
BOND TRUST INDENTURE

Between

ILLINOIS FINANCE AUTHORITY

And

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

Dated as of October 1, 2012

\$120,415,000 Maximum Principal Amount

ILLINOIS FINANCE AUTHORITY
REVENUE BONDS, SERIES 2012A
(HOSPITAL SISTERS SERVICES, INC. – OBLIGATED GROUP)

This instrument was prepared by:

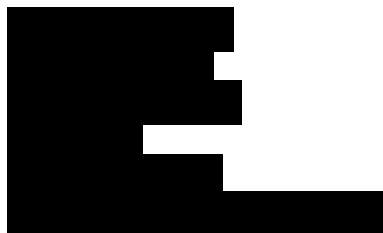


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THIS BOND TRUST INDENTURE (the “Bond Indenture”), dated as of October 1, 2012, between the ILLINOIS FINANCE AUTHORITY, a body politic and corporate of the State of Illinois (the “Authority”) and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Chicago, Illinois a national banking association, as bond trustee (the “Bond Trustee”), duly established, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States, acting through its agent with its designated corporate trust office, domicile and post office address at [REDACTED]

WITNESSETH:

WHEREAS, the Authority is a body politic and corporate of the State of Illinois (the “State”) created under the Illinois Finance Authority Act (said Act as the same may from time to time be amended being hereinafter called the “Act”); and

WHEREAS, the Authority is authorized under the Act, among other things, to finance and refinance the cost of health facilities owned and operated by not for profit health institutions, to issue bonds for the purpose of loaning funds to said institutions and to issue bonds for the purpose of refunding its bonds previously issued, such bonds to be secured by instruments evidencing and securing such loans to said institutions and to be payable solely out of the payments made by such institutions thereon, and to enter into a trust indenture providing for the issuance of such bonds and for their payment and security; and

WHEREAS, St. John’s Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation (“St. John’s”) and St. Joseph’s Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation (“St. Joseph’s-Highland”) desire to obtain moneys which will be used, and St. Elizabeth’s Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation (“St. Elizabeth’s”), St. Joseph’s Hospital, Breese, of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation (“St. Joseph’s-Breese”), St. Mary’s Hospital, Decatur, of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation (“St. Mary’s-Decatur”), St. Anthony’s Memorial Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation (“St. Anthony’s”), St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation (“St. Francis”), and St. Mary’s Hospital, Streator, of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation (“St. Mary’s-Streator” and, together with St. John’s, St. Joseph’s-Highland, St. Elizabeth’s, St. Joseph’s-Breese, St. Mary’s-Decatur, St. Anthony’s, and St. Francis, the “Users”), may desire to obtain moneys which will be used, together with certain other funds, to (i) pay or reimburse the Users for the payment of the costs of the Project (as defined herein), and (ii) pay certain expenses incurred in connection with the Series 2012A Bonds (as hereinafter defined), all as permitted under the Act; and

WHEREAS, the Authority is authorized under the Act to issue its bonds for the purposes aforesaid and the Authority has determined that the public interest will be best served and that the purposes of the Act can be more advantageously obtained by the Authority’s issuance of bonds in order to loan the funds to the Hospital Sisters Services, Inc., an Illinois not for profit corporation (the “Corporation”) and the parent corporation of each of the Users, which will, in

turn, loan a portion of such funds to some or all of the Users pursuant to a Use Agreement between the Corporation and each such borrowing User (the "Use Agreement") as a means of accomplishing the foregoing (with such loan to the Corporation to be evidenced by the Series 2012A Obligation (as hereinafter defined) to be issued to the Authority) pursuant to a Loan Agreement dated as of October 1, 2012 (the "Loan Agreement") between the Corporation and the Authority; and

WHEREAS, the repayment obligations of the Corporation under the Loan Agreement will be secured by the issuance to the Authority of the Corporation's Direct Note Obligation, Series 2012A-1 (Illinois Finance Authority) (the "Series 2012A Obligation") in the principal amount of \$120,415,000, issued under and pursuant to a Second Amended and Restated Master Trust Indenture dated as of October 1, 2012, as supplemented and amended by the First Supplemental Master Trust Indenture dated as of October 1, 2012 (the "First Supplemental Master Indenture"), and as it may be further supplemented and amended from time to time collectively, the "Master Indenture"), among the Members of the Obligated Group (as defined in the Master Indenture) and The Bank of New York Mellon Trust Company, N.A., as master trustee (the "Master Trustee"); and

WHEREAS, concurrently with the issuance of the Series 2012A Bonds (as hereinafter defined), (A) the Wisconsin Health and Educational Facilities Authority (the "Wisconsin Authority") will issue its \$76,880,000 Revenue Refunding Bonds, Series 2012B (Hospital Sisters Services, Inc. - Obligated Group) (the "Series 2012B Bonds"), (B) the Authority will issue its \$68,785,000 Revenue Bonds, Series 2012C (Hospital Sisters Services, Inc. - Obligated Group) (the "Series 2012C Bonds"), (C) the Wisconsin Authority will issue its \$61,050,000 Revenue Refunding Bonds, Series 2012D (Hospital Sisters Services, Inc. - Obligated Group) (the "Series 2012D Bonds"), (D) the Wisconsin Authority will issue its \$41,550,000 Revenue Refunding Bonds, Series 2012E (Hospital Sisters Services, Inc. - Obligated Group) (the "Series 2012E Bonds"), (E) the Authority will issue its \$31,645,000 Revenue Refunding Bonds, Series 2012F (Hospital Sisters Services, Inc. - Obligated Group) (the "Series 2012F Bonds"), (F) the Authority will issue its \$31,645,000 Revenue Refunding Bonds, Series 2012G (Hospital Sisters Services, Inc. - Obligated Group) (the "Series 2012G Bonds"), (G) the Authority will issue its \$65,885,000 Revenue Refunding Bonds, Series 2012H (Hospital Sisters Services, Inc. - Obligated Group) (the "Series 2012H Bonds"), (H) the Authority will issue its \$89,460,000 Revenue Refunding Bonds, Series 2012I (Hospital Sisters Services, Inc. - Obligated Group) (the "Series 2012I Bonds"), and (I) the Wisconsin Authority will issue its \$14,160,000 Revenue Refunding Bonds, Series 2012J (Hospital Sisters Services, Inc. - Obligated Group) (the "Series 2012J Bonds" and, together with the Series 2012A Bonds, the Series 2012B Bonds, the Series 2012C Bonds, the Series 2012D Bonds, the Series 2012E Bonds, the Series 2012F Bonds, the Series 2012G Bonds, the Series 2012H Bonds and the Series 2012I Bonds, the "Combined Bonds"); and

WHEREAS, the Combined Bonds will be considered a single bond issue for federal income tax purposes; and

WHEREAS, the execution and delivery of this Bond Indenture and the issuance of the Series 2012A Bonds under the Act have been in all respects duly and validly authorized by resolution duly passed and approved by the Authority (the "Bond Resolution"); and

WHEREAS, it has been determined that in order to accomplish such purposes the Authority will issue from time to time not to exceed \$120,415,000 in aggregate principal amount of its Revenue Bonds, Series 2012A (Hospital Sisters Services, Inc. – Obligated Group) (the “Series 2012A Bonds”) under this Bond Indenture; and

WHEREAS, all things necessary to make the Series 2012A Bonds, when authenticated by the Bond Trustee and issued as in this Bond Indenture provided, the valid, binding and legal obligations of the Authority according to the import thereof, and to constitute this Bond Indenture a valid assignment and pledge of the payments and prepayments upon the Series 2012A Obligation to provide for the payment of the principal of, premium, if any, and interest on the Series 2012A Bonds and a valid assignment of the right, title and interest of the Authority under the Loan Agreement (except Unassigned Rights, as hereinafter defined), have been done and performed, and the creation, execution and delivery of this Bond Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized:

NOW, THEREFORE, THIS BOND INDENTURE WITNESSETH:

That the Authority in consideration of the premises and of the purchase of the Series 2012A Bonds and of other good and lawful consideration, the receipt of which is hereby acknowledged, and to secure the payment of the principal of, premium, if any, and interest on and the Purchase Price of the Series 2012A Bonds, the payment by the Members of the Obligated Group of all principal, interest, fees and other amounts due from time to time under the Reimbursement Agreement, if any, and the Supplemental Bondholder’s Agreement, if any, and the performance and observance of all of the covenants and conditions herein or therein contained, has executed and delivered this Bond Indenture and has conveyed, granted, assigned, transferred, pledged, set over and confirmed and granted a security interest in and by these presents does hereby convey, grant, assign, transfer, pledge, set over and confirm and grant a security interest in, unto the Bond Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular the property, real and personal, hereinafter described (said property being herein sometimes referred to as the “trust estate”) to wit:

GRANTING CLAUSES

DIVISION I

All right, title and interest of the Authority in and to the funds created hereunder and all amounts held therein, including investment earnings;

DIVISION II

All right, title and interest of the Authority in and to the Series 2012A Obligation and all sums payable in respect of the indebtedness evidenced thereby;

DIVISION III

All right, title and interest of the Authority in and to Loan Agreement and the amounts payable to the Authority under the Loan Agreement (excluding Unassigned Rights); and

DIVISION IV

All right, title and interest of the Authority in and to the Use Agreement;

DIVISION V

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Authority, the Corporation, the Users, any other Member of the Obligated Group or by anyone on their behalf to the Bond Trustee, including without limitation funds of the Corporation or any other Member held by the Bond Trustee in any of the funds established hereunder as security for the Series 2012A Bonds;

EXCEPTED PROPERTY

There is, however, expressly excepted and excluded from the lien and operation of this Bond Indenture amounts held by the Bond Trustee in the Purchase Fund created hereunder and in the Rebate Fund established by the Tax Exemption Agreement (as such terms are hereinafter defined);

TO HAVE AND TO HOLD, all and singular, the properties and the rights and privileges hereby conveyed, assigned and pledged by the Authority or intended so to be, unto the Bond Trustee and its successors and assigns forever, in trust, nevertheless, with power of sale (a) for the equal and pro rata benefit and security of each and every owner of the Series 2012A Bonds issued and to be issued hereunder, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Series 2012A Bond over or from the others, by reason of priority in the issue or negotiation or maturity thereof, or for any other reason whatsoever, except as herein otherwise expressly provided, so that except as herein expressly provided each and all of such Series 2012A Bonds shall have the same right, lien and privilege under this Bond Indenture and shall be equally secured hereby with the same effect as if the same had all been made, issued and negotiated simultaneously with the delivery hereof and were expressed to mature on one and the same date, and (b) on a subordinated basis, for the benefit and security of (i) the Credit Facility Provider, if any, with respect to the obligations of any Member of the Obligated Group under the Reimbursement Agreement, if any, subject to Section 1311 hereof (it being understood that the rights hereunder of any Liquidity Facility Provider with respect to such Liquidity Facility Bonds are not subordinated) and (ii) the Purchaser, if any, with respect to any obligations of the Corporation or any other Member of the Obligated Group under the Supplemental Bondholder's Agreement during an Index Rate Period or any time Unremarketed Bonds are outstanding;

PROVIDED, NEVERTHELESS, that these presents are upon the express condition that if the Authority or its successors or assigns shall well and truly pay or cause to be paid the principal of such Series 2012A Bonds with interest according to the provisions set forth in the Series 2012A Bonds and each of them or shall provide for the payment or redemption of such Series 2012A Bonds by depositing or causing to be deposited with the Bond Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions hereof, and shall also pay or cause to be paid all other sums payable hereunder by the

Authority and obligations due under any Reimbursement Agreement and any Supplemental Bondholder's Agreement, then these presents and the estate and rights hereby granted shall cease, determine and become void, and thereupon the Bond Trustee, on payment of its lawful and reasonable charges and disbursements then unpaid, on demand of the Authority and upon the payment of the reasonable costs and expenses thereof, shall duly execute, acknowledge and deliver to the Authority and the Corporation such instruments of satisfaction or release as may be necessary or proper to discharge this Bond Indenture, including if appropriate any required discharge of record, and if necessary shall grant, convey, reassign and deliver to the Authority, its successors or assigns, all and singular the property, rights, privileges and interests by it hereby granted, conveyed, assigned and delivered, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided; otherwise this Bond Indenture shall be and remain in full force.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto that all Series 2012A Bonds are to be issued, authenticated and delivered, and that all the trust estate is to be held and applied, subject to the further covenants, conditions, releases, uses and trusts hereinafter set forth, and the Authority, for itself and its successors, does hereby covenant and agree to and with the Bond Trustee and its respective successors in said trust, for the benefit of those who shall own the Series 2012A Bonds, or any of them, and, on a subordinated basis, for the benefit of the Credit Facility Provider or the Purchaser, as applicable, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. To the extent not defined herein, the terms used in this Bond Indenture shall have the same meanings as set forth in *Exhibit B* and *Exhibit C* hereto and in the Master Indenture. In addition to the words and terms defined in the Master Indenture, the Loan Agreement or elsewhere in this Bond Indenture, the following words and terms as used in this Bond Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Act" means the Illinois Finance Authority Act of the State of Illinois, as from time to time amended, until such time as it may be repealed, and from and after any such repeal, any successor act thereto.

"Adjusted LIBOR Rate" means a rate per annum determined by the Index Agent in accordance with the following formula:

$$\text{Adjusted LIBOR Rate} = \frac{\text{LIBOR}}{100\% - \text{Reserve Percentage.}}$$

"Adjusted One Month LIBOR Rate" means, on any date of determination, the interest rate per annum equal to the sum of (i) 2.5% (250 basis points) and (ii) the Adjusted LIBOR Rate for an interest period of one month on such day (or if such day is not a London business day, the immediately preceding London business day).

“Advance” means either the Initial Advance or a Supplemental Advance.

“Affiliate” means a corporation, limited liability company, partnership, joint venture, association, business trust or similar entity (i) which controls, is controlled by or is under common control with, directly or indirectly, a Person; or (ii) a majority of the members of the governing body of which are members of the governing body of a Person. For the purposes of this definition, control means with respect to: (a) a corporation having stock, the ownership, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the governing body of such corporation; (b) a non-profit corporation not having stock, having the power to elect or appoint, directly or indirectly, a majority of the members of the governing body of such corporation; or (c) any other entity, the power to direct the management of such entity through the ownership of at least a majority of its voting securities or the right to designate or elect at least a majority of the members of its governing body, by contract or otherwise. For the purposes of this definition, “governing body” means with respect to: (a) a corporation having stock, such corporation’s board of directors and the owners, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporation’s directors (both of which groups shall be considered a governing body); (b) a non-profit corporation not having stock, such corporation’s members if the members have complete discretion to elect the corporation’s directors, or the corporation’s directors if the corporation’s members do not have such discretion or if such corporation has no members; and (c) any other entity, its governing board or body. For the purposes of this definition, all references to directors and members shall be deemed to include all entities performing the function of directors or members however denominated.

“Alternate Rate” means (1) with respect to Series 2012A Bonds bearing interest in a Daily Mode, a Weekly Mode, a R-FLOATs Mode for an Interest Period of 35 days or less or a Unit Pricing Mode for an Interest Period of 30 days or less, an annual rate equal to the Municipal Swap Index, announced or published immediately prior to the date such Alternate Rate is determined; (2) with respect to Series 2012A Bonds bearing interest in R-FLOATs Mode of greater than 35 days, a Unit Pricing Mode for an Interest Period of greater than 30 days or in a Term Rate Mode, an annual rate equal to 75% of the highest quoted yield on United States Government Obligations – State and Local Government Series, with a maturity equal to the length of the Interest Period for which the Alternate Rate is calculated, which yield was published in Form PD4262, Department of Treasury, Bureau of Public Debt, as most recently published prior to the date such Alternate Rate is determined; and (3) with respect to Index Bonds, as provided in *Exhibit C* hereto.

“Applicable Factor” means (i) during the initial Index Period, 74% and (ii) during any other Index Rate Period, 74%, or such other percentage or percentages as may be designated in writing by the Index Agent as the Applicable Factor(s) for such Index Rate Period pursuant to Section 207 hereof.

“*Applicable Spread*” means:

With respect to the initial Index Period, initially 100 basis points, which Applicable Spread is subject to the maintenance of the current ratings assigned by Fitch and S&P to the senior, long-term unenhanced indebtedness of the Obligated Group issued or secured pursuant to the Master Indenture (“Obligor Ratings”). In the event of a change in the Obligor Ratings, the Applicable Spread shall be the number of basis points associated with such new rating as set forth in the following schedule:

<u>Obligor Rating</u>			<u>Applicable Spread</u>
<u>Fitch</u>	<u>S&P</u>	<u>Moody’s</u>	
AA- or higher	AA- or higher	Aa3 or higher	1.00%
A+	A+	A1	1.10%
A	A	A2	1.20%
A-	A-	A3	1.30%
BBB+	BBB+	Baa1	1.40%
BBB	BBB	Baa2	1.50%
Below BBB	Below BBB	Baa2	Default Rate

In the event of a split rating from S&P, Fitch or Moody’s (to the extent Moody’s provides an Obligor Rating at the request of the Obligated Group), the lowest rating shall prevail for the purposes of determining the Applicable Spread. In the event of the adoption of any new or changed rating system by any of the Rating Agencies after the date of this Bond Indenture, including, without limitation, any recalibration or realignment of any Obligor Ratings in connection with the adoption of a “global” rating scale, each rating referred to in the table above shall be deemed to refer to the Rating Category under the new rating system which most closely approximates the applicable Rating Category currently in effect. Any change in the Applicable Spread shall become effective and be utilized in calculations of the Index Rate on the date of such change of the Obligor Ratings or on the date of any withdrawal, suspension or unavailability of the Obligor Ratings.

“*Auction Mode*” means the Mode during which any Series 2012A Bonds are in an ARS Rate Period (as defined in *Exhibit B* hereto).

“*Auction Period*” has the meaning set forth in *Exhibit B* hereto.

“*Authority*” means the Illinois Finance Authority, a body politic and corporate created and existing under and by virtue of the Act, and its successors and assigns.

“Authorized Denominations” means denominations of (i) \$100,000 and integral multiples of \$5,000 in excess thereof with respect to Series 2012A Bonds in a Unit Pricing Mode, Daily Mode or Weekly Mode, (ii) \$25,000 and any integral multiple thereof with respect to Series 2012A Bonds in an Auction Mode or R-FLOATs Mode and (iii) \$5,000 and any integral multiple thereof, with respect to Series 2012A Bonds in a Term Rate Mode, Index Mode or Fixed Rate Mode.

“Bank Default Tender Date” means the date on which the Series 2012A Bonds will be subject to mandatory tender for purchase (i) as a result of receipt by the Bond Trustee of notice from the Credit Facility Provider that an event of default under the Reimbursement Agreement relating to such Credit Facility has occurred and is continuing, which date must be a Business Day no later than four days after the date of receipt of such notice by the Bond Trustee and (ii) as a result of the receipt by the Bond Trustee of a notice from the Credit Facility Provider that it has determined that it will not reinstate the amount available under the Credit Facility for interest payments upon payment of an interest drawing, which date must be a Business Day no later than four days after the receipt of such notice by the Bond Trustee.

“Base Rate” means, for any date, a rate per annum equal to the highest of (i) the Prime Rate and (ii) the Adjusted One Month LIBOR Rate.

“Bloomberg” means Bloomberg L.P., Skillman, New Jersey, and its successors and assigns.

“Bond Counsel” means any nationally recognized municipal bond counsel acceptable to the Authority and the Bond Trustee.

“Bond Financed Property” means the Property for which any of the Users is reimbursed or which is acquired, constructed, improved, renovated, remodeled or equipped, in whole or in part, out of the loan of Series 2012A Bond proceeds or out of the proceeds of any loans refinanced or prepaid or for the prepayment of which any of the Users are reimbursed, in whole or in part, whether directly or indirectly, from the proceeds of the Series 2012A Bonds.

“Bond Indenture” means this Bond Trust Indenture dated as of October 1, 2012 between the Authority and the Bond Trustee, as it may from time to time be amended or supplemented.

“Bond Proceeds” means the total amount of money to be paid or provided by the Initial Purchaser in exchange for the Series 2012A Bonds, which monies are to be applied in accordance with this Bond Indenture.

“Bond Register” means the registration books of the Authority kept by the Bond Trustee (in its capacity as Registrar) to evidence the registration and transfer of Series 2012A Bonds.

“Bond Sinking Fund” means the fund by that name created under Section 404 hereof to which moneys are to be deposited in accordance with Section 502 hereof.

“Bond Trustee” means The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, or any successor trustee under this Bond Indenture.

“Bond Year” means any 12-month period beginning August 1 of a calendar year and ending July 31 of the next succeeding year. For the purpose of calculating debt service on the Series 2012A Bonds payable in any Bond Year, principal and interest payable on the Series 2012A Bonds on August 1 of any Bond Year shall be deemed to be payable during the preceding Bond Year.

“Bondholder”, “holder”, “owner” or “owner of the Series 2012A Bonds” means the registered owner of any Series 2012A Bond and does not mean any beneficial owner of Series 2012A Bonds whether through the book-entry only system or otherwise.

“Book-Entry Only System” means the system by that name maintained by the Securities Depository.

“Business Day” means a day that is not a Saturday, Sunday or legal holiday on which banking institutions in the State, the State of New York or any state in which the Principal Office of the Liquidity Facility Provider, the Credit Facility Provider, the Remarketing Agent, the Tender Agent, the Auction Agent, any Broker-Dealer, the Bond Trustee or the Purchaser, if any, is located are authorized to remain closed or a day on which the New York Stock Exchange is closed.

“Closing Date” means October 1, 2012, the date of the issuance and delivery of the Series 2012A Bonds.

“Code” means the Internal Revenue Code of 1986, as amended from time to time. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations, relating to such Section which Section and Regulations are applicable to the Series 2012A Bonds or the use of the proceeds thereof.

“Combined Bonds” means the Series 2012A Bonds, the Series 2012B Bonds, the Series 2012C Bonds, the Series 2012D Bonds, the Series 2012E Bonds, the Series 2012F Bonds, the Series 2012G Bonds, the Series 2012H Bonds, the Series 2012I Bonds and the Series 2012J Bonds.

“Consumer Price Index” means the Consumer Price Index reported from time to time by the Bureau of Labor Statistics of the U.S. Department of Labor or any successor index thereto.

“Continuing Disclosure Agreement” means any continuing disclosure agreement subsequently entered into by the Corporation in connection with any of the Series 2012A Bonds.

“Conversion Date” means the Mode Change Date.

“Corporation” means Hospital Sisters Services, Inc, an Illinois not for profit corporation, and its successors, assigns and any resulting or transferee corporation.

“Credit Facility” means a letter of credit, including, if applicable, a confirming letter of credit, or similar credit facility issued by a Credit Facility Provider which, by its terms, shall secure the payment of the principal of and interest on the Series 2012A Bonds when due,

delivered to the Bond Trustee pursuant to Section 8.11 of the Loan Agreement, including a Substitute Credit Facility.

“Credit Facility Provider” means the commercial bank, savings institution, insurance company or other financial institution issuing a Credit Facility.

“Current Mode” shall have the meaning specified in Section 212 hereof.

“Daily Mode” means the Mode during which any Series 2012A Bond bears interest at the Daily Rate.

“Daily Rate” means an interest rate that is determined on each Business Day with respect to the Series 2012A Bonds in the Daily Mode pursuant to Section 206 hereof.

“Date of Original Issuance” means the Closing Date.

“Defaulted Interest” means interest on any Series 2012A Bond which is payable but not duly paid on the date due.

“Depository Participant” means a member of, or participant in, the Securities Depository.

“DTC” means The Depository Trust Company.

“Earliest Redemption Date” has the meaning assigned thereto in *Exhibit C*.

“Electronic Means” means telecopy, telegraph, telex, facsimile transmission, email transmission or other similar electronic means of communication, including a telephonic communication confirmed by writing or written transmission.

“Eligible Account” means an account that is either (a) maintained with a federal or state-chartered depository institution or trust company that has a S&P short-term debt rating of at least ‘A-2’ (or if no short-term debt rating is maintained, a long-term debt rating of ‘BBB+’); or (b) maintained with the corporate trust department of a federal depository institution or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 or the U.S. Code of Federal Regulation Section 9.10(b), which, in either case, has corporate trust powers and is acting in its fiduciary capacity.

“Eligible Bonds” means any Series 2012A Bonds other than Liquidity Facility Bonds or Series 2012A Bonds owned by, for the account of, or on behalf of, the Authority or the Corporation or any Affiliate of the Corporation in a Mode with respect to which a Liquidity Facility is required.

“Eligible Moneys” means (a) Bond proceeds deposited with the Bond Trustee contemporaneously with the issuance and sale of the Bonds and which were continuously thereafter held subject to the lien of this Bond Indenture in a separate and segregated fund, account or subaccount established under this Bond Indenture in which no moneys which were not Eligible Moneys were at any time held, together with investment earnings on such Bond

proceeds; (b) moneys (i) paid or deposited by any User, the Corporation or any other Member of the Obligated Group to or with the Bond Trustee, (ii) continuously held in any fund, account or subaccount established hereunder which is subject to the lien of this Bond Indenture and in which no other moneys which are not Eligible Moneys are held and (iii) which have so been on deposit with the Bond Trustee or the Tender Agent for at least 367 days from their receipt by the Bond Trustee or the Tender Agent, during and prior to which period no petition by or against the Authority, any User, the Corporation, any other Member of the Obligated Group or any “affiliate” thereof (as defined in Title 11 of the United States Code) to which such moneys are attributable under any bankruptcy or similar law now or hereafter in effect shall have been filed and no bankruptcy or similar proceeding otherwise initiated (unless such petition or proceeding shall have been dismissed and such dismissal shall be final and not subject to appeal), together with investment earnings on such moneys; (c) moneys received by the Bond Trustee from any draw on a Credit Facility or a Liquidity Facility which are held in any fund, account or subaccount established hereunder in which no other moneys which are not drawn on such Credit Facility or Liquidity Facility are held, together with investment earnings on such moneys; (d) proceeds from the remarketing of any Bonds pursuant to the provisions of this Bond Indenture to any person other than the Authority, the Corporation, any User, any other Member of the Obligated Group or any “affiliate” thereof (as defined in Title 11 of the United States Code); (e) proceeds from the issuance and sale of refunding bonds, together with the investment earnings on such proceeds, if there is delivered to the Bond Trustee at the time of issuance and sale of such bonds an opinion of nationally recognized bankruptcy counsel, which opinion is not objected to by the Bond Trustee (which opinion may assume that no Bondholders are “insiders” within the meaning of Title 11 of the United States Code) to the effect that the use of such proceeds and investment earnings to pay the principal of, premium, if any, or interest on the Bonds would not be avoidable as preferential payments under Section 547 of the United States Bankruptcy Code recoverable under Section 550 of the United States Bankruptcy Code should the Authority, any User, the Corporation, any other Member of the Obligated Group or any “affiliate” thereof (as defined in Title 11 of the United States Code) become a debtor in a proceeding commenced thereunder; and (f) moneys which are derived from any other source, together with the investment earnings on such moneys, if the Bond Trustee has received an unqualified opinion of nationally recognized bankruptcy counsel, which opinion is not objected to by the Bond Trustee (which opinion may assume that no Bondholders are “insiders” within the meaning of Title 11 of the United States Code) to the effect that payment of such amounts to bondholders would not be avoidable as preferential payments under Section 547 of the United States Bankruptcy Code recoverable under Section 550 of the United States Bankruptcy Code should the Authority, any User, the Corporation, any other Member of the Obligated Group or any “affiliate” thereof (as defined in Title 11 of the United States Code) become a debtor in a proceeding commenced thereunder; provided that such proceeds, moneys or income shall not be deemed to be Eligible Moneys or available for payment of the Bonds if, among other things, an injunction, restraining order or stay is in effect preventing such proceeds, moneys or income from being applied to make such payment. For the purposes of this definition, the term “moneys” shall include cash and any investment securities including, without limitation, Government Obligations.

“Event of Default” means, respectively, any occurrence or event specified in Section 702 hereof.

“Expiration Date” means (i) the date upon which a Liquidity Facility or a Credit Facility is scheduled to expire (taking into account any extensions of such Expiration Date) in accordance with its terms without regard to any early termination thereof, (ii) the date upon which a Liquidity Facility terminates following voluntary termination by the Corporation pursuant to Section 8.10(c) of the Loan Agreement and (iii) the date upon which a Credit Facility terminates following voluntary termination by the Corporation pursuant to Section 8.11 of the Loan Agreement.

“Facilities” means all land, leasehold interests and buildings and all fixtures and equipment (as defined in the Uniform Commercial Code or equivalent statute in effect in the state where such fixtures or equipment are located) of a Person.

“Favorable Opinion of Bond Counsel” means, with respect to any action the occurrence of which requires such an opinion, an unqualified Opinion of Counsel, which shall be Bond Counsel, to the effect that such action is permitted under this Bond Indenture and will not, in and of itself, adversely affect the validity or enforceability of the Series 2012A Bonds or result in the inclusion of interest on the Series 2012A Bonds in gross income for federal income tax purposes (subject to the inclusion of any exceptions contained in the opinion of Bond Counsel delivered upon original issuance of the Series 2012A Bonds), and containing any other opinion specifically required by the provisions of this Bond Indenture.

“Final Draw Date” means the earlier of (i) March 1, 2014 or such later date as is determined pursuant to Section 302 hereof or (ii) the date the Initial Purchaser receives written notice from the Corporation that no more Supplemental Advances will be requested pursuant to the terms of this Bond Indenture.

“First Supplemental Master Indenture” means the First Supplemental Master Trust Indenture dated as of October 1, 2012, pursuant to which the Series 2012A Obligation is issued.

“Fitch” means Fitch, Inc., its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, *“Fitch”* shall be deemed to refer to any other nationally recognized securities rating agency designated by the Bond Trustee, with the consent of the Credit Facility Provider, at the written direction of the Corporation with written notice to the Credit Facility Provider, the Liquidity Facility Provider and the Bond Trustee.

“Fixed Rate” means the fixed interest rate or rates on Series 2012A Bonds determined pursuant to and in accordance with Sections 209, 212(B) and 502(B) hereof.

“Fixed Rate Bonds” means the Series 2012A Bonds bearing interest at a Fixed Rate during a Fixed Rate Mode.

“Fixed Rate Conversion Date” means the day following the last day of one Mode for a Series 2012A Bond on which the Fixed Rate Mode begins.

“Fixed Rate Mode” means the Mode during which any Series 2012A Bond bears interest at a Fixed Rate.

“Fixed Rate Period” means the period from the date a Series 2012A Bond is converted to a Fixed Rate Mode to the Maturity Date.

“Flexible Auction Period” has the meaning set forth in *Exhibit B*.

“Fund” means any of the funds established pursuant to this Bond Indenture.

“Government Obligations” means (a) United States Government Obligations or (b) evidences of a direct ownership in future interest or principal payments on United States Government Obligations, which obligations are held in a custodial account by a custodian satisfactory to the Bond Trustee pursuant to the terms of a custody agreement and are rated “AA+” by Standard & Poor’s.

“Immediate Notice” means notice by telephone, email transmission or telecopier to such address as the addressee shall have provided in writing, promptly followed by written notice by first class mail, postage prepaid; provided, however, that if any Person required to give an Immediate Notice shall not have been provided with the necessary information as to the telephone, email transmission or telecopier number of an addressee, Immediate Notice shall mean written notice by first class mail, postage prepaid.

“Independent Architect” means an architect, engineer or firm of architects or engineers selected by a User, acceptable to the Authority and licensed by, or permitted to practice in, the state where the construction involved is located, which architect, engineer or firm of architects or engineers shall have no interest, direct or indirect, in a User and, in the case of an individual, shall not be a partner, member, director, officer, controlling shareholder or employee of a User and, in the case of a firm, shall not have a partner, member, director, officer or employee who is a partner, member, director, officer, controlling shareholder or employee of a User; it being understood that an arm’s-length contract with a User for the performance of architectural or engineering services shall not in and of itself be regarded as creating an interest in or an employee relationship with such entity and that the term Independent Architect may include an architect or engineer or a firm of architects or engineers who otherwise meet the requirements of this definition and who also are under contract to construct the facility which they have designed.

“Independent Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include independent legal counsel for the Corporation, a User, the Bond Trustee, the Authority or the Master Trustee.

“Index” means LIBOR during the initial Interest Period during the initial Index Mode and, thereafter during an Index Mode, shall be LIBOR or any different index selected by the Corporation pursuant to Section 207 hereof.

“Index Agent” means: (a) for the initial Interest Period in the initial Index Mode, the Initial Purchaser; and (b) for any subsequent Interest Period in the Index Mode, the Initial Purchaser or, if the Initial Purchaser will not hold all of the Series 2012A Bonds as of the first day of such Interest Period, such other financial institution or financial advisory firm as designated by the Corporation and acceptable to the Initial Purchaser if it will hold any Series 2012A Bonds on the first day of such Interest Period and each subsequent Purchaser which will

hold any Series 2012A Bonds on the first day of such Interest Period pursuant to Section 207 hereof or Section 1.2(e) of *Exhibit C*, as applicable.

“*Index Bond Default Rate*” means such interest rate as is designated in writing by the Index Agent as the interest rate to be in effect during an Interest Period during an Index Mode when an Event of Default has occurred and is continuing under this Bond Indenture, all pursuant to Section 207 hereof and *Exhibit C* hereto, it being understood that such interest rate may consist of an index such as a prime rate or LIBOR, in either case, plus a spread. During the initial Interest Period in the initial Index Mode, the Index Bond Default Rate shall be the rate set forth in *Exhibit C*, Section 1.2(a)(i).

“*Index Bond Unremarketed Rate*” means such interest rate as is designated in writing by the Index Agent as the interest rate to be in effect at the end of an Interest Period in an Index Mode for Unremarketed Bonds unless an Event of Default under this Bond Indenture has occurred and is continuing, all pursuant to Section 207 hereof and *Exhibit C* hereto, it being understood that such interest rate may consist of an index such as a prime rate or LIBOR, in either case, plus a spread. During the initial Interest Period in the initial Interest Mode, the Index Bond Unremarketed Rate shall be the rate set forth in *Exhibit C*, Section 1.2(a)(i).

“*Index Bonds*” means Series 2012A Bonds that bear interest in the Index Mode.

“*Index Mode*” means the Mode during which any Series 2012A Bonds bear interest at the Index Rate.

“*Index Rate*” means an interest rate that is determined with respect to any Series 2012A Bonds in the Index Mode pursuant to Section 207; provided, however, that the Index Rate shall never exceed the Maximum Rate.

“*Index Rate Conversion Date*” means a date on which the Series 2012A Bonds begin to bear interest at Index Rates and any date on which there is a change from one Index Rate Period to another Index Rate Period (including, without limitation, the Initial Purchase Date).

“*Index Rate Period*” or “*Index Period*” means a period in which the Series 2012A Bonds bear interest at the Index Rate pursuant to Section 207 and *Exhibit C* hereof.

“*Initial Advance*” means the advance of \$300,000 of Series 2012A Bond Proceeds made to the Corporation on the Closing Date pursuant to this Bond Indenture.

“*Initial Index Bonds*” means the Series 2012A Bonds during the initial Index Mode.

“*Initial Purchase Date*” means the initial Purchase Date for the Initial Index Bonds, which is the Interest Payment Date immediately preceding the seventh anniversary of the date of issuance of the Series 2012A Bonds.

“*Initial Purchaser*” means JPMorgan Chase Bank, National Association as the initial purchaser of the Series 2012A Bonds under the Purchase Contract and any successors and assigns permitted under the terms of the Supplemental Bondholder’s Agreement.

“Interest Payment Date” means (1) with respect to Series 2012A Bonds in a Daily Mode, a Weekly Mode or an R-FLOATs Mode other than Series 2012A Bonds in a Special R-FLOATs Rate Period, the first Business Day of each month and as set forth in Section 206(F)(3); (2) with respect to Series 2012A Bonds in a Special R-FLOATs Rate Period of 90 days or less, the first Business Day of the month following the last day of such Special R-FLOATs Rate Period and with respect to Series 2012A Bonds in a Special R-FLOATs Rate Period of more than 90 days, the first Business Day of each third month following the commencement of such Special R-FLOATs Rate Period and the first Business Day of the month following the last day of such Special R-FLOATs Rate Period and, in each case, as set forth in Section 206(F)(3); (3) with respect to Series 2012A Bonds in a Unit Pricing Mode (a) with an Interest Period of 180 days or less, the Purchase Date, and (b) with an Interest Period of 181 days or more, the first Business Day of the sixth calendar month following the month in which the change in Mode occurs and the Purchase Date; (4) with respect to Series 2012A Bonds in an Index Mode, the first Business Day of each month, (5) with respect to Series 2012A Bonds in a Term Rate Mode, the first February 1 or August 1 following the month in which the conversion to the Term Rate Mode occurs and each February 1 and August 1 thereafter; (6) with respect to Series 2012A Bonds in the Fixed Rate Mode, the first February 1 or August 1 following the month in which the conversion to the Fixed Rate Mode occurs and each February 1 and August 1 thereafter; (7) with respect to a Series 2012A Bond in the Auction Mode, *“Interest Payment Date”* as defined in *Exhibit B* hereto; (8) any Mode Change Date; (9) the Maturity Date of the Series 2012A Bonds; and (10) with respect to Liquidity Facility Bonds, the dates set forth in the Reimbursement Agreement.

“Interest Payment Period” means the period commencing on the last Interest Payment Date to which interest has been paid (or, if no interest has been paid from the date of original issuance of the Series 2012A Bonds, commencing on the date of original issuance) to, but not including, the Interest Payment Date on which interest is to be paid.

“Interest Period” means the period of time that an interest rate remains in effect, which period:

(1) with respect to any Series 2012A Bonds in an Index Mode, shall be established for such Series 2012A Bonds pursuant to the provisions in *Exhibit C* hereto;

(2) with respect to any Series 2012A Bonds in an R-FLOATs Mode: (i) bearing interest in an R-FLOATs Weekly Mode, commences on the first day Series 2012A Bonds begin to accrue interest in the R-FLOATs Weekly Mode and ends on the next succeeding Wednesday, and thereafter commences on each Thursday and ends on Wednesday of the following week; (ii) bearing interest in an R-FLOATs Monthly Mode, commences on the first day the Series 2012A Bonds begin to accrue interest in the R-FLOATs Monthly Mode and ends on the date immediately preceding the first Business Day of the following month, and thereafter commences on the first Business Day of each month and ends on the date immediately preceding the first Business Day of the following month; (iii) bearing interest in an R-FLOATs Mode pursuant to Section 206(E) hereof, a Special R-FLOATs Rate Period; and (iv) during a Non-Remarketing Period, shall be determined pursuant to Section 206(F);

(3) with respect to Series 2012A Bonds in a Daily Mode, commences on a Business Day and extends to, but does not include, the next succeeding Business Day;

(4) with respect to Series 2012A Bonds in a Weekly Mode, commences on the first day Series 2012A Bonds begin to accrue interest in the Weekly Mode and ends on the next succeeding Wednesday, and thereafter commences on each Thursday and ends on Wednesday of the following week;

(5) with respect to Series 2012A Bonds in a Unit Pricing Mode, shall be established by the Remarketing Agent pursuant to Section 205 hereof;

(6) with respect to Series 2012A Bonds in a Term Rate Mode, initially, shall be from and including the Mode Change Date to, but not including, the Purchase Date established pursuant to Section 208 hereof and thereafter shall be from and including such Purchase Date to but not including the next Purchase Date;

(7) with respect to Series 2012A Bonds in an Auction Mode, shall be an Auction Period; and

(8) with respect to Series 2012A Bonds in a Fixed Rate Mode, shall be the Fixed Rate Period.

“Interested Parties” means the Authority, the Corporation, the Users, any other Member of the Obligated Group, the Bond Trustee, the Tender Agent, the Paying Agent (if any), the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Remarketing Agent, the Auction Agent (if any), the Broker-Dealers (if any), and the holders.

“Land” means the real property of the Users described on *Exhibit A* to the Master Indenture.

“Letter of Representations” means a Blanket Letter of Representations from the Authority accepted by DTC.

“LIBOR” means, (a) with respect to the Index Mode, the rate per annum determined on the basis of the rate of deposits in U.S. dollars offered for a term of one month, which rate appears on the display designated on the Moneyline Telerate (Page 3750) (or such other page as may replace the Moneyline Telerate (Page 3750) or such other service or services as may be nominated by the British Bankers’ Association for the purpose of displaying London interbank offered rates in U.S. dollar deposits), determined at approximately 11:00 a.m., London time, on the date of determination, or if such rate is not available, another rate determined by the Index Agent and, with respect to which, the Index Agent has provided the Bond Trustee written notice of the same; and (b) on any date of determination for an Auction Period, the offered rate (rounded up to the next highest one one-thousandth of one percent (0.001%)) for deposits in U.S. dollars for a three-month period which appears on Telerate Page 3750 (or such other page as may replace that page on that service, or such other service as may be nominated by the British Bankers’ Association, for the purpose of displaying London interbank offered rates for U.S. dollar deposits) as of 11:00 A.M., London time, on the day that is two Business Days preceding the Reset Date.

“Liquidity Facility” means a standby bond purchase agreement, letter or line of credit or similar liquidity facility issued by a Liquidity Facility Provider which, by its terms, provides for the payment of the Purchase Price of Series 2012A Bonds tendered and not remarketed, furnished to the Bond Trustee pursuant to Section 8.10 of the Loan Agreement, including a Substitute Liquidity Facility, which Liquidity Facility shall be approved by the Credit Facility Provider, if any, and the Authority, it being understood that if the Corporation or any Affiliate is providing a Liquidity Facility that the Liquidity Facility may consist of practices, procedures and/or undertakings to provide for such payment and need not consist of a written contract or agreement. To the extent a Credit Facility provides for such payment, it shall also be deemed to be a Liquidity Facility. The Corporation is not required by the Loan Agreement to provide a Liquidity Facility for the Series 2012A Bonds in the Index Mode, R-FLOATs Mode, Auction Mode, Term Rate Mode or Fixed Rate Mode.

“Liquidity Facility Bond Rate” means the interest rate(s) applicable from time to time to Liquidity Facility Bonds as determined in accordance with the applicable Liquidity Facility or Substitute Liquidity Facility (subject to a maximum interest rate under such Liquidity Facility to be approved by the Credit Facility Provider, if any, which shall not exceed the Maximum Rate); provided, however, if the Corporation or any Affiliate of the Corporation is the Liquidity Facility Provider, the Liquidity Facility Bond Rate will be zero percent.

“Liquidity Facility Bond Sale Date” means the day on which a Liquidity Facility Bond ceases to be a Liquidity Facility Bond.

“Liquidity Facility Bonds” means Series 2012A Bonds purchased by a Liquidity Facility Provider pursuant to a Liquidity Facility, but excluding Series 2012A Bonds no longer considered Liquidity Facility Bonds pursuant to the terms of such Liquidity Facility.

“Liquidity Facility Deposit Account” means the account by that name within the Purchase Fund established pursuant to Section 510 hereof.

“Liquidity Facility Provider” means (i) the commercial bank, savings institution, insurer or other financial institution or (ii) the Corporation, any of the Users or any company or group of companies with which the Corporation is affiliated issuing a Liquidity Facility, in either case, which Liquidity Facility Provider is acceptable to the Credit Facility Provider.

“Loan Agreement” means the Loan Agreement dated as of October 1, 2012 between the Corporation and the Authority, as it may from time to time be amended and supplemented.

“Mandatory Purchase Date” means: (1) any Purchase Date for Series 2012A Bonds in the Index Mode, the Unit Pricing Mode or the Term Rate Mode; (2) any Mode Change Date; (3) the effective date of an elective change to a Special R-FLOATs Rate Period of greater than 35 days; (4) unless the provisions of Section 508 hereof are satisfied, any Termination Date, Bank Default Tender Date, Substitute Liquidity Facility Date or Expiration Date; and (5) any Substitute Credit Facility Date.

“Mandatory Purchase Price” means an amount equal to 100% of the principal amount of the Series 2012A Bonds subject to mandatory tender for purchase on the Mandatory Purchase

Date plus accrued interest thereon from and including the most recent Interest Payment Date to and including the Mandatory Purchase Date.

“Mandatorily Tendered Bonds” means the Series 2012A Bonds required to be tendered for purchase on a Mandatory Purchase Date.

“Master Indenture” means the Second Amended and Restated Master Trust Indenture dated as of October 1, 2012, as supplemented and amended by the First Supplemental Master Indenture, and as it may from time to time be further supplemented or amended in accordance with the terms thereof.

“Master Trustee” means The Bank of New York Mellon Trust Company, N.A., or any successor trustee under the Master Indenture.

“Maturity Date” means: August 1, 2040, or with respect to a Series 2012A Bond upon change to the Fixed Rate Mode, such maturities as are determined pursuant to Section 502(B) hereof; provided that while any Series 2012A Bond bears interest at the Auction Rate, such Series 2012A Bond shall mature on and the Maturity Date thereof shall be the Interest Payment Date for such Series 2012A Bond immediately preceding August 1, 2040.

“Maximum Principal Amount of the Series 2012A Bonds” means \$120,415,000.

“Maximum Rate” means (i) with respect to Series 2012A Bonds other than Index Bonds and Liquidity Facility Bonds, the lesser of 15% per annum and the maximum interest rate permitted by law, and (ii) with respect to Index Bonds and Liquidity Facility Bonds, the lesser of 25% per annum and the maximum interest rate permitted by law.

“Member of the Obligated Group” or *“Member”* means any person which has executed the Master Indenture or any supplements thereto and thereby has become contractually obligated to comply with the provisions of the Master Indenture and has not withdrawn from the Obligated Group pursuant to the provisions of the Master Indenture.

“Mode” means, as the context may require, the Auction Mode, the Index Mode, the Unit Pricing Mode, the Daily Mode, the Weekly Mode, the R-FLOATs Mode, the Term Rate Mode or the Fixed Rate Mode.

“Mode Change Date” means the day following the last day of one Mode for a Series 2012A Bond on which another Mode begins.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Bond Trustee, with the consent of the Credit Facility Provider, at the written direction of the Corporation with written notice to the Authority, the Credit Facility Provider, the Liquidity Facility Provider and the Bond Trustee.

“Municipal Swap Index” means The Securities Industry and Financial Markets Association Municipal Swap Index as disseminated by Municipal Market Data, a Thomson Financial Services Company, or its successor, for the most recently preceding Business Day.

“Net Proceeds” means, when used with respect to any insurance or condemnation award or sale consummated under threat of condemnation, the gross proceeds from the insurance or condemnation award or sale with respect to which that term is used less all expenses (including attorney’s fees, adjuster’s fees and any expenses of the Master Trustee) incurred in the collection of such gross proceeds.

“New Mode” has the meaning specified in Section 212 hereof.

“Non-Remarketing Period” has the meaning specified in Section 206(F)(1) hereof.

“Obligated Group” means, collectively, the Members of the Obligated Group.

“Officer’s Certificate” means a certificate signed, in the case of a certificate delivered by a Person which is a corporation, by the President, any Vice President, Treasurer or such other duly authorized officer of such corporation or, in the case of a certificate delivered by any Person which is not a corporation, the chief executive or chief financial officer of such other Person, in either case whose authority to execute such Certificate shall be evidenced to the satisfaction of the Bond Trustee.

“Opinion of Counsel” means a written opinion of counsel who is acceptable to the Bond Trustee and the Authority in form and substance acceptable to the Authority, the Bond Trustee and the Credit Facility Provider (but only if the Credit Facility Provider is an addressee of such opinion).

“Original Amortization Schedule” has the meaning specified in Section 502 hereof.

“Outstanding,” “Series 2012A Bonds outstanding” or *“outstanding Series 2012A Bonds”* means, subject to Section 1104 hereof, as of any given date, all Series 2012A Bonds which have been duly authenticated and delivered under this Bond Indenture, except:

- (a) Series 2012A Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Series 2012A Bonds for the payment or redemption of which cash or noncallable Government Obligations shall have been theretofore deposited with the Bond Trustee (whether upon or prior to the maturity or redemption date of any such Series 2012A Bonds) in accordance with Article XI hereof;
- (c) Series 2012A Bonds in lieu of which others have been authenticated under this Bond Indenture;
- (d) after any Purchase Date, any Series 2012A Bond for which a tender notice was given in accordance with Section 504 of this Bond Indenture and which was not so tendered;

(e) after any Mandatory Purchase Date, any Series 2012A Bond which was required to be tendered on such a Mandatory Purchase Date in accordance with Sections 505, 506, 507 or 508 of this Bond Indenture and which was not so tendered and for which the applicable Purchase Price has been paid; and

(f) for the purpose of all consents, approvals, waivers and notices required to be obtained or given hereunder, Series 2012A Bonds (other than Liquidity Facility Bonds) held or owned by the Corporation or any other Obligated Group Member or any person controlling, controlled by or under common control with the Corporation or any Obligated Group Member to the extent provided in Section 1201 hereof.

In determining whether the holders of a requisite aggregate principal amount of outstanding Series 2012A Bonds have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of this Bond Indenture, Series 2012A Bonds which are owned or held by a Member shall be disregarded and deemed not to be Outstanding under this Bond Indenture for the purpose of any such determination.

“Paying Agent” means the Bond Trustee and such other bank or banks designated pursuant to this Bond Indenture to receive and disburse the principal of and interest and premium, if any, on the Series 2012A Bonds.

“Person” means any natural person, firm, joint venture, association, partnership, business trust, corporation, public body, agency or political subdivision thereof or any other similar entity.

“Plans and Specifications” means the plans and specifications for the Project which have been prepared by an Independent Architect and approved by the Corporation or the Users, together with such modifications and additions thereto as are made by the Corporation in accordance with the provisions of Section 3.3 of the Loan Agreement.

“Prime Rate” means, for any day, the rate of interest per annum publicly announced from time to time by the Purchaser as its prime rate in effect (it being understood that such prime rate for commercial lending may not be the best or lowest rate offered by the Purchaser). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

“Principal Office” means, when used with respect to the Bond Trustee, the corporate trust office of the Bond Trustee located in Chicago, Illinois or such other office of the Bond Trustee as may be designated by the Bond Trustee in writing to the Authority or designated in any notice to the holders and, when used with respect to any other entity, means the principal office of such entity or such other office of such entity as may be designated by that entity in writing to the Bond Trustee.

“Project” means the acquisition, construction and equipping of the Users’ health care facilities financed, directly or indirectly, with the proceeds of the Combined Bonds, as more specifically described in the Project Certificate.

“Project Certificate” means the Certificate Regarding the Expenditure of Funds dated the Closing Date delivered by the Corporation and the Users in connection with the initial issuance and delivery of the Series 2012A Bonds.

“Project Certificate Exhibit” means Exhibit A to the Project Certificate, which Exhibit sets forth the Bond Financed Property and their related useful lives.

“Project Documents” means the documents defined as such in Section 3.1 of the Loan Agreement.

“Purchase Contract” means the Purchase Contract dated September 25, 2012 among the initial Purchaser, the Members of the Obligated Group and the Authority providing for the sale of the Series 2012A Bonds.

“Purchase Date” means (i) during an Index Mode, the purchase date established pursuant to the provisions in *Exhibit C* hereto; (ii) during the Unit Pricing Mode or the Term Rate Mode, the date determined by the Remarketing Agent on the most recent Rate Determination Date as the date on which such Series 2012A Bonds shall be subject to purchase, (iii) during the Daily Mode or the Weekly Mode, a Business Day for which notice of tender as required by this Bond Indenture has been given, and (iv) for a Series 2012A Bond in the Weekly R-FLOATs Mode, any Rate Determination Date, for a Series 2012A Bond in the Monthly R-FLOATs Mode any Interest Payment Date, and for a Series 2012A Bond in the Special R-FLOATs Rate Period the Interest Payment Date immediately following such Special R-FLOATs Rate Period in each case selected by the holders of said Series 2012A Bond pursuant to Section 504, provided that the Series 2012A Bonds in the R-FLOATs Mode are entitled to be purchased only to the extent that proceeds of a remarketing are available for such purchase.

“Purchase Fund” means the fund created under Section 510 hereof.

“Purchase Price” means (i) an amount equal to the principal amount of any Series 2012A Bonds purchased on any Purchase Date, plus, in the case of any purchase of Series 2012A Bonds in the Index Mode, the Daily Mode, the Weekly Mode or the R-FLOATs Mode, accrued and unpaid interest thereon, if any, to the Purchase Date, or (ii) an amount equal to the principal amount of Series 2012A Bonds purchased on a Mandatory Purchase Date, plus accrued and unpaid interest thereon, if any, to the Mandatory Purchase Date.

“Purchaser” means during any Index Rate Period or with respect to Unremarketed Bonds, the owner of the Series 2012A Bonds, provided, that there is a single owner of all of the Series 2012A Bonds and provided, further, that the Series 2012A Bonds are not then held under a book-entry system. If there is more than one owner of the Series 2012A Bonds, “Purchaser” means owners owning a majority of the aggregate principal amount of the Series 2012A Bonds outstanding. If the Series 2012A Bonds are then held under a book-entry system, “Purchaser” means the beneficial owner of the Series 2012A Bonds, provided that there is a single beneficial owner of all of the Series 2012A Bonds. If there is more than one beneficial owner of the Series 2012A Bonds, “Purchaser” means beneficial owners who are the beneficial owners of a majority of the aggregate principal amount of the Series 2012A Bonds outstanding.

“Qualified Investments” means, to the extent they are lawful investments under then applicable law for the moneys to be invested therein:

(a) Government Obligations;

(b) Certificates of deposit, time deposits or other direct, unsecured debt obligations of any bank (including without limitation the Master Trustee or the Bond Trustee), trust company or savings and loan association if all of the direct, unsecured debt obligations of such institution at the time of purchase of such certificates of deposit, time deposits or obligations, which are rated by a Rating Agency and are rated by such Rating Agency in one of the three highest rating categories assigned by such Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise), or which certificates of deposit, time deposits or obligations are fully secured by a security interest in obligations described in clauses (a) of this definition; provided, however, that if such certificates of deposit, time deposits or obligations are so secured (1) the Bond Trustee shall have a perfected first security interest in the obligations securing such certificates of deposit, time deposits or obligations, (2) the Bond Trustee shall hold or shall have the option to appoint an intermediary bank, trust company or savings and loan association as its agent to hold the obligations securing such certificates of deposit or time deposits, and (3) the Bond Trustee or its appointed agent shall hold such obligations free and clear of the liens or claims of third parties;

(c) Certificates of deposit or time deposits of any bank (including the Bond Trustee and the Master Trustee), trust company or savings and loan association which certificates of deposit or time deposits are fully insured by a federally sponsored deposit insurance program;

(d) Securities of the type described in clause (a) above purchased under agreements to resell such securities to any registered broker/dealer subject to the Securities Investors Protection Corporation jurisdiction or any commercial bank, if such broker-dealer's or bank's uninsured, unsecured and unguaranteed obligations which are rated by a Rating Agency and are rated by such Rating Agency in one of the two highest rating categories assigned by such Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise), provided: (i) a master repurchase agreement or specific written repurchase agreement governs the transaction; (ii) the repurchase agreement has a term of 30 days or less, or the Bond Trustee is required thereunder to value the collateral securities no less frequently than monthly and to liquidate or cause the custodian to liquidate the collateral securities if any deficiency in the required collateral percentage is not restored within two business days of such valuation; (iii) the fair market value of the securities in relation to the amount of the repurchase obligation, including principal and interest, is equal to at least 100%; and either (iv)(A) the securities are held by the Bond Trustee free and clear of any lien or claims of a third party, or (iv)(B)(w) the securities are held by an independent third party acting solely as agent for the Bond Trustee free and clear of any lien or claims of a third party (other than as agent hereinafter described, (x) such agent is a Federal Reserve Bank, or a bank which is a member of the Federal Deposit Insurance Corporation and which bank has combined capital, surplus and undivided profits of not less than \$50,000,000,

(y) the Bond Trustee shall have received written confirmation from such agent that it holds such securities, free and clear of any lien or claim, as agent for the Bond Trustee and (z) a perfected first security interest under the Uniform Commercial Code, or book entry procedures prescribed at 31 CFR 306.1 *et seq.* or 31 CFR 350.0 *et. seq.* in such securities is created for the benefit of the Bond Trustee;

(e) Investment agreements with banks which meet the rating criteria set forth in (b) above or investment agreements with non-bank financial institutions (i) all of the unsecured, direct long-term debt of such non-bank financial institution which is rated by a Rating Agency is rated by such Rating Agency in one of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by such Agency for obligations of that nature; or (ii) if such non-bank financial institutions have no such outstanding long-term debt which is rated, all of the short-term debt of which is rated by a Rating Agency is rated by such Agency in the highest rating category (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned to short-term indebtedness by such Agency, or (iii) the obligations of such non-bank financial institution are guaranteed by an entity whose claims paying ability is rated by a Rating Agency in one of the two highest rating categories (without regard to any refinement or gradation by numerical modifier or otherwise), all of which agreements referred to this Subsection (e) provide that if such banks' or non-bank financial institutions' debt no longer satisfies such rating criteria such banks or institutions will secure such agreements as soon as reasonably practicable to the extent and in the manner provided in Subsection (b) above;

(f) Shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, which, at the time of purchase, is rated by a Rating Agency in one of the two highest rating categories (incorporating refinements or gradation of rating category by numerical modifier or otherwise) assigned by such Rating Agency, and whose investment assets are obligations which constitute Qualified Investments;

(g) Commercial paper which, at the time of purchase, is rated by a Rating Agency in one of the two highest rating categories (incorporating refinements or gradation of rating category by numerical modifier or otherwise) assigned by such Rating Agency for obligations of that nature;

(h) Obligations of, or obligations fully guaranteed by, any state of the United States of America or any political subdivision thereof which obligations, at the time or purchase, are rated by a Rating Agency in one of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by such Rating Agency to obligations of that nature;

(i) Senior debt obligations of any corporation organized under the laws of any state of the United States of America which securities, at the time of purchase, are rated by a Rating Agency in one of the three highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such Rating Agency for obligations of that nature;

(j) Obligations which are rated in the highest rating category by a Rating Agency and are issued or incurred by any state, commonwealth or territory of the United States of America or any political subdivision, public instrumentality or public authority of any state, commonwealth or territory of the United States of America, which obligations are fully secured by and payable solely from an escrow fund consisting of cash or direct obligations of, or obligations the time payment of principal and interest on which are fully guaranteed by, the United States of America, which fund is held by a corporate fiduciary pursuant to an escrow agreement;

(k) Bankers acceptances of any bank, including the Bond Trustee and the Master Trustee, if all of the direct, unsecured debt obligations of such institution at the time of purchase of such acceptances which are rated by a Rating Agency are rated by such Rating Agency in one of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) by such Agency; and

(l) Forward agreements with respect to obligations listed in paragraphs (a), (e), (f) or (g) in which a financial institution has a contractual obligation to deliver or purchase those obligations at an agreed upon price or yield if the financial institution (or the related Persons absolutely and unconditionally guaranteeing the timely performance by such institution under the forward agreement) has long-term debt, claims paying ability or financial program strength rating in one of the three highest rating categories (without regard to gradations within such category) by Standard & Poor's or Moody's.

"Rate Determination Date" means the date on which the interest rate(s) with respect to some or all of the Series 2012A Bonds shall be determined, which, (i) in the case of Series 2012A Bonds in the Index Mode, the dates established pursuant to the provisions in *Exhibit C* hereto, (ii) in the case of the initial conversion to an R-FLOATs Mode (or from one R-FLOATs Mode to another R-FLOATs Mode), shall be, initially upon the conversion to such Mode, a date no later than the Business Day prior to the Mode Change Date, and thereafter, in the case of Series 2012A Bonds in the R-FLOATs Weekly Mode, shall be each Wednesday or, if a Wednesday is not a Business Day, the next succeeding day or, if such day is not a Business Day, then the Business Day immediately preceding such Wednesday and, in the case of Series 2012A Bonds in the R-FLOATs Monthly Mode, shall be the last Business Day of each month and, in the case of R-FLOATs in a Special R-FLOATs Rate Period the first day of such Special R-FLOATs Rate Period; (iii) in the case of the Unit Pricing Mode, shall be the first day of an Interest Period; (iv) in the case of the Daily Mode, shall be each Business Day commencing with the first day the Series 2012A Bonds become subject to the Daily Mode; (v) in the case of conversion to the Weekly Mode, shall be, initially upon the conversion to such Mode, a date no later than the Business Day immediately prior to the Mode Change Date, and thereafter, shall be each Wednesday or, if Wednesday is not a Business Day, the next succeeding day or, if such day is not a Business Day, then the Business Day immediately preceding such Wednesday; (vi) in the case of the Term Rate Mode, shall be a Business Day no earlier than 30 Business Days and no later than the Business Day immediately preceding the first day of an Interest Period; (vii) in the case of the Fixed Rate Mode, shall be a date determined by the Remarketing Agent which shall be at least one Business Day prior to the Mode Change Date; and (viii) in the case of Series 2012A Bonds in the Auction Mode, shall be the Auction Date.

“Rating Agency” means generally S&P, Fitch, or each nationally recognized securities rating agency then maintaining a rating on the Series 2012A Bonds and for purposes of the definition herein of “Qualified Investments” means the foregoing plus Moody’s.

“Rating Category” means one of the general rating categories of the Rating Agencies without regard to any refinement or gradation of such rating category by numerical modifier or otherwise.

“Rebate Fund” means the Rebate Fund created under the Tax Exemption Agreement.

“Record Date” means (i) with respect to Series 2012A Bonds in the Index Mode, Unit Pricing Mode, Daily Mode, Weekly Mode or R-FLOATs Mode, the day immediately preceding each Interest Payment Date (whether or not a Business Day), (ii) with respect to Series 2012A Bonds in the Auction Mode, the Business Day immediately preceding each Interest Payment Date, and (iii) with respect to Series 2012A Bonds in a Term Rate Mode or a Fixed Rate Mode, the 15th day (whether or not a Business Day) of the month immediately preceding each Interest Payment Date.

“Redemption Date” means, when used with respect to any Series 2012A Bond to be redeemed, the date fixed for such redemption pursuant to Article V hereof.

“Redemption Price” means, with respect to any Series 2012A Bond (or portion thereof), the price to be paid upon redemption as set forth in Article V of this Bond Indenture.

“Registrar” means the Bond Trustee, as keeper of the Bond Register.

“Reimbursement Agreement” means any agreement among the Corporation or any other Member of the Obligated Group and a Credit Facility Provider or Liquidity Facility Provider pursuant to which a Credit Facility and/or Liquidity Facility is issued, as amended, supplemented or extended from time to time in accordance with the provisions thereof (in the case of a Liquidity Facility, with the prior written consent of the Credit Facility Provider, if any); provided, however, that if the Corporation or any of the Users or any affiliate of the Corporation or any of the Users is the Liquidity Facility Provider, no Reimbursement Agreement shall be required.

“Remarketing Agent” means any remarketing agent (which may be the Purchaser) appointed by the Corporation in accordance with Sections 511 and 512 hereof and not objected to by the Authority, the Credit Facility Provider (if any) or the Liquidity Facility Provider (if any) and at the time serving as such under the Remarketing Agreement.

“Remarketing Agreement” means any remarketing agreement between the Corporation and a Remarketing Agent, as such agreement may from time to time be amended and supplemented, to remarket the Series 2012A Bonds delivered or deemed to be delivered for purchase by the holders thereof.

“Remarketing Proceeds Account” means the account by that name within the Purchase Fund established pursuant to Section 510(A) hereof.

“R-FLOATs Mode” means any of the Modes during which a Series 2012A Bond bears interest at the R-FLOATs Rate.

“R-FLOATs Monthly Rate” means the final R-FLOATs Monthly Rate that is determined in accordance with Section 206(A) and Section 206(D)(2) hereof.

“R-FLOATs Rate” means the R-FLOATs Weekly Rate or R-FLOATs Monthly Rate that is determined with respect to any Series 2012A Bonds in an R-FLOATs Mode (except during any Non-Remarketing Period in which case at the Maximum Rate pursuant to Section 206(F) hereof or in a Special R-FLOATs Rate Period in which case pursuant to Section 206(E) hereof).

“R-FLOATs Weekly Rate” means the final R-FLOATs Weekly Rate that is determined in accordance with Sections 206(A) and 206(D)(1) hereof.

“Required Stated Amount” means, at any time of calculation with respect to any Series 2012A Bonds (other than in the R-FLOATs Mode), an amount equal to the aggregate principal amount of all Series 2012A Bonds then Outstanding together with interest accruing thereon (assuming an annual rate of interest equal to the Maximum Rate) for the period specified in a Certificate of the Corporation to be the minimum period specified by the Rating Agencies then rating the Series 2012A Bonds as necessary to maintain, in the case of the Liquidity Facility, the short-term rating of the Series 2012A Bonds, or, in the case of the Credit Facility, the long-term rating of the Series 2012A Bonds.

“Reserve Percentage” means, for the purpose of computing the Adjusted LIBOR Rate, the maximum rate of all reserve requirements (including, without limitation, any marginal, emergency, supplemental or other special reserves) imposed by the Board of Governors of the Federal Reserve System (or any successor) under Regulation D on Eurocurrency liabilities (as such term is defined in Regulation D) for an interest period of one month as of the date of computing the Adjusted LIBOR Rate, but subject to any amendments to such reserve requirement by such Board or its successor, and taking into account any transitional adjustments thereto becoming effective on the date of computing the Adjusted LIBOR Rate.

“Schedule” means the listing attained to Exhibit A of the Project Certificate of equipment purchased as a portion of the Project and any other construction, renovation or remodeling costs to be paid with a portion of the proceeds of the Series 2012A Bonds.

“Securities Depository” means DTC and its successors and assigns or if (i) the then-Securities Depository resigns from its functions as depository of the Series 2012A Bonds or (ii) the Authority discontinues use of the then-Securities Depository pursuant to Section 222, any other securities depository which is selected by the Authority at the request of the Corporation.

“Securities Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Series 2012A Bonds” means the \$120,415,000 maximum aggregate principal amount of Illinois Finance Authority Revenue Bonds, Series 2012A (Hospital Sisters Services, Inc. — Obligated Group) initially authorized to be issued by the Authority pursuant to the terms and conditions of this Bond Indenture.

“Series 2012A Obligation” means the \$120,415,000 principal amount Direct Note Obligation, Series 2012A-1 (Illinois Finance Authority) of the Corporation in substantially the form attached to the First Supplemental Master Indenture.

“Series 2012B Bonds” means the \$76,880,000 aggregate principal amount of Wisconsin Health and Educational Facilities Authority Revenue Refunding Bonds, Series 2012B (Hospital Sisters Services, Inc. — Obligated Group).

“Series 2012C Bonds” means the \$68,785,000 aggregate principal amount of Illinois Finance Authority Revenue Bonds, Series 2012C (Hospital Sisters Services, Inc. — Obligated Group).

“Series 2012D Bonds” means the \$61,050,000 aggregate principal amount of Wisconsin Health and Educational Facilities Authority Revenue Refunding Bonds, Series 2012D (Hospital Sisters Services, Inc. — Obligated Group).

“Series 2012E Bonds” means the \$41,550,000 aggregate principal amount of Wisconsin Health and Educational Facilities Authority Revenue Refunding Bonds, Series 2012E (Hospital Sisters Services, Inc. — Obligated Group).

“Series 2012F Bonds” means the \$31,645,000 aggregate principal amount of Illinois Finance Authority Revenue Refunding Bonds, Series 2012F (Hospital Sisters Services, Inc. — Obligated Group).

“Series 2012G Bonds” means the \$31,645,000 aggregate principal amount of Illinois Finance Authority Revenue Refunding Bonds, Series 2012G (Hospital Sisters Services, Inc. — Obligated Group).

“Series 2012H Bonds” means the \$65,885,000 aggregate principal amount of Illinois Finance Authority Revenue Refunding Bonds, Series 2012H (Hospital Sisters Services, Inc. — Obligated Group).

“Series 2012I Bonds” means the \$89,460,000 aggregate principal amount of Illinois Finance Authority Revenue Refunding Bonds, Series 2012I (Hospital Sisters Services, Inc. — Obligated Group).

“Series 2012J Bonds” means the \$14,160,000 aggregate principal amount of Wisconsin Health and Educational Facilities Authority Revenue Refunding Bonds, Series 2012J (Hospital Sisters Services, Inc. — Obligated Group).

“S&P” or *“Standard & Poor’s”* means Standard & Poor’s, a division of The McGraw Hill Companies, Inc., a corporation existing under the laws of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, *“S&P”* or *“Standard & Poor’s”* shall be deemed to refer to any other nationally recognized securities rating agency designated by the Bond Trustee, with the consent of the Credit Facility Provider, at the written direction of the Corporation with written notice to the Authority, the Credit Facility Provider, the Liquidity Facility Provider and the Bond Trustee.

“Special R-FLOATs Rate Period” means a period not to exceed 1,095 days which ends on the last day of a month and which the Remarketing Agent determines is the shortest period which will enable the Remarketing Agent to remarket the Series 2012A Bonds in the R-FLOATs Mode at par plus accrued interest.

“Special Record Date” means the date fixed by the Bond Trustee pursuant to Section 213 of this Bond Indenture for the payment of Defaulted Interest.

“St. Anthony’s” means St. Anthony’s Memorial Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation, and its successors, assigns and any surviving, resulting or transferee corporation.

“St. Elizabeth’s” means St. Elizabeth’s Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation, and its successors, assigns and any surviving, resulting or transferee corporation.

“St. Francis” means St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation, and its successors, assigns and any surviving, resulting or transferee corporation.

“St. John’s” St. John’s Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation, and its successors, assigns and any surviving, resulting or transferee corporation.

“St. Joseph’s-Breese” means St. Joseph’s Hospital, Breese, of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation, and its successors, assigns and any surviving, resulting or transferee corporation.

“St. Joseph’s-Highland” means St. Joseph’s Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation, and its successors, assigns and any surviving, resulting or transferee corporation.

“St. Mary’s-Decatur” means St. Mary’s Hospital, Decatur, of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation, and its successors, assigns and any surviving, resulting or transferee corporation.

“St. Mary’s-Streator” means St. Mary’s Hospital, Streator, of the Hospital Sisters of the Third Order of St. Francis, an Illinois not for profit corporation, and its successors, assigns and any surviving, resulting or transferee corporation.

“State” means the State of Illinois.

“Substitute Credit Facility” means a Credit Facility delivered to the Bond Trustee pursuant to Section 8.11 of the Loan Agreement.

“Substitute Credit Facility Date” means the date of delivery to the Bond Trustee of a Substitute Credit Facility by the Corporation pursuant to Section 8.11 of the Loan Agreement.

“Substitute Liquidity Facility” means a Liquidity Facility after the initial Liquidity Facility (if any), furnished to the Bond Trustee pursuant to Section 8.10 of the Loan Agreement.

“Substitute Liquidity Facility Date” means the date furnished to the Bond Trustee by the Corporation of a Substitute Liquidity Facility pursuant to Section 8.10 of the Loan Agreement.

“Supplemental Advance” means any additional advance of Bond Proceeds subsequent to the Initial Advance pursuant to the provisions of Section 201(c) of this Bond Indenture; provided that the aggregate amount of the Initial Advance and all Supplemental Advances shall not exceed the Maximum Principal Amount of the Series 2012A Bonds.

“Supplemental Bondholder’s Agreement” means the Supplemental Bondholder’s Agreement dated as of October 1, 2012, as supplemented and amended from time to time, between the initial Purchaser and the Members of the Obligated Group during the initial Interest Period in the initial Index Mode and any other agreement between the Corporation and any other Member of the Obligated Group and the initial Purchaser or any subsequent Purchaser during any subsequent Interest Period during an Index Mode which such agreement is designated as a Supplemental Bondholder’s Agreement by the Corporation.

“Tax Exemption Agreement” means the Tax Exemption Agreement dated the Closing Date among the Corporation, the Users, the Authority and the Bond Trustee.

“Tax-Exempt Organization” means a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxes under Section 501(a) of the Code, and which is not a “private foundation” within the meaning of Section 509(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect.

“Tender Agent” means any tender agent appointed in accordance with Section 513 hereof. Initially, the Bond Trustee will act as Tender Agent.

“Term Rate” means the per annum interest rate with respect to any Series 2012A Bonds in the Term Rate Mode determined pursuant to Section 208 hereof.

“Term Rate Mode” means the Mode during which a Series 2012A Bond bears interest at the Term Rate.

“Termination Date” means the date specified in a notice of termination given by a Liquidity Facility Provider (if any) to the Bond Trustee on which such Liquidity Facility Provider will no longer be obligated to purchase Series 2012A Bonds (or otherwise advance funds for the purchase of tendered Series 2012A Bonds) pursuant to a Liquidity Facility which date must be at least 5 days from the date of receipt of such notice by the Bond Trustee unless the Authority and the Credit Facility Provider, if any, consent in writing to a shorter period of time or that such termination shall be immediate and any amendments hereto are made pursuant to Section 901(i) hereof that are necessary to provide for the tender of all Series 2012A Bonds prior to the end of such period if the Authority and the Credit Facility Provider, if any, desire to provide for such tender.

“Unassigned Rights” means the fees and expenses payable to the Authority, the Authority’s right to indemnification under the Loan Agreement, the Authority’s right to execute and deliver supplements and amendments to the Loan Agreement, the Authority’s rights to receive notices hereunder and under the Loan Agreement and the Authority’s rights to give consents and make certain appointments hereunder.

“Unit Pricing Mode” means the Mode during which a Series 2012A Bond bears interest at the Unit Pricing Rate.

“Unit Pricing Rate” means the per annum interest rate with respect to any Series 2012A Bond in the Unit Pricing Mode determined pursuant to Section 205 hereof.

“United States Government Obligations” means noncallable direct obligations of, or noncallable obligations (which shall not include shares of or investments in unit investment trusts or mutual funds) the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by, the United States of America.

“Unrelated Trade or Business” means an activity which constitutes an “unrelated trade or business” within the meaning of Section 513(a) of the Code without regard to whether such activity results in unrelated trade or business income subject to taxation under Section 512(a) of the Code.

“Unremarketed Bonds” means Series 2012A Bonds with respect to which the holders have not received payment of the Mandatory Purchase Price on the Purchase Date at the end of an Interest Period during an Index Mode.

“Use Agreement” means the Use Agreement dated as of October 1, 2012 among the Users and the Corporation, as it may from time to time be amended and supplemented.

“Users” means collectively, St. John’s, St. Joseph’s-Highland, and if any thereof execute the Use Agreement, St. Anthony’s, St. Elizabeth’s, St. Francis, St. Joseph’s-Breese, St. Mary’s-Decatur, and St. Mary’s-Streator, or individually, one thereof.

“Weekly Mode” means the Mode during which a Series 2012A Bond bears interest at the Weekly Rate.

“Weekly Rate” means an interest rate that is determined on a weekly basis with respect to any Series 2012A Bonds in the Weekly Mode pursuant to Section 206 hereof.

“Written Request” means with reference to the Authority, a request in writing signed by the Chairman, Vice Chairman, Executive Director or Treasurer of the Authority and with reference to the Corporation or any User, means a request in writing signed by the President or a Vice-President thereof or any other officers designated by the Authority or the Corporation, as the case may be.

Section 102. Rules of Construction. Unless the context shall otherwise require,

- (a) an accounting term not otherwise defined herein shall have the meaning assigned to it in accordance with generally accepted accounting principles;
- (b) references to Articles and Sections are to the Articles and Sections of this Bond Indenture;
- (c) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders;
- (d) unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa;
- (e) headings of Articles and Sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof;
- (f) all references to payments or prepayments by the Corporation on the Series 2012A Obligation shall be deemed also to refer to any payments thereon by any other Member; and
- (g) all references herein to a particular time of day shall be to New York City time unless the time in a different location is specified.

ARTICLE II

THE BONDS

Section 201. Authority for and Issuance of Series 2012A Bonds. (A) There is hereby authorized and created under this Bond Indenture one series of bonds designated “Illinois Finance Authority Revenue Refunding Bonds, Series 2012A (Hospital Sisters Services, Inc.-Obligated Group).” No Series 2012A Bonds may be issued under the provisions of this Bond Indenture except in accordance with this Article. The total principal amount of the Series 2012A Bonds that may be issued and outstanding hereunder is hereby expressly limited to \$120,415,000.

(B) Any Series 2012A Bonds which are converted to a Fixed Rate shall be designated “Illinois Finance Authority Fixed Rate Revenue Refunding Bonds, Series 2012A (Hospital Sisters Services, Inc. — Obligated Group)” and any Series 2012A Bonds which are converted to a Daily Rate, Weekly Rate, Index Rate or a R-FLOATs Rate shall be designated “Illinois Finance Authority Variable Rate Revenue Refunding Bonds, Series 2012A (Hospital Sisters Services, Inc. — Obligated Group).” The form of each Bond may be modified to reflect the terms of any Mode then applicable thereto and to reflect any trademarked name or other product name then being utilized by the Remarketing Agent or Agents or Broker Dealer or Dealers for debt obligations bearing interest on the Mode then applicable thereto. The Series 2012A Bonds shall be issuable as registered bonds in Authorized Denominations and, unless the Authority shall otherwise direct, shall each be lettered and numbered from R-1 and upwards. The Series 2012A Bonds, as initially issued, will be dated as of the Date of Original Issuance. Except as described in the next sentence, Series 2012A Bonds subsequently issued to replace previously

issued Series 2012A Bonds will be dated as of the later of the Date of Original Issuance of such previously issued Series 2012A Bonds or the most recent preceding Interest Payment Date therefor to which interest has been paid thereon. Series 2012A Bonds subsequently issued to replace previously issued Series 2012A Bonds which have issued on an Interest Payment Date therefor to which interest has been paid thereon will be dated as of such date. Interest on the Series 2012A Bonds will be payable on each Interest Payment Date. The Bond Trustee shall, to the extent it has such information, upon request, make the interest rate borne by the Series 2012A Bonds available to the Corporation, the Authority, the Master Trustee or any owner of the Series 2012A Bonds.

(C) The initial Series 2012A Bonds shall be issued in the amount of the Initial Advance on the Closing Date and dated the Closing Date. Until the Final Draw Date, on any Interest Payment Date occurring after the Closing Date but prior to the Final Draw Date, so long as there is no continuing and uncured Event of Default under this Bond Indenture and upon compliance with the Supplemental Bondholder's Agreement, the Authority may issue additional Series 2012A Bonds to evidence a Supplemental Advance and loan the related Bond Proceeds to the Corporation pursuant to the terms of the Loan Agreement; provided, however, that (i) any such Supplemental Advance shall be in an amount equal to an Authorized Denomination, (ii) the aggregate amount of such Supplemental Advance, together with the Initial Advance and all previous Supplemental Advances, shall not exceed the Maximum Principal Amount of the Series 2012A Bonds; (iii) a completed Request of Corporation For Supplemental Advance in substantially the form attached hereto as *Exhibit F* (which form may be combined with the form of Project Fund Disbursement Request attached hereto as *Exhibit D*) appropriately completed shall be delivered to the Authority and the Purchaser; and (iv) the conditions precedent to any such Supplemental Advance set forth in Section 217(B) have been satisfied.

Section 202. Maturity; Maximum Rate; Interest Calculation. (A) The Series 2012A Bonds shall mature on the Maturity Date.

(B) Any other provisions of this Bond Indenture notwithstanding, the interest rate on the Series 2012A Bonds may not exceed the Maximum Rate.

(C) Interest on the Series 2012A Bonds shall be calculated on the basis of (i) a 365- or 366-day year, as applicable, for the number of days actually elapsed, during a Daily Mode, a Weekly Mode, a Unit Pricing Mode or a R-FLOATs Mode, (ii) a 360-day year of twelve 30-day months during a Term Rate Mode or the Fixed Rate Mode, and (iii) (a) a 360 day year of twelve 30 day months during an Auction Mode of more than 180 days, and (b) a 360 day year for the number of days actually elapsed during an Auction Mode of 180 days or less; and (iv) a 360 day year for the number of days actually elapsed during an Index Rate Period and with respect to Unremarketed Bonds.

Section 203. Payment of Principal of and Interest on the Series 2012A Bonds. (A) If a Securities Depository is not available or the Series 2012A Bonds are in physical form, the principal or Redemption Price of the Series 2012A Bonds shall be payable by check to the registered owners of the Series 2012A Bonds on such date in lawful money of the United States of America upon presentation at the Principal Office of the Bond Trustee. Interest on the Series 2012A Bonds shall be paid to the Person whose name appears on the Bond Register as the holder

thereof as of the close of business on the Record Date for each Interest Payment Date. Payment of the interest on (i) any Series 2012A Bonds during a Daily Mode, a Weekly Mode, an R-FLOATs Mode, an Auction Mode, an Index Mode or a Unit Pricing Mode shall be made by wire transfer in immediately available funds to an account within the United States of America designated by such holder and (ii) any Series 2012A Bonds in a Term Rate Mode or a Fixed Rate Mode shall be made by check mailed by first class mail to such holder at its address as it appears on such registration books, or, upon the written request of any holder of at least \$1,000,000 in aggregate principal amount of Series 2012A Bonds, submitted to the Bond Trustee at least five Business Days prior to the Record Date, by wire transfer in immediately available funds to an account within the United States of America designated by such holder; provided that the Purchaser shall not be required to present its Series 2012A Bonds in order to receive payments of principal during an Index Period or with respect to Unremarketed Bonds. As long as Cede & Co. is the holder of the Series 2012A Bonds, said principal or Redemption Price and interest payments shall be made to Cede & Co. by wire transfer in immediately available funds. The principal of Liquidity Facility Bonds shall be paid as set forth in the Reimbursement Agreement relating to such Liquidity Facility Bonds with the consent of the Credit Facility Provider, if any.

(B) Interest on the Series 2012A Bonds shall be calculated in accordance with Sections 204, 205, 206, 207, 208, 209, 210 and 213 hereof, and in the case of any Series 2012A Bond in the Auction Mode, as set forth in *Exhibit B* hereto, and in the case of any Series 2012A Bonds in the Index Mode, as set forth in *Exhibit C* hereto, and shall be payable on each Interest Payment Date for the immediately preceding Interest Payment Period. Notwithstanding the foregoing, Liquidity Facility Bonds shall bear interest at a rate per annum equal to the Liquidity Facility Bond Rate (subject to a maximum rate approved by the Credit Facility Provider, if any) and interest on Liquidity Facility Bonds shall be payable as set forth in the Reimbursement Agreement relating to such Liquidity Facility Bonds. Additionally, anything herein to the contrary notwithstanding, in no event shall any Series 2012A Bond (including, without limitation, Liquidity Facility Bonds) bear interest at a rate per annum in excess of the Maximum Rate.

Section 204. Initial Mode and Interest Rate; Subsequent Modes. (A) The Series 2012A Bonds shall initially bear interest in the Index Mode for the initial Index Period calculated as provided on *Exhibit C* hereto utilizing the Index, the Applicable Factor and the Applicable Spread.

(B) A Series 2012A Bond in any Mode, other than the Fixed Rate Mode, may be changed to any other Mode at the times and in the manner set forth in this Bond Indenture; provided that any Series 2012A Bond may only bear interest in one Mode at any given time. While the Series 2012A Bonds are in a Unit Pricing Mode, the Series 2012A Bonds in such Mode may bear interest at different rates at the same time provided that each individual Series 2012A Bond may in such Mode bear only one rate during each Interest Rate Period applicable to such Series 2012A Bond during a Unit Pricing Mode. Subsequent to each change in Mode (other than a change to the Fixed Rate Mode), the Series 2012A Bonds may again be changed to a different Mode at the times and in the manner hereinafter provided. The Fixed Rate Mode for a Series 2012A Bond shall be in effect until the final Maturity Date of such Series 2012A Bonds and may not be changed to any other Mode.

Upon any change in Mode or establishment of more than one Auction Period, new Series 2012A Bond forms in the New Mode (as defined in Section 212) shall be prepared by the Bond Trustee (with the assistance of Bond Counsel at the request of the Bond Trustee) and delivered to the holders of such Series 2012A Bonds, which New Bond forms shall identify the Mode and Auction Period then applicable to the Series 2012A Bonds and reflect the terms then applicable to such Series 2012A Bonds, all as provided in Section 216 hereof. The form of each Series 2012A Bond may be modified to reflect the terms of any Mode then applicable thereto and to reflect any trademarked name or other product name then being utilized by the Remarketing Agent or Agents or Broker-Dealer or Dealers for debt obligations bearing interest in Mode then applicable thereto. Each holder of Series 2012A Bonds by its acceptance thereof shall be deemed to have agreed to surrender its Series 2012A Bonds form which are being converted to a New Mode or new Auction Period to the Bond Trustee in exchange for a form of Series 2012A Bond reflecting the New Mode or Auction Period.

Section 205. Determination of Unit Pricing Rates, Purchase Date and Interest Periods During Unit Pricing Mode. (A) Interest Periods during a Unit Pricing Mode shall be of such duration of from one to 270 calendar days, ending on a day immediately preceding a Business Day or the final Maturity Date, as the Remarketing Agent shall determine in accordance with the provisions of this Section 205. On each Rate Determination Date, the Remarketing Agent shall select the Interest Period and lowest interest rate for such Interest Period as will, in the judgment of the Remarketing Agent, enable a particular Series 2012A Bond to be remarketed at the principal amount thereof on such Rate Determination Date given the applicable Interest Period for such Series 2012A Bond. The Remarketing Agent's determination shall be based on the market for and the relative yields of the Series 2012A Bonds and other securities that bear interest at a variable rate or fixed rate that, in the judgment of the Remarketing Agent, are otherwise comparable to the Series 2012A Bonds, or any fact or circumstance relating to the Series 2012A Bonds or affecting the market for the Series 2012A Bonds or affecting any other comparable securities in a manner that, in the judgment of the Remarketing Agent, will affect the market for the Series 2012A Bonds. If the Remarketing Agent has received notice from the Authority (at the direction of the Corporation) that any Series 2012A Bond is to be changed from the Unit Pricing Mode to any other Mode or is to be purchased in accordance with a mandatory purchase pursuant to Section 508, the Remarketing Agent shall, with respect to such Series 2012A Bond, select Interest Periods which do not extend beyond the Mandatory Purchase Date.

(B) On or after 9:00 a.m. New York City time on each Rate Determination Date for Series 2012A Bonds in the Unit Pricing Mode, any holder of such Series 2012A Bonds may telephone or contact the Remarketing Agent by Electronic Means and receive notice of the anticipated next Interest Period(s) and the anticipated Unit Pricing Rate(s) for such Interest Period(s).

(C) By 12:30 p.m. New York City time on each Rate Determination Date, the Remarketing Agent, with respect to each Series 2012A Bond in the Unit Pricing Mode which is subject to adjustment on such date, shall determine the Unit Pricing Rate(s) for the Interest Periods then selected for such Series 2012A Bond and the Purchase Date and shall give Immediate Notice to the Tender Agent of the Interest Period, the Purchase Date(s) and the Unit Pricing Rate(s).

(D) By 1:00 p.m. New York City time on each Rate Determination Date, the Remarketing Agent shall apply for and obtain CUSIP numbers for each Series 2012A Bond in the Unit Pricing Mode (which the Tender Agent will promptly assign pursuant to Section 513(A)(4)) for which a Unit Pricing Rate, a Purchase Date and Interest Period have been determined on such date and give the Remarketing Agent and Tender Agent Immediate Notice of such assignment.

(E) By acceptance of any Series 2012A Bond during a Unit Pricing Mode, the holder thereof shall be deemed to have agreed, during each Interest Period, to the Unit Pricing Rate (including the Alternate Rate, if applicable), Interest Period and Purchase Date then applicable thereto and to have further agreed to tender such Series 2012A Bond to the Tender Agent for purchase on the Purchase Date at the Purchase Price; provided, however, that in the event that a holder fails to tender such Series 2012A Bond on the Purchase Date, such Series 2012A Bond will be deemed to have been tendered on such Purchase Date, and thereafter the holder shall be entitled to receive only the Purchase Price for such Series 2012A Bond.

Section 206. Determination of Interest Rates During the Daily Mode, the Weekly Mode and the R-FLOATs Mode.

(A) *Method of Determining Interest Rates.* Interest on any Series 2012A Bonds in the Daily Mode, Weekly Mode or an R-FLOATs Mode (except during any Non-Remarketing Period, in which case interest shall accrue at the Maximum Rate pursuant to subsection (F) of this Section 206) shall accrue at the rate of interest per annum determined by the Remarketing Agent on and as of the Rate Determination Date as the minimum rate of interest which, in the judgment of the Remarketing Agent under then-existing market conditions, would result in the sale of such Series 2012A Bonds, on the Rate Determination Date in the case of the Daily Mode and on the first day of the Interest Period immediately succeeding the Rate Determination Date in the case of the Weekly Mode and the R-FLOATs Mode, at a price equal to the Purchase Price. Such determination shall be conclusive and binding upon the Interested Parties.

(B) *Determination Time for Daily Rate.* During the Daily Mode, the Remarketing Agent shall establish the Daily Rate by 10:00 a.m. New York City time on each Business Day. The Daily Rate for any day during the Daily Mode which is not a Business Day shall be the Daily Rate established on the immediately preceding Business Day. The Remarketing Agent shall (i) make the Daily Rate available by telephone or by Electronic Means to any holder and the Interested Parties and (ii) provide the Daily Rate to the Bond Trustee by Electronic Means by 5:00 p.m. New York City time on the Rate Determination Date.

(C) *Determination Time for Weekly Rate.* During the Weekly Mode, the Remarketing Agent shall establish the Weekly Rate by 10:00 a.m. New York City time on each Rate Determination Date. The Weekly Rate shall be in effect (1) initially, from and including the first day the Series 2012A Bonds become subject to the Weekly Mode to and including the following Wednesday and (2) thereafter, from and including each Thursday to and including the following Wednesday. The Remarketing Agent shall (i) make the Weekly Rate available after 4:00 p.m. New York City time on the Rate Determination Date by telephone or by Electronic Means to any holder and the Interested Parties and (ii) provide the Weekly Rate to the Bond Trustee by Electronic Means by 5:00 p.m. New York City time on the Rate Determination Date. The

Tender Agent shall provide the Weekly Rate to the Bond Trustee by Electronic Means not later than 5:00 p.m. New York City time on the Rate Determination Date.

(D) *Determination Time for R-FLOATs Rate.*

(1) During the R-FLOATs Weekly Mode (except during a Special R-FLOATs Rate Period, in which case interest shall accrue at the R-FLOATs Rate determined pursuant to subsection (E) of this Section 206 and except during any Non-Remarketing Period, in which case interest shall accrue at the Maximum Rate pursuant to subsection (F) of this Section 206), the Remarketing Agent shall establish the R-FLOATs Weekly Rate by 10:00 a.m. New York City time on each Rate Determination Date. The R-FLOATs Weekly Rate shall be in effect (1) initially, from and including the first day the Series 2012A Bonds become subject to the R-FLOATs Weekly Mode to and including the following Wednesday and (2) thereafter, from and including each Thursday to and including the following Wednesday. The Remarketing Agent shall make the R-FLOATs Weekly Rate available (i) after 10:00 a.m. New York City time on the Rate Determination Date by telephone to any requesting Bondholder and the Interested Parties and also to Bloomberg and (ii) by Immediate Notice to the Bond Trustee not later than the second Business Day after the Rate Determination Date.

(2) During the R-FLOATs Monthly Mode (except during a Special R-FLOATs Rate Period, in which case interest shall accrue at the R-FLOATs Rate determined pursuant to subsection (E) of this Section 206 and except during any Non-Remarketing Period, in which case interest shall accrue at the Maximum Rate pursuant to subsection (F) of this Section 206), the Remarketing Agent shall establish the R-FLOATs Monthly Rate by 10:00 a.m. New York City time on each Rate Determination Date. The R-FLOATs Monthly Rate shall be in effect (1) initially, from and including the first day the Series 2012A Bonds bear interest at the R-FLOATs Monthly Mode, to and including the date immediately preceding the first Business Day of the month following the month in which such Series 2012A Bonds become subject to the R-FLOATs Monthly Mode and (2) thereafter, from and including the first Business Day of each month to and including the date immediately preceding the first Business Day of the following month. The Remarketing Agent shall make the R-FLOATs Monthly Rate available (i) after 10:00 a.m. New York City time on the Rate Determination Date by telephone to any requesting Bondholder and the Interested Parties and (ii) by Immediate Notice to the Bond Trustee not later than the second Business Day after the Rate Determination Date.

(E) *Determination Method and Time for R-FLOATs Rate on a Special R-FLOATs Rate Period.* In the event that the Series 2012A Bonds are in a R-FLOATs Mode and are not rated “A” or higher by S&P and Fitch, then not later than 1:00 p.m. New York City time on the Business Day immediately preceding the next Interest Payment Date the Remarketing Agent shall establish the maximum period for a Special R-FLOATs Rate Period for such Special R-FLOATs Rate Period which maximum Special R-FLOATs Rate Period shall be made available after 1:00 p.m. New York City time on the Business Day immediately prior to the Rate Determination Date by posting it electronically via L.P.’s Bloomberg Professional System and by telephone to any holder or Interested Party who contacts the Remarketing Agent. On the Rate

Determination Date, the Remarketing Agent shall no later than 10:00 a.m. New York City time select a Special R-FLOATs Rate Period which shall be the shortest period, but in no event longer than the maximum Special R-FLOATs Rate Period previously announced, and an R-FLOATs Rate which shall be the lowest rate which in the judgment of the Remarketing Agent would result in the Series 2012A Bonds in the R-FLOATs Mode trading at par plus accrued interest on the first day of the Special R-FLOATs Rate Period. The Remarketing Agent shall make the R-FLOATs Rate and Special R-FLOATs Rate Period available (i) after 10:00 a.m. New York City time on the Rate Determination Date by telephone to any holder and any Interested Parties which contact the Remarketing Agent and (ii) not later than the second Business Day following the Rate Determination Date by Electronic Means to the Bond Trustee. In the event the Remarketing Agent is unable to set a Special R-FLOATs Rate Period and R-FLOATs Rate which will produce a sale of the Series 2012A Bonds at par plus accrued interest, the Series 2012A Bonds in the R-FLOATs Mode will bear interest at the Maximum Rate as determined pursuant to subsection (F) of this Section 206. In addition, the Authority (at the direction of the Corporation) may elect to have the Series 2012A Bonds converted into a Special R-FLOATs Rate Period having a duration of its choosing by giving at least ten days notice to the Bond Trustee and the Tender Agent. Notice of such special R-FLOATs Rate Period shall be given in the same manner as the notice of the maximum Special R-FLOATs Rate Period set forth above. On the effective date of such optional conversion to a Special R-FLOATs Rate Period of more than 35 days, the affected Series 2012A Bonds shall be subject to mandatory purchase pursuant to Section 506 hereof.

(F) *Determination Method and Time for Non-Remarketing Period and Rate.*

(1) If any Series 2012A Bond that is in the R-FLOATs Mode is optionally tendered for purchase pursuant to Section 504 hereof or is subject to mandatory purchase pursuant to Section 506 or Section 508 hereof and either (a) the Remarketing Agent, after using its reasonable best efforts, is unable to remarket such Series 2012A Bond at the Purchase Price by 11:00 a.m. New York City time on the Purchase Date or Mandatory Purchase Date (whether such inability is due to market conditions or otherwise) or (b) such Series 2012A Bond is returned to the holder thereof pursuant to Section 510(C), then, from such Purchase Date or Mandatory Purchase Date until the date on which all Series 2012A Bonds that have been tendered or are subject to mandatory tender are successfully remarketed at the Purchase Price (the “Non-Remarketing Period”), all Series 2012A Bonds shall bear interest for a new Interest Period which shall be the same as the Interest Period just concluding unless such Interest Period was a Special R-FLOATs Rate Period in which case for a monthly Interest Period and shall bear interest at the Maximum Rate. Following the Non-Remarketing Period, all such Series 2012A Bonds shall (unless converted to a different Mode) bear interest at the applicable R-FLOATs Rate.

(2) During the Non-Remarketing Period, the Remarketing Agent shall continue to use its best efforts each Business Day to remarket the tendered Series 2012A Bonds in the R-FLOATs Mode at the Purchase Price applicable to such Series 2012A Bond. In connection therewith, the Remarketing Agent may consider the day on which such Series 2012A Bonds are successfully remarketed at the Purchase Price to be a Rate Determination Date for such Series 2012A Bonds in the R-FLOATs Mode.

(3) During the Non-Remarketing Period, interest on the Series 2012A Bonds in the R-FLOATs Mode shall be paid on the following dates: (a) each regular Interest Payment Date for the R-FLOATs Mode and (b) the last day of the Non-Remarketing Period applicable thereto; provided that interest so paid pursuant to this clause (b) shall be payable solely from the proceeds of remarketing and without duplication of any payment made pursuant to clause (a). Payment of such interest shall be made to the holder which, for purposes of this paragraph, shall be the holder on the Record Date therefor. Payment of such interest pursuant to clause (a) shall be made by the Bond Trustee from the Interest Fund pursuant Section 403 hereof and pursuant to clause (b) shall be payable by the Bond Trustee from the Purchase Fund pursuant to Section 510 hereof.

(G) *Changes in Interest Periods During R-FLOATs Mode.* While a Series 2012A Bond is in the R-FLOATs Mode, the Corporation may, from time to time, on any Interest Payment Date, change the length of any Interest Period with respect to the Series 2012A Bonds in an R-FLOATs Mode to bear interest at an R-FLOATs Weekly Rate or an R-FLOATs Monthly Rate in order to accommodate economic and financial factors that may affect or be relevant to the length of the Interest Period and the interest rate borne by such Series 2012A Bonds. The Corporation shall initiate the change in the length of the Interest Period by giving written notice at least 10 Business Days prior to such Interest Payment Date for to the Authority, the Bond Trustee, the Credit Facility Provider and the Securities Depository that the Interest Period for the Series 2012A Bonds specified in such notice will change if the conditions described herein are satisfied and the proposed effective date of the change. Any notice of a change in the length of an Interest Period shall be accompanied by (A) a written statement from the Remarketing Agent, addressed to the Authority and the Bond Trustee, to the effect that the Remarketing Agent has determined, in its sole judgment, that the change in the length of the Interest Period during the R-FLOATs Mode would result in the lowest aggregate cost, taking into account interest and other determinable fees and expenses, being payable with respect to the Series 2012A Bonds in the R-FLOATs Mode over the next twelve months commencing with the date of the change in the length of the Interest Period, or (B) an approval in writing of such change in the length of the Interest Period during the R-FLOATs Mode by a duly authorized officer of the Authority, or (C) a Favorable Opinion of Bond Counsel, to the effect that the approval referenced in (B) is not required for the continued validity and enforceability of the Series 2012A Bonds in accordance with their terms.

Section 207. Conversion to Index Mode or Continuation in Index Mode for a Different Index Rate Period; Determination of Index Rates; Method of Determining Index Rate. (A) The Index Bonds shall be governed by *Exhibit C* hereto. At the option of the Authority upon direction of the Corporation and with the prior written consent of the Credit Facility Provider (if any), the Series 2012A Bonds (other than Series 2012A Bonds in the Fixed Rate Mode) may be converted to bear interest at the Index Rate or converted to a different Index Rate Period. The Corporation shall give written notice of any such conversion to the Authority, the Bond Trustee, the Remarketing Agent, if any, the Index Agent, the Purchaser, the Liquidity Facility Provider, if any, and the Credit Facility Provider, if any, not less than five (5) Business Days prior to the date on which the Bond Trustee is required to notify the Bondholders of the conversion pursuant to Section 506 or 507 of this Bond Indenture. Such notice shall specify the Index Rate Conversion Date (which shall be a Business Day or in the case of conversions to a different Index Rate

Period shall be a Purchase Date for all of the Series 2012A Bonds which are to be converted), the Purchase Date and the Earliest Redemption Date, if any, for the Series 2012A Bonds and appoint an Index Agent and Remarketing Agent, if an Index Agent or Remarketing Agent has not previously been appointed and is serving as such. Unless otherwise provided in *Exhibit C* hereto, the Index shall be LIBOR unless the Corporation shall select a different index on which the Index Rate shall be based not less than five Business Days prior to the Rate Determination Date. Such different index may be the Consumer Price Index, the Municipal Swap Index or any other index which the Corporation in consultation with the Index Agent deems appropriate. The Index Agent shall determine the Applicable Factor or Factors and Applicable Spread or Spreads and may determine an Index Bond Default Rate and/or Index Bond Unremarketed Rate and the specified period for which such Index Bond Unremarketed Rate will be in effect to be used in calculating the Index Rate not later than 4:00 p.m. New York City time on the Rate Determination Date. The Applicable Factor or Factors, Applicable Spread or Spreads, the Index Bond Default Rate and the Index Bond Unremarketed Rate and specified effective period shall be the minimum which, when multiplied by the Index, in the case of an Applicable Factor or Applicable Spread, in the reasonable judgment of the Index Agent, the Index Agent determines will result in selling the Series 2012A Bonds at a price equal to the Purchase Price on the Rate Determination Date. Each such determination shall be evidenced by the delivery by the Index Agent to the Corporation, the Bond Trustee, the Authority, the Remarketing Agent and any proposed purchaser of 100% of the outstanding principal amount of the Series 2012A Bonds of a certificate substantially in the form of *Exhibit C-1* hereto which has been appropriately completed. At the time the Index Agent determines the Applicable Factor or Factors and Applicable Spread or Spreads by which the Index is multiplied, the Index Agent shall also determine the interest rate for the initial Interest Payment Period from the Index Rate Conversion Date to the first Interest Payment Date in the Index Mode, the frequency with which the Index Rate shall be recalculated, the Interest Payment Periods and the Interest Payment Dates. The Index Agent shall make such information available by Electronic Means to any Bondholder requesting such information and to the Corporation, the Authority, the Bond Trustee, the Tender Agent, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any) and the Purchaser. Upon request of any Bondholder, the Corporation, the Authority, the Bond Trustee, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any) or the Purchaser, the Tender Agent shall give notice of such information by Electronic Means. On each date on which the Index Rate is recalculated, the Index Agent shall give notice of such rate by Electronic Means upon request from any Bondholder, the Corporation, the Authority, the Bond Trustee, the Tender Agent, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any) or the Purchaser. Such determination shall be conclusive and binding upon the Corporation, the Authority, the Bond Trustee, the Tender Agent, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Index Agent, the Bondholders and the Purchaser.

(B) Any designation by the Corporation of the index on which the Index Rate shall be based pursuant to subsection (A) above and any determination by the Index Agent of the Applicable Factor or Factors, the Applicable Spread or Spreads and any Index Bond Default Rate or Index Bond Unremarketed Rate and specified effective period shall be accompanied by a Favorable Opinion of Bond Counsel that the index, the Applicable Factor or Factors, the Applicable Spread or Spreads and any Index Bond Default Rate or Index Bond Unremarketed Rate and specified effective period selected will not have an adverse effect on any exemption from federal income taxation to which the interest on the Series 2012A Bonds would otherwise

be entitled and (i) a written statement from the Index Agent addressed to the Authority and the Bond Trustee to the effect that the Index Agent has determined in its sole judgment that the Mode Change or change to a different Index Rate Period would result in the lowest aggregate cost, taking into account interest and other determinable fees and expenses, being payable with respect to the Series 2012A Bonds over the next twelve months commencing with the date of the index designation, or (ii) an approval in writing of such index, Applicable Factor or Factors, Applicable Spread or Spreads, Index Bond Default Rate and Index Bond Unremarketed Rate and specified effective designation by a duly authorized officer of the Authority, or (iii) a Favorable Opinion of Bond Counsel, to the effect that such approval is not required for the continued validity and enforceability of the Series 2012A Bonds in accordance with their terms.

If the foregoing conditions have not been satisfied by the Mode Change Date, the change to the Index Mode or the different Interest Rate Period shall not take effect for the Series 2012A Bonds proposed to be converted to the Index Mode or the different Interest Rate Period, such Series 2012A Bonds shall not be purchased on the proposed Mode Change Date and: (a) if the change was from an Auction Mode, the Series 2012A Bonds shall remain in the Auction Mode and the Series 2012A Bonds shall convert to the Auction Period and bear interest at the Auction Rate determined pursuant to the provisions of Section 2.04(e) of *Exhibit B* hereto; (b) if the change was from an R-FLOATs Mode, the Series 2012A Bonds shall remain in the R FLOATs Mode that was in effect immediately prior to the proposed change with interest rates established in accordance with Section 206(D) and (E); (c) if the change was from an Index Mode and the proposed Mode Change Date was an optional redemption date, the Series 2012A Bonds shall continue to bear interest in the Index Mode; (d) if the change was from an Index Mode and the proposed Mode Change Date was a Purchase Date, the Series 2012A Bonds shall be purchased by the Corporation at their Purchase Price and, if not so purchased shall be deemed to be Unremarketed Bonds; and (e) otherwise, all Series 2012A Bonds shall be changed to a Daily Mode.

Section 208. Determination of Term Rates.

(A) *Method of Determining Term Rate, Interest Period and Purchase Date During Term Rate Mode.* The Term Rate shall be the minimum rate which, in the judgment of the Remarketing Agent, will result in a sale of the Series 2012A Bonds at a price equal to the Purchase Price on the Rate Determination Date for the Interest Period selected by the Authority at the direction of the Corporation. The Remarketing Agent shall also determine the Purchase Date as the day following the last day of the Interest Period so selected by the Authority (at the direction of the Corporation). If a new Interest Period is not selected by the Authority (at the direction of the Corporation) prior to the Business Day next preceding the Purchase Date for the Interest Period then in effect, the new Interest Period shall be the same length as the current Interest Period.

(B) *Determination Time for Term Rates.* Except as provided in Section 208(C), once Series 2012A Bonds are changed to the Term Rate Mode, such Series 2012A Bonds shall continue in the Term Rate Mode until changed to another Mode in accordance with Section 212 hereof. The Term Rate shall be determined by the Remarketing Agent not later than 4:00 p.m. New York City time on the Rate Determination Date. After 4:00 p.m. New York City time, the Remarketing Agent shall make the Term Rate available by telephone or by Electronic Means to

any holder and to the Corporation, the Authority, the Bond Trustee, the Tender Agent, the Credit Facility Provider and the Liquidity Facility Provider.

(C) *Default to Unit Pricing Mode.* If, for any reason, a new Term Rate cannot be established, the Series 2012A Bonds will be changed automatically to the Unit Pricing Mode on the Purchase Date for Interest Period(s) determined by the Remarketing Agent on such Purchase Date.

Section 209. Conversion to Fixed Rates; Determination of Fixed Rates. Subject to any limitation set forth in the Supplemental Bondholder's Agreement, at the option of the Authority upon direction of the Corporation and with the prior written consent of the Credit Facility Provider, if any, the Series 2012A Bonds may be converted to bear interest at Fixed Rates to the Maturity Dates of the Series 2012A Bonds in the manner provided in Sections 212 and 502(B) hereof. The Remarketing Agent shall determine the Fixed Rate for each maturity of the Series 2012A Bonds not later than 4:00 p.m. New York City time on the Rate Determination Date as provided in Section 502(B) hereof. The Fixed Rates shall be the rate or rates determined in accordance with Section 502(B) hereof. The Remarketing Agent shall make the Fixed Rates available by telephone to any holder and to the Corporation, the Authority, the Bond Trustee, the Tender Agent or the Credit Facility Provider. Upon request of any holder, the Corporation, the Authority, the Bond Trustee or the Credit Facility Provider, the Tender Agent shall give Immediate Notice of such rate. Such determination shall be conclusive and binding upon the Interested Parties.

Section 210. Alternate Rate for Interest Calculation. In the case of Series 2012A Bonds other than Series 2012A Bonds in the Auction Mode or Series 2012A Bonds in a R-FLOATs Mode or Unremarketed Bonds, if (a) the Remarketing Agent fails or is unable to determine the interest rate(s) or Interest Periods with respect to any Series 2012A Bonds (except as provided in Section 208(C)), or (b) the method of determining the interest rate(s) or Interest Periods with respect to any Series 2012A Bonds shall be held to be unenforceable by a court of law of competent jurisdiction, the Series 2012A Bonds shall thereupon, until such time as the Remarketing Agent again makes such determination or until there is delivered an Opinion of Counsel to the effect that the method of determining such rate is enforceable, bear interest from the first day of the Interest Period for which such rate could not be determined in the case of clause (a) and from the date on which interest was legally paid in the case of clause (b), at the Alternate Rate for the Mode then in effect. If either of the circumstances described in clauses (a) and (b) occurs on a Rate Determination Date for the Unit Pricing Mode, the relevant Interest Period shall be from and including such Rate Determination Date to, but not including, the next succeeding Business Day, and thereafter shall commence on a Business Day and extend to, but shall not include, the next Business Day.

Section 211. Change to Auction Mode. At the option of the Authority upon direction of the Corporation, Series 2012A Bonds bearing interest in another Mode may be changed to the Auction Mode pursuant to Section 212 hereof and the initial Auction Rate for such Auction Mode shall be determined by the Remarketing Agent upon conversion to the Auction Mode. Thereafter the Auction Rate to be applicable to the Series 2012A Bonds during each Auction Period shall be determined by the Auction Agent and notice thereof shall be given, all as provided in *Exhibit B* hereto. *Exhibit B* is incorporated in this Bond Indenture by this reference

as if set forth in full herein. The initial Auction Rate in an Auction Mode subsequent to the Auction Mode applicable to the Series 2012A Bonds upon the issuance thereof and subsequent Auction Rates shall be conclusive and binding upon the Interested Parties.

Section 212. Changes in Mode. Subject to the provisions of this Section 212 and subject to any limitations set forth in any Supplemental Bondholder's Agreement then in effect, the Corporation may effect a change in Mode with respect to all of the Series 2012A Bonds, other than Series 2012A Bonds in the Fixed Rate Mode, by following the procedures set forth in this Section.

(A) *Changes to Modes Other Than Fixed Rate Mode and Index Mode.* All of the Series 2012A Bonds (other than (i) Series 2012A Bonds in the Fixed Rate Mode, which must remain in the Fixed Rate Mode, (ii) Series 2012A Bonds proposed to be changed to the Fixed Rate Mode which shall be governed by Subsection 212(B) hereof and (iii) Series 2012A Bonds proposed to be changed to the Index Mode, which change shall be governed by Section 207 hereof and *Exhibit C* hereto) may be changed from one Mode to another Mode as follows:

(1) *Mode Change Notice; Notice to Holders.* No later than the 5th Business Day preceding the proposed Mode Change Date (or in the case of a change to the Auction Mode, not less than the 7th day prior to the date the Bond Trustee is required to notify the holders of the conversion pursuant to Section 506), the Corporation shall give Immediate Notice to the Authority, the Bond Trustee, the Tender Agent, the Remarketing Agent, the Auction Agent, the Broker Dealer, the Liquidity Facility Provider, the Credit Facility Provider and the Purchaser, if any, of its intention to effect a change in the Mode from the Mode then in effect (for purposes of this Section, the "Current Mode") to another Mode (for purposes of this Section, the "New Mode") specified in such written notice, and, if the change is to a Term Rate Mode, the length of the initial Interest Period. Such notice shall be accompanied by a written statement describing the conditions to such conversion set forth in any then effective Supplemental Bondholder's Agreement. Notice of the proposed change in Mode shall be given to the holders pursuant to Section 506.

(2) *Determination of Interest Rates.* The New Mode shall commence on the Mode Change Date and the interest rate(s) with respect to the Series 2012A Bonds (together, in the case of a change to the Unit Pricing Mode, with the Interest Period(s) and Purchase Date(s)) shall be determined by the Remarketing Agent in the manner provided in Sections 204, 205, 206, 207, 208, 209 and 210, as applicable, or, in the case of Series 2012A Bonds in the Auction Mode, by the Auction Agent as provided in Section 211.

(3) *Conditions Precedent.*

(a) The Mode Change Date shall be a Business Day.

(b) Additionally, the Mode Change Date in the case of a change:

(i) from the Index Mode, shall be an optional redemption date or a Purchase Date; provided that an Index Bond may be converted to a

different Mode on an earlier date with the consent of the Purchaser of such Series 2012A Bond;

(ii) from the Unit Pricing Mode, shall be a day which is the last Purchase Date for all Interest Periods for such Series 2012A Bonds set by the Remarketing Agent;

(iii) from the Auction Mode, the Interest Payment Date following the final Auction Period; and

(iv) from the Term Rate Mode, shall be the Purchase Date for the current Interest Period.

(c) The Bond Trustee, the Authority, the Tender Agent, the Auction Agent (if any), the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Remarketing Agent and the Purchaser, if any, shall have received on the Mode Change Date a Favorable Opinion of Bond Counsel dated the Mode Change Date and addressed to the Bond Trustee, the Authority, the Tender Agent, the Auction Agent (if any), the Broker-Dealers (if any), the Credit Facility Provider (if any), the Liquidity Facility Provider (if any) and the Remarketing Agent (if any).

(d) If the Current Mode is the Unit Pricing Mode, no Interest Period set after delivery by the Corporation to the Remarketing Agent of the notice of the intention to effect a change in Mode shall extend beyond the proposed Mode Change Date.

(e) If the Current Mode is a Mode other than an Auction Mode and the new Mode is an Auction Mode, the Corporation shall have appointed an Auction Agent, a Market Agent and a Broker-Dealer.

(f) If the Current Mode is the Auction Mode, the Corporation shall have appointed a Remarketing Agent and a Tender Agent (other than in the case of a change to a Fixed Rate Mode).

(g) If there shall be no Liquidity Facility in effect to provide funds for the purchase of Series 2012A Bonds on the Mode Change Date, the remarketing proceeds available (and money provided by the Corporation, if the Current Mode is the Index Mode) on the Mode Change Date shall be not less than the amount required to purchase all of the Series 2012A Bonds which are converting on such Mode Change Date at the Purchase Price.

(h) Any designation of a new Mode shall be accompanied by (i) a written statement from the Remarketing Agent or, if the Series 2012A Bonds are in the Auction Mode, all Broker-Dealers, addressed to the Authority and the Bond Trustee, to the effect that the Remarketing Agent has or such Broker-Dealers have determined, in its or their sole judgment, that the Mode Change would result in the lowest aggregate cost, taking into account interest and other determinable fees

and expenses, being payable with respect to the Series 2012A Bonds over the next twelve months commencing with the Mode Change Date, or (ii) an approval in writing of such change in Mode by a duly authorized officer of the Authority, or (iii) a Favorable Opinion of Bond Counsel, to the effect that such approval is not required for the continued validity and enforceability of the Series 2012A Bonds in accordance with their terms.

(4) *Failure to Satisfy Conditions Precedent to Mode Change.* If the foregoing conditions have not been satisfied by the Mode Change Date, the new Mode shall not take effect for the Series 2012A Bonds proposed to be converted to the new Mode, such Series 2012A Bonds shall not be purchased on the proposed Mode Change Date and: (a) if the change was from an Auction Mode, the Series 2012A Bonds shall remain in the Auction Mode and the Series 2012A Bonds shall convert to the Auction Period and bear interest at the Auction Rate determined pursuant to the provisions of Section 2.04(e) of *Exhibit B* hereto; (b) if the change was from an R-FLOATs Mode, the Series 2012A Bonds shall remain in the R-FLOATs Mode that was in effect immediately prior to the proposed change with interest rates established in accordance with Section 206(D) and (E); (c) if the change was from an Index Mode and the proposed Mode Change Date was an optional redemption date, the Series 2012A Bonds shall continue to bear interest in the Index Mode; (d) if the change was from an Index Mode and the proposed Mode Change Date was a Purchase Date, the Series 2012A Bonds shall be purchased by the Corporation at their Purchase Price and, if not so purchased shall be deemed to be Unremarketed Bonds; and (e) otherwise, all Series 2012A Bonds shall be changed to a Daily Mode.

(B) *Change to Fixed Rate Mode.* Subject to any limitation set forth in any then effective Supplemental Bondholder's Agreement, at the option of the Authority upon direction of the Corporation, all of the Series 2012A Bonds may be changed to the Fixed Rate Mode as provided in this Section 212(B). Not less than 45 days (or such shorter time as may be agreed to by the Bond Trustee and the Remarketing Agent) before the proposed Mode Change Date, or seven (7) Business Days prior to the date the Bond Trustee is required to give notice to the holders of the Series 2012A Bonds pursuant to Section 212(B)(1)(c) in the case of Series 2012A Bonds in the Auction Mode, the Corporation shall give written notice to the Bond Trustee, the Authority, the Tender Agent, the Auction Agent (if any), the Broker-Dealers (if any), the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Remarketing Agent (if any), the Purchaser, if any, and each Rating Agency then rating the Series 2012A Bonds stating that the Mode will be changed to the Fixed Rate Mode and setting forth the proposed Mode Change Date. Such notice shall be accompanied by an approval in writing of the change to the Fixed Rate Mode by the Authority. Any such change in Mode shall be made as follows:

(1) Conditions Precedent.

- (a) The Mode Change Date shall be a Business Day;
- (b) Additionally, the Mode Change Date in the case of a change:

(i) from the Unit Pricing Mode, a day which is the last Purchase Date for all Interest Periods for such Series 2012A Bonds set by the Remarketing Agent;

(ii) from the Index Mode, an optional redemption date or Purchase Date; provided, however, that any Index Bond may be changed to a Fixed Rate Mode on an earlier date with the consent of the Bondholder;

(iii) from the Term Rate Mode, the Purchase Date for the current Interest Period; and

(iv) from the Auction Mode, the Interest Payment Date following the final Auction Period.

(c) *Notice to Holders.* Not less than the 30th day, or in the case of Series 2012A Bonds in an Auction Mode the 20th day, next preceding the Mode Change Date, the Tender Agent shall mail, in the name of the Authority, a notice of such proposed change to the holders of the Series 2012A Bonds stating that the Mode will be changed to the Fixed Rate Mode, the proposed Mode Change Date and that such holder is required to tender such holder's Series 2012A Bonds for purchase on such proposed Mode Change Date. Such notice shall be accompanied by a written statement describing the conditions to such conversion set forth in any then effective Supplemental Bondholder's Agreement.

(d) *Favorable Opinion of Bond Counsel.* The change to the Fixed Rate Mode shall not occur unless the Authority, the Bond Trustee, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Purchaser (if any), the Remarketing Agent and the Auction Agent (if any) have received, on the Mode Change Date, a Favorable Opinion of Bond Counsel dated the Mode Change Date and addressed to the Authority, the Bond Trustee, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Remarketing Agent and the Auction Agent (if any).

(e) *Certificate Designating Maturities, Interest Rates, Etc.* Prior to the conversion to the Fixed Rate Mode, the certificate of the Remarketing Agent described in Section 502(B) shall be provided to the Bond Trustee, the Authority and the Corporation.

(f) *Firm Underwriting or Purchase Contract.* Prior to the conversion to the Fixed Rate Mode, a firm underwriting or purchase contract from a recognized firm of bond underwriters or recognized institutional investors to underwrite or purchase all Series 2012A Bonds which are to be converted on such Conversion Date at a price of 100% of the principal amount thereof, which contract may be subject to conditions to purchase, shall be provided to the Authority and the Corporation.

(g) *Replacement Series 2012A Bonds.* The Authority, at the direction of the Corporation, and the Bond Trustee shall deliver replacement Series 2012A Bonds bearing the Fixed Rate for converted Series 2012A Bonds surrendered or deemed surrendered by the owner thereof. Any such replacement Series 2012A Bonds shall be executed and authenticated as provided in Section 215 of this Bond Indenture; provided, however, that unless the form of the Series 2012A Bonds is revised pursuant to Section 216 hereof the Bond Trustee shall affix a legend on the face of each Bond authenticated on or after the Conversion Date therefor in substantially the following form:

This Bond bears interest at the Fixed Rate, as defined in this Bond, of ____% per annum from and after _____. This Bond is not secured by a Liquidity Facility. This Bond matures _____.

(2) *Failure to Satisfy Conditions Precedent to Mode Change.* If any of the conditions precedent have not been satisfied on or prior to the Mode Change Date, the Fixed Rate Mode shall not become effective and all Series 2012A Bonds shall be changed to a Daily Mode; provided that (a) if the change was from an Auction Mode, the Series 2012A Bonds shall remain in the Auction Mode, the Auction Period shall automatically convert to a seven day period commencing on the failed Conversion Date and the interest rate for the Series 2012A Bonds during the Auction Period commencing on such failed Conversion Date shall be the Maximum Rate until the first Auction Date after the proposed Mode Change Date; (b) if the change was from an R-FLOATs Mode, the Series 2012A Bonds shall remain in the R-FLOATs Mode that was in effect immediately prior to the proposed change with interest rates established in accordance with Section 206(D) and (E); (c) if the change was from an Index Mode and the proposed Mode Change Date was an optional redemption date, the Series 2012A Bonds shall continue to bear interest in the Index Mode; and (d) if the change was from an Index Mode and the proposed Mode Change Date was a Purchase Date, the Series 2012A Bonds shall be purchased by the Corporation at their Purchase Price and, if not so purchased, shall be deemed to be Unremarketed Bonds.

Section 213. Defaulted Interest. Defaulted Interest with respect to any Series 2012A Bond (except an Index Bond) shall cease to be payable to the holder of such Series 2012A Bond on the relevant Record Date and shall be payable to the holder in whose name such Series 2012A Bond is registered at the close of business of the Bond Trustee on the Special Record Date for the payment of such Defaulted Interest, which shall be fixed as hereinafter described. The Corporation shall notify the Bond Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Series 2012A Bond and the date of the proposed payment (which date shall be such as will enable the Bond Trustee to comply with the next sentence hereof), and at the same time the Corporation shall deposit with the Bond Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Bond Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the holders of the Series 2012A Bonds entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds the Bond Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the

proposed payment and not less than 10 days after the receipt by the Bond Trustee of the notice of the proposed payment. The Bond Trustee shall promptly notify the Corporation of such Special Record Date and, in the name and at the expense of the Corporation, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each holder of a Bond of such Series at the address of such holder as it appears on the registration books kept by the Bond Trustee not less than 10 days prior to such Special Record Date. Such Defaulted Interest shall be paid to the holders of the Series 2012A Bonds on which such Defaulted Interest is to be paid in whose names such Series 2012A Bonds are registered on such Special Record Date.

Section 214. Execution; Limited Obligation; No Liability of State. The Series 2012A Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of its Chairman and shall have impressed or imprinted thereon the official seal of the Authority or a facsimile thereof and shall be attested by the manual or facsimile signature of its Secretary or Assistant Secretary. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any official whose signature or a facsimile of whose signature shall appear on the Series 2012A Bonds shall cease to be such official before the delivery of such Series 2012A Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Series 2012A Bonds may be signed on behalf of the Authority by such persons who, at the time of the execution of such Series 2012A Bonds, are duly authorized or hold the appropriate office of the Authority, although on the date of the Series 2012A Bonds such persons were not so authorized or did not hold such offices.

The Series 2012A Bonds, together with all principal and interest thereon and premium, if any, with respect thereto, are special, limited obligations of the Authority secured by the Loan Agreement and the Series 2012A Obligation pledged hereunder and shall always be payable solely from the revenues and income derived from the Loan Agreement and the Series 2012A Obligation (except to the extent paid out of moneys attributable to proceeds of the Series 2012A Bonds, the income from the temporary investment thereof or payments made pursuant to or derived from a mortgage or assignment of leases and rents or credit enhancement device), are and shall always be a valid claim of the owner thereof only against the revenues and income derived from the Loan Agreement and the Series 2012A Obligation, which revenues and income shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Series 2012A Bonds, except as may be expressly authorized otherwise in this Bond Indenture and in the Loan Agreement.

The Series 2012A Bonds and the obligation to pay principal and interest thereon and any premium with respect thereto do not now and shall never constitute an indebtedness or an obligation of the Authority, the State of Illinois or any political subdivision thereof, within the purview of any constitutional or statutory limitation or provision, or a charge against the general credit or taxing powers, if any, of any of them, but shall be secured as aforesaid, and shall be payable solely from the revenues and income derived from the Loan Agreement and the Series 2012A Obligation pledged hereunder (except as stated aforesaid). No owner of the Series 2012A Bonds shall have the right to compel the exercise of the taxing power, if any, of the Authority, the State of Illinois or any political subdivision thereof to pay any principal installment of,

redemption premium, if any, or interest on the Series 2012A Bonds. The Authority does not have the power to levy taxes for any purposes whatsoever.

Section 215. Authentication. No Series 2012A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Indenture unless and until a certificate of authentication on such Series 2012A Bond substantially in the form set forth in *Exhibit A* hereto shall have been duly executed by the Bond Trustee, and such executed certificate of the Bond Trustee upon any such Series 2012A Bond shall be conclusive evidence that such Series 2012A Bond has been authenticated and delivered under this Bond Indenture. The Bond Trustee shall insert the authentication date on each Series 2012A Bond authenticated hereunder. The certificate of authentication of the Bond Trustee on any Series 2012A Bond shall be deemed to have been executed by it if signed by an authorized signer of the Bond Trustee, but it shall not be necessary that the same agent sign the certificate of authentication on all of the Series 2012A Bonds issued hereunder.

Section 216. Form of Series 2012A Bonds and Temporary Series 2012A Bonds. The Series 2012A Bonds shall be substantially in the form set forth in *Exhibit A* hereto with such appropriate variations, omissions and insertions as are permitted or required by this Bond Indenture or deemed necessary by the Bond Trustee and the Authority.

Series 2012A Bonds may be initially issued in temporary form exchangeable for definitive Series 2012A Bonds of the same Series and stated maturity when ready for delivery. The temporary Series 2012A Bonds shall be in the form of registered Series 2012A Bonds without coupons in Authorized Denominations, substantially in the form of *Exhibit A* hereto, with such appropriate omissions, insertions and variations as may be required with respect to such temporary Series 2012A Bonds and may contain such reference to any of the provisions of this Bond Indenture as may be appropriate. Every temporary Series 2012A Bond shall be executed by the Authority and be authenticated by the Bond Trustee upon the same conditions and in substantially the same manner as the definitive Series 2012A Bonds. If the Authority issues temporary Series 2012A Bonds it will execute and furnish definitive Series 2012A Bonds without delay and thereupon the temporary Series 2012A Bonds may be surrendered for cancellation in exchange therefor at the Principal Office of the Bond Trustee, and the Bond Trustee shall authenticate and deliver in exchange for such temporary Series 2012A Bonds an equal aggregate principal amount of definitive Series 2012A Bonds of the same maturity of Authorized Denominations. Until so exchanged, the temporary Series 2012A Bonds shall be entitled to the same benefits under this Bond Indenture as definitive Series 2012A Bonds authenticated and delivered hereunder.

Section 217. Delivery of Series 2012A Bonds. (A) Delivery of Initial Bond. Upon the execution and delivery of this Bond Indenture, the Authority shall execute and deliver to the Bond Trustee and the Bond Trustee shall authenticate the initial Series 2012A Bonds to be issued pursuant to Section 201 hereof in the amount of \$300,000 and deliver such Series 2012A Bonds to the Initial Purchaser as hereinafter in this Section 217 provided.

Prior to the delivery by the Bond Trustee of any of the Series 2012A Bonds, there shall be filed with or delivered to the Bond Trustee and the Authority:

(i) a copy, duly certified by an authorized officer of the Authority, of the resolutions adopted and approved by the Authority authorizing the execution and delivery of the Loan Agreement, the Tax Exemption Agreement, the Purchase Contract and this Bond Indenture and the issuance and sale of the Series 2012A Bonds;

(ii) copies, duly certified by the Secretary or an Assistant Secretary of the Corporation of the resolutions adopted and approved by the Corporation authorizing the execution and delivery of the Series 2012A Obligation, the Loan Agreement, the Master Indenture, the First Supplemental Master Indenture, the Use Agreement, the Purchase Contract, the Supplemental Bondholder's Agreement and the Tax Exemption Agreement and authorizing the approval of this Bond Indenture;

(iii) copies, duly certified by an authorized officer of the Users of the resolutions of the Users authorizing the execution and delivery of the Use Agreement which is to be in effect as of the Closing Date;

(iv) the original executed and authenticated Series 2012A Obligation and original executed counterparts of this Bond Indenture, the Loan Agreement, the Master Indenture, the First Supplemental Master Indenture, the Use Agreement, the Purchase Contract, the Supplemental Bondholder's Agreement and the Tax Exemption Agreement;

(v) the opinions of Independent Counsel required by Section 3.2 of the Loan Agreement and the matters relied upon by Independent Counsel in rendering such opinion;

(vi) a request and authorization to the Bond Trustee on behalf of the Authority and signed by an authorized officer of the Authority to authenticate and deliver the initial Series 2012A Bond in an aggregate principal amount set forth in the first paragraph of this Section to the Initial Purchaser upon payment to the Bond Trustee, but for the account of the Authority, of the net proceeds from the sale of the Series 2012A Bonds; and

(vii) such other closing documents and opinions of counsel as the Bond Trustee or the Authority or bond counsel may reasonably specify in writing to the Bond Trustee (which may be done through the inclusion of such items on the final closing agenda prepared in connection with the issuance of the initial Series 2012A Bond).

(B) Delivery of Series 2012A Bonds in Connection with Supplemental Advances. Upon written request of the Corporation, the Bond Trustee on any Interest Payment Date (which Interest Payment Date is not less than three Business Days after the date of such request) shall deliver to the Initial Purchaser a Series 2012A Bond or Series 2012A Bonds issued in Authorized Denominations, registered in the name of the Initial Purchaser or such Person designated by the Initial Purchaser, executed by the Authority and authenticated by the Bond Trustee and in the aggregate principal amount of each Supplemental Advance. Prior to the delivery by the Bond Trustee of any Series 2012A Bonds issued in connection with a Supplemental Advance there shall be filed with or delivered to:

(i) the Initial Purchaser, the Bond Trustee and the Authority, no later than three (3) Business Days prior to the date of any such Supplemental Advance, an executed Request of Corporation For Supplemental Advance in the form of *Exhibit F* hereto (which form may be combined with the form of Project Fund Disbursement Request attached hereto as *Exhibit D*);

(ii) the Bond Trustee, Schedule I to the Series 2012A Obligation, executed by the Corporation and the Master Trustee, evidencing the Supplemental Advance;

(iii) the Initial Purchaser, an opinion of Bond Counsel to the effect that any additional Series 2012A Bond being issued to evidence such Supplemental Advance is a valid and binding obligation of the Authority and has been duly authorized and executed by the Authority and that all conditions precedent to the issuance of such additional Series 2012A Bonds and the making of such Supplemental Advance set forth in this Bond Indenture have been satisfied;

(iv) the Initial Purchaser, an opinion of counsel to the Authority in form and substance acceptable to counsel to the Initial Purchaser; and

(v) the Authority, the amount of such Supplemental Advance which shall be deemed to be a representation from the Initial Purchaser that the conditions to such Supplemental Advance contained in the Supplemental Bondholder's Agreement have been satisfied or waived.

Any Request of the Corporation for a Supplemental Advance shall be considered in the aggregate with all Requests of the Corporation for Supplemental Advances for the Series 2012A Bonds.

Section 218. Mutilated, Lost, Stolen or Destroyed Series 2012A Bonds. In the event any temporary or definitive Series 2012A Bond is mutilated, lost, stolen or destroyed, the Authority may execute and the Bond Trustee may authenticate a new Series 2012A Bond of like form, tenor, date, series, stated maturity and denomination as that mutilated, lost, stolen or destroyed and bearing a number not contemporaneously outstanding; provided that, in the case of any mutilated Series 2012A Bond, such mutilated Series 2012A Bond shall first be surrendered to the Authority, and in the case of any lost, stolen or destroyed Series 2012A Bond, there shall be first furnished to the Authority, Bond Trustee and the Corporation evidence of such loss, theft or destruction satisfactory to the Authority, Bond Trustee and the Corporation together with indemnity satisfactory to them and to the Authority, the Bond Trustee and the Corporation. In the event any such Series 2012A Bond shall have matured or been called for redemption, instead of issuing a duplicate Series 2012A Bond the Authority may pay the same without surrender thereof upon delivery of the evidence and indemnity provided above. The Authority and the Bond Trustee may charge the holder or owner of such Series 2012A Bond with their reasonable fees and expenses in this connection.

All duplicate Series 2012A Bonds issued and authenticated pursuant to this Section 218 shall constitute original contractual obligations of the Authority (whether or not, in the case of the first paragraph of this Section 218, lost, stolen or destroyed Series 2012A Bonds be at any

time found by anyone) and shall be entitled to equal and proportionate rights and benefits hereunder as all other outstanding Series 2012A Bonds issued hereunder.

All Series 2012A Bonds shall be owned upon the express condition that the foregoing provisions, to the extent permitted by law, are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2012A Bonds, and shall preclude any and all other rights or remedies.

Section 219. Bond Register; Transfer and Exchange of Series 2012A Bonds; Persons Treated as Owners. (A) The Authority shall cause the Bond Register to be kept by the Bond Trustee which is hereby constituted and appointed the Registrar for purposes of this Bond Indenture. The Bond Trustee shall keep on file at its Principal Office the Bond Register relating to the Series 2012A Bonds indicating the names and addresses of the owners of the Series 2012A Bonds and the serial numbers of such Series 2012A Bonds held by each of such owners. At reasonable times and under reasonable regulations established by the Bond Trustee (in its capacity as Registrar), the Bond Register may be inspected and copied by the Authority, the Corporation or their designated agent, the Master Trustee or the owners (or a designated representative thereof) of 10% or more in aggregate principal amount of the Series 2012A Bonds then outstanding.

(B) Upon surrender for registration or transfer of any Series 2012A Bond at the Principal Office of the Bond Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Trustee and duly executed by the Bondholder or such Bondholder's attorney duly authorized in writing, the Authority shall execute and the Bond Trustee shall authenticate and deliver in the name of the transferee or transferees a new Series 2012A Bond or Series 2012A Bonds of like date and tenor in Authorized Denominations of the same maturity for the aggregate principal amount which the registered owner is entitled to receive bearing numbers not contemporaneously outstanding. Series 2012A Bonds may be exchanged at such times at such Principal Office of the Bond Trustee upon surrender thereof together with an assignment duly executed by the registered owner thereof or such owner's attorney in such form and with guarantee of signature as shall be satisfactory to the Bond Trustee for an equal aggregate principal amount of Series 2012A Bonds of like date, stated maturity and tenor of any Authorized Denomination as the Series 2012A Bonds surrendered for exchange bearing numbers not contemporaneously outstanding.

Except for transfers or exchanges in connection with tenders permitted or required to be made hereunder, the Authority and the Bond Trustee shall not be required to register the transfer of or exchange any Series 2012A Bond after notice calling such Series 2012A Bond or any portion thereof for redemption has been mailed or during the fifteen day period next preceding the mailing of such notice of redemption of the Series 2012A Bonds.

(C) No service charge shall be imposed for any exchange or transfer of Series 2012A Bonds. The Authority and the Bond Trustee may, however, require payment by the person requesting an exchange, change in registration or transfer of Series 2012A Bonds of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, except in the case of the issuance of a Series 2012A Bond or Series 2012A Bonds for the unredeemed portion of a Series 2012A Bond surrendered for redemption in part.

(D) Series 2012A Bonds delivered upon any registration of transfer or exchange as provided herein or as provided in Section 221 hereof shall be valid limited obligations of the Authority, evidencing the same debt as the Series 2012A Bonds surrendered, shall be secured by this Bond Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2012A Bond surrendered.

(E) The Authority, the Bond Trustee, the Corporation and any Paying Agent may treat the registered owner of any Series 2012A Bond as the absolute owner thereof for all purposes, whether or not such Series 2012A Bond shall be overdue, and shall not be bound by any notice to the contrary. All payments of or on account of the principal of and premium, if any, and interest on any such Series 2012A Bond as herein provided shall be made only to or upon the written order of the registered owner thereof or such owner's legal representative, but such registration may be changed as provided herein; provided, however, that interest will be paid to the registered owner of a Series 2012A Bond as of the Record Date or Special Record Date, as the case may be. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2012A Bond to the extent of the sum or sums so paid.

Section 220. Required Information in Bond Form. On each date on which the Bond Trustee authenticates and delivers a Series 2012A Bond, it shall complete the information required to be inserted by the Series 2012A Bond forms and shall keep a record of such information.

Section 221. Cancellation. Any Series 2012A Bond surrendered for the purpose of payment or retirement or for exchange or transfer or for replacement pursuant to Sections 218 and 219 hereof shall be canceled upon surrender thereof to the Bond Trustee or any Paying Agent. Any such Series 2012A Bonds canceled by any Paying Agent other than the Bond Trustee shall be promptly transmitted by such Paying Agent to the Bond Trustee. Certification of Series 2012A Bonds canceled by the Bond Trustee and Series 2012A Bonds canceled by a Paying Agent other than the Bond Trustee which are transmitted to the Bond Trustee shall be made to the Authority and to the Corporation. Canceled Series 2012A Bonds may be destroyed by the Bond Trustee unless instructions to the contrary are received from the Authority or the Corporation.

Section 222. Book-Entry Only System. Notwithstanding any other provision of this Bond Indenture to the contrary, the Series 2012A Bonds will not initially be registered to participate in a securities depository system. Upon initial issuance, the ownership of each such Series 2012A Bonds shall be registered on the bond register in the name of the Initial Purchaser. Series 2012A Bonds bearing interest during the initial Index Period and Unremarketed Bonds shall be physical bonds; provided, however, that in the event the Purchaser provides a written request to the Bond Trustee, the Corporation and the Authority that the Series 2012A Bonds bearing interest during the initial Index Period or the Unremarketed Bonds be paid through a Securities Depository, the Bond Trustee, the Corporation and the Authority shall use their best efforts to convert the Series 2012A Bonds from physical bonds to bonds paid through a Securities Depository.

The following provisions of this Section and Sections 223 are applicable only if the Series 2012A Bonds are registered to participate in a securities depository with DTC (the "DTC

System”). In the DTC System, the ownership of each such Series 2012A Bond shall be registered on the bond register in the name of Cede & Co., or any successor thereto, as nominee for DTC. The Authority and the Bond Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including a Letter of Representations.

With respect to Series 2012A Bonds registered in the Bond Register in the name of Cede & Co., as nominee of the Securities Depository, the Authority, the Bond Trustee, the Corporation and the other Members shall have no responsibility or obligation to any Depository Participant or to any person on behalf of whom such a Depository Participant holds a beneficial interest in the Series 2012A Bonds. Without limiting the immediately preceding sentence, the Authority, the Bond Trustee, the Corporation and the other Members shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Securities Depository, Cede & Co. or any Depository Participant with respect to any beneficial ownership interest in any Series 2012A Bond, (ii) the delivery to any Depository Participant or any other Person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to any Series 2012A Bonds, including without limitation any notice of redemption, tender, purchase or any event which would or could give rise to a tender or purchase right or option with respect to any Series 2012A Bond, (iii) the payment to any Depository Participant or any other Person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, or the purchase price of, any Series 2012A Bond, (iv) any consent given by the Securities Depository as registered owner, or (v) subject to Article V, the selection by the Securities Depository or any Depository Participant of any beneficial owners to receive payment if Series 2012A Bonds are redeemed in part. Notwithstanding any other provision of this Bond Indenture to the contrary, the Authority, the Bond Trustee and each Paying Agent, if any, shall be entitled to treat and consider the Person in whose name each Series 2012A Bond is registered in the Bond Register as the absolute owner of such Series 2012A Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2012A Bond, for the purpose of giving notices of redemption, sale, purchase or any event which would or could give rise to a sale or purchase right or option with respect to any Series 2012A Bond, for the purpose of making payment of any purchase price of such Series 2012A Bond, for the purpose of registering transfers with respect to such Series 2012A Bond, and for all other purposes whatsoever. The Bond Trustee and each Paying Agent, if any, shall pay all principal of, premium, if any, and interest on the Series 2012A Bonds and the purchase price of any Series 2012A Bond only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Bond Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority’s obligations with respect to payment of principal of, premium, if any, and interest on the Series 2012A Bonds and the purchase price of any Series 2012A Bond to the extent of the sum or sums so paid. No Person other than a Bondholder, as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Authority to make payments of principal, premium, if any, and interest pursuant to this Bond Indenture.

The Bondholders have no right to a depository for the Series 2012A Bonds. The Authority may remove the Securities Depository or any successor thereto for any reason at any time, including without limitation, conversion to the Index Mode if requested by the Corporation. In such event, the Authority or the Bond Trustee if the Authority shall fail to do so, shall (i)

appoint a successor Securities Depository, qualified to act as such under Section 17(a) of the Securities Exchange Act, notify the prior Securities Depository of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (ii) notify the Securities Depository of the availability through the Securities Depository of Series 2012A Bond certificates and transfer one or more separate Series 2012A Bond certificates to Depository Participants having Series 2012A Bonds credited to their the Securities Depository accounts. In such event, the Series 2012A Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of the Securities Depository, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Depository Participants receiving Series 2012A Bonds shall designate, in accordance with the provisions of this Bond Indenture.

The Authority has executed the Letter of Representations. Such Letter of Representations is for the purpose of effectuating the Book-Entry Only System only and shall not be deemed to amend, supersede or supplement the terms of this Bond Indenture which are intended to be complete without reference to the Letter of Representations. In the event of any conflict between the terms of the Letter of Representations and the terms of this Bond Indenture, the terms of this Bond Indenture shall control. The Securities Depository may exercise the rights of a Bondholder hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 223. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Bond Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds and all notices with respect to the Bonds shall be made and given, respectively, in the manner provided in the Letter of Representations.

ARTICLE III

APPLICATION OF BOND PROCEEDS AND REQUIRED FUND DEPOSITS

Section 301. Deposit of Funds. (i) The Authority, for and on behalf of the Corporation, shall deposit with the Bond Trustee all of the net proceeds loaned to the Corporation from the initial sale of the Series 2012A Bonds, and the Bond Trustee shall out of such proceeds:

- (a) Deposit \$300,000.00 of such net proceeds to the credit of the Expense Fund.

The Authority, for and on behalf of the Corporation shall deposit with the Bond Trustee all of the net proceeds of subsequent Supplemental Advances made in connection with subsequent issuances of Series 2012A Bonds, and the Bond Trustee shall deposit such proceeds to the credit of the Project Fund or the Expense Fund, as applicable. The Bond Trustee shall keep a record of how each such deposit is allocated among the Users and for what portions of the Project each such deposit is allocated.

Section 302. Project Fund. (A) The Authority shall establish with the Bond Trustee and maintain throughout the period of the acquisition, construction, renovation, remodeling and equipping of the Project a separate account to be known as the “Project Fund - HSSI 2012A” (the “Project Fund”), to the credit of which deposits shall be made as required by the provisions of Section 301 hereof. Any moneys received by the Bond Trustee from any source for the Project shall be deposited in the Project Fund. The moneys in the Project Fund shall be held in trust by the Bond Trustee, shall be applied to the payment of the costs of the Project except to the extent required to be transferred to the Rebate Fund in accordance with the Tax Exemption Agreement and, pending such application, shall be held as trust funds under this Bond Indenture until paid out or transferred as provided in this Section 302. Prior to the issuance and delivery of the Series 2012A Bonds, the Corporation will deliver to the Authority and the Bond Trustee all available final Plans and Specifications for the Project together with any available preliminary Plans and Specifications for any portion thereof with respect to which final Plans and Specifications are not available and the Schedule (as amended from time to time in accordance with Section 3.3 of the Loan Agreement) setting forth the equipment and other costs of the Project to be paid with the proceeds of the Series 2012A Bonds not covered by the Plans and Specifications.

(B) Moneys deposited in the Project Fund shall be paid out from time to time by the Bond Trustee, upon receipt by the Bond Trustee of a Written Request from the Corporation delivered pursuant to Section 302(B)(1) which Written Request complies with the provisions of this Bond Indenture), in order to pay, or to reimburse the Users for payment made, for the costs of the Project and such other costs related to the Project as are permitted under the Act, in each case within three Business Days after receipt by the Bond Trustee of a Written Request described in subparagraph (1) below together with bills of sale, invoices or other evidence satisfactory to the Bond Trustee after consultation with the Authority that such costs are due and owing or have been incurred and previously paid by a User and are costs of the Project.

(1) Each Written Request of the Corporation shall certify:

(a) the item number of such Written Request, the name of the person, firm or corporation to whom each such payment is due, each amount to be paid or reimbursed and that such costs were incurred for or in connection with the Project;

(b) that such costs have been incurred by a User and are currently due and payable or have been paid by a User and are reimbursable hereunder (and shall certify which of such costs are attributable to each particular User and that each such User has executed a Use Agreement that is in full force and effect) and each item thereof is a proper charge against the Project Fund and has not been paid or reimbursed, as the case may be from the Series 2012A Bonds or from the proceeds of any other tax-exempt financing;

(c) that such costs are valid “costs” of a “project” under the Act and no part thereof was included in any other Written Requests previously filed with the Bond Trustee under the provisions hereof;

(d) that there has not been filed with or served upon the Corporation or any User any notice of any lien, right to a lien or attachment upon or claim affecting the right of any Person, firm or corporation to receive payment of the respective amount stated in such Written Request;

(e) that the amount of moneys which will remain on deposit in the Project Fund after the withdrawal in question is made plus its reasonable estimate of investment income to be earned thereon and on the other funds to the extent such income is required to be deposited in the Project Fund, any other moneys available to the Users for the Project and the amount of moneys, if any, committed to the Users and the Project through enumerated bank loans (including letters of credit) or federal or state grants, in the aggregate will be sufficient to complete the Project in accordance with the Schedule on file with the Bond Trustee;

(f) that the necessary permits and approvals, if any, required for that portion of the Project for which such withdrawal is to be made have been issued and are in full force and effect;

(g) (i) the item on the Project Certificate for which payment or reimbursement is being requested or (ii) if any item for which payment or reimbursement is sought was not included in the exhibit to the Project Certificate (the "Project Certificate Exhibit"), the expenditure, if any, on the Project Certificate Exhibit for which such item is being substituted, the reasonably expected economic life to the Users of the facility provided by such substituted item determined as of the later of the date of issuance of the Series 2012A Bonds or the date on which such facility was, or is expected to be, placed in service and evidence that a corresponding amendment was made to the Schedule in accordance with Section 3.3 of the Loan Agreement;

(h) that no items for which payment or reimbursement is sought are located at any location which was not described in the notice of public hearing published in connection with the issuance of the Series 2012A Bonds; and

(i) that the withdrawal and use of the Project Fund moneys for the purpose intended will not cause any of the representations or certifications contained in the Project Certificate to be untrue.

(2) Upon receipt of each Written Request of the Corporation made pursuant to subparagraph (1), the Bond Trustee shall pay the obligation set forth in such Written Request out of moneys in the Project Fund, with such payment to be made subject to receipt of an Immediate Notice as hereinafter described. In making such payments the Bond Trustee may conclusively rely upon a Written Request and the related attachments, provided such Written Request and related attachments satisfy the requirements set forth in this Section 302(B). If for any reason the Authority or the Corporation should decide prior to the payment of any item in said Written Request not to pay such item it shall give

Immediate Notice of such decision to the Bond Trustee and thereupon the Bond Trustee shall not make such payment.

(C) The Authority shall require the Corporation to deliver to the Bond Trustee and the Authority within 90 days after the completion of the Project a certificate of the Corporation certifying:

(1) that the Project has been completed and that all permits necessary for the occupancy and use of the Project have been obtained and are in full force and effect;

(2) that the Project has been completed in accordance with the Plans and Specifications, the Schedule, and the date of completion;

(3) if any item was added, deleted or substituted from the Project as described in the Project Certificate Exhibit, the average reasonably expected economic life of the Project recalculated as follows:

(f) any item which was not originally listed on the Project Certificate Exhibit but for which a draw was made from the Project Fund pursuant to Section 302(B) shall be included in the Project Certificate Exhibit and the Corporation shall specify the reasonably expected economic life to the User involved of the additional item, the date on which such additional item was placed in service, and the original cost thereof;

(g) any item which was originally listed on such Project Certificate Exhibit but which the Corporation subsequently deleted from the Project pursuant to an amendment to the Project Documents shall be deleted from such Project Certificate Exhibit; and

(h) all other items shall be assumed to have the economic life and the cost originally assigned to them on the Closing Date as reflected on such Project Certificate Exhibit;

(4) that all fixtures required for the operation of the Project have been installed and are free and clear of all liens and security interests other than Permitted Encumbrances;

(5) that the Project (to the extent of said Plans and Specifications and Schedule) has been fully paid for and no claim or claims exist against the Authority, the Corporation or the Users or against such Project out of which a lien based on furnishing labor or material exists or might, with the passage of time or the giving of notice, ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might, with the passage of time or the giving of notice, ripen in the event that the Corporation or a User intends to contest such claim or claims in accordance with Section 406 of the Master Indenture, in which event such claim or claims shall be described; provided that sufficient funds are on deposit in the Project Fund or are available to the Corporation or a User through enumerated bank loans, including letters of credit, or state or federal grants (as certified by the

Corporation) or other funds of the Corporation or the Users for the Project sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims in which event such claim or claims shall be described; and

(6) no event of default has occurred and is continuing hereunder or under the Loan Agreement.

(D) If after payment by the Bond Trustee of all orders theretofore tendered to the Bond Trustee under the provisions of subsection (B) of this Section 302 and after receipt by the Bond Trustee of the certificates and other documents mentioned in subsection (C) of this Section 302 there shall remain any moneys in the Project Fund, the Corporation may (i) elect to retain all or a portion of such moneys in the Project Fund and withdraw such moneys in accordance with the provisions of subsection (B) of this Section 302 to pay or reimburse the Users for payment of the “cost” of an additional “project” or “projects” (as such terms are defined in the Act) if the Corporation complies with the provisions of Section 3.3 of the Loan Agreement relating to changes in or amendments to the Project Documents and any restrictions on the investment of proceeds contained in the Tax Exemption Agreement, (ii) (a) deposit such moneys in the Bond Sinking Fund to the extent necessary to make the next payment therefrom so long as the next principal payment is required to be made within one year from the date of deposit therein and then (b) deposit the remainder of such moneys in the Redemption Fund, or (iii) apply such moneys in any other manner, provided there shall be delivered to the Bond Trustee and the Authority an Opinion of Bond Counsel to the effect that such application will not adversely affect the validity of the Bonds or any exemption from federal income taxation to which the interest on the Series 2012A Bonds would otherwise be entitled.

As soon as practicable after the Corporation has made an election pursuant to (i) or (ii) of the immediately preceding paragraph, the Corporation shall recalculate the average reasonably expected economic life of the Project, as reflected on the Project Certificate Exhibit, to (i) make any adjustments required by Section 302(C)(2), (ii) include in the Project Certificate Exhibit the average reasonably expected economic life of any additional projects undertaken with moneys remaining on deposit in the Project Fund at the completion of the Project, and (iii) include in the Project Certificate Exhibit the amount of moneys transferred from the Project Fund to the Bond Sinking Fund or the Redemption Fund as an asset with an economic life of zero. If any recalculation required by this paragraph or Section 302(C)(2) demonstrates that the average maturity of the Combined Bonds exceeds 120% of the average reasonably expected economic life of the assets financed with the proceeds of such Bonds, the Bond Trustee shall call the Combined Bonds for optional redemption pursuant to Section 501 hereof in connection with the funds deposited in the Redemption Fund by the Corporation pursuant to Section 6.4 of the Loan Agreement.

(E) Subject to the provisions of Section 406 of this Bond Indenture, moneys at any time on deposit in the Project Fund shall, by a Written Request of the Corporation, be invested or reinvested by the Bond Trustee in Qualified Investments maturing at such time or times so that the Bond Trustee will be able to pay the costs of the Project from time to time upon the order of the Authority and the Corporation as herein provided. The Bond Trustee, the Corporation and the Authority shall be entitled to rely upon a schedule of anticipated payments of construction and equipment costs approved by the Corporation in scheduling such investments; provided that

the judgment of the Authority as to the time when any moneys will be required for expenditure shall be final and conclusive. Any interest or profit on such investments shall be credited to, and any losses on such investments shall be charged against, the Project Fund in which such investments are held. The Bond Trustee shall not be obligated to invest any moneys held by it hereunder except as directed by the Corporation, but shall as soon as practicable inform the Corporation and the Authority of any amounts that remain uninvested but are eligible for investment in Qualified Investments. The Bond Trustee may sell or present for redemption any obligations so purchased whenever it shall be necessary in order to provide moneys to meet any payment pursuant to this Section 302 and the Bond Trustee shall not be liable or responsible for any loss resulting from such investments. Notwithstanding any other provisions of this Article, all investment earnings shall be subject to the provisions of the Tax Exemption Agreement.

(F) If any moneys remain on deposit in the Project Fund on October 1, 2015 and the Project is ongoing but has not been completed or the Project was completed and an election was made pursuant to clause (i) of the first paragraph of Section 302(D), such moneys may remain on deposit in the Project Fund and shall be invested pursuant to the limitations set forth in the Tax Exemption Agreement. If moneys remain on deposit in the Project Fund on October 1, 2015 and the Project has been abandoned, such moneys must be deposited in the funds specified in clause (ii) of the first paragraph of Section 302(D).

Section 303. Expense Fund. The Authority shall establish with the Bond Trustee a separate account to be known as the “Expense Fund – HSSI 2012A” (the “Expense Fund”). Deposits to the credit of the Expense Fund will be made under the provisions of Section 301 hereof. Amounts on deposit in the Expense Fund shall be disbursed upon the Written Request of the Corporation for the payment of expenses for any recording, trustee’s and depository’s fees and expenses, accounting and legal fees, financing costs (including costs of acquiring investments for the funds and escrows), and other fees and expenses incurred or to be incurred by or on behalf of the Authority, the Corporation or the Users in connection with or incident to the issuance and sale of the Series 2012A Bonds. At such time as the Bond Trustee is furnished with a Written Request stating that all such fees and expenses have been paid, and in no event later than October 1, 2013, the Bond Trustee shall transfer any moneys remaining in the Expense Fund to the Interest Fund.

ARTICLE IV

REVENUES AND FUNDS

Section 401. Source of Payment of Series 2012A Bonds. The Series 2012A Bonds herein authorized and all payments to be made by the Authority thereon and into the various Funds established under this Bond Indenture are not general obligations of the Authority, but are limited obligations payable solely from (i) payments or prepayments upon the Series 2012A Obligation, (ii) amounts payable under the Loan Agreement and pledged hereunder (other than Unassigned Rights), (iii) amounts on deposit in the Funds created to the extent herein provided and (iv) certain income from the temporary investment of any of the foregoing.

Section 402. Revenue Fund. The Authority shall establish with the Bond Trustee and maintain so long as any of the Series 2012A Bonds are outstanding a separate account to be

known as the “Revenue Fund - HSSI 2012A” (the “Revenue Fund”). Except as hereinafter in Section 707 provided, all payments upon the Series 2012A Obligation, all payments related to the Series 2012A Bonds under the Loan Agreement (except for payments with respect to Unassigned Rights) and all transfers related to the Series 2012A Bonds from the Rebate Fund, as and when received by the Bond Trustee, shall be deposited into the Revenue Fund and shall be held therein until disbursed as herein provided and such moneys may be used only to (i) pay principal of and interest on the Series 2012A Bonds and (ii) reimburse the Credit Facility Provider with respect to amounts drawn under the Credit Facility for such purposes. Pursuant to the assignment and pledge of payments upon the Series 2012A Obligation set forth in the granting clauses contained herein, the Authority will direct the Corporation to make payments upon the Series 2012A Obligation directly to the Bond Trustee when and as the same become due and payable under the terms of the Series 2012A Obligation and the Loan Agreement.

If a Credit Facility is then in effect, during a Daily Mode, Weekly Mode and Unit Pricing Mode, all payments on the Eligible Bonds shall be made first from draws on the Credit Facility which shall be deposited directly in the LOC Interest Account of the Interest Fund, the LOC Principal Account of the Bond Sinking Fund or the LOC Redemption Account of the Redemption Fund (each term as hereinafter defined), as the case may be. Principal of, premium, if any, and interest on non-Eligible Bonds may be paid from moneys other than Eligible Moneys. If a Credit Facility is then in effect, the Bond Trustee is hereby instructed to draw amounts under the Credit Facility at such times hereinafter set forth and pursuant to draw requests submitted at such times so as to assure that Eligible Moneys will be available to make when due all payments of principal of and interest on the Eligible Bonds during the Daily Mode, Weekly Mode and Unit Pricing Mode. The foregoing notwithstanding, payments on the Series 2012A Obligation to be applied to pay interest on, principal of or the redemption price of non-Eligible Bonds shall be transferred when received to the Interest Fund, Bond Sinking Fund or Redemption Fund, respectively, provided that no such payments shall be deposited in the LOC Interest Account of the Interest Fund, the LOC Principal Account of the Bond Sinking Fund or the LOC Redemption Account of the Redemption Fund.

Section 403. Interest Fund. The Authority shall establish with the Bond Trustee and maintain so long as any of the Series 2012A Bonds are outstanding a separate account to be known as the “Interest Fund – HSSI 2012A” (the “Interest Fund”). During any period that a Credit Facility is in effect, the Bond Trustee shall also establish and maintain a separate and segregated account in the Interest Fund designated the “LOC Interest Account – HSSI 2012A” (the “LOC Interest Account”). The Interest Fund and the LOC Interest Account shall be Eligible Accounts. Except for income thereon which is to be transferred to other funds under this Bond Indenture or to the Rebate Fund, and except as provided in Section 707, moneys on deposit in the Interest Fund may be used only for the purpose of (i) paying the interest on the Series 2012A Bonds as the same becomes due and payable (including accrued interest on any Series 2012A Bonds purchased or redeemed prior to maturity pursuant to this Bond Indenture), or (ii) reimbursing the Credit Facility Provider with respect to drawings under the Credit Facility for such purposes.

With respect only to Series 2012A Bonds in the Daily Mode, Weekly Mode and Unit Pricing Mode during any period that a Credit Facility is then in effect, the Bond Trustee shall take such actions as are necessary to receive funds under the Credit Facility on each Interest

Payment Date or Redemption Date or upon acceleration in an amount equal to the amount of interest due and payable on the Eligible Bonds on such Interest Payment Date or Redemption Date or upon acceleration. All proceeds of such interest drawings drawn under the Credit Facility received in connection with the scheduled payment of interest on the Series 2012A Bonds, redemption of the Series 2012A Bonds or the acceleration of the Series 2012A Bonds prior to maturity shall be deposited in the LOC Interest Account and shall be held by the Bond Trustee as agent and bailee for the sole benefit and security of the owners of the Series 2012A Bonds and until applied as herein provided.

On or prior to the Business Day next preceding each Interest Payment Date (except with respect to Series 2012A Bonds in the Fixed Rate Mode as described below), the Bond Trustee shall deposit in the Interest Fund from moneys in the Revenue Fund an amount which will be equal to the interest to become due on the Series 2012A Bonds on such Interest Payment Date; provided, however, that no deposit pursuant to this paragraph need be made to the extent that there is a sufficient amount already on deposit in the Interest Fund (other than amounts in the LOC Interest Account) for that purpose. On or before the fourth Business Day next preceding each Interest Payment Date for a Series 2012A Bond bearing interest during the Daily Mode, the Weekly Mode, the R-FLOATs Mode, the Auction Mode and the Index Mode, the Bond Trustee shall notify the Corporation of an amount due pursuant to Section 6.2(i) of the Loan Agreement which amount shall be not less than the amount of interest coming due on such Series 2012A Bond on such Interest Payment Date. At the time of such notice, if the interest rate for all Interest Periods in the Interest Payment Period ending on such Interest Payment Date has not yet been determined, the Bond Trustee shall use an assumed interest rate of 10% per annum for Series 2012A Bonds bearing interest in such a Mode other than the Auction Mode and shall use an assumed interest rate equal to the Maximum Rate for Series 2012A Bonds in the Auction Mode for the number of days during such period that such interest rate is not yet available. If sufficient funds to make the transfers described in this paragraph are not available in the Revenue Fund on the Interest Payment Date, the Bond Trustee shall give Immediate Notice thereof to the Corporation, promptly confirmed in writing.

With respect to Series 2012A Bonds in the Daily Mode, Weekly Mode or Unit Pricing Mode during any period that a Credit Facility is then in effect, payments of interest on the Eligible Bonds (other than interest payable on Series 2012A Bonds to be paid out of the Redemption Fund as described in Section 405 hereof) shall be made, to the extent available, from Eligible Moneys on deposit in the LOC Interest Account of the Interest Fund. Interest on non-Eligible Bonds shall be paid from amounts deposited in the Interest Fund (other than in the LOC Interest Account thereof) which represent payments by the Corporation on the Series 2012A Obligation. Any funds remaining on deposit in the Interest Fund (exclusive of the LOC Interest Account) on any Interest Payment Date during any period that a Credit Facility is then in effect, after payment in full of all interest due on the Series 2012A Bonds on such date, shall be promptly transferred by the Bond Trustee to the Credit Facility Provider, but not in excess of the amount necessary to reimburse the Credit Facility Provider for the interest portion of the draw on the Credit Facility on such date.

With respect to Bonds in the Daily Mode, Weekly Mode and Unit Pricing Mode during any period that a Credit Facility is then in effect, if any draw on the Credit Facility described in the paragraph above has not been honored by the Credit Facility Provider, payments of interest

on the Series 2012A Bonds (other than interest payable on Series 2012A Bonds to be paid out of the Redemption Fund as described in Section 405 hereof) shall be promptly made, to the extent available, from moneys on deposit in the Interest Fund which represent payments by the Corporation on the Series 2012A Obligation.

With respect to Series 2012A Bonds in the Fixed Rate Mode, on or prior to the 25th day of each January and July of each Bond Year, the Bond Trustee shall deposit in the Interest Fund from moneys in the Revenue Fund an amount which, after taking into account the amount, if any, deposited in the Interest Fund representing accrued interest on the Series 2012A Bonds in connection with the issuance or conversion thereof to a Fixed Rate Mode, will be equal to not less than the interest to become due on the Series 2012A Bonds on the next succeeding Interest Payment Date with respect to the Series 2012A Bonds; provided, however, that no deposit pursuant to this paragraph need be made to the extent that there is a sufficient amount already on deposit in the Interest Fund for that purpose. If the 25th day of any January or July is not a Business Day, the deposit herein required to be made shall be made on the next succeeding Business Day. If sufficient funds to make the transfers described in this Section 403 are not available in the Revenue Fund on the 25th day of any January or July, or the next succeeding Business Day as hereinabove provided, as the case may be, the Bond Trustee will give Immediate Notice thereof to the Corporation, promptly confirmed in writing.

In connection with any partial redemption or defeasance prior to maturity of the Series 2012A Bonds, the Bond Trustee may, at the written request of the Corporation, use any amounts on deposit in the Interest Fund in excess of the amount needed to pay the interest on the Series 2012A Bonds remaining outstanding on the first interest payment date occurring on or after the date of such redemption or defeasance to pay the principal of and interest on the Series 2012A Bonds to be redeemed or defeased (or to reimburse the Credit Facility Provider for a draw on the Credit Facility for such purposes).

Section 404. Bond Sinking Fund. The Authority shall establish with the Bond Trustee and maintain so long as any of the Series 2012A Bonds are outstanding a separate account to be known as the “Bond Sinking Fund – HSSI 2012A” (the “Bond Sinking Fund”). During any period that a Credit Facility is in effect, the Bond Trustee shall also establish a separate account within the Bond Sinking Fund to be known as the “LOC Principal Account – HSSI 2012A” (the “LOC Principal Account”). The Bond Sinking Fund and the LOC Principal Account shall be Eligible Accounts. Except for income thereon which is to be transferred to other funds under this Bond Indenture or to the Rebate Fund, and except as hereinafter in Section 707 provided, moneys on deposit in the Bond Sinking Fund may be used only to pay principal of and to mandatorily redeem Series 2012A Bonds or to reimburse the Credit Facility Provider with respect to drawings under the Credit Facility for such purposes.

With respect only to Series 2012A Bonds in the Daily Mode, Weekly Mode and Unit Pricing Mode during any period that a Credit Facility is then in effect, the Bond Trustee shall take such actions as are necessary to receive funds under the Credit Facility on each August 1, commencing August 1, 2022, and on maturity or acceleration of the Series 2012A Bonds in an amount equal to the amount of principal due and payable on such dates on the Eligible Bonds. All proceeds of drafts drawn under the Credit Facility to pay the principal of the Series 2012A Bonds shall be deposited in the LOC Principal Account and shall be held by the Bond Trustee as

agent and bailee for the sole benefit and security of the owners of the Eligible Bonds until applied as provided herein.

On or prior to the last Business Day of July, commencing July, 2022, after making the required deposits into the Interest Fund, the Bond Trustee shall deposit in the Bond Sinking Fund from moneys in the Revenue Fund an amount which is not less than the principal of the Series 2012A Bonds to become due by maturity or mandatory Bond Sinking Fund redemption on the next succeeding August 1. No such deposit need be made, however, to the extent that there is a sufficient amount already on deposit and available for such purpose in the Bond Sinking Fund (other than amounts in the LOC Principal Account) to be applied to such next maturity or mandatory sinking fund redemption payment. If the 25th day of any July is not a Business Day, the deposit herein required to be made shall be made on the next succeeding Business Day. If sufficient funds to make the transfers to the Bond Sinking Fund described in this Section 404 are not available in the Revenue Fund on the 25th day of any July, or the next succeeding Business Day as hereinabove provided, as the case may be, the Bond Trustee will give Immediate Notice thereof to the Corporation, promptly confirmed in writing.

With respect to Series 2012A Bonds in the Daily Mode, Weekly Mode and Unit Pricing Mode during any period that a Credit Facility is then in effect, payments of principal on the Eligible Bonds shall be made, to the extent available, from Eligible Moneys on deposit in the LOC Principal Account. The principal of non-Eligible Bonds shall be paid from amounts deposited in the Bond Sinking Fund (other than in the LOC Principal Account) which represent payments by the Corporation on the Series 2012A Obligation. Any funds remaining on deposit in the Bond Sinking Fund (exclusive of the LOC Principal Account) on such August 1 during any period that a Credit Facility is then in effect, after payment in full of all principal due on the Series 2012A Bonds on such date, shall be promptly transferred by the Bond Trustee to the Credit Facility Provider, but not in excess of the amount necessary to reimburse the Credit Facility Provider for the principal portion of the draw on the Credit Facility on such date.

With respect to Bonds in the Daily Mode, Weekly Mode and Unit Pricing Mode during any period that a Credit Facility is then in effect, if any draw on the Credit Facility described in the paragraph above has not been honored by the Credit Facility Provider, payments of principal on the Bonds shall be promptly paid from amounts deposited in the Bond Sinking Fund (other than in the LOC Principal Account) which represent payments by the Corporation on the Series 2012A Obligation.

Moneys on deposit in the Bond Sinking Fund, other than income earned thereon which is to be transferred to other funds created hereunder or to the Rebate Fund and except as otherwise provided by Section 707 hereof, shall be applied by the Bond Trustee to pay principal on the Series 2012A Bonds as it becomes due and to redeem the Series 2012A Bonds in accordance with the mandatory sinking fund redemption schedule provided for in Section 502 hereof. In lieu of such mandatory sinking fund redemption, the Bond Trustee may, at the request of the Corporation, purchase in the open market an equal principal amount of Series 2012A Bonds of the maturity to be redeemed or paid at prices not exceeding the principal amount of the Series 2012A Bonds being purchased plus accrued interest, with such interest portion of the purchase price to be paid from the Interest Fund and the principal portion of such purchase price to be paid from the Bond Sinking Fund. In addition, the amount of Series 2012A Bonds to be redeemed or

paid on any date pursuant to the mandatory Bond Sinking Fund redemption schedule set forth in Section 502 shall be reduced by the principal amount of Series 2012A Bonds of the maturity required to be redeemed which are acquired by the Corporation or any other Member and delivered to the Bond Trustee for cancellation.

In connection with any partial redemption or defeasance prior to maturity of the Series 2012A Bonds, the Bond Trustee may, at the written request of the Corporation, use any amounts on deposit in the Bond Sinking Fund in excess of the amount needed to pay principal on the Series 2012A Bonds remaining outstanding on the first principal or mandatory sinking fund payment date occurring on or after the date of such redemption or defeasance to pay the principal of and interest on the Series 2012A Bonds to be redeemed or defeased (or to reimburse the Credit Facility Provider for a draw on the Credit Facility for such purposes).

Section 405. Redemption Fund. The Authority shall establish with the Bond Trustee and maintain so long as any of the Series 2012A Bonds are outstanding a separate account to be known as the “Redemption Fund – HSSI 2012A” (the “Redemption Fund”). During any period that a Credit Facility is in effect, the Bond Trustee shall also establish a separate account within the Redemption Fund to be known as the “LOC Redemption Account – HSSI 2012A” (the “LOC Redemption Account”). The Redemption Fund and the LOC Redemption Account shall be Eligible Accounts. In the event of (i) prepayment by or on behalf of the Corporation or any other Member of amounts payable on the Series 2012A Obligation as described in Section 501 hereof, or (ii) deposit with the Bond Trustee by the Corporation or the Authority of moneys from any other source for redeeming Series 2012A Bonds or the purchase of Series 2012A Bonds for cancellation, except as otherwise provided in this Bond Indenture, such moneys shall be deposited in the Redemption Fund. Moneys on deposit in the Redemption Fund shall be used first, to make up any deficiencies existing in the Interest Fund and the Bond Sinking Fund (in the order listed), and second, for the redemption or purchase of Series 2012A Bonds in accordance with the provisions of Article V hereof; provided, however, with respect to Series 2012A Bonds in the Daily Mode, Weekly Mode and Unit Pricing Mode when a Credit Facility is in effect, the Bond Trustee shall redeem the Series 2012A Bonds to be redeemed in accordance with the following paragraph and any funds remaining on deposit in the Redemption Fund (exclusive of the LOC Redemption Account) on any date on which Series 2012A Bonds are redeemed, after payment in full of the redemption price of all Series 2012A Bonds redeemed on such date from amounts on deposit in the LOC Redemption Account of the Redemption Fund, shall be transferred by the Bond Trustee to the Credit Facility Provider, but not in excess of the amount necessary to reimburse the Credit Facility Provider for the draw made on the Credit Facility on such date to pay such redemption price.

The Bond Trustee shall, with respect only to Series 2012A Bonds in the Daily Mode, Weekly Mode and Unit Pricing Mode during any period that a Credit Facility is then in effect which are to be redeemed in accordance with Section 501 hereof, take such actions as are necessary to receive funds under the Credit Facility on each such day in (i) an amount which is equal to the principal amount of the Eligible Bonds to be so redeemed and (ii) an amount equal to the amount of interest due and owing on the Eligible Bonds to be so redeemed to the Redemption Date. Notwithstanding the foregoing, the Bond Trustee need not draw funds under the Credit Facility in order to redeem Series 2012A Bonds in accordance with Section 501(A)(2) hereof, if an unqualified opinion of nationally recognized bankruptcy counsel, which opinion is

acceptable to each Rating Agency then rating the Bonds, is delivered to the Bond Trustee to the effect that the moneys used to redeem the Series 2012A Bonds are Eligible Moneys. All proceeds of drawings under the Credit Facility to make timely redemption payments (including payments of interest accruing on such Series 2012A Bonds to the redemption date) shall be deposited in the LOC Redemption Account and shall be held by the Bond Trustee as agent and bailee for the sole benefit and security of the owners of the Eligible Bonds until applied as provided herein. With respect to Series 2012A Bonds in the Daily Mode, Weekly Mode and Unit Pricing Mode during any period that a Credit Facility is then in effect, payments of the redemption price of Eligible Bonds to be redeemed pursuant to Section 501 hereof (including interest accrued on such Series 2012A Bonds to the redemption date) shall be made, to the extent available, from Eligible Moneys on deposit in the LOC Redemption Account. The redemption price of (a) Series 2012A Bonds in the Index Mode, R-FLOATs Mode, Auction Mode, Term Rate Mode and Fixed Rate Mode, (b) Series 2012A Bonds in the Daily Mode, Weekly Mode and Unit Pricing Mode when no Credit Facility is then in effect and (c) non-Eligible Bonds (including interest accrued on such Series 2012A Bonds to the Redemption Date) shall be paid from amounts deposited in the Redemption Fund (other than the LOC Redemption Account) which represent prepayments by the Corporation on the Series 2012A Obligation.

Section 406. Investment of Funds. (a) Upon a Written Request of the Corporation filed with the Bond Trustee, moneys on deposit in the Revenue Fund, the Interest Fund, the Bond Sinking Fund, , the Redemption Fund and the Expense Fund shall be invested in Qualified Investments; provided, however, that moneys in the LOC Interest Account, LOC Principal Account and LOC Redemption Account may only be invested in United States Government Obligations maturing the lesser of not later than 30 days after the date such investments are made or when needed. If the Corporation fails to give such Written Request to the Bond Trustee, moneys in such funds shall be invested in The Bank of New York Cash Reserve Fund; provided, however, if The Bank of New York Cash Reserve Fund is no longer in existence, moneys in such funds shall be invested in such other fund as designated by the Corporation. As and when any amounts invested pursuant to this Bond Indenture may be needed for disbursements from any such Fund, the Bond Trustee shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such Fund. The Bond Trustee, as authorized in Section 4.3 of the Loan Agreement, may trade with itself in the purchase and sale of securities for such investment; provided, however, that in no case shall any investment be otherwise than in accordance with the investment limitations contained herein and in the Tax Exemption Agreement. The Bond Trustee shall not be liable or responsible for any loss resulting from any such investments. Gains from investments shall be credited to and held in and losses shall be charged to the fund or account from which the investment is made. Although the Authority and the Corporation recognize that they may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Authority and the Corporation agree that confirmations of Qualified Investments are not required to be issued by the Bond Trustee for each month in which a monthly statement is rendered and that no statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

(b) During the period that the Project is being constructed or acquired and until the Project is substantially complete as evidenced by a completion certificate delivered pursuant to Section 302(C) hereof, investment income from the funds specified in subparagraph (a) above in excess of the requirements of such funds shall be deposited into the Project Fund.

(c) Except as provided in subparagraph (b) above, all income (including realized gains) in excess of the requirements of the Funds specified in subsection (a) of this Section derived from the investment of moneys on deposit in any such Fund shall be deposited in the following Funds, in the order listed:

(i) The Bond Sinking Fund to the extent of the amount required to be deposited therein on the next scheduled maturity or mandatory sinking fund redemption date occurring within thirteen months of the date of deposit;

(ii) The Interest Fund up to the amount which the Bond Trustee estimates will be required to be deposited therein on any Interest Payment Date occurring within thirteen months of the date of deposit; and

(iii) The balance, if any, in the Redemption Fund.

Section 407. Trust Funds. All moneys received by the Bond Trustee under any provision hereof shall, except as provided in Section 408 hereof, be held by the Bond Trustee in trust, and such moneys (other than moneys held in the Purchase Fund), shall, while so held, constitute part of the trust estate and be subject to the lien hereof, and shall not be subject to the lien or attachment of any creditor (other than the Bond Trustee in its capacity as Bond Trustee for the benefit of the owners of the Series 2012A Bonds) of the Authority or the Corporation or any other Member.

Section 408. Excluded Funds, Transfers to Rebate Fund. The foregoing provisions of this Article IV notwithstanding, (i) the Rebate Fund shall not be considered a part of the ‘trust estate’ and (ii) the Bond Trustee shall be permitted to transfer moneys on deposit in any of the Funds to the Rebate Fund in accordance with the provisions of the Tax Exemption Agreement.

Section 409. Application of Moneys to Pay Series 2012A Bonds; Draws Under the Credit Facility. The foregoing provisions of this Article IV notwithstanding, during any period that a Credit Facility is then in effect, the Bond Trustee will pay when due the principal of and interest on the Eligible Bonds from the following sources, in the order listed:

(a) Eligible Moneys drawn under the Credit Facility if the Credit Facility is a direct pay letter of credit;

(b) any other Eligible Moneys; and

(c) other moneys paid to the Bond Trustee by any Member of the Obligated Group.

The Bond Trustee shall maintain a record of the total amount from time to time on deposit in all accounts of each of the funds which constitute deposits therein from moneys of the Corporation or any other Member of the Obligated Group and the date of each such deposit; any such amount being hereinafter sometimes referred to as the “Obligated Group Deposit” in the respective funds.

During any period that a Credit Facility is then in effect, the Bond Trustee hereby agrees to take such actions as are necessary to draw moneys under the Credit Facility in accordance

with the terms thereof and the amounts available thereunder to make timely payments of: (a) principal on the Series 2012A Bonds at maturity, upon acceleration or otherwise by depositing in the LOC Principal Account in the Bond Sinking Fund the moneys required by Section 404 hereof; (b) interest on the Series 2012A Bonds at maturity, upon acceleration or otherwise by depositing in the LOC Interest Account in the Interest Fund the moneys required by Section 403 hereof; and (c) the redemption price of Series 2012A Bonds (including interest accruing on such Series 2012A Bonds to the date fixed for redemption) to be redeemed other than at maturity, by depositing in the LOC Redemption Account in the Redemption Fund the moneys required by Section 405 hereof.

In no event shall any moneys other than Eligible Moneys be used with respect to Series 2012A Bonds in the Daily Mode, Weekly Mode or Unit Pricing Mode during any period that a Credit Facility is then in effect to pay the principal of or interest on the Series 2012A Bonds if Eligible Moneys are available for such payment or can be drawn under the Credit Facility and applied to make such payment. If any Substitute Credit Facility is not a direct pay letter of credit, this Bond Indenture shall be amended, pursuant to the provisions of Section 901(g) hereof, so as to assure that such Eligible Moneys will be available if timely payments are made in accordance with the Series 2012A Obligation.

During any period that a Credit Facility is then in effect, if on any Interest Payment Date, Maturity Date, Redemption Date or any other date principal or interest are due and payable on the Series 2012A Bonds (other than a Purchase Date) and there are insufficient funds available in the Interest Fund, the Bond Sinking Fund or the Redemption Fund to make such payments following a default, repudiation or wrongful dishonor by the Credit Facility Provider, the Bond Trustee shall immediately notify the Corporation of any such shortfalls of amounts due on the Series 2012A Bonds and shall use the funds on deposit in the Interest Fund, Bond Sinking Fund and Redemption Fund to make such payments in accordance with Sections 402, 403 and 405 hereof.

During any period that a Credit Facility is then in effect, except for redemptions pursuant to Section 502 hereof, the Bond Trustee hereby agrees that it will not under any circumstance request that the Credit Facility Provider reduce the amount of the Credit Facility except after having received the prior written approval of the Corporation to any such request for reduction.

ARTICLE V

REDEMPTION AND TENDER OF SERIES 2012A BONDS

Section 501. Optional and Extraordinary Optional Redemption of Series 2012A Bonds.

(A) *Optional and Extraordinary Redemption.* Subject to the limitations contained in the Supplemental Bondholder's Agreement, the Series 2012A Bonds are callable for redemption prior to maturity in the event (1) the Corporation shall exercise its option to prepay the Series 2012A Obligation pledged under this Bond Indenture in an amount sufficient to redeem all or a portion of the Series 2012A Bonds then outstanding as described in paragraph (B) below, (2) of damage to or destruction of the Facilities of any Member of the Obligated Group or any part thereof or condemnation or sale consummated under threat of condemnation of the Facilities of a

Member or any part thereof, if the Net Proceeds of insurance or condemnation award or sale received in connection therewith and applied to make prepayments on the Series 2012A Obligation pledged hereunder exceed \$500,000 but only to the extent of the funds provided for in Sections 410, 411 and 412 of the Master Indenture or (3) as a result of entering into or complying with the terms and conditions of the financing represented by the Series 2012A Bonds, any Member of the Obligated Group, in the opinion of Independent Counsel, would be required or any Member of the Obligated Group is ordered by the final legislative, judicial or administrative action (whether or not such Member is or was a party to any such action) of the United States of America, any state or any agency, department or subdivision thereof, to operate its facilities or any part thereof in a manner which the Board of Directors of such Member determines, in good faith, to be contrary to the Ethical and Religious Directives for Catholic Health Care Services or similar guidelines promulgated by the National Conference of Catholic Bishops or any other organization within the Roman Catholic Church then promulgating the Ethical and Religious Directives for Catholic Health Care Services or similar guidelines.

If called for redemption in the event referred to in (1) above, such Series 2012A Bonds shall be subject to redemption, in whole or in part (in any Authorized Denomination), and if in part by maturities and interest rates designated by the Corporation (less than all of a single maturity and interest rate to be selected by lot, in such manner as may be designated by the Bond Trustee), at the times and in the manner and with the same premium set forth in Section 501(B) hereof as if such Series 2012A Bonds were being redeemed at the option of the Authority. During any period that a Credit Facility is then in effect, before calling Series 2012A Bonds for redemption in the events referred to in (1) above, (a) the Bond Trustee shall obtain the prior written consent of the Credit Facility Provider if the Series 2012A Bonds are to be so redeemed with moneys drawn under the Credit Facility, or (b) moneys shall be deposited with the Bond Trustee to immediately reimburse the Credit Facility Provider for a draw on the Credit Facility, or (c) Eligible Moneys shall be on deposit in the Redemption Fund if the Eligible Bonds are not to be redeemed with moneys drawn under the Credit Facility. During any period that a Credit Facility is then in effect, if the Credit Facility Provider gives its prior written consent and Series 2012A Bonds are to be so redeemed with moneys drawn under the Credit Facility, the Bond Trustee shall take such actions as are necessary to (a) draw on the Business Day prior to each day Series 2012A Bonds are to be optionally redeemed, sufficient amounts under the Credit Facility to pay principal of and interest on the Eligible Bonds to be so redeemed, which moneys shall be deposited in the LOC Redemption Account and (b) transfer to the Credit Facility Provider on the Redemption Date amounts on deposit in the Redemption Fund (other than the LOC Redemption Account maintained therein), but not in excess of the amount equal to the principal amount of Eligible Bonds to be so redeemed together with the interest accrued on such Series 2012A Bonds to be redeemed to the Redemption Date, as repayment to the Credit Facility Provider of amounts drawn by the Bond Trustee under the Credit Facility for such redemption.

If called for redemption in the events referred to in (2) above, such Series 2012A Bonds shall be subject to redemption by the Authority at the direction of the Corporation in whole or in part at any time and if in part by maturities and interest rates or portions thereof designated by the Corporation or, if not so designated, in inverse order of maturity (less than all of a maturity and interest rate to be selected randomly by lot using such method as may be designated by the Bond Trustee) at the principal amount thereof to be redeemed plus accrued and unpaid interest to

the redemption date and without premium; provided, however, that in no event shall the principal amount of Series 2012A Bonds so redeemed exceed the amount of such Net Proceeds.

If called for redemption in the events referred to in (3) above, the Series 2012A Bonds shall be subject to redemption by the Authority at any time, in whole, at the principal amount thereof to be redeemed plus accrued and unpaid interest to the redemption date and without premium.

If the Series 2012A Bonds are called for redemption in the events referred to in (2) or (3) above during any period that a Credit Facility is then in effect, the Bond Trustee shall (a) notify the Credit Facility Provider by notice by Electronic Means of such redemption simultaneously with the notice given by the Bond Trustee to the Bondholders, (b) take such actions as are necessary to receive under the Credit Facility on each day Series 2012A Bonds are to be optionally redeemed sufficient moneys to redeem the Eligible Bonds so called for redemption on such Redemption Date, including principal and interest, which moneys shall be deposited in the LOC Redemption Account, (c) transfer to the Credit Facility Provider from the Redemption Fund (other than the LOC Redemption Account maintained therein) on the Redemption Date moneys or the net proceeds of insurance, condemnation or sale, as applicable, in an amount equal to the principal amount of Eligible Bonds to be redeemed as repayment to the Credit Facility Provider of amounts drawn by the Bond Trustee under the Credit Facility for said redemption, (d) transfer to Bondholders an amount equal to the redemption price of any non-Eligible Bonds to be redeemed on such date and (e) receive written confirmation from the Credit Facility Provider of the receipt by it of the transfer referred to in subsection (c) above. Notwithstanding the foregoing, the Bond Trustee need not draw funds under the Credit Facility in order to optionally redeem Series 2012A Bonds in accordance with Section 501(A)(2) hereof, if an unqualified opinion of nationally recognized bankruptcy counsel, which opinion is acceptable to each Rating Agency then rating the Bonds, is delivered to the Bond Trustee to the effect that the moneys used to redeem the Series 2012A Bonds are Eligible Moneys.

Notwithstanding the foregoing, Liquidity Facility Bonds (except for any Series 2012A Bonds owned or held on behalf of any Corporation or any affiliate of the Corporation as Liquidity Facility Provider) shall be redeemed prior to any other Series 2012A Bonds.

(B) *Terms of Redemption.*

(1) *Optional Redemption of Series 2012A Bonds in the Index Mode.* Series 2012A Bonds in the Index Mode are subject to optional redemption prior to their Maturity Date, by the Authority at the direction of the Corporation, in whole or in part on any date (and in any Authorized Denomination) on and after the Earliest Redemption Date which is specified for such Index Bond as provided in Section 207 hereof or Section 1.2(e) of *Exhibit C* hereto at a Redemption Price equal to the principal amount of Series 2012A Bonds called for optional redemption, without premium, together with accrued interest, if any, to the redemption date subject to the limitations set forth in the Supplemental Bondholder's Agreement.

(2) *Optional Redemption of Series 2012A Bonds in the Unit Pricing Mode.* Series 2012A Bonds in the Unit Pricing Mode are subject to optional redemption prior to

the Maturity Date, by the Authority at the direction of the Corporation in whole or in part on their respective Purchase Dates (and in any Authorized Denomination) at a redemption price equal to the principal amount of Bonds called for optional redemption, without premium, together with accrued interest, if any, to the redemption date. Series 2012A Bonds in the Unit Pricing Mode are not subject to optional redemption on a date other than their respective Purchase Dates.

(3) *Optional Redemption of Series 2012A Bonds in the Daily Mode, the Weekly Mode or the R-FLOATs Mode.* Series 2012A Bonds in the Daily Mode, the Weekly Mode or the R-FLOATs Mode are subject to optional redemption prior to the Maturity Date, by the Authority at the direction of the Corporation, in whole or in part on any Interest Payment Date (and in any Authorized Denomination) at a Redemption Price equal to 100% of the principal amount of Series 2012A Bonds called for optional redemption, without premium, together with accrued interest, if any, from the end of the preceding Interest Period to the redemption date.

(4) *Optional Redemption of Series 2012A Bonds in the Term Rate Mode or the Fixed Rate Mode.*

(a) Series 2012A Bonds in a Term Rate Mode are subject to redemption prior to the Maturity Date, by the Authority at the direction of the Corporation, in whole or in part on their Purchase Date (and in any Authorized Denomination) at a Redemption Price equal to the principal amount of Series 2012A Bonds called for redemption, without premium, together with accrued interest, if any, to the redemption date.

(b) Series 2012A Bonds in the Term Rate Mode or Fixed Rate Mode are subject to redemption in whole by the Authority at the direction of the Corporation on any date or in part on any Interest Payment Date (and if in part, in such order of maturity as the Corporation shall specify and within a maturity and interest rate by lot or by such other method as the Bond Trustee determines to be fair and reasonable and in Authorized Denominations) at the Redemption Prices set forth below, together with accrued interest, if any, to the Redemption Date:

LENGTH OF INTEREST PERIOD	COMMENCEMENT OF REDEMPTION PERIOD	REDEMPTION PRICE
Greater than or equal to 15 years	Tenth anniversary of the commencement of Interest Period	100% or such alternate redemption price up to a maximum of 101% ("Alternate Redemption Price"), provided that a Favorable Opinion of Bond Counsel is delivered with respect to the establishment of such Alternate Redemption Price

LENGTH OF INTEREST PERIOD	COMMENCEMENT OF REDEMPTION PERIOD	REDEMPTION PRICE
Less than 15 years and greater than or equal to 10 years	Seventh anniversary of the commencement of Interest Period	100% or such alternate redemption price up to a maximum of 101% ("Alternate Redemption Price"), provided that a Favorable Opinion of Bond Counsel is delivered with respect to the establishment of such Alternate Redemption Price
Less than 10 years and greater than or equal to 5 years	Third anniversary of the commencement of Interest Period	100% or such alternate redemption price up to a maximum of 101% ("Alternate Redemption Price"), provided that a Favorable Opinion of Bond Counsel is delivered with respect to the establishment of such Alternate Redemption Price
Less than 5 years	Series 2012A Bonds not subject to optional redemption pursuant to this subparagraph (b)	

The Authority, with the consent of the Corporation, in connection with a conversion to a Term Rate Mode or Fixed Rate Mode, may waive or otherwise alter its rights to direct the redemption of the Series 2012A Bonds at any time without premium; provided that notice describing the waiver or alteration shall be submitted to the Paying Agent (if any), the Bond Trustee and the Remarketing Agent (if any), together with a Favorable Opinion of Bond Counsel, addressed to them.

(5) *Optional Redemption In Connection with Change in Use.* Series 2012A Bonds in a Term Rate Mode or a Fixed Rate Mode are also subject to redemption prior to their maturity, as a whole or in part, by the Authority at the direction of the Corporation on the earliest practicable date in the event that (i) the Governing Body of the Corporation determines in good faith that continued operation of the Bond Financed Property (or portions thereof) is not financially feasible or is otherwise disadvantageous to the Corporation; (ii) as a result thereof, the Corporation sells, leases or otherwise disposes of all or a portion of the Bond Financed Property to a person or entity unrelated to the Corporation; and (iii) there is delivered to the Authority and the Bond Trustee a written statement of Bond Counsel to the effect that, unless the Series 2012A Bonds in a Term Rate Mode or a Fixed Rate Mode are redeemed or retired in the amount specified either prior to or concurrently with such sale, lease or other disposition, or on a subsequent date prior to the first date on which the Series 2012A Bonds in a Term Rate Mode or a Fixed Rate Mode are subject to redemption, at the option of the Authority at the direction of the Corporation, such Bond Counsel will be unable, absent payment by the Corporation or the Authority to the Internal Revenue Service, to render an unqualified

opinion that such sale, lease or other disposition of all or a portion of the Bond Financed Property will not adversely affect the validity of any Series 2012A Bonds or any exemption from federal income taxation to which the interest on such Bonds would otherwise be entitled. Any such redemption shall be at a redemption price equal to 101% of the principal amount thereof (plus accrued interest to the Redemption Date).

(6) *Optional Redemption of Series 2012A Bonds in the Auction Mode.* Series 2012A Bonds in the Auction Mode are subject to redemption prior to the Maturity Date, at the option of the Authority with the consent of the Corporation, in whole or in part on any Interest Payment Date, at a Redemption Price equal to the principal amount of the Series 2012A Bonds called for redemption, without premium, together with accrued interest, if any, to the Redemption Date; provided, however, in the event of a partial redemption of the Series 2012A Bonds in an Auction Mode, the aggregate principal amount not so redeemed is an integral multiple of \$25,000 and the aggregate principal amount of Series 2012A Bonds in an Auction Mode which will remain outstanding is at least \$10,000,000 unless consented to by all Broker-Dealers.

(7) *Bond Sinking Fund Redemption.* Series 2012A Bonds are redeemable pursuant to the bond sinking fund in the manner provided in Section 502 hereof.

(8) *Mandatory Redemption of Index Bonds and Unremarketed Bonds.* Index Bonds and Unremarketed Bonds are subject to mandatory redemption upon receipt by the Bond Trustee of a written notice from the Purchaser that an event of default has occurred under the Supplemental Bondholder's Agreement. Such Index Bonds and Unremarketed Bonds shall be redeemed at the time or times set forth in such notice at a redemption price equal to 100% of the principal amount of the Index Bonds or Unremarketed Bonds to be redeemed plus accrued interest, if any, to the redemption date. The Index Bonds or Unremarketed Bonds shall be redeemed by the Bond Trustee pursuant to the provisions of this subsection without any notice from or direction by the Authority or the Corporation.

(9) *Minimum Redemption Amount.* No redemption (other than a redemption under Section 501(B)(7) hereof) of less than all of the Series 2012A Bonds at the time outstanding shall be made pursuant to the provisions of Section 501 unless the Series 2012A Bonds are redeemed in Authorized Denominations.

(C) *Notice to Bond Trustee.* Except as otherwise set forth in Section 501(B)(9) hereof, Series 2012A Bonds may be called for redemption by the Bond Trustee pursuant to this Section 501 upon receipt by the Bond Trustee of a Written Request of the Corporation or the Purchaser, as applicable, requesting such redemption prior to the conversion of the Series 2012A Bonds to the Fixed Rate Mode, at least 20 days prior to the Redemption Date (which requirement shall be reduced to one day if only Liquidity Facility Bonds are to be redeemed) and, after the conversion of the Series 2012A Bonds to the Fixed Rate Mode, at least 35 days prior to the Redemption Date. Such Written Request shall specify the principal amount of the Series 2012A Bonds to be called for redemption, the applicable Redemption Price or Prices and the provision or provisions above specified pursuant to which such Series 2012A Bonds are to be called for redemption.

(D) *Purchase in Lieu of Redemption.* In lieu of redeeming Series 2012A Bonds pursuant to this Section 501, the Bond Trustee may, at the request of the Corporation with the prior written consent of the Credit Facility Provider, use such funds otherwise available hereunder for redemption of Series 2012A Bonds to purchase Series 2012A Bonds in the open market for cancellation at a price not exceeding the Redemption Price then applicable hereunder. In the case of any optional or extraordinary redemption or any purchase and cancellation of term Series 2012A Bonds, the Bond Trustee shall apply as a credit against the required Bond Sinking Fund deposits the amount of such term Series 2012A Bonds in such order as the Corporation elects in writing prior to such optional or extraordinary redemption or purchase and cancellation or, if no election is made, in the inverse order thereof. The Bond Trustee shall cancel all such Series 2012A Bonds purchased pursuant to this Section 501(D).

(E) *Optional Purchase of the Series 2012A Bonds.* The Authority and, by their acceptance of the Series 2012A Bonds, the holders, irrevocably grant to the Corporation and any assigns of the Corporation with respect to this right, the option to purchase, at any time and from time to time, any Series 2012A Bond which is redeemable pursuant to Section 501(A)(1) at a purchase price equal to the Redemption Price therefor. To exercise such option, the Corporation shall give the Bond Trustee a Written Request exercising such option within the time period specified in Section 501(C) hereof as though such Written Request were a written request of the Authority for redemption, and the Bond Trustee shall thereupon give the holders of the Series 2012A Bonds to be purchased notice of such purchase in the manner specified in Section 503 hereof as though such purchase were a redemption and the purchase of such Series 2012A Bonds. Any such purchase shall be mandatory and enforceable against the holders and the holders will not have the right to retain their Series 2012A Bonds. On the date fixed for purchase pursuant to any exercise of such option, the Corporation shall pay or cause to be paid the purchase price of the Series 2012A Bonds then being purchased to the Bond Trustee in immediately available funds, and the Bond Trustee shall pay the same to the sellers of such Series 2012A Bonds against delivery thereof. Following such purchase, the Bond Trustee shall cause such Series 2012A Bonds to be registered in the name of the Corporation or its nominee and shall deliver them to the Corporation or its nominee or as otherwise directed by the Corporation. In the case of the purchase of less than all of the Series 2012A Bonds, the particular Series 2012A Bonds to be purchased shall be selected in accordance with Section 501(A) hereof. No purchase of the Series 2012A Bonds pursuant to this Section 501(E) shall operate to extinguish the indebtedness of the Authority evidenced thereby. Notwithstanding the foregoing, no purchase shall be made pursuant to this Section 501(E) unless the Corporation shall have delivered concurrently therewith (i) to the Bond Trustee, if the Series 2012A Bonds are in a Daily, Weekly or Unit Pricing Mode and a Credit Facility is in effect, Eligible Moneys shall be used to pay the purchase price, (ii) a Favorable Opinion of Bond Counsel with respect to such purchase and (iii) to the Bond Trustee and the Authority, the prior written consent of the Credit Facility Provider, if any, to a draw on the Credit Facility to pay the purchase price if the purchase price is to be paid with a draw on the Credit Facility.

Section 502. Bond Sinking Fund Redemption of Series 2012A Bonds. (A) If the Maximum Principal Amount of the Series 2012A Bonds are issued, with respect to the payment of Series 2012A Bonds by maturity or mandatory redemption through the Bond Sinking Fund, the Authority (to the extent funds are available through the Revenue Fund) shall have moneys on

deposit in the Bond Sinking Fund and shall redeem Series 2012A Bonds in the amounts, and at the times, respectively, or as follows (the “Original Amortization Schedule”):

August 1 of the Year	Principal Amount
2022	\$5,365,000
2023	5,515,000
2024	1,155,000
2025	1,195,000
2026	1,220,000
2027	1,255,000
2028	6,785,000
2029	6,970,000
2030	7,175,000
2031	7,365,000
2032	7,580,000
2033	7,795,000
2034	8,010,000
2035	8,235,000
2036	8,470,000
2037	8,715,000
2038	8,950,000
2039	9,200,000
2040*	9,460,000

* Maturity

The amounts referred to in this Section 502 shall be reduced: (i) by the amount of Series 2012A Bonds acquired and delivered in accordance with Section 404 hereof in satisfaction of such Bond Sinking Fund requirements; (ii) in connection with a partial redemption of Series 2012A Bonds if the Corporation elects to reduce mandatory Bond Sinking Fund redemptions for the Series 2012A Bonds in the manner provided in Section 501(D) hereto; and (iii) in the manner provided in Section 6.7 of the Loan Agreement if the Maximum Principal Amount of the Series 2012A Bonds are not issued. Moneys on deposit in the Bond Sinking Fund on August 1, 2022 through August 1, 2039 shall be applied to the payment of the Series 2012A Bonds maturing August 1, 2040 by lot upon the notice and in the manner as provided in this Article V; and moneys on deposit in the Bond Sinking Fund on August 1, 2040 shall be applied to the payment of the Series 2012A Bonds maturing on that date, in each case upon the notice and in the manner hereinafter provided in this Article V. Payment or redemption of the Series 2012A Bonds through the Bond Sinking Fund shall be without premium. The Series 2012A Bonds shall be redeemed by the Bond Trustee pursuant to the provisions of this paragraph without any notice from or direction by the Authority or the Corporation.

Notwithstanding the foregoing, when any Series 2012A Bonds are to be redeemed from mandatory Bond Sinking Fund payments as described above, if such August 1 is not an Interest Payment Date, such mandatory Bond Sinking Fund redemption shall occur on the Interest Payment Date immediately preceding such August 1; provided, however that Series 2012A

Bonds in a Flexible Auction Period may be redeemed prior to the end of the Flexible Auction Period pursuant to the schedule above.

(B) Prior to each conversion of any of the Series 2012A Bonds to a Fixed Rate pursuant to Sections 209 and 212 hereof, and no later than the Rate Determination Date, the Remarketing Agent shall, with the prior written consent of the Credit Facility Provider, if any, deliver to the Bond Trustee, the Authority and the Corporation a certificate which includes (i) a schedule specifying the principal amount of converted Series 2012A Bonds of each maturity which will mature on August 1 of the years specified in such schedule and the interest rate payable on the converted Series 2012A Bonds of each such maturity and (ii) a schedule specifying the principal amount of converted Series 2012A Bonds maturing August 1 of the years specified in such schedule to be called for mandatory Bond Sinking Fund redemption on August 1 of the years specified in such schedule. In determining the principal maturities, mandatory Bond Sinking Fund redemption payments and interest rates for converted Series 2012A Bonds, the Remarketing Agent shall use the following guidelines:

(a) The Remarketing Agent shall allocate the converted Series 2012A Bonds between serial bonds and term bonds in such manner as, in its judgment, taking into account the interest rates and prices at which it anticipates it will be able to remarket the converted Series 2012A Bonds, shall produce the lowest reasonably available weighted average interest cost (taking into account any premium or discount) with respect to the converted Series 2012A Bonds; and

(c) The Remarketing Agent shall set the interest rate on each converted Series 2012A Bond of a particular maturity at such rate as will in its judgment, taking into account the interest rates set on all maturities of the Series 2012A Bonds being remarketed and the maturity of such Series 2012A Bond and the Bond Sinking Fund payments, if any, to be made with respect to converted Series 2012A Bonds of such maturity, result in such Series 2012A Bonds being remarketed with the lowest reasonably available weighted average interest cost (taking into account any premium or discount) on the Fixed Rate Conversion Date.

The foregoing notwithstanding, the Authority at the direction of the Corporation, with the consent of the Credit Facility Provider, may agree to another method for providing for payment of principal on the Series 2012A Bonds after the Mode Change Date if there is delivered to the Bond Trustee, and the Authority by the Corporation a Favorable Opinion of Bond Counsel to the effect that utilization of such other method will not adversely affect the validity or enforceability in accordance with their terms of any Series 2012A Bonds or any exemption from federal income taxation to which the interest on the Series 2012A Bonds would otherwise be entitled.

(C) *Mandatory Redemption of Liquidity Facility Bonds.* Any Series 2012A Bonds which are Liquidity Facility Bonds are subject to redemption in whole or in part (in an Authorized Denomination) prior to maturity as required by the terms of the Liquidity Facility then in effect out of amounts required to be prepaid on the Series 2012A Obligation and deposited in the Redemption Fund, in whole or in part (and if in part, in an Authorized Denomination) on any Business Day while such Series 2012A Bonds are Liquidity Facility Bonds at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest, if any, to the Redemption Date.

Section 503. Notice of Redemption. (a) Notice of the call for any redemption of Series 2012A Bonds shall state the following: (1) the name of the Series 2012A Bonds, (2) the CUSIP number and bond certificate number of the Series 2012A Bonds to be redeemed, (3) the interest rate and maturity date of the Series 2012A Bonds to be redeemed, (4) the date of the redemption notice, (5) the Redemption Date, (6) the redemption price and (7) the address and telephone number of the Principal Office of the Bond Trustee. Such notice shall further state that on the Redemption Date for such Series 2012A Bonds there shall become due and payable upon each Series 2012A Bond to be redeemed the Redemption Price thereof, or the redemption price of the specified portion of the principal amount thereof in the case of a Series 2012A Bond to be redeemed in part only, with interest accrued and unpaid to such date, and that from and after such date, interest thereon shall cease to accrue and be payable.

(b) If any Series 2012A Bonds in the Auction Mode (other than Series 2012A Bonds in a Flexible Auction Period with a duration of more than 60 days) are to be redeemed and such Series 2012A Bonds are held by a Securities Depository, notice of such redemption shall be given no later than three Business Days after the Auction Date immediately preceding such redemption date. In addition to the information that shall be included in the notice of the call for redemption included in the first paragraph of this Section 503, each notice of the call for redemption of any Series 2012A Bonds in the Auction Mode delivered to the Securities Depository shall include (i) a date placed under an item entitled “Publication Date for Securities Depository Purposes” and such date shall be three Business Days after the Auction Date immediately preceding such redemption date and (ii) an instruction to the Securities Depository to (x) determine on such Publication Date after the Auction held on the immediately preceding Auction Date has settled, the Securities Depository Participants whose Securities Depository positions shall be redeemed and the principal amount of such Series 2012A Bonds to be redeemed from each such position (the “Securities Depository Redemption Information”), and (y) notify the Bond Trustee immediately after such determination of (1) the positions of the Securities Depository Participants in such Auction Bonds immediately prior to such Auction settlement, (2) the position of the Securities Depository Participants in such Series 2012A Bonds immediately following such Auction settlement, and (3) the Securities Depository Redemption Information. Immediately upon receipt of the notice referred to in (y) of the preceding sentence, the Bond Trustee shall send a copy of such notice to the Auction Agent.

(c) For Series 2012A Bonds in a Mode other than an Auction Mode and Series 2012A Bonds in a Flexible Auction Period of greater than 60 days, redemption notice shall be given by mailing a copy of such notice of redemption by first class mail, postage prepaid, to the Authority, the Liquidity Facility Provider (if any), the Credit Facility Provider (if any), the Rating Agencies then rating the Series 2012A Bonds, and the registered owners of the Series 2012A Bonds to be redeemed at the address shown on the Bond Register not less than 15 days nor more than 60 days prior to the Redemption Date; provided, however, that failure to give such notice by mailing or a defect in the notice or the mailing as to any Series 2012A Bond will not affect the validity of any proceedings for redemption as to any other Series 2012A Bond with respect to which notice was properly given; and provided, further, that if only Liquidity Facility Bonds are to be redeemed, the Bond Trustee shall give the Liquidity Facility Provider and the registered owners thereof Immediate Notice not less than one day prior to the Redemption Date. In addition, so long as the ownership of the Series 2012A Bonds is maintained in book-entry form by the Securities Depository, in the event of any redemption of the Series 2012A Bonds or

an advance refunding of part of the outstanding Series 2012A Bonds, the Bond Trustee shall send to the Securities Depository a notice specifying: (i) the amount of the redemption or refunding, (ii) in the case of a refunding, the maturity date(s) established under the refunding and (iii) the date such notice is to be mailed to beneficial owners of the Series 2012A Bonds (the “Notice Date”). Such notice shall be sent to the Securities Depository by a secure means (e.g., legible telecopy, registered or certified mail, overnight delivery) in a timely manner designed to assure that such notice is in the Securities Depository’s possession no later than the close of business on the Business Day prior to the Notice Date; provided that such receipt by such time is not a condition precedent to such redemption. The Bond Trustee shall forward such notice either in a separate secure transmission for each CUSIP number or in a secure transmission for multiple CUSIP numbers (if applicable) which includes a manifest or list of each CUSIP submitted in that transmission. The Bond Trustee shall have a method to verify subsequently the use of such means and the timeliness of such notice.

(d) Except for a mandatory Bond Sinking Fund redemption or mandatory redemption of Liquidity Facility Bonds pursuant to Section 502, prior to the date that the redemption notice is first mailed as aforesaid, funds shall be placed with the Bond Trustee to pay the principal of such Series 2012A Bonds, the accrued and unpaid interest thereon to the Redemption Date and the premium, if any, thereon or such notice of redemption shall state that any redemption is conditional on such funds (which shall be Eligible Moneys if the Series 2012A Bonds are in a Mode in which a Liquidity Facility is required) being deposited with the Bond Trustee on the redemption date and that failure to make such a deposit shall not constitute an event of default hereunder. If such moneys shall not have been so received, the notice shall be of no force and effect, the Series 2012A Bonds shall not be redeemed pursuant thereto and the Bond Trustee shall give notice, in the same manner in which such notice of redemption was given, that such funds were not received. Upon the happening of the above conditions and the deposit of funds as aforesaid, the Series 2012A Bonds, or portions thereof, thus called for redemption shall not bear interest after the applicable Redemption Date, shall no longer be protected by this Bond Indenture and shall not be deemed to be outstanding under the provisions of this Bond Indenture. The Bond Trustee shall redeem or purchase, in the manner provided in this Article V, such an aggregate principal amount of Series 2012A Bonds at the principal amount thereof plus accrued interest to the Redemption Date and premium, if any, as will exhaust as nearly as practicable such funds.

Section 504. Optional Tenders of Series 2012A Bonds in the Daily Mode, the Weekly Mode, the R-FLOATs Mode or the Index Mode. The holders of Eligible Bonds in a Daily Mode, a Weekly Mode, an R-FLOATs Mode or an Index Mode may elect to have their Series 2012A Bonds (or portions of those Series 2012A Bonds in amounts equal to integral multiples of the lowest then applicable Authorized Denomination) purchased on any Business Day (except in the case of Series 2012A Bonds in an R-FLOATs Mode, which shall be purchased on the Business Day immediately following the Rate Determination Date as described below) at a price equal to the Purchase Price,

(i) in the case of Series 2012A Bonds in the Daily Mode, upon delivery of an irrevocable telephonic notice of tender to the Remarketing Agent and the Tender Agent, promptly confirmed in writing to the Tender Agent, not later than 10:15 a.m. New York City time on the Purchase Date specified by the holder;

(ii) in the case of Series 2012A Bonds in the Weekly Mode, upon delivery of an irrevocable written notice of tender or irrevocable telephonic notice of tender to the Remarketing Agent and the Tender Agent, promptly confirmed in writing to the Tender Agent, not later than 4:00 p.m. New York City time on a Business Day not less than 7 days before the Purchase Date specified by the holder in such notice;

(iii) in the case of Series 2012A Bonds in the R-FLOATs Weekly Mode, upon delivery of an irrevocable written notice of tender or irrevocable telephonic notice of tender to the Remarketing Agent and the Tender Agent, promptly confirmed in writing to the Tender Agent, not later than 4:00 p.m. New York City time on the Business Day prior to the Rate Determination Date (such Series 2012A Bond to be purchased on the Business Day immediately following the Rate Determination Date);

(iv) in the case of Series 2012A Bonds in the R-FLOATs Monthly Mode, upon delivery of an irrevocable written notice of tender or irrevocable telephonic notice of tender to the Remarketing Agent and the Tender Agent, promptly confirmed in writing to the Tender Agent, not later than 4:00 p.m. New York City time on the Business Day prior to the Rate Determination Date (such Series 2012A Bond to be purchased on the Business Day immediately following such Rate Determination Date); and

(v) in the case of Index Bonds, if an event of default has occurred and is continuing under the Supplemental Bondholder's Agreement, upon delivery of an irrevocable written notice of tender or irrevocable telephonic notice of tender to the Remarketing Agent, if any, the Bond Trustee and the Tender Agent, promptly confirmed in writing (which may be by Electronic Means) to the Tender Agent, not later than 5:00 p.m. on a Business Day not less than seven (7) days before the Purchase Date specified by the holder in such notice.

Such notices of tender shall state the CUSIP number (if any), Bond number (if the Series 2012A Bonds are not registered in the name of the Securities Depository), the principal amount of such Series 2012A Bond and that such Series 2012A Bond shall be purchased on the Purchase Date specified above. In addition, if delivered during an Index Rate Period, such notice shall state the event of default under the Supplemental Bondholder's Agreement to which it relates. Payment of the Purchase Price shall be made pursuant to this Section 504 only if the Series 2012A Bond so delivered to the Tender Agent conforms in all respects to the description thereof in the notice described in this Section 504. A holder who gives the notice of tender as set forth above may repurchase the Series 2012A Bonds so tendered on such Purchase Dates if the Remarketing Agent agrees to sell the Series 2012A Bonds so tendered to such holder. If such holder decides to repurchase such Series 2012A Bonds and the Remarketing Agent agrees to sell the specified Series 2012A Bonds to such holder, the delivery requirements set forth in Section 510(D) shall be waived. The Tender Agent may assume that a Series 2012A Bond is an Eligible Bond unless it has actual knowledge to the contrary.

Section 505. Mandatory Purchase at End of Unit Pricing Rate Periods. Each Series 2012A Bond in the Unit Pricing Mode is subject to mandatory purchase on the Purchase Date for the current Interest Period at the Purchase Price. No notice of such mandatory purchase shall be given to the holders. On each Purchase Date for Series 2012A Bonds in the Unit Pricing Mode,

such Series 2012A Bonds shall be deemed to have been tendered for purchase regardless of whether such Series 2012A Bonds are actually so tendered.

Section 506. Mandatory Purchase on Mode Change Date or Election to Set a Special R-FLOATs Rate Period. (A) Series 2012A Bonds to be changed from one Mode to another Mode (other than a change to the Fixed Rate Mode, which Series 2012A Bonds are subject to mandatory purchase pursuant to subsection (B) of this Section 506) or Series 2012A Bonds in an R-FLOATs Mode which are to be changed to a Special R-FLOATs Rate Period of greater than 35 days at the election of the Authority (upon the direction of the Corporation) are subject to mandatory purchase on the Mode Change Date or the effective date of the Special R-FLOATs Rate Period at the Purchase Price as provided in this subsection (A). The Tender Agent shall give Immediate Notice of such mandatory purchase to the holders of the Series 2012A Bonds no less than 4 Business Days (or in the case of a change to the Auction Mode, 7 Business Days) prior to the Mandatory Purchase Date. The notice shall state the Mandatory Purchase Date, the Purchase Price, that interest on such Series 2012A Bonds shall cease to accrue from and after the Mandatory Purchase Date and in the case of a change to the Index Mode, when the Applicable Factor or Factors, the Applicable Spread or Spreads, the Index Bond Default Rate and/or the Index Bond Unremarketed Rate and effective period thereof and the Earliest Redemption Date, if any, will be determined. The failure to give such notice with respect to any Series 2012A Bond shall not affect the validity of the mandatory purchase of any other Series 2012A Bond with respect to which notice was so sent. Any notice sent will be conclusively presumed to have been given, whether or not actually received by any holder.

(B) Series 2012A Bonds to be changed to the Fixed Rate Mode are subject to mandatory purchase on the Mode Change Date at the Purchase Price (subject to the provisions of Section 209 hereof). The Tender Agent shall give notice of such mandatory purchase as part of the notice of change of Mode to be sent to the holders pursuant to Section 212(B)(1)(c). The failure to give such notice with respect to any Series 2012A Bond shall not affect the validity of the mandatory purchase of any other Series 2012A Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any holder.

Section 507. Mandatory Purchase at End of Interest Period for Index Mode and for Term Rate Mode. Series 2012A Bonds in the Index Mode shall be subject to mandatory purchase as set forth in *Exhibit C* hereto. Series 2012A Bonds in the Term Rate Mode are subject to mandatory purchase on the Purchase Date for the current Interest Period at the Purchase Price. The Tender Agent shall give notice of such mandatory purchase by mail to the holders of the Series 2012A Bonds no less than 30 days prior to the Mandatory Purchase Date; provided however, that for any Index Bond with an Interest Period of 40 days or less, the Tender Agent shall provide such notice by mail and under DTC procedures to the Bondholder thereof on the first day of such Interest Period. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on Series 2012A Bonds shall cease to accrue from and after the Mandatory Purchase Date if the Purchase Price is paid on such date. The failure to mail such notice with respect to any Series 2012A Bond shall not affect the validity of the mandatory purchase of any other Series 2012A Bond with respect to which notice was so mailed. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any holder.

Section 508. Mandatory Purchase on Expiration Date, Substitute Liquidity Facility Date, Substitute Credit Facility Date, Bank Default Tender Date and Termination Date. (A) On each Substitute Liquidity Facility Date and Substitute Credit Facility Date, and on the second Business Day preceding each Expiration Date, the Eligible Bonds shall be subject to mandatory purchase on such date at the Purchase Price; provided, however, that the Series 2012A Bonds shall not be subject to mandatory purchase on the Substitute Liquidity Facility Date or Substitute Credit Facility Date or the second Business Day preceding each Expiration Date if on or prior to the 15th day prior to such Expiration Date, Substitute Liquidity Facility Date or Substitute Credit Facility Date, the Corporation has furnished to the Bond Trustee an agreement to extend the Liquidity Facility or Credit Facility, as applicable. The Tender Agent shall give notice of such mandatory purchase by mail to the holders of the Series 2012A Bonds no less than 10 days prior to such Mandatory Purchase Date. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on the Series 2012A Bonds shall cease to accrue from and after the Mandatory Purchase Date. Such notice shall also (i) specify, if applicable, that the Corporation will be the only party obligated to purchase Eligible Bonds upon the Expiration Date and (ii) state, if applicable, the name of the provider of the proposed Substitute Liquidity Facility or Substitute Credit Facility and the terms thereof. The failure to mail such notice with respect to any Series 2012A Bond shall not affect the validity of the mandatory purchase of any other Series 2012A Bond with respect to which notice was so mailed. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any holder.

The Bond Trustee or Tender Agent shall make a demand on the related Liquidity Facility Provider or Credit Facility Provider for payment on the Liquidity Facility or the Credit Facility in an amount necessary to pay the Purchase Price of the Series 2012A Bonds subject to mandatory purchase pursuant to this Subsection, which demand shall be made on the Business Day preceding the Substitute Liquidity Facility Date or Substitute Credit Facility Date or on the third Business Day preceding the Expiration Date, and shall be made in accordance with the provisions and by the times required by the Liquidity Facility, the Credit Facility or Reimbursement Agreement, as applicable.

(B) During any period that a Credit Facility is then in effect, upon receipt by the Bond Trustee of a written notice from the Credit Facility Provider that (i) an event of default has occurred and is continuing under the Reimbursement Agreement or (ii) that the Credit Facility Provider has determined that it will not reinstate the amount available under the Credit Facility for interest payments upon payment of an interest drawing, and directs mandatory tender of the Series 2012A Bonds, all Eligible Bonds shall be purchased on the Bank Default Tender Date designated by the Bond Trustee at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the purchase date. Bondholders may not elect to continue to hold their Series 2012A Bonds after such Bank Default Tender Date. Following receipt of the written notice described above, the Bond Trustee shall give notice by Electronic Means to the owners of all the Series 2012A Bonds entitled to the benefit of the Credit Facility stating (i) the reason for the Bank Default Tender Date, and (ii) that the Eligible Bonds are required to be purchased on a Business Day designated in the notice. The failure to mail such notice with respect to any Series 2012A Bond shall not affect the validity of the mandatory purchase of any other Bond with respect to which notice was so mailed. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any holder.

(C) No later than one Business Day prior to the Termination Date, the Eligible Bonds shall be subject to mandatory purchase at the principal amount thereof, plus accrued interest, if any, with respect thereto to the Termination Date. The Tender Agent shall give notice of such mandatory purchase by mail to the holders of the Series 2012A Bonds as soon as practicable after receipt of notice of termination from the Liquidity Facility Provider. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on Series 2012A Bonds shall cease to accrue from and after the Mandatory Purchase Date. Such notice shall also (i) specify, if applicable, that the Corporation will be the only party obligated to purchase Eligible Bonds after the Termination Date and (ii) state, if applicable, the name of the provider of any proposed Substitute Liquidity Facility and the terms thereof. The failure to mail such notice with respect to any Series 2012A Bond shall not affect the validity of the mandatory purchase of any other Bond with respect to which notice was so mailed. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any holder.

(D) The Tender Agent may assume that a Series 2012A Bond is an Eligible Bond unless it has actual knowledge that such Series 2012A Bond is not an Eligible Bond.

Section 509. Remarketing of Series 2012A Bonds; Notices.

(A) *Remarketing of Series 2012A Bonds.* The Remarketing Agent shall use its best efforts to offer for sale and sell:

- (1) all Series 2012A Bonds or portions thereof as to which notice of tender has been given pursuant to Section 504;
- (2) all Series 2012A Bonds required to be purchased pursuant to Sections 505, 506 (other than upon a change to the Auction Mode), 507 and 508; and
- (3) all Liquidity Facility Bonds.

(B) *Notice of Remarketing; Registration Instructions; New Series 2012A Bonds.* On each Purchase Date or Mandatory Purchase Date, as the case may be:

- (1) unless the Remarketing Agent has notified the Tender Agent and the Bond Trustee otherwise, the Remarketing Agent shall give Immediate Notice to the Tender Agent and the Bond Trustee not later than 11:00 a.m., or with respect to Series 2012A Bonds in an R-FLOATs Mode not later than 2:00 p.m., New York City time of the amount of tendered Series 2012A Bonds which were successfully remarketed, the names of the tendering holders and the registration instructions (i.e., the names, addresses and taxpayer identification numbers of the purchasers and the denominations thereof which shall be Authorized Denominations) with respect thereto; and
- (2) the Bond Trustee shall execute new Series 2012A Bonds for the respective purchasers thereof which shall be available for pick-up by the Remarketing Agent pursuant to Section 510(E).

The provisions of this clause (B) shall be subject in all respects to the procedures prescribed by any Securities Depository.

(C) *Transfer of Funds; Draw on Liquidity Facility.* On each Purchase Date or Mandatory Purchase Date, as the case may be:

(1) the Remarketing Agent shall give notice to the Tender Agent and the Bond Trustee of receipt of the Purchase Price of remarketed Series 2012A Bonds by 11:00 a.m. New York City time (or 2:15 p.m. New York City time for Series 2012A Bonds in an R-FLOATs Mode);

(2) the Remarketing Agent shall cause to be paid to the Tender Agent the Purchase Price of the remarketed Series 2012A Bonds by 11:15 a.m. New York City time (or 2:15 p.m. New York City time for Series 2012A Bonds in an R-FLOATs Mode);

(3) except with respect to any Series 2012A Bonds in the R-FLOATs Mode, the Tender Agent shall give notice to the Bond Trustee, the Corporation and, if a Liquidity Facility is then in effect with respect to the Series 2012A Bonds subject to purchase, to the Liquidity Facility Provider (or the Tender Agent shall instruct the Bond Trustee to give notice and the Bond Trustee shall give notice) in accordance with the terms of the Liquidity Facility prior to 11:30 a.m. New York City time (and promptly thereafter, the Tender Agent shall so notify the Securities Depository) of the amount equal to the Purchase Price of all Series 2012A Bonds tendered or deemed tendered less the aggregate amount of remarketing proceeds on hand;

(4) except with respect to any Series 2012A Bonds in the R-FLOATs Mode, if a Liquidity Facility is then in effect with respect to the Series 2012A Bonds subject to purchase, the Tender Agent (or the Bond Trustee if the Bond Trustee is the beneficiary under the Liquidity Facility) shall draw on the Liquidity Facility in accordance with the terms thereof so as to receive thereunder by 2:00 p.m. New York City time on such date an amount, in immediately available funds, sufficient, together with the proceeds of the remarketing of Series 2012A Bonds on such date, to enable the Tender Agent to pay the Purchase Price in connection therewith and shall deposit amount in accordance with Section 510 hereof; and

(5) except with respect to any Series 2012A Bonds in the R-FLOATs Mode, if a Liquidity Facility is not then in effect with respect to the Series 2012A Bonds subject to purchase or if the Liquidity Facility Provider has not paid the full amount required by clause (4) of this subsection (C) at the times required therein, the Corporation has agreed in Section 6.1 of the Loan Agreement to pay to the Tender Agent by 2:00 p.m. New York City time on such date an amount, in immediately available funds, sufficient, together with the proceeds of the remarketing of Series 2012A Bonds on such date, to enable the Tender Agent to pay the Purchase Price in connection therewith.

Section 510. General Provisions Relating to Tenders.

(A) *Purchase Fund.* The Tender Agent shall establish and maintain a special fund designated as the “Purchase Fund,” and within such fund three separate accounts designated, respectively, as the “Liquidity Facility Deposit Account” the “Remarketing Proceeds Account” and the “Corporation’s Account”. The “Liquidity Facility Deposit Account,” the “Remarketing

Proceeds Account” and the “Corporation’s Account” shall be Eligible Accounts. The money in the Purchase Fund shall be held in trust and applied solely as provided in this Section.

The Tender Agent shall deposit all moneys delivered to it pursuant to Section 509(C)(2) hereof for the purchase of Series 2012A Bonds into the Remarketing Proceeds Account and shall hold all such moneys in trust for the exclusive benefit of the Person that shall have so delivered such moneys until the Series 2012A Bonds purchased with such moneys shall have been delivered to it for the account of such Person and, thereafter, for the benefit of the holders tendering such Series 2012A Bonds.

The Tender Agent shall deposit all moneys delivered to it pursuant to Section 509(C)(4) hereof from a payment by or on behalf of the Liquidity Facility Provider for the purchase of Series 2012A Bonds into the Liquidity Facility Deposit Account and shall hold all such moneys in trust for the exclusive benefit of the Liquidity Facility Provider until the Series 2012A Bonds purchased with such moneys shall have been delivered to or for the account of the Liquidity Facility Provider and, after such delivery, the Tender Agent shall hold such funds exclusively for the benefit of the holders tendering such Series 2012A Bonds.

The Tender Agent shall deposit all moneys delivered to it by the Corporation for the purchase of Series 2012A Bonds into the Corporation’s Account.

Moneys in the Purchase Fund shall not be commingled with other funds held by the Tender Agent and shall remain uninvested. Neither the Authority nor the Corporation shall have any right, title or interest in or to any moneys held in the Purchase Fund.

(B) *Payment of Purchase Price.* At or before close of business New York City time on the Purchase Date or Mandatory Purchase Date and upon receipt by the Tender Agent of the aggregate Purchase Price of the tendered Series 2012A Bonds, the Tender Agent shall pay the Purchase Price or Mandatory Purchase Price of such Series 2012A Bonds to the holders by bank wire transfer in immediately available funds. As long as the Series 2012A Bonds are in the R-FLOATs Mode, the only source of funds for the payment of the Purchase Price thereof will be in proceeds of the remarketing, if any, of such Series 2012A Bonds. When the Series 2012A Bonds are in Modes other than the R-FLOATs Mode, the Auction Mode and the Fixed Rate Mode, the Tender Agent will pay the Purchase Price from the Remarketing Proceeds Account to the extent funds are available therein. The Tender Agent shall pay the Purchase Price or Mandatory Purchase Price from the following accounts and in the following order of priority: (1) the Remarketing Proceeds Account to the extent funds are available therein, (2) in the case of Eligible Bonds (other than R-FLOATs), the Liquidity Facility Deposit Account and (3) the Corporation’s Account; provided, however, that the Corporation shall be required to pay the Mandatory Purchase Price of Index Bonds at the end of the initial Index Period by the date that is eighteen months after their Purchase Date and thereafter the Corporation shall be required to pay the Mandatory Purchase Price of Index Bonds on the later of their Purchase Date or the day following the period during which an Index Bond Unremarketed Rate is in effect, with proceeds (if any) of a remarketing or from its own funds and failure to pay such Mandatory Purchase Price shall be an Event of Default under Section 702(c) hereof. From the Purchase Date at the end of the initial Index Period until actual payment, such Index Bonds shall be deemed to be Unremarketed Bonds and shall bear interest as determined pursuant to Section 1.2 of *Exhibit C*

hereof. The Tender Agent may assume that a Series 2012A Bond is an Eligible Bond unless it has actual knowledge to the contrary. If at close of business New York City time on any Purchase Date or Mandatory Purchase Date any balance remains in the Liquidity Facility Deposit Account in excess of any unsatisfied purchase obligation, such excess shall be promptly returned to the Liquidity Facility Provider.

(C) *Inadequate Funds for Tenders.* If the funds available for purchases of Eligible Bonds pursuant to this Article V are inadequate for the purchase of all Series 2012A Bonds tendered on any Purchase Date or Mandatory Purchase Date, the failure to pay the Purchase Price of all tendered Series 2012A Bonds when due and payable shall constitute an Event of Default pursuant to Section 702(c), no purchase shall be consummated and the Tender Agent shall (1) return all tendered Series 2012A Bonds to the holders thereof and such Series 2012A Bonds (except with respect to Index Bonds to which Section 510(B) shall instead apply) shall bear interest at the Maximum Rate from the date of such failed purchase until all such Series 2012A Bonds are purchased as required in accordance with this Bond Indenture or otherwise paid, and (2) return all moneys deposited in the Remarketing Proceeds Account to the Remarketing Agent for return to the Persons providing such moneys; provided, however, that the Corporation shall remain obligated to purchase Index Bonds as provided in Section 510(B) hereof.

(D) *Delivery of Series 2012A Bonds by Tendering Bondholders; Undelivered Series 2012A Bonds Deemed Purchased.* All Series 2012A Bonds to be purchased on any date shall be required to be delivered to the principal office of the Tender Agent at or before 12:00 Noon New York City time (or 1:00 p.m. New York City time in the case of Index Bonds and 3:00 p.m. New York City time in the case of Series 2012A Bonds while in an R-FLOATs Mode) on such Purchase Date or Mandatory Purchase Date. If the holder of any Series 2012A Bond (or portion thereof) that is subject to purchase pursuant to this Article V fails to deliver such Series 2012A Bond to the Tender Agent for purchase on the Purchase Date or Mandatory Purchase Date, and if the Tender Agent is in receipt of the Purchase Price therefor, such Series 2012A Bond (or portion thereof) shall nevertheless be deemed tendered and purchased on the day fixed for purchase thereof and ownership of such Series 2012A Bond (or portion thereof) shall be transferred to the purchaser thereof as provided in subsection (E) below. Any holder who fails to deliver such Series 2012A Bond for purchase shall have no further rights thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Bond to the Tender Agent. The Tender Agent shall, as to any tendered Series 2012A Bonds that have not been delivered to it: (1) promptly notify the Remarketing Agent of such nondelivery; and (2) instruct the Bond Trustee to place a stop transfer against an appropriate amount of Series 2012A Bonds registered in the name of such holder(s) on the bond registration books. The Bond Trustee shall place such stop(s) commencing with the lowest serial number Bond registered in the name of such holder(s) until stop transfers have been placed against an appropriate amount of Series 2012A Bonds which stop transfers shall remain in effect until the appropriate tendered Series 2012A Bonds are delivered to the Tender Agent who shall deliver such Series 2012A Bonds to the Bond Trustee. Upon such delivery, the Bond Trustee shall make any necessary adjustments to the bond registration books.

(E) *Delivery of Series 2012A Bonds to Purchasers.* As long as the Series 2012A Bonds are held under the book-entry system of The Depository Trust Company (“DTC”), all

tenders and deliveries of Series 2012A Bonds will be accomplished under the procedures of DTC. Otherwise, on the Purchase Date or Mandatory Purchase Date, the Tender Agent shall direct the Bond Trustee to execute and deliver all Series 2012A Bonds purchased on any Purchase Date or Mandatory Purchase Date as follows: (1) Series 2012A Bonds purchased and remarketed by the Remarketing Agent shall be registered and made available to the Remarketing Agent by 2:30 p.m. New York City time (or 4:30 p.m. New York City time in the case of Series 2012A Bonds while in an R-FLOATs Mode) in accordance with the instructions of the Remarketing Agent; (2) Series 2012A Bonds purchased with amounts paid by or on behalf of the Liquidity Facility Provider shall be registered in the name of the Liquidity Provider and delivered in certificated form to the Liquidity Facility Provider or held by the Tender Agent as agent for the Liquidity Facility Provider, as directed in writing by the Liquidity Facility Provider on or before 2:30 p.m. New York City time and shall become Liquidity Facility Bonds; and (3) Series 2012A Bonds purchased with amounts paid by or on behalf of the Corporation shall be registered and made available in the name of or as directed in writing by the Corporation on or before 2:30 p.m. New York City time. Notwithstanding the foregoing, the Tender Agent shall not deliver any such Series 2012A Bonds unless it has received notice from the Liquidity Provider (if any) that the amount available for the purchase of Series 2012A Bonds (prior to a conversion to Fixed Rate) is at least equal to the aggregate amount of all Series 2012A Bonds then Outstanding (other than Liquidity Facility Bonds) plus an amount equal to the Required Stated Amount.

(F) *No Purchases or Sales in Certain Circumstances.* Anything in this Bond Indenture to the contrary notwithstanding, if (i) there shall have occurred and be continuing an Event of Default as described in Section 702(a) or (b) or (ii) any conditions set forth in the Remarketing Agreement to the performance of the Remarketing Agent's obligation thereunder to remarket tendered Series 2012A Bonds shall not have been satisfied or waived, then the Remarketing Agent shall not remarket any Series 2012A Bonds.

(G) *No Remarketing to the Authority or the Corporation.* The Remarketing Agent shall not remarket any Series 2012A Bonds to either the Authority, the Corporation, or any affiliate or guarantor of the Corporation; provided, however, that nothing herein shall prevent (a) the Corporation or any affiliate of the Corporation that is then the Liquidity Facility Provider from purchasing and owning Series 2012A Bonds as such Liquidity Facility Provider or (b) the Corporation or any affiliate of the Corporation from purchasing and owning Series 2012A Bonds pursuant to Sections 501(E) or 510(B) hereof.

(H) *Liquidity Facility Bonds.* The Remarketing Agent shall exercise on an ongoing basis its best efforts to remarket Liquidity Facility Bonds at a price equal to 100% of the principal amount thereof to the extent and subject to the conditions set forth herein and in the Remarketing Agreement. By 10:00 a.m. on the Liquidity Facility Bond Sale Date, the Remarketing Agent shall notify the Liquidity Facility Provider, the Corporation and the Bond Trustee of the information set forth in Section 509(B)(1) hereof, and that the Remarketing Agent shall deliver, or cause to be delivered, to the Bond Trustee for deposit in the custody account immediately available funds in an amount equal to the principal amount of such remarketed Liquidity Facility Bonds and the Corporation shall deliver to the Bond Trustee in immediately available funds an amount equal to the accrued interest thereon against receipt of registered Series 2012A Bonds.

In addition to all other requirements to be met before the release of Liquidity Facility Bonds upon remarketing, the Tender Agent shall not release any Liquidity Facility Bonds upon remarketing unless the Tender Agent shall have received (a) if the Series 2012A Bonds have become Liquidity Facility Bonds as a result of a Bank Default Tender Date, a Favorable Opinion of Bond Counsel to the effect that the remarketing of the Liquidity Facility Bonds will not have an adverse effect on any exemption from federal income taxation to which the interest on such Series 2012A Bonds would otherwise be entitled or the validity or enforceability of any Series 2012A Bonds, and (b) if the Series 2012A Bonds are in the Daily Mode, Weekly Mode or Unit Pricing Mode, written notice from the Liquidity Facility Provider that the Liquidity Facility has been reinstated in an amount equal to the principal amount of such remarketed Liquidity Facility Bonds plus the number of days' interest thereon at the Maximum Rate as required to maintain the rating then in effect with respect to the Series 2012A Bonds or, if the Series 2012A Bonds will bear interest at Fixed Rates, a copy of the underwriting agreement with the purchaser of the Series 2012A Bonds.

The Bond Trustee shall take such actions as are necessary to cause the Liquidity Facility Provider to be reflected as the beneficial owner of Liquidity Facility Bonds in the records of DTC, including, if requested by the Liquidity Facility Provider the assignment of separate CUSIP numbers for such Liquidity Facility Bonds, the cost of acquiring any such CUSIP number to be borne by the Corporation.

Upon the creation of any Liquidity Facility Bonds, the Bond Trustee shall establish a separate and segregated account to be designated the "Illinois Finance Authority Revenue Bonds, Series 2012A (Hospital Sisters Services, Inc. – Obligated Group) – Custody Account" (the "Custody Account"). Moneys and Liquidity Facility Bonds (if the Series 2012A Bonds are no longer held in a book-entry system) shall be transferred into the Custody Account in accordance with the terms of this Section 510(H). At the direction of the Liquidity Facility Provider such Liquidity Facility Bonds shall be transferred to the Liquidity Facility Provider. If the Remarketing Agent remarkets any Liquidity Facility Bond and the remarketing proceeds have been delivered to the Bond Trustee, the Bond Trustee shall immediately notify the Liquidity Facility Provider of the receipt of the purchase price for such Liquidity Facility Bond, and upon receipt of such purchase price, such Liquidity Facility Bond shall be considered released from the pledge to such Liquidity Facility Provider; provided that such Liquidity Facility Provider shall first have notified the Bond Trustee in writing that the Liquidity Facility has been adjusted upwards in an amount equal to the principal amount (and related interest) on such Liquidity Facility Bond. The Bond Trustee shall immediately transfer such purchase price to the Liquidity Facility Provider upon receipt thereof to the extent that amounts remain due and owing to the Liquidity Facility Provider under the Reimbursement Agreement, and give all required notices, in accordance with the terms of the Reimbursement Agreement.

To the extent amounts are due and owing to the Liquidity Facility Provider, the proceeds of the remarketing of Liquidity Facility Bonds shall be deposited into the Custody Account and held by the Bond Trustee for the account of, and solely for, the Credit Facility Provider, shall not be commingled with any other moneys held by the Bond Trustee and shall be paid over immediately to the Liquidity Facility Provider.

(I) *R-FLOATs Bonds During Non-Remarketing Period.* The provisions of this Section 510 shall not apply to the Series 2012A Bonds in the R-FLOATs Mode during any Non-Remarketing Period.

Section 511. The Remarketing Agent. (A) During any Mode other than the Auction Mode and the Fixed Rate Mode, a Remarketing Agent shall be appointed by the Corporation, subject to the conditions contained herein, and shall serve as such under the terms and provisions hereof. The Remarketing Agent and each successor Remarketing Agent, if any, including the initial Remarketing Agent, appointed in accordance with this Bond Indenture shall designate its principal office and signify its acceptance of the duties and obligations imposed upon it as described herein by a written instrument of acceptance delivered to the Authority, the Bond Trustee, the Credit Facility Provider (if any), the Tender Agent, and the Corporation, under which the Remarketing Agent (subject to subsection (B) below) will agree particularly:

(1) to hold all moneys delivered to it hereunder for the purchase of Series 2012A Bonds for the exclusive benefit of the Person or Persons that shall have so delivered such moneys until the Series 2012A Bonds purchased with such moneys shall have been delivered to or for the account of such Person or Persons;

(2) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Corporation, the Authority, the Bond Trustee, the Tender Agent, the Liquidity Facility Provider and the Credit Facility Provider at all reasonable times;

(3) to determine the Daily Rate, the Weekly Rate, the R-FLOATs Rate, the Maximum Rate to be in effect during the Special R-FLOATs Rate Period or the Non-Remarketing Period, the Unit Pricing Rate, the Term Rate and the Fixed Rates and give notice of such rates in accordance with Article II hereof;

(4) to use its best efforts to find purchasers for the Series 2012A Bonds tendered for purchase, any such sale to be made at the Purchase Price in accordance with the terms of this Bond Indenture;

(5) except as herein otherwise provided, not to remarket Series 2012A Bonds to the Corporation or any Affiliate or guarantor of the Corporation; and

(6) to deliver to the Tender Agent all Series 2012A Bonds held by it in accordance with the terms of this Bond Indenture and the Remarketing Agreement.

(B) One or more firms may serve as co-Remarketing Agent hereunder provided that each co-Remarketing Agent satisfies the requirements of this Section 511. If co-Remarketing Agents have been appointed and are performing the duties of Remarketing Agent hereunder, all references herein to the Remarketing Agent shall be deemed to refer to all the Remarketing Agents acting jointly; provided that the Remarketing Agreement may provide that one firm may perform certain specified duties hereunder in its sole capacity.

(C) If the Remarketing Agent shall be dissolved, or if the property or affairs of the Remarketing Agent shall be taken under control of any state or federal court or administrative

body because of bankruptcy or insolvency, or for any other reason, and the Corporation shall not have appointed a successor as Remarketing Agent, the Tender Agent shall ipso facto be deemed to be such Remarketing Agent for all purposes of this Bond Indenture until the appointment by the Corporation of a successor Remarketing Agent; provided, however, that the Tender Agent, in its capacity as Remarketing Agent, shall not be required to sell Series 2012A Bonds or determine the interest rate on the Series 2012A Bonds hereunder if the Tender Agent should be prohibited by law from conducting such activities. The Corporation will notify each Rating Agency then rating the Series 2012A Bonds of any successor Remarketing Agent or co-Remarketing Agent.

(D) The Remarketing Agent may in good faith hold the Series 2012A Bonds or any other form of indebtedness issued by the Authority or any security issued by the Corporation; own, accept or negotiate any drafts, bills of exchange, acceptances or obligations thereof; and make disbursements therefor and enter into any commercial or business arrangement therewith; all without any liability on the part of the Remarketing Agent for any real or apparent conflict of interest by reason of any such actions.

Section 512. Qualifications of Remarketing Agent. (A) The Remarketing Agent shall be authorized by law to perform all the duties imposed upon it. The Remarketing Agent may at any time resign and be discharged of the duties and obligations described in this Bond Indenture by giving at least 30 days' notice to the Corporation, the Authority, the Bond Trustee, the Tender Agent, the Liquidity Facility Provider and the Credit Facility Provider or such longer time as may be required by the Remarketing Agreement. Successor Remarketing Agents may be appointed from time to time by the Corporation if not objected to by the Authority and consented to in writing by the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any. The Remarketing Agent may be removed upon 30 days' notice (i) upon the Written Request of the Corporation with the consent of the Credit Facility Provider, or (ii) upon the written direction of the Credit Facility Provider, for cause for failure to perform its obligations under the Remarketing Agreement, and, in each case, upon written notice to the Remarketing Agent, the Authority, the Bond Trustee, the Tender Agent, the Liquidity Facility Provider and the Credit Facility Provider, so long as a successor Remarketing Agent shall have assumed the duties thereof by the effective date of such removal. No removal of the Remarketing Agent shall be permitted until a successor has been appointed in accordance with the provisions hereof.

(B) Notwithstanding any other provision to the contrary contained herein, any corporation or association into which the Remarketing Agent may be converted or merged, or with which it may be consolidated, or to which it may be consolidated, or to which it may sell or transfer its marketing business and assets as a whole or substantially as a whole, shall become successor Remarketing Agent hereunder and fully vested with all of the rights, powers, trusts, duties and obligations of Remarketing Agent hereunder, without the execution or filing of any instrument or any further act.

Section 513. The Tender Agent. (A) The Tender Agent shall be appointed by the Authority and shall serve as such under the terms and provisions hereof. The Tender Agent and each successor Tender Agent appointed in accordance with this Bond Indenture shall designate its principal corporate office and signify its acceptance of the duties and obligations imposed upon it as described herein by a written instrument of acceptance delivered to the Authority, the Bond Trustee and the Corporation under which each Tender Agent will agree, particularly:

(1) to hold all Series 2012A Bonds delivered to it for purchase hereunder in trust for the exclusive benefit of the respective holders that shall have so delivered such Series 2012A Bonds until moneys representing the Purchase Price of such Series 2012A Bonds shall have been delivered to or for the account of or to the order of such holders;

(2) to hold all moneys delivered to it hereunder for the purchase of Series 2012A Bonds in trust for the exclusive benefit of the Person that shall have so delivered such moneys until the Series 2012A Bonds purchased with such moneys shall have been delivered to it for the account of such Person and, thereafter, for the benefit of the holders tendering such Series 2012A Bonds;

(3) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Corporation, the Authority, the Bond Trustee, the Remarketing Agent, the Liquidity Facility Provider and the Credit Facility Provider at all reasonable times; and

(4) for any Series 2012A Bonds in the Unit Pricing Mode, the Tender Agent shall assign such CUSIP numbers to the Series 2012A Bonds on each Rate Determination Date as provided in Section 205.

(B) The Tender Agent is authorized and directed to execute the Liquidity Facility. While a Liquidity Facility is in effect with respect to the Series 2012A Bonds, the Tender Agent shall be the Bond Trustee. The Tender Agent shall be entitled to the protections, indemnities, immunities and limitations from liability afforded the Bond Trustee hereunder in the performance of its duties. The Tender Agent shall not require indemnity as a condition to (i) a draw or claim, as applicable, on a Liquidity Facility or a Credit Facility or (ii) making payments to any holders of Series 2012A Bonds with respect to a mandatory purchase or to effect a mandatory redemption.

Section 514. Qualifications of Tender Agent. (A) The Tender Agent and each successor Tender Agent shall be a commercial bank with trust powers or trust company duly organized under the laws of the United States of America or any state or territory thereof, and authorized by law to perform all duties imposed upon it hereunder. The Tender Agent shall have an office, affiliate office or agency in New York, New York. The Tender Agent may at any time resign and be discharged of its duties and obligations by giving at least 60 days' notice to the Authority, the Bond Trustee, the Remarketing Agent, the Liquidity Facility Provider, the Credit Facility Provider, all holders of Series 2012A Bonds then Outstanding and the Corporation. Any Tender Agent may be removed at any time by the Authority upon Request of the Corporation with the consent of the Credit Facility Provider and notice to the Bond Trustee, the Remarketing Agent, the Liquidity Facility Provider, the Credit Facility Provider and each Rating Agency then rating the Series 2012A Bonds. Any resignation or removal of the Tender Agent and appointment of a successor Tender Agent shall become effective upon acceptance of appointment by the successor Tender Agent. Successor Tender Agents may be appointed from time to time by the Corporation if not objected to by the Authority, the Credit Facility Provider or the Liquidity Facility Provider. The Bond Trustee shall provide notice of such successor Tender Agent to all holders of the Series 2012A Bonds.

(B) Upon the resignation or removal of a Tender Agent, such Tender Agent shall deliver any Series 2012A Bonds, the Liquidity Facility (if the Tender Agent is the beneficiary under the Liquidity Facility) and moneys held by it in such capacity to its successor.

(C) Notwithstanding any other provision to the contrary contained herein, any corporation or association into which the Tender Agent may be converted or merged, or with which it may be consolidated, or to which it may be consolidated, or to which it may sell or transfer its marketing business and assets as a whole or substantially as a whole, shall become successor Tender Agent hereunder and fully vested with all of the rights, powers, trusts, duties and obligations of Tender Agent hereunder, without the execution or filing of any instrument or any further act.

ARTICLE VI

GENERAL COVENANTS

Section 601. Payment of Principal, Premium, if any, Redemption Price and Interest. Subject to the limited source of payment hereinafter referred to, the Authority covenants that it will promptly pay or cause to be paid the principal of, premium, if any, Redemption Price and interest on every Series 2012A Bond issued under this Bond Indenture at the place, on the dates and in the manner provided herein and in said Series 2012A Bonds according to the true intent and meaning thereof. The principal of, and interest, Redemption Price and premium, if any, on the Series 2012A Bonds are payable solely from payments or prepayments by the Corporation upon the Series 2012A Obligation and otherwise as provided herein and in the Series 2012A Obligation and the Loan Agreement, which Series 2012A Obligation and payments are hereby specifically assigned and pledged to the payment of the Series 2012A Bonds in the manner and to the extent herein specified and nothing in the Series 2012A Bonds or in this Bond Indenture shall be considered as assigning or pledging any funds or assets of the Authority (except the moneys, the Series 2012A Obligation and the Loan Agreement (other than Unassigned Rights) pledged under this Bond Indenture).

In connection with the payment of any interest on or principal of the Bonds from any fund or account maintained under this Bond Indenture, the Bond Trustee hereby agrees to file a completed Office of the Comptroller of the State of Illinois Form C-08 (Notice of Payments), or such similar form as the Comptroller shall specify by notice to the Authority (collectively "Form C-08"), with the Office of the Comptroller of the State of Illinois within 15 days following such payment of interest or principal. A copy of such Form C-08 shall also be filed with the Authority. All information included on Form C-08 shall comply with the provisions of § 31.30.20 of the Comptroller's Uniform Statewide Accounting System Manual.

Section 602. Performance of Covenants; Legal Authorization. The Authority covenants that it will faithfully perform on its part at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; provided, however, that except for the matters set forth in any documents hereof relating to payment of the Bonds, the Authority shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the

Corporation or by the Bond Trustee, or shall have received the instrument to be executed and at the option of the Authority shall have received from the party requesting such action or execution assurance satisfactory to the Authority that the Authority shall be reimbursed for its reasonable expenses, including legal counsel fees, incurred or to be incurred in connection with taking such action or executing such instrument. The Authority covenants that it is duly authorized under the Constitution and the laws of the State, including particularly the Act and the Bond Resolution, to issue the Series 2012A Bonds authorized hereby and to execute this Bond Indenture, to grant the security interest herein provided, to assign and pledge the Loan Agreement and the Obligations pledged hereunder (except as otherwise provided herein) and to assign and pledge the amounts hereby assigned and pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Series 2012A Bonds and the execution and delivery of this Bond Indenture has been duly and effectively taken, and that the Series 2012A Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Authority according to the terms thereof and hereof. Anything contained in this Bond Indenture to the contrary notwithstanding, it is hereby understood that none of the covenants of the Authority contained in this Bond Indenture are intended to create a general or primary obligation of the Authority.

Section 603. Ownership; Instruments of Further Assurance. The Authority represents that it lawfully owns the Series 2012A Obligation and that the pledge and assignment thereof and the assignment of the Loan Agreement (other than Unassigned Rights) to the Bond Trustee hereby made are valid and lawful. The Authority covenants that it will defend the title to the Series 2012A Obligation and its interest in the Loan Agreement and the assignment thereof (other than Unassigned Rights) to the Bond Trustee, for the benefit of the owners of the Series 2012A Bonds, against the claims and demands of all Persons whomsoever. The Authority covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Bond Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Bond Trustee the Series 2012A Obligation, the Loan Agreement and all payments thereon and thereunder (except for Unassigned Rights) pledged hereby to the payment of the principal of, and premium, if any, and interest on, the Series 2012A Bonds.

Section 604. Recording and Filing. In order to perfect the security interest of the Bond Trustee in the Trust Estate and to perfect the security interest in the Obligations pledged hereunder, the Authority, to the extent permitted by law, will execute such security agreements or financing statements, naming the Bond Trustee as assignee and pledgee of the Trust Estate assigned and pledged under this Bond Indenture for the payment of the principal of, premium, if any, and interest on the Series 2012A Bonds and as otherwise provided herein, and the Corporation will cause the same to be duly filed and recorded, as the case may be, in the appropriate State and county offices as required by the provisions of the Uniform Commercial Code or other similar law as adopted in the State, as from time to time amended. To continue the security interest evidenced by such security agreements or financing statements, the Bond Trustee or the Corporation, as the case may be, shall file and record or cause to be filed and recorded such necessary continuation statements or supplements thereto and other instruments from time to time as may be required pursuant to the provisions of the said Uniform Commercial Code or other similar law to fully preserve and protect the security interest of the Bond Trustee

in the Trust Estate and to perfect the security interest in the Obligations pledged hereunder. The Authority, to the extent permitted by law, at the expense of the Corporation, shall execute and cause to be executed any and all further instruments, as shall be reasonably required by the Bond Trustee for such protection and perfection of the interests of the Bond Trustee, the registered owners, and the Bond Trustee, the Corporation or its agent, as the case may be, shall file and refile or cause to be filed and refiled such instruments which shall be necessary to preserve and perfect the lien of this Bond Indenture upon the Trust Estate until the principal of, premium, if any, and interest on the Series 2012A Bonds issued hereunder shall have been paid or provision for their payment shall be made as herein provided.

Section 605. Required Reporting to the Authority.

(A) The Bond Trustee shall keep, or cause to be kept, proper books of records and accounts in which complete and accurate entries shall be made of all funds and accounts established by or pursuant to this Bond Indenture, which shall at all reasonable times be subject to the inspection by the Authority or owners (or a designated representative thereof) of not less than ten percent (10%) in aggregate principal amount of the Series 2012A Bonds then outstanding.

(B) No later than 30 days after a principal and/or interest payment is made, the Trustee will prepare and file with the Office of Comptroller of the State of Illinois a C-08, Notice of Payment of Bond Interest and/or Principal at bondpayments@mail.ioc.state.il.us. A copy of the C-08 shall also be forwarded to the Authority by e-mail at bondpayments@il-fa.com.

(C) Not later than 30 days after the end of each January 1, April 1, July 1 and October 1, commencing on January 1, 2013, the Bond Trustee will prepare and file with the Authority a statement setting forth, with respect to the preceding Bond Year and the current Bond Year, (1) amounts withdrawn from and deposited in each fund and account relating to the Series 2012A Bonds hereunder, (2) the balance on deposit in each such fund or account relating to the Series 2012A Bonds at the end of each period for which such statement is prepared, (3) a brief description of all obligations held as investments in each such fund or account relating to the Series 2012A Bonds, (4) the amount applied to the redemption of the Series 2012A Bonds, a description of the Series 2012A Bonds or portions of Series 2012A Bonds so redeemed, and an accounting of the Series 2012A Bonds of each maturity outstanding, and (5) any other information that the Authority may reasonably request or that the Bond Trustee may from time to time deem appropriate.

Section 606. Bond Register. The Bond Trustee shall keep on file at its office the Bond Register. At reasonable times and under reasonable regulations established by the Bond Trustee, said Bond Register may be inspected and copied by the Credit Facility Provider, the Corporation, the Authority or the authorized representative of any holder or holders of ten percent or more in principal amount of the Series 2012A Bonds outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Bond Trustee.

Section 607. Rights Under the Loan Agreement. The Authority agrees that the Bond Trustee in its own name or in the name of the Authority may enforce all rights of the Authority and all obligations of the Corporation under and pursuant to the Loan Agreement and any

obligation of any Member under the Series 2012A Obligation for and on behalf of the Bondholders (other than Unassigned Rights), whether or not the Authority is in default hereunder.

Section 608. Designation of Additional Paying Agents. The Authority with the consent of the Corporation (which consent shall not unreasonably be withheld) may cause the necessary arrangements to be made through the Bond Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of such of the Series 2012A Bonds as shall be presented when due at the principal corporate trust office of the Bond Trustee, or its successor in trust hereunder, or at the Principal Office of said alternate Paying Agents.

Section 609. Arbitrage; Compliance with Tax Exemption Agreement. The Authority covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Series 2012A Bonds or with respect to the payments derived from the Series 2012A Obligation and under the Loan Agreement or any other moneys regardless of source or where held which may, notwithstanding compliance with the other provisions of this Bond Indenture, the Loan Agreement and the Tax Exemption Agreement, result in constituting the Series 2012A Bonds “arbitrage bonds” within the meaning of such term as used in Section 148 of the Code. The Authority further covenants and agrees that it will comply with and take all actions required by the Tax Exemption Agreement.

Section 610. Performance of Covenants; Authority. The Authority covenants that it will faithfully perform on its part at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Indenture, in any and every Series 2012A Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; provided, however, that except for the matters set forth in any documents hereof relating to payment of the Series 2012A Bonds, the Authority shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Corporation or by the Bond Trustee, or shall have received the instrument to be executed and at the option of the Authority shall have received from the party requesting such action or execution assurance satisfactory to the Authority that the Authority shall be reimbursed for its reasonable expenses, including legal counsel fees, incurred or to be incurred in connection with taking such action or executing such instrument. The Authority covenants that it is duly authorized under the Constitution and the laws of the State, including particularly the Act to issue the Series 2012A Bonds authorized hereby and to execute this Bond Indenture, to grant the security interest herein provided, to assign and pledge the Loan Agreement and the Series 2012A Obligation pledged hereunder (except as otherwise provided herein) and to assign and pledge the amounts hereby assigned and pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Series 2012A Bonds and the execution and delivery of this Bond Indenture has been duly and effectively taken, and that the Series 2012A Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Authority according to the terms thereof and hereof. Anything contained in this Bond Indenture to the contrary notwithstanding, it is hereby understood that none of the covenants of the Authority contained in this Bond Indenture are intended to create a general or primary obligation of the Authority.

Section 611. Prohibited Activities. Subject to the limitations on its liability as stated herein and to the extent permitted by law, the Authority covenants and agrees that it has not knowingly engaged and will not knowingly engage in any activities and that it has not knowingly taken and will not knowingly take any action which might result in any interest on the Series 2012A Bonds becoming includable in the gross income of the owners thereof for purposes of Federal income taxation.

Section 612. Release and Substitution of Series 2012A Obligation. The Bond Trustee, with the prior written consent of the Credit Facility Provider, if any, and the Purchaser, if any, will surrender to the Master Trustee the Series 2012A Obligation pledged hereunder, unless objected to in writing by the Authority within ten days of receipt of notice of such proposed substitution from the Bond Trustee, upon presentation to the Bond Trustee of the following:

(a) an original executed counterpart of a master trust indenture (the “Replacement Master Indenture”) executed by the Corporation, all other current Members of the Obligated Group and certain other parties named therein (collectively, the “New Group”) and an independent corporate trustee (the “Replacement Trustee”) meeting the eligibility requirements of the Master Trustee as set forth in Section 606 of the Master Indenture, which Replacement Master Indenture secures at least one outstanding series of notes issued by one of such other parties prior to the entrance of the Corporation into the New Group;

(b) original replacement notes or similar obligations issued by the Corporation (the “Substitute Notes”) under and pursuant to and secured by the Replacement Master Indenture, which Substitute Notes have been duly authenticated by the Replacement Trustee;

(c) an opinion of Independent Counsel addressed to the Bond Trustee, the Credit Facility Provider, if any, and the Authority (in form and substance acceptable to the Bond Trustee and the Authority) to the effect that:

(1) the Replacement Master Indenture has been duly authorized, executed and delivered by each member of the New Group, the Substitute Notes have been duly authorized, executed and delivered by the Corporation and the Replacement Master Indenture and the Substitute Notes are each a legal, valid and binding obligation of each member of the New Group, subject in each case to customary exceptions for bankruptcy, insolvency and other laws generally affecting enforcement of creditors’ rights and the application of general principles of equity and to customary exceptions set forth in Exhibit D to the Master Indenture; (2) all requirements and conditions to the issuance of the Substitute Notes set forth in the Replacement Master Indenture have been complied with and satisfied; and (3) registration of the Substitute Notes under the Securities Act of 1933, as amended, is not required or, if registration is required, the Substitute Notes have been so registered;

(d) a Favorable Opinion of Bond Counsel that the surrender of the Series 2012A Obligation and the acceptance by the Bond Trustee of the Substitute Notes

will not adversely affect the validity of the Series 2012A Bonds or any exemption for the purposes of federal income taxation to which interest on the Series 2012A Bonds would otherwise be entitled;

(e) written notice from each Rating Agency then maintaining a rating on the Series 2012A Bonds confirming that the rating on the Series 2012A Bonds will not be lowered or withdrawn from the rating prior to the substitution, provided that in connection with the request for a review of the rating on the Series 2012A Bonds, each Rating Agency which has rated the Series 2012A Bonds is provided a copy of the Replacement Master Indenture and such information as such Rating Agency may request with respect to the operations and financial condition of the New Group;

(f) a written report of a Consultant addressed to the Bond Trustee and the Authority to the effect that: (x) the covenants and provisions contained in the Replacement Master Indenture are not materially less restrictive than then current industry standards, based on the covenants and provisions contained in the credit documents of at least two other health care credit groups considered by the Consultant to be comparable to the New Group based on operations and financial condition, which credit documents secure at least one series of indebtedness rated by a Rating Agency on the basis of such healthcare credit group and not on the basis of credit enhancement; and (y) the conditions described in Section 415(A) of the Master Indenture could be met for the incurrence of one dollar of additional Funded Indebtedness when it is assumed that the members of the New Group were parties to the existing Master Indenture for the relevant Fiscal Years;

(g) an Officer's Certificate of the Corporation that the Historical Debt Service Coverage Ratio (calculated in substantially the same manner as provided in the Master Indenture) of the New Group for the most recently completed fiscal year is not less than 1.10 to 1 when it is assumed that the members of the New Group were parties to the existing Master Indenture for the relevant fiscal year; and

(h) such other opinions and certificates as the Bond Trustee and the Credit Facility Provider, if any, may reasonably require, together with such reasonable indemnities as the Bond Trustee may request.

The Bond Trustee shall give immediate notice to the Authority, the Credit Facility Provider, if any, and the Purchaser, if any, of a request to surrender the Series 2012A Obligation pledged hereunder.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

Section 701. Extension of Payment; Penalty. In case the time for the payment of principal of or interest on any Series 2012A Bonds shall be extended, whether or not such extension be by or with the consent of the Authority, such principal or such interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Bond Indenture

except subject to the prior payment in full of the principal of all Series 2012A Bonds then outstanding and of all interest thereon, the time for the payment of which shall not have been extended.

Section 702. Events of Default. Each of the following events is hereby declared an “event of default”:

(a) payment of any installment of interest payable on any of the Series 2012A Bonds shall not be made when the same shall become due and payable; or

(b) payment of the principal of or the premium, if any, payable on any of the Series 2012A Bonds shall not be made when the same shall become due and payable, either at stated maturity, by proceedings for redemption, upon acceleration, through failure to make any payment to any Fund hereunder or otherwise; or

(c) payment of the Purchase Price of any Series 2012A Bonds shall not be made when due and payable (except, with respect to Index Bonds, during any period in which an Index Bond Unremarketed Rate is in effect); or

(d) the Authority shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(e) an order or decree shall be entered appointing a receiver, receivers, custodian or custodians for any of the revenues of the Authority, or approving a petition filed against the Authority seeking reorganization of the Authority under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the Authority, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof; or

(f) any proceeding shall be instituted, with the consent or acquiescence of the Authority, or any plan shall be entered into by the Authority, for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or State statute now in effect or hereafter enacted, if the claims of such creditors are under any circumstances payable from any part or all of the trust estate, including the revenues and other moneys derived by the Authority under the Series 2012A Obligation or the Loan Agreement; or

(g) the Authority (i) files a petition in bankruptcy or under Title 11 of the United States Code, as amended, (ii) makes an assignment for the benefit of its creditors, (iii) consents to the appointment of a receiver, custodian or trustee for itself or for the whole or any part of the trust estate, including the revenues and other moneys derived by the Authority under the Series 2012A Obligation or the Loan Agreement or (iv) is generally not paying its debts as such debts become due; or

(h) if (i) the Authority is adjudged insolvent by a court of competent jurisdiction, (ii) on a petition in bankruptcy filed against the Authority, the Authority is adjudged as bankrupt or (iii) an order, judgment or decree is entered by any court of

competent jurisdiction appointing, without the consent of the Authority, a receiver, custodian or trustee of the Authority or if the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(i) the Authority shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(j) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property, and such custody or control shall not be terminated within 30 days from the date of assumption of such custody or control; or

(k) any event of default as defined in Section 9.1 of the Loan Agreement shall occur and be continuing as a result of which the Authority or the Bond Trustee is, at that time, entitled under the Loan Agreement to declare the Series 2012A Obligation immediately due and payable or to request the Master Trustee to declare the Series 2012A Obligation immediately due and payable; or

(l) the Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Series 2012A Bonds or in this Bond Indenture or in any indenture supplemental hereto to be performed on the part of the Authority, and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority, the Corporation and the Credit Facility Provider by the Bond Trustee; provided that the Bond Trustee may give such notice in its discretion and shall give such notice at the written request of the Credit Facility Provider or the owners of not less than 10% in aggregate principal amount of the Series 2012A Bonds then outstanding hereunder; provided further that if such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured, the failure of the Authority to remedy such default within such 30-day period shall not constitute a default hereunder if the Authority shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch and the same shall in all events be cured within 90 days after written notice thereof from the Authority or the Bond Trustee to the Corporation and the Credit Facility Provider or such later date as shall be agreed to in writing by the Credit Facility Provider; or

(m) any event of default as defined in Section 502 of the Master Indenture shall occur and (i) be continuing from and after the date the Authority is entitled under the Loan Agreement to request that the Master Trustee declare any Series 2012A Obligation to be immediately due and payable or for a period of 15 days from and after the date on which the Master Trustee is entitled under the Master Indenture to declare the Obligations issued thereunder immediately due and payable or (ii) the Master Trustee shall declare any Obligation immediately due and payable; or

(n) the Authority, the Corporation or the Bond Trustee shall default in the performance of any covenant, condition, agreement or provision of the Tax Exemption Agreement, and such default shall continue for a period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the party in default, the Credit Facility Provider, and the Corporation by another party to the Tax Exemption Agreement; provided that if such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured, the failure of the Authority, the Corporation or the Bond Trustee to remedy such default within such 30-day period shall not constitute a default hereunder if any of the foregoing shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch; or

(o) the Bond Trustee shall have received written notice from the Credit Facility Provider or Liquidity Facility Provider that an “Event of Default” has occurred under the Reimbursement Agreement and a written direction from the Credit Facility Provider or Liquidity Facility Provider, as applicable, that the Series 2012A Bonds be accelerated; or

(p) the Bond Trustee shall have received written notice from the Credit Facility Provider that the amount of an interest drawing under the Credit Facility will not be reinstated as provided in the Credit Facility; or

(q) the Bond Trustee shall have received written notice from the Purchaser that an “Event of Default” shall have occurred and be continuing under the Supplemental Bondholder’s Agreement and a written direction from the Purchaser that the Series 2012A Bonds be accelerated.

If on the date payment of principal of or interest on the Series 2012A Bonds is due, sufficient moneys are not available to make such payment, the Bond Trustee shall give telephonic notice, confirmed in writing, of such insufficiency to the Corporation.

The Bond Trustee shall give the Corporation Immediate Notice of any failure of the Corporation to pay any installment of interest, principal or premium on the Series 2012A Obligation or any other payment required by Section 6.1 or Section 6.2 of the Loan Agreement when the same shall become due and payable, whether upon a scheduled Interest Payment Date, at stated maturity, upon any date fixed for prepayment, by acceleration or otherwise.

Written notice of the occurrence of the foregoing events of default and the continuation of the same for the period, if any, specified in said paragraphs, shall be given by the Bond Trustee to the Credit Facility Provider and any Purchaser.

Section 703. Acceleration. Upon the occurrence of an Event of Default specified in subsection (d) through (n) or (q) of Section 702 hereof (of which the Bond Trustee shall be deemed to have notice pursuant to the provisions of Section 801(g) hereof) the Bond Trustee may, with the prior written consent of the Credit Facility Provider, if any, any holder of 100% of the outstanding Series 2012A Bonds, and during an Index Period or when there are

Unremarketed Bonds, the Purchaser, but without any action on the part of the Bondholders, or upon the occurrence of an Event of Default specified in subsection (d) through (n) or (q) of Section 702 hereof (of which the Bond Trustee shall be deemed to have notice pursuant to the provisions of Section 801(g) hereof) and the written request of either the Credit Facility Provider, if any, or the owners of not less than 25% in principal amount of the Series 2012A Bonds then outstanding hereunder (exclusive of any Series 2012A Bonds the registered owner of which is any Member of the Obligated Group or any affiliate thereof) or during an Index Period or with respect to Unremarketed Bonds, the Purchaser, with the prior written consent of the Credit Facility Provider, if any, and upon being indemnified to its reasonable satisfaction as provided in Section 801(l) hereof, the Bond Trustee shall, or upon the occurrence and continuance of an Event of Default specified in subsection (a), (b), (c), (o) or (p) of Section 702 hereof the Bond Trustee, with the prior written consent of the Credit Facility Provider, if any, shall, by Immediate Notice in writing delivered to the Authority or the Corporation, declare the entire principal amount of the Series 2012A Bonds then outstanding hereunder and the interest accrued thereon immediately due and payable, and the entire principal and interest shall thereupon become and be immediately due and payable, subject, however, to the provisions of Section 711 hereof with respect to waivers of Events of Default. The Bond Trustee shall give notice thereof by first class mail, postage prepaid, to all owners of outstanding Series 2012A Bonds, the Authority, the Corporation, the Credit Facility Provider (if any) and the Liquidity Facility Provider (if any); provided, however, that the giving of such notice shall not be considered a precondition to the Bond Trustee declaring the entire principal amount of the Series 2012A Bonds then outstanding and the interest thereon immediately due and payable.

In the case of an Event of Default specified in subsection (o) or (p) of Section 702 hereof and receipt of a notice directing an acceleration of the Series 2012A Bonds from the Credit Facility Provider or the Liquidity Facility Provider, as applicable, the Bond Trustee shall declare that the entire principal amount of the Series 2012A Bonds then outstanding hereunder and the interest accrued thereon are immediately due and payable as described in the preceding paragraph on the second Business Day following the receipt of such direction from the Credit Facility Provider or Liquidity Facility Provider. If a Credit Facility is in effect in the case of an Event of Default specified in subsection (o) or (p) of Section 702 hereof, the Bond Trustee shall submit a draw on the Credit Facility on the day prior to the acceleration date in order to provide for the payment of the principal amount of the Series 2012A Bonds and the interest thereon that will become due and payable on the date of acceleration. Interest on the Series 2012A Bonds shall cease to accrue on the date of acceleration if the Series 2012A Bonds are paid on such date.

Section 704. Remedies; Rights of Bondholders. Upon the occurrence and continuance of any Event of Default, the Bond Trustee may, with the written consent of the Credit Facility Provider, if any, and any holder of 100% of the outstanding Series 2012A Bonds or during an Index Period or with respect to Unremarketed Bonds, the Purchaser, and without any action on the part of the Bondholders, or upon the occurrence and continuance of any Event of Default and the written request of the owners of not less than 25% in principal amount of the Series 2012A Bonds then outstanding hereunder (exclusive of any Series 2012A Bonds the registered owner of which is any Member), or during an Index Period or with respect to Unremarketed Bonds, the written request of the Purchaser, with the prior written consent of the Credit Facility Provider, and upon being indemnified to its reasonable satisfaction as provided in Section 801(l) hereof, the Bond Trustee shall,

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the owners under, and require the Authority or the Corporation to carry out any agreements with or for the benefit of the owners of Series 2012A Bonds and to perform its or their duties under, the Act, the Series 2012A Obligation, the Loan Agreement and this Bond Indenture, provided that any such remedy may be taken only to the extent permitted under the applicable provisions of the Loan Agreement or this Bond Indenture, as the case may be;

(b) bring suit upon the Series 2012A Bonds; or

(c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the owners of Series 2012A Bonds;

provided, however, that the Bond Trustee shall have the right to decline to comply with any such request or direction if the Bond Trustee shall be advised by counsel (who may be its own counsel) that the action so requested may not lawfully be taken or the Bond Trustee in good faith shall determine that such action would be unjustly prejudicial to the owners of Series 2012A Bonds not parties to such request.

No remedy by the terms of this Bond Indenture conferred upon or reserved to the Bond Trustee (or to the owners of Series 2012A Bonds or a Credit Facility Provider) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bond Trustee or to the owners of Series 2012A Bonds or the Credit Facility Provider hereunder now or hereafter existing at law or in equity or by statute.

No delay or omission of the Bond Trustee or any owner of Series 2012A Bonds to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or acquiescence therein; and every such right and power given by this Article VII to the Bond Trustee and the owners of Series 2012A Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Bond Trustee or by the owners of Series 2012A Bonds or by the Credit Facility Provider, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

When the Bond Trustee incurs expenses or renders services after the occurrence of an act of bankruptcy with respect to the Authority, the Corporation or any other Member of the Obligated Group, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 705. Direction of Proceedings by Bondholders. The Credit Facility Provider, if any, or the owners of not less than a majority in aggregate principal amount of Series 2012A Bonds then outstanding (or during an Index Period or with respect to Unremarketed Bonds, the Purchaser), with the prior written consent of the Credit Facility Provider, if any, shall have the

right, at any time, by an instrument or instruments in writing executed and delivered to the Bond Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Bond Indenture, including enforcement of the rights of the Authority under the Loan Agreement or the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Bond Indenture.

Section 706. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bond Trustee and the owners of Series 2012A Bonds under this Bond Indenture, the Bond Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the rights and properties pledged hereunder and of the revenues, issues, payments and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 707. Application of Moneys. Subject to the provisions of the Tax Exemption Agreement, all moneys received by the Bond Trustee or by any receiver pursuant to any right given or action taken under the provisions of this Article VII shall, after payment of the reasonable costs and expenses of the proceedings resulting in the collection of such moneys and of the reasonable fees of, and the reasonable expenses, liabilities and advances incurred or made by the Bond Trustee or the Master Trustee at the request or with the concurrence of the Bond Trustee and the creation of a reserve for anticipated fees, costs and expenses of the Bond Trustee, be deposited in the Revenue Fund and all moneys so deposited during the continuance of an Event of Default (other than moneys for the payment of Series 2012A Bonds which have previously matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default), together with all moneys in the Funds maintained by the Bond Trustee under Articles III and IV hereof, shall be applied as follows:

(a) Unless the principal of all the Series 2012A Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST: To the payment to the Persons entitled thereto of all installments of interest then due on the Series 2012A Bonds, with interest on overdue installments, if lawful, at the rates per annum borne by the Series 2012A Bonds, in the order of the stated maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or privilege;

SECOND: To the payment to the Persons entitled thereto of the unpaid principal (including unpaid premium, if any) of any of the Series 2012A Bonds which shall have become due (other than Series 2012A Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Bond Indenture), with interest on such Series 2012A Bonds at their rate from the respective dates upon which they became due, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Series 2012A Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and

interest due on such date, to the Persons entitled thereto without any discrimination or privilege;

THIRD: To the payment to the Persons entitled thereto of unpaid principal and interest due and owing on any Series 2012A Bonds, the payment of principal and interest of which has been extended in the manner described in Section 701 hereof;

FOURTH: If all interest and principal due and owing on the Series 2012A Bonds has been paid and some or all of such interest and principal has been paid with a draw on a Credit Facility, to the reimbursement of the Credit Facility Provider first for the payment of all such interest and then for the payment of such principal;

FIFTH: To the payment of any amounts, if any, payable to the United States Treasury pursuant to the Tax Exemption Agreement; and

SIXTH: To the payment of any additional amounts, if any, payable to the Credit Facility Provider pursuant to the Reimbursement Agreement or the Purchaser pursuant to the Supplemental Bondholder's Agreement.

Whenever moneys are to be applied pursuant to the provisions of Section 707(a), such moneys shall be applied at such times, and from time to time, as the Bond Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Bond Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable or, with respect to payments of Defaulted Interest, shall be such date as is required by Section 213 hereof) upon which such application is to commence and upon such date interest on the amounts of principal and interest to be paid on such date shall cease to accrue. The Bond Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and of the Special Record Date in accordance with Section 213 hereof. The Bond Trustee shall not be required to make payment to the holder of any unpaid Bond until such Series 2012A Bond shall be presented to the Bond Trustee for appropriate endorsement or for cancellation if fully paid

(b) If the principal of all the Series 2012A Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied:

FIRST: To the payment of the principal (including unpaid premium, if any) and interest then due and unpaid upon the Series 2012A Bonds, with interest on overdue interest, if lawful, and principal (including unpaid premium, if any), as aforesaid, without preference or priority of principal (including unpaid premium, if any) over interest or of interest over principal or of any installment of interest over any other installment of interest, or of any Series 2012A Bond over any other Series 2012A Bond, ratably, according to the amounts due respectively for principal (including unpaid premium, if any) and interest, to the Persons entitled thereto without any discrimination or privilege;

SECOND: To the payment of the principal (including unpaid premium, if any) and interest then due and unpaid upon Series 2012A Bonds with respect to which the payment of principal and interest has been extended as described in Section 701 hereof;

THIRD: If all interest and principal due and owing on the Series 2012A Bonds has been paid and some or all of such interest and principal has been paid with a draw on a Credit Facility, to the reimbursement of the Credit Facility Provider first for the payment of all such interest and then for the payment of such principal;

FOURTH: To the payment of amounts, if any, payable to the United States Treasury pursuant to the Tax Exemption Agreement; and

FIFTH: To the payment of any additional amounts, if any, payable to the Credit Facility Provider pursuant to the Reimbursement Agreement or the Purchaser pursuant to the Supplemental Bondholder's Agreement.

(c) If the principal of all the Series 2012A Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article VII, then, subject to the provisions of paragraph (b) of this Section 707 which shall be applicable in the event that the principal of all the Series 2012A Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section 707.

Whenever moneys are to be applied pursuant to the provisions of Section 707(b), such moneys shall be applied at such times, and from time to time, as the Bond Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; provided, however, that such moneys shall be applied at such times as required by Section 703 hereof. The Bond Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys. The Bond Trustee shall not be required to make payment to the holder of any unpaid Bond until such Series 2012A Bond shall be presented to the Bond Trustee for appropriate endorsement or for cancellation if fully paid.

Section 708. Remedies Vested in Bond Trustee. All rights of action including the right to file proof of claims under this Bond Indenture or under any of the Series 2012A Bonds may be enforced by the Bond Trustee without the possession of any of the Series 2012A Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Bond Trustee shall be brought in its name as Bond Trustee without the necessity of joining as plaintiffs or defendants any owners of the Series 2012A Bonds, and any recovery of judgment shall be for the equal benefit of the owners of the then outstanding Series 2012A Bonds, subject to the provisions of this Bond Indenture.

Section 709. Rights and Remedies of Bondholders. No owner of any Series 2012A Bond (other than the Credit Facility Provider) shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Bond Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default shall have become an Event of Default and the Credit Facility Provider or the owners of

not less than 25% in aggregate principal amount of Series 2012A Bonds then outstanding or during an Index Period or with respect to Unremarketed Bonds, the Purchaser, with the consent of the Credit Facility Provider, if any, shall have made written request to the Bond Trustee and shall have offered the Bond Trustee reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and unless also such Bondholders have offered to the Bond Trustee indemnity as provided in Section 801(l) hereof, and unless the Bond Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Bond Trustee to be conditions precedent to the execution of the powers and trusts of this Bond Indenture and to any action or cause of action for the enforcement of this Bond Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more owners of the Series 2012A Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Bond Indenture by any action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the owners of all Series 2012A Bonds outstanding. Nothing contained in this Bond Indenture shall, however, (a) affect or impair the right of the Credit Facility Provider or any owner (including the Purchaser) to enforce the payment of the principal of and interest on any Series 2012A Bond at and after the stated maturity thereof or (b) affect or impair the obligation of the Authority to pay the principal of and interest on each of the Series 2012A Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner in said Series 2012A Bonds expressed.

Section 710. Termination of Proceedings. In case the Bond Trustee shall have proceeded to enforce any right under this Bond Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Bond Trustee, then and in every case the Authority and the Bond Trustee shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder with respect to the property pledged and assigned hereunder, and all rights, remedies and powers of the Bond Trustee shall continue as if no such proceedings had been taken.

Section 711. Waiver of Events of Default. The Bond Trustee may, with the prior written consent of the Credit Facility Provider, in its discretion without any action on the part of the Bondholders, and shall, upon the written direction of the Credit Facility Provider, if any, waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of principal, and shall do so, with the prior written consent of the Credit Facility Provider, if any or during an Index Period or with respect to Unremarketed Bonds, the Purchaser with the prior written consent of the Credit Facility Provider, if any, upon written request of the owners of (a) at least a majority in aggregate principal amount of all the Series 2012A Bonds Outstanding in respect of which default in the payment of principal and/or interest exists, or (b) at least a majority in aggregate principal amount of all the Series 2012A Bonds outstanding, in the case of any other event of default; provided, however that there shall not be waived (i) any Event of Default in the payment of the principal of any outstanding Series 2012A Bonds when due whether by mandatory redemption through the Bond Sinking Fund, at the stated maturity specified therein or otherwise, other than principal due upon an acceleration of the Series 2012A

Bonds or (ii) any default in the payment, when due of the interest on any such Series 2012A Bonds, other than accrued interest due solely as a result of the acceleration of the Series 2012A Bonds, unless prior to such waiver or rescission all arrears of interest, with interest thereon (to the extent permitted by law) at the rate borne by the Series 2012A Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Bond Trustee, the Authority and any Paying Agent in connection with such default shall have been paid or provided for, or (iii) while the Bonds bear interest at a Daily Rate, Weekly Rate or Unit Pricing Rate, any failure to have Eligible Moneys on deposit in the LOC Interest Account or the LOC Principal Account in an amount sufficient to pay interest or principal on the Series 2012A Bonds when due, unless prior to such waiver or rescission, the Bond Trustee receives written notice from the Credit Facility Provider, if any, that the Credit Facility has been reinstated to the Required Stated Amount and any notice by the Credit Facility Provider to the Bond Trustee requesting an acceleration of the Bonds delivered pursuant to Section 702(o) or (p) hereof has been rescinded or revoked

In case of any such waiver or rescission or in case any proceeding taken by the Bond Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Authority, the Bond Trustee and the Bondholders shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 712. Corporation's and Users' Rights of Possession and Use of Property. So long as the Corporation and the Users are in full compliance with the terms and provisions of the Loan Agreement, the Corporation and the Users shall be suffered and permitted to possess, use and enjoy their Property and appurtenances thereto free of claims of the Authority and the Bond Trustee.

Section 713. Waiver of Redemption; Effect of Sale of Trust Estate. The Authority, to the extent permitted by law, shall not claim any rights under any stay, valuation, exemption or extension law, and hereby waives any right of redemption which it may have in respect of any sale or other disposition of the Corporation's or any User's Property (to the extent any rights or claims in and to any such Property constitute a portion of the "trust estate" hereunder) pursuant to the rights and remedies granted under this Article VII. Upon the institution of any foreclosure proceedings or upon any sale or other disposition of the Corporation's or any User's Property, or any acceleration of the stated maturity of the Series 2012A Obligation, the principal of all Series 2012A Bonds then outstanding hereunder, if not previously due and payable, shall without notice become immediately due and payable.

Section 714. Notice of Default; Endorsement of Series 2012A Obligation. Upon the occurrence of any Event of Default hereunder of which it is aware or deemed to be aware, the Bond Trustee will promptly give written notice thereof to the Authority, the Master Trustee, the Corporation, the Credit Facility Provider, if any, and the Purchaser, if any, and the registered owners of all then outstanding Series 2012A Bonds setting forth the nature of such Event of Default. The foregoing notwithstanding, the giving of such notice shall not be considered a precondition to the Bond Trustee declaring the entire principal of the Series 2012A Bonds then

outstanding due and payable. In the event of a default hereunder and in the event the Authority is requested by the Bond Trustee to endorse the Series 2012A Obligation, as permitted under the Illinois Uniform Commercial Code, such endorsement may, at the discretion of the Authority, be without recourse.

ARTICLE VIII

BOND TRUSTEE

Section 801. Acceptance of the Trusts. The Bank of New York Mellon Trust Company, N.A. initially shall act as Bond Trustee, Paying Agent and Registrar hereunder. The Bond Trustee hereby accepts and agrees to execute the trusts imposed upon it by this Bond Indenture and to act as the Bond Trustee under the Tax Exemption Agreement, but only upon the terms and conditions set forth herein, to all of which the Authority agrees and the respective owners of the Series 2012A Bonds agree by their acceptance of delivery of any of the Series 2012A Bonds. The Bond Trustee, prior to the occurrence of an Event of Default hereunder and after the curing of all Events of Default hereunder which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Bond Indenture and to perform such trusts as an ordinarily prudent trustee under a corporate indenture and no other implied covenants or obligations should be read into this Bond Indenture against the Bond Trustee. If an Event of Default has occurred and is continuing, the Bond Trustee shall exercise such of the rights and powers vested in it by this Bond Indenture and shall use the same degree of care as a prudent person would exercise in the circumstances in the conduct of such person's own affairs. The Bond Trustee agrees to perform such trusts upon and subject to the following expressed terms and conditions:

(a) The Bond Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, consultants or receivers and shall not be responsible for the misconduct or negligence of any such attorneys, agents, consultants or receivers appointed in the exercise of the care of an ordinarily prudent trustee, and shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder, and may in all cases pay such reasonable compensation to any attorney, agent, consultant, receiver or employee retained or employed by it in connection herewith but without obligation to make such payment and with rights to reimbursement for such payment as provided under Section 802 hereof. The Bond Trustee may act upon the opinion or advice of an attorney, surveyor, consultant, engineer, accountant, investment banker, financial advisor or other expert selected by it in the exercise of reasonable care or, if selected or retained by the Authority, approved by the Bond Trustee in the exercise of such care. The Bond Trustee shall not be responsible for any loss or damage resulting from any action or nonaction based on its good faith reliance upon such opinion or advice.

(b) The Bond Trustee shall not be responsible for any recital herein, or in the Series 2012A Bonds (except with respect to the certificate of the Bond Trustee endorsed on the Series 2012A Bonds), or for the investment of moneys as herein permitted (except that no investment shall be made except in compliance with Sections 406 hereof and the Tax Exemption Agreement), or for the recording or re-recording, filing or re-filing of this Bond Indenture, or any supplement or amendment thereto, or the filing of financing statements, or for the validity of the

execution by the Authority of this Bond Indenture, or of any supplemental indentures or instruments of further assurance, or for the sufficiency of the security for the Series 2012A Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof. The Bond Trustee may (but shall be under no duty to) require of the Authority and the Corporation full information and advice as to the performance of the covenants, conditions and agreements in the Loan Agreement and shall make its best efforts, but without any obligation, to advise the Authority and the Corporation of any impending default known to the Bond Trustee. Except as otherwise provided in Section 704 hereof, the Bond Trustee shall have no obligation to perform any of the duties of the Authority under the Loan Agreement.

(c) The Bond Trustee shall not be accountable for the use or application by the Authority or the Corporation of any of the Series 2012A Bonds or the proceeds thereof or for the use or application of any money paid over by the Bond Trustee in accordance with the provisions of this Bond Indenture or for the use and application of money received by any Paying Agent (except when the Bond Trustee acts as Paying Agent).

(d) The Bond Trustee shall be protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of Independent Counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Bond Trustee pursuant to this Bond Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Series 2012A Bond, shall be conclusive and binding upon all future owners of the same Series 2012A Bond and upon Series 2012A Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Bond Trustee shall be entitled to rely upon a certificate signed on behalf of the Authority by an authorized officer of the Authority as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Bond Trustee has been notified as provided in subsection (g) of this Section, or of which by said subsection it is deemed to have notice, may accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Bond Trustee may accept a certificate of an authorized officer of the Authority under its seal to the effect that a resolution in the form therein set forth has been adopted by the Authority as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Bond Trustee to do things enumerated in this Bond Indenture shall not be construed as a duty and the Bond Trustee shall not be answerable for other than its negligence or willful default.

(g) The Bond Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, other than an Event of Default under clause (a) or (b) of Section 702 hereof unless the Bond Trustee shall be specifically notified in writing of such default by the

Authority, the Credit Facility Provider, if any, by the owners of at least 25% in aggregate principal amount of all Series 2012A Bonds then outstanding or during an Index Period or with respect to the Unremarketed Bonds, the Purchaser, and all notices or other instruments required by this Bond Indenture to be delivered to the Bond Trustee must, in order to be effective, be delivered at the Principal Office of the Bond Trustee, and in the absence of such notice so delivered the Bond Trustee may conclusively assume there is no default except as aforesaid.

(h) The Bond Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Property of any Member.

(i) At any and all reasonable times, the Credit Facility Provider, the Bond Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right to fully inspect any and all of the property pledged hereunder, including all books, papers and records of the Authority pertaining to the property pledged hereunder and the Series 2012A Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Bond Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Bond Indenture contained, the Bond Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Series 2012A Bonds, the withdrawal of any cash, the release of any property or any action whatsoever within the purview of this Bond Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Bond Trustee deemed reasonably necessary for the purpose of establishing the right of the Authority to the authentication of any Series 2012A Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Bond Trustee.

(l) Before taking any action under Articles VII or VIII of this Bond Indenture other than (i) an acceleration when required pursuant to Section 703 hereof, (ii) the sending of notice required by such Articles, (iii) making payments of principal or interest on the Series 2012A Bonds or the purchase price of the Bonds or (iv) requesting payment on the Credit Facility, the Bond Trustee may require that a satisfactory indemnity bond satisfactory to the Bond Trustee be furnished for the reimbursement of all reasonable expenses to which it may be put and to protect it against all liability which may be incurred in connection with any action so taken, except liability which is adjudicated to have resulted from its negligence or willful default in connection with any action so taken. The Bond Trustee shall not require indemnity as a condition to a draw on a Liquidity Facility or to make payments with respect to a mandatory purchase of Series 2012A Bonds.

(m) All moneys received by the Bond Trustee or any Paying Agent shall, until used or applied or invested as provided in this Bond Indenture or in the Tax Exemption Agreement, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law, by this Bond Indenture or by the Tax Exemption

Agreement. Neither the Bond Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) Upon the request of the Authority, the Bond Trustee shall provide the Authority notice of the principal amount of Series 2012A Bonds outstanding.

(o) The rights and limitations on liability of the Bond Trustee set forth in this Article VIII shall survive the resignation, termination or removal of the Bond Trustee and the discharge of this Bond Indenture.

(p) The Bond Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Series 2012A Bonds, except for any information provided by the Bond Trustee.

(q) Notwithstanding any provision of this Bond Indenture or the Tax Exemption Agreement to the contrary, the Bond Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with, or for the purpose of complying with, Section 148 of the Code, or any successor statute or any regulation, ruling or other judicial or administrative interpretation thereof, including, without limitation, the calculation of amounts required to be paid to the United States of America or the determination of the maximum amount which may be invested in non-purpose obligations having a yield higher than the yield on the Series 2012A Bonds, and the Bond Trustee shall not be liable or responsible for monitoring the compliance by the Authority or the Corporation with any of the requirements of Section 148 of the Code or any applicable regulation, ruling or other judicial or administrative interpretation thereof; it being acknowledged and agreed that the sole obligation of the Bond Trustee with respect to the investment of monies held under any fund or account created under this Bond Indenture shall be to invest such monies in accordance with the instructions received by it as set forth in Section 406 and to keep records of such investments.

(r) The Bond Trustee agrees to accept and act upon instructions or directions pursuant to this Bond Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Authority and the Corporation shall provide to the Bond Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Authority and the Corporation elect to give the Bond Trustee e-mail or facsimile instructions (or instructions by a similar electronic method), the Bond Trustee shall act upon such instructions and the Bond Trustee's reasonable understanding of such instructions shall be deemed controlling. The Bond Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bond Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction, to the extent that such reliance ceases upon receipt of subsequent written instructions. The Authority and the Corporation agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Bond Trustee, including without limitation the risk of the Bond Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 802. Compensation and Expenses of Bond Trustee and Any Additional Paying Agent. The Bond Trustee shall be entitled to payment and/or reimbursement for reasonable fees and expenses and for its services rendered hereunder (including services as Registrar, Paying Agent and authenticating agent) and under the Tax Exemption Agreement and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by each of them in connection with such services. Any additional Paying Agent shall be entitled to payment and reimbursement for its reasonable fees and charges as additional Paying Agent for the Series 2012A Bonds. Upon an Event of Default hereunder, but only upon such an Event of Default, the Bond Trustee and any additional Paying Agent shall have a right of payment prior to payment on account of principal of, or premium, if any, or interest on, any Series 2012A Bond for the foregoing advances, fees, costs and expenses incurred; provided, however, that in no event shall the Bond Trustee or any such additional Paying Agent have any such prior right of payment or claim therefor against (i) moneys or obligations deposited with or paid to the Bond Trustee for the redemption or payment of Series 2012A Bonds which are deemed to have been paid in accordance with Article XI hereof or (ii) proceeds of any remarketing or moneys from a draw on any Liquidity Facility or on a Credit Facility. The foregoing notwithstanding, any Obligation of the Authority pursuant to this Section 802 is expressly limited as described in Section 203 hereof. The Bond Trustee shall be entitled to the indemnification given to the Bond Trustee pursuant to Section 8.4 of the Loan Agreement.

Section 803. Notice to the Bondholders and Interested Parties if Default Occurs. If a default occurs of which the Bond Trustee is by subsection (g) of Section 801 hereof required to take notice or if notice of default be given as in said subsection (g) provided, then the Bond Trustee shall give written notice thereof by certified or registered mail to the registered owners of all then outstanding Series 2012A Bonds and to the Interested Parties.

If a default occurs pursuant to Section 702(a) or (b) hereof, the Bond Trustee shall give Immediate Notice to the Credit Facility Provider, if any. If any other default occurs under Section 702 hereof, the Bond Trustee shall give written notice to the Credit Facility Provider, if any, within five days of the Bond Trustee's knowledge thereof.

Section 804. Good Faith Reliance. The Bond Trustee and any additional Paying Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, telex or facsimile transmission, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Bond Indenture, the Loan Agreement or the Tax Exemption Agreement, or upon the written opinion of any attorney, engineer, accountant or other expert believed by the Bond Trustee and any additional Paying Agent, as the case may be, to be qualified in relation to the subject matter, and the Bond Trustee and any additional Paying Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. Neither the Bond Trustee nor any Paying Agent shall be bound to recognize any person as an owner of Series 2012A Bonds or to take any action at such person's request unless satisfactory evidence of the ownership of such Series 2012A Bond shall be furnished to such entity.

Section 805. Dealings in Series 2012A Bonds. The Bond Trustee and any additional Paying Agent, in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the Series 2012A Bonds issued hereunder, and may join in any action which any owner may be entitled to take with like effect as if it did not act in any capacity hereunder. The Bond Trustee and any additional Paying Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Corporation, any other Member, any Affiliate of the Corporation or of any other Member or the Authority, and may act as depository, trustee or agent for any committee or body of owners of Series 2012A Bonds secured hereby or other obligations of the Authority, the Corporation, any other Member or any such Affiliate as freely as if it did not act in any capacity hereunder.

Section 806. Several Capacities. Anything in this Bond Indenture to the contrary notwithstanding, the same entity may serve hereunder as the Bond Trustee, the Paying Agent or the Registrar, and in any other combination of such capacities, to the extent permitted by law.

Section 807. Intervention by Bond Trustee. In any judicial proceeding to which the Authority or the Corporation is a party and which in the opinion of the Bond Trustee and its counsel has a substantial bearing on the interests of owners of the Series 2012A Bonds, the Bond Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 801(l) hereof, shall do so if requested in writing by the owners of at least 25% in aggregate principal amount of all Series 2012A Bonds then outstanding. The rights and obligations of the Bond Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 808. Successor Bond Trustee by Merger or Consolidation. Any corporation or association into which the Bond Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under Section 809 hereof, shall be and become successor Bond Trustee hereunder and under the Tax Exemption Agreement, vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor under this Bond Indenture and the Tax Exemption Agreement, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 809. Bond Trustee Required; Eligibility. There shall at all times be a Bond Trustee hereunder which shall (a) be a commercial bank or trust company organized under the laws of the United States of America or any state thereof, authorized to exercise corporate trust powers in the State, subject to supervision or examination by federal or state authorities, (b) have a reported combined capital and surplus of not less than \$50,000,000, (c) have at least four (4) experienced trust officers, with primary responsibility for municipal bond issues, (d) administer at least 25 municipal bond indentures aggregating at least \$25,000,000 under its administration, and (e) make the representations and warranties set forth in Section 817 hereof. If at any time the Bond Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner provided in Section 810 hereof. No resignation or removal of the Bond Trustee and no appointment of a successor Bond Trustee shall become

effective until (i) the successor Bond Trustee has accepted its appointment under Section 814 hereof and (ii) the Bond Trustee delivers any Series 2012A Bonds, the Credit Facility (if the Bond Trustee is the beneficiary under the Credit Facility) and moneys held by it in such capacity to its successor.

Section 810. Resignation by the Bond Trustee. Subject to Section 809, the Bond Trustee and any successor Bond Trustee may at any time resign from the trusts created by this Bond Indenture and the Tax Exemption Agreement by executing any instrument in writing resigning such trusts and specifying the date when such resignation shall take effect, and filing the same with the Authority, the Corporation, any holder of 100% of the outstanding Series 2012A Bonds and, during an Index Period or when there are Unremarketed Bonds, the Purchaser, not less than 45 days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by first class mail, postage prepaid, not less than 20 days prior to such resignation date, to each registered owner of Series 2012A Bonds then outstanding, as shown by the Bond Register.

Section 811. Removal of the Bond Trustee. Subject to Section 809, the Bond Trustee may be removed at any time by filing with the Bond Trustee so removed, and with the Authority, the Credit Facility Provider, the Corporation, any holder of 100% of the outstanding Series 2012A Bonds and, during an Index Period or when there are Unremarketed Bonds, the Purchaser, (i) if no event of default has occurred and is continuing under the Master Indenture, this Bond Indenture or the Loan Agreement, an instrument in writing signed by the owners of a majority in aggregate principal amount of Series 2012A Bonds then Outstanding, appointing a successor, accompanied by the prior written consent of the Corporation and the Credit Facility Provider, if any, or (ii) if an event of default has occurred and is continuing under the Master Indenture, this Bond Indenture or the Loan Agreement an instrument in writing signed by the owners of a majority in aggregate principal amount of Series 2012A Bonds then Outstanding, appointing a successor, consented to in writing by the Credit Facility Provider, if any. So long as no event of default has occurred and is continuing under this Bond Indenture or the Loan Agreement, the Bond Trustee may be removed at any time by an instrument or concurrent instruments in writing signed by the Authority at the direction of the Corporation, with the prior written consent of the Credit Facility Provider, if any, or at the written direction of the Credit Facility Provider, if any, with the consent of the Corporation, delivered to the Bond Trustee. If any Event of Default has occurred or is continuing under this Bond Indenture or the Loan Agreement, the Bond Trustee may be removed for cause (including but not limited to maintaining non-competitive fees) at any time by an instrument or concurrent instruments in writing signed by the Authority. The foregoing notwithstanding, the Bond Trustee may not be so removed unless written notice of the delivery of such instrument or instruments signed by the Authority is mailed to the owners of all Bonds outstanding under this Bond Indenture, which notice indicates the Bond Trustee will be removed and replaced by the successor trustee named in such notice, such removal and replacement to become effective on the 45th day next succeeding the date of such notice, unless the owners of not less than ten percent (10%) in aggregate principal amount of such Bonds then outstanding under this Bond Indenture shall object in writing to such removal and replacement. Such notice shall be mailed by first class mail, postage prepaid, to the owners of all such Bonds then outstanding at the address of such owners then shown on the Bond Register.

Section 812. Appointment of Successor Bond Trustee by the Bondholders; Temporary Bond Trustee. Subject to Section 809, in case the Bond Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the process of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, then a vacancy shall forthwith and as a result thereof exist in the office of the Bond Trustee and a successor may be appointed, with the prior written approval of the Corporation (to the extent that no “Event of Default” shall have occurred and be continuing under the Loan Agreement) and of the Credit Facility Provider, if any, by the owners of a majority in aggregate principal amount of Series 2012A Bonds then outstanding by filing with the Authority and the Corporation, an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact duly authorized; provided, nevertheless, that in case of such vacancy the Authority by an instrument executed and signed by its Chairman, Vice Chairman, Executive Director or Associate Executive Director of the Authority or other designated officer of the Authority under its seal, may, with the consent of the Corporation (to the extent that no “Event of Default” shall have occurred and be continuing under the Loan Agreement), the Credit Facility Provider, if any, and the Purchaser, if any, appoint a temporary Bond Trustee to fill such vacancy until a successor Bond Trustee shall be appointed by the Bondholders in the manner above provided; provided further, that if no permanent successor Bond Trustee shall have been appointed by the Bondholders within the six calendar months next succeeding the month during which the Authority appoints such a temporary Bond Trustee, such temporary Bond Trustee shall without any further action on the part of the Authority or the Bondholders become the permanent successor Bond Trustee. After any appointment by the Authority as provided herein, the Authority shall cause notice of such appointment to be given to the Corporation and each Rating Agency and to be given by first class mail, postage prepaid, to all owners of Series 2012A Bonds. The foregoing notwithstanding, any such temporary Bond Trustee so appointed by the Authority shall immediately and without further act be superseded by any successor Bond Trustee so appointed by such Bondholders as provided above within the six calendar months next succeeding the month during which such temporary Bond Trustee is appointed.

Section 813. Judicial Appointment of Successor Trustee. In case at any time the Bond Trustee shall resign and no appointment of a successor Bond Trustee shall be made pursuant to the foregoing provisions of this Article VIII prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the resigning Bond Trustee may, at the expense of the Corporation, forthwith apply to a court of competent jurisdiction for the appointment of a successor Bond Trustee. If no appointment of a successor Bond Trustee shall be made pursuant to the foregoing provisions of this Article VIII within six calendar months after a vacancy shall have occurred in the office of Bond Trustee, any owner of Series 2012A Bonds may apply to any court of competent jurisdiction to appoint a successor Bond Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and appropriate, appoint a successor Bond Trustee.

Section 814. Concerning Any Successor Bond Trustees. Every successor Bond Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority an instrument in writing accepting such appointment hereunder and under the Tax Exemption Agreement, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts,

duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Authority, or of its successor, execute and deliver an instrument transferring to such successor Bond Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder and under the Tax Exemption Agreement; and every predecessor Bond Trustee shall deliver all securities and moneys held by it as Bond Trustee hereunder to its successor. Should any instrument in writing from the Authority be required by any successor Bond Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. The resignation of any Bond Trustee and the instrument or instruments removing any Bond Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed and/or recorded by the successor Bond Trustee in each recording office, if any, where this Bond Indenture shall have been filed and/or recorded.

Section 815. Successor Bond Trustee as Bond Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Bond Trustee, the predecessor Bond Trustee which has resigned or been removed shall cease to be Bond Trustee of the Expense Fund, Interest Fund, Bond Sinking Fund, Redemption Fund, the Project Fund and any other funds provided hereunder and shall cease to be the Registrar and Paying Agent for principal of, premium, if any, and interest on the Series 2012A Bonds, and the successor Bond Trustee shall become such Bond Trustee, Registrar and Paying Agent unless a separate Paying Agent or Agents are appointed by the Authority in connection with the appointment of any successor Bond Trustee.

Section 816. Designation and Succession of Paying Agents; Appointment and Acceptance of Duties; Removal. (a) The Bond Trustee is hereby designated and agrees to act as principal Paying Agent and as Registrar for and in respect of the Series 2012A Bonds.

(b) The Authority may appoint one or more additional Paying Agents for the Series 2012A Bonds. Any such Paying Agent shall be a commercial bank or trust company organized under the laws of the United States of America or one of the states thereof, authorized to exercise corporate trust powers. Each Paying Agent other than the Bond Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Bond Indenture by executing and delivering to the Authority and the Bond Trustee a written acceptance thereof. The Authority may remove any Paying Agent other than the Bond Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the Authority shall continue to be a Paying Agent of the Authority for the purpose of paying the principal of, premium, if any, and interest on the Series 2012A Bonds until the designation of a successor as such Paying Agent. Each Paying Agent is hereby authorized to pay or redeem Series 2012A Bonds when duly presented to it for payment or redemption, which Series 2012A Bonds shall thereafter be delivered to the Bond Trustee for cancellation.

(c) The Paying Agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in Section 801 hereof with respect to the Bond Trustee insofar as such provisions may be applicable.

Section 817. Representations and Warranties of the Bond Trustee. All Federal, State and local governmental, public, and regulatory authority approvals, consents, notices, authorizations, registrations, licenses, exemptions, and filings that are required to have been obtained or made by the Bond Trustee with respect to the authorization, execution, delivery, and performance by, or the enforcement against or by, the Bond Trustee of this Bond Indenture have been obtained and are in full force and effect and all conditions of such approvals, consents, notices, authorizations, registrations, licenses, exemptions, and filings have been fully complied with. The Bond Trustee has a combined capital and surplus of at least \$50,000,000 or, alternatively, a liability policy having the type of coverage and in an amount acceptable to the Authority and the Corporation. The Bond Trustee has an operations group of at least four (4) experienced trust officers, with primary responsibility for municipal bond issues. The Bond Trustee administers at least 25 municipal bond indentures aggregating at least \$25,000,000 under its administration.

ARTICLE IX

SUPPLEMENTAL BOND INDENTURES

Section 901. Supplemental Bond Indentures Not Requiring Consent of Bondholders. Subject to the limitation set forth in Section 902 hereof with respect to this Section 901, the Authority and the Bond Trustee may, with the prior written consent of the Credit Facility Provider, if any, any holder of 100% of the outstanding Series 2012A Bonds, and during an Index Period or when there are Unremarketed Bonds, the Purchaser, but without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Bond Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Bond Indenture;
- (b) to grant to or confer upon the Bond Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders and the Bond Trustee, or either of them;
- (c) to provide for the use of a Credit Facility or a Liquidity Facility including during any Interest Period with respect to which such a Credit Facility and a Liquidity Facility is not required under the terms of this Bond Indenture;
- (d) to assign and pledge under or subject to this Bond Indenture additional revenues, properties or collateral;
- (e) to evidence the appointment of a separate co-bond trustee or the succession of a new bond trustee hereunder;
- (f) to modify, amend or supplement this Bond Indenture or any indenture supplemental hereto in such manner as to permit the qualification of this Bond Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect or to permit the qualification of the Series 2012A Bonds for sale under the securities laws of any state of the United States;

(g) to provide for the utilization of a Substitute Credit Facility or a Substitute Liquidity Facility;

(h) to implement a conversion of the interest rate on all of the Series 2012A Bonds to a Fixed Rate Mode, as provided in this Bond Indenture, including but not limited to modifying, amending or supplementing the form of Series 2012A Bond to reflect, among other things, a change in the designated title of the Series 2012A Bonds and the fixing of an annual rate of interest;

(i) while the Series 2012A Bonds bear interest in a Daily Mode or Weekly Mode, for any reason, but only if the holders of the Series 2012A Bonds are given at least 30 days' written notice of the applicable supplemental Bond Indenture;

(j) to modify, amend or supplement this Bond Indenture or any indenture supplemental hereto in such manner as to permit continued compliance with the Tax Exemption Agreement;

(k) to modify, amend or supplement this Bond Indenture or any indenture supplemental hereto in such manner as to permit the issuance of coupon Series 2012A Bonds and to permit the exchange of Series 2012A Bonds from registered form to coupon form and vice versa;

(l) to provide for the book-entry transfer of the Series 2012A Bonds through a Securities Depository;

(m) to provide for the refunding, advance refunding or payment of any Series 2012A Bonds, including the right to establish and administer an escrow fund and to take related action in connection therewith;

(n) to provide for the loan of the Series 2012A Bond proceeds from the Corporation to any User other than St. John's or St. Joseph's Highland; and

(o) to make any change that, in the judgment of the Bond Trustee, does not materially adversely affect the rights of any Bondholders.

The Authority and the Bond Trustee may not enter into a bond indenture or indentures supplemental to this Bond Indenture pursuant to paragraph (k) of this Section 901 unless they shall have received a Favorable Opinion of Bond Counsel, with a copy to the Credit Facility Provider, if any, with respect to the issuance of coupon Series 2012A Bonds.

In addition, if at any time the Corporation shall request the Authority and the Bond Trustee to consent to any amendment pursuant to this Section, the Bond Trustee shall cause a copy of such amendment, change or modification to be mailed to the Credit Facility Provider, if any, and each Rating Agency at least 10 days prior to the execution and delivery of such amendment, change or modification.

Section 902. Supplemental Bond Indentures Requiring Consent of Bondholders. (a) In addition to supplemental indentures covered by Section 901 hereof and subject to the terms and

provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Series 2012A Bonds which are Outstanding hereunder at the time of the execution of such indenture or supplemental indenture, with the prior written consent of the Credit Facility Provider, if any, and, during an Index Mode or with respect to Unremarketed Bonds, the Purchaser, shall have the right, from time to time, anything contained in this Bond Indenture to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Bond Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular manner, any of the terms or provisions contained in this Bond Indenture or in any supplemental indenture; provided however, that, except as set forth in the next proviso and except during an Index Period or when there are Unremarketed Bonds, the Credit Facility Provider, if any, may consent to such amendment on behalf of the owners of the Series 2012A Bonds so long as the Credit Facility Provider has not lost any of its rights pursuant to Section 1311 hereof; provided, further however, that nothing in this Section contained or in Section 901 hereof shall permit, or be construed as permitting, a supplemental indenture to effect: (i) an extension of the maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying interest on, or reduction of any premium payable on the redemption of, any Series 2012A Bonds, without the consent of the owners of such Series 2012A Bonds; (ii) a reduction in the amount or extension of the time of any payment required to be made to or from the Interest Fund or the Bond Sinking Fund; (iii) the creation of any lien prior to or on a parity with the lien of this Bond Indenture on the property described in the Granting Clauses of this Bond Indenture or the deprivation of any Bondholders of the lien created by this Bond Indenture on such property, without the consent of the owners of all the Series 2012A Bonds at the time outstanding; (iv) a reduction in the aforesaid aggregate principal amount of Series 2012A Bonds the owners of which are required to consent to any such supplemental indenture, without the consent of the owners of all the Series 2012A Bonds at the time outstanding which would be affected by the action to be taken; or (v) a modification of the rights, duties or immunities of the Bond Trustee, without the written consent of the Bond Trustee.

(b) If at any time the Authority and the Corporation shall request the Bond Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Bond Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by registered or certified mail to the Credit Facility Provider and to the registered owners of the Series 2012A Bonds at their addresses as the same shall appear on the Bond Register. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Bond Trustee for inspection by all Bondholders. The Bond Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental indenture when consented to and approved as provided in this Section. If the owners of the requisite principal amount of Series 2012A Bonds which are outstanding hereunder at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Series 2012A Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Bond Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the

execution of any such supplemental indenture as in this Section permitted and provided, this Bond Indenture shall be and be deemed to be modified and amended in accordance therewith.

(c) During an Auction Period, the provisions contained in *Exhibit B* hereto, including, without limitation, the definitions therein, may be amended and this Bond Indenture may be amended in order to provide for the designation of two or more Auction Periods being applicable at the same time to the Bonds in an Auction Mode pursuant to Article IX of this Bond Indenture by satisfying the conditions of Section 2.08(b) of *Exhibit B* hereto.

Section 903. Consent of the Corporation. Anything herein to the contrary notwithstanding, so long as no Member is in default under the Master Indenture and the Corporation is not in default under the Loan Agreement, a supplemental indenture under this Article IX which adversely affects the rights of the Corporation under the Loan Agreement or the Corporation or any other Member under the Master Indenture shall not become effective unless and until the Corporation shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Bond Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture to which the Corporation has not already consented, together with a copy of the proposed supplemental indenture and a written consent form to be signed by the Corporation, to be mailed by certified or registered mail to the Corporation at least 30 days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 904. Right of Credit Facility Provider to Consent In Lieu of Bondholders. The foregoing notwithstanding, so long as the Credit Facility is in full force and effect and the Credit Facility Provider has not lost its rights pursuant to Section 1311 hereof, the Credit Facility Provider shall have the right to consent to any supplements or amendments to this Bond Indenture on behalf of the owners of the Series 2012A Bonds except during an Index Period or when there are Unremarketed Bonds.

ARTICLE X

AMENDMENTS TO THE LOAN AGREEMENT

Section 1001. Amendments, Etc. to Loan Agreement Not Requiring Consent. The Authority, the Corporation and the Bond Trustee may, with the prior written consent of the Credit Facility Provider, if any, any holder of 100% of the Series 2012A Bonds, and during an Index Period or when there are Unremarketed Bonds, the Purchaser, but without any other consent of or notice to the owners of the Series 2012A Bonds, consent to any amendment, change or modification of the Loan Agreement as shall not be inconsistent with the terms and provisions thereof and as may be required (a) by the provisions of this Bond Indenture or the Loan Agreement, (b) for the purpose of curing any ambiguity or formal defect or omission, (c) for the purpose of complying with the provisions of the Tax Exemption Agreement, (d) to provide for the loan of Series 2012A Bond proceeds from the Corporation to any User other than St. John's or St. Joseph's Highland; or (e) in connection with any other change therein which, in the judgment of the Bond Trustee, does not materially adversely affect the rights of the Bond Trustee or the owners of the Series 2012A Bonds, the Authority, the Corporation, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, and during an Index Period

or when there are Unremarketed Bonds, the Purchaser; provided, however, that nothing in this Section 1001 or 1002 shall permit, or be construed as permitting, any amendment, change or modification of the Loan Agreement that may result in anything described in clauses (i) through (v) of Section 902 (a) hereof, without the consent of each Bondholder affected.

Before the Authority shall enter into, and the Bond Trustee shall consent to, any modification, alteration, amendment or supplement to the Loan Agreement pursuant to this Section 1001, there shall have been delivered to the Authority and the Bond Trustee a Favorable Opinion of Bond Counsel stating that such modification, alteration, amendment or supplement is authorized or permitted by the Loan Agreement or this Bond Indenture and the Act, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the Authority in accordance with its terms and will not adversely affect any exemption from federal income taxation to which the interest on the Series 2012A Bonds would otherwise be entitled.

If at any time the Corporation shall request the Authority and the Bond Trustee to consent to any amendment pursuant to subsection (d) above, the Bond Trustee shall cause notice of the proposed execution of such amendment, change or modification to the Loan Agreement to be given to the Credit Facility Provider and the Rating Agencies and during an Index Period or when there are Unremarketed Bonds, the Purchaser, by first class mail, postage prepaid, at least 10 days prior to the execution of such amendment, change or modification to the Loan Agreement, which notice shall include a copy of the proposed amendment, change or modification.

Section 1002. Amendments, Etc. to Loan Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 1001 hereof, neither the Authority nor the Bond Trustee shall consent to any other amendment, change or modification of the Loan Agreement without the prior written consent, given and procured as in this Section provided, of the Credit Facility Provider, if any, and the owners of not less than a majority in aggregate principal amount of the Series 2012A Bonds which are outstanding hereunder at the time of execution of any such amendment, change or modification. If at any time the Authority and the Corporation shall request the consent of the Bond Trustee to any such proposed amendment, change or modification of the Loan Agreement, the Bond Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be mailed in the same manner as provided by Section 902 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Principal Office of the Bond Trustee for inspection by all Bondholders. The Bond Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such amendment, change or modification when consented to and approved as provided in this Section. If the owners of the requisite principal amount of Series 2012A Bonds which are outstanding hereunder at the time of the execution of any such amendment, change or modification shall have consented to and approved the execution thereof as herein provided, no owner of any Series 2012A Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Bond Trustee or the Authority from

executing the same or from taking any action pursuant to the provisions thereof. The foregoing notwithstanding, except during an Index Period or when there are Unremarketed Bonds, the Credit Facility Provider, if any, may consent to such amendments on behalf of the owners of the Series 2012A Bonds so long as the Credit Facility Provider has not lost any of its rights pursuant to Section 1311 hereof.

Before the Authority shall enter into, and the Bond Trustee shall consent to, any modification, alteration, amendment or supplement to the Loan Agreement pursuant to this Section 1002, there shall have been delivered to the Authority and the Bond Trustee a Favorable Opinion of Bond Counsel stating that such modification, alteration, amendment or supplement is authorized or permitted by the Loan Agreement or this Bond Indenture and the Act, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the Authority in accordance with its terms and will not adversely affect any exemption from federal income taxation to which the interest on the Series 2012A Bonds would otherwise be entitled.

Section 1003. No Amendment May Materially Adversely Alter Series 2012A Obligation. Under no circumstances shall any amendment to the Loan Agreement alter any Series 2012A Obligation or the payments of principal thereof and premium, if any, and interest thereon in any way which is materially adverse to the interests of the owners of the Series 2012A Bonds without the consent of the owners of all the Series 2012A Bonds then outstanding.

ARTICLE XI

SATISFACTION OF THE BOND INDENTURE

Section 1101. Defeasance. If the Authority or the Corporation shall pay or provide for the payment of the entire indebtedness on all Series 2012A Bonds outstanding (including, for the purpose of this Article, any Series 2012A Bonds held by any Member) in any one or more of the following ways:

(a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on all Series 2012A Bonds outstanding, as and when the same shall become due and payable;

(b) by depositing with the Bond Trustee, in trust and subject to the lien hereof, at or before the stated maturity, moneys (which shall be Eligible Moneys for payment of Series 2012A Bonds bearing interest in a Mode in which a Liquidity Facility is required) in an amount sufficient to pay or redeem (when redeemable) all Series 2012A Bonds outstanding (including the payment of premium, if any, and interest payable on such Series 2012A Bonds to the stated maturity or redemption date thereof), provided that such moneys, if invested, shall be invested in Government Obligations (or, if a Credit Facility is in effect during a Weekly Mode or a Daily Mode, United States Government Obligations maturing within 7 days) which are not prepayable or callable prior to, but mature on a date on or prior to, the date the moneys therefrom are anticipated to be required in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness

on all Series 2012A Bonds outstanding at or before their respective stated maturity dates, it being understood that the investment income on such Government Obligations may be used for any other purpose under the Act;

(c) by delivering to the Bond Trustee, for cancellation by it, all Series 2012A Bonds outstanding; or

(d) by depositing with the Bond Trustee, in trust and subject to the lien hereof, Government Obligations (or, if a Credit Facility is in effect during a Weekly Mode or a Daily Mode, United States Government Obligations maturing within 7 days) which are not prepayable or callable prior to, but mature on or prior to, the date the moneys therefrom are anticipated to be required (purchased with Eligible Moneys for payment of Series 2012A Bonds bearing interest in a Mode in which a Liquidity Facility is required) in such amount as will, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, and with any uninvested cash be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Series 2012A Bonds at or before their respective stated maturity dates;

and if the Authority or the Corporation shall pay or cause to be paid all other sums payable hereunder including all amounts owed the Credit Facility Provider, if any, and the Purchaser, if any, then and in that case this Bond Indenture and the estate and rights granted hereunder shall cease, determine and become null and void, and thereupon the Bond Trustee shall, upon Written Request of the Authority or the Corporation, and upon receipt by the Bond Trustee of an Officer's Certificate and an opinion of Independent Counsel (addressed to the Authority, the Bond Trustee and the Credit Facility Provider, if any), each stating that in the opinion of the signers all conditions precedent to the satisfaction and discharge of this Bond Indenture have been complied with, forthwith execute proper instruments acknowledging satisfaction of and discharging this Bond Indenture and the lien hereof and cancel the Series 2012A Obligation pledged hereunder and return the same to the Master Trustee. If the Series 2012A Bonds bear interest at a Daily Rate, a Weekly Rate or a Unit Pricing Rate and are rated by a Rating Agency, then the Bond Trustee and the Authority shall receive (a) evidence satisfactory to them that the moneys on deposit in the escrow established to advance refund such Series 2012A Bonds are in an amount sufficient to pay the principal of and interest on such Bonds at the Maximum Rate or are available on any date such Series 2012A Bonds may be tendered during the period prior to payment in full of principal, premium, if any, and interest payable on such Series 2012A Bonds, in which case the tendered Series 2012A Bonds shall be purchased with moneys on deposit in the escrow and shall be canceled, or (b) a written notice from each Rating Agency then maintaining a rating on the Bonds to be refunded that the rating on such Bonds will not be withdrawn, suspended or reduced from the rating borne by such Bonds immediately prior to such refunding.

The satisfaction and discharge of this Bond Indenture shall be without prejudice to the rights of the Bond Trustee to charge and be reimbursed by the Authority and the Corporation for any expenditures which they may thereafter incur in connection herewith as provided in Section 802 hereof.

Any moneys, funds, securities, or other property remaining on deposit in the Revenue Fund, the Interest Fund, the Bond Sinking Fund, the Expense Fund, the Redemption Fund, the

Project Fund or any other fund or investment under this Bond Indenture (other than said Government Obligations or other moneys deposited in trust as above provided and other than amounts on deposit in the Rebate Fund) shall, upon the full satisfaction of this Bond Indenture, forthwith be transferred, paid over and distributed to the Authority and the Corporation, as their respective interests may appear.

Upon compliance with Section 210 hereof, the Authority, the Corporation or any other Member may at any time surrender to the Bond Trustee for cancellation by it any Series 2012A Bonds previously authenticated and delivered, which the Authority, the Corporation or any other Member may have acquired in any manner whatsoever, and such Series 2012A Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

If the Authority shall pay or provide for the payment of the Bonds as hereinabove described, the Bond Trustee shall give written notice of such payment or provision for payment to the Credit Facility Provider, if any. In addition, prior to any provision for payment of any portion of the Series 2012A Bonds pursuant to Sections 1101(b) or 1101(d) above, the Credit Facility Provider shall have consented to any agreements providing for the forward purchase of Government Obligations which will be deposited with the Bond Trustee.

In addition, if provision for payment of any Series 2012A Bonds is made pursuant to subsection (b) or (d) above, the Corporation shall also deliver or cause to be delivered the following to the Bond Trustee and the Credit Facility Provider, if any:

- (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant, financial institution or other qualified expert as shall be acceptable to the Credit Facility Provider, if any verifying the sufficiency of the escrow established to pay the Series 2012A Bonds in full on the maturity or redemption date (a "Verification");
- (ii) an escrow deposit agreement (which shall be acceptable in form and substance to the Credit Facility Provider, if any);
- (iii) an opinion of Bond Counsel to the effect that the Series 2012A Bonds are no longer "Outstanding" under this Bond Indenture; and
- (iv) a certificate of discharge of the Bond Trustee with respect to the Series 2012A Bonds.

Each Verification and opinion of bond counsel shall be acceptable in form and substance, and addressed, to the Authority, the Bond Trustee and the Credit Facility Provider, if any.

Drafts of the documents referred to in (i), (ii), (iii) and (iv) above shall be delivered to the Credit Facility Provider, if any, and the Purchaser, if any, for its approval not less than five business days prior to the date of the establishment of such escrow.

Section 1102. Liability of the Authority Not Discharged. Upon the deposit with the Bond Trustee, in trust and subject to the lien hereof, at or before the stated maturity, of moneys or United States Government Obligations in the necessary amount to pay or redeem all

outstanding Series 2012A Bonds (whether upon or prior to stated maturity of such Series 2012A Bonds) and compliance with the other payment requirements of Section 1101 hereof, provided that if such Series 2012A Bonds are to be redeemed prior to the stated maturity thereof, notice of such redemption shall have been given as in Article V herein provided, or provisions satisfactory to the Bond Trustee shall have been made for the giving of such notice, and subject to the provisions of Section 1104 hereof, this Bond Indenture may be discharged in accordance with the provisions hereof but the liability of the Authority in respect of such Series 2012A Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or the United States Government Obligations deposited with the Bond Trustee as aforesaid.

Section 1103. Provision for Payment of a Portion of the Series 2012A Bonds. If the Authority shall pay or provide for the payment of a portion of the Series 2012A Bonds (including for the purposes of this Section 1103 any such Series 2012A Bonds held by a Member of the Obligated Group), in one or more of the following ways:

(a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on all such Series 2012A Bonds, as and when the same shall become due and payable;

(b) by depositing with the Bond Trustee, in trust and subject to the lien hereof, at or before the stated maturity, moneys (which shall be Eligible Moneys for payment of Series 2012A Bonds bearing interest in a Mode in which a Liquidity Facility is required) in an amount sufficient to pay or redeem (when redeemable) all such Series 2012A Bonds (including the payment of premium, if any, and interest payable on such Series 2012A Bonds to the stated maturity or redemption dates thereof), provided that such moneys, if invested, shall be invested in Government Obligations (or, if a Credit Facility is in effect during a Weekly Mode or a Daily Mode, United States Government Obligations maturing within 7 days), which are not prepayable or callable prior to, but mature on a date on or prior to, the date the moneys therefrom are anticipated to be required in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all such Series 2012A Bonds at or before their respective stated maturity dates; it being understood that the investment income on such Government Obligations may be used for any other purpose under the Act;

(c) by delivering to the Bond Trustee, for cancellation by it, all such Series 2012A Bonds; or

(d) by depositing with the Bond Trustee, in trust and subject to the lien hereof, Government Obligations (or, if a Credit Facility is in effect during a Weekly Mode or a Daily Mode, United States Government Obligations maturing within 7 days) which are not prepayable or callable prior to, but mature on a date on or prior to, the date the monies therefrom are anticipated to be required (purchased with Eligible Moneys for payment of Series 2012A Bonds bearing interest in a Mode in which a Liquidity Facility is required), in such amount as will, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, and any uninvested cash, be

fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all such Series 2012A Bonds at or before their respective stated maturity dates;

and if the Authority shall also pay or cause to be paid all other sums payable hereunder by the Authority with respect to such Series 2012A Bonds, and, if such Series 2012A Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Article V of this Bond Indenture provided or provisions satisfactory to the Bond Trustee shall have been made for the giving of such notice, such Series 2012A Bonds shall cease to be entitled to any lien, benefit or security under this Bond Indenture.

The liability of the Authority in respect of such Series 2012A Bonds, if any, shall continue but the holders thereof shall thereafter be entitled to payment (to the exclusion of all other Bondholders) only out of the moneys or Government Obligations deposited with the Bond Trustee as aforesaid.

If the Authority shall pay or provide for the payment of any portion of the Series 2012A Bonds as hereinabove described, the Bond Trustee shall give written notice of such payment or provision for payment to the Credit Facility Provider, if any. In addition, prior to any provision for payment of any portion of the Series 2012A Bonds pursuant to Sections 1103(b) or 1103(d) above, the Credit Facility Provider, if any, shall have consented to any agreements providing for the forward purchase of Government Obligations which will be deposited with the Bond Trustee.

In addition, if any Series 2012A Bonds are defeased pursuant to subsection (b) or (d) above, the Corporation shall also deliver or cause to be delivered the following to the Bond Trustee and the Credit Facility Provider, if any, and the Purchaser, if any:

- (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant, financial institution or other qualified expert as shall be acceptable to the Credit Facility Provider, if any, verifying the sufficiency of the escrow established to pay the Series 2012A Bonds in full on the maturity or redemption date (a "Verification");

- (ii) an escrow deposit agreement (which shall be acceptable in form and substance to the Credit Facility Provider, if any);

- (iii) an opinion of nationally recognized bond counsel to the effect that the Series 2012A Bonds are no longer "Outstanding" under this Bond Indenture; and

- (iv) a certificate of discharge of the Bond Trustee with respect to the Series 2012A Bonds.

Each Verification and opinion of bond counsel shall be acceptable in form and substance, and addressed, to the Authority, the Bond Trustee, the Credit Facility Provider, if any, and the Purchaser, if any.

Drafts of the documents referred to in (i), (ii), (iii) and (iv) above shall be delivered to the Credit Facility Provider, if any, and the Purchaser, if any, for its approval not less than five business days prior to the date of the establishment of such escrow.

Section 1104. When Provision for Payment is Not Permitted; Current Refundings. Provision for payment of the Series 2012A Bonds may not be made hereunder nor may this Bond Indenture be discharged if under any circumstances interest on any of the Series 2012A Bonds is thereby made subject to any federal income taxation to which such interest would not otherwise be subject. As a condition precedent to the provision for payment of any Series 2012A Bonds outstanding hereunder, the Bond Trustee shall obtain a Favorable Opinion of Bond Counsel addressed to the Bond Trustee (which Opinion may be based upon a ruling or rulings of the Internal Revenue Service) with respect to such provision for payment.

Notwithstanding any contrary provisions of this Article XI, in the case of any current refunding escrow established to pay all or a portion of the Series 2012A Bonds, such escrow shall comply with the following conditions:

- (i) The period between closing on any refunding bonds and redemption of the refunded bonds shall not exceed 90 days;
- (ii) the proceeds of the refunding issue shall be sufficient to redeem the refunded bonds without reinvestment income (i.e. shall be gross funded);
- (iii) should the proceeds be invested, such investment(s) must mature in an amount and at such time so that sufficient cash will be available to effect the redemption; and
- (iv) Investments, to be held in a fiduciary account, must be limited to:
 - (a) Cash; or
 - (b) United States Government Obligations.

Section 1105. Redemption After Satisfaction of Bond Indenture. Notwithstanding anything to the contrary herein, upon the provision for payment of the Series 2012A Bonds or a portion thereof through a date after any optional redemption date as specified in Section 1101(b) or (d) or Section 1103(b) or (d) hereof, the optional redemption provisions of Section 501(a) hereof allowing such Series 2012A Bonds to be called prior to maturity upon proper notice (notwithstanding provision for the payment of such Series 2012A Bonds having been made through a date after the first optional redemption date provided for in Section 501 hereof) shall remain available to the Authority, upon direction of the Corporation, unless, in connection with making the deposits referred to in those Sections, the Authority, at the direction of the Corporation, shall have irrevocably elected to waive any future right to call the Series 2012A Bonds or portions thereof for redemption prior to maturity. Notwithstanding anything to the contrary herein, upon the provision for payment of the Series 2012A Bonds or a portion thereof prior to the maturity thereof as specified in Section 1101(b) or (d) or Section 1103(b) or (d) hereof, the Authority, upon direction of the Corporation, may elect to pay such Series 2012A Bonds on the respective maturity dates therefor unless, in connection with making the deposits

referred to in those Sections, the Authority, at the direction of the Corporation, shall have irrevocably elected to waive such right to provide for the payment thereof on the maturity date. No such redemption or restructuring shall occur, however, unless the Corporation shall deliver on behalf of the Authority to the Bond Trustee (a) United States Government Obligations and/or cash sufficient to discharge such Series 2012A Bonds (or portion thereof) on the redemption or maturity date or dates selected, (b) an opinion of an independent certified public accountant, financial institution or other qualified expert verifying that such United States Government Obligations, together with the expected earnings thereon without reinvestment thereof, and/or cash will be sufficient to provide for the payment of such Series 2012A Bonds to the redemption or maturity dates, and (c) a Favorable Opinion of Bond Counsel. The Bond Trustee will give written notice of any such redemption or restructuring to the owners of the Series 2012A Bonds affected thereby.

ARTICLE XII

MANNER OF EVIDENCING OWNERSHIP OF SERIES 2012A BONDS

Section 1201. Proof of Ownership. Any request, direction, consent or other instrument required by this Bond Indenture to be signed and executed by Bondholders shall be deemed in all cases to refer to registered owners of the Series 2012A Bonds and may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction, consent or other instrument or of the writing appointing any such agent and of the registered ownership of Series 2012A Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Indenture and shall be conclusive in favor of the Bond Trustee and the Authority, with regard to any action taken by them, or any of them, under such request or other instrument, namely:

(a) the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments in such jurisdiction, that the person signing such writing acknowledged before the officer the execution thereof, or by an affidavit of a witness of such execution; and

(b) the ownership of Series 2012A Bonds and the amounts and registration numbers of such Series 2012A Bonds and the date of holding the same shall be proved by the Bond Register.

Any action taken or suffered by the Bond Trustee or Paying Agent pursuant to any provision of this Bond Indenture, upon the request or with the assent of any person who at the time is the registered owner of any Series 2012A Bond or Bonds, shall be conclusive and binding upon all future owners of the same Series 2012A Bond or Series 2012A Bonds.

In determining whether the registered owners of the required principal amount of Series 2012A Bonds outstanding have taken any action under this Bond Indenture, Series 2012A Bonds

owned by any Member or any Affiliate of such Member (unless the Members or such Affiliate own all Series 2012A Bonds which are then outstanding, determined without regard to this Section 1201) shall be disregarded and deemed not to be outstanding, except that for the purpose of determining whether the Bond Trustee shall be protected in relying on any such action, only such Series 2012A Bonds which the Bond Trustee knows are so owned shall be so disregarded.

ARTICLE XIII

MISCELLANEOUS

Section 1301. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Indenture or the Series 2012A Bonds is intended or shall be construed to give to any person other than the Authority, the Bond Trustee, the Credit Facility Provider, if any, during an Index Period or when there are Unremarketed Bonds, the Purchaser, the Corporation and the owners of the Series 2012A Bonds, any legal or equitable right, remedy or claim under or in respect to this Bond Indenture or any covenants, conditions and provisions herein contained; this Bond Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Authority, the Bond Trustee, the Corporation, the Credit Facility Provider, if any, during an Index Period or when there are Unremarketed Bonds, the Purchaser, and the owners of the Series 2012A Bonds as herein provided.

Section 1302. Severability. If any provision of this Bond Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Bond Indenture contained shall not affect the remaining portions of this Bond Indenture or any part thereof.

Section 1303. Notices. Except as otherwise provided in this Bond Indenture, it shall be sufficient service of any notice, request, complaint, demand or other paper on the following Persons if the same shall be duly mailed by registered or certified mail and addressed as follows:

To the Authority:

[REDACTED]

[REDACTED] Corporation:

[REDACTED]

To the Bond Trustee:

[REDACTED]

With a copy to:

[REDACTED]

To the Purchaser during any Index Rate Period or when there are Unremarketed Bonds, at the address provided to the Bond Trustee and the Corporation by the Purchaser.

or to such address as such Person may from time to time file with the other Persons whose addresses are set forth in this Section 1303.

The Bond Trustee shall give Written Notice to each owner of the Series 2012A Bonds of any change in the addresses of the Bond Trustee.

Section 1304. Counterparts. This Bond Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1305. Applicable Law. This Bond Indenture shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts performed wholly therein.

Section 1306. Bond Trustee as Holder of Series 2012A Obligation; Consent of the Credit Facility Provider and the Purchaser. The Bond Trustee shall be considered the holder of the Series 2012A Obligation for the purpose of giving certain consents and approvals under the Master Indenture; provided, however, that as long as the Credit Facility Provider, if any, has not lost its rights to consent pursuant to Section 1311 hereof, the Credit Facility Provider with the consent of the Purchaser during an Index Period or when there are Unremarketed Bonds shall have the right to direct the Bond Trustee, as the holder of the Series 2012A Obligation, to take any action or give any consent, approval or notice under the Master Indenture; provided further that, if there is no Credit Facility Provider or the Credit Facility Provider has lost its consent rights, during an Index Rate Period or when there are Unremarketed Bonds, the Purchaser shall have the right to direct the Bond Trustee as the holder of the Series 2012A Obligation, to take any action or give any consent, approval or notice under the Master Indenture.

The Credit Facility Provider, with the consent of the Purchaser during an Index Period or when there are Unremarketed Bonds, or, if there is no Credit Facility Provider or the Credit Facility Provider has lost its consent rights during an Index Rate Period or when there are Unremarketed Bonds, the Purchaser, shall have the right to consent to amendments to this Bond Indenture and in the Loan Agreement without the consent of the owners of the Series 2012A Bonds as and to the extent set forth in Sections 901 and 1001 hereto. Any action requiring consent of the Bondholders shall be deemed to also require the prior written consent of the Credit Facility Provider with the consent of the Purchaser during an Index Period or when there are Unremarketed Bonds, or, if there is no Credit Facility Provider or the Credit Facility Provider has lost its consent rights during an Index Rate Period or when there are Unremarketed Bonds, the Purchaser. Any and all notices required to be delivered to the Bondholders will be delivered to the Credit Facility Provider and during an Index Rate Period or when there are Unremarketed Bonds outstanding, the Purchaser.

Section 1307. Immunity of Officers, Employees and Members of Authority. No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Bond Indenture or Loan Agreement or Purchase Contract against any past, present or future member, officer, agent or employee of the Authority, or any incorporator, member, officer, employee, director or trustee of any successor corporation, as such, either directly or through the Authority or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, director, agent or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of this Bond Indenture or the Loan Agreement and the issuance of the Bonds.

Section 1308. Additional Notices to Rating Agencies. The Bond Trustee hereby agrees that if at any time (a) payment of principal of and interest on the Series 2012A Bonds is accelerated pursuant to the provisions of Section 703 hereof, (b) the Authority shall redeem the entire principal amount of the Series 2012A Bonds outstanding hereunder prior to the stated maturity, including without limitation, any optional or extraordinary redemption pursuant to Article V hereof, (c) a successor Bond Trustee, Tender Agent or Remarketing Agent is appointed hereunder, (d) any supplement to the Loan Agreement or this Bond Indenture shall become effective or any party thereto shall waive any provision of this Bond Indenture or the Loan Agreement, (e) the Authority shall provide for the payment of any portion of the Series 2012A Bonds pursuant to Article XI hereof, (f) there is a substitution, extension, expiration or termination of the Liquidity Facility, if any, or Credit Facility, if any, or an amendment of the Credit Facility, if any, Liquidity Facility, if any, or Reimbursement Agreement, if any, or (g) a mandatory purchase or change in Mode occurs, then, in each case, the Bond Trustee shall promptly give notice to each Rating Agency, which notice in the case of an event described in clause (d) of this Section 1308 shall include a copy of any such supplement, amendment, modification, alteration or waiver. Notice to Standard & Poor's shall be sent to Standard & Poor's, [REDACTED]

Notice to Fitch shall be sent to [REDACTED]

Section 1309. Unclaimed Moneys. Any moneys deposited with the Bond Trustee by the Authority or the Corporation in accordance with the terms and covenants of this Bond Indenture, in order to redeem or pay any Series 2012A Bond in accordance with the provisions of this Bond Indenture, and remaining unclaimed by the registered owner of the Series 2012A Bond for four (4) years after the date fixed for redemption or of Maturity, as the case may be, shall, if the Authority is not at the time to the knowledge of the Bond Trustee in default with respect to any of the terms and conditions of this Bond Indenture, or in the Series 2012A Bonds contained, be repaid by the Bond Trustee to the Corporation upon their written request therefor; and thereafter the registered owner of the Series 2012A Bond shall be entitled to look only to the Corporation for payment thereof, provided, however, that the Bond Trustee, before being required to make any such repayment, shall, at the expense of the Corporation, mail to the registered owner thereof at his address, as the same shall last appear on the Bond Register, a notice to the effect that said moneys have not been so applied and that after the date named in said notice any unclaimed balance of said moneys then remaining shall be returned to the Authority. If the Corporation makes arrangements satisfactory to the Authority and the Bond Trustee to indemnify the Authority and the Bond Trustee for any costs which it may incur due to the unavailability of moneys due to such investment, such moneys may be invested in accordance with Section 406 hereof. Investment income on any such unclaimed moneys received by the Bond Trustee shall be deposited as provided in Section 406 hereof until the final maturity or Redemption Date of the Series 2012A Bonds. Any such income generated after such date shall be deemed to be unclaimed moneys of the type referred to in the first sentence of this Section and shall be disposed of in accordance with such sentence.

Section 1310. Holiday. Except as otherwise provided herein, if the date for making any payment, performing any act or exercising any right, as provided in this Bond Indenture is not a

Business Day, such a payment may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Bond Indenture.

Section 1311. Rights of Credit Facility Provider and Liquidity Facility Provider. Anything contained in this Bond Indenture or in the Series 2012A Bonds to the contrary notwithstanding, the existence of all rights given to the Credit Facility Provider and the Liquidity Facility Provider hereunder with respect to the giving of consents or approvals or the direction of proceedings are expressly conditioned upon, respectively, a Credit Facility or Liquidity Facility being in effect and, if in effect, the Credit Facility Provider's or Liquidity Facility Provider's timely and full performance of the Credit Facility or Liquidity Facility. Any such rights shall not apply if (i) at any time there are no Series 2012A Bonds outstanding and all obligations under the Reimbursement Agreement have been paid in full, (ii) the Credit Facility Provider has failed to honor a properly presented and conforming request for payment or purchase, (iii) except in the case of a Credit Facility or Liquidity Facility provided by a bank under which payments are required to be made no less frequently than monthly, the Credit Facility Provider or Liquidity Facility Provider has been declared insolvent or bankrupt by a court of competent jurisdiction, an order or decree shall have been entered appointing a receiver, receivers, custodian or custodians for any of its assets or revenues, or any proceeding shall be instituted with the consent or acquiescence of the Credit Facility Provider or the Liquidity Facility Provider, as the case may be, or any plan shall be entered into by the Credit Facility Provider or the Liquidity Facility Provider for the purpose of effecting a composition between the Credit Facility Provider or the Liquidity Facility Provider and its creditors or for the purpose of adjusting the claims of such creditors, the Credit Facility Provider makes any assignment for the benefit of its creditors or the Credit Facility Provider or the Liquidity Facility Provider is generally not paying its debts as such debts become due or the Credit Facility Provider or the Liquidity Facility Provider files a petition in bankruptcy or under Title 11 of the United States Code, as amended, or (iv) the Credit Facility has been determined to be void or unenforceable by final judgment of a court of competent jurisdiction; provided, that this Section 1311 shall not in any way limit or affect the rights of the Credit Facility Provider or the Liquidity Facility Provider as a Bondholder, as subrogee of a Bondholder or as assignee of a Bondholder or to otherwise be reimbursed and indemnified for its costs and expenses and other payments on or in connection with the Series 2012A Bonds either by operation of law or at equity or by contract.

Section 1312. Provisions for Payment of Expenses. The Authority shall not be obligated to execute any documents or take any other action under or pursuant to this Bond Indenture, the Loan Agreement, the Series 2012A Obligation or any other document in connection with the Series 2012A Bonds unless and until provision for the payment of expenses of the Authority, including legal counsel fees, shall have been made. Provisions for expenses shall be deemed to have been made upon arrangements reasonably satisfactory to the Authority for the provision of expenses being agreed upon by the Authority and the party requesting such execution.

IN WITNESS WHEREOF, the ILLINOIS FINANCE AUTHORITY has caused these presents to be signed in its name and on its behalf by its Executive Director and to evidence its acceptance of the trusts hereby created, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. has caused these presents to be signed in its name and on its behalf by its Authorized Officer, all as of the day and year first above written.

ILLINOIS FINANCE AUTHORITY



Executive Director

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

By: _____
Authorized Officer

IN WITNESS WHEREOF, the ILLINOIS FINANCE AUTHORITY has caused these presents to be signed in its name and on its behalf by its Executive Director and to evidence its acceptance of the trusts hereby created, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. has caused these presents to be signed in its name and on its behalf by its Authorized Officer, all as of the day and year first above written.

ILLINOIS FINANCE AUTHORITY

By: _____
Executive Director

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


Authorized Officer

EXHIBIT A

[Form of Series 2012A Bond]

UNITED STATES OF AMERICA

STATE OF ILLINOIS

ILLINOIS FINANCE AUTHORITY

REVENUE BOND, SERIES 2012A

(HOSPITAL SISTERS SERVICES, INC. — OBLIGATED GROUP)

Registered No. R-_____

\$_____

MATURITY DATE

DATED DATE

_____, _____

_____, _____

PRINCIPAL SUM:

REGISTERED OWNER:

RATE PERIOD:

The ILLINOIS FINANCE AUTHORITY, a body politic and corporate of the State of Illinois created under the Illinois Finance Authority Act, as amended (the “Act”) (the “Authority”), for value received, hereby promises to pay in lawful money of the United States of America to the registered owner set forth above, or registered assigns, on the maturity date specified above, unless this Bond is redeemable and has previously been called for redemption and payment of the redemption price made or provided for, but solely from amounts available under the Bond Trust Indenture dated as of October 1, 2012 (the “Bond Indenture”) between the Authority and The Bank of New York Mellon Trust Company, N.A. as bond trustee (the “Bond Trustee”), amounts payable under the hereinafter defined Loan Agreement (other than Unassigned Rights) and Use Agreement, moneys held by the Bond Trustee under the Bond Indenture and payments on the Series 2012A Obligation (all as hereinafter referred to), which amounts and payments are pledged and assigned for the benefit and payment hereof pursuant to the Bond Indenture and not otherwise, upon surrender hereof, the principal sum set forth above and to pay interest thereon as provided in the Bond Indenture.

Capitalized terms not defined herein shall have the meanings set forth in the Bond Indenture.

THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON ARE SPECIAL, LIMITED OBLIGATIONS OF THE AUTHORITY, SECURED AS AFORESAID AND PAYABLE SOLELY OUT OF THE REVENUES AND INCOME DERIVED FROM THE LOAN AGREEMENT, THE SERIES 2012A OBLIGATION AND AS OTHERWISE PROVIDED

IN THE BOND INDENTURE AND THE LOAN AGREEMENT. THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR AN OBLIGATION OF THE AUTHORITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE PURVIEW OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS, IF ANY, OR ANY OF THEM. THE AUTHORITY DOES NOT HAVE THE POWER TO LEVY TAXES FOR ANY PURPOSES WHATSOEVER. NO OWNER OF THIS BOND SHALL HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY ANY PRINCIPAL INSTALLMENT OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

General

This Bond is one of a duly authorized Series of Bonds designated “Illinois Finance Authority Revenue Bonds, Series 2012A (Hospital Sisters Services, Inc. — Obligated Group)” (the “Series 2012A Bonds” or the “Bonds”) in a maximum principal amount of \$120,415,000. All of the Series 2012A Bonds are equally secured by the pledge and covenants made in the Bond Indenture, except to the extent otherwise provided therein.

The Series 2012A Bonds are issued under the Bond Indenture for the purpose of loaning funds to Hospital Sisters Services, Inc., an Illinois not for profit corporation (the “Corporation”), for the benefit of St. John’s Hospital of the Hospital Sisters of the Third Order of St. Francis (“St. John’s”), and St. Joseph’s Hospital of the Hospital Sisters of the Third Order of St. Francis (“St. Joseph’s-Highland”), and, if such entities execute the Use Agreement (as defined in the Bond Indenture), St. Elizabeth’s Hospital of the Hospital Sisters of the Third Order of St. Francis (“St. Elizabeth’s”), St. Joseph’s Hospital, Breese, of the Hospital Sisters of the Third Order of St. Francis (“St. Joseph’s-Breese”), St. Mary’s Hospital, Decatur, of the Hospital Sisters of the Third Order of St. Francis, (“St. Mary’s-Decatur”), St. Anthony’s Memorial Hospital of the Hospital Sisters of the Third Order of St. Francis (“St. Anthony’s”), St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis (“St. Francis”) and St. Mary’s Hospital, Streator, of the Hospital Sisters of the Third Order of St. Francis (“St. Mary’s-Streator” and, together with St. John’s, St. Joseph’s-Highland, St. Elizabeth’s, St. Joseph’s-Breese, St. Mary’s-Decatur, St. Anthony’s, and St. Francis, the “Users”), each an Illinois not for profit corporation, to (i) pay or reimburse the Users for the payment of a portion of the costs of acquiring, constructing, renovating, remodeling and equipping certain health facilities in Illinois, and (ii) pay certain expenses incurred in connection with the issuance of the Series 2012A Bonds, all as permitted under the Act. Said Series 2012A Bonds are to be secured in part by the Direct Note Obligation, Series 2012A-1 (Illinois Finance Authority) (the “Series 2012A Obligation”) of the Corporation in the principal amount of \$120,415,000, issued under and pursuant to a Second Amended and Restated Master Trust Indenture dated as of October 1, 2012 (the “Second Amended and Restated Master Indenture”), as supplemented and amended by the First Supplemental Master Trust Indenture dated as of October 1, 2012, and as it may be further supplemented and amended from time to time (collectively, the “Master Indenture”), among the Corporation, the other Members of the Obligated Group named therein and The Bank of New York Mellon Trust

Company, N.A., as successor master trustee (the “Master Trustee”). Said loan by the Authority to the Corporation will be made under and secured by a Loan Agreement dated as of October 1, 2012 (the “Loan Agreement”) between the Corporation and the Authority. The terms of the Loan Agreement will require payments by the Corporation which, together with other moneys available therefor, will be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 2012A Bonds.

The Series 2012A Bonds are all issued under and equally and ratably secured by and entitled to the security of the Bond Indenture duly executed and delivered by the Authority to the Bond Trustee, pursuant to which Bond Indenture the Series 2012A Obligation is pledged and assigned and all of the right, title and interest of the Authority in and to the Loan Agreement (excluding Unassigned Rights) and to the Use Agreement are assigned by the Authority to the Bond Trustee as security for the Series 2012A Bonds. Pursuant to the terms and conditions contained in the Master Indenture, any Member may incur additional Indebtedness and issue additional Obligations (as such terms are defined in the Master Indenture) to the Authority or to parties other than the Authority, which need not be pledged under the Bond Indenture but which, in the case of additional Obligations, may be equally and ratably secured with the Series 2012A Obligation or which, in either case, may be entitled to Liens upon the Property of the Obligated Group (as such terms are defined in the Master Indenture) or other security in addition to any Liens or other security which secures all Obligations. The Members of the Obligated Group have previously issued certain indebtedness and guaranties secured by the Master Trust Indenture (as Amended and Restated) dated as of December 1, 2003, as amended and restated by the Second Amended and Restated Master Indenture, among the Corporation, the other Members of the Obligated Group named therein, and the Master Trustee, which will be equally and ratably secured with the Series 2012A Obligation by the Master Indenture.

Reference is made to the Bond Indenture, to all indentures supplemental thereto, to the Master Indenture, to all indentures supplemental thereto, and to the Loan Agreement and to all amendments thereto for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Authority, the Bond Trustee and the Master Trustee, the rights of the owners of the Series 2012A Bonds, the issuance of additional Indebtedness and additional Obligations and the terms on which such additional Indebtedness and additional Obligations are or may be issued and secured, to all of which provisions the owner hereof by the acceptance of this Bond assents.

This Bond is registered on the Bond Register and may be transferred by the registered owner hereof at the written request of such registered owner in person or by his duly authorized attorney, but only in the manner, subject to the limitations and upon the payment of the charges provided in the Bond Indenture and upon surrender and cancellation of this Bond. Upon such transfer, a new fully registered bond or bonds, without coupons, of like date and tenor in authorized denominations, of the same maturity and interest rate and for the same aggregate principal amount, will be issued to the transferee in exchange therefor. The Authority, the Bond Trustee, the Corporation and any Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, Purchase Price and interest due hereon and for all other purposes, and neither the Authority, the Bond Trustee, the Corporation nor any Paying Agent shall be affected by any notice to the contrary. Except for transfers or exchanges

in connection with tenders permitted or required to be made under the Bond Indenture, the Authority and the Bond Trustee will not be required to register the transfer of or exchange any Bond after notice calling such Bond or portion thereof for redemption has been given as provided in the Bond Indenture, or during the period of 15 days next preceding the mailing of notice of redemption of Series 2012A Bonds.

The principal or Redemption Price of the Series 2012A Bonds shall be payable by check in lawful money of the United States of America upon presentation at the Principal Office of the Bond Trustee to the registered owners of the Series 2012A Bonds on such date. Interest on the Series 2012A Bonds shall be paid to the Person whose name appears on the Bond Register as the holder thereof as of the close of business on the Record Date for each Interest Payment Date. Payment of the interest on any Series 2012A Bonds during a Unit Pricing Mode shall be made by wire transfer in immediately available funds to an account within the United States of America designated by such holder; provided that the Purchaser shall not be required to present its Series 2012A Bonds in order to receive payments of principal during an Index Period or with respect to Unremarketed Bonds.

From and including the date of initial issuance of the Series 2012A Bonds, the Series 2012A Bonds shall bear interest at an Index Rate. Under the terms of the Bond Indenture, Series 2012A Bonds bearing interest at an Index Rate are referred to as being in the “Index Mode.” Interest on the Series 2012A Bonds in the Index Mode shall be computed on the basis of a 360-day year for the number of days actually elapsed.

Definitions

To the extent not defined herein, the terms used in this Series 2012A Bond shall have the meanings as set forth in the Bond Indenture:

“*Adjusted LIBOR Rate*” means a rate per annum determined by the Index Agent in accordance with the following formula:

$$\text{Adjusted LIBOR Rate} = \frac{\text{LIBOR}}{100\% - \text{Reserve Percentage.}}$$

“*Adjusted One Month LIBOR Rate*” means, on any date of determination, the interest rate per annum equal to the sum of (i) 2.5% (250 basis points) and (ii) the Adjusted LIBOR Rate for an interest period of one month on such day (or if such day is not a London business day, the immediately preceding London business day).

“*Applicable Factor*” means (i) during the initial Index Period, 74% and (ii) during any other Index Rate Period, 74%, or such other percentage or percentages as may be designated in writing by the Index Agent as the Applicable Factor(s) for such Index Rate Period pursuant to the provisions herein under the caption “Conversion to Index Mode or Continuation in Index Mode for a Different Index Rate Period; Determination of Index Rates; Method of Determining Index Rate.”

“Applicable Spread” means:

With respect to the initial Index Period, initially 100 basis points, which Applicable Spread is subject to the maintenance of the current ratings assigned by Fitch and S&P to the senior, long-term unenhanced indebtedness of the Obligated Group issued or secured pursuant to the Master Indenture (“Obligor Ratings”). In the event of a change in the Obligor Ratings, the Applicable Spread shall be the number of basis points associated with such new rating as set forth in the following schedule:

<u>Obligor Rating</u>			<u>Applicable Spread</u>
<u>Fitch</u>	<u>S&P</u>	<u>Moody’s</u>	
AA- or higher	AA- or higher	Aa3 or higher	1.00%
A+	A+	A1	1.10%
A	A	A2	1.20%
A-	A-	A3	1.30%
BBB+	BBB+	Baa1	1.40%
BBB	BBB	Baa2	1.50%
Below BBB	Below BBB	Baa2	Default Rate

In the event of a split rating from S&P, Fitch or Moody’s (to the extent Moody’s provides an Obligor Rating at the request of the Obligated Group), the lowest rating shall prevail for the purposes of determining the Applicable Spread. In the event of the adoption of any new or changed rating system by any of the Rating Agencies after the date of the Bond Indenture, including, without limitation, any recalibration or realignment of any Obligor Ratings in connection with the adoption of a “global” rating scale, each rating referred to in the table above shall be deemed to refer to the Rating Category under the new rating system which most closely approximates the applicable Rating Category currently in effect. Any change in the Applicable Spread shall become effective and be utilized in calculations of the Index Rate on the date of such change of the Obligor Ratings or on the date of any withdrawal, suspension or unavailability of the Obligor Ratings.

“Base Rate” means, for any date, a rate per annum equal to the highest of (i) the Prime Rate and (ii) the Adjusted One Month LIBOR Rate.

“Earliest Redemption Date” means the earliest date, if any, on which an Index Bond may be called for optional redemption. During the initial Index Period, the Index Bonds may not be redeemed unless consented to in writing by the Purchaser upon payment of such premium as is acceptable to the Purchaser.

“Index” means LIBOR during the initial Interest Period during the initial Index Mode and, thereafter during an Index Mode, shall be LIBOR or any different index selected by the Corporation pursuant to the provisions herein under the caption “Conversion to Index Mode or Continuation in Index Mode for a Different Index Rate Period; Determination of Index Rates; Method of Determining Index Rate.”

“Index Agent” means: (a) for the initial Interest Period in the initial Index Mode, the Initial Purchaser; and (b) for any subsequent Interest Period in the Index Mode, the Initial Purchaser or, if the Initial Purchaser will not hold all of the Series 2012A Bonds as of the first day of such Interest Period, such other financial institution or financial advisory firm as designated by the Corporation and acceptable to the Initial Purchaser if it will hold any Series 2012A Bonds on the first day of such Interest Period and each subsequent Purchaser which will hold any Series 2012A Bonds on the first day of such Interest Period pursuant to the provisions herein under the caption “Continuation in Index Mode: Establishment of Purchase Date and Earliest Redemption Date,” or under the caption “Continuation in Index Mode: Establishment of Purchase Date and Earliest Redemption Date” as applicable.

“Index Bond Default Rate” means such interest rate as is designated in writing by the Index Agent as the interest rate to be in effect during an Interest Period during an Index Mode when an Event of Default has occurred and is continuing under the Bond Indenture, all pursuant to the provisions herein under the caption “Conversion to Index Mode or Continuation in Index Mode for a Different Index Rate Period; Determination of Index Rates; Method of Determining Index Rate” and other provisions of the Bond Indenture, it being understood that such interest rate may consist of an index such as a prime rate or LIBOR, in either case, plus a spread. During the initial Interest Period in the initial Index Mode, the Index Bond Default Rate shall be the rate set forth in the first paragraph under the caption “Calculation and Notice of Index Rate; Terms of Initial Index Bonds; Remarketing Agent” herein.

“Index Bond Unremarketed Rate” means such interest rate as is designated in writing by the Index Agent as the interest rate to be in effect at the end of an Interest Period in an Index Mode for Unremarketed Bonds unless an Event of Default under the Bond Indenture has occurred and is continuing, all pursuant to the provisions herein under the caption “Conversion to Index Mode or Continuation in Index Mode for a Different Index Rate Period; Determination of Index Rates; Method of Determining Index Rate” and the other provisions of the Bond Indenture, it being understood that such interest rate may consist of an index such as a prime rate or LIBOR, in either case, plus a spread. During the initial Interest Period in the initial Interest Mode, the Index Bond Unremarketed Rate shall be the rate set forth in the first paragraph under the caption “Calculation and Notice of Index Rate; Terms of Initial Index Bonds; Remarketing Agent.”

“Index Bonds” means Series 2012A Bonds that bear interest in the Index Mode.

“Index Mode” means the Mode during which any Series 2012A Bonds bear interest at the Index Rate.

“Index Rate” means an interest rate that is determined with respect to any Series 2012A Bonds in the Index Mode pursuant to the provisions herein under the caption “Calculation and

Notice of Index Rate; Terms of Initial Index Bonds; Remarketing Agent”; provided, however, that the Index Rate shall never exceed the Maximum Rate.

“Index Rate Conversion Date” means a date on which the Series 2012A Bonds begin to bear interest at Index Rates and any date on which there is a change from one Index Rate Period to another Index Rate Period (including, without limitation, the Initial Purchase Date).

“Index Rate Period” or *“Index Period”* means a period in which the Series 2012A Bonds bear interest at the Index Rate pursuant to the provisions herein under the caption “Conversion to Index Mode or Continuation in Index Mode for a Different Index Rate Period; Determination of Index Rates; Method of Determining Index Rate” and other provisions of the Bond Indenture.

“Initial Purchaser” means JPMorgan Chase Bank, National Association as the initial purchaser of the Series 2012A Bonds under the Purchase Contract and any successors and assigns permitted under the terms of the Supplemental Bondholder’s Agreement.

“Interest Payment Date” means (1) the first Business Day of each month, (2) any Mode Change Date; and (3) the Maturity Date of the Series 2012A Bonds.

“Interest Period” means, during an Index Mode, a period commencing on a Rate Determination Date and ending on the next scheduled Purchase Date if the Series 2012A Bonds tendered are purchased in accordance with the provisions of the Bond Indenture or, if such Series 2012A Bonds are not so purchased on such Purchase Date, ending on the earlier to occur of the date on which such Series 2012A Bonds are purchased or the applicable Maturity Date.

“LIBOR” means, (a) with respect to the Index Mode, the rate per annum determined on the basis of the rate of deposits in U.S. dollars offered for a term of one month, which rate appears on the display designated on the Moneyline Telerate (Page 3750) (or such other page as may replace the Moneyline Telerate (Page 3750) or such other service or services as may be nominated by the British Bankers’ Association for the purpose of displaying London interbank offered rates in U.S. dollar deposits), determined at approximately 11:00 a.m., London time, on the date of determination, or if such rate is not available, another rate determined by the Index Agent and, with respect to which, the Index Agent has provided the Bond Trustee written notice of the same; and (b) on any date of determination for an Auction Period, the offered rate (rounded up to the next highest one one-thousandth of one percent (0.001%)) for deposits in U.S. dollars for a three-month period which appears on Telerate Page 3750 (or such other page as may replace that page on that service, or such other service as may be nominated by the British Bankers’ Association, for the purpose of displaying London interbank offered rates for U.S. dollar deposits) as of 11:00 A.M., London time, on the day that is two Business Days preceding the Reset Date.

“Maximum Rate” means the lesser of 25% per annum and the maximum interest rate permitted by law.

“Mode Change Date” means the day following the last day of one Mode for a Series 2012A Bond on which another Mode begins.

“Prime Rate” means, for any day, the rate of interest per annum publicly announced from time to time by the Purchaser as its prime rate in effect (it being understood that such prime rate for commercial lending may not be the best or lowest rate offered by the Purchaser). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

“Purchase Contract” means the Purchase Contract dated September 25, 2012 among the initial Purchaser, the Members of the Obligated Group and the Authority providing for the sale of the Series 2012A Bonds.

“Purchaser” means during any Index Rate Period or with respect to Unremarketed Bonds, the owner of the Series 2012A Bonds, provided, that there is a single owner of all of the Series 2012A Bonds and provided, further, that the Series 2012A Bonds are not then held under a book-entry system. If there is more than one owner of the Series 2012A Bonds, “Purchaser” means owners owning a majority of the aggregate principal amount of the Series 2012A Bonds outstanding. If the Series 2012A Bonds are then held under a book-entry system, “Purchaser” means the beneficial owner of the Series 2012A Bonds, provided that there is a single beneficial owner of all of the Series 2012A Bonds. If there is more than one beneficial owner of the Series 2012A Bonds, “Purchaser” means beneficial owners who are the beneficial owners of a majority of the aggregate principal amount of the Series 2012A Bonds outstanding.

“Remarketing Agent” means any remarketing agent (which may be the Purchaser) appointed by the Corporation in accordance with the provisions of the Bond Indenture and not objected to by the Authority and at the time serving as such under the Remarketing Agreement.

“Rate Determination Date” means, with respect to Index Bonds, the date on which the interest rate or rates with respect to some or all of the Index Bonds shall be calculated, which shall be (i) the first day of the Index Rate Period and (ii) thereafter, the first calendar day of each month.

“Supplemental Bondholder’s Agreement” means the Supplemental Bondholder’s Agreement dated as of October 1, 2012, as supplemented and amended from time to time, among the initial Purchaser and the Members of the Obligated Group during the initial Interest Period in the initial Index Mode and any other agreement among the Corporation and any other Member of the Obligated Group and the initial Purchaser or any subsequent Purchaser during any subsequent Interest Period during an Index Mode which such agreement is designated as a Supplemental Bondholder’s Agreement by the Corporation.

“Tender Agent” means any tender agent appointed in accordance with the provisions of the Bond Indenture. Initially, the Bond Trustee will act as Tender Agent.

“Unremarketed Bonds” means Series 2012A Bonds with respect to which the holders have not received payment of the Mandatory Purchase Price on the Purchase Date at the end of an Interest Period during an Index Mode.

Calculation and Notice of Index Rate; Terms of Initial Index Bonds; Remarketing Agent

(i) The Index Rate for each Index Bond shall be calculated on each Rate Determination Date by the Index Agent and shall be equal to the product of (A) the Index on the Rate Determination Date plus the Applicable Spread and (B) the Applicable Factor, calculated to 1/1000 of one percent; provided that: (I) with respect to any Index Bonds described in the third paragraph under the caption “Continuation in Index Mode; Establishment of Purchase Date and Earliest Redemption Date,” the Index Rate shall be the Maximum Rate; (II) the Index Rate for Unremarketed Bonds immediately following the initial Index Period shall be the Base Rate plus 3.00% (unless an Event of Default has occurred and is continuing) and thereafter the Index Rate for Unremarketed Bonds immediately following any subsequent Index Period shall be the Maximum Rate, unless the Index Agent has specified a lesser Index Bond Unremarketed Rate to be in effect for a specified period of time, in which case the Index Rate shall be the Index Bond Unremarketed Rate so specified for such period of time unless an Event of Default has occurred and is continuing; and (III) so long as an Event of Default has occurred and is continuing, the Index Rate shall be the Maximum Rate unless the Index Agent has specified a lesser Index Bond Default Rate for when an Event of Default has occurred and is continuing, in which case the Index Rate shall be the lesser Index Bond Default Rate so specified, except during the initial Index Period when the Index Rate shall be equal to the Base Rate plus 4.00%.

Index Bonds with different Interest Periods and/or different Earliest Redemption Dates may have different Applicable Spreads. During the initial Index Period all Index Bonds shall have the same Interest Period and Applicable Spreads.

(ii) Interest on an Index Bond shall accrue on the basis of the actual number of days elapsed during the Interest Period based on a year of 360 days. Interest shall accrue on each Index Bond from the date of issuance of the Series 2012A Bonds and, in the case of a subsequent conversion to the Index Mode, from the Index Rate Conversion Date, to the date immediately preceding the first calendar day of the next succeeding month and thereafter shall accrue from the first calendar day of each month to the day immediately preceding the first calendar day of the next succeeding month or the end of such Index Period if it terminated prior to the first calendar day of the next succeeding month. Interest shall be paid on those dates and as provided in the Bond Indenture.

(iii) If pursuant to the provisions summarized herein under the captions “Continuation in Index Mode; Establishment of Applicable Spread, Etc.” or “Conversion to Index Mode or Continuation in Index Mode for a Different Index Rate Period; Determination of Index Rates; Method of Determining Index Rate” the Index Agent adjusts the Applicable Factor or Factors, Applicable Spread or Spreads, Index Bond Default Rate or Index Bond Unremarketed Rate for a specified period for an Index Bond to be effective the first day of a new Interest Period for such Index Bond, then the Index Rate during such new Interest Period shall be determined by the Index Agent using the Index and such adjusted Applicable Factor or Factors, Applicable Spread or Spreads, Index Bond Default Rate or Index Bond Unremarketed Rate and specified effective period, as the case may be.

(iv) Each Index Rate, as determined above, shall apply to the period of time:

(A) commencing on and including each Rate Determination Date; and

(B) ending on and including the day (whether a Business Day or not) immediately preceding the next Rate Determination Date.

(vi) While any Series 2012A Bonds are in the Index Mode, a Remarketing Agent shall be appointed pursuant to the provisions of the Bond Indenture which may be a Purchaser.

Notices of Index Rates. The Index Agent shall calculate the Index Rate for each Index Bond during its Interest Period as provided under this caption, and shall furnish such Index Rate to the Bond Trustee, the Purchaser (if the Index Agent is different from the Purchaser) and the Corporation, by Electronic Means no later than the Business Day next succeeding each Rate Determination Date. The determination of any rate by the Index Agent shall be conclusive and binding upon the Authority, the Corporation, the Bond Trustee and the holders absent manifest error. In determining the interest rate or rates that the Series 2012A Bonds shall bear as provided under this caption, the Index Agent shall have no liability to the Authority, the Corporation, any of the other Members, the Bond Trustee and the holders except for its gross negligence or willful misconduct.

The Bond Trustee shall, no later than the 3rd Business Day preceding each Interest Payment Date, notify the Corporation in writing of the total amount of interest payable on all Index Bonds on such Interest Payment Date and provide information showing the interest calculated for each Index Bond that bears interest at a different Index Rate; provided, however, if at the time of such notice, the Index Rate to be in effect until such Interest Payment Date has not yet been determined, the Bond Trustee shall use the Maximum Rate for such Index Bonds for the number of days that the Index Rate is not yet determined. Upon the request of a holder of an Index Bond, the Bond Trustee shall confirm by telephone the Index Rate then in effect for such Index Bond. In lieu of the notifications provided in the preceding sentences, the Bond Trustee may make such information available by readily accessible Electronic Means.

Continuation in Index Mode: Establishment of Purchase Date and Earliest Redemption Date.

(i) No later than 35 days prior to each Purchase Date (the “Proximate Purchase Date”) for each Index Bond (the “Existing Index Bond”), the Corporation, on behalf of the Authority, shall furnish written direction to the Bond Trustee, the Remarketing Agent, the Tender Agent and the Purchaser:

(A) stating whether such Existing Index Bond shall continue in the Index Mode after such Proximate Purchase Date and shall be remarketed on such Proximate Purchase Date as an Index Bond (the “Continuing Index Bond”) which continuation shall be deemed to be a conversion to a different Index Rate Period; and

(B) stating for such Continuing Index Bond, its new Purchase Date, which shall be a Business Day, and its new Earliest Redemption Date, if any. The Corporation may specify different Purchase Dates and different Earliest Redemption Dates for specified principal amounts of Existing Index Bonds. For such Continuing Index Bond, the Corporation may designate a new Index Agent which is acceptable in its sole discretion to the Purchaser holding any Series 2012A Bonds on the first day of such new

Interest Period and may appoint a new Remarketing Agent pursuant to the provisions of the Bond Indenture.

If such direction states that less than 100% of the Outstanding principal amount of an Existing Index Bond shall remain in the Index Mode, then such direction shall also state, with respect to the remaining principal amount of such Existing Index Bond, the Mode(s) into which such balance shall be converted on such Proximate Purchase Date, which direction for a Mode conversion shall be governed by the provisions herein under the caption "Changes In Mode." The directions described in the previous paragraph shall be given by the Corporation by Electronic Means.

(ii) If the Corporation (A) fails to give the direction described in the first paragraph under this caption with respect to the entire principal amount of the Existing Index Bonds that are scheduled to be purchased on the same Proximate Purchase Date, (B) if such direction states that less than 100% of the principal amount of such Existing Index Bonds is to continue in the Index Mode and fails to give the direction described herein under the caption "Changes In Mode" specifying the Mode(s) to which the balance of such Existing Index Bonds is to be converted on such Proximate Purchase Date, or (C) does not appoint a new Index Agent when required pursuant to the provisions of the Bond Indenture then the Corporation shall be deemed to have given a written direction pursuant to the first paragraph under this caption with respect to 100% of the principal amount of such Existing Index Bond, which direction: (I) specifies a new Purchase Date and a new Earliest Redemption Date, which shall each be seven (7) days after such Proximate Purchase Date, and (II) appoints the existing Remarketing Agent to remarket such Index Bonds on such Proximate Purchase Date pursuant to the provisions summarized herein under the caption "Continuation in Index Mode; Establishment of Applicable Spread, Etc.". If a new Purchase Date of 7 days is determined pursuant to the foregoing provisions of this paragraph for an Index Bond, then such Index Bond shall (A) remain in the Index Rate Period, (B) bear interest at the Maximum Rate or such other rate as provided in the Bond Indenture and (C) have successive new Interest Periods of 7 days, until the Corporation designates a new Purchase Date pursuant to the first paragraph under this caption (the "New Purchase Date") for such Index Bond and, if the existing Index Agent has previously failed to establish the Index Rate, designates a new Index Agent, and if a Remarketing Agent is required and has not previously been appointed, appoints a Remarketing Agent; provided that such designation may be made on any Business Day prior to the next occurring Purchase Date, which provides a period of time acceptable to the Remarketing Agent, if any, to re-market such Index Bond on the New Purchase Date.

(iii) If the Corporation does not appoint, pursuant to subsection (B) in the first paragraph under this caption, a new Remarketing Agent to remarket the Continuing Index Bonds on their Proximate Purchase Date or if a Remarketing Agent had not previously been appointed by the Corporation, then the Index Agent shall be deemed to be appointed the Remarketing Agent for the purpose of remarketing the Continuing Index Bonds on their Proximate Purchase Date.

(iv) Upon receipt of the direction described in the first paragraph under this caption or upon a failure described in third paragraph under this caption of the Corporation to give such direction, the Bond Trustee shall give notice by first-class mail, at least 30 days prior to the

Proximate Purchase Date, to the holders of those Existing Index Bonds described in the first paragraph under this caption or (ii) hereof, as applicable, stating: (A) that such Existing Index Bonds shall be Continuing Index Bonds and shall continue in the Index Mode; (B) the new Purchase Date for such Continuing Index Bonds; (C) when the Applicable Factor or Factors and the Applicable Spread or Spreads for such Continuing Index Bonds will be determined pursuant to the provisions summarized herein under the caption “Continuation in Index Mode; Establishment of Applicable Spread, Etc.” or in the event the third paragraph under this caption is applicable, that the Index Rate will be the Maximum Rate; (D) the Earliest Redemption Date for such Continuing Index Bonds; (E) in the event the third paragraph under this caption is applicable, the new Purchase Date and new Earliest Redemption Date specified in the third paragraph under this caption; and (F) that such Existing Index Bonds are subject to mandatory tender for purchase on their Proximate Purchase Date and setting forth the Purchase Price and the place for delivery for purchase of such Series 2012A Bonds.

Continuation in Index Mode: Establishment of Applicable Spread, Etc.

(i) Following receipt of a direction from the Corporation pursuant to first paragraph under the caption “Continuation in Index Mode: Establishment of Purchase Date and Earliest Redemption Date” to continue designated Existing Index Bonds in the Index Mode after their Proximate Purchase Date, the Index Agent shall determine, on or prior to the Rate Determination Date prior to such Proximate Purchase Date, the numerical spreads (expressed in basis points) to be used in the definitions of Applicable Factor and Applicable Spread and may determine an Index Bond Default Rate and/or Index Bond Unremarketed Rate for a specified period to be used during the new Interest Period for such Continuing Index Bonds with the same Purchase Date and same Earliest Redemption Date established pursuant to first paragraph under the caption “Continuation in Index Mode: Establishment of Purchase Date and Earliest Redemption Date,” which shall be the spreads when added to or subtracted from the Index and Index Bond Default Rate and/or Index Bond Unremarketed Rate will result in the minimum Applicable Factor or Factors, Applicable Spread or Spreads and Index Bond Default Rate and/or Index Bond Unremarketed Rate and specified period which, in the judgment of the Index Agent under then-existing market conditions, will result in the remarketing on such Proximate Purchase Date of such Continuing Index Bonds at a price equal to their Purchase Price. If Continuing Index Bonds have different Purchase Dates and/or Earliest Redemption Dates, then such Continuing Index Bonds may have different Applicable Factors, Applicable Spreads, Index Bond Default Rates and Index Bond Unremarketed Rates and specified periods; provided that the Continuing Index Bonds with the same Purchase Date and Earliest Redemption Date shall have the same Applicable Factor, Applicable Spread, Index Bond Default Rates and Index Bond Unremarketed Rates and specified periods. Any determination by an Index Agent of the Applicable Factor or Factors, Applicable Spread or Spreads, Index Bond Default Rate or Index Bond Unremarketed Rate and specified period shall be accompanied by a Favorable Opinion of Bond Counsel to the extent set forth in the second paragraph under the caption “Conversion to Index Mode or Continuation in Index Mode for a Different Index Rate Period; Determination of Index Rates; Method of Determining Index Rate” together with the other materials called for by such section.

(ii) The Index Agent shall provide notice by Electronic Means to the Bond Trustee and the Corporation of such adjustment of the Applicable Factors, Applicable Spreads, Index Bond Default Rate and/or Index Bond Unremarketed Rate and the specified period during which

such Index Bond Unremarketed Rate will be in effect on the date of such adjustment. Any such adjustment shall take effect on the Proximate Purchase Date.

(iii) The Remarketing Agent shall offer for sale and use its best efforts to sell such Continuing Index Bonds on their Proximate Purchase Date at their Purchase Price, as provided in the Bond Indenture and any applicable Remarketing Agreement.

Changes in Mode

Subject to the provisions of the Bond Indenture as set forth below and subject to any limitations set forth in any Supplemental Bondholder's Agreement, the Corporation, may effect a change in Mode with respect to all of the Series 2012A Bonds, other than Series 2012A Bonds in the Fixed Rate Mode, by following the procedures set forth in subparagraph (A) below.

(A) *Changes to Modes Other than Fixed Rate Mode and Index Mode.* All of the Series 2012A Bonds (other than Series 2012A Bonds in the Fixed Rate Mode, which must remain in the Fixed Rate Mode and Series 2012A Bonds proposed to be changed to the Fixed Rate Mode which shall be governed by Subsection (B) below and Series 2012A Bonds proposed to be changed to the Index Mode which shall be governed by the provisions herein under the caption "Conversion to Index Mode or Continuation in Index Mode for a Different Index Rate Period; Determination of Index Rates; Method of Determining Index Rate" below) may be changed from one Mode to another Mode as follows:

(1) No later than the 5th Business Day preceding the proposed Mode Change Date (or in the case of a change to the Auction Mode, not less than the 7th day prior to the date the Bond Trustee is required to notify the holders of the Conversion pursuant to the provisions of the Bond Indenture), the Corporation shall give Immediate Notice to the Authority, the Bond Trustee, the Tender Agent, the Remarketing Agent, the Auction Agent, the Broker-Dealer, the Liquidity Facility Provider, the Credit Facility Provider and the Purchaser, if any, of its intention to effect a change in the Mode from the Mode then in effect (the "Current Mode") to another Mode (the "New Mode") specified in such written notice, and, if the change is to a Term Rate Mode, the length of the initial Interest Period. Such notice shall be accompanied by a written statement describing the conditions to such conversion set forth in any then effective Supplemental Bondholder's Agreement.

(2) The New Mode shall commence on the Mode Change Date and the interest rate(s) with respect to the Series 2012A Bonds (together, in the case of a change to the Unit Pricing Mode, with the Interest Period(s) and Purchase Date(s)) shall be determined by the Remarketing Agent in the manner provided in the Bond Indenture or, in the case of Series 2012A Bonds in the Auction Mode, by the Auction Agent.

(3) Conditions Precedent.

(a) The Mode Change Date shall be a Business Day.

(b) Additionally, the Mode Change Date in the case of a change (i) from the Index Mode, shall be an optional redemption date or a Purchase Date;

provided that an Index Bond may be converted to a different Mode on an earlier date with the consent of the Purchaser of such Series 2012A Bond; (ii) from the Unit Pricing Mode, shall be a day which is the last Purchase Date for all Interest Periods for such Series 2012A Bonds set by the Remarketing Agent; (iii) from the Auction Mode, the Interest Payment Date following the final Auction Period and (iv) from the Term Rate Mode, shall be the Purchase Date for the current Interest Period.

(c) The Bond Trustee, the Authority, the Tender Agent, the Auction Agent (if any), the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Remarketing Agent and the Purchaser (if any), shall have received on the Mode Change Date a Favorable Opinion of Bond Counsel dated the Mode Change Date and addressed to the Bond Trustee, the Authority, the Tender Agent, the Auction Agent (if any), the Broker-Dealers (if any) the Credit Facility Provider (if any), the Liquidity Facility Provider (if any) and the Remarketing Agent (if any).

(d) If the Current Mode is the Unit Pricing Mode, no Interest Period set after delivery by the Corporation to the Remarketing Agent of the notice of the intention to effect a change in Mode shall extend beyond the proposed Mode Change Date.

(e) If the Current Mode is a Mode other than an Auction Mode and the new Mode is an Auction Mode, the Corporation shall have appointed an Auction Agent, a Market Agent and a Broker-Dealer.

(f) If the Current Mode is the Auction Mode, the Corporation shall have appointed a Remarketing Agent and a Tender Agent (other than in the case of a change to a Fixed Rate Mode).

(g) If there shall be no Liquidity Facility in effect to provide funds for the purchase of Series 2012A Bonds on the Mode Change Date, the remarketing proceeds available (and money provided by the Corporation, if the Current Mode is the Index Mode) on the Mode Change Date shall be not less than the amount required to purchase all of the Series 2012A Bonds which are converting on such Mode Change Date at the Purchase Price.

(h) Any designation of a new Mode shall be accompanied by (i) a written statement from the Remarketing Agent or, if the Series 2012A Bonds are in the Auction Mode, all Broker-Dealers, addressed to the Authority and the Bond Trustee, to the effect that the Remarketing Agent has or such Broker-Dealers have determined, in its or their sole judgment, that the Mode Change would result in the lowest aggregate cost, taking into account interest and other determinable fees and expenses, being payable with respect to the Series 2012A Bonds over the next twelve months commencing with the Mode Change Date, or (ii) an approval in writing of such change in Mode by a duly authorized officer of the Authority, or (iii) a Favorable Opinion of Bond Counsel, to the effect that such approval is not

required for the continued validity and enforceability of the Series 2012A Bonds in accordance with their terms.

(4) If the foregoing conditions have not been satisfied by the Mode Change Date, the new Mode shall not take effect for the Series 2012A Bonds proposed to be converted to the new Mode, such Series 2012A Bonds shall not be purchased on the proposed Mode Change Date and: (a) if the change was from an Auction Mode, the Series 2012A Bonds shall remain in the Auction Mode and the Series 2012A Bonds shall convert to the Auction Period and bear interest at the Auction Rate determined pursuant to the provisions of the Bond Indenture; (b) if the change was from an R-FLOATs Mode, the Series 2012A Bonds shall remain in the R-FLOATs Mode that was in effect immediately prior to the proposed change with interest rates established in accordance with the Bond Indenture; (c) if the change was from an Index Mode and the proposed Mode Change Date was an optional redemption date, the Series 2012A Bonds shall continue to bear interest in the Index Mode; (d) if the change was from an Index Mode and the proposed Mode Change Date was a Purchase Date, the Series 2012A Bonds shall be purchased by the Corporation at their Purchase Price and, if not so purchased shall be deemed Unremarketed Bonds; and (e) otherwise, all Series 2012A Bonds shall be changed to a Daily Mode.

(B) *Change to Fixed Rate Mode.* Subject to any limitation set forth in any then effective Supplemental Bondholder's Agreement, at the option of the Authority upon direction of the Corporation, all of the Series 2012A Bonds may be changed to the Fixed Rate Mode as provided for in this subparagraph (B). Not less than 45 days (or such shorter time as may be agreed to by the Bond Trustee and the Remarketing Agent) before the proposed Mode Change Date, or seven (7) Business Days prior to the date the Bond Trustee is required to give notice to the holders of the Series 2012A Bonds pursuant to subclause (1)(c) below in the case of Series 2012A Bonds in the Auction Mode, the Corporation shall give written notice to the Bond Trustee, the Authority, the Tender Agent, the Auction Agent (if any), the Broker-Dealers (if any), the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Remarketing Agent (if any), the Purchaser (if any), and each Rating Agency then rating the Series 2012A Bonds stating that the Mode will be changed to the Fixed Rate Mode and setting forth the proposed Mode Change Date. Such notice shall be accompanied by an approval in writing of the change to the Fixed Rate Mode by the Authority. Any such change in Mode shall be made as follows:

(1) Conditions Precedent.

(a) The Mode Change Date shall be a Business Day;

(b) Additionally, the Mode Change Date in the case of a change (i) from the Unit Pricing Mode, shall be a day which is the last Purchase Date for all Interest Periods for such Series 2012A Bonds set by the Remarketing Agent; (ii) from the Index Mode, an optional redemption date or Purchase Date; provided, however, that any Index Bond may be changed to a Fixed Rate Mode on an earlier date with the consent of the Bondholder; (iii) from the Term Rate Mode, the

Purchase Date for the current Interest Period; and (iv) from the Auction Mode, the Interest Payment Date following the final Auction Period.

(c) Not less than the 30th day, or in the case of Series 2012A Bonds in an Auction Mode the 20th day, next preceding the Mode Change Date, the Tender Agent shall mail, in the name of the Authority, a notice of such proposed change to the holders of the Series 2012A Bonds stating that the Mode will be changed to the Fixed Rate Mode, the proposed Mode Change Date and that such holder is required to tender such holder's Series 2012A Bonds for purchase on such proposed Mode Change Date. Such notice shall be accompanied by a written statement describing the conditions to such conversion set forth in any then effective Supplemental Bondholder's Agreement.

(d) The change to the Fixed Rate Mode shall not occur unless the Authority, the Bond Trustee, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Purchaser (if any), the Remarketing Agent and the Auction Agent (if any) have received, on the Mode Change Date, a Favorable Opinion of Bond Counsel dated the Mode Change Date and addressed to the Authority, the Bond Trustee, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Remarketing Agent and the Auction Agent (if any).

(e) Prior to the conversion to the Fixed Rate Mode, the Remarketing Agent shall deliver to the Bond Trustee, the Authority and the Corporation a certificate which includes (i) a schedule specifying the principal amount of converted Series 2012A Bonds of each maturity which will mature on August 1 of the years specified in such schedule and the interest rate payable on the converted Series 2012A Bonds of each such maturity and (ii) a schedule specifying the principal amount of converted Series 2012A Bonds maturing August 1 of the years specified in such schedule to be called for mandatory Bond Sinking Fund redemption on August 1 of the years specified in such schedule. In determining the principal maturities, mandatory Bond Sinking Fund redemption payments and interest rates for converted Series 2012A Bonds, the Remarketing Agent shall use the guidelines set forth in the Bond Indenture or, at the direction of the Corporation, with the consent of the Credit Facility Provider, the Authority may agree to another method for providing for payment of principal on the Series 2012A Bonds after the Mode Change Date if there is delivered to the Bond Trustee and the Authority by the Corporation a Favorable Opinion of Bond Counsel to the effect that utilization of such other method will not adversely affect the validity or enforceability in accordance with their terms of any Series 2012A Bonds or any exemption from federal income taxation to which the interest on the Series 2012A Bonds would otherwise be entitled.

(f) Prior to the conversion to the Fixed Rate Mode, a firm underwriting or purchase contract from a recognized firm of bond underwriters or recognized institutional investors to underwrite or purchase all Series 2012A Bonds which are to be converted on such Conversion Date at a price of 100% of

the principal amount thereof, which contract may be subject to conditions to purchase, shall be provided to the Authority and the Corporation.

(g) The Authority, at the direction of the Corporation, and the Bond Trustee shall deliver replacement Series 2012A Bonds bearing the Fixed Rate for converted Series 2012A Bonds surrendered or deemed surrendered by the owner thereof.

(2) If any of the conditions precedent have not been satisfied on or prior to the Mode Change Date, the Fixed Rate Mode shall not become effective and all Series 2012A Bonds shall be changed to a Daily Mode; provided that (a) if the change was from an Auction Mode, the Series 2012A Bonds shall remain in the Auction Mode, the Auction Period shall automatically convert to a seven day period commencing on the failed Conversion Date and the interest rate for the Series 2012A Bonds during the Auction Period commencing on such failed Conversion Date shall be the Maximum Rate until the first Auction Date after the proposed Mode Change Date; (b) if the change was from an R-FLOATs Mode, the Series 2012A Bonds shall remain in the R-FLOATs Mode that was in effect immediately prior to the proposed change with interest rates established in accordance with the Bond Indenture; (c) if the change was from an Index Mode and the proposed Mode Change Date was an optional redemption date, the Series 2012A Bonds shall continue to bear interest in the Index Mode; and (d) if the change was from an Index Mode and the proposed Mode Change Date was a Purchase Date, the Series 2012A Bonds shall be purchased by the Corporation at their Purchase Price and, if not so purchased, shall be deemed to be Unremarketed Bonds.

Conversion to Index Mode or Continuation in Index Mode for a Different Index Rate Period; Determination of Index Rates; Method of Determining Index Rate

At the option of the Authority upon direction of the Corporation and with the prior written consent of the Credit Facility Provider (if any), the Series 2012A Bonds (other than Series 2012A Bonds in the Fixed Rate Mode) may be converted to bear interest at the Index Rate or converted to a different Index Rate Period. The Corporation shall give written notice of any such conversion to the Authority, the Bond Trustee, the Remarketing Agent, if any, the Index Agent, the Purchaser, the Liquidity Facility Provider, if any, and the Credit Facility Provider, if any, not less than five (5) Business Days prior to the date on which the Bond Trustee is required to notify the Bondholders of the conversion pursuant to the provisions summarized herein under the caption "Optional and Mandatory Tenders – Mandatory Purchase on Mode Change Date" or under the caption "Optional and Mandatory Tenders – Mandatory Purchase of End of Interest Period for Index Mode." Such notice shall specify the Index Rate Conversion Date (which shall be a Business Day or in the case of conversions to a different Index Rate Period shall be a Purchase Date for all of the Series 2012A Bonds which are to be converted), the Purchase Date and the Earliest Redemption Date, if any, for the Series 2012A Bonds and appoint an Index Agent and Remarketing Agent, if an Index Agent or Remarketing Agent has not previously been appointed and is serving as such. Unless otherwise provided in the Bond Indenture, the Index shall be LIBOR unless the Corporation shall select a different index on which the Index Rate shall be based not less than five Business Days prior to the Rate Determination Date. Such different index may be the Consumer Price Index, the Municipal Swap Index or any other index

which the Corporation in consultation with the Index Agent deems appropriate. The Index Agent shall determine the Applicable Factor or Factors and Applicable Spread or Spreads and may determine an Index Bond Default Rate and/or Index Bond Unremarketed Rate and the specified period for which such Index Bond Unremarketed Rate will be in effect to be used in calculating the Index Rate not later than 4:00 p.m. New York City time on the Rate Determination Date. The Applicable Factor or Factors, Applicable Spread or Spreads, the Index Bond Default Rate and the Index Bond Unremarketed Rate and specified effective period shall be the minimum which, when multiplied by the Index, in the case of an Applicable Factor or Applicable Spread, in the reasonable judgment of the Index Agent, the Index Agent determines will result in selling the Series 2012A Bonds at a price equal to the Purchase Price on the Rate Determination Date. Each such determination shall be evidenced by the delivery by the Index Agent to the Corporation, the Bond Trustee, the Authority, the Remarketing Agent and any proposed purchaser of 100% of the outstanding principal amount of the Series 2012A Bonds of a certificate substantially in the form attached to the Bond Indenture which has been appropriately completed. At the time the Index Agent determines the Applicable Factor or Factors and Applicable Spread or Spreads by which the Index is multiplied, the Index Agent shall also determine the interest rate for the initial Interest Payment Period from the Index Rate Conversion Date to the first Interest Payment Date in the Index Mode, the frequency with which the Index Rate shall be recalculated, the Interest Payment Periods and the Interest Payment Dates. The Index Agent shall make such information available by Electronic Means to any Bondholder requesting such information and to the Corporation, the Authority, the Bond Trustee, the Tender Agent, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any) and the Purchaser. Upon request of any Bondholder, the Corporation, the Authority, the Bond Trustee, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any) or the Purchaser, the Tender Agent shall give notice of such information by Electronic Means. On each date on which the Index Rate is recalculated, the Index Agent shall give notice of such rate by Electronic Means upon request from any Bondholder, the Corporation, the Authority, the Bond Trustee, the Tender Agent, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any) or the Purchaser. Such determination shall be conclusive and binding upon the Corporation, the Authority, the Bond Trustee, the Tender Agent, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Index Agent, the Bondholders and the Purchaser.

Any designation by the Corporation of the index on which the Index Rate shall be based pursuant to the previous paragraph and any determination by the Index Agent of the Applicable Factor or Factors, the Applicable Spread or Spreads and any Index Bond Default Rate or Index Bond Unremarketed Rate and specified effective period shall be accompanied by a Favorable Opinion of Bond Counsel that the index, the Applicable Factor or Factors, the Applicable Spread or Spreads and any Index Bond Default Rate or Index Bond Unremarketed Rate and specified effective period selected will not have an adverse effect on any exemption from federal income taxation to which the interest on the Series 2012A Bonds would otherwise be entitled and (i) a written statement from the Index Agent addressed to the Authority and the Bond Trustee to the effect that the Index Agent has determined in its sole judgment that the Mode Change or change to a different Index Rate Period would result in the lowest aggregate cost, taking into account interest and other determinable fees and expenses, being payable with respect to the Series 2012A Bonds over the next twelve months commencing with the date of the index designation, or (ii) an approval in writing of such index, Applicable Factor or Factors, Applicable Spread or Spreads, Index Bond Default Rate and Index Bond Unremarketed Rate and specified effective

designation by a duly authorized officer of the Authority, or (iii) a Favorable Opinion of Bond Counsel, to the effect that such approval is not required for the continued validity and enforceability of the Series 2012A Bonds in accordance with their terms.

If the foregoing conditions have not been satisfied by the Mode Change Date, the change to the Index Mode or the different Interest Rate Period shall not take effect for the Series 2012A Bonds proposed to be converted to the Index Mode or the different Interest Rate Period, and such Series 2012A Bonds shall not be purchased on the proposed Mode Change Date and: (a) if the change was from an Auction Mode, the Series 2012A Bonds shall remain in the Auction Mode and the Series 2012A Bonds shall convert to the Auction Period and bear interest at the Auction Rate determined pursuant to the provisions of the Bond Indenture; (b) if the change was from an R-FLOATs Mode, the Series 2012A Bonds shall remain in the R FLOATs Mode that was in effect immediately prior to the proposed change with interest rates established in accordance with the provisions of the Bond Indenture; (c) if the change was from an Index Mode and the proposed Mode Change Date was an optional redemption date, the Series 2012A Bonds shall continue to bear interest in the Index Mode; (d) if the change was from an Index Mode and the proposed Mode Change Date was a Purchase Date, the Series 2012A Bonds shall be purchased by the Corporation at their Purchase Price and, if not so purchased shall be deemed to be Unremarketed Bonds; and (e) otherwise, all Series 2012A Bonds shall be changed to a Daily Mode.

Redemption

Optional and Extraordinary Redemption. Subject to the limitations contained in the Supplemental Bondholder's Agreement, the Series 2012A Bonds are callable for redemption prior to maturity in the event (1) the Corporation shall exercise its option to prepay the Series 2012A Obligation in an amount sufficient to redeem all or a portion of the Series 2012A Bonds then outstanding as described under the subcaption "Terms of Redemption" below, (2) of damage to or destruction of the Facilities of any Member of the Obligated Group or any part thereof or condemnation or sale consummated under threat of condemnation of the Facilities of a Member or any part thereof, if the Net Proceeds of insurance or condemnation award or sale received in connection therewith and applied to make prepayments on the Series 2012A Obligation pledged under the Bond Indenture exceed \$500,000 but only to the extent of the funds provided for in the Master Indenture or (3) as a result of entering into or complying with the terms and conditions of the financing represented by the Series 2012A Bonds, any Member of the Obligated Group, in the opinion of Independent Counsel, would be required or any Member of the Obligated Group is ordered by the final legislative, judicial or administrative action (whether or not such Member is or was a party to any such action) of the United States of America, any state or any agency, department or subdivision thereof, to operate its facilities or any part thereof in a manner which the Board of Directors of such Member determines, in good faith, to be contrary to the Ethical and Religious Directives for Catholic Health Care Services or similar guidelines promulgated by the National Conference of Catholic Bishops or any other organization within the Roman Catholic Church then promulgating the Ethical and Religious Directives for Catholic Health Care Services or similar guidelines. If called for redemption in the event referred to in (1) above, Series 2012A Bonds will be subject to redemption, in whole or in part (in any Authorized Denomination), and if in part by maturities and interest rates designated by the Corporation (less than all of a single maturity and interest rate to be selected

by lot, in such manner as may be designated by the Bond Trustee), at the times and in the manner and with the premium set forth under the subcaption “Terms of Redemption” below as if such Series 2012A Bonds were being redeemed at the option of the Authority. If called for redemption in the events referred to in (2) above, the Series 2012A Bonds will be subject to redemption by the Authority at the direction of the Corporation at any time, in whole or in part, and if in part by maturities and interest rates or portions designated by the Corporation or, if not so designated, in inverse order of maturity (less than all of a maturity and interest rate to be selected randomly by lot, using such method as may be designated by the Bond Trustee) at the principal amount thereof to be redeemed plus accrued and unpaid interest thereon to the redemption date and without premium; provided, however, that in no event shall the principal amount of Series 2012A Bonds so redeemed exceed the amount of such Net Proceeds. If called for redemption in the event referred to in (3) above, Series 2012A Bonds will be subject to redemption by the Authority at any time, in whole at the principal amount thereof to be redeemed plus accrued and unpaid interest thereon to the redemption date and without premium.

Terms of Redemption:

(1) *Index Mode.* Series 2012A Bonds in the Index Mode are subject to optional redemption prior to their Maturity Date, by the Authority at the direction of the Corporation, in whole or in part on any date (and in any Authorized Denomination) on and after the Earliest Redemption Date which is specified for such Index Bond as provided herein under the captions “Conversion to Index Mode or Continuation in Index Mode for a Different Index Rate Period; Determination of Index Rates; Method of Determining Index Rate” or “Continuation in Index Mode: Establishment of Purchase Date and Earliest Redemption Date” at a Redemption Price equal to the principal amount of Series 2012A Bonds called for optional redemption, without premium, together with accrued interest, if any, to the redemption date subject to the limitations set forth in the Supplemental Bondholder’s Agreement.

(2) *Mandatory Redemption of Index Bonds and Unremarketed Bonds.* Index Bonds and Unremarketed Bonds are subject to mandatory redemption upon receipt by the Bond Trustee of a written notice from the Purchaser that an event of default has occurred under the Supplemental Bondholder’s Agreement. Such Index Bonds and Unremarketed Bonds shall be redeemed at the time or times set forth in such notice at a redemption price equal to 100% of the principal amount of the Index Bonds or Unremarketed Bonds to be redeemed plus accrued interest, if any, to the redemption date. The Index Bonds or Unremarketed Bonds shall be redeemed by the Bond Trustee pursuant to the provisions of this subsection without any notice from or direction by the Authority or the Corporation.

(3) *Minimum Redemption Amount.* No redemption (other than a mandatory bond sinking fund redemption) of less than all of the Series 2012A Bonds at the time outstanding will be made unless the Series 2012A Bonds are redeemed in Authorized Denominations.

Purchase in Lieu of Redemption. In lieu of redeeming Series 2012A Bonds, the Bond Trustee may, at the request of the Corporation, use such funds otherwise available under the

Bond Indenture for redemption of Series 2012A Bonds to purchase Series 2012A Bonds in the open market for cancellation at a price not exceeding the Redemption Price then applicable under the Bond Indenture. In the case of any optional or extraordinary redemption or any purchase and cancellation of term Series 2012A Bonds, the Bond Trustee will apply as a credit against the required Bond Sinking Fund deposits the amount of such term Series 2012A Bonds in such order as the Corporation elects in writing prior to such optional or extraordinary redemption or purchase and cancellation or, if no election is made, in the inverse order thereof. The Bond Trustee shall cancel all such Series 2012A Bonds purchased pursuant to this section.

Optional Purchase. The Authority and, by their acceptance of the Series 2012A Bonds, the holders, irrevocably grant to the Corporation and any assigns of the Corporation with respect to this right, the option to purchase, at any time and from time to time, any Series 2012A Bond which is redeemable pursuant to the Bond Indenture as described in clause (1) of the first paragraph under the caption “Redemption – Optional and Extraordinary Redemption” at a purchase price equal to the Redemption Price therefor. To exercise such option, the Corporation will give the Bond Trustee a Written Request exercising such option within the time period specified in the Bond Indenture as though such Written Request were a written request of the Authority for redemption, and the Bond Trustee will thereupon give the holders of the Series 2012A Bonds to be purchased notice of such purchase in the manner specified below under the subcaption “Notice of Redemption” as though such purchase were a redemption. Any such purchase shall be mandatory and enforceable against the holders and the holders will not have the right to retain their Series 2012A Bonds. On the date fixed for purchase pursuant to any exercise of such option, the Corporation shall pay or cause to be paid the purchase price of the Series 2012A Bonds then being purchased to the Bond Trustee in immediately available funds, and the Bond Trustee shall pay the same to the sellers of such Series 2012A Bonds against delivery thereof. Following such purchase, the Bond Trustee shall cause such Series 2012A Bonds to be registered in the name of the Corporation or its nominee and shall deliver them to the Corporation or its nominee or as otherwise directed by the Corporation. In the case of the purchase of less than all of the Series 2012A Bonds, the particular Series 2012A Bonds to be purchased shall be selected in accordance with the first paragraph under the caption “Redemption – Optional and Extraordinary Redemption.” No purchase of the Series 2012A Bonds pursuant to this section shall operate to extinguish the indebtedness of the Authority evidenced thereby. Notwithstanding the foregoing, no purchase shall be made pursuant to this section unless the Corporation shall have delivered concurrently therewith a Favorable Opinion of Bond Counsel with respect to such purchase.

Bond Sinking Fund Redemption of Series 2012A Bonds. (A) If the Maximum Principal Amount of the Series 2012A Bonds are issued, with respect to the payment of Series 2012A Bonds by maturity or mandatory redemption through the Bond Sinking Fund, the Authority (to the extent funds are available through the Revenue Fund) shall have moneys on deposit in the Bond Sinking Fund and shall redeem Series 2012A Bonds in the amounts, and at the times set forth in the Bond Indenture.

Notice of Redemption. A redemption notice shall be given by mailing a copy of such notice of redemption by first class mail, postage prepaid, to the Authority and the Rating Agencies then rating the Series 2012A Bonds, and the registered owners of the Series 2012A Bonds to be redeemed at the address shown on the Bond Register not less than 15 days nor more

than 60 days prior to the Redemption Date; provided, however, that failure to give such notice by mailing or a defect in the notice or the mailing as to any Series 2012A Bond will not affect the validity of any proceedings for redemption as to any other Series 2012A Bond with respect to which notice was properly given. In addition, in the event ownership of the Series 2012A Bonds is maintained in book-entry form by the Securities Depository, in the event of any redemption of the Series 2012A Bonds or an advance refunding of part of the outstanding Series 2012A Bonds, the Bond Trustee shall send to the Securities Depository a notice specifying: (i) the amount of the redemption or refunding, (ii) in the case of a refunding, the maturity date(s) established in connection with the refunding and (iii) the date such notice is to be mailed to beneficial owners of the Series 2012A Bonds (the "Notice Date"). Such notice shall be sent to the Securities Depository by a secure means (e.g., legible telecopy, registered or certified mail, overnight delivery) in a timely manner designed to assure that such notice is in the Securities Depository's possession no later than the close of business on the Business Day prior to the Notice Date; provided that such receipt by such time is not a condition precedent to such redemption. The Bond Trustee shall forward such notice either in a separate secure transmission for each CUSIP number or in a secure transmission for multiple CUSIP numbers (if applicable) which includes a manifest or list of each CUSIP submitted in that transmission. The Bond Trustee shall have a method to verify subsequently the use of such means and the timeliness of such notice.

Except for a mandatory bond sinking fund redemption, prior to the date that the redemption notice is first mailed as aforesaid, funds shall be placed with the Bond Trustee to pay the principal of such Series 2012A Bonds, the accrued and unpaid interest thereon to the Redemption Date and the premium, if any, thereon or such notice of redemption shall state that any redemption is conditional on such funds being deposited with the Bond Trustee on the redemption date and that failure to make such a deposit shall not constitute an event of default under the Bond Indenture. If such moneys shall not have been so received, the notice shall be of no force and effect, the Series 2012A Bonds shall not be redeemed pursuant thereto and the Bond Trustee shall give notice, in the same manner in which such notice of redemption was given, that such funds were not received. Upon the happening of the above conditions and the deposit of funds as aforesaid, the Series 2012A Bonds, or portions thereof, thus called for redemption shall not bear interest after the applicable Redemption Date, shall no longer be protected by the Bond Indenture and shall not be deemed to be outstanding under the provisions of the Bond Indenture. The Bond Trustee shall redeem or purchase, in the manner provided in the Bond Indenture, such an aggregate principal amount of Series 2012A Bonds at the principal amount thereof plus accrued interest to the Redemption Date and premium, if any, as will exhaust as nearly as practicable such funds.

Optional and Mandatory Tenders

Optional Tenders of Series 2012A Bonds in the Index Mode. The holders of Eligible Bonds may elect to have their Series 2012A Bonds (or portions of those Series 2012A Bonds in amounts equal to integral multiples of the lowest then applicable Authorized Denomination) purchased on any Business Day at a price equal to the Purchase Price, if an event of default has occurred and is continuing under the Supplemental Bondholder's Agreement, upon delivery of an irrevocable written notice of tender or irrevocable telephonic notice of tender to the Remarketing Agent, if any, the Bond Trustee and the Tender Agent, promptly confirmed in writing (which may be by Electronic Means) to the Tender Agent, not later than 5:00 p.m. on a

Business Day not less than seven (7) days before the Purchase Date specified by the holder in such notice.

Such notices of tender will state the CUSIP number, Bond number (if the Series 2012A Bonds are not registered in the name of the Securities Depository), the principal amount of such Series 2012A Bond and that such Series 2012A Bond will be purchased on the Purchase Date specified above. In addition, if delivered during an Index Rate Period, such notice shall state the event of default under the Supplemental Bondholder's Agreement to which it relates. Payment of the Purchase Price will be made only if the Series 2012A Bond so delivered to the Tender Agent conforms in all respects to the description thereof in the notice described in this paragraph. A holder who gives the notice of tender as set forth above may repurchase the Series 2012A Bonds so tendered on such Purchase Dates if the Remarketing Agent agrees to sell the Series 2012A Bonds so tendered to such holder. If such holder decides to repurchase such Series 2012A Bonds and the Remarketing Agent agrees to sell the specified Series 2012A Bonds to such holder, the delivery requirements set forth herein below under the subcaption "Delivery of Series 2012A Bonds by Tending Bondholders; Undelivered Series 2012A Bonds Deemed Purchased" shall be waived. The Tender Agent may assume that a Series 2012A Bond is an Eligible Bond unless it has actual knowledge to the contrary.

Mandatory Purchase on Mode Change Date. (A) Series 2012A Bonds to be changed from one Mode to another Mode (other than a change to the Fixed Rate Mode, which Series 2012A Bonds are subject to mandatory purchase pursuant to clause (B) of this paragraph) are subject to mandatory purchase on the Mode Change Date at the Purchase Price as provided in this clause (A). The Tender Agent will give Immediate Notice of such mandatory purchase to the holders of the Series 2012A Bonds no less than 4 Business Days (or in the case of a change to the Auction Mode, 7 Business Days) prior to the Mandatory Purchase Date. The notice will state the Mandatory Purchase Date, the Purchase Price, that interest on such Series 2012A Bonds will cease to accrue from and after the Mandatory Purchase Date and in the case of a change to the Index Mode, when the Applicable Factor or Factors, the Applicable Spread or Spreads, the Index Bond Default Rate and/or the Index Bond Unremarketed Rate and effective period thereof and the Earliest Redemption Date, if any, will be determined. The failure to give such notice with respect to any Series 2012A Bond will not affect the validity of the mandatory purchase of any other Series 2012A Bond with respect to which notice was so sent. Any notice sent will be conclusively presumed to have been given, whether or not actually received by any holder. (B) Series 2012A Bonds to be changed to the Fixed Rate Mode are subject to mandatory purchase on the Mode Change Date at the Purchase Price (subject to the provisions of the Bond Indenture relating to Fixed Rate Bonds). The Tender Agent shall give notice of such mandatory purchase as part of the notice of change of Mode to be sent to the holders pursuant to the provisions summarized herein in subparagraph (B)(1)(c) under the caption "Changes in Mode." The failure to give such notice with respect to any Series 2012A Bond will not affect the validity of the mandatory purchase of any other Series 2012A Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any holder.

Mandatory Purchase at End of Interest Period for Index Mode. Series 2012A Bonds in the Index Mode shall be subject to mandatory purchase as set forth in the Bond Indenture. The Tender Agent will give notice of such mandatory purchase by mail to the holders of the

Series 2012A Bonds no less than 30 days prior to the Mandatory Purchase Date; provided however, that for any Index Bond with an Interest Period of 40 days or less, the Tender Agent shall provide such notice by mail and under DTC procedures to the Bondholder thereof on the first day of such Interest Period. The notice will state the Mandatory Purchase Date, the Purchase Price and that interest on Series 2012A Bonds will cease to accrue from and after the Mandatory Purchase Date if the Purchase Price is paid on such date. The failure to mail such notice with respect to any Series 2012A Bond will not affect the validity of the mandatory purchase of any other Bond with respect to which notice was so mailed. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any holder.

Mandatory Purchase of Each Index Bond on Its Purchase Date.

(1) The provisions of the Bond Indenture governing mandatory tenders for purchase and remarketings shall govern the mandatory purchase of each Index Bond on its Purchase Date (i.e., the date on which Index Bonds are converted to a different Mode or a different Index Rate Period pursuant to the provisions herein under the caption “Changes in Mode”), to the extent not inconsistent with the specific Index Mode Provisions set forth in Exhibit C to the Bond Indenture.

(2) Each Index Bond shall be subject to mandatory purchase on the Purchase Date applicable to such Index Bond, which Purchase Date shall be the Purchase Date established pursuant to the provisions herein under the captions “Continuation in Index Mode: Establishment of Purchase Date and Earliest Redemption Date” and “Conversion to Index Mode or Continuation in Index Mode for a Different Index Rate Period; Determination of Index Rates; Method of Determining Index Rate,” as applicable. In any case where a Purchase Date is not a Business Day, then such Purchase Date shall be deemed to be the next preceding Business Day.

(3) In order for the holder of an Index Bond to secure payment of the Purchase Price of such Index Bond on its Purchase Date, an Index Bond must be delivered at or prior to 1:00 p.m. New York City time on the such Purchase Date to the Tender Agent at its designated trust office accompanied by an instrument of transfer, in form satisfactory to the Tender Agent, executed in blank by the Bondholder or its duly-authorized attorney, with such signature guaranteed by a commercial bank, trust company, or member firm of the New York Stock Exchange. If any holder of an Index Bond fails to deliver its Index Bond in the manner described in this section, such Index Bond will be deemed delivered and will be subject to the provisions herein under the below subcaption “Delivery of Series 2012A Bonds by Tendering Bondholders; Undelivered Series 2012A Bonds Deemed Purchased.”

Inadequate Funds for Tenders. If the funds available for purchases of Eligible Bonds pursuant to the Bond Indenture are inadequate for the purchase of all Series 2012A Bonds tendered on any Purchase Date or Mandatory Purchase Date, the failure to pay the Purchase Price of all tendered Series 2012A Bonds when due and payable shall constitute an Event of Default pursuant to the Bond Indenture, no purchase shall be consummated and the Tender Agent shall (1) return all tendered Series 2012A Bonds to the holders thereof and such Series 2012A Bonds (except with respect to Index Bonds to which the provisions in the below subcaption “Payment of Purchase Price” shall instead apply) shall bear interest at the Maximum

Rate from the date of such failed purchase until all such Series 2012A Bonds are purchased as required in accordance with the Bond Indenture or otherwise paid, and (2) return all moneys deposited in the Remarketing Proceeds Account to the Remarketing Agent for return to the Persons providing such moneys; provided, however, that the Corporation shall remain obligated to purchase Index Bonds as provided herein under the below subcaption “Payment of Purchase Price.”

Payment of Purchase Price. At or before close of business New York City time on the Purchase Date or Mandatory Purchase Date and upon receipt by the Tender Agent of the aggregate Purchase Price of the tendered Series 2012A Bonds, the Tender Agent shall pay the Purchase Price or Mandatory Purchase Price of such Series 2012A Bonds to the holders by bank wire transfer in immediately available funds. The Tender Agent will pay the Purchase Price from the Remarketing Proceeds Account to the extent funds are available therein. The Tender Agent shall pay the Purchase Price or Mandatory Purchase Price from the following accounts and in the following order of priority: (1) the Remarketing Proceeds Account to the extent funds are available therein, and (2) the Corporation’s Account; provided, however, that the Corporation shall be required to pay the Mandatory Purchase Price of Index Bonds at the end of the initial index period by the date that is eighteen months after their Purchase Date and thereafter the Corporation shall be required to pay the Mandatory Purchase Price of Index Bonds on the later of their Purchase Date or the day following the period during which an Index Bond Unremarketed Rate is in effect, with proceeds (if any) of a remarketing or from its own funds and failure to pay such Mandatory Purchase Price shall be an Event of Default under the Bond Indenture. From the Purchase Date at the end of the initial index period until actual payment, such Index Bonds shall be deemed to be Unremarketed Bonds and shall bear interest as determined pursuant to the provisions of the Bond Indenture. The Tender Agent may assume that a Series 2012A Bond is an Eligible Bond unless it has actual knowledge to the contrary.

Delivery of Series 2012A Bonds by Tendering Bondholders; Undelivered Series 2012A Bonds Deemed Purchased. All Series 2012A Bonds to be purchased on any date will be required to be delivered to the principal office of the Tender Agent at or before 1:00 p.m. New York City time on such Purchase Date or Mandatory Purchase Date. If the holder of any Series 2012A Bond (or portion thereof) that is subject to purchase pursuant to the Bond Indenture fails to deliver such Series 2012A Bond to the Tender Agent for purchase on the Purchase Date or Mandatory Purchase Date, and if the Tender Agent is in receipt of the Purchase Price therefor, such Series 2012A Bond (or portion thereof) will nevertheless be deemed tendered and purchased on the day fixed for purchase thereof and ownership of such Series 2012A Bond (or portion thereof) will be transferred to the purchaser thereof as provided herein below under the subcaption “Delivery of Series 2012A Bonds to Purchasers.” Any holder who fails to deliver such Series 2012A Bond for purchase will have no further rights thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Bond to the Tender Agent. The Tender Agent will, as to any tendered Series 2012A Bonds that have not been delivered to it: (1) promptly notify the Remarketing Agent of such nondelivery; and (2) instruct the Bond Trustee to place a stop transfer against an appropriate amount of Series 2012A Bonds registered in the name of such holder(s) on the bond registration books. The Bond Trustee will place such stop(s) commencing with the lowest serial number Bond registered in the name of such holder(s) until stop transfers have been placed against an appropriate amount of Series 2012A Bonds which stop transfers shall remain in effect until the

appropriate tendered Series 2012A Bonds are delivered to the Tender Agent who will deliver such Series 2012A Bonds to the Bond Trustee. Upon such delivery, the Bond Trustee will make any necessary adjustments to the bond registration books.

Delivery of Series 2012A Bonds to Purchasers. In the event the Series 2012A Bonds are held under the book-entry system of The Depository Trust Company (“DTC”), all tenders and deliveries of Series 2012A Bonds will be accomplished under the procedures of DTC. Otherwise, on the Purchase Date or Mandatory Purchase Date, the Tender Agent will direct the Bond Trustee to execute and deliver all Series 2012A Bonds purchased on any Purchase Date or Mandatory Purchase Date as follows: (1) Series 2012A Bonds purchased and remarketed by the Remarketing Agent will be registered and made available to the Remarketing Agent by 2:30 p.m. New York City time in accordance with the instructions of the Remarketing Agent; (2) Series 2012A Bonds purchased with amounts paid by or on behalf of the Corporation will be registered and made available in the name of or as directed in writing by the Corporation on or before 2:30 p.m. New York City time.

No Purchases or Sales in Certain Circumstances. Anything in the Bond Indenture to the contrary notwithstanding, if (i) there shall have occurred and be continuing an Event of Default as described in the Bond Indenture relating to the failure to pay interest or principal on the Bonds, or (ii) any conditions set forth in the Remarketing Agreement to the performance of the Remarketing Agent’s obligation thereunder to remarket tendered Series 2012A Bonds shall not have been satisfied or waived, then the Remarketing Agent shall not remarket any Series 2012A Bonds.

Other Provisions

Provision for payment of all of the Series 2012A Bonds may be made and the Bond Indenture may be discharged prior to payment of the Series 2012A Bonds in the manner provided in the Bond Indenture. In addition, provision for payment of a portion of the Series 2012A Bonds may be provided in which case such Series 2012A Bonds with respect to which provision for payment has been made will no longer be entitled to the benefit of the lien of the Bond Indenture on the Loan Agreement and the Series 2012A Obligation pledged thereunder. No provision for payment or discharge of the Bond Indenture is permitted if under any circumstances such provision for payment would result in the loss of any exemption for purposes of federal income taxation to which interest on such Series 2012A Bonds would otherwise be entitled. As a condition precedent to the provision for payment of any Series 2012A Bonds, the Bond Indenture requires the Bond Trustee to receive a Favorable Opinion of Bond Counsel (which Opinion may be based upon a ruling or rulings of the Internal Revenue Service) with respect to such provision for payment.

The owner of this Bond shall have no right to enforce the provisions of the Bond Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Bond Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Bond Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Bond Indenture, the principal of all Series 2012A Bonds issued under the Bond Indenture and then outstanding may

become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

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

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Act and under the Bond Indenture precedent to and in the issuance of this Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Bond have been duly authorized by a resolution or ordinance of the Authority duly adopted.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Series 2012A Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bond Indenture, or Loan Agreement or Purchase Contract, against any past, present or future officer, member, employee or agent of the Authority, or any incorporator, officer, member, director, trustee or employee of any successor corporation, as such, either directly or through the Authority or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, trustees, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Bond Indenture or the Loan Agreement and the issuance of the Series 2012A Bonds.

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

IN WITNESS WHEREOF, the ILLINOIS FINANCE AUTHORITY has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman and its corporate seal to be hereunto affixed manually or by facsimile and attested by the facsimile or manual signature of its Executive Director and its facsimile seal to be hereunto affixed, all as of the dated date specified above.

ILLINOIS FINANCE AUTHORITY

By: _____
Chairman

(SEAL)

ATTEST:

Executive Director

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2012A Bonds described in the within-mentioned Bond Indenture.

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

By: _____
Authorized Officer

EXHIBIT B

AUCTION PROCEDURES

ARTICLE I

DEFINITIONS

Section 1.01. Certain Definitions. In addition to the terms defined elsewhere in this Bond Indenture, the following terms shall have the following meanings with respect to the Series 2012A Bonds in an ARS Rate Period, unless the context otherwise requires:

“*Agent Member*” means a member of, or participant in, the Securities Depository who shall act on behalf of a Bidder.

“*All Hold Rate*” means, as of any Auction Date, a per annum rate equal to 55% of the Index in effect on such Auction Date.

“*ARS Conversion Date*” means with respect to Series 2012A Bonds, the date on which the Series 2012A Bonds convert from an interest rate period other than an ARS Rate Period and begin to bear interest at the Auction Period Rate.

“*ARS Rate Period*” means any period of time commencing on the day following the Initial Period and ending on the earlier of the Conversion Date or the day preceding the final maturity date of the Series 2012A Bonds.

“*Auction*” means each periodic implementation of the Auction Procedures.

“*Auction Agent*” means the Person appointed in accordance with the Auction Agreement.

“*Auction Agreement*” means an agreement, the terms and provisions of which are acceptable to the Credit Facility Provider, among the Auction Agent and the Corporation pursuant to which the Auction Agent agrees to follow the procedures specified in this Exhibit B with respect to the Series 2012A Bonds while such bonds bear interest at the Auction Period Rate, as such agreement may from time to time be amended or supplemented.

“*Auction Date*” means with respect to any Series 2012A Bonds:

(a) *Daily Auction Period.* If the Series 2012A Bonds are in a daily Auction Period, each Business Day unless such day is the Business Day prior to the conversion from a daily Auction Period to another Auction Period,

(b) *Flexible Auction Period.* If the Series 2012A Bonds are in a Flexible Auction Period, the last Business Day of the Flexible Auction Period, and

(c) *Other Auction Periods.* If the Series 2012A Bonds are in any other Auction Period, the Business Day next preceding each Interest Payment Date for such Series 2012A Bonds (whether or not an Auction shall be conducted on such date);

provided, however, that the last Auction Date with respect to the Series 2012A Bonds in an Auction Period other than a daily Auction Period or Flexible Auction Period shall be the earlier of (i) the Business Day next preceding the Interest Payment Date next preceding the

Mode Change Date for the Series 2012A Bonds and (ii) the Business Day next preceding the Interest Payment Date next preceding the final Maturity Date for the Series 2012A Bonds; and

provided, further, that if the Series 2012A Bonds are in a daily Auction Period, the last Auction Date shall be the earlier of (x) the second Business Day next preceding the Mode Change Date for the Series 2012A Bonds and (y) the Business Day next preceding the final maturity date for the Series 2012A Bonds. The last Business Day of a Flexible Auction Period shall be the Auction Date for the Auction Period which begins on the next succeeding Business Day, if any. On the second Business Day preceding the conversion from a daily Auction Period to another Auction Period, there shall be an Auction for the last daily Auction Period. On the Business Day preceding the conversion from a daily Auction Period to another Auction Period, there shall be one Auction for the first Auction Period following the conversion.

“*Auction Desk*” means the business unit of a Broker-Dealer that fulfills the responsibilities of the Broker-Dealer under a Broker-Dealer Agreement, including soliciting Bids for the Series 2012A Bonds, and units of the Broker-Dealer which are not separated from such business unit by information controls appropriate to control, limit and monitor the inappropriate dissemination and use of information about Bids.

“*Auction Period*” means with respect to the Series 2012A Bonds:

(a) *Flexible Auction Period.* A Flexible Auction Period;

(b) *Daily Auction Period.* With respect to Series 2012A Bonds in a daily Auction Period, a period beginning on each Business Day and extending to but not including the next succeeding Business Day unless such Business Day is the second Business Day preceding the conversion from a daily Auction Period to another Auction Period, in which case the daily Auction Period shall extend to, but not include, the next Interest Payment Date;

(c) *Seven day Auction Period.* With respect to Series 2012A Bonds in a seven-day Auction Period, if Auctions generally are conducted on the day of the week specified in column A of the table below, a period of generally seven days beginning on the day of the week specified in column B of the table below (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on the day of the week specified in column C of the table below) and ending on the day of the week specified in column C of the table below in the next succeeding week (unless such day is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day):

(A) When Auctions Occur <u>on this day</u>	(B) Auction Period Generally <u>Begins this day</u>	(C) Auction Period <u>Generally Ends this day</u>
Friday	Monday	Sunday
Monday	Tuesday	Monday
Tuesday	Wednesday	Tuesday
Wednesday	Thursday	Wednesday
Thursday	Friday	Thursday

(d) *28-day Auction Period.* With respect to Series 2012A Bonds in a 28-day Auction Period, if Auctions generally are conducted on the day of the week specified in column A of the table above, a period of generally 28 days beginning on the day of the week specified in column B of the table above (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on the day of the week specified in column C of the table above) and ending on the same day of the week specified in column C of the table above four weeks later (unless such day is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day).

(e) *35-day Auction Period.* With respect to Series 2012A Bonds in a 35-day Auction Period, if Auctions generally are conducted on the day of the week specified in column A of the table above, a period of generally 35 days beginning on the day of the week specified in column B of the table above (or the day following the last day of the prior Auction Period if the prior Auction Period does not end on the day of the week specified in column C of the table above) and ending on the day of the week specified in column C of the table above five weeks later (unless such day is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day).

(f) *Three-month Auction Period.* With respect to Series 2012A Bonds in a three-month Auction Period, a period of generally three months (or shorter period upon a conversion from another Auction Period or following an ARS Conversion Date) beginning on the day following the last day of the prior Auction Period and ending on the calendar day immediately preceding the first Business Day of the month that is the third calendar month following the beginning date of such Auction Period; and

(g) *Six-month Auction Period.* With respect to Series 2012A Bonds in a six-month Auction Period, a period of generally six months (or shorter period upon a conversion from another Auction Period or following an ARS Conversion Date) beginning on the day following the last day of the prior Auction Period and ending on the next succeeding January 31 or July 31;

Provided, however, that if there is a conversion of Series 2012A Bonds with Auctions generally conducted on the day of the week specified in column A of the table above, (i) from a daily Auction Period to a seven-day Auction Period, the next Auction Period shall begin on the date of the conversion (i.e. the Interest Payment Date for the prior Auction Period) and shall end on the next succeeding day of the week specified in column C of the table above (unless such day is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day), (ii) from a daily Auction Period to a 28-day Auction Period, the next Auction Period shall begin on the date of the conversion (i.e., the Interest Payment Date for the prior Auction Period) and shall end of the day of the week specified in column C of the table above (unless such day is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day) which is more than 21 days but not more than 28 days from such date of conversion, and (iii) from a daily Auction Period to a 35-day Auction Period, the next Auction Period shall begin on the date of the conversion (i.e. the Interest Payment Date for the prior Auction Period) and shall end on the day of the week specified in column C of the table above (unless such day is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day) which is more than 28 days but no more than 35 days from such date of conversion.

Notwithstanding the foregoing, if an Auction is for an Auction Period of more than seven days and the Auction Rate on such Auction Date is the Maximum Rate as the result of a lack of Sufficient Clearing Bids, the Auction Period shall automatically convert to a seven-day Auction Period. On the following Auction Date, the Auction shall be conducted for an Auction Period of the same length as the Auction Period prior to such automatic conversion. If such Auction is successful, the Auction Period shall revert to the length prior to the automatic conversion, and, if such Auction is not successful, the Auction Period shall be another seven-day period.

“Auction Period Rate” means the Auction Rate or any other rate of interest to be borne by the Series 2012A Bonds during each Auction Period determined in accordance with Section 2.04 of this Exhibit; provided, however, in no event may the Auction Period Rate exceed the Maximum Rate.

“Auction Procedures” means the procedures for conducting Auctions for the Series 2012A Bonds during an ARS Rate Period set forth in this Exhibit B.

“Auction Rate” means for Series 2012A Bonds for each Auction Period, (i) if Sufficient Clearing Bids exist, the Winning Bid Rate, provided, however, if all of the Series 2012A Bonds are the subject of Submitted Hold Orders, the All Hold Rate for such Series 2012A Bonds and (ii) if Sufficient Clearing Bids do not exist, the Maximum Rate for such Series 2012A Bonds.

“Authorized Denominations” means \$25,000 and integral multiples thereof so long as the Bonds bear interest at the ARS Rate, notwithstanding anything else in the Authorizing Document to the contrary.

“Authorizing Document” means the Bond Trust Indenture dated as of October 1, 2012 between the Illinois Finance Authority and The Bank of New York Mellon Trust Company, N.A., as Bond Trustee.

“Available Bonds” means, on each Auction Date, the aggregate principal amount of Series 2012A Bonds that are not the subject of Submitted Hold Orders.

“Bid” has the meaning specified in subsection (a) of Section 2.01 of this Exhibit.

“Bidder” means each Existing Owner and Potential Owner who places an Order.

“Broker-Dealer” means any entity that is permitted by law to perform the function required of a Broker-Dealer described in this Exhibit, that is a member of, or a direct participant in, the Securities Depository, that has been selected by the Corporation and that is a party to a Broker-Dealer Agreement with the Auction Agent and the Corporation. The “Broker-Dealer of record” with respect to any Series 2012A Bond is the Broker-Dealer which placed the Order for such Series 2012A Bond or whom the Existing Owner of such Bond has designated as its Broker-Dealer with respect to such Series 2012A Bond, in each case as reflected in the records of the Auction Agent.

“Broker-Dealer Agreement” means an agreement among the Auction Agent, the Corporation and a Broker-Dealer pursuant to which such Broker-Dealer agrees to follow the

procedures described in this Exhibit, as such agreement may from time to time be amended or supplemented.

“Broker-Dealer Deadline” means, with respect to an Order, the internal deadline established by the Broker-Dealer through which the Order was placed after which it will not accept Orders or any change in any Order previously placed with such Broker-Dealer; provided, however, that nothing shall prevent the Broker-Dealer from correcting Clerical Errors by the Broker-Dealer with respect to Orders from Bidders after the Broker-Dealer Deadline pursuant to the provisions herein. Any Broker-Dealer may change the time or times of its Broker-Dealer Deadline as it relates to such Broker-Dealer by giving notice not less than two Business Days prior to the date such change is to take effect to Bidders who place Orders through such Broker-Dealer.

“Business Day” in addition to any other definition of “Business Day” included in the Authorizing Document, while Series 2012A Bonds bear interest at the Auction Period Rate, the term Business Day shall not include Saturdays, Sundays, days on which the New York Stock Exchange or its successor is not open for business, days on which the Federal Reserve Bank of New York is not open for business, days on which banking institutions or trust companies located in the state in which the operations of the Auction Agent are conducted are authorized or required to be closed by law, regulation or executive order of the state in which the Auction Agent conducts operations with respect to the Series 2012A Bonds.

“Clerical Error” means a clerical error in the processing of an Order, and includes, but is not limited to, the following: (i) a transmission error, including but not limited to, an Order sent to the wrong address or number, failure to transmit certain pages or illegible transmission, (ii) failure to transmit an Order received from one or more Existing Owners or Potential Owners (including Orders from the Broker-Dealer which were not originated by the Auction Desk) prior to the Broker-Dealer Deadline or generated by the Broker-Dealer’s Auction Desk for its own account prior to the Submission Deadline or (iii) a typographical error. Determining whether an error is a “Clerical Error” is within the reasonable judgment of the Broker-Dealer, provided that the Broker-Dealer has a record of the correct Order that shows it was so received or so generated prior to the Submission Deadline.

“Electronic Means” means, facsimile transmission, email transmission or other similar electronic means of communication providing evidence of transmission, including a telephone communication confirmed by any other method set forth in this definition.

“Error Correction Deadline” means one hour after the Auction Agent completes the dissemination of the results of the Auction to Broker-Dealers without regard to the time of receipt of such results by any Broker-Dealer; provided, however, in no event shall the Error Correction Deadline extend past 4:00 p.m., New York City time unless the Auction Agent experiences technological failure or force majeure in disseminating the Auction results which causes a delay in dissemination past 3:00 p.m., New York City time.

“Existing Owner” means a Person who is the beneficial owner of Series 2012A Bonds; provided, however, that for purposes of conducting an Auction, the Auction Agent may consider a Broker-Dealer acting on behalf of its customer as an Existing Owner.

“Flexible Auction Period” means:

(a) any period of 182 days or less which is divisible by seven and which begins on an Interest Payment Date and ends (i) in the case of Series 2012A Bonds with Auctions generally conducted on Fridays, on a Sunday unless such Sunday is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day, (ii) in the case of Series 2012A with Auctions generally conducted on Mondays, on a Monday unless such Monday is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day, (iii) in the case of Series 2012A Bonds with Auctions generally conducted on Tuesdays, on a Tuesday unless such Tuesday is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day, (iv) in the case of Series 2012A Bonds with Auctions generally conducted on Wednesdays, on a Wednesday unless such Wednesday is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day, and (v) in the case of Series 2012A Bonds with Auctions generally conducted on Thursdays, on a Thursday unless such Thursday is not followed by a Business Day, in which case on the next succeeding day which is followed by a Business Day or

(b) any period which is longer than 182 days which begins on an Interest Payment Date and ends not later than the final scheduled maturity date of such Series 2012A Bonds.

“Hold Order” means an Order to hold the Series 2012A Bonds as provided in Section 2.01(a) of this Exhibit or such an Order deemed to have been submitted as provided in Section 2.01(c) of this Exhibit.

“Index” means, on any Auction Date with respect to Series 2012A Bonds in any Auction Period of 35 days or less, the One Month LIBOR Rate on such date and, with respect to Series 2012A Bonds in any Auction Period of more than 35 days, the rate on United States Treasury Securities having a maturity which most closely approximates the length of the Auction Period as last published in The Wall Street Journal or such other source as may be mutually agreed upon by the Corporation and the Broker-Dealers. If either rate is unavailable, the Index shall be an index or rate agreed to by all Broker-Dealers and consented to by the Corporation. For the purpose of this definition an Auction Period of 35 days or less means a 35-day Auction Period or shorter Auction Period, i.e. a 35-day Auction Period which is extended because of a holiday would still be considered an Auction Period of 35 days or less.

“Interest Payment Date” with respect to Series 2012A Bonds bearing interest at Auction Period Rates, means, notwithstanding anything else in this Bond Indenture to the contrary, (a) when used with respect to any Auction Period other than a daily Auction Period or a Flexible Auction Period, the Business Day immediately following such Auction Period, (b) when used with respect to a daily Auction Period, the first Business Day of the month immediately succeeding the first day such Auction Period, (c) when used with respect to a Flexible Auction Period of (i) seven or more but fewer than 183 days, the Business Day immediately following such Flexible Auction Period, or (ii) 183 or more days, each February 1 and August 1 and on the Business Day immediately following such Flexible Auction Period and (d) the date when the final payment of principal of the Series 2012A Bonds becomes due and payable (whether at stated maturity, upon redemption or acceleration, or otherwise).

“Order” means a Hold Order, Bid or Sell Order.

“Potential Owner” means any Person, including any Existing Owner, who may be interested in acquiring a beneficial interest in the Series 2012A Bonds in addition to the Series 2012A Bonds currently owned by such Person, if any; provided, however, that for purposes of conducting an Auction, the Auction Agent may consider a Broker-Dealer acting on behalf of its customer as a Potential Owner.

“Securities Depository” means, notwithstanding anything else in this Bond Indenture to the contrary, The Depository Trust Company and its successors and assigns or any other securities depository selected by the Corporation.

“Sell Order” has the meaning specified in subsection (a) of Section 2.01 of this Exhibit.

“Submission Deadline” means 1:00 p.m., New York City time, on each Auction Date not in a daily Auction Period and 11:00 a.m., New York City time, on each Auction Date in a daily Auction Period, or such other time on such date as shall be specified from time to time by the Auction Agent if directed in writing by the Bond Trustee or the Corporation pursuant to the Auction Agreement as the time by which Broker-Dealers are required to submit Orders to the Auction Agent. Notwithstanding the foregoing, the Auction Agent will follow the Securities Industry and Financial Markets Association’s Early Market Close Recommendations for shortened trading days for the bond markets (the “SIFMA Recommendation”) unless the Auction Agent is instructed otherwise in writing by the Bond Trustee or the Authority. In the event of a SIFMA Recommendation with respect to an Auction Date, the Submission Deadline will be 11:30 a.m., instead of 1:00 p.m., New York City time.

“Submitted Bid” has the meaning specified in subsection (b) of Section 2.04 of this Exhibit.

“Submitted Hold Order” has the meaning specified in subsection (b) of Section 2.04 of this Exhibit.

“Submitted Order” has the meaning specified in subsection (b) of Section 2.04 of this Exhibit.

“Submitted Sell Order” has the meaning specified in subsection (b) of Section 2.04 of this Exhibit.

“Sufficient Clearing Bids” means for each Series 2012A Bonds, an Auction for which the number of Units of such Series 2012A Bonds that are the subject of Submitted Bids by Potential Owners specifying one or more rates not higher than the Maximum Rate is not less than the number of Units of such Series 2012A Bonds that are the subject of Submitted Sell Orders and of Submitted Bids by Existing Owners specifying rates higher than the Maximum Rate.

“Units” has the meaning set forth in Section 2.02(a)(iii) of this Exhibit.

“Winning Bid Rate” means for each Series 2012A Bonds, the lowest rate specified in any Submitted Bid which if calculated by the Auction Agent as the Auction Rate would cause the

number of Units of such Series 2012A Bonds that are the subject of Submitted Bids specifying a rate not greater than such rate to be not less than the number of Units of Available Bonds.

ARTICLE II

AUCTION PROCEDURES

Section 2.01. Orders by Existing Owners and Potential Owners. (a) Prior to the Broker-Dealer Deadline for the Series 2012A Bonds on each Auction Date:

(i) each Existing Owner may submit to a Broker-Dealer, in writing or by such other method as shall be reasonably acceptable to such Broker-Dealer, one or more Orders as to:

(A) the principal amount of Series 2012A Bonds, if any, held by such Existing Owner which such Existing Owner commits to continue to hold for the next succeeding Auction Period without regard to the Auction Rate for such Auction Period,

(B) the principal amount of Series 2012A Bonds, if any, held by such Existing Owner which such Existing Owner commits to continue to hold for the next succeeding Auction Period if the Auction Rate for the next succeeding Auction Period is not less than the rate per annum specified in such Bid (and if the Auction Rate is less than such specified rate, the effect of the Order shall be as set forth in paragraph (b)(i)(A) of this Section), and/or

(C) the principal amount of Series 2012A Bonds, if any, held by such Existing Owner which such Existing Owner offers to sell on the first Business Day of the next succeeding Auction Period (or on the same day in the case of a daily Auction Period) without regard to the Auction Rate for the next succeeding Auction Period; and

(ii) each Potential Owner may submit to a Broker-Dealer, in writing or by such other method as shall be reasonably acceptable to such Broker-Dealer, an Order as to the principal amount of Series 2012A Bonds, which each such Potential Owner offers to purchase if the Auction Rate for the next succeeding Auction Period is not less than the rate per annum then specified by such Potential Owner.

For the purposes of these Auction Procedures an Order containing the information referred to in clause (i)(A) above is referred to as a “Hold Order,” an Order containing the information referred to in clause (i)(B) or (ii) above is referred to as a “Bid,” and an Order containing the information referred to in clause (i)(C) above is referred to as a “Sell Order.”

No Auction Desk of a Broker-Dealer shall accept as an Order a submission (whether received from an Existing Owner or a Potential Owner or generated by the Broker-Dealer for its own account) which does not conform to the requirements of these Auction Procedures, including, but not limited to, submissions which are not in Authorized Denominations, specify a rate which contains more than three figures to the right of the decimal point or specify an amount

greater than the amount of Outstanding Series 2012A Bonds. No Auction Desk of a Broker-Dealer shall accept a Bid or Sell Order which is conditioned on being filled in whole or which does not specify a specific interest rate.

(b) (i) A Bid by an Existing Owner shall constitute an offer to sell on the first Business Day of the next succeeding Auction Period (or the same day in the case of a daily Auction Period):

(A) the principal amount of Series 2012A Bonds specified in such Bid if the Auction Rate for the next succeeding Auction Period shall be less than the rate specified in such Bid; or

(B) such principal amount or a lesser principal amount of Series 2012A Bonds to be determined as described in subsection (a)(v) of Section 2.05 hereof if the Auction Rate for the next succeeding Auction Period shall be equal to such specified rate; or

(C) a lesser principal amount of Series 2012A Bonds to be determined as described in subsection (b)(iv) of Section 2.05 hereof if such specified rate shall be higher than the Maximum Rate and Sufficient Clearing Bids do not exist.

(ii) A Sell Order by an Existing Owner shall constitute an offer to sell:

(A) the principal amount of Series 2012A Bonds specified in such Sell Order; or

(B) such principal amount or a lesser principal amount of Series 2012A Bonds as described in subsection (b)(iv) of Section 2.05 hereof if Sufficient Clearing Bids do not exist.

(iii) A Bid by a Potential Owner shall constitute an offer to purchase:

(A) the principal amount of Series 2012A Bonds specified in such Bid if the Auction Rate for the next succeeding Auction Period shall be higher than the rate specified therein; or

(B) such principal amount or a lesser principal amount of Series 2012A Bonds as described in subsection (a)(vi) of Section 2.04 hereof if the Auction Rate for the next succeeding Auction Period shall be equal to such specified rate.

(c) Anything herein to the contrary notwithstanding:

(i) If an Order or Orders covering all of the Series 2012A Bonds held by an Existing Owner is not submitted to the Broker-Dealer of record for such Existing Owner prior to the Broker-Dealer Deadline, such Broker-Dealer shall deem a Hold Order to have been submitted on behalf of such Existing Owner covering the principal amount of Series

2012A Bonds held by such Existing Owner and not subject to Orders submitted to such Broker-Dealer; provided, however, that if there is a conversion from one Auction Period to a longer Auction Period and Orders have not been submitted to such Broker-Dealer prior to the Broker-Dealer Deadline covering the aggregate principal amount of Series 2012A Bonds to be converted held by such Existing Owner, such Broker-Dealer shall deem a Sell Order to have been submitted on behalf of such Existing Owner covering the principal amount of Series 2012A Bonds to be converted held by such Existing Owner not subject to Orders submitted to such Broker-Dealer;

(ii) for purposes of any Auction, any Order by any Existing Owner or Potential Owner shall be revocable until the Broker-Dealer Deadline, and after the Broker-Dealer Deadline all such Orders shall be irrevocable except as provided in Sections 2.02(e)(ii) and 2.02 (f); and

(iii) for purposes of any Auction other than during a daily Auction Period, any Series 2012A Bonds sold or purchased pursuant to subsection (b)(i), (ii) or (iii) above shall be sold or purchased at a price equal to 100% of the principal amount thereof; provided that, for purposes of any Auction during a daily Auction Period, such sale or purchase price shall be 100% of the principal amount thereof plus accrued interest to the date of sale or purchase.

Section 2.02. Submission of Orders by Broker-Dealers to Auction Agent.

(a) Each Broker-Dealer shall submit to the Auction Agent in writing, or by such Electronic Means as shall be reasonably acceptable to the Auction Agent, prior to the Submission Deadline on each Auction Date, all Orders accepted by such Broker-Dealer in accordance with Section 2.01 above and specifying with respect to each Order or aggregation of Orders pursuant to Section 2.02(e) below:

(i) the name of the Broker-Dealer;

(ii) the number of Bidders placing Orders, if requested by the Auction Agent;

(iii) the aggregate number of Units of Series 2012A Bonds, if any, that are the subject of such Order, where each Unit is equal to the principal amount of the Authorized Denomination of the Series 2012A Bonds;

(iv) to the extent that such Bidder is an Existing Owner:

(A) the number of Units of Series 2012A Bonds, if any, subject to any Hold Order placed by such Existing Owner;

(B) the number of Units of Series 2012A Bonds, if any, subject to any Bid placed by such Existing Owner and the rate specified in such Bid; and

(C) the number of Units of Series 2012A Bonds, if any, subject to any Sell Order placed by such Existing Owner; and

(v) to the extent such Bidder is a Potential Owner, the rate specified in such Bid.

(b) If more than one Bid is submitted to a Broker-Dealer on behalf of any single Potential Owner, the Broker-Dealer shall aggregate each Bid on behalf of such Potential Owner submitted with the same rate and consider such Bids as a single Bid and shall consider each Bid submitted with a different rate a separate Bid with the rate and the number of Units of Series 2012A Bonds specified therein.

A Broker-Dealer may aggregate the Orders of different Potential Owners with those of other Potential Owners on whose behalf the Broker-Dealer is submitting Orders and may aggregate the Orders of different Existing Owners with other Existing Owners on whose behalf the Broker-Dealer is submitting Orders; *provided, however*, Bids may only be aggregated if the interest rates on the Bids are the same.

(c) None of the Authority, the Corporation, the Bond Trustee or the Auction Agent shall be responsible for the failure of any Broker-Dealer to submit an Order to the Auction Agent on behalf of any Existing Owner or Potential Owner.

(d) Nothing contained herein shall preclude a Broker-Dealer from placing an Order for some or all of the Series 2012A Bonds for its own account.

(e) Until the Submission Deadline, a Broker-Dealer may withdraw or modify any Order previously submitted to the Auction Agent (i) for any reason if the Order was generated by the Auction Desk of the Broker-Dealer for the account of the Broker-Dealer or (ii) to correct a Clerical Error on the part of the Broker-Dealer in the case of any other Order, including Orders from the Broker-Dealer which were not originated by the Auction Desk.

(f) After the Submission Deadline and prior to the Error Correction Deadline, a Broker-Dealer may:

(i) submit to the Auction Agent an Order received from an Existing Owner, Potential Owner or a Broker-Dealer which is not an Order originated by the Auction Desk, in each case prior to the Broker-Dealer Deadline, or an Order generated by the Broker-Dealer for its own account, in either case prior to the Submission Deadline (provided that the Broker-Dealer has a record of such Order and the time when such Order was received or generated) and not submitted to the Auction Agent prior to the Submission Deadline as a result of (A) an event of force majeure or a technological failure which made delivery prior to the Submission Deadline impossible or, under the conditions then prevailing, impracticable or (B) a Clerical Error on the part of the Broker-Dealer; or

(ii) modify or withdraw an Order received from an Existing Owner or Potential Owner or generated by the Broker-Dealer (whether generated by the Broker-Dealer's Auction Desk or elsewhere with the Broker-Dealer) for its own account and submitted to the Auction Agent prior to the Submission Deadline or pursuant to clause (i) above, if the Broker-Dealer determines that such Order contained a Clerical Error on the part of the Broker-Dealer.

In the event a Broker-Dealer makes a submission, modification or withdrawal and the Auction Agent has already run the Auction, the Auction Agent shall rerun the Auction, taking into account such submission, modification or withdrawal. Each such submission, modification or withdrawal of an Order submitted by a Broker-Dealer after the Submission Deadline and prior to the Error Correction Deadline shall constitute a representation by the Broker-Dealer that, (A) in the case of a newly submitted Order or portion thereof or revised Order, the failure to submit such Order prior to the Submission Deadline resulted from an event described in clause (i) above and such Order was received from an Existing Owner or Potential Owner or is an Order received from the Broker-Dealer that was not originated by the Auction Desk, in each case, prior to the Broker-Dealer Deadline, or generated internally by such Broker-Dealer's Auction Desk for its own account prior to the Submission Deadline or (B) in the case of a modified or withdrawn Order, such Order was received from an Existing Owner, a Potential Owner or the Broker-Dealer which was not originated by the Auction Desk prior to the Broker-Dealer Deadline, or generated internally by such Broker-Dealer's Auction Desk for its own account prior to the Submission Deadline and such Order as submitted to the Auction Agent contained a Clerical Error on the part of the Broker-Dealer and that such Order has been modified or withdrawn solely to effect a correction of such Clerical Error, and in the case of either (A) or (B), as applicable, the Broker-Dealer has a record of such Order and the time when such Order was received or generated. The Auction Agent shall be entitled to rely conclusively (and shall have no liability for relying) on such representation for any and all purposes of the Auction Procedures.

(g) If after the Auction Agent announces the results of an Auction, a Broker-Dealer becomes aware that an error was made by the Auction Agent, the Broker-Dealer shall communicate such awareness to the Auction Agent prior to 5:00 p.m. New York City time on the Auction Date (or 2:00 pm. New York City time in the case of Bonds in a daily Auction Period). If the Auction Agent determines there has been such an error (as a result of either a communication from a Broker-Dealer or its own discovery) prior to 3:00 p.m. New York City time on the first day of the Auction Period with respect to which such Auction was conducted, the Auction Agent shall correct the error and notify each Broker-Dealer that submitted Bids or held a position in Series 2012A Bonds in such Auction of the corrected results.

(h) Nothing contained herein shall preclude the Auction Agent from:

(i) advising a Broker-Dealer prior to the Submission Deadline that it has not received Sufficient Clearing Bids for the Series 2012A Bonds, *provided, however*, that if the Auction Agent so advises any Broker-Dealer, it shall so advise all Broker-Dealers; or

(ii) verifying the Orders of a Broker-Dealer prior to or after the Submission Deadline, *provided, however*, that if the Auction Agent verifies the Orders of any Broker-Dealer, it shall verify the Orders of all Broker-Dealers requesting such verification.

Section 2.03. Treatment of Orders by the Auction Agent. Anything herein to the contrary notwithstanding:

(a) If the Auction Agent receives an Order which does not conform to the requirements of these Auction Procedures, the Auction Agent may contact the Broker-Dealer submitting such Order until one hour after the Submission Deadline and inform such Broker-

Dealer that it may resubmit such Order so that it conforms to the requirements of these Auction Procedures. Upon being so informed, that it may, such Broker-Dealer may correct and resubmit to the Auction Agent any such Order, that solely as a result of a Clerical Error on the part of such Broker-Dealer, did not conform to the requirements of these Auction Procedures when previously submitted to the Auction Agent. Any such resubmission by a Broker-Dealer shall constitute a representation by such Broker-Dealer that the failure of such Order to have so conformed was solely as a result of a Clerical Error on the part of such Broker-Dealer. If the Auction Agent has not received a corrected conforming Order within one hour and fifteen minutes of the Submission Deadline, the Auction Agent shall, if and to the extent applicable, adjust or apply such Order, as the case may be, in conformity with the provisions of subsections (b), (c) or (d) of this Section 2.03 and, if the Auction Agent is unable to so adjust or apply such Order, the Auction Agent shall reject such Order.

(b) If any rate specified in any Bid contains more than three figures to the right of the decimal point, the Auction Agent shall round such rate up to the next highest one thousandth of one percent (0.001%).

(c) If one or more Orders covering in the aggregate more than the number of Units of Outstanding Series 2012A Bonds are submitted by a Broker-Dealer to the Auction Agent, such Orders shall be considered valid in the following order of priority:

(i) all Hold Orders shall be considered Hold Orders, but only up to and including in the aggregate the number of Units of Series 2012A Bonds for which such Broker-Dealer is the Broker-Dealer of record;

(ii) (A) any Bid of a Broker-Dealer shall be considered valid as a Bid of an Existing Owner up to and including the excess of the number of Units of Series 2012A Bonds for which such Broker-Dealer is the Broker-Dealer of record over the number of Units of the Series 2012A Bonds subject to Hold Orders referred to in paragraph (i) above;

(B) subject to clause (A) above, all Bids of a Broker-Dealer with the same rate shall be aggregated and considered a single Bid of an Existing Owner up to and including the excess of the number of Units of Series 2012A Bonds for which such Broker-Dealer is the Broker-Dealer of record over the number of Units of Series 2012A Bonds for which such Broker-Dealer is the Broker-Dealer of record subject to Hold Orders referred to in paragraph (i) above;

(C) subject to clause (A) above, if more than one Bid with different rates is submitted by a Broker-Dealer, such Bids shall be considered Bids of an Existing Owner in the ascending order of their respective rates up to the amount of the excess of the number of Units of Series 2012A Bonds for which such Broker-Dealer is the Broker-Dealer of record over the number of Units of Series 2012A Bonds for which such Broker-Dealer is the Broker-Dealer of record subject to Hold Orders referred to in paragraph (i) above; and

(D) the number of Units, if any, of such Series 2012A Bonds subject to Bids not considered to be Bids for which such Broker-Dealer is the Broker-Dealer of record under this paragraph (ii) shall be treated as the subject of a Bid by a Potential Owner;

(iii) all Sell Orders shall be considered Sell Orders, but only up to and including the number of Units of Series 2012A Bonds equal to the excess of the number of Units of Series 2012A Bonds for which such Broker-Dealer is the Broker-Dealer of record over the sum of the number of Units of the Series 2012A Bonds considered to be subject to Hold Orders pursuant to paragraph (i) above and the principal amount of Series 2012A Bonds considered to be subject to Bids for which such Broker-Dealer is the Broker-Dealer of record pursuant to paragraph (ii) above.

(d) If any Order is for other than an integral number of Units, then the Auction Agent shall round the amount down to the nearest number of whole Units, and the Auction Agent shall conduct the Auction Procedures as if such Order had been submitted in such number of Units.

(e) For purposes of any Auction other than during a daily Auction Period, if an Auction Agent has been notified by the Bond Trustee, Authority or Corporation that any portion of an Order by a Broker-Dealer relates to a Series 2012A Bond which has been called for redemption on or prior to the Interest Payment Date next succeeding such Auction, the Order shall be invalid with respect to such portion and the Auction Agent shall conduct the Auction Procedures as if such portion of such Order had not been submitted.

(f) For purposes of any Auction other than during a daily Auction Period, no portion of a Series 2012A Bond which the Auction Agent has been notified by the Bond Trustee, Authority or Corporation has been called for redemption on or prior to the Interest Payment Date next succeeding such Auction shall be included in the calculation of Available Bonds for such Auction.

(g) If an Order or Orders covering all of the Series 2012A Bonds is not submitted by a Broker-Dealer of record prior to the Submission Deadline, the Auction Agent shall deem a Hold Order to have been submitted on behalf of such Broker-Dealer covering the principal amount of Series 2012A Bonds for which such Broker-Dealer is the Broker-Dealer of record and not subject to Orders submitted to the Auction Agent; *provided, however*, that if there is a conversion from one Auction Period to a longer Auction Period and Orders have not been submitted by such Broker-Dealer prior to the Submission Deadline covering the aggregate principal amount of Series 2012A Bonds to be converted for which such Broker-Dealer is the Broker-Dealer of record, the Auction Agent shall deem a Sell Order to have been submitted on behalf of such Broker-Dealer covering the principal amount of Series 2012A Bonds to be converted for which such Broker-Dealer is the Broker-Dealer of record not subject to Orders submitted by such Broker-Dealer.

(h) Any Bid specifying a rate higher than the Maximum Rate will (i) be treated as a Sell Order if submitted by an Existing Owner and (ii) not be accepted if submitted by a Potential Owner.

Section 2.04. Determination of Auction Period Rate. (a) If requested by the Bond Trustee or a Broker-Dealer, not later than 10:30 a.m., New York City time (or such other time as may be agreed to by the Auction Agent and all Broker-Dealers), on each Auction Date for the Series 2012A Bonds, the Auction Agent shall advise such Broker-Dealer (and thereafter confirm to the Bond Trustee, if requested) the All Hold Rate, the Index and, if the Maximum Rate is not a fixed interest rate, the Maximum Rate. Such advice, and confirmation, shall be made by telephone or other Electronic Means acceptable to the Auction Agent.

(b) Promptly after the Submission Deadline for the Series 2012A Bonds on each Auction Date, the Auction Agent shall assemble all Orders submitted or deemed submitted to it by the Broker-Dealers (each such Order as submitted or deemed submitted by a Broker-Dealer being hereinafter referred to as a "Submitted Hold Order," a "Submitted Bid" or a "Submitted Sell Order," as the case may be, and collectively as a "Submitted Order") and shall determine (i) the Available Bonds, (ii) whether there are Sufficient Clearing Bids, and (iii) the Auction Rate.

(c) In the event the Auction Agent shall fail to calculate or, for any reason, fails to provide the Auction Rate on the Auction Date, for any Auction Period (i) if the preceding Auction Period was a period of 35 days or less, (A) a new Auction Period shall be established for the same length of time as the preceding Auction Period, if the failure to make such calculation was because there was not at the time a duly appointed and acting Auction Agent or Broker-Dealer, and the Auction Period Rate for the new Auction Period shall be 75% of the Index if the Index is ascertainable on such date (by the Auction Agent, if there is at the time an Auction Agent, or the Bond Trustee, if at the time there is no Auction Agent) or, (B) if the failure to make such calculation was for any other reason or if the Index is not ascertainable on such date, the prior Auction Period shall be extended to the seventh day following the day that would have been the last day of the preceding Auction Period (or if such seventh day is not followed by a Business Day then to the next succeeding day that is followed by a Business Day) and the Auction Period Rate for the period as so extended shall be the same as the Auction Period Rate for the Auction Period prior to the extension, and (ii) if the preceding Auction Period was a period of greater than 35 days, (A) a new Auction Period shall be established for a period that ends on the seventh day following the day that was the last day of the preceding Auction Period, (or if such seventh day is not followed by a Business Day then to the next succeeding day which is followed by a Business Day) if the failure to make such calculation was because there was not at the time a duly appointed and acting Auction Agent or Broker-Dealer, and the Auction Period Rate for the new Auction Period shall be 75% of the Index if the Index is ascertainable on such date (by the Auction Agent, if there is at the time an Auction Agent, or the Trustee, if at the time there is no Auction Agent) or, (B) if the failure to make such calculation was for any other reason or if the Index is not ascertainable on such date, the prior Auction Period shall be extended to the seventh day following the day that would have been the last day of the preceding Auction Period (or if such seventh day is not followed by a Business Day then to the next succeeding day that is followed by a Business Day) and the Auction Period Rate for the period as so extended shall be the same as the Auction Period Rate for the Auction Period prior to the extension. In the event a new Auction Period is established as set forth in clause (ii) (A) above, an Auction shall be held on the last Business Day of the new Auction Period to determine an Auction Rate for an Auction Period beginning on the Business Day immediately following the last day of the new Auction Period and ending on the date on which the Auction Period

otherwise would have ended had there been no new Auction Period or Auction Periods subsequent to the last Auction Period for which a Winning Bid Rate or an All Hold Rate had been determined. In the event an Auction Period is extended as set forth in clause (i) (B) or (ii) (B) above, an Auction shall be held on the last Business Day of the Auction Period as so extended to determine an Auction Rate for an Auction Period beginning on the Business Day immediately following the last day of the extended Auction Period and ending on the date on which the Auction Period otherwise would have ended had there been no extension of the prior Auction Period.

Notwithstanding the foregoing, neither new nor extended Auction Periods shall total more than 35 days in the aggregate. If at the end of the 35 days the Auction Agent fails to calculate or provide the Auction Rate, or there is not at the time a duly appointed and acting Auction Agent or Broker-Dealer, the Auction Period Rate shall be the Maximum Rate.

(d) In the event of a failed conversion from an Auction Mode to any other Mode or in the event of a failure to change the length of the current Auction Period due to the lack of Sufficient Clearing Bids at the Auction on the Auction Date for the first new Auction Period, the ARS Rate for the next Auction Period shall be the Maximum Rate and the Auction Period shall be a seven-day Auction Period.

(e) If the Series 2012A Bonds are no longer maintained in book-entry-only form by the Securities Depository, then the Auctions shall cease and the ARS Rate shall be the Maximum Rate.

Section 2.05. Allocation of Series 2012A Bonds.

(a) In the event of Sufficient Clearing Bids for the Series 2012A Bonds, subject to the further provisions of subsections (c) and (d) below, Submitted Orders for the Series 2012A Bonds shall be accepted or rejected as follows in the following order of priority:

(i) the Submitted Hold Order of each Existing Owner shall be accepted, thus requiring each such Existing Owner to continue to hold the Series 2012A Bonds that are the subject of such Submitted Hold Order;

(ii) the Submitted Sell Order of each Existing Owner shall be accepted and the Submitted Bid of each Existing Owner specifying any rate that is higher than the Winning Bid Rate shall be rejected, thus requiring each such Existing Owner to sell the Series 2012A Bonds that are the subject of such Submitted Sell Order or Submitted Bid;

(iii) the Submitted Bid of each Existing Owner specifying any rate that is lower than the Winning Bid Rate shall be accepted, thus requiring each such Existing Owner to continue to hold the Series 2012A Bonds that are the subject of such Submitted Bid;

(iv) the Submitted Bid of each Potential Owner specifying any rate that is lower than the Winning Bid Rate shall be accepted, thus requiring each such Potential Owner to purchase the Series 2012A Bonds that are the subject of such Submitted Bid;

(v) the Submitted Bid of each Existing Owner specifying a rate that is equal to the Winning Bid Rate shall be accepted, thus requiring each such Existing Owner to continue to hold the Series 2012A Bonds that are the subject of such Submitted Bid, but only up to and including the number of Units of Series 2012A Bonds obtained by multiplying (A) the aggregate number of Units of Outstanding Series 2012A Bonds which are not the subject of Submitted Hold Orders described in paragraph (i) above or of Submitted Bids described in paragraphs (iii) or (iv) above by (B) a fraction the numerator of which shall be the number of Units of Outstanding Series 2012A Bonds held by such Existing Owner subject to such Submitted Bid and the denominator of which shall be the aggregate number of Units of Outstanding Series 2012A Bonds subject to such Submitted Bids made by all such Existing Owners that specified a rate equal to the Winning Bid Rate, and the remainder, if any, of such Submitted Bid shall be rejected, thus requiring each such Existing Owner to sell any excess amount of Series 2012A Bonds;

(vi) the Submitted Bid of each Potential Owner specifying a rate that is equal to the Winning Bid Rate shall be accepted, thus requiring each such Potential Owner to purchase the Series 2012A Bonds that are the subject of such Submitted Bid, but only in an amount equal to the number of Units of Series 2012A Bonds obtained by multiplying (A) the aggregate number of Units of Outstanding Series 2012A Bonds which are not the subject of Submitted Hold Orders described in paragraph (i) above or of Submitted Bids described in paragraphs (iii), (iv) or (v) above by (B) a fraction the numerator of which shall be the number of Units of Outstanding Series 2012A Bonds subject to such Submitted Bid and the denominator of which shall be the sum of the aggregate number of Units of Outstanding Series 2012A Bonds subject to such Submitted Bids made by all such Potential Owners that specified a rate equal to the Winning Bid Rate, and the remainder of such Submitted Bid shall be rejected; and

(vii) the Submitted Bid of each Potential Owner specifying any rate that is higher than the Winning Bid Rate shall be rejected.

(b) In the event there are not Sufficient Clearing Bids, subject to the further provisions of subsections (c) and (d) below, Submitted Orders for the Series 2012A Bonds shall be accepted or rejected as follows in the following order of priority:

(i) the Submitted Hold Order of each Existing Owner shall be accepted, thus requiring each such Existing Owner to continue to hold the Series 2012A Bonds that are the subject of such Submitted Hold Order;

(ii) the Submitted Bid of each Existing Owner specifying any rate that is not higher than the Maximum Rate shall be accepted, thus requiring each such Existing Owner to continue to hold the Series 2012A Bonds that are the subject of such Submitted Bid;

(iii) the Submitted Bid of each Potential Owner specifying any rate that is not higher than the Maximum Rate shall be accepted, thus requiring each such Potential Owner to purchase the Series 2012A Bonds that are the subject of such Submitted Bid;

(iv) the Submitted Sell Orders of each Existing Owner shall be accepted as Submitted Sell Orders and the Submitted Bids of each Existing Owner specifying any rate that is higher than the Maximum Rate shall be deemed to be and shall be accepted as Submitted Sell Orders, in both cases only up to and including the number of Units of Series 2012A Bonds obtained by multiplying (A) the aggregate number of Units of Series 2012A Bonds subject to Submitted Bids described in paragraph (iii) of this subsection (b) by (B) a fraction the numerator of which shall be the number of Units of Outstanding Series 2012A Bonds held by such Existing Owner subject to such Submitted Sell Order or such Submitted Bid deemed to be a Submitted Sell Order and the denominator of which shall be the number of Units of Outstanding Series 2012A Bonds subject to all such Submitted Sell Orders and such Submitted Bids deemed to be Submitted Sell Orders, and the remainder of each such Submitted Sell Order or Submitted Bid shall be deemed to be and shall be accepted as a Hold Order and each such Existing Owner shall be required to continue to hold such excess amount of Series 2012A Bonds; and

(v) the Submitted Bid of each Potential Owner specifying any rate that is higher than the Maximum Rate shall be rejected.

(c) If, as a result of the undertakings described in Section 2.05(a) or (b) above, any Existing Owner or Potential Owner would be required to purchase or sell an aggregate principal amount of the Series 2012A Bonds that is not an integral multiple of an Authorized Denomination on any Auction Date, the Auction Agent shall by lot, in such manner as it shall determine in its sole discretion, round up or down the principal amount of the Series 2012A Bonds to be purchased or sold by any Existing Owner or Potential Owner on such Auction Date so that the aggregate principal amount of the Bonds purchased or sold by each Existing Owner or Potential Owner on such Auction Date shall be an integral multiple of such Authorized Denomination, even if such allocation results in one or more of such Existing Owners or Potential Owners not purchasing or selling any Series 2012A Bonds on such Auction Date.

(d) If, as a result of the undertakings described in Section 2.05(a) above, any Potential Owner would be required to purchase less than an Authorized Denomination in principal amount of the Series 2012A Bonds on any Auction Date, the Auction Agent shall by lot, in such manner as it shall determine in its sole discretion, allocate the Series 2012A Bonds for purchase among Potential Owners so that the principal amount of the Series 2012A Bonds purchased on such Auction Date by any Potential Owner shall be an integral multiple of such Authorized Denomination, even if such allocation results in one or more of such Potential Owners not purchasing the Series 2012A Bonds on such Auction Date.

Section 2.06. Notice of Auction Period Rate. (a) On each Auction Date, the Auction Agent shall notify each Broker-Dealer that participated in the Auction held on such Auction Date by Electronic Means acceptable to the Auction Agent and the applicable Broker-Dealer of the following, with respect to the Series 2012A Bonds for which an Auction was held on such Auction Date:

(i) the Auction Period Rate determined on such Auction Date for the succeeding Auction Period;

(ii) whether Sufficient Clearing Bids existed for the determination of the Winning Bid Rate;

(iii) if such Broker-Dealer submitted a Bid or a Sell Order on behalf of an Existing Owner, whether such Bid or Sell Order was accepted or rejected and the number of Units of Series 2012A Bonds, if any, to be sold by such Existing Owner;

(iv) if such Broker-Dealer submitted a Bid on behalf of a Potential Owner, whether such Bid was accepted or rejected and the number of Units of Series 2012A Bonds, if any, to be purchased by such Potential Owner;

(v) if the aggregate number of Units of the Series 2012A Bonds to be sold by all Existing Owners on whose behalf such Broker-Dealer submitted Bids or Sell Orders is different from the aggregate number of Units of Series 2012A Bonds to be purchased by all Potential Owners on whose behalf such Broker-Dealer submitted a Bid, the name or names of one or more Broker-Dealers (and the Agent Member, if any, of each such other Broker-Dealer) and the number of Units of Series 2012A Bonds to be (A) purchased from one or more Existing Owners on whose behalf such other Broker-Dealers submitted Bids or Sell Orders or (B) sold to one or more Potential Owners on whose behalf such Broker-Dealer submitted Bids;

(vi) the amount of dividend or interest payable per Unit on each Interest Payment Date with respect to such Auction Period; and

(vii) the immediately succeeding Auction Date.

(b) On each Auction Date, with respect to the Series 2012A Bonds for which an Auction was held on such Auction Date, each Broker-Dealer that submitted an Order on behalf of any Existing Owner or Potential Owner shall (i) if requested by an Existing Owner or a Potential Owner, advise each Existing Owner or Potential Owner on whose behalf such Broker-Dealer submitted an Order as to (A) the Auction Period Rate determined on such Auction Date, (B) whether any Bid or Sell Order submitted on behalf of each such Owner was accepted or rejected and (C) the immediately succeeding Auction Date; (ii) instruct each Potential Owner on whose behalf such Broker-Dealer submitted a Bid that was accepted, in whole or in part, to instruct such Potential Owner's Agent Member to pay to such Broker-Dealer (or its Agent Member) through the Securities Depository the amount necessary to purchase the number of Units of Series 2012A Bonds to be purchased pursuant to such Bid (including, with respect to the Series 2012A Bonds in a daily Auction Period, accrued interest if the purchase date is not an Interest Payment Date for such Series 2012A Bond) against receipt of such Series 2012A Bonds; and (iii) instruct each Existing Owner on whose behalf such Broker-Dealer submitted a Sell Order that was accepted or a Bid that was rejected in whole or in part, to instruct such Existing Owner's Agent Member to deliver to such Broker-Dealer (or its Agent Member) through the Securities Depository the number of Units of Series 2012A Bonds to be sold pursuant to such Bid or Sell Order against payment therefor.

(c) the Auction Agent shall give notice of the Auction Rate to the Corporation and the Bond Trustee by mutually acceptable Electronic Means and the Bond Trustee shall promptly give notice of such Auction Rate to the Securities Depository.

Section 2.07. Index.

(a) If for any reason on any Auction Date the Index shall not be determined as hereinabove provided in this Section, the Index shall be the Index for the prior Business Day.

(b) The determination of the Index as provided herein shall be conclusive and binding upon the Authority, the Corporation, the Bond Trustee, the Broker-Dealers, the Auction Agent and the Owners of the Series 2012A Bonds.

Section 2.08. Miscellaneous Provisions Regarding Auctions.

(a) In this Exhibit, each reference to the purchase, sale or holding of Series 2012A Bonds shall refer to beneficial interests in Series 2012A Bonds, unless the context clearly requires otherwise.

(b) During an ARS Rate Period with respect to the Series 2012A Bonds, the provisions of the Bond Indenture and the definitions contained therein and described in this Exhibit, including without limitation the definitions of All Hold Rate, Index, Interest Payment Date, Maximum Rate, Auction Period Rate and Auction Rate, may be amended pursuant to the Authorizing Document by obtaining the consent of the owners of all affected Outstanding Series 2012A Bonds bearing interest at the Auction Period Rate as follows. If on the first Auction Date occurring at least 20 days after the date on which the Bond Trustee mailed notice of such proposed amendment to the registered owners of the affected Outstanding Series 2012A Bonds as required by the Authorizing Document, (i) the Auction Period Rate which is determined on such date is the Winning Bid Rate or the All Hold Rate and (ii) there is delivered to the Corporation and the Bond Trustee an opinion of Series 2012A Bond Counsel to the effect that such amendment shall not adversely affect the validity of the Series 2012A Bonds or any exemption from federal income taxation to which the interest on the Series 2012A Bonds would otherwise be entitled, the proposed amendment shall be deemed to have been consented to by the registered owners of all affected Outstanding Series 2012A Bonds bearing interest at an Auction Period Rate.

(c) If the Securities Depository notifies the Authority that it is unwilling or unable to continue as registered owner of the Series 2012A Bonds or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation and a successor to the Securities Depository is not appointed by the Authority within 90 days after the Authority receives notice or becomes aware of such condition, as the case may be, the Auctions shall cease and the Authority shall execute and the Bond Trustee shall authenticate and deliver certificates representing the Series 2012A Bonds. Such Series 2012A Bonds shall be registered in such names and Authorized Denominations as the Securities Depository, pursuant to instructions from the Agent Members or otherwise, shall instruct the Authority and the Bond Trustee.

During an ARS Rate Period, so long as the ownership of the Series 2012A Bonds is maintained in book-entry form by the Securities Depository, an Existing Owner or a beneficial owner may sell, transfer or otherwise dispose of a Series 2012A Bond only pursuant to a Bid or Sell Order in accordance with the Auction Procedures or to or through a Broker-Dealer, provided that (i) in the case of all transfers other than pursuant to Auctions, such Existing Owner or its Broker-Dealer or its Agent Member advises the Auction Agent of such transfer and (ii) a sale, transfer or other disposition of Series 2012A Bonds from a customer of a Broker-Dealer who is listed on the records of that Broker-Dealer as the holder of such Series 2012A Bonds to that Broker-Dealer or another customer of that Broker-Dealer shall not be deemed to be a sale, transfer or other disposition for purposes of this paragraph if such Broker-Dealer remains the Existing Owner of the Series 2012A Bonds so sold, transferred or disposed of immediately after such sale, transfer or disposition.

(d) The Auction Agent shall continue to implement the Auction Procedures notwithstanding the occurrence of an Event of Default under the Authorizing Document.

Section 2.09. Changes in Auction Period or Auction Date.

(a) Changes in Auction Period.

(i) During any ARS Rate Period, the Corporation, may, from time to time on the Interest Payment Date immediately following the end of any Auction Period, change the length of the Auction Period with respect to all of the Series 2012A Bonds among daily, seven-days, 28-days, 35-days, three months, six months or a Flexible Auction Period in order to accommodate economic and financial factors that may affect or be relevant to the length of the Auction Period and the interest rate borne by such Series 2012A Bonds. The Corporation shall initiate the change in the length of the Auction Period by giving written notice to the Authority, the Bond Trustee, the Credit Facility Provider, if any, the Auction Agent, the Broker-Dealers and the Securities Depository that the Auction Period for the Series 2012A Bonds specified in such notice shall change if the conditions described herein are satisfied and the proposed effective date of the change, at least 10 Business Days prior to the Auction Date for such Auction Period.

(ii) Any such changed Auction Period shall be for a period of one day, seven-days, 28-days, 35-days, three months, six months or a Flexible Auction Period and shall be for all of the Series 2012A Bonds identified in the Corporation's notice referred to in subsection (i) immediately above.

(iii) The change in length of the Auction Period shall take effect only if Sufficient Clearing Bids exist at the Auction on the Auction Date for such new Auction Period. For purposes of the Auction for such new Auction Period only, except to the extent such Existing Owner submits an Order with respect to such Series 2012A Bonds each Existing Owner shall be deemed to have submitted Sell Orders with respect to all of its Series 2012A Bonds if the change is to a longer Auction Period and a Hold Order if the change is to a shorter Auction Period. If there are not Sufficient Clearing Bids for the first Auction Period, the Auction Rate for the new Auction Period shall be the Maximum Rate, and the Auction Period shall be a seven-day Auction Period.

(b) Changes in Auction Date. During any ARS Rate Period, the Auction Agent, at the direction of the Corporation, may specify an earlier or later Auction Date (but in no event more than five Business Days earlier or later) than the Auction Date that would otherwise be determined in accordance with the definition of “Auction Date” in order to conform with then current market practice with respect to similar securities or to accommodate economic and financial factors that may affect or be relevant to the day of the week constituting an Auction Date and the interest rate borne by the Series 2012A Bonds. The Auction Agent shall provide notice of the Corporation’s direction to specify an earlier Auction Date for an Auction Period by means of a written notice delivered at least 45 days prior to the proposed changed Auction Date to the Bond Trustee, the Authority, the Corporation, the Broker-Dealers with a copy to the Securities Depository. In the event that Auction Agent is instructed to specify an earlier or later Auction Date, the days of the week on which an Auction Period begins and ends, the day of the week on which an Auction Period ends and the Interest Payment Dates relating to such Auction Period shall be adjusted accordingly.

(c) Changes Resulting from Unscheduled Holidays. If, in the opinion of the Auction Agent and the Broker-Dealers, there is insufficient notice of an unscheduled holiday to allow the efficient implementation of the Auction Procedures set forth herein, the Auction Agent and the Broker-Dealers may, as they deem appropriate, set a different Auction Date and adjust any Interest Payment Dates and Auction Periods affected by such unscheduled holiday. In the event there is not agreement among the Broker-Dealers, the Auction Agent shall set the different Auction Date and make such adjustments as directed by the Broker-Dealer for a majority of the outstanding Units (based on the number of Units for which a Broker-Dealer is listed as the Broker-Dealer in the Existing Owner Registry maintained by the Auction Agent pursuant to Section 2.2(a) of the Auction Agreement), and, if there is not a majority so directing, the Auction Date shall be moved to the next succeeding Business Day following the scheduled Auction Date, and the Interest Payment Date and the Auction Period shall be adjusted accordingly.

EXHIBIT C

INDEX MODE PROVISIONS

Section 1.1 Definitions for Index Mode. In addition to the capitalized terms used in this Exhibit C which are defined elsewhere in this Bond Indenture, the following words and phrases shall have the following meanings with respect to the Series 2012A Bonds that bear interest at an Index Rate, unless the context otherwise requires. The terms “herein” or “hereof” when used in this Exhibit C refers to this Exhibit C.

“*Earliest Redemption Date*” means the earliest date, if any, on which an Index Bond may be called for optional redemption. During the initial Index Period, the Index Bonds may not be redeemed unless consented to in writing by the Purchaser upon payment of such premium as is acceptable to the Purchaser.

“*Index Mode*” means the Mode during which any Series 2012A Bond bears interest at an Index Rate.

“*Index Rate*” means for any Series 2012A Bond in the Index Mode, the interest rate calculated as provided in Section 1.2(a) hereof.

“*Interest Period*” means, during an Index Mode, a period commencing on a Rate Determination Date and ending on the next scheduled Purchase Date if the Series 2012A Bonds tendered are purchased in accordance with the provisions of the Bond Indenture or, if such Series 2012A Bonds are not so purchased on such Purchase Date, ending on the earlier to occur of the date on which such Series 2012A Bonds are purchased or the applicable Maturity Date.

“*Rate Determination Date*” means, with respect to Index Bonds, the date on which the interest rate or rates with respect to some or all of the Index Bonds shall be calculated, which shall be (i) the first day of the Index Rate Period and (ii) thereafter, the first calendar day of each month.

Section 1.2 Index Mode Provisions.

(a) *Calculation and Notice of Index Rate; Terms of Initial Index Bonds; Remarketing Agent.*

(i) The Index Rate for each Index Bond shall be calculated on each Rate Determination Date by the Index Agent and shall be equal to the product of (A) the Index on the Rate Determination Date plus the Applicable Spread and (B) the Applicable Factor, calculated to 1/1000 of one percent; provided that: (I) with respect to any Index Bonds described in Section 1.2(e)(ii) hereof, the Index Rate shall be the Maximum Rate; (II) the Index Rate for Unremarketed Bonds immediately following the initial Index Period shall be the Base Rate plus 3.00% (unless an Event of Default has occurred and is continuing) and thereafter the Index Rate for Unremarketed Bonds immediately following any subsequent Index Period shall be the Maximum Rate, unless the Index Agent has specified a lesser Index Bond Unremarketed Rate to be in effect for a specified period of time, in which case the Index Rate shall be the Index Bond Unremarketed Rate

so specified for such period of time unless an Event of Default has occurred and is continuing; and (III) so long as an Event of Default has occurred and is continuing, the Index Rate shall be the Maximum Rate unless the Index Agent has specified a lesser Index Bond Default Rate for when an Event of Default has occurred and is continuing, in which case the Index Rate shall be the lesser Index Bond Default Rate so specified, except during the initial Index Period when the Index Rate shall be equal to the Base Rate plus 4.00%.

Index Bonds with different Interest Periods and/or different Earliest Redemption Dates may have different Applicable Spreads. During the initial Index Period all Index Bonds shall have the same Interest Period and Applicable Spreads.

(ii) Interest on an Index Bond shall accrue on the basis of the actual number of days elapsed during the Interest Period based on a year of 360 days. Interest shall accrue on each Index Bond from the Closing Date and, in the case of a subsequent conversion to the Index Mode, from the Index Rate Conversion Date, to the date immediately preceding the first calendar day of the next succeeding month and thereafter shall accrue from the first calendar day of each month to the day immediately preceding the first calendar day of the next succeeding month or the end of such Index Period if it terminated prior to the first calendar day of the next succeeding month. Interest shall be paid on those dates and as provided in the Bond Indenture.

(iii) If pursuant to Sections 1.2(f) hereof or Section 207 of the Bond Indenture the Index Agent adjusts the Applicable Factor or Factors, Applicable Spread or Spreads, Index Bond Default Rate or Index Bond Unremarketed Rate for a specified period for an Index Bond to be effective the first day of a new Interest Period for such Index Bond, then the Index Rate during such new Interest Period shall be determined by the Index Agent using the Index and such adjusted Applicable Factor or Factors, Applicable Spread or Spreads, Index Bond Default Rate or Index Bond Unremarketed Rate and specified effective period, as the case maybe.

(iv) Each Index Rate, as determined above, shall apply to the period of time:

(A) commencing on and including each Rate Determination Date; and

(B) ending on and including the day (whether a Business Day or not) immediately preceding the next Rate Determination Date.

(vi) While any Series 2012A Bonds are in the Index Mode, a Remarketing Agent shall be appointed pursuant to Section 511 of the Bond Indenture which may be a Purchaser.

(b) Notices of Index Rates. The Index Agent shall calculate the Index Rate for each Index Bond during its Interest Period as provided in Section 1.2(a) hereof, and shall furnish such Index Rate to the Bond Trustee, the Purchaser (if the Index Agent is different from the Purchaser) and the Corporation, by Electronic Means no later than the Business Day next succeeding each Rate Determination Date. The determination of any rate by the Index Agent shall be conclusive and binding upon the Authority, the Corporation, the Bond Trustee and the

holders absent manifest error. In determining the interest rate or rates that the Series 2012A Bonds shall bear as provided in this Section, the Index Agent shall have no liability to the Authority, the Corporation, any of the other Members, the Bond Trustee and the holders except for its gross negligence or willful misconduct.

The Bond Trustee shall, no later than the 3rd Business Day preceding each Interest Payment Date, notify the Corporation in writing of the total amount of interest payable on all Index Bonds on such Interest Payment Date and provide information showing the interest calculated for each Index Bond that bears interest at a different Index Rate; provided, however, if at the time of such notice, the Index Rate to be in effect until such Interest Payment Date has not yet been determined, the Bond Trustee shall use the Maximum Rate for such Index Bonds for the number of days that the Index Rate is not yet determined. Upon the request of a holder of an Index Bond, the Bond Trustee shall confirm by telephone the Index Rate then in effect for such Index Bond. In lieu of the notifications provided in the preceding sentences, the Bond Trustee may make such information available by readily accessible Electronic Means.

(c) Mandatory Purchase of Each Index Bond on its Purchase Date.

(i) The provisions of the Bond Indenture governing mandatory tenders for purchase and remarketings shall govern the mandatory purchase of each Index Bond on its Purchase Date (i.e., the date on which Index Bonds are converted to a different Mode or a different Index Rate Period pursuant to Section 212 of the Bond Indenture), to the extent not inconsistent with the provisions of this Exhibit C.

(ii) Each Index Bond shall be subject to mandatory purchase on the Purchase Date applicable to such Index Bond, which Purchase Date shall be the Purchase Date established pursuant to Section 1.2(e) hereof or Section 207 of the Bond Indenture, as applicable. In any case where a Purchase Date is not a Business Day, then such Purchase Date shall be deemed to be the next preceding Business Day.

(iii) In order for the holder of an Index Bond to secure payment of the Purchase Price of such Index Bond on its Purchase Date, an Index Bond must be delivered at or prior to 1:00 p.m. New York City time on the such Purchase Date to the Tender Agent at its designated trust office accompanied by an instrument of transfer, in form satisfactory to the Tender Agent, executed in blank by the Bondholder or its duly-authorized attorney, with such signature guaranteed by a commercial bank, trust company, or member firm of the New York Stock Exchange. If any holder of an Index Bond fails to deliver its Index Bond in the manner described in this Section 1.2(c), such Index Bond will be deemed delivered and will be subject to the provisions of Section 510(D) of the Bond Indenture.

(d) Remarketing; Sources of Payment of Purchase Price.

(i) Each Index Bond is subject to mandatory tender for purchase on its Purchase Date at the Purchase Price thereof. As provided in Section 509 of the Bond Indenture, the Remarketing Agent shall offer for sale and use its best efforts

to sell each Index Bond on its Purchase Date at a price equal to the Purchase Price thereof.

(ii) Payment of such Purchase Price shall be made by the Tender Agent only from the following sources and in the following order of priority:

(A) proceeds of the remarketing of such Index Bond on its Purchase Date, which proceeds are furnished by the Remarketing Agent to the Tender Agent for deposit into the Remarketing Proceeds Account of the Purchase Fund;

(B) the proceeds of a draw by the Bond Trustee upon the Liquidity Facility, if any, applicable to such Index Bond, for deposit into the Liquidity Facility Deposit Account, if a Liquidity Facility was furnished by the Corporation, in its discretion, to the Bond Trustee; and

(C) money furnished by the Corporation to the Bond Trustee for deposit into the Corporation's Account of the Purchase Fund applicable to such Index Bond, for the purchase of such Index Bond by the Corporation.

(iii) The proceeds of the remarketing by the Remarketing Agent of any Index Bond shall be delivered by the Remarketing Agent to the Tender Agent for deposit into the Remarketing Proceeds Account of the Purchase Fund applicable to such Index Bond, as provided in Section 510 of the Bond Indenture.

(iv) Any other provisions of the Bond Indenture notwithstanding, the Corporation is not required to furnish or maintain a Liquidity Facility for the purchase of Index Bonds.

(e) Continuation in Index Mode: Establishment of Purchase Date and Earliest Redemption Date.

(i) No later than 35 days prior to each Purchase Date (the "Proximate Purchase Date") for each Index Bond (the "Existing Index Bond"), the Corporation, on behalf of the Authority, shall furnish written direction to the Bond Trustee, the Remarketing Agent, the Tender Agent and the Purchaser:

(A) stating whether such Existing Index Bond shall continue in the Index Mode after such Proximate Purchase Date and shall be remarketed on such Proximate Purchase Date as an Index Bond (the "Continuing Index Bond") which continuation shall be deemed to be a conversion to a different Index Rate Period; and

(B) stating for such Continuing Index Bond, its new Purchase Date, which shall be a Business Day, and its new Earliest Redemption Date, if any. The Corporation may specify different Purchase Dates and different Earliest Redemption Dates for specified principal amounts of Existing Index Bonds. For

such Continuing Index Bond, the Corporation may designate a new Index Agent which is acceptable in its sole discretion to the Purchaser holding any Series 2012A Bonds on the first day of such new Interest Period and may appoint a new Remarketing Agent pursuant to Section 511 of the Bond Indenture.

If such direction states that less than 100% of the Outstanding principal amount of an Existing Index Bond shall remain in the Index Mode, then such direction shall also state, with respect to the remaining principal amount of such Existing Index Bond, the Mode(s) into which such balance shall be converted on such Proximate Purchase Date, which direction for a Mode conversion shall be governed by the provisions of Section 212 of the Bond Indenture.

The directions described in this subsection (e)(i) shall be given by the Corporation by Electronic Means.

(ii) If the Corporation (A) fails to give the direction described in Section 1.2(e)(i) hereof with respect to the entire principal amount of the Existing Index Bonds that are scheduled to be purchased on the same Proximate Purchase Date, (B) if such direction states that less than 100% of the principal amount of such Existing Index Bonds is to continue in the Index Mode and fails to give the direction described in Section 212 of the Bond Indenture specifying the Mode(s) to which the balance of such Existing Index Bonds is to be converted on such Proximate Purchase Date, or (C) does not appoint a new Index Agent when required pursuant to Section 1.2(i) hereof then the Corporation shall be deemed to have given a written direction pursuant to Section 1.2(e)(i) hereof with respect to 100% of the principal amount of such Existing Index Bond, which direction: (I) specifies a new Purchase Date and a new Earliest Redemption Date, which shall each be seven (7) days after such Proximate Purchase Date, and (II) appoints the existing Remarketing Agent to remarket such Index Bonds on such Proximate Purchase Date pursuant to Section 1.2(f) hereof. If a new Purchase Date of 7 days is determined pursuant to the foregoing provisions of this paragraph for an Index Bond, then such Index Bond shall (A) remain in the Index Rate Period, (B) bear interest at the Maximum Rate or such other rate as provided in Section 1.2(i) hereof and (C) have successive new Interest Periods of 7 days, until the Corporation designates a new Purchase Date pursuant to Section 1.2(e)(i) hereof (the "New Purchase Date") for such Index Bond and, if the existing Index Agent has previously failed to establish the Index Rate, designates a new Index Agent, and if a Remarketing Agent is required and has not previously been appointed, appoints a Remarketing Agent; provided that such designation may be made on any Business Day prior to the next occurring Purchase Date, which provides a period of time acceptable to the Remarketing Agent, if any, to re-market such Index Bond on the New Purchase Date.

(iii) If the Corporation does not appoint, pursuant to subsection 1.2(e)(i)(B) hereof, a new Remarketing Agent to remarket the Continuing Index Bonds on their Proximate Purchase Date or if a Remarketing Agent had not previously been appointed by the Corporation, then the Index Agent shall be deemed to be appointed the Remarketing Agent for the purpose of remarketing the Continuing Index Bonds on their Proximate Purchase Date.

(iv) Upon receipt of the direction described in Subsection (e)(i) hereof or upon a failure described in Subsection (e)(ii) hereof of the Corporation to give such direction, the Bond Trustee shall give notice by first-class mail, at least 30 days prior to the Proximate Purchase Date, to the holders of those Existing Index Bonds described in Section 1.2(e)(i) or (ii) hereof, as applicable, stating: (A) that such Existing Index Bonds shall be Continuing Index Bonds and shall continue in the Index Mode; (B) the new Purchase Date for such Continuing Index Bonds; (C) when the Applicable Factor or Factors and the Applicable Spread or Spreads for such Continuing Index Bonds will be determined pursuant to Section 1.2(f) hereof, or in the event Section 1.2(e)(ii) hereof is applicable, that the Index Rate will be the Maximum Rate; (D) the Earliest Redemption Date for such Continuing Index Bonds; (E) in the event Section 1.2(e)(ii) hereof is applicable, the new Purchase Date and new Earliest Redemption Date specified in Section 1.2(e)(ii) hereof; and (F) that such Existing Index Bonds are subject to mandatory tender for purchase on their Proximate Purchase Date and setting forth the Purchase Price and the place for delivery for purchase of such Series 2012A Bonds.

(f) Continuation in Index Mode: Establishment of Applicable Spread, Etc.

(i) Following receipt of a direction from the Corporation pursuant to Section 1.2(e)(i) hereof to continue designated Existing Index Bonds in the Index Mode after their Proximate Purchase Date, the Index Agent shall determine, on or prior to the Rate Determination Date prior to such Proximate Purchase Date, the numerical spreads (expressed in basis points) to be used in the definitions of Applicable Factor and Applicable Spread and may determine an Index Bond Default Rate and/or Index Bond Unremarketed Rate for a specified period to be used during the new Interest Period for such Continuing Index Bonds with the same Purchase Date and same Earliest Redemption Date established pursuant to Subsection (e)(i) hereof, which shall be the spreads when added to or subtracted from the Index and Index Bond Default Rate and/or Index Bond Unremarketed Rate will result in the minimum Applicable Factor or Factors, Applicable Spread or Spreads and Index Bond Default Rate and/or Index Bond Unremarketed Rate and specified period which, in the judgment of the Index Agent under then-existing market conditions, will result in the remarketing on such Proximate Purchase Date of such Continuing Index Bonds at a price equal to their Purchase Price. If Continuing Index Bonds have different Purchase Dates and/or Earliest Redemption Dates, then such Continuing Index Bonds may have different Applicable Factors, Applicable Spreads, Index Bond Default Rates and Index Bond Unremarketed Rates and specified periods; provided that the Continuing Index Bonds with the same Purchase Date and Earliest Redemption Date shall have the same Applicable Factor, Applicable Spread, Index Bond Default Rates and Index Bond Unremarketed Rates and specified periods. Any determination by an Index Agent of the Applicable Factor or Factors, Applicable Spread or Spreads, Index Bond Default Rate or Index Bond Unremarketed Rate and specified period shall be accompanied by a Favorable Opinion of Bond Counsel to the extent set forth in Section 207(B) of this Bond Indenture together with the other materials called for by such Section 207(B).

(ii) The Index Agent shall provide notice by Electronic Means to the Bond Trustee and the Corporation of such adjustment of the Applicable Factors, Applicable

Spreads, Index Bond Default Rate and/or Index Bond Unremarketed Rate and the specified period during which such Index Bond Unremarketed Rate will be in effect on the date of such adjustment. Any such adjustment shall take effect on the Proximate Purchase Date.

(iii) The Remarketing Agent shall offer for sale and use its best efforts to sell such Continuing Index Bonds on their Proximate Purchase Date at their Purchase Price, as provided in the Bond Indenture and any applicable Remarketing Agreement.

(g) Failure to Pay Purchase Price. Notwithstanding anything to the contrary in the Bond Indenture, if on any Purchase Date for an Index Bond, there are insufficient funds to pay the Purchase Price of all Index Bonds subject to mandatory tender for purchase on such Purchase Date, then (i) the failure to pay such Purchase Price shall be an Event of Default under Section 702(c) of the Bond Indenture unless the Index Agent has specified a lesser Index Bond Unremarketed Rate to be in effect for a specified period of time, in which case such failure alone will not give rise to an Event of Default during such period of time; and (ii) from such scheduled Purchase Date for such Index Bonds until their actual purchase or payment, such Index Bonds shall bear interest at the Maximum Rate; unless the Index Agent has specified a lesser Index Bond Unremarketed Rate to be in effect for a specified period in which case such index Bonds shall bear interest at such Index Bond Unremarketed Rate for such period or until any other Event of Default shall occur.

(h) Index Agent. During any Index Rate Period, an Index Agent shall be appointed by the Corporation and be acceptable to the Purchaser and shall serve as such under the terms and provisions hereof.

EXHIBIT C-1

FORM OF INDEX AGENT CERTIFICATE

Hospital Sisters Services, Inc.
[REDACTED]

Illinois Finance Authority
[REDACTED]

_____, as proposed purchaser of 100% of the Series 2012A Bonds

The Bank of New York Mellon Trust Company, N.A., as bond trustee
[REDACTED]

Re: \$120,415,000 Maximum Principal Amount
Illinois Finance Authority
Revenue Bonds, Series 2012A
(Hospital Sisters Services, Inc. – Obligated Group)

Ladies and Gentlemen:

Reference is made to the Bond Trust Indenture dated as of October 1, 2012 (the “*Bond Indenture*”) between the Illinois Finance Authority (the “*Authority*”) and The Bank of New York Mellon Trust Company, N.A., as bond trustee (the “*Bond Trustee*”). Terms not otherwise defined herein have the meanings assigned in the Bond Indenture.

In connection with continuation in the Index Mode but in a different Index Rate Period pursuant to Exhibit C of the Bond Indenture or a conversion of the above-referenced bonds (the “*Bonds*”) to an Index Rate Period commencing on _____, pursuant to Section 207 of the Bond Indenture, _____, as Index Agent (the “*Index Agent*”), has determined the Applicable Factor or Factors, the numerical spreads to be used in the definition of Applicable Spread or Spreads, the Index Bond Default Rate, if any, and the Index Bond Unremarketed Rate and the specified time period for which such rate will be effective, if any for the next Interest Period, in the case of continuation, or the initial Interest Period in the case of conversion, to be as follows: _____. The Index Agent hereby certifies that such Applicable Factor or Factors, the Applicable Spread or Spreads are the number of basis points that, when utilized in the calculation of an Index Rate pursuant to Section 207 and Exhibit C of the Bond Indenture results in an Index Rate or Rates which are the minimum interest rate or rates per annum and the Index Bond Default Rate, if any, and Index Bond Unremarketed Bond Rate and specified effective period, if any, and the minimum Index Bond Default Rate and Index Bond Unremarketed Rate and specified effective period which will enable the Remarketing Agent to sell the Bonds on the date of commencement of such Interest Period at a price (without regard to accrued interest) equal to the principal amount thereof.

[INDEX AGENT]

By: _____

Title: _____

EXHIBIT D

FORM OF PROJECT FUND DISBURSEMENT REQUEST

The Bank of New York Mellon Trust Company, N.A.,
as Bond Trustee
[REDACTED]

Illinois Finance Authority
[REDACTED]

Re: Draw No__; Project Fund established under the Bond Trust Indenture dated as of
October 1, 2012

This request for disbursement is submitted to you pursuant to Section 302 of the Bond Trust Indenture dated as of October 1, 2012 (the "Bond Indenture"), between the Illinois Finance Authority (the "Authority") and The Bank of New York Mellon Trust Company, N.A., as bond trustee (the "Bond Trustee"), related to the \$_____ Illinois Finance Authority Revenue Bonds, Series 2012A (Hospital Sisters Services, Inc. – Obligated Group) (the "Bonds"). You are hereby requested to remit \$_____ to Hospital Sisters Services, Inc. (the "Corporation") from the Project Fund for the payment of costs related to the Project (as defined in the Bond Indenture) and such other costs related to the Project as are permitted under the Act, as provided in the Bond Indenture. Reference is made to the Bond Indenture for the definitions of various terms used herein.

The undersigned, as _____ of the Corporation hereby certifies as follows:

(A) attached hereto as Schedule I is the name of the person, firm or corporation to whom each such payment is due, each amount to be paid or reimbursed and the general classification of the costs for which each obligation to be paid was incurred

(B) such costs have been incurred by the following User, _____, for or in connection with the Project and are presently due and payable or have been paid by the following User, _____ and are reimbursable under the Bond Indenture and each item thereof is a proper charge against the Project Fund and has not been previously paid or reimbursed from the proceeds of the Combined Bonds;

(C) [if the User is other than St. John's or St. Joseph's Highland, the materials required to be delivered pursuant to Section 217(c), (d) and (e) with respect to the Use Agreement have previously been delivered to the Bond Trustee or any being delivered to the Bond Trustee contemporaneously with this Disbursement Request and each User has executed the Use Agreement;]

(D) such costs are valid "costs" of a "project" under the Act and no part thereof was included in any other Written Requests previously filed with the Bond Trustee under the provisions of the Bond Indenture;

(E) there has not been filed with or served upon the Corporation or the User any notice of any lien, right to a lien or attachment upon or claim affecting the right of any Person, firm or corporation to receive payment of the respective amount stated in this Written Request;

(F) the necessary permits and approvals, if any, required for that portion of the Project for which such withdrawal is to be made have been issued and are in full force and effect;

(G) [the item for which payment or reimbursement is sought relates to the _____ item on the Project Certificate Exhibit] or [the item for which payment or reimbursement is sought was not included on Exhibit A to the Project Certificate, and is being substituted for _____ on such Exhibit and the reasonably expected economic life to the Corporation of such substituted item, determined as of the later of the date of issuance of the Combined Bonds or the date on which such item was, or is expected to be, placed in service, is _____. Attached hereto as Schedule II is evidence that a corresponding amendment was made to the Exhibit as well as the Plans and Specifications and/or the Schedule in accordance with Section 3.3 of the Loan Agreement (as defined in the Bond Indenture).];

(H) no items for which payment or reimbursement is sought are located at any location which was not described in the notice of public hearing published in connection with the issuance of the Combined Bonds; and

(I) the withdrawal and use of the Project Fund moneys for the purpose intended will not cause any of the representations or certifications contained in the Project Certificate to be untrue.

IN WITNESS WHEREOF, the undersigned does hereunto affix his official signature, this
____ day of _____, 20__.

HOSPITAL SISTERS SERVICES, INC.

By: _____
Title: _____

SCHEDULE 1

[SEE ATTACHED]

SCHEDULE 2

AMENDMENT TO PROJECT CERTIFICATE (IF ANY)

EXHIBIT E

FORM OF PROJECT COMPLETION CERTIFICATE

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

Illinois Finance Authority

Re: Project Fund established under the Bond Trust Indenture dated as of October 1, 2012

This Completion Certificate is submitted to you pursuant to Section 302 of the Bond Trust Indenture dated as of October 1, 2012 (the "Bond Indenture"), between the Illinois Finance Authority (the "Authority") and The Bank of New York Mellon Trust Company, N.A., as bond trustee (the "Bond Trustee"), related to the \$_____ Illinois Finance Authority Revenue Bonds, Series 2012A (Hospital Sisters Services, Inc. – Obligated Group) (the "Bonds"). Reference is made to the Bond Indenture for the definitions of various terms used herein.

The undersigned, as _____ of the Corporation hereby certifies as follows:

(A) the Project has been completed in accordance with the Plans and Specifications, the Schedule and the Project Certificate Exhibit and all permits necessary for the occupancy and use of the Project have been obtained and are in full force and effect;

(B) [no item was added, deleted or substituted on the Project Certificate Exhibit] or [item were added, deleted or substituted from the Project as described in the Project Certificate Exhibit, and as shown on Exhibit A attached hereto, the average reasonably expected economic life of the Bond Financed Property is not less than ____ years, which was recalculated as follows:

(a) any item which was not originally listed on the Project Certificate Exhibit but for which a draw was made from the Project Fund was included in the Project Certificate Exhibit and the Corporation specified the reasonably expected economic life to the User of the additional item, the date on which such additional item was placed in service, and the original cost thereof;

(b) any item which was originally listed on the Project Certificate Exhibit but for which a User subsequently arranged to lease or otherwise finance or which the Corporation subsequently deleted from the Project pursuant to an amendment to the Project Documents was deleted from the Project Certificate Exhibit;

(c) all other items shall were assumed to have the economic life and the cost originally assigned to them on the Closing Date as reflected on the Project Certificate Exhibit;

(d) all fixtures required for the operation of the Project have been installed and are free and clear of all liens and security interests other than Permitted Encumbrances;

(e) the Project (to the extent of said Project Certificate Exhibit) has been fully paid for and no claim or claims exist against the Authority, the Corporation, any User or against the Project out of which a lien based on furnishing labor or material exists or might, with the passage of time or the giving of notice, or both, ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might, with the passage of time or the giving of notice, or both, ripen in the event that the Corporation or a User intends to contest such claim or claims in accordance with the Master Indenture, in which event such claim or claims shall be described; provided that funds are on deposit in the Project Fund which are sufficient, together with other funds which are committed by and available to the Corporation or a User for the Project, to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims; and

(f) no Event of Default has occurred and is continuing under the Bond Indenture or the Loan Agreement.

IN WITNESS WHEREOF, the undersigned does hereunto affix his official signature, this
____ day of _____, 20__.

HOSPITAL SISTERS SERVICES, INC.

By: _____
Title: _____

EXHIBIT A

**CALCULATION OF AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF THE BOND
FINANCED PROPERTY (IF APPLICABLE)**

EXHIBIT F

REQUEST OF CORPORATION FOR SUPPLEMENTAL ADVANCE NO. ____

Illinois Finance Authority
[REDACTED]

JPMorgan Chase Bank, National Association
[REDACTED]

The Bank of New York Mellon Trust Company, N.A., as Bond Trustee
[REDACTED]

Reference is made to the Bond Trust Indenture dated as of October 1, 2012 (the “Bond Indenture”) between the Illinois Finance Authority (the “Authority”) and The Bank of New York Mellon Trust Company, N.A., as bond trustee (the “Bond Trustee”), and the Bond Purchase Agreement dated September 25, 2012 among Hospital Sisters Services, Inc. (the “Corporation”), JPMorgan Chase Bank, National Association (the “Initial Purchaser”) and the Authority. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms by the Bond Indenture.

Pursuant to Section 217(B) of the Bond Indenture, the Corporation hereby requests that the Authority issue an additional Series 2012A Bond in the principal amount of \$_____, the Initial Purchaser purchase such Series 2012A Bond on _____, _____ [must be an Interest Payment Date not less than three Business Days after the date of this request] and the Authority loan the proceeds of such sale to the Corporation, the proceeds of such Series 2012A Bond to be deposited in the Project Fund and applied to the Project costs set forth on the Project Fund Disbursement Requested attached hereto as Schedule I [and the interest on the outstanding Series 2012A Bonds for the preceding Interest Payment Date as set forth on Schedule II hereto].

The undersigned hereby certified that:

1. I am the _____ of the Corporation and, as such, I am familiar with the terms and provisions of the Bond Indenture and the Purchase Contract.
2. Taking into account the Supplemental Advance evidenced by this Request, the aggregate amount of Advances on the Series 2012A Bonds to date (\$_____) does not exceed the maximum aggregate principal amount of \$120,415,000.
3. Each of the representations and warranties of the Corporation contained in the Loan Agreement and the Use Agreement and of each User in the Use Agreement and each Member of the Obligated Group in the Purchase Contract and the Supplemental Bondholder’s Agreement, are true and correct as of the date hereof

as if made on the date hereof except to the extent such representations relate to a prior period.

4. There is no Event of Default on the part of the Corporation or any other Member of the Obligated Group with respect to the performance of any of the covenants, conditions, agreements or provisions contained in the Series 2012A Bonds, the Loan Agreement, the Master Indenture, the Series 2012A Obligation, the Supplemental Bondholder's Agreement, the Use Agreement or the Purchase Contract and there is no Event of Default on the part of any User with respect to the performance of any of its covenants, conditions, agreements or provisions contained in the Use Agreement.
5. The use of the proceeds of this Supplemental Advance for the purpose intended will not cause any of the representations or certifications contained in the Tax Exemption Agreement to be untrue.
6. All of the conditions to such issuance contained in Sections 201(C) and 217(B) of the Bond Indenture and Section 4.07 of the Supplemental Bondholder's Agreement have been satisfied.
7. Attached hereto as Schedule II is a revised Schedule I to the Series 2012A Obligation executed by the Corporation and the Master Trustee.
8. The additional reasonable fees and expenses of Authority and its counsel, if any, have been paid.

The undersigned hereby requests that the Bond Trustee disburse \$_____ from the Project Fund [on the date hereof.] [on _____.]

Notice is hereby given that the Initial Purchaser may exchange Series 2012A Bonds for a single Series 2012A Bond of like aggregate principal amount pursuant to Section 219 of the Bond Indenture.

Dated: _____

HOSPITAL SISTERS SERVICES, INC.

By: _____
Its _____

SCHEDULE I

SCHEDULE II

SCHEDULE III