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SECOND SUPPLEMENTAL BOND TRUST INDENTURE

BETWEEN

ILLINOIS FINANCE AUTHORITY

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as successor bond trustee

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Dated September 29, 2017

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SUPPLEMENTING THE BOND TRUST INDENTURE DATED AS OF  
JANUARY 1, 2010 AND PROVIDING FOR THE PAYMENT AND  
REDEMPTION OF A PORTION OF THE

ILLINOIS FINANCE AUTHORITY  
REVENUE BONDS, SERIES 2010A  
REVENUE BONDS, SERIES 2010B  
REVENUE BONDS, SERIES 2010C  
REVENUE REFUNDING BONDS, SERIES 2010D  
(ADVOCATE HEALTH CARE NETWORK)

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THIS SECOND SUPPLEMENTAL BOND TRUST INDENTURE dated September 29, 2017 (the "Supplemental Indenture"), between the ILLINOIS FINANCE AUTHORITY, a body politic and corporate duly organized and existing under the laws of the State of Illinois (the "Authority"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out, with its designated corporate trust office located in Chicago, Illinois, and being qualified to accept and administer the trusts hereby created (the "Bank");

**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 "participating health institutions" (as such terms are defined in the Act) and to issue bonds for the purpose of loaning funds to said institutions for such purposes and for the purpose of refunding previously issued bonds, such bonds to be secured by instruments evidencing and securing such loans and to be payable solely out of the payments made by such institutions thereon, and to enter into a bond trust indenture providing for the issuance of such bonds and for their payment and security; and

WHEREAS, in furtherance of its public purposes, the Authority has heretofore issued its (i) Revenue Bonds, Series 2010A (Advocate Health Care Network) in the original aggregate principal amount of \$37,000,000 (the "Series 2010A Bonds"), (ii) Revenue Bonds, Series 2010B (Advocate Health Care Network) in the original aggregate principal amount of \$52,375,000 (the "Series 2010B Bonds"), (iii) Revenue Bonds, Series 2010C (Advocate Health Care Network) in the original aggregate principal amount of \$25,625,000 (the "Series 2010C Bonds") and (iv) Revenue Refunding Bonds, Series 2010D (Advocate Health Care Network) in the original aggregate principal amount of \$123,255,000 (the "Series 2010D Bonds" and, collectively with the Series 2010A Bonds, the Series 2010B Bonds and the Series 2010C Bonds, the "Series 2010 Bonds"); and

WHEREAS, the Series 2010 Bonds were issued pursuant to that certain Bond Trust Indenture dated as of January 1, 2010 (the "Original Series 2010 Indenture" and, as previously supplemented and amended, the "Series 2010 Indenture"), between the Authority and the Bank, as successor bond trustee (the "Series 2010 Trustee"); and

WHEREAS, the Authority loaned the proceeds of the Series 2010 Bonds to Advocate Health and Hospitals Corporation (the "Borrower") pursuant to the Loan Agreement dated as of January 1, 2010 (the "Series 2010 Loan Agreement"), between the Borrower and the Authority; and

WHEREAS, as security for the Series 2010 Bonds, the Borrower issued to the Authority, and the Authority assigned to the Series 2010 Trustee, its Direct Note Obligation, Series 2010

(Illinois Finance Authority), dated January 6, 2010, under and pursuant to the Master Trust Indenture (Amended and Restated) dated as of December 1, 1996 (the "Prior Master Indenture"), among the Members of the Obligated Group (as defined therein), including the Borrower and Advocate Health Care Network (the "Corporation"), and U.S. Bank National Association, as successor master trustee (the "Master Trustee"), which Prior Master Indenture was amended and restated pursuant to the Amended and Restated Master Trust Indenture dated as of September 1, 2011, as supplemented and amended, the "Amended and Restated Master Indenture"), among the Members of the Obligated Group (as defined therein), including the Borrower and the Corporation, and the Master Trustee; and

WHEREAS, the Corporation is the sole corporate member of the Borrower and the Obligated Group Agent under the Amended and Restated Master Indenture and, as such, is the agent and true and lawful attorney in fact for the Borrower and the other Members of the Obligated Group, with full and exclusive power to execute and deliver documents on their behalf; and

WHEREAS, the Borrower has heretofore provided for the advance refunding of a portion of the Series 2010A Bonds, a portion of the Series 2010B Bonds, a portion of the Series 2010C Bonds and a portion of the 2010D Bonds pursuant to the terms of the First Supplemental Trust Indenture dated October 22, 2015 between the Authority and the Trustee, supplementing and amending the Original Series 2010 Indenture; and

WHEREAS, the Borrower now desires to provide for the payment and redemption on April 1, 2019 (the "Redemption Date") of all outstanding Series 2010 Bonds that mature on or after April 1, 2020 (the "Partially Refunded Series 2010 Bonds"), all as more fully described on *Exhibit A* attached hereto; and

WHEREAS, on or prior to the date hereof, Bank of America, N.A. has loaned certain moneys (the "Taxable Loan") to the Corporation pursuant to that certain Term Loan Agreement dated September 29, 2017 among the Corporation, the Borrower, Advocate Condell Medical Center, Advocate North Side Health Network, Advocate Sherman Hospital and Bank of America, N.A.; and

WHEREAS, in order to provide for the payment and redemption of the Partially Refunded Series 2010 Bonds, the Corporation shall cause to be deposited with the Series 2010 Trustee \$114,789,226.81 of the proceeds of the Taxable Loan (the "Deposit"); and

WHEREAS, the Deposit is being deposited in the securities trust fund (the "Securities Trust Fund") established by the Series 2010 Trustee hereunder in order to provide for such payment and redemption; and

WHEREAS, a portion of the Deposit will be used to purchase the Defeasance Obligations (as hereinafter defined) in a principal amount that, together with the interest to be earned thereon, without consideration of any reinvestment thereof, and the uninvested cash to be held on deposit in the Securities Trust Fund, will be sufficient, based on the Verification Report (as hereinafter defined), (i) to pay the interest coming due on the Partially Refunded Series 2010 Bonds on and

before the Redemption Date and (ii) to redeem the Partially Refunded Series 2010 Bonds on the Redemption Date at the redemption price of 100% of the principal amount thereof (the "Redemption Price"); and

WHEREAS, this Supplemental Indenture is being entered into for the purpose of providing for the payment and redemption of the Partially Refunded Series 2010 Bonds in accordance with the Series 2010 Indenture so that (i) the Series 2010 Trustee may release to the Authority certain of its interests in the property and rights granted and conveyed to it in the granting clauses of the Series 2010 Indenture, to the extent the same relates to the Partially Refunded Series 2010 Bonds, and (ii) the Authority may release to the Borrower certain of its interests in the property and rights granted and conveyed to it by the Series 2010 Loan Agreement, to the extent the same relates to the Partially Refunded Series 2010 Bonds, and for the purpose of setting forth the duties and obligations of the parties hereto in connection with the provision for payment and redemption of the Partially Refunded Series 2010 Bonds;

NOW, THEREFORE, IT IS HEREBY COVENANTED, DECLARED AND AGREED that the Authority, for itself and its successors, does hereby covenant and agree to and with the Series 2010 Trustee, for the benefit of the owners of the Partially Refunded Series 2010 Bonds, as follows:

## ARTICLE I

### DEFINITIONS

*Section 101. Definitions.* As used herein, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise:

"Act" means the Illinois Finance Authority Act, as from time to time amended.

"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.

"Bond Counsel" means the firm of Chapman and Cutler LLP, Chicago, Illinois, or any other nationally recognized municipal bond counsel acceptable to the Authority and the Series 2010 Trustee.

"Borrower" means Advocate Health and Hospitals Corporation, an Illinois not for profit corporation, and its successors and assigns.

"Corporation" means Advocate Health Care Network, an Illinois not for profit corporation, and its successors and assigns.

"Defeasance Obligations" means the securities described in *Exhibit C* hereto.

"Government Obligations" means the following noncallable obligations: (a) U.S. Treasury notes, bonds, certificates (including SLGs) and direct obligations of the U.S. Treasury stripped by the U.S. Treasury itself, (b) the interest component of Resolution Funding Corp.

strips, (c) obligations of the following agencies on which the timely payment of principal and interest is fully guaranteed by the United States: U.S. Export-Import Bank (direct obligations or fully guaranteed certificates of beneficial interest); Farmers Home Administration; Federal Financing Bank; General Services Administration (participation certificates); U.S. Maritime Administration (guaranteed Title XI financing); U.S. Department of Housing and Urban Development (project notes, local authority bonds, new communities debentures or U.S. public housing notes and bonds), or (d) pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P.

*"Member" or "Member of the Obligated Group"* means any person that is from time to time a member of the Obligated Group established under the Master Indenture, which (as of the date hereof) is comprised of the Corporation, the Borrower, Advocate North Side Health Network, Advocate Sherman Hospital and Advocate Condell Medical Center.

*"Opinion of Bond Counsel"* means a written opinion of Bond Counsel in form and substance acceptable to the Authority and the Series 2010 Trustee.

*"Partially Refunded Series 2010 Bonds"* means the Series 2010 Bonds described in *Exhibit A* attached hereto.

*"Redemption Date"* means April 1, 2019.

*"Redemption Price"* means 100% of the principal amount of the Partially Refunded Series 2010 Bonds.

*"Remaining Outstanding Series 2010 Bonds"* means those portions of the Series 2010D Bonds maturing prior to April 1, 2020 described in *Exhibit B* attached hereto, for which provision for payment and redemption is not being made pursuant to this Supplemental Indenture.

*"Securities Trust Fund"* means the securities trust fund created by Section 202 of this Supplemental Indenture.

*"Security for the Partially Refunded Series 2010 Bonds"* means the property and rights conveyed to the Series 2010 Trustee by the granting clauses of the Series 2010 Indenture and by the Series 2010 Loan Agreement, as the same relate to the Partially Refunded Series 2010 Bonds, other than the Securities Trust Fund.

*"Series 2010 Bonds"* means, collectively, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2010C Bonds and the Series 2010D Bonds.

*"Series 2010 Indenture"* means the Bond Trust Indenture dated as of January 1, 2010, as supplemented and amended by the First Supplemental Trust Indenture dated October 22, 2015, each between the Authority and the Series 2010 Trustee, and this Supplemental Indenture, and all other amendments and supplements thereto.

*"Series 2010 Loan Agreement"* means the Loan Agreement dated as of January 1, 2010, between the Borrower and the Authority, and all amendments and supplements thereto.

*"Series 2010 Trustee"* means Wells Fargo Bank, National Association, as successor bond trustee under the Series 2010 Indenture, and its successors and assigns.

*"Series 2010A Bonds"* means the Illinois Finance Authority Revenue Bonds, Series 2010A (Advocate Health Care Network) issued under the Series 2010 Indenture in the original aggregate principal amount of \$37,000,000.

*"Series 2010B Bonds"* means the Illinois Finance Authority Revenue Bonds, Series 2010B (Advocate Health Care Network) issued under the Series 2010 Indenture in the original aggregate principal amount of \$52,375,000.

*"Series 2010C Bonds"* means the Illinois Finance Authority Revenue Bonds, Series 2010C (Advocate Health Care Network) issued under the Series 2010 Indenture in the original aggregate principal amount of \$25,625,000.

*"Series 2010D Bonds"* means the Illinois Finance Authority Revenue Refunding Bonds, Series 2010D (Advocate Health Care Network) issued under the Series 2010 Indenture in the original aggregate principal amount of \$123,255,000.

*"Supplemental Indenture"* means this Second Supplemental Bond Trust Indenture dated September 29, 2017, between the Authority and the Series 2010 Trustee, supplementing and amending the Series 2010 Indenture.

*"Taxable Loan"* means certain moneys loaned to the Corporation by Bank of America, N.A. pursuant to that certain Term Loan Agreement dated September 29, 2017 among the Corporation, the Borrower, Advocate Condell Medical Center, Advocate North Side Health Network, Advocate Sherman Hospital and Bank of America, N.A.

*"Uninvested Cash"* means the \$957.54 held by the Series 2010 Trustee as uninvested cash pursuant to Section 202 hereof.

*"Verification Agent"* means Causey Demgen & Moore P.C., independent certified public accountants.

*"Verification Report"* means the report dated September 29, 2017, prepared by the Verification Agent.

All other capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Series 2010 Indenture.



## ARTICLE II

### CREATION AND FUNDING OF SECURITIES TRUST FUND; PROVISION FOR PAYMENT AND REDEMPTION OF THE PARTIALLY REFUNDED SERIES 2010 BONDS

*Section 201. General.* Prior to or concurrently with the execution and delivery of this Supplemental Indenture, the Corporation will cause to be deposited \$114,789,226.81 of the proceeds of the Taxable Loan (the "Deposit") in the Securities Trust Fund in order to provide for the payment and redemption of the Partially Refunded Series 2010 Bonds.

*Section 202. Securities Trust Fund; Creation; Application.* There is hereby established with the Series 2010 Trustee the "Securities Trust Fund — Advocate Health and Hospitals Corporation — Partially Refunded Series 2010 Bonds (2017)" (the "Securities Trust Fund"). The Securities Trust Fund shall be held separate and apart from all other funds held by the Series 2010 Trustee, and all moneys and securities on deposit in the Securities Trust Fund shall be irrevocably pledged to, and held in trust for, the benefit of the owners of the Partially Refunded Series 2010 Bonds.

The Series 2010 Trustee shall apply \$114,788,269.27 of the Deposit to the purchase of the Defeasance Obligations and shall retain the balance of \$957.54 as Uninvested Cash. The principal of and interest on the Defeasance Obligations shall not be reinvested, and the Series 2010 Trustee shall not sell or otherwise dispose of the Defeasance Obligations, except as specifically provided herein.

Based upon the Verification Report, the maturing principal of the Defeasance Obligations, together with the interest thereon and without regard to any reinvestment thereof, and the Uninvested Cash will be sufficient (i) to pay the interest coming due on the Partially Refunded Series 2010 Bonds on and before the Redemption Date and (ii) to redeem the Partially Refunded Series 2010 Bonds on the Redemption Date at the Redemption Price, all in accordance with the provisions of Article III hereof.

*Section 203. Application of Other Moneys.* The Authority hereby directs the Series 2010 Trustee to retain any moneys on deposit in the Funds established under the Series 2010 Indenture in such Funds and to apply such moneys in accordance with the Series 2010 Indenture.

*Section 204. Authority Obligations.* From and after the creation of the Securities Trust Fund, the principal of and interest on the Partially Refunded Series 2010 Bonds shall remain the obligations of the Authority until paid or redeemed as provided herein, but such principal and interest shall be payable solely and only from the Securities Trust Fund and shall not, under any circumstances, be payable from any other funds of the Authority or the Members of the Obligated Group, and the owners of the Partially Refunded Series 2010 Bonds shall not be entitled to or have any rights with respect to the Security for the Partially Refunded Series 2010 Bonds.

### ARTICLE III

#### DUTIES OF THE SERIES 2010 TRUSTEE

*Section 301. Payment of Principal, Interest and Redemption Price.* The Series 2010 Trustee shall deposit the payments of principal and interest on the Defeasance Obligations in the Securities Trust Fund. The Series 2010 Trustee, without further authorization or direction from the Authority or the Borrower, shall apply such moneys, together with the Uninvested Cash, to the payment of (i) the interest coming due on the Partially Refunded Series 2010 Bonds on and before the Redemption Date and (ii) the Redemption Price of the Partially Refunded Series 2010 Bonds on the Redemption Date. Such payments shall be made to the persons entitled thereto in accordance with the Series 2010 Indenture.

*Section 302. Selection of Series 2010 Bonds for Payment and Redemption.* The Partially Refunded Series 2010 Bonds have been selected by the Borrower in accordance with the Series 2010 Indenture.

*Section 303. Notices.* (a) *Notice of Execution of Supplemental Indenture.* The Series 2010 Trustee is hereby directed to mail, by first class mail, postage prepaid, notice of the execution of this Supplemental Indenture and of the provision for payment and redemption of the Partially Refunded Series 2010 Bonds to the owners of the Series 2010 Bonds and the Corporation promptly following the execution and delivery of this Supplemental Indenture in the same manner as prescribed for notices of redemption pursuant to Section 503 of the Series 2010 Indenture. Such notice shall be substantially in the form attached hereto as *Exhibit D*. The Authority, by this Supplemental Indenture, hereby irrevocably directs the Series 2010 Trustee to mail such notice without further action on the part of the Authority.

(b) *Call for Redemption.* The Series 2010 Trustee is hereby further directed to call the Partially Refunded Series 2010 Bonds for redemption on the Redemption Date at the Redemption Price in accordance with Section 503 of the Series 2010 Indenture. Payment of the Redemption Price shall be made from amounts on deposit in the Securities Trust Fund and shall be made to the persons entitled thereto in accordance with the Series 2010 Indenture.

Notice of the call for redemption of the Partially Refunded Series 2010 Bonds shall be given by the Series 2010 Trustee on behalf of the Authority by mailing such notice, by first class mail, postage prepaid, to the owners thereof and the Corporation not less than 30 days and not more than 60 days prior to the Redemption Date. Such notice shall be in substantially the form attached hereto as *Exhibit E*. The Authority, by this Supplemental Indenture, hereby irrevocably directs the Series 2010 Trustee to mail such notice without further action on the part of the Authority.

The Series 2010 Trustee hereby agrees that the provisions for the giving of notice of redemption set forth in this Section 303(b) satisfy the requirements of Section 503 of the Series 2010 Indenture.

*Section 304. EMMA Filing.* A copy of the notice to the owners of the Series 2010 Bonds referred to in Section 303(a) hereof shall be filed by the Corporation on the Electronic Municipal Market Access ("EMMA") system of the Municipal Securities Rule Making Board within 10 Business Days after the date hereof. A copy of the notice to the owners of the Partially Refunded Series 2010 Bonds referred to in Section 303(b) hereof shall be filed by the Series 2010 Trustee on EMMA concurrently with the giving of such notices to such owners.

*Section 305. Series 2010 Trustee Fees.* Reasonable fees and expenses of the Series 2010 Trustee for services rendered in administering the Securities Trust Fund shall be paid by the Corporation, and in no event from the Securities Trust Fund.

*Section 306. Release of Security for the Partially Refunded Series 2010 Bonds.* Concurrently with the creation and funding of the Securities Trust Fund, the Series 2010 Trustee shall (a) release to the Authority all of its interest in the Security for the Partially Refunded Series 2010 Bonds, (b) authorize the Authority to terminate, release and cancel the Series 2010 Loan Agreement, to the extent the same relates to the Partially Refunded Series 2010 Bonds, and (c) do any and all further acts as may be necessary to release and cancel its rights in the Security for the Partially Refunded Series 2010 Bonds.

## **ARTICLE IV**

### **GENERAL PROVISIONS**

*Section 401. Status of Securities Trust Fund.* The Securities Trust Fund shall be irrevocable, and the owners of the Partially Refunded Series 2010 Bonds shall have an express first lien on the Defeasance Obligations and any moneys held in the Securities Trust Fund until applied in accordance with this Supplemental Indenture.

The Series 2010 Trustee shall hold the Securities Trust Fund as a separate trust account wholly segregated from all other funds held by the Series 2010 Trustee in any capacity and shall make disbursements from the Securities Trust Fund only in accordance with this Supplemental Indenture. The principal of and interest on the Defeasance Obligations shall not be reinvested except with respect to any excess cash proceeds which may be invested as described in Section 307 hereof, and the Series 2010 Trustee shall not sell or otherwise dispose of the Defeasance Obligations except as provided in Section 403 hereof.

*Section 402. Series 2010 Trustee Liens.* Under no circumstances shall the Series 2010 Trustee have a lien on the Securities Trust Fund for its charges, fees and expenses, and under no circumstances shall the Series 2010 Trustee make any claim against the Securities Trust Fund for such charges, fees or expenses.

*Section 403. Subsequent Action.* Except as provided in the next succeeding paragraph, the Defeasance Obligations (or any portion thereof) may not be sold, redeemed, invested or reinvested (other than as described in Section 307 hereof) in any manner or other Government Obligations substituted therefor and no money or Defeasance Obligations may be removed from the Securities Trust Fund or other Government Obligations substituted therefor (any such

direction to sell, redeem, invest, reinvest, remove or substitute to be referred to as a "Subsequent Action") unless the following conditions are satisfied prior to the taking of such Subsequent Action:

(a) the Series 2010 Trustee shall have received either (i) a certified copy of the proceedings of the Authority authorizing the Subsequent Action, or (ii) an opinion of counsel for the Authority to the effect that such Subsequent Action has been duly authorized by all necessary action on the part of the Authority;

(b) the Series 2010 Trustee shall have received either (i) a copy, duly certified by the Secretary or Assistant Secretary of the Corporation, of a resolution of the Board of Directors of the Borrower or the Corporation, acting on behalf of the Borrower, or of the Executive Committee of the Board of Directors of the Borrower or the Corporation, acting on behalf of the Borrower, authorizing the Subsequent Action, or (ii) an opinion of counsel for the Corporation and the Borrower to the effect that such Subsequent Action has been duly authorized by all necessary action on the part of the Borrower or the Corporation, acting on behalf of the Borrower;

(c) the Series 2010 Trustee shall have received a report from a nationally recognized firm of independent certified public accountants or verification experts to the effect that the Government Obligations and cash available or to be available in the Securities Trust Fund for the payment of the Partially Refunded Series 2010 Bonds after the taking of the Subsequent Action will remain sufficient to pay, without any further reinvestment thereof, the Partially Refunded Series 2010 Bonds in the manner provided in Section 301 hereof;

(d) the Series 2010 Trustee shall have received an Opinion of Bond Counsel to the effect that (i) the Subsequent Action will not adversely affect any exemption from federal income taxation of the interest paid on the Series 2010 Bonds to which the Series 2010 Bonds are otherwise entitled and (ii) the Subsequent Action will not violate the covenants of the Authority with respect to arbitrage in the Series 2010 Indenture or of the Borrower with respect to arbitrage in the Series 2010 Loan Agreement; and

(e) the Series 2010 Trustee shall have received such other documents and showings as it may reasonably require.

If after any such Subsequent Action there are any funds on deposit in the Securities Trust Fund that are not needed by the Series 2010 Trustee for the payment of the Partially Refunded Series 2010 Bonds in accordance with Section 301 hereof, as demonstrated by the accountants' or verification expert's report delivered pursuant to subparagraph (c) above, the Series 2010 Trustee shall, subject to any restrictions on the use of such excess funds that may be contained in the Opinion of Bond Counsel delivered pursuant to subparagraph (d) above, remit such excess funds to a Tax-Exempt Organization designated by the Borrower or the Corporation, acting on behalf of the Borrower, that is unrelated to the Members of the Obligated Group.

All investments made pursuant to this Section 403 shall constitute Government Obligations (a) which (i) mature on or before the date on which the amount so invested is required hereunder (as indicated in the most recent verification report delivered pursuant hereto) and (ii) are not callable by the issuer thereof prior to maturity and (b) the yield on which shall be subject to the yield limitations set forth in Section 307 hereof.

*Section 404. Ratification of Series 2010 Indenture; Privileges and Immunities of Series 2010 Trustee.* In all respects not inconsistent with this Supplemental Indenture, the Series 2010 Indenture is hereby ratified, approved and confirmed. In executing and delivering this Supplemental Indenture, the Series 2010 Trustee shall be entitled to all of the privileges and immunities afforded to the Series 2010 Trustee under the Series 2010 Indenture.

*Section 405. Governing Law.* This Supplemental Indenture shall be governed exclusively by the applicable laws of the State of Illinois.

*Section 406. Immunities of Authority Members, Officers, Etc.* No recourse shall be had for the payment of the principal of or interest on any of the Partially Refunded Series 2010 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained herein against any past, present or future officer, member, agent or employee of the Authority or of any successor public corporation, as such, either directly or through the Authority or any successor public 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 officers, members, agents or employees, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Supplemental Indenture.

*Section 407. Termination; Remittance of Excess Funds.* This Supplemental Indenture shall terminate when all payments and transfers required to be made by the Series 2010 Trustee pursuant hereto have been made. All moneys, if any, remaining on deposit in the Securities Trust Fund at the time of the termination of this Supplemental Indenture shall be remitted to a Tax-Exempt Organization designated by the Borrower or the Corporation, acting on behalf of the Borrower, that is unrelated to the Members of the Obligated Group.

*Section 408. Limitation on Liability of Authority and Series 2010 Trustee.* The Authority and, with respect to clauses (a) and (b) of this sentence, the Series 2010 Trustee shall not be liable (a) for any loss resulting from any investment made pursuant to this Supplemental Indenture, (b) for the accuracy of the calculations as to the sufficiency of the money and Defeasance Obligations in the Securities Trust Fund to pay and redeem the Partially Refunded Series 2010 Bonds in accordance with Section 301 hereof or (c) the negligence or willful misconduct of the Series 2010 Trustee.

*Section 409. No Liability of the Obligated Group.* The Members of the Obligated Group shall not be obligated to remedy, and shall not be liable for, any deficiency in the Securities Trust Fund.

*Section 410. Waiver of Call Rights.* The Authority, at the direction of the Borrower, hereby irrevocably waives its right to call the Partially Refunded Series 2010 Bonds for redemption pursuant to Section 1104 of the Series 2010 Indenture.

*Section 411. Severability.* If any covenant or agreement in this Supplemental Indenture is determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Supplemental Indenture.

*Section 412. No Bondholder Consent.* The Series 2010 Trustee hereby determines that (i) the execution and delivery of this Series 2010 Supplemental Indenture complies with Section 901(g) of the Series 2010 Indenture, (ii) accordingly the consent of the owners of the Series 2010 Bonds to the execution and delivery of this Series 2010 Supplemental Indenture is not required and (iii) all conditions precedent to the execution and delivery of this Series 2010 Supplemental Indenture have been satisfied.

*Section 413. Amendments.* The Series 2010 Trustee and the Authority agree that the owners of the Partially Refunded Series 2010 Bonds have a beneficial and vested interest in the Securities Trust Fund. It is therefore recited, understood and agreed that, except as otherwise described in the immediately following sentence, this Supplemental Indenture shall not be subject to revocation or amendment until its provisions have been fully carried out. This Supplemental Indenture may be amended without the consent of a majority of the owners of the Series 2010 Bonds (a) in connection with the taking of any Subsequent Action pursuant to Section 403 hereof and (b) to the extent permitted by Section 901 of the Series 2010 Indenture, as the same exists on the date hereof.

*Section 414. Counterparts.* This Supplemental Indenture may be executed in several counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

*Section 415. Verification Report.* The accuracy of the mathematical computations of the adequacy of the Defeasance Obligations and Uninvested Cash on deposit in the Securities Trust Fund to pay and redeem the Partially Refunded Series 2010 Bonds in accordance herewith has been verified by the Verification Agent in the Verification Report, which verification is based upon information supplied to the Verification Agent by the Borrower. The Authority and the Series 2010 Trustee hereby acknowledge receipt of the Verification Report and have relied thereon in connection with the creation and funding of the Securities Trust Fund.

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 its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and to evidence its acceptance of the trusts hereby created, WELLS FARGO BANK, NATIONAL ASSOCIATION, has caused these presents to be signed in its name and on its behalf by one of its Vice Presidents, all as of the day and year first above written.



*Man Mary*

Assistant Secretary

ILLINOIS FINANCE AUTHORITY

By *[Signature]*  
Executive Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Series 2010 Trustee

By \_\_\_\_\_  
Vice President

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 its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and to evidence its acceptance of the trusts hereby created, WELLS FARGO BANK, NATIONAL ASSOCIATION, has caused these presents to be signed in its name and on its behalf by one of its Vice Presidents, all as of the day and year first above written.

ILLINOIS FINANCE AUTHORITY

By \_\_\_\_\_  
Executive Director

(SEAL)  
ATTEST:

\_\_\_\_\_  
Assistant Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Series 2010 Trustee

By \_\_\_\_\_  
Vice President



## CONSENT

The undersigned, ADVOCATE HEALTH CARE NETWORK, an Illinois not for profit corporation, hereby joins in the execution of the foregoing Second Supplemental Bond Trust Indenture for the purpose of evidencing its consent, as Obligated Group Agent on behalf of the Borrower, to such execution pursuant to Article IX of the Series 2010 Indenture hereinabove referred to and hereby waives any notice requirements relating to the execution of the foregoing Second Supplemental Bond Trust Indenture.

ADVOCATE HEALTH CARE NETWORK

By \_\_\_\_\_  
Senior Vice President/  
Chief Financial Officer\*

To  
COME

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\* In his capacity as Senior Vice President and Chief Financial Officer of Advocate Health Network Corporation, as Obligated Group Agent, on behalf of the Borrower.

## EXHIBIT A

### PARTIALLY REFUNDED SERIES 2010 BONDS CONSISTING OF:

#### PART I

##### **SERIES 2010A BONDS\***

<u>MATURITY</u> <u>(APRIL 1)</u>	<u>INTEREST</u> <u>RATE</u> <u>(%)</u>	<u>ORIGINAL</u> <u>PRINCIPAL</u> <u>AMOUNT (\$)</u>	<u>CURRENT</u> <u>CUSIP</u> <u>NUMBER</u>	<u>CURRENT</u> <u>BOND</u> <u>NUMBER</u>	<u>REFUNDED</u> <u>PRINCIPAL</u> <u>AMOUNT (\$)</u>
2044	5.500	37,000,000	45203H3Y6	R-3	19,565,000

#### PART II

##### **SERIES 2010B BONDS\***

<u>MATURITY</u> <u>(APRIL 1)</u>	<u>INTEREST</u> <u>RATE</u> <u>(%)</u>	<u>ORIGINAL</u> <u>PRINCIPAL</u> <u>AMOUNT (\$)</u>	<u>CURRENT</u> <u>CUSIP</u> <u>NUMBER</u>	<u>CURRENT</u> <u>BOND</u> <u>NUMBER</u>	<u>REFUNDED</u> <u>PRINCIPAL</u> <u>AMOUNT (\$)</u>
2044	5.375	52,375,000	45203H3Z3	R-3	27,695,000

#### PART III

##### **SERIES 2010C BONDS\***

<u>MATURITY</u> <u>(APRIL 1)</u>	<u>INTEREST</u> <u>RATE</u> <u>(%)</u>	<u>ORIGINAL</u> <u>PRINCIPAL</u> <u>AMOUNT (\$)</u>	<u>CURRENT</u> <u>CUSIP</u> <u>NUMBER</u>	<u>CURRENT</u> <u>BOND</u> <u>NUMBER</u>	<u>REFUNDED</u> <u>PRINCIPAL</u> <u>AMOUNT (\$)</u>
2044	5.375	25,625,000	45203H4A7	R-3	13,555,000

\* Note: The "Refunded Principal Amounts" shown in the last column above represent all remaining outstanding bonds of the applicable series as of the date hereof, as a portion of the Original Principal Amount of such series was previously defeased.

**PART IV**

**SERIES 2010D BONDS\***

<u>MATURITY</u> <u>(APRIL 1)</u>	<u>INTEREST</u> <u>RATE</u> <u>(%)</u>	<u>ORIGINAL</u> <u>PRINCIPAL</u> <u>AMOUNT (\$)</u>	<u>CURRENT</u> <u>CUSIP</u> <u>NUMBER</u>	<u>CURRENT</u> <u>BOND</u> <u>NUMBER</u>	<u>REFUNDED</u> <u>PRINCIPAL</u> <u>AMOUNT (\$)</u>
2020	5.000	15,770,000	45200FM30	R-11	15,770,000
2021	5.000	16,785,000	45200FM48	R-12	16,785,000
2022	4.500	1,400,000	45203H4D1	R-18	740,000
2022	5.000	16,090,000	45203H4E9	R-20	8,505,000
2029	5.000	1,520,000	45203H4F6	R-22	910,000
2038	5.250	2,460,000	45200FM89	R-16	2,460,000

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\* Note: The "Refunded Principal Amounts" shown in the last column above represent all remaining outstanding Series 2010D Bonds of such maturity as of the date hereof, as a portion of the Original Principal Amount of the April 1, 2022 (both 4.500% and 5.000% interest rates) and April 1, 2029 maturities were previously defeased. In addition, certain Series 2010D Bonds remain outstanding as described in Exhibit B below.

## EXHIBIT B

### REMAINING OUTSTANDING SERIES 2010D BONDS

<u>ORIGINAL CUSIP NUMBER</u>	<u>ORIGINAL BOND NUMBER</u>	<u>MATURITY DATE (APRIL 1)</u>	<u>ORIGINAL PRINCIPAL AMOUNT (\$)</u>	<u>INTEREST RATE (%)</u>
45200FL98	R-9	2018	2,310,000	4.000
45200FM22	R-10	2019	14,975,000	5.000

## EXHIBIT C

### DEFEASANCE OBLIGATIONS

TYPE OF SECURITY	MATURITY DATE	PAR AMOUNT (\$)	INTEREST RATE (%)	PRICE (%)
TNote	9/30/2017	2,058,000	0.625	100.001355
TNote	3/31/2018	2,064,000	2.875	100.840282
TNote	9/30/2018	2,093,000	0.750	99.429615
TNote	3/31/2019	108,086,000	1.250	99.783765

## EXHIBIT D

### FORM OF NOTICE OF EXECUTION OF SECOND SUPPLEMENTAL BOND TRUST INDENTURE AND PROVISION FOR PAYMENT AND REDEMPTION OF A PORTION OF SERIES 2010 BONDS

NOTICE OF EXECUTION OF SECOND SUPPLEMENTAL BOND TRUST  
INDENTURE AND PROVISION FOR PAYMENT AND REDEMPTION OF A  
PORTION OF ILLINOIS FINANCE AUTHORITY REVENUE BONDS, 2010  
(ADVOCATE HEALTH CARE NETWORK) ORIGINALLY DATED AND  
ISSUED ON JANUARY 6, 2010

The Illinois Finance Authority (the "Authority") has previously issued its (i) Revenue Bonds, Series 2010A (Advocate Health Care Network), issued in the original aggregate principal amount of \$37,000,000 and maturing on April 1, 2044 (the "Series 2010A Bonds"), (ii) Revenue Bonds, Series 2010B (Advocate Health Care Network), issued in the original aggregate principal amount of \$52,375,000 and maturing on April 1, 2044 (the "Series 2010B Bonds"), (iii) Revenue Bonds, Series 2010C (Advocate Health Care Network), issued in the original aggregate principal amount of \$25,625,000 and maturing on April 1, 2044 (the "Series 2010C Bonds") and (iv) Revenue Refunding Bonds, Series 2010D (Advocate Health Care Network), issued in the original aggregate principal amount of \$123,255,000 and maturing on April 1 of the years 2018 through 2022, 2029 and 2038 (the "Series 2010D Bonds" and, collectively with the Series 2010A Bonds, the Series 2010B Bonds and the Series 2010C Bonds, the "Series 2010 Bonds").

NOTICE is hereby given to the owners of the Series 2010 Bonds that provision for payment and redemption of a portion of the Series 2010 Bonds has been made pursuant to a Second Supplemental Bond Trust Indenture dated September 29, 2017 (the "Supplemental Indenture"), between the Authority and Wells Fargo Bank, National Association, as successor bond trustee (the "Series 2010 Trustee"), supplementing and amending the Bond Trust Indenture dated as of January 1, 2010, as previously supplemented and amended (the "Series 2010 Indenture"), between the Authority and the Series 2010 Trustee. Copies of the Supplemental Indenture are on file with the Series 2010 Trustee for inspection by the owners of the Series 2010 Bonds.

The remaining outstanding Series 2010A Bonds, the Series 2010B Bonds and the Series 2010C Bonds and the Series 2010D Bonds maturing on or after April 1, 2020 for which provision for payment and redemption has been made will be called for redemption on April 1, 2019 and are referred to herein as the "Partially Refunded Series 2010 Bonds." The Series 2010D Bonds maturing prior to April 1, 2020 (the April 1, 2018 and April 1, 2019 maturities) that remain outstanding and for which provision for payment and redemption has not been made are referred to herein as the "Remaining Outstanding Series 2010 Bonds."

The Series 2010 Bonds are identified on *Schedule I* attached hereto, the Partially Refunded Series 2010 Bonds are identified on *Schedule II* hereof, and the Remaining Outstanding Series 2010 Bonds are identified on *Schedule III* attached hereto.

United States government obligations and cash have been placed on deposit with the Series 2010 Trustee pursuant to the Supplemental Indenture in a principal amount that, together with the investment income thereon, is sufficient, in the opinion of Causey Demgen & Moore P.C., (i) to pay the interest coming due on the Partially Refunded Series 2010 Bonds on and before April 1, 2019 and (ii) to redeem the Partially Refunded Series 2010 Bonds on April 1, 2019 at the redemption price of 100% of the principal amount thereof.

Notice is further given that the Partially Refunded Series 2010 Bonds are no longer protected by the Series 2010 Indenture, except to the extent otherwise provided for in the Supplemental Indenture, and are no longer deemed to be outstanding under the Series 2010 Indenture.

This is not a Notice of Redemption. A separate Notice of Redemption will be sent to the owners of the Partially Refunded Series 2010 Bonds prior to April 1, 2019 in accordance with the Series 2010 Indenture.

All inquiries regarding this notice should be directed to the Series 2010 Trustee at 10 South Wacker Drive, 13th Floor, Chicago, Illinois 60606, Telephone: (312) 781-0727.

By order of the Illinois Finance Authority.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as successor bond trustee

## **SCHEDULE I**

### **SERIES 2010 BONDS CONSISTING OF:**

#### **SERIES 2010A BONDS**

<u>ORIGINAL CUSIP NUMBER</u>	<u>ORIGINAL BOND NUMBER</u>	<u>MATURITY DATE (APRIL 1)</u>	<u>ORIGINAL PRINCIPAL AMOUNT (\$)</u>	<u>INTEREST RATE (%)</u>
45200FK65	R-1	2044	\$37,000,000	5.500

#### **SERIES 2010B BONDS**

<u>ORIGINAL CUSIP NUMBER</u>	<u>ORIGINAL BOND NUMBER</u>	<u>MATURITY DATE (APRIL 1)</u>	<u>ORIGINAL PRINCIPAL AMOUNT (\$)</u>	<u>INTEREST RATE (%)</u>
45200FK73	R-1	2044	\$52,375,000	5.375

#### **SERIES 2010C BONDS**

<u>ORIGINAL CUSIP NUMBER</u>	<u>ORIGINAL BOND NUMBER</u>	<u>MATURITY DATE (APRIL 1)</u>	<u>ORIGINAL PRINCIPAL AMOUNT (\$)</u>	<u>INTEREST RATE (%)</u>
45200FK81	R-1	2044	\$25,625,000	5.375



### **SERIES 2010D BONDS**

<b>ORIGINAL CUSIP NUMBER</b>	<b>ORIGINAL BOND NUMBER</b>	<b>MATURITY DATE (APRIL 1)</b>	<b>ORIGINAL PRINCIPAL AMOUNT (\$)</b>	<b>INTEREST RATE (%)</b>
45200FL98	R-9	2018	2,310,000	4.000
45200FM22	R-10	2019	14,975,000	5.000
45200FM30	R-11	2020	15,770,000	5.000
45200FM48	R-12	2021	16,785,000	5.000
45200FM55	R-13	2022	1,400,000	4.500
45200FM63	R-14	2022	16,090,000	5.000
45200FM71	R-15	2029	1,520,000	5.000
45200FM89	R-16	2038	2,460,000	5.250

## **SCHEDULE II**

### **PARTIALLY REFUNDED SERIES 2010 BONDS CONSISTING OF:**

#### **PART I**

##### **SERIES 2010A BONDS**

<u>MATURITY</u> <u>(APRIL 1)</u>	<u>INTEREST</u> <u>RATE</u> <u>(%)</u>	<u>ORIGINAL</u> <u>PRINCIPAL</u> <u>AMOUNT (\$)</u>	<u>CURRENT</u> <u>CUSIP</u> <u>NUMBER</u>	<u>CURRENT</u> <u>BOND</u> <u>NUMBER</u>	<u>REFUNDED</u> <u>PRINCIPAL</u> <u>AMOUNT (\$)</u>
2044	5.500	37,000,000	45203H3Y6	R-3	19,565,000

#### **PART II**

##### **SERIES 2010B BONDS**

<u>MATURITY</u> <u>(APRIL 1)</u>	<u>INTEREST</u> <u>RATE</u> <u>(%)</u>	<u>ORIGINAL</u> <u>PRINCIPAL</u> <u>AMOUNT (\$)</u>	<u>CURRENT</u> <u>CUSIP</u> <u>NUMBER</u>	<u>CURRENT</u> <u>BOND</u> <u>NUMBER</u>	<u>REFUNDED</u> <u>PRINCIPAL</u> <u>AMOUNT (\$)</u>
2044	5.375	52,375,000	45203H3Z3	R-3	27,695,000

#### **PART III**

##### **SERIES 2010C BONDS**

<u>MATURITY</u> <u>(APRIL 1)</u>	<u>INTEREST</u> <u>RATE</u> <u>(%)</u>	<u>ORIGINAL</u> <u>PRINCIPAL</u> <u>AMOUNT (\$)</u>	<u>CURRENT</u> <u>CUSIP</u> <u>NUMBER</u>	<u>CURRENT</u> <u>BOND</u> <u>NUMBER</u>	<u>REFUNDED</u> <u>PRINCIPAL</u> <u>AMOUNT (\$)</u>
2044	5.375	25,625,000	45203H4A7	R-3	13,555,000

**PART IV**

**REFUNDED SERIES 2010D BONDS**

<b>MATURITY (APRIL 1)</b>	<b>INTEREST RATE (%)</b>	<b>ORIGINAL PRINCIPAL AMOUNT (\$)</b>	<b>CURRENT CUSIP NUMBER</b>	<b>CURRENT BOND NUMBER</b>	<b>REFUNDED PRINCIPAL AMOUNT (\$)</b>
2020	5.000	15,770,000	45200FM30	R-11	15,770,000
2021	5.000	16,785,000	45200FM48	R-12	16,785,000
2022	4.500	1,400,000	45203H4D1	R-18	740,000
2022	5.000	16,090,000	45203H4E9	R-20	8,505,000
2029	5.000	1,520,000	45203H4F6	R-22	910,000
2038	5.250	2,460,000	45200FM89	R-16	2,460,000

### **SCHEDULE III**

#### **REMAINING OUTSTANDING SERIES 2010D BONDS CONSISTING OF:**

<b>ORIGINAL CUSIP NUMBER</b>	<b>ORIGINAL BOND NUMBER</b>	<b>MATURITY DATE (APRIL 1)</b>	<b>ORIGINAL PRINCIPAL AMOUNT (\$)</b>	<b>INTEREST RATE (%)</b>
45200FL98	R-9	2018	2,310,000	4.000
45200FM22	R-10	2019	14,975,000	5.000

## EXHIBIT E

### FORM OF NOTICE OF REDEMPTION

NOTICE OF REDEMPTION OF A PORTION OF ILLINOIS FINANCE  
AUTHORITY REVENUE BONDS, SERIES 2010 (ADVOCATE HEALTH  
CARE NETWORK) ORIGINALLY DATED AND ISSUED ON JANUARY 6,  
2010

CUSIP NUMBER	BOND NUMBER	SERIES DESIGNATION	MATURITY DATE (APRIL 1)	INTEREST RATE (%)	AMOUNT REDEEMED (\$)
45203H3Y6	R-3	Series 2010A	2044	5.500	19,565,000
45203H3Z3	R-3	Series 2010B	2044	5.375	27,695,000
45203H4A7	R-3	Series 2010C	2044	5.375	13,555,000
45200FM30	R-11	Series 2010D	2020	5.000	15,770,000
45200FM48	R-12	Series 2010D	2021	5.000	16,785,000
45203H4D1	R-18	Series 2010D	2022	4.500	740,000
45203H4E9	R-20	Series 2010D	2022	5.000	8,505,000
45203H4F6	R-22	Series 2010D	2029	5.000	910,000
45200FM89	R-16	Series 2010D	2038	5.250	2,460,000

NOTICE is hereby given to the owners of the Illinois Finance Authority Revenue Bonds, Series 2010 (Advocate Health Care Network) referred to above (the "Redeemed Series 2010 Bonds") that the Illinois Finance Authority, at the request of Advocate Health Care Network, has exercised its option to call the Redeemed Series 2010 Bonds for redemption and payment on April 1, 2019 (the "Redemption Date") prior to their respective maturities. Upon the surrender of any Redeemed Series 2010 Bond by the owner thereof to Wells Fargo Bank, National Association, as successor bond trustee (the "Series 2010 Trustee"), at 600 Fourth Street South, 7<sup>th</sup> Floor, Minneapolis, MN 55479, on or after the Redemption Date, such owner shall be paid the redemption price of 100% of the principal amount of such Redeemed Series 2010 Bond (the "Redemption Price").

Notice is further given that, on and after the Redemption Date, interest on the Redeemed Series 2010 Bonds shall cease to accrue and the owners of the Redeemed Series 2010 Bonds shall have the right to receive only the Redemption Price for the Redeemed Series 2010 Bonds.

Pursuant to U.S. federal tax laws, the bondholder has a duty to provide the applicable type of tax certification form issued by the U.S. Internal Revenue Service ("IRS") to Wells Fargo Bank, N.A. Corporate Trust Services to ensure payments are reported accurately to the bondholder and to the IRS. In order to permit accurate withholding (or to prevent withholding), a complete and valid tax certification form must be received by Wells Fargo Bank, N.A. Corporate Trust Services before payment of the redemption proceeds is made to the bondholder.

Failure to timely provide a valid tax certification form as required will result in the maximum amount of U.S. withholding tax being deducted from any redemption payment that is made to the bondholder.

All inquiries regarding this notice should be directed to the Series 2010 Trustee at 10 South Wacker Drive, 13th Floor, Chicago, Illinois 60606, Telephone: (312) 781-0727.

By order of the Illinois Finance Authority.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as successor bond trustee