
**SIXTH SUPPLEMENTAL INDENTURE FOR
OBLIGATION NO. 15**

by and among

**LEESBURG REGIONAL MEDICAL CENTER, INC.,
THE VILLAGES TRI-COUNTY MEDICAL CENTER, INC.,**
as the Members of the Obligated Group

and

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

Dated as of October 1, 2011

**Supplementing the Master Trust Indenture
Dated as of December 1, 2008, as amended**

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**SIXTH SUPPLEMENTAL INDENTURE FOR
OBLIGATION NO. 15**

THIS SIXTH SUPPLEMENTAL INDENTURE FOR OBLIGATION NO. 15, made and entered into as of the 1st day of October, 2011 (hereinafter referred to as the “Sixth Supplement”), between **LEESBURG REGIONAL MEDICAL CENTER, INC.**, a Florida not-for-profit corporation (“LRMC”), and **THE VILLAGES TRI-COUNTY MEDICAL CENTER, INC.**, a Florida not-for-profit corporation (“TVRH”), as the Members of the Obligated Group and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association, as master trustee (in such capacity, the “Master Trustee”) under the Master Trust Indenture, dated as of December 1, 2008, as amended (the “Original Master Indenture”) between the Master Trustee and the LRMC and TVRH and LRMC Home Health Services, Inc. (“HHS”), as the initial Members of the Obligated Group. The Original Master Indenture, as supplemented hereby, is referred to collectively as the “Master Indenture.” All capitalized terms used herein and not otherwise defined shall be assigned the meanings in the Master Indenture.

W I T N E S S E T H:

WHEREAS, HHS has withdrawn and been released from the Obligated Group pursuant to Section 3.12 of the Master Indenture, resulting in LRMC and TVRH being the current Members of the Obligated Group; and

WHEREAS, the City of Leesburg, Florida (the “City”) has previously issued its \$22,655,000 City of Leesburg, Florida Hospital Revenue Refunding Bonds (Leesburg Regional Medical Center Project), Series 2008A (the “2008A Bonds”); \$35,000,000 City of Leesburg, Florida Hospital Revenue Refunding Bonds (The Villages Regional Hospital Project), Series 2008C (the “2008C Bonds”) and its \$7,500,000 City of Leesburg, Florida Taxable Hospital Revenue Refunding Bonds (The Villages Regional Hospital Project), Series 2009B (the “2009B Bonds” and, together with the 2008A Bonds and the 2008C Bonds, the “Refunded Bonds”), all for the benefit of the Obligated Group; and

WHEREAS, the Obligated Group has requested the City to issue its \$63,340,000 Hospital Revenue Refunding Bonds (Central Florida Health Alliance Projects), Series 2011 (the “2011 Related Bonds”) pursuant to the Trust Indenture (the “2011 Related Bond Indenture”) dated as of October 1, 2011 between the City and The Bank of New York Mellon Trust Company, N.A., as Trustee (in such capacity, the “2011 Related Bond Trustee”) to finance the current refunding of the Refunded Bonds on behalf of the Obligated Group; and

WHEREAS, the City and the Obligated Group have entered into a Financing Agreement, dated as of October 1, 2011 (the “Financing Agreement”) pursuant to which the City has agreed to loan the proceeds of the 2011 Related Bonds to the Obligated Group to finance the current refunding of the Refunded Bonds and the Obligated Group has agreed to repay such loan in accordance with the Financing Agreement in amounts sufficient to provide for the timely payment of the principal of and interest on the 2011 Related Bonds, and, while the 2011 Related

Bonds bear interest at a Bank Loan Interest Rate (as defined in the 2011 Related Bond Indenture) the Tender Price with respect to the 2011 Related Bonds; and

WHEREAS, the Obligated Group desires to issue Obligation No. 15 under the Master Indenture to evidence and secure its obligations under the Financing Agreement arising with respect to the 2011 Related Bonds; and

WHEREAS, all acts and things necessary to constitute this Sixth Supplement, a valid supplement to the Master Indenture and Obligation No. 15 a valid Obligation under the Master Indenture, have been done and performed, and the Members have duly authorized the execution and delivery hereof and of Obligation No. 15; and

NOW, THEREFORE, in consideration of the premises, of the acceptance by the Master Trustee of the trusts hereby created, and of the giving of consideration for and acceptance of Obligation No. 15 by the holder thereof, the Obligated Group covenants and agrees with the Master Trustee, for the benefit of the holder from time to time of Obligation No. 15 as follows:

SECTION 1. DEFINITIONS. For the purposes hereof unless the context otherwise indicates the following words and phrases shall have the following meanings:

All terms used herein which are defined in the Master Indenture shall have the meanings assigned to them therein.

“2011 Related Bond Indenture” means the Trust Indenture dated as of October 1, 2011 between the City and the 2011 Related Bond Trustee pursuant to which the 2011 Related Bonds are issued.

“2011 Related Bonds” means the City of Leesburg, Florida Hospital Revenue Refunding Bonds (Central Florida Health Alliance Projects), Series 2011 issued in the original aggregate principal amount of \$63,340,000 which shall constitute “Related Bonds” within the meaning of the Master Indenture with respect to Obligation No. 15.

“2011 Related Bond Trustee” means The Bank of New York Mellon Trust Company, N.A., as trustee under the 2011 Related Bond Indenture.

“Cash” means currency or money of the United States of America that is legal tender for the payment of public and private debts.

“Days Cash on Hand Ratio” means, as of the date of calculation, the ratio of (a) the product of (i) total cash, Cash Equivalents and investments as reflected in the financial reports of the Obligated Group (not restricted as to use and not subject to any Lien other than the Lien of the Master Indenture), multiplied by (ii) 365, to (b) total operating expenses of the Obligated Group (excluding depreciation and amortization and expenses paid or payable from restricted funds) incurred during the 12-month period ending on such date of calculation. In calculating the Days Cash on Hand Ratio, such ratio (A) may include any portion of cash, Cash Equivalents and marketable securities constituting Board-designated funds of the Members that are not restricted

by the donor, by contract, by court order or by governmental restrictions as to use, and (B) may not include any portion of Cash, Cash Equivalents or marketable securities that have been derived from proceeds of any loan, line of credit, or other borrowing of money that constitutes Indebtedness.

“Environmental Laws” means any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges or releases of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes or the clean-up or other remediation thereof.

“Fiscal Quarter” means each of the accounting periods of three (3) months ending on March 31, June 30, September 30 and December 31, respectively, of each year.

“Governmental Authority” means any nation or government, any state or political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial, regulatory or administrative function of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise by any of the foregoing.

“Hazardous Materials” means (a) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants,” or “pollutants,” or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material, or substance, exposure to which is prohibited, limited or regulated by any Governmental Authority.

“Indebtedness to Capital Ratio” means the ratio of (i) the aggregate principal amount of all Indebtedness of the Obligated Group to (ii) the sum of (a) the aggregate principal amount of all Indebtedness of the Obligated Group, plus (b) net assets of the Obligated Group.

“Lien” means any lien, mortgage, pledge, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement, including, without limitation, the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to real property.

“Material Adverse Effect” means an act, circumstance or event which (i) causes an Event of Default or a Potential Default, or (ii) if determined or resolved adversely to the Obligated

Group would have a material adverse effect upon the financial condition or business operations of the Obligated Group, or (iii) would adversely affect the validity or enforceability of any of the Related Documents (as such term is defined in Section 13 hereof).

“Material Debt” means, with respect to any Member on any date, Indebtedness of such Member which individually equals or exceeds \$2,500,000.

“Net Assets” means, for any period, the amount set forth for the line item “Net Assets” as set forth in the most recent consolidated financial statements of the Obligated Group delivered pursuant to this Sixth Supplement.

“Potential Default” means any event or condition which with notice, passage of time or any combination of the foregoing, would constitute an Event of Default.

“Release” means disposing, discharging, injecting, spilling, leaking, dumping, emitting, escaping, emptying, seeping, placing, and the like, into or upon any land or water or air, or otherwise entering into the environment.

SECTION 2. ISSUANCE OF OBLIGATION NO. 15. In consideration of the issuance by the City of the 2011 Related Bonds and the lending of the proceeds thereof to the Obligated Group as provided in the 2011 Related Bond Indenture and the Financing Agreement and in order to provide for the repayment of the loan of the proceeds of and provide for and secure the payment of the 2011 Related Bonds and the obligations of the Obligated Group under the Financing Agreement with respect to the 2011 Related Bonds, there is hereby created and authorized to be issued Obligation No. 15 in the aggregate principal amount of Sixty-Three Million Three Hundred Forty Thousand Dollars (\$63,340,000) designated “Central Florida Health Alliance Obligated Group Obligation No. 15 (2011 Bonds).” Obligation No. 15 shall be dated as of October 6, 2011, and shall be payable in such amounts, at such times and in such manner and shall have such other terms and provisions as are set forth herein and in the form of Obligation No. 15 attached hereto as Appendix A. The aggregate principal amount of Obligation No. 15 is limited to the amount stated in this section. The 2011 Related Bonds shall be “Related Bonds,” within the meaning of the Master Indenture, with respect to Obligation No. 15.

SECTION 3. PAYMENTS ON OBLIGATION NO. 15; CREDITS; OTHER AMOUNTS PAYABLE. (a) Principal of, interest and any applicable redemption premium on, and other payments with respect to the Obligation No. 15 are payable in any coin or currency of the United States of America which on the payment date is legal tender for the payment of public and private debts. Except as provided in subsection (b) of this Section with respect to credits, and Section 4 hereof regarding prepayment, payments on Obligation No. 15 shall be made at the times and in the amounts specified in Obligation No. 15, in immediately available funds by the Obligated Group Representative depositing the same with or to the account of the 2011 Related Bond Trustee on or prior to the date such payments are required to be made pursuant to Section 5.02 of the 2011 Related Bond Indenture and on or prior to the Tender Date with respect to the tender of 2011 Related Bonds pursuant to Section 4.05(h) of the 2011 Related

Bond Indenture (or the next preceding Business Day (as defined in the 2011 Related Bond Indenture) if such date is not a Business Day), and giving notice to the Master Trustee of each payment on Obligation No. 15, specifying the amount paid and identifying such payment as a payment on Obligation No. 15.

(b) The Obligated Group shall receive credit for payment on Obligation No. 15, in addition to any credits resulting from payment or prepayment from other sources, as follows:

(i) On installments of interest on Obligation No. 15 in an amount equal to moneys deposited to pay interest under the 2011 Related Bond Indenture which amounts are available to pay interest on the 2011 Related Bonds and to the extent such amounts have not previously been credited against payments on Obligation No. 15.

(ii) On installments of principal on Obligation No. 15 in an amount equal to moneys deposited to make principal payments under the 2011 Related Bond Indenture which amounts are available to pay principal of the 2011 Related Bonds and to the extent such amounts have not previously been credited against payments on Obligation No. 15.

(iii) On installments of principal of and interest on Obligation No. 15 in an amount equal to the principal amount of 2011 Related Bonds which have been called by the 2011 Related Bond Trustee for redemption prior to maturity and for the redemption of which sufficient amounts of cash are on deposit with the 2011 Related Bond Trustee for such purpose to the extent such amounts have not been previously credited against payments on Obligation No. 15, and interest on such 2011 Related Bonds from and after the date fixed for redemption thereof. Such credits shall be made against the installments of principal of and interest on Obligation No. 15, and interest on such 2011 Related Bonds from and after the date fixed for redemption thereof. Such credits shall be made against the installments of principal of and interest on Obligation No. 15 which would be due, but for such call for redemption, to pay principal of and interest on such 2011 Related Bonds when due at maturity.

(iv) On installments of principal of and interest on Obligation No. 15 in an amount equal to the principal amount of 2011 Related Bonds acquired by any Member of the Obligated Group and delivered to the 2011 Related Bond Trustee and cancelled. Such credits shall be made against the installments of principal of and interest on Obligation No. 15 which would be due, but for such cancellation, to pay principal of and interest on the 2011 Related Bonds at maturity.

(c) In addition to payments under Obligation No. 15 with respect to the payment of the principal of and interest on the 2011 Related Bonds, the Obligated Group acknowledges its obligations to pay all other amounts due and owing from time to time in accordance with the terms of this Sixth Supplement, the 2011 Related Bond Indenture and the Financing Agreement and acknowledges and agrees that such obligations shall be payable under and secured by the Master Indenture, as supplemented hereby.

(d) The Obligated Group shall make payments on Obligation No. 15 without regard to the anticipated receipt by the 2011 Related Bond Trustee of proceeds of a drawing on a Credit Facility provided with respect to the 2011 Related Bonds pursuant to the 2011 Related Bond Indenture. To the extent proceeds of drawings on a Credit Facilities are received by the 2011 Related Bond Trustee for the payment of principal or interest on the 2011 Related Bonds, the proceeds of corresponding payments made by the Obligated Group on Obligation No. 15 shall be paid to the related Credit Facility Provider to satisfy the obligations arising under the corresponding Obligation with respect to the applicable Credit Facility with respect to such drawings.

SECTION 4. PREPAYMENT OF OBLIGATION NO. 15. (a) So long as all amounts which have become due under Obligation No. 15 have been paid, the Obligated Group Representative may at any time and from time to time pay in advance and in any order of due dates all or part of the amounts to become due under Obligation No. 15. Prepayment may be made by payments of cash and/or surrender of 2011 Related Bonds, as contemplated by Section 10 hereof. All such prepayments (and the additional payment of any amount necessary to pay the applicable premium, if any, payable upon the redemption of 2011 Related Bonds pursuant to Section 4.01(a)(iv) of the 2011 Related Bond Indenture) shall be deposited upon receipt in the Redemption Account established pursuant to the 2011 Related Bond Indenture and, at the request of and as determined by the Obligated Group Representative used for the redemption of Outstanding 2011 Related Bonds in the manner and subject to the terms and conditions set forth in the 2011 Related Bond Indenture. Notwithstanding any such prepayment or surrender of 2011 Related Bonds, as long as any 2011 Related Bonds remain Outstanding or any additional payments required to be made hereunder remain unpaid, the Obligated Group shall not be relieved of its obligations hereunder.

(b) Prepayments made under subsection (a) of this Section shall be credited against amounts to become due on Obligation No. 15 as provided in Section 3 hereof.

(c) The Obligated Group Representative may also prepay all of the indebtedness represented by Obligation No. 15 by providing for the payment of 2011 Related Bonds in accordance with the 2011 Related Bond Indenture.

SECTION 5. REGISTRATION NUMBERS, NEGOTIABILITY AND TRANSFER OF OBLIGATION NO. 15.

(a) Obligation No. 15 shall be registered on the register to be maintained by the Master Trustee on behalf of the Obligated Group for that purpose at the Corporate Trust Office of the Master Trustee. Except as provided in subsection (b) of this Section, so long as any 2011 Related Bonds remain Outstanding (within the meaning of that term as used in the 2011 Related Bond Indenture), Obligation No. 15 shall consist of a single Obligation registered as to principal and interest in the name of the 2011 Related Bond Trustee, and except as otherwise provided herein, no transfer of Obligation No. 15 shall be registered under this Sixth Supplement except for transfers to a successor 2011 Related Bond Trustee.

(b) Upon the principal of all Obligations Outstanding being declared immediately due and payable upon and during the continuance of an Event of Default, the 2011 Bond

Obligations may be transferred and such transfer registered, if and to the extent the 2011 Related Bond Trustee requests that the restrictions of subsection (a) of this Section on transfers of Obligation No. 15 be terminated.

(c) Obligation No. 15 shall be transferable only upon presentation of Obligation No. 15 at the Corporate Trust Office of the Master Trustee by the registered owner or by its duly authorized attorney. Such transfer shall be without charge to the owner thereof, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owner requesting such transfer as a condition precedent to the exercise of such privilege. Upon any such transfer, the Obligated Group Representative shall execute and the Master Trustee shall authenticate and deliver in exchange for Obligation No. 15, a new registered Obligation or Obligations, registered in the name of the transferee.

(d) Prior to due presentment by the owner for registration of transfer, the Obligated Group Representative and the Master Trustee may deem and treat the person in whose name Obligation No. 15 is registered as the absolute owner for all purposes; and neither the Obligated Group Representative nor the Master Trustee shall be affected by any notice to the contrary. All payments made to the registered owner shall be valid, and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable on Obligation No. 15.

SECTION 6. MUTILATION, DESTRUCTION, LOSS AND THEFT OF OBLIGATIONS. If (i) Obligation No. 15 is surrendered to the Master Trustee in a mutilated condition, or the Obligated Group Representative and the Master Trustee receive evidence to their satisfaction of the destruction, loss or theft of such Obligation No. 15 and (ii) there is delivered to the Obligated Group Representative and the Master Trustee such security or indemnity as may be required by them to hold them harmless, then, in the absence of proof satisfactory to the Obligated Group Representative and the Master Trustee that such Obligation No. 15 has been acquired by a bona fide purchaser and upon the Holder paying the reasonable expenses of the Obligated Group Representative and the Master Trustee, the Obligated Group Representative shall cause to be executed and the Master Trustee shall authenticate and deliver, in exchange for such mutilated Obligation No. 15, Obligation No. 15 of like principal amount, date and tenor. Every mutilated Obligation No. 15 so surrendered to the Master Trustee shall be cancelled by it and delivered to, or upon the order of, the Obligated Group Representative. If any such mutilated, destroyed, lost or stolen Obligation No. 15 has become or is about to become due and payable, such Obligation No. 15 may be paid when due instead of delivering a new Obligation No. 15.

SECTION 7. EXECUTION AND AUTHENTICATION OF OBLIGATION NO. 15. Obligation No. 15 shall be manually executed for and on behalf of the Obligated Group by the President/Chief Executive Officer of the Obligated Group Representative and attested by its Secretary or any Assistant Secretary. If any officer whose signature appears Obligation No. 15 ceases to be such officer before delivery thereof, such signature shall remain valid and sufficient for all purposes as if such officer had remained in office until such delivery. Obligation No. 15

shall be manually authenticated by an authorized officer of the Master Trustee, without which authentication Obligation No. 15 shall not be entitled to the benefits hereof.

SECTION 8. RIGHT TO REDEEM OBLIGATION NO. 15. Obligation No. 15 shall be subject to redemption, in whole or in part, prior to the maturity, in an amount equal to the principal amount of the 2011 Related Bonds (i) called for redemption pursuant to the 2011 Related Bond Indenture, or (ii) purchased by or tendered to the 2011 Related Bond Trustee for cancellation. Obligation No. 15 shall be subject to redemption on the date the 2011 Related Bonds shall be so redeemed or purchased, and in the manner provided herein.

SECTION 9. PARTIAL REDEMPTION OF OBLIGATION NO. 15. Upon the call for redemption, and the surrender of Obligation No. 15 for redemption in part only, the Obligated Group Representative shall cause to be executed and the Master Trustee shall authenticate and deliver to or upon the written order of the Holder thereof, at the expense of the Obligated Group, a new Obligation No. 15 in principal amount equal to the unredeemed portion of such Obligation No. 15, which old Obligation No. 15 so surrendered to the Master Trustee pursuant to this Section 9 shall be cancelled by it and delivered to, or upon the order of the Holder thereof.

The Obligated Group Representative may agree with the Holder of Obligation No. 15 that such Holder may, in lieu of surrendering such Obligation No. 15 for a new fully registered Obligation No. 15, endorse on the Obligation No. 15 a notice of such partial redemption, which notice shall set forth, over the signature of such Holder, the payment date, the principal amount redeemed and the principal amount remaining unpaid. Such partial redemption shall be valid upon payment of the amount thereof to the registered owner of such Obligation No. 15 and the Obligated Group and the Master Trustee shall be fully released and discharged from all liability to the extent of such payment irrespective of whether such endorsement shall or shall not have been made upon the reverse of such Obligation No. 15 by the owner thereof and irrespective of any error or omission in such endorsement.

SECTION 10. EFFECT OF CALL FOR REDEMPTION. On the date designated for redemption of the 2011 Related Bonds, subject to the satisfaction of any conditions to such redemption, Obligation No. 15 shall become and be due and payable in an amount equal to the redemption or purchase price to be paid on the 2011 Related Bonds on such date; provided, however, that the redemption price of 2011 Related Bonds subject to mandatory sinking fund redemption pursuant to Section 4.01(d) of the 2011 Related Bond Indenture shall be funded in installments pursuant to Section 5.02(c) of the 2011 Related Bond Indenture. If on the date fixed for redemption of Obligation No. 15 moneys for payment of the redemption or purchase price and accrued interest on the 2011 Related Bonds are held by the 2011 Related Bond Trustee, interest on such Obligation No. 15 shall cease to accrue and said Obligation No. 15 shall cease to be entitled to any benefit or security under the Master Indenture to the extent of said redemption and the amount of the Obligation No. 15 so called for redemption shall be deemed paid and no longer Outstanding.

SECTION 11. DISCHARGE OF SUPPLEMENT. Upon payment of a sum, in cash or Escrow Obligations (as defined in the 2011 Related Bond Indenture), or both, sufficient, together

with any other cash and Escrow Obligations held by the 2011 Related Bond Trustee and available for such purpose and satisfaction of all other conditions under the 2011 Related Bond Indenture necessary to cause all of the Outstanding 2011 Related Bonds to be deemed to have been paid within the meaning of the 2011 Related Bond Indenture and to pay all other amounts referred to in the 2011 Related Bond Indenture to be accrued to the date of discharge of such 2011 Related Bond Indenture and upon payment of all amounts due and owing to the related Credit Facility Providers under the related Credit Agreements, Obligation No. 15 shall be deemed to have been paid and to be no longer Outstanding under the Master Indenture and this Sixth Supplement shall be discharged.

SECTION 12. SUPPLEMENTAL COVENANTS OF OBLIGATED GROUP WITH RESPECT TO 2011 RELATED BONDS IN BANK LOAN INTEREST RATE PERIOD. So long as the 2011 Related Bonds are bearing interest at a Bank Loan Interest Rate in accordance with the 2011 Related Bond Indenture, the provisions of this Section 12 shall apply. The provisions of this Section 12 shall be for the sole benefit of the Registered Owner of 2011 Related Bonds bearing interest at a Bank Loan Interest Rate and may be waived, modified or amended from time to time solely with the consent of the Registered Owners of the 2011 Related Bonds bearing interest at a Bank Loan Interest Rate and without the consent of the owners of any other Related Bonds or Obligations.

(a) The Obligated Group shall maintain, as of June 30 and December 31 of each Fiscal Year a Minimum Days Cash on Hand Ratio of at least 90 for the twelve (12) month period ending on such day.

(b) The Obligated Group shall maintain, on a combined and consolidated basis, as of the last day of each Fiscal Quarter, an Indebtedness to Capital Ratio of less than 0.65 for the twelve (12) month period ending on such day.

(c) The Long-Term Maximum Annual Debt Service Coverage Ratio calculation, calculated pursuant to Section 3.07 of the Master Indenture, shall be calculated and reported to the Registered Owner of the 2011 Related Bonds on a quarterly basis and shall not be less than 1:15.

(d) The Obligated Group shall furnish to the Registered Owner of 2011 Related Bonds bearing interest at a Bank Loan Interest Rate all of the following by such form or manner as such Registered Owner shall deem acceptable, including, without limitation, posting of such information on the Electronic Municipal Market Access (EMMA) system operated by the Municipal Securities Rulemaking Board, or on the website of Digital Assurance Certification, L.L.C., or their respective successors:

(i) As soon as available and in any event within 180 days after the close of each Fiscal Year of the Obligated Group, (a) the complete, unqualified financial statements of the Obligated Group, on a consolidating and consolidated basis, including the balance sheet as of the end of such Fiscal Year and the related statements of operations and changes in net assets for such Fiscal Year, all in reasonable detail,

audited by an independent certified public accountant prepared in accordance with generally accepted accounting principles, consistently applied and fairly presenting the financial condition of the Obligated Group, on a consolidating and consolidated basis, as of the end of such Fiscal Year; and (b) payor mix statistics based upon gross revenues of the Obligated Group.

(ii) As soon as available, and in any event within 60 days after the close of each Fiscal Quarter (other than the last Fiscal Quarter in the Fiscal Year), (a) the interim unaudited financial statements of the Obligated Group, on a consolidating and consolidated basis, for the most recently ended Fiscal Quarter on a Fiscal Year-to-date basis, containing the information described in Section 12(c)(i) above; and (b) utilization statistics.

(iii) Simultaneously with the delivery of the financial statements referred to in Section 12(c)(i) and 12(c)(ii) above, a certificate signed by the chief executive officer or the chief financial officer of the Obligated Group stating that such officer has no knowledge of any condition or the occurrence of any event which constitutes an Event of Default or with notice, passage of time or any combination of the foregoing, would constitute an Event of Default, except as described in such certificate, that the financial statements being delivered pursuant to Section 12(c)(i) hereof are, to the best of the knowledge of such officer, true, correct and complete as of the dates and for the periods covered thereby and attaching schedules setting forth financial data and computations evidencing the Obligated Group's compliance with the financial covenants in this Section 12.

(iv) Within the first sixty (60) days of each Fiscal Year, an annual operating and capital budget of the Obligated Group for such ensuing Fiscal Year approved by the governing body thereof.

(v) Promptly after receipt thereof, any additional written reports, management letters or other detailed information contained in writing concerning significant aspects of any Obligated Group Member's operations and financial affairs given to it by its independent public accountants.

(vi) Promptly after knowledge thereof shall have come to the attention of any responsible officer of any Member of the Obligated Group, written notice (i) of any material litigation or proceeding filed by or against any Member of the Obligated Group or any written notice from any governmental entity that any Member of the Obligated Group under investigation for any material violation of laws or regulations, and any material developments relating to such litigation, proceedings or investigation or of any attachment, levy, execution, or other process being instituted against any assets of the Obligated Group pursuant to such claims; (ii) of the occurrence of any Default or Event of Default hereunder; (iii) of any fine exceeding \$5,000, assessment exceeding \$5,000 or other disciplinary action threatened or levied against any Member of the Obligated Group which could result in a fine or assessment exceeding \$5,000 or other disciplinary

action threatened or levied against the Obligated Group which could result in a fine or assessment exceeding \$5,000 or have a material adverse effect on the Obligated Group's business or licenses, or (iv) of any uninsured or partially insured loss through casualty or theft in excess of \$50,000, specifying in each case the nature thereof, the period of existence thereof and what action is proposed to be taken with respect thereto.

(vii) Promptly after knowledge thereof shall have come to the attention of any responsible officer of the Obligated Group, written notice of any circumstance requiring notice to any other Person under any Related Document.

(viii) Promptly after knowledge thereof shall have come to the attention of any responsible officer of the Obligated Group, written notice of the creation or acquisition by it of any new Subsidiary, describing its activities and providing such information as the Bank may request with respect thereto.

(ix) Promptly after knowledge thereof shall have come to the attention of any responsible officer of the Obligated Group, written notice to the Bank of (i) the occurrence of any reportable event (as defined in ERISA) with respect to a Plan, (ii) receipt of any notice from the Pension Benefit Guaranty Corporation of its intention to seek termination of any Plan, and (iv) the incurrence of any event with respect to any Plan which would result in the incurrence by any Obligated Group Member of any material liability, fine or penalty, or any material increase in the contingent liability of any Obligated Group Member with respect to any post-retirement Welfare Plan benefit.

(x) Promptly following any request therefore, such other information regarding the results of operations, business affairs and financial condition of the Obligated Group as the Bank may reasonably request from time to time.

(e) Each Obligated Group Member will permit the Bank and its duly authorized representatives and agents to visit and inspect any of the Properties, corporate books and financial records of Obligated Group Members, to examine and make copies of the books of accounts and other accounts and other financial records of each Obligated Group Member, and to discuss the affairs, finances and accounts of each Obligated Group Member with, and to be advised as to the same by, its officers and independent public accountants (and by this provision the Obligated Group authorizes such accountants to discuss with the Bank the finances and affairs of each Obligated Group Member) at such reasonable times and reasonable intervals as the Bank may designate.

(f) The Obligated Group will at all times comply with the terms, conditions and provisions of the Related Documents and all other documents, instruments or agreements executed in connection therewith and will not amend or consent to any amendment of any of the Related Documents or such other documents, instruments or agreements without the prior written consent of the Bank. Except to the extent inconsistent herewith, the covenants, representations and warranties contained in the Related Documents are hereby incorporated

herein and made a part hereof by reference and are hereby deemed to be for the benefit of the Bank.

(g) No Obligated Group Member will enter into any contract, agreement or business arrangement with any Affiliate that is not a Member of the Obligated Group on terms and conditions which are less favorable to such Obligated Group Member as would be usual and customary in similar contract, agreements or business arrangements between Persons not affiliated with each other.

(h) The Obligated Group will not convert or permit the conversion of the 2011 Related Bonds from the Bank Loan Interest Rate to any other interest rate mode permitted under the 2011 Related Indenture, without the prior written consent of the Bank.

(i) Except as permitted by the Master Indenture, no Member of the Obligated Group shall enter into any transaction of merger or consolidation or any joint venture or other combination, and no Member of the Obligated Group may enter into a merger with any entity not already a Member of the Obligated Group unless it is the surviving entity, without the prior written consent of the Bank.

(j) Any financial covenant which the Obligated Group now or hereafter negotiates with any other creditor during the term of this Sixth Supplement shall be deemed incorporated into this Sixth Supplement by this reference as though set forth herein, as an additional covenant to be complied with hereunder by the Obligated Group so long as such covenant remains in effect under the agreement with such other creditor.

(k) So long as the Bank is the Registered Owner of the 2011 Related Bonds, the Obligated Group will not voluntarily request a withdrawal of its credit rating from any Rating Agency, and will continue to request and pay for credit ratings from Rating Agencies, in order to receive a published credit rating on its unenhanced long term debt.

(l) The Obligated Group agrees to in good faith pursue establishing and maintaining a commercial banking relationship with JP Morgan Chase Bank, National Association while it is the registered owner of the 2011 Related Bonds that is economically beneficial to the Obligated Group and is practical for the Obligated Group to implement from the standpoint of organizational time, resources and personnel management.

SECTION 13. REPRESENTATIONS. Each Member of the Obligated Group, in order to induce JPMorgan Chase Bank, N.A. (the "Bank") to purchase the 2011 Related Bonds, hereby represents and warrants as follows:

(a) Each Member is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Each Member has all power and authority to conduct its business as currently conducted, to own its respective assets and to enter into and satisfy its respective obligations under the Master Indenture, Obligation No. 15,

the Mortgages and the Financing Agreement (collectively, the "Related Documents") to which it is a party.

(b) The execution, delivery and performance by each Member of the Related Documents to which it is a party are within the corporate power and authority of each such Member and have been duly authorized by all necessary corporate action. The Related Documents to which any Member of the Obligated Group is a party are valid and binding obligations of such Member, enforceable against such Member in accordance with their respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, and by general equitable principles.

(c) (i) Each Member of the Obligated Group (A) has been determined to be and is exempt from Federal income taxes under Section 501(a) of the Code by virtue of being an organization described in Section 501(c)(3) of the Code and is not a "private foundation" as defined under Section 509(a) of the Code, (B) has received a determination letter (the "Determination Letter") from the Internal Revenue Service to that effect, (C) has done nothing to impair its status as an exempt organization and (D) continues to meet the requirements of the Code necessary not to be a "private foundation" under Section 509(a) of the Code, (E) has not operated in a manner different from the purposes, activities and methods of operation that formed the basis for the Determination Letter, (F) has not diverted a substantial part of its income or assets for purposes other than those for which the Member is organized, (G) as of the date hereof, has not received any notice from the Internal Revenue Service to the effect that the Internal Revenue Service is actively considering a modification or revocation of the Member's tax-exempt status under Section 501(c)(3) of the Code or that the Internal Revenue Service has determined to audit the Member or its activities or any Related Bonds, and (H) has timely and properly filed with the Internal Revenue Service all annual reports, tax returns and other matters required to be filed by such Member and such reports, returns and other matters as accurate and complete, other than delinquent filings of Form 990 which have been fully remedied with no penalty or fine assessed. No controversy in respect of any member of the Obligated Group's status as a Section 501(c)(3) organization is pending or to the knowledge of the Obligated Group, threatened and each member of the Obligated Group shall maintain such status at all times and shall immediately notify the Bank of any notice from the Internal Revenue Service or the Florida Department of Financial Services or action by any member of the Obligated Group that calls such status into question. The Obligated Group shall not take, fail to take or, to the extent it exercises any control, permit to be taken, any action if such action or failure to act would adversely affect the Obligated Group's certificate of authority, or the exclusion from gross income for federal income tax purposes of interest on the 2011 Related Bonds. The Obligated Group will perform all of its obligations under the Related Document to prevent or cure any default by the Obligated Group which would adversely affect such certificate of authority or exclusion.

(d) The Obligated Group has previously provided to the Bank the financial statements required by the Bank. Such financial statements were prepared in conformity with

generally accepted accounting principles consistently applied throughout the periods involved, are correct and complete and fairly present the financial condition, assets and liabilities of the Obligated Group as of the date of such statements and the results of operations for the period covered by such statements of income and change in financial position and, since the date of such financial statements, no material adverse change in the financial condition, business or operations of the Obligated Group has occurred, except as has been disclosed to the Bank.

(e) Each Member of the Obligated Group has filed or caused to be filed all federal, state and local tax returns which, to the knowledge of the Obligated Group, are required to be filed, and has paid or has caused to be paid all taxes as shown on said returns or on any assessment received by such Member to the extent that such taxes have become due.

(f) Each Member has title to all Property of such Member free and clear of any Lien except for Permitted Liens.

(g) Each Member currently maintains insurance which meets or exceeds the requirements of Section 3.03 of the Master Indenture.

(h) Each Member (i) is duly authorized and licensed to operate its business under the laws, rulings, regulations and ordinances of the United States of America, the State of Florida and the departments, agencies and political subdivisions thereof, and (ii) has obtained all requisite approvals of the State of Florida, of federal, regional and local governmental bodies or other third Persons required to be obtained for the operation of, its respective business and the execution, delivery and performance of the Related Documents to which it is a party. Each Member is not in violation of any applicable federal, state and local zoning, subdivision, environmental, pollution control, healthcare or other laws, rules, regulations, codes and ordinances which violation would not, in the aggregate, have a Material Adverse Effect on the financial condition or operations of such Member or the validity or enforceability against such Member of any of the Related Documents to which is a party.

(i) The execution and delivery by each Member of the Related Documents to which such Member is a party, and the performance of its respective obligations hereunder and thereunder, will not conflict with or violate any existing law or regulation or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which such Member is a party or by which it or any of its respective property is bound or its respective articles of incorporation, bylaws or any of the laws, rules or regulations applicable to such Member or its respective property or any decree or order of any court or other governmental body applicable to such Member.

(j) No Event of Default or Potential Default has occurred and is continuing.

(k) Except as disclosed to the Bank, there is no pending action or proceeding before any court, governmental agency or arbitrator against or directly involving any Member and, to the best of each Member's knowledge, there is no threatened action or proceeding affecting any Member before any court, governmental agency or arbitrator which, in any case, could

reasonably be expected to have a Material Adverse Effect on the financial condition or operations of such Member or the validity or enforceability against such Member of any of the Related Documents to which it is a party.

(l) Each Member is duly authorized and licensed to operate its existing facilities under the laws, rulings, regulations and ordinances of all applicable Governmental Authorities. Each facility of each Member is in compliance in all material respects with applicable federal, state and local zoning, subdivision, environmental, pollution control and other laws, rules, regulations, codes and ordinances.

(m) Each Member is in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies, domestic or foreign, in respect of the conduct of its respective business and the ownership of its respective property except such noncompliances as would not, in the aggregate, materially and adversely affect the financial condition or operations of any Member, or the validity or enforceability against any Member of any of the Related Documents to which it is a party.

(n) (i) The existing facilities of each Member and any other properties now owned or leased by each Member and the operations conducted thereon have not violated and do not violate any applicable Environmental Laws; (ii) the existing facilities of each Member and any other properties now owned or leased by each Member and the operations conducted by each Member are not subject to any existing, pending or threatened investigation, inquiry or proceeding by any governmental authority or to any remedial obligations under any Environmental Laws; (iii) the properties previously owned or leased by each Member and the operations conducted thereon were not, to the best knowledge of each Member during any period of ownership or tenancy by each Member, in violation of any Environmental Laws, or subject to any existing, pending or threatened investigation, inquiry or proceeding by any governmental authority or to any remedial obligations under any Environmental Laws; (iv) all notices, permits, licenses or similar authorizations, if any, required to be obtained or to be filed in connection with the use of the existing facilities of each Member or any other properties now owned or leased by each Member, including without limitation, past or present treatment, storage, disposal or release of any Hazardous Materials into the environment, have been obtained or filed; (v) all Hazardous Materials generated by or on the existing facilities of each Member or any other properties now owned or leased by each Member thereof in the past have been and shall continue to be transported, treated and disposed of in full compliance with all applicable Environmental Laws; (vi) all Hazardous Material generated by or on any properties previously owned or leased by each Member in the past have during such period of ownership or tenancy by any Member thereof, to the best knowledge of each Member, been transported, treated and disposed of in full compliance with all applicable Environmental Laws; (vii) there has been no Release of Hazardous Materials on or to the existing facilities of any member or any other properties now owned or leased by any Member thereof, except in compliance with all Environmental Laws; (viii) to the best knowledge of each Member, no Hazardous Materials have been disposed of or otherwise released on or to the properties previously owned or leased by each Member thereof, except in compliance with all

Environmental Laws; (ix) to the best of each Member's knowledge, each Member has no contingent liability in connection with any Release of any Hazardous Material into the environment; and (x) the uses which each Member makes or intends to make of the existing facilities of such Member or any other properties owned or leased by such Member, including the Release of any Hazardous Materials, will not result in any violation of any Environmental Laws. The representations and warranties set forth in this Section 13(n) regarding owned or leased properties shall be limited to the best knowledge of each Member and shall in all cases be limited to the duration of any ownership or tenancy by any Member.

(o) No Member of the Obligated Group is engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any amount advanced by the Bank hereunder will be used to purchase or carry any such margin stock or extend credit to others for the purpose of purchasing or carrying any such margin stock.

(p) Neither the business nor the Property of any Member of the Obligated Group is currently affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance), which any such casualty would have a Material Adverse Effect.

(q) To the best of the knowledge of the Obligated Group: (i) based upon ERISA and the regulations and published interpretations thereof, the Obligated Group is in compliance with all material respects with the applicable provisions of ERISA and (ii) no "Reportable Event" as defined in Section 4043(b) of Title IV of ERISA, has occurred with respect to any plan maintained by the Obligated Group.

(r) No member of the Obligated Group is a party to any contracts or agreements with any of its Affiliates that is not also a member of the Obligated Group on terms and conditions which are less favorable to such member than would be usual and customary in similar contracts or agreements between Persons not affiliated with each other.

SECTION 14. EVENTS OF DEFAULT. An "Event of Default" shall exist under this Sixth Supplement if any of the following occurs and is continuing:

(a) The Obligated Group shall fail to pay any amount payable by the Obligated Group, or any Member thereof, pursuant to this Sixth Supplement.

(b) Any representation or warranty made by the Obligated Group hereunder or in any certificate, documents, instrument, opinion or financial or other statement contemplated by or made or delivered pursuant to this Sixth Supplement shall prove to be untrue in any material respect on the date as of which it is made.

(c) Default in the due observance or performance by the Obligated Group of any covenant set forth in Section 12, subsections (a), (b), (c), (h), (i) and (j) hereof.

(d) Any Member of the Obligated Group shall fail to duly perform, observe or comply with any covenant or agreement on its part under this Sixth Supplement (other than the covenants set forth in (c) above) for a period of 30 days after the date on which written notice of such failure, requiring the same to be remedied, shall be given to the Members of the Obligated Group by the Master Trustee or any Credit Facility Provider, or, while any of the 2011 Related Bonds bears interest at a Bank Loan Interest Rate, the Registered Owner of any such 2011 Related Bonds; provided, however, that if said failure be such that it cannot be corrected within thirty (30) days after receipt of such notice, but is reasonably subject to case within a reasonable time, it shall not be an Event of Default if corrective action is instituted within such thirty (30) day period and is diligently pursued until such event or occurrence is cured.

(e) Any Member (A) fails to make any payment in respect of any Material Debt when due (whether at scheduled maturity, by required prepayment, acceleration, demand, or otherwise) and such failure continues after the applicable grace or notice period, if any, specified in the document relating thereto on the date of such failure; or (B) shall default in the due performance or observance by it of any term, covenant or agreement contained in, or any other event shall occur or condition exist under, any agreement or instrument relating to any Material Debt, the effect of such default, event or condition is to cause, or to permit the holder or holders of such Material Debt or beneficiary or beneficiaries of such Material Debt (or a trustee or agent on behalf of such holders or beneficiary or beneficiaries) to cause, such Material debt to be declared to be due and payable prior to its stated maturity, or to become payable or cash collateral in respect thereof to be demanded, or (2) any Material Debt of any Member shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.

(f) One or more non-interlocutory judgments, orders or decrees shall be entered against any Member involving in the aggregate (existing at any one time for such Member) a liability (not fully covered by independent third-party insurance) as to any single or related series of transactions, incidents or conditions, of \$1,000,000 or more, and the same shall remain unsatisfied following the entry of a final, nonappealable judgment for a period of sixty (60) days after the entry thereof.

(g) Any non-monetary judgment, order or decree shall be rendered against any Member which results, or could reasonably be expected to result, in a Material Adverse Effect, and there shall be any period of ten (10) consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect.

(h) Any material provision of this Sixth Supplement or any of the other Related Documents shall cease to be valid and binding, or any Obligated Group Member shall contest any such provision, or any Obligated Group Member or any agent or trustee on behalf of any

Obligated Group member shall deny that it has any or further liability under this Sixth Supplement or any of the other Related Documents.

(i) A default on the part of the Obligated Group Member shall occur and be continuing under any agreement between any Obligated Group Member and the Bank relating to any Indebtedness owed to the Bank.

(j) Any change in the financial condition or operations of the Obligation Group which results in an expense, liability, or obligation of any member of the Obligated Group in an amount not previously recorded exceeding \$5,000,000.

SECTION 15. PROCEDURES RELATING TO TENDER DATES UNDER THE 2011 RELATED BOND INDENTURE. Not sooner than 365 days but no later than 90 days prior to the Initial Tender Date and each successive Tender Date (each as defined in the 2011 Related Bond Indenture) during a Bank Loan Interest Rate Period, the Obligated Group shall request from the Bank indicative interest rates applicable to the next succeeding Bank Loan Interest Rate Period(s). Within 60 days of such request, the Bank shall provide notice to the Obligated Group of the applicable rate for the next succeeding Bank Loan Interest Rate Period(s). On or before 30 days prior to the expiration of the current Tender Date, the Obligated Group shall notify the Bank of its desire for the 2011 Related Bonds to remain outstanding for the duration of the new Bank Loan Interest Rate Period as quoted by the Bank. Upon acceptance, the Bank and Obligated Group shall execute such documentation as necessary to confirm the succeeding Bank Loan Interest Rate and Bank Loan Interest Rate Period, and Bond Counsel shall provide a “no adverse effect opinion” with respect to the tax-exempt status of the 2011 Related Bonds as a result of such extension. In the event the Obligated Group and the Bank fail to document in writing their agreement of the proposed Bank Loan Interest Rate and length of the succeeding Bank Loan Interest Rate Period, the Obligated Group shall be required to repurchase the 2011 Related Bonds on the Tender Date for a purchase price of 100% of the par amount plus accrued interest to the Tender Date.

SECTION 16. RATIFICATION OF MASTER INDENTURE. As supplemented hereby, the Master Indenture is in all respects ratified and confirmed and the Master Indenture as so supplemented hereby shall be read, taken and construed as one and the same instrument.

SECTION 17. SEVERABILITY. If any provision of this Sixth Supplement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case and any jurisdiction or jurisdictions or in all jurisdictions, or in all cases, because it conflicts with any other provision or provisions hereof or any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, sections or subsections contained in this Sixth Supplement shall not affect the remaining portions of this Sixth Supplement or any part thereto.

SECTION 18. COUNTERPARTS. This Sixth Supplement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

SECTION 19. GOVERNING LAW. This Sixth Supplement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 20. OBLIGATED GROUP APPROVAL OF 2011 RELATED BOND INDENTURE. The Obligated Group hereby approves the 2011 Related Bond Indenture and the issuance of the 2011 Related Bonds thereunder and covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the 2011 Related Bond Indenture or the 2011 Related Bonds authenticated and delivered thereunder and in the proceedings of the City pertaining thereto, on its part to be observed or performed, whether expressed or implied.

SECTION 21. INDEMNIFICATION OF CITY AND 2011 RELATED BOND TRUSTEE. The Obligated Group shall and hereby does indemnify and hold harmless the City and the 2011 Related Bond Trustee and all members, officers, directors, agents, and employees thereof against all losses, costs, damages, expenses and liabilities (collectively referred to hereinafter as "Losses") of whatsoever nature (including but not limited to reasonable attorneys' fees, litigations and court costs, amounts paid in settlement and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or related to one or more Claims, as hereinafter defined, excluding any such Loss or Claim that arises out of an act of negligence or willful misconduct of any member, officer, director, agent, or employee of the City and the 2011 Related Bond Trustee. The word "Claims" as used herein shall mean all claims, lawsuits, causes of action and other legal actions and proceedings of whatsoever nature, including but not limited to claims, lawsuits, causes of action and other legal actions and proceedings, involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the City, the 2011 Related Bond Trustee, the Obligated Group and any other person) brought against the City or the 2011 Related Bond Trustee or to which the City or the 2011 Related Bond Trustee is a party, that directly or indirectly result from, arise out of or relate to (i) the transfer, sale, operation, use, occupancy, maintenance or ownership of the Operating Assets or any part thereof or (ii) the execution, delivery or performance of the 2011 Related Bond Indenture, the Master Indenture or any related instruments or documents. The obligations of the Obligated Group under this Section shall apply to all Losses or Claims, or both, that result from, arise out of, or are related to any event, occurrence, condition or relationship prior to termination of the 2011 Related Bond Indenture, whether such Losses or Claims, or both, are asserted prior to termination of this Sixth Supplement. In case any action shall be brought against the City or the 2011 Related Bond Trustee in respect of which indemnity may be sought against the Obligated Group, then the City or the 2011 Related Bond Trustee, as the case may be, shall promptly notify the Obligated Group in writing. The Obligated Group shall have the right to assume the investigation and

defense thereof, including the employment of counsel, which counsel shall be satisfactory to the indemnified parties, and the payment of all expenses. The City shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, and the reasonable fees and expenses of such counsel shall be paid by the Obligated Group. The 2011 Related Bond Trustee shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by the 2011 Related Bond Trustee, unless the employment of such counsel has been authorized by the Obligated Group. If no reasonable objection is made, and the Obligated Group assumes the defense of such action, the Obligated Group shall not be liable for the fees and expenses of any counsel for the 2011 Related Bond Trustee incurred thereafter in connection with such action. In no event shall the Obligated Group be liable for the fees and expenses of more than one (1) counsel for the 2011 Related Bond Trustee in connection with any one (1) action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, unless the retaining of additional counsel has been specifically authorized by the Obligated Group.

The obligations of the Obligated Group under this Section shall survive the termination of this Sixth Supplement and the payment in full, or defeasance, of the 2011 Related Bonds.

Notwithstanding anything herein to the contrary, the Obligated Group shall not be liable for any losses or claims resulting from the negligent act of, or negligent failure to take action by, any third party.

SECTION 22. INDEMNITY. The Obligated Group shall indemnify and hold harmless the Bank, its parent, and correspondents and each of their respective directors, officers, employees and agents (each, including the Bank, an “indemnified Person”) from and against any and all claims, suits, judgments, costs, losses, fines, penalties, damages, liabilities, and expenses, including expert witness fees and legal fees, charges and disbursements of any counsel (including in-house counsel fees and allocated costs) for any Indemnified Person (“Costs”), arising out of, in connection with, or as a result of: (i) the issuance of the 2011 Related Bonds; (ii) any action or proceeding arising out of or in connection with this Sixth Supplement or any other Related Document (whether administrative, judicial or in connection with arbitration); (iii) the fraud, forgery or illegal action of parties other than the Indemnified Person; (iv) the enforcement of this Sixth Supplement or any rights or remedies under or in connection with this Sixth Supplement or another Related Document; (v) the acts or omissions, whether rightful or wrongful, of any present or future de jure or de facto governmental or regulatory authority or cause or event beyond the control of such Indemnified Person; in each case, excluding that resulting from Bank's own negligence; provided, however, that such indemnity shall not be available to any Person claiming indemnification under (i) through (v) above to the extent that such Costs are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted directly from the negligence or willful misconduct of the Indemnified Person claiming indemnity. If and to the extent that the obligations of the Obligated Group under this paragraph are unenforceable for any reason, the Obligated Group shall make the maximum contribution to the Costs permissible under applicable law.

SECTION 23. OBLIGATION ABSOLUTE. The obligations of the Obligated Group under this Sixth Supplement shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Sixth Supplement under all circumstances whatsoever, including, without limitation: (i) any lack of validity, enforceability or legal effect of this Sixth Supplement or any other Related Document, or any term or provision herein; (ii) the existence of any claim, set-off, defense or other right that the Obligated Group or any other Person may have at any time against any beneficiary, any assignee of proceeds, the Bank or any other Person; and (iii) any event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing, that might, but for this paragraph, constitute a legal or equitable defense to or discharge of or provide a right of set-off against, the Obligated Group's obligations hereunder and under the other Related Documents (whether against the Bank, the beneficiary or any other Person); provided, however, that subject to Section 23 hereof, the foregoing shall not exculpate the Bank from such liability to the Obligated Group as may be finally, judicially determined in an independent action or proceeding brought by the Obligated Group against the Bank following payment of the Obligated Group's Obligations to Bank under this Sixth Supplement.

SECTION 24. LIABILITY OF THE BANK. The liability of the Bank (or any other Indemnified Person) under, in connection with and/or arising out of this Sixth Supplement or any other Related Document, regardless of the form or legal grounds of the action or proceeding, shall be limited to any direct damages suffered by the Obligated Group that are caused directly by Bank's negligence, willful misconduct or breach of contract. Notwithstanding anything to the contrary herein, the Bank and the other Indemnified Persons shall not, under any circumstances whatsoever, be liable for any punitive, consequential, indirect or special damages or losses regardless of whether the Bank or any Indemnified Person shall have been advised of the possibility thereof or of the form of action in which such damages or losses may be claimed. The Obligated Group shall take action to avoid and mitigate the amount of any damages claimed against the Bank or any Indemnified Person, including by enforcing its rights in the underlying transaction. Any claim by the Obligated Group for damages under or in connection with this Sixth Supplement or any other Related Document shall be reduced by an amount equal to the sum of (i) the amount saved by the Obligated Group as a result of the breach or alleged wrongful conduct and (ii) the amount of the loss that would have been avoided had the Obligated Group mitigated damages.

SECTION 25. GOVERNMENT REGULATIONS. Obligated Group shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Obligated Group is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"). the Department of the Treasury or included in any Executive Orders, that prohibits or limits Bank from making any advance or extension of credit to the Obligated Group or from otherwise conducting business with Obligated Group and (b) ensure that the 2011 Related Bond proceeds shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, Obligated Group shall comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended. Obligated Group agrees to provide documentary and other evidence of Obligated Group's identity, as may be

requested by Bank at any time to enable Bank to verify Obligated Group's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

SECTION 26. SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL. The Obligated Group hereby submits to the nonexclusive jurisdiction of any state or federal court located or having jurisdiction in Orange County, Florida for purposes of all legal proceedings arising out of or relating to this Sixth Supplement, the other Related Documents or the transactions contemplated hereby or thereby. The Obligated Group irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. The Obligated Group and the Bank each hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to any Related Document or the transactions contemplated thereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Members of the Obligated Group, have caused these presents to be signed in their name and their behalf and attested by their duly authorized officers and to evidence its acceptance of the trusts hereby created and the Master Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer, all as of the day and year first above written.

LEESBURG REGIONAL MEDICAL CENTER, INC.

(SEAL)

ATTEST:

By: _____
Its President and Chief Executive Officer

Its Chief Financial Officer and Assistant Secretary

THE VILLAGES TRI-COUNTY MEDICAL CENTER, INC.

(SEAL)

ATTEST:

By: _____
Its President and Chief Executive Officer

Its Chief Financial Officer and Assistant Secretary

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

By: _____
Authorized Officer

APPENDIX A

THIS OBLIGATION NO. 15 IS NONTRANSFERABLE EXCEPT AS MAY BE REQUIRED TO EFFECT ANY TRANSFER TO ANY SUCCESSOR TO THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS BOND TRUSTEE UNDER THE TRUST INDENTURE DATED AS OF OCTOBER 1, 2011 BETWEEN THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS BOND TRUSTEE, AND THE CITY OF LEESBURG FLORIDA, AS SUPPLEMENTED AND AMENDED.

FORM OF OBLIGATION NO. 15

**CENTRAL FLORIDA HEALTH ALLIANCE OBLIGATED GROUP
OBLIGATION NO. 15
(2011 BONDS)**

KNOW ALL PERSONS BY THESE PRESENTS that Leesburg Regional Medical Center, Inc. ("LRMC"), a Florida not-for-profit corporation, as the Obligated Group Representative (the "Obligated Group Representative"), on behalf of itself and the other Members of the Obligated Group (collectively, the "Obligated Group") for value received hereby acknowledges the Members of the Obligated Group are obligated to, and promises to pay to The Bank of New York Mellon Trust Company, N.A., as trustee under that certain Bond Indenture (hereinafter described), or registered assigns, (i) the principal sum of Sixty-Three Million Three Hundred Forty Thousand and No/100 Dollars (\$63,340,000) payable in installments on the dates and in the amounts that payments are required to be deposited pursuant to the Bond Indenture with respect to the Series 2011 Bonds (as hereinafter defined), and (ii) to pay interest thereon from the date hereof on the dates and in the amounts that payments are required to be deposited pursuant to the Bond Indenture in respect of interest on the Series 2011 Bonds.

This Obligation No. 15 is a single Obligation of the Obligated Group designated as "Central Florida Health Alliance Obligated Group Obligation No. 15 (Series 2011 Bonds)" ("Obligation No. 15," and together with all other Obligations issued under the Master Trust Indenture hereinafter identified, the "Obligations") issued under and pursuant to the Sixth Supplemental Indenture for Obligation No. 15, dated as of October 1, 2011 ("Sixth Supplement"), supplementing the Master Trust Indenture, dated as of December 1, 2008, between Leesburg Regional Medical Center, Inc. and The Villages Tri-County Medical Center, Inc., as the Members of the Obligated Group, and The Bank of New York Mellon Trust Company, N.A., as master trustee (the "Master Trustee"). The Master Trust Indenture, as so supplemented and amended, is hereinafter called the "Master Indenture." This Obligation No. 15, together with all other Obligations Outstanding under the Master Indenture, is equally and ratably secured by the provisions of the Master Indenture. As provided by Section 3.01 of the Master Indenture, each Member of the Obligated Group is jointly and severally liable for this Obligation No. 15.

Unless otherwise defined herein, all terms used herein in capitalized form shall have the meanings ascribed thereto pursuant to the Master Indenture.

All obligations of the Obligated Group under this Obligation No. 15 are limited obligations payable solely from and secured by a lien upon the Net Income and certain other amounts in the manner and to the extent set forth in Section 4.01 of the Master Indenture.

Principal hereof, interest hereon, any applicable redemption premium, and other payments hereunder are payable in any coin or currency of the United States of America which on the payment date is legal tender for the payment of public and private debts. The principal hereof, premium, if any, interest hereon and other payments hereunder shall be payable in immediately available funds through installment payments to the Related Bond Trustee (as hereinafter defined) in accordance with Section 5.02 of the 2011 Related Bond Indenture (as hereinafter defined) by depositing the same with or to the account of the Related Bond Trustee, and giving notice of Payment to the Master Trustee as provided in the Sixth Supplement.

This Obligation No. 15 is issued for the purpose of evidencing and securing the indebtedness of the Obligated Group resulting from the issuance and sale of the City of Leesburg, Florida Hospital Revenue Refunding Bonds (Central Florida Health Alliance Projects), Series 2011 in the original aggregate principal amount of \$63,340,000, (the "Related Bonds"), and issued under and pursuant to the Constitution and laws of the State of Florida and Trust Indenture dated as of October 1, 2011, between the City of Leesburg, Florida (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., as Bond Trustee (in such capacity the "Related Bond Trustee"), (the "2011 Related Bond Indenture") and a Financing Agreement dated as of October 1, 2011 between the Obligated Group and the Issuer (the "Financing Agreement").

The Obligated Group shall receive credit for payment on Obligation No. 15, in addition to any credits resulting from payment or prepayment from other sources, as follows: (i) on installments of interest on Obligation No. 15 in an amount equal to moneys deposited to pay interest which amounts on deposit in the Interest Account of the Bond Fund under the 2011 Related Bond Indenture available to pay interest on the Related Bonds and to the extent such amounts have not previously been credited against payments on Obligation No. 15; (ii) on installments of principal on Obligation No. 15 in an amount equal to moneys deposited in the Principal Account of the Bond Fund under the 2011 Related Bond Indenture to pay principal which amounts are available to pay principal of the Related Bonds and to the extent such amounts have not previously been credited on Obligation No. 15; (iii) on installments of principal and interest on Obligation No. 15 in an amount equal to the principal of and interest on Related Bonds which have been called by the Related Bond Trustee for redemption prior to maturity to the extent that there are sufficient amounts for the redemption of such Related Bonds in cash on deposit with the Related Bond Trustee and available for such purpose in accordance with the 2011 Related Bond Indenture and to the extent that such amounts have not previously been credited on Obligation No. 15; provided that such credits shall be made against the installments of principal and interest on Obligation No. 15 which would be due, but for such call for redemption, to pay principal and interest of such Related Bonds when due at maturity; and (iv) on installments of principal and interest on Obligation No. 15 in an amount equal to the principal amount of and interest on Related Bonds acquired by any Member of the Obligated Group and delivered to the Related Bond Trustee for cancellation or purchased by the Related Bond Trustee and cancelled;

provided that such credits shall be made against the installments of principal and interest on Obligation No. 15 which would be due, but for the cancellation of such Related Bond, to pay principal and interest of such Related Bonds when due at maturity.

The Obligated Group shall make payments hereunder without regard to the anticipated receipt by the Related Bond Trustee of proceeds of a drawing on any Credit Facility securing the Related Bonds. To the extent proceeds of drawings on a Credit Facility are received by the Related Bond Trustee for the payment of principal or interest on the Related Bonds, the proceeds of corresponding payments hereunder shall be applied to satisfy the obligations arising under Obligation No. 15 with respect to such drawings.

Upon payment of a sum, in cash or obligations, or both, sufficient, together with any other cash and obligations held by the Related Bond Trustee and available for such purpose, to cause all Outstanding Related Bonds to be deemed to have been paid within the meaning of Section 11.01 of the 2011 Related Bond Indenture and to pay all other amounts referred to in Section 11.01 of the 2011 Related Bond Indenture, accrued and to be accrued to the date of discharge of the 2011 Related Bond Indenture, Obligation No. 15 shall be deemed to have been paid and to be no longer Outstanding under the Master Indenture.

Copies of the Master Indenture are on file at the Corporate Trust Office of the Master Trustee and reference is hereby made to the Master Indenture for the provisions, among others, with respect to the nature and extent of the rights of the owners of Obligations issued under the Master Indenture the terms and conditions on which, and the purpose for which, Obligations are to be issued and the rights, duties and obligations of the Members of the Obligated Group and the Master Trustee under the Master Indenture, to all of which the registered owner hereof, by acceptance of this Obligation No. 15, assents.

The Master Indenture permits the issuance of additional Obligations under the Master Indenture to be secured by the covenants made therein, all of which, regardless of the times of issue or maturity, are to be of equal rank without preference, priority or distinction of any Obligation issued under the Master Indenture over any other such Obligation except as expressly provided or permitted in the Master Indenture.

To the extent permitted by and as provided in the Master Indenture, modifications or changes of the Master Indenture, of any indenture supplemental thereto, and of the rights and obligations of the Members of the Obligated Group and of the owners of Obligations in any particular may be made by the execution and delivery of an indenture or indentures supplemental to the Master Indenture or any supplemental indenture. Certain modifications or changes which would affect the rights of the owners of this Obligation No. 15 may be made only with the consent of the owners of not less than a majority in aggregate principal amount of the Obligations then Outstanding under the Master Indenture. No such modification or change shall be made which will (i) effect a change in the times, amounts or currency of payment of the principal of, and premium, if any, or interest on any Obligation without the consent of the registered owner of such Obligation; (ii) permit the preference or priority of any Obligation over any other Obligation without the consent of the registered owners of all Obligations then

Outstanding; or (iii) reduce the aggregate principal amount of Obligations then Outstanding, the consent of the registered owners of which is required to authorize such supplement without the consent of the registered owners of all Obligations then Outstanding. Any such consent by the registered owners of this Obligation No. 15 shall be conclusive and binding upon such registered owner and all future owners hereof irrespective of whether or not any notation of such consent is made upon this Obligation No. 15.

In the manner and with the effect provided in Sixth Supplement, Obligation No. 15 will be subject to redemption in whole or in part prior to maturity, in an amount equal to the principal amount of any Related Bond (i) called for redemption pursuant to the 2011 Related Bond Indenture, or (ii) purchased for cancellation by the Related Bond Trustee. Obligation No. 15 shall be subject to redemption on the date any Related Bond shall be so redeemed or purchased, and in the manner provided herein.

Any redemption, either in whole or in part, shall be made upon notice thereof in the manner and upon the terms and conditions provided in the 2011 Related Bond Indenture. If this Obligation No. 15 shall have been duly called for redemption and payment of the redemption price, together with interest accrued thereon to the date fixed for redemption, shall have been made or provided for, as more fully set forth in Supplement No. 15 and the 2011 Related Bond Indenture, interest on this Obligation No. 15 shall cease to accrue from the date fixed for redemption, and, to the extent the Related Bonds are no longer outstanding under the 2011 Related Bond Indenture, from and after such date this Obligation No. 15 shall be deemed not to be Outstanding, as defined in the Master Indenture, and shall no longer be entitled to the benefits of the Master Indenture, and the registered owner hereof shall have no rights in respect of this Obligation No. 15 other than payment of the redemption price, together with accrued interest to the date fixed for redemption.

The registered owner of this Obligation No. 15 shall have no right to enforce the provisions of the Master Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default under the Master Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Master Indenture.

Obligation No. 15 is issuable only as a fully registered Obligation. This Obligation No. 15 shall be registered on the registration books to be maintained by the Obligated Group Representative for that purpose at the Corporate Trust Office of the Master Trustee and shall not be transferable except to a successor Bond Trustee under the 2011 Related Bond Indenture upon presentation of this Obligation No. 15 at said office by the Related Bond Trustee or by his duly authorized attorney and subject to the limitations, if any, set forth in Sixth Supplement. Such registration of transfer shall be without charge to the registered owner hereof, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the registered owner requesting such registration of transfer as a condition precedent to the exercise of such privilege. Upon any such registration of transfer, the Obligated Group Representative shall execute and the Master Trustee shall authenticate and deliver in exchange for this Obligation No. 15 a new Obligation, registered in the name of the transferee.

The Obligated Group and the Master Trustee may deem and treat the person in whose name this Obligation No. 15 is registered as the absolute owner hereof for all purposes; and neither the Obligated Group nor the Master Trustee shall be affected by any notice to the contrary. All payments made to the registered owner hereof shall be valid, and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable on this Obligation No. 15.

No covenant or agreement contained in this Obligation No. 15 or the Master Indenture shall be deemed to be a covenant or agreement of any director, officer, agent or employee of any Member of the Obligated Group or of the Master Trustee in his individual capacity, and no incorporator, member, officer or member of any Member of the Obligated Group shall be liable personally on this Obligation No. 15 or be subject to any personal liability or accountability by reason of the issuance of this Obligation No. 15.

This Obligation No. 15 shall not be entitled to any benefit under the Master Indenture, or be valid or become obligatory for any purpose, until this Obligation No. 15 shall have been authenticated by execution by the Master Trustee, or its successor as Master Trustee, of the Certificate of Authentication inscribed hereon.

WITNESS WHEREOF, Leesburg Regional Medical Center, Inc., as the Obligated Group Representative, has caused this Obligation No. 15 to be executed in its name and on its behalf by its President and Chief Executive Officer and attested by its Assistant Secretary on behalf of the Members of the Obligated Group all on the 6th day of October, 2011.

LEESBURG REGIONAL MEDICAL CENTER, INC., as the Obligated Group Representative on behalf of the Members of the Obligated Group

By: _____
Its President and Chief Executive Officer

ATTEST:

By: _____
Its Chief Financial Officer and Assistant Secretary

MASTER TRUSTEE'S AUTHENTICATION CERTIFICATE

The undersigned Master Trustee hereby certifies that this Obligation No. 15 is one of the obligations described in the within-mentioned Master Indenture.

Date of Authentication:

**THE BANK OF NEW YORK TRUST
MELLON COMPANY, N.A.,** as Master Trustee

October 6, 2011

By: _____
Authorized Signatory