

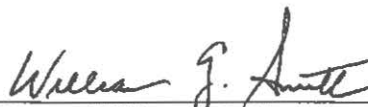
Quarterly Certificate of SVP/Finance and Chief Accounting Officer

In connection with (i) the delivery of the financial statements required by Section 5.3(a) of the Letter of Credit and Reimbursement Agreement (the "Reimbursement Agreement") dated as of November 1, 2008, between The Cooper Health System, a New Jersey Non-Profit Corporation ("The Cooper Health System"), and TD Bank, NA, and in compliance with Sections 5.3(a) and (c) thereof, and (ii) the delivery of the financial statements required by Section 5.13(A) of each of the Loan Agreements dated as of July 1, 2013 and as of November 1, 2014 (collectively, the "Loan Agreements"), and between The Cooper Health System and the Camden County Improvement Authority and in compliance with Sections 5.17 of the Loan Agreement as of November 1, 2008, the undersigned Chief Financial Officer of Cooper Health System hereby certifies as follows:

1. The unaudited special purpose financial statements and computations delivered in connection with this Certificate have been prepared (a) in accordance with Generally Accepted Accounting Principles, applied on a Consistent Basis and (b) on substantially the same basis as Cooper Health System's audited financial statements, excluding the requirement of consolidating its wholly-owned subsidiaries, sole corporate members and any beneficial interests in affiliates.
2. Included in our monthly-filed KPI reports is a computation of compliance with the financial ratios and measures contained in Sections [5.16], 5.17 and 5.18 of the Reimbursement Agreement for the quarterly period. [Section 5.16 compliance: Based on the Actuarial Valuation Report for the Plan Year and Taxable Year Ending December 31, 2014, dated September, 2015, Cooper Health System is in compliance with the funding requirements of its defined benefit pension plan.]
3. No Event of Default under the Reimbursement Agreement or either of the Loan Agreements, or any event which with the giving of notice or lapse of time or both would constitute an Event of Default thereunder, or event of default under the Loan Documents, the other Bond Documents, the Equipment Lease or the Master Lease has occurred.
4. To the best of my knowledge, after review of the Reimbursement Agreement, the Equipment Lease, the Master Lease, the Loan Documents and the other Bond Documents and appropriate inquiry, Cooper Health System has kept, observed, performed and fulfilled each and every covenant, obligation and agreement binding upon Cooper Health System contained in the Reimbursement Agreement, the Equipment Lease, the Master Lease, the Loan Documents and the other Bond Documents.
5. Cooper Health System has delivered the attached information and financial statements to each Repository (as defined in the Loan Agreements) through the services of Digital Assurance Corporation.

All capitalized terms used herein but not defined have the meanings set forth in the Reimbursement Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as an officer of the Borrower as of the 26th day of April, 2017.



Name: William G. Smith

Title: SVP/Finance and Chief Accounting Officer

The Cooper Health System
Quarterly Certificate of Chief Accounting Officer Ratios

	3/31/2017 Actual	Required Covenants
Debt service coverage	5.53	1.25
Days cash on hand	122.8	60.0
Current ratio	2.80	1.50