

SUPPLEMENTAL BONDHOLDER'S AGREEMENT

dated as of October 1, 2012

among

HOSPITAL SISTERS SERVICES, INC.,

ST. ELIZABETH'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS,  
ST. JOSEPH'S HOSPITAL, BREESE, OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS,  
ST. MARY'S HOSPITAL, DECATUR, OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS,  
ST. ANTHONY'S MEMORIAL HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS,  
ST. JOSEPH'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS,  
ST. FRANCIS HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS,  
ST. JOHN'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS,  
ST. MARY'S HOSPITAL, STREATOR, OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS,  
ST. JOSEPH'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS,  
SACRED HEART HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS,  
ST. MARY'S HOSPITAL MEDICAL CENTER OF GREEN BAY, INC.,  
ST. VINCENT HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS,  
ST. NICHOLAS HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS,

and

JPMORGAN CHASE BANK, N.A.

relating to

\$120,415,000 Maximum Principal Amount  
Illinois Finance Authority  
Revenue Bonds, Series 2012A  
(Hospital Sisters Services, Inc. – Obligated Group)

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## SUPPLEMENTAL BONDHOLDER'S AGREEMENT

THIS SUPPLEMENTAL BONDHOLDER'S AGREEMENT dated as of October 1, 2012 (as amended, supplemented and restated or otherwise modified from time to time, referred to herein as this "*Agreement*"), is among HOSPITAL SISTERS SERVICES, INC. (the "*Corporation*"), ST. ELIZABETH'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. JOSEPH'S HOSPITAL, BREESE, OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. MARY'S HOSPITAL, DECATUR, OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. ANTHONY'S MEMORIAL HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. JOSEPH'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. FRANCIS HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. JOHN'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, and ST. MARY'S HOSPITAL, STREATOR, OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, each an Illinois not for profit corporation, and ST. JOSEPH'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, SACRED HEART HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. MARY'S HOSPITAL MEDICAL CENTER OF GREEN BAY, INC., ST. VINCENT HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, and ST. NICHOLAS HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, each a Wisconsin nonstock, nonprofit corporation (collectively, the "*Members of the Obligated Group*"), and JPMORGAN CHASE BANK, N.A., a national banking association (the "*Bank*").

### RECITALS

WHEREAS, the Illinois Finance Authority (the "*Authority*") will issue its Illinois Finance Authority Revenue Bonds, Series 2012A (Hospital Sisters Services, Inc. – Obligated Group) (the "*Bonds*") in the aggregate maximum principal amount of \$120,415,000 pursuant to that certain Bond Trust Indenture dated as of October 1, 2012 (as amended and supplemented from time to time in accordance with the terms hereof and thereof, the "*Bond Indenture*") between the Authority and The Bank of New York Mellon Trust Company, N.A. (the "*Bond Trustee*");

WHEREAS, the Authority is loaning the proceeds of the Bonds to the Corporation pursuant to that certain Loan Agreement dated as of October 1, 2012 (as the same may be amended, modified or restated in accordance with the terms hereof and thereof, the "*Loan Agreement*") between the Authority and the Corporation; and

WHEREAS, the Corporation intends to use the proceeds of the Bonds to provide funds, together with certain other moneys, to (i) pay or reimburse the Members for the payment of the costs of the acquisition, construction and equipping of the Members' health care facilities financed, directly or indirectly, with the proceeds of the Bonds, and (ii) pay certain expenses incurred in connection with the issuance of the Bonds; and

WHEREAS, the Purchaser has agreed to purchase the Bonds, and as a condition to such purchase, the Purchaser has required the Members to enter into this Agreement.

NOW, THEREFORE, to induce the Purchaser to purchase the Bonds, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Members and the Purchaser hereby agree as follows:

## ARTICLE I

### DEFINITIONS

*Section 1.01. Certain Defined Terms.* In addition to the terms defined in the recitals and elsewhere in this Agreement and the Bond Indenture, the following terms shall have the meanings given in this Section 1.01:

*"Adjusted Contributions"* means, for any fiscal year of a Person, the lesser of: (i) the Unrestricted Contributions actually received by such Person for such fiscal year or (ii) the sum total of Unrestricted Contributions actually received by such Person during such fiscal year and during the preceding four fiscal years of such Person divided by five, provided that, in making the computation under (ii), the amount of Unrestricted Contributions for the fiscal year (of such five fiscal years) in which the amount of Unrestricted Contributions is largest shall, if it exceeds 150% of the amount of Unrestricted Contributions for the fiscal year (of such five fiscal years) in which the amount of Unrestricted Contributions is second largest, be reduced to an amount equal to 150% of the amount of Unrestricted Contributions for said fiscal year in which the amount of Unrestricted Contributions is second largest.

*"Affiliate"* means any other Person controlling or controlled by or under common control with the Corporation or any Member. For purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting rights, membership, the power to appoint members, trustees or directors, by contract or otherwise.

*"Agreement"* has the meaning set forth in the introductory paragraph hereof.

*"Anti-Terrorism Law"* means any law relating to terrorism or money laundering including Executive Order No. 13224 and the Patriot Act.

*"Applicable Spread"* has the meaning set forth in the Bond Indenture.

*"Audited Financial Statements"* means the audited consolidated financial statements and supplementary information of the System and the other entities included therein for the Fiscal Years ended June 30, 2011 and 2010, including the notes thereto.

*"Authority"* has the meaning set forth in the recitals hereof.

*"Base Rate"* has the meaning set forth in the Bond Indenture.

*"Bond Counsel"* means Jones Day or any other nationally recognized municipal bond counsel acceptable to the Authority, the Bond Trustee and the Purchaser.

*"Bond Indenture"* has the meaning set forth in the recitals hereof.

*"Bondholder," "holder," "holder" or "owner"* has the same meaning as *"Bondholder," "holder," "holder" or "owner of the Series 2012A Bonds"* as set forth in the Bond Indenture.

*"Bond Master Note"* means the Corporation's Direct Note Obligation, Series 2012A (Illinois Finance Authority), dated October 1, 2012, and issued to the Authority pursuant to the Master Indenture, as supplemented and amended from time to time.

*"Bond Purchase Agreement"* means the Bond Purchase Agreement dated October 1, 2012 among the Authority, the Purchaser and the Members of the Obligated Group.

*"Bond Trustee"* means The Bank of New York Mellon Trust Company, N.A., and its permitted successors and assigns, as trustee under the Bond Indenture.

*"Bonds"* has the meaning set forth in the recitals hereof.

*"Business Day"* means a day that is not a Saturday, Sunday or legal holiday on which banking institutions in the State of Illinois, the State of New York or any state in which the Principal Office of the Bond Trustee or the Purchaser is located are authorized to remain closed or a day on which the New York Stock Exchange is closed.

*"Capitalized Lease"* means any lease of real or personal property which, in accordance with generally accepted accounting principles, is required to be capitalized on the balance sheet of the lessee.

*"Capitalized Rentals"* means, as of the date of determination, the amount at which the aggregate Net Rentals due and to become due under a Capitalized Lease under which a Person is a lessee would be reflected as a liability on a balance sheet of such Person.

*"Change in Law"* means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) the enactment of any change in any law, rule, regulation or treaty, or any published change in the administration, interpretation or application thereof by any Governmental Authority, or (c) the making or issuance of any published request, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all statutes, requests, rules, guidelines or directives thereunder or issued in connection therewith, (y) all requests, rules, guidelines or directives promulgated by the Purchaser for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, (z) the risk-based capital guidelines in effect in the United States on the date of this Agreement, including transition rules, and the corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such

regulations adopted prior to the date of this Agreement, shall in each case be deemed to be a "*Change in Law*," regardless of the date enacted, adopted or issued.

"*Closing Date*" means October 1, 2012, subject to the satisfaction or waiver of the conditions precedent set forth in Article III hereof.

"*Code*" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto.

"*Commitment Indebtedness*" means the obligation of any Member to repay amounts disbursed pursuant to a commitment from a financial institution to pay, refinance or purchase when due, when tendered or when required to be purchased or to make a loan for any such purpose (a) other Indebtedness of such Member, or (b) Indebtedness of a Person who is not a Member, which Indebtedness is guaranteed by a Guaranty of such Member or secured by or payable from amounts paid on Indebtedness of such Member, in either case which Indebtedness or Guaranty of such Member was incurred in accordance with the provisions of Section 415 of the Master Indenture, and the obligation of any Member to pay interest payable on amounts disbursed for such purposes, plus any fees, costs or expenses payable to such financial institution for, under or in connection with such commitment, in the event of disbursement pursuant to such commitment or in connection with enforcement thereof, including without limitation any penalties payable in the event of such enforcement.

"*Contributions*" means the aggregate amount of all contributions, grants, gifts, bequests and devises actually received in cash or marketable securities by any Person in the applicable fiscal year of such Person and any such contributions, grants, gifts, bequests and devises originally received in a form other than cash or marketable securities by any Person which are converted in such fiscal year to cash or marketable securities.

"*Controlled Group*" means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Hospital or any other Member of the Obligated Group, as applicable, or any subsidiary or affiliate, are treated as a single employer under Section 414 of the Code.

"*Corporation*" has the meaning set forth in the introductory paragraph hereof.

"*Days of Operating Expenses*" means the quotient determined by dividing (a) (i) an amount equal to operating expenses of the Obligated Group for the applicable period, as set forth in the most recent financial statements delivered under the Master Indenture, minus (ii) depreciation and amortization of the Obligated Group set forth in such financial statements, by (b) the number of days in the applicable period.

"*Debtor Relief Laws*" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.



*"Debt Service Requirements"* means, with respect to the period of time for which calculated, the aggregate of the payments required to be made during such period in respect of principal (whether at maturity, as a result of mandatory sinking fund redemption, mandatory prepayment or otherwise) and interest on outstanding Funded Indebtedness of each Person or a group of Persons with respect to which calculated; provided that: (a) the amount of such payments for a future period shall be calculated in accordance with the assumptions contained in Sections 415 and 416 of the Master Indenture; (b) interest shall be excluded from the determination of the Debt Service Requirements to the extent that Escrowed Interest is available to pay such interest; (c) principal of Indebtedness shall be excluded from the determination of Debt Service Requirements to the extent that amounts are on deposit in an irrevocable escrow and such amounts (including, where appropriate, the earnings or other increment to accrue thereon) are required to be applied to pay such principal and such amounts so required to be applied are sufficient to pay such principal; and (d) with respect to any Funded Indebtedness for which the number of actual payments of principal in any Fiscal Year is greater than those in the immediately preceding and/or succeeding Fiscal Years solely by reason of the fact that such principal payments are scheduled to occur other than on a specified date or dates or by reasons of this clause (d), the last principal payment in such Fiscal Year for which the number of payments is higher shall be deemed to be required to be made in the next preceding or succeeding Fiscal Year, as appropriate and as designated by the Obligated Group Agent.

*"Default"* means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

*"Default Rate"* means a fluctuating interest rate per annum equal to the sum of the Base Rate from time to time in effect plus four percent (4.00%).

*"Determination of Taxability"* means, with respect to the Bonds, the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, which has the effect of a determination that the interest on any of the Bonds is includable in the gross income of the recipients thereof for federal income tax purposes.

*"Dollar"* and *"\$"* mean lawful money of the United States.

*"EMMA"* means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system.

*"Environmental Laws"* means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other "Superfund" or "Superliner" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute thereto and any rule or regulation issued thereunder.

"Escrowed Interest" means amounts irrevocably deposited in escrow to pay interest on Funded Indebtedness or Related Bonds and interest earned on amounts irrevocably deposited in escrow to the extent such interest earned is required to be applied to pay interest on Funded Indebtedness or Related Bonds.

"Event of Default" with respect to this Agreement has the meaning set forth in Section 7.01 hereof and, with respect to any Related Document, has the meaning assigned therein.

"Excess Interest Amount" has the meaning set forth in Section 3.02(c)(ii) hereof.

"Excluded Property" means any assets of "employee pension benefit plans" as defined in the Employee Retirement Income Security Act of 1974, as amended, the real estate described in Exhibit C to the Master Indenture, as amended as provided in the Master Indenture from time to time, and all improvements, fixtures, tangible personal property and equipment located thereon and used in connection therewith.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Expenses" means, for any period, the aggregate of all expenses calculated under generally accepted accounting principles, including without limitation any taxes, incurred by the Person or group of Persons involved during such period, minus (i) interest on Funded Indebtedness, (ii) depreciation and amortization, (iii) extraordinary expenses (including without limitation losses on the sale of assets other than in the ordinary course of business and losses on the extinguishment of debt), (iv) any expenses resulting from a forgiveness of or the establishment of reserves against Indebtedness of an Affiliate which does not constitute an extraordinary expense and (v) losses resulting from any reappraisal, revaluation or write-down of assets; and, if such calculation is being made with respect to the Obligated Group, excluding any such expenses attributable to transactions between any Member and any other Member.

"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. Facilities shall not include the land, leasehold interests, buildings, fixtures or equipment constituting Excluded Property.

"First Supplemental Master Indenture" means the First Supplemental Master Trust Indenture dated as of October 1, 2012, among the Members of the Obligated Group and the Master Trustee, supplementing and amending the Master Indenture.

*"Fiscal Year"* means any 12-month period beginning on July 1 of any calendar year and ending on June 30 of the following calendar year or such other consecutive 12-month period selected by the Obligated Group Agent as the fiscal year for the Members.

*"Fitch"* means Fitch, Inc., and its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities agency, any other nationally recognized securities rating agency designated by the Obligated Group Agent by notice to the Master Trustee.

*"Funded Indebtedness"* means, with respect to any Person, (i) all Indebtedness of such Person for money borrowed or credit extended which is not Short-Term; (ii) all Indebtedness of such Person incurred or assumed in connection with the acquisition or construction of Property which is not Short-Term; (iii) all Short-Term Indebtedness incurred by the Person which is of the type described in Section 415(E) of the Master Indenture; (iv) the Person's Guaranties of Indebtedness which are not Short-Term; and (v) Capitalized Rentals under Capitalized Leases entered into by the Person; provided, however, that Indebtedness that could be described by more than one of the foregoing categories shall not in any case be considered more than once for the purpose of any calculation made pursuant to the Master Indenture.

*"GAAP"* means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination, consistently applied.

*"Governing Body"* means, with respect to a Member, the board of directors, board of trustees or similar group in which the right to exercise the powers of corporate directors or trustees is vested.

*"Governmental Authority"* means any nation or government, any state, department, agency or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government, and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

*"Guaranty"* means all obligations of a Person guaranteeing, or in effect guaranteeing, any Indebtedness, dividend or other obligation of any Primary Obligor in any manner, whether directly or indirectly, including but not limited to obligations incurred through an agreement, contingent or otherwise, by such Person: (1) to purchase such Indebtedness or obligation or any Property constituting security therefor; (2) to advance or supply funds: (i) for the purchase or payment of such Indebtedness or obligation, or (ii) to maintain working capital or other balance sheet condition; (3) to purchase securities or other Property or services primarily for the purpose of assuring the owner of such Indebtedness or obligation of the ability of the Primary Obligor to make payment of the Indebtedness or obligation; or (4) otherwise to assure the owner of such Indebtedness or obligation against loss in respect thereof.

*"Hazardous Materials"* means and includes any hazardous, toxic or dangerous waste, substance or material (including without limitation any materials containing asbestos) defined as such in (or for purposes of) any Environmental Laws.

*"Healthcare Laws"* has the meaning set forth in Section 4.24 hereof.

*"Historical Maximum Annual Debt Service Coverage Ratio"* means, for any period of time, the ratio consisting of a numerator equal to the amount determined by dividing Income Available for Debt Service for that period by the Maximum Annual Debt Service Requirement on the Indebtedness of the Person or Persons involved during any completed period and a denominator of one; provided, however, that in calculating the Debt Service Requirements for any completed period, the principal amount of any Indebtedness included in such calculation which is paid during such period shall be excluded to the extent such principal amount is paid from the proceeds of other Indebtedness incurred in compliance with the provisions of the Master Indenture or from amounts deposited to provide for such payment pursuant to an amortization schedule established and maintained in accordance with Section 415(G)(ii)(a) of the Master Indenture, which amounts were deposited in Fiscal Years prior to the Fiscal Year in which such principal became due.

*"Hold Period"* means the period during which the Purchaser agrees to hold the Bonds, which initial period shall be for seven (7) years beginning on the day the Bonds are issued and ending on October 1, 2019, as the same may be extended in accordance with this Agreement.

*"Income Available for Debt Service"* means, for any period, the excess of Revenues over Expenses of the Person or group of Persons involved.

*"Incorporated Provisions"* has the meaning set forth in Section 5.16 hereof.

*"Indebtedness"* means, for any Person, (a) all Guaranties by such Person, (b) all liabilities (exclusive of reserves such as those established for deferred taxes or litigation) recorded or required to be recorded as such on the audited financial statements of such Person in accordance with generally accepted accounting principles, and (c) all obligations for the payment of money incurred or assumed by such Person (i) due and payable in all events or (ii) if incurred or assumed primarily to assure the repayment of money borrowed or credit extended, due and payable upon the occurrence of a condition precedent or upon the performance of work, possession of Property as lessee, rendering of services by others or otherwise, and shall include, without limitation, Non-Recourse Indebtedness; provided that Indebtedness shall not include Indebtedness of one Member to another Member, any Guaranty by any Member of Indebtedness of any other Member, the joint and several liability of any Member on Indebtedness issued by another Member, Interest Rate Agreements or any obligation to repay moneys deposited by patients or others with a Member as security for or as prepayment of the cost of patient care or any rights of residents of life care, elderly housing or similar facilities to endowment or similar funds deposited by or on behalf of such residents.

*"Index Rate"* has the meaning set forth in the Bond Indenture.

*"Index Rate Period"* has the meaning set forth in the Bond Indenture.

*"Initial Advance"* has the meaning set forth in the Bond Indenture.

*"Initial Index Period"* has the meaning set forth in the Bond Indenture.

*"Initial Purchase Date"* has the meaning set forth in the Bond Indenture.

*"Interest Period"* has the meaning set forth in the Bond Indenture.

*"Interest Rate Agreement"* means an interest rate exchange, hedge or similar agreement, expressly identified in an Officer's Certificate of the Obligated Group Agent delivered to the Master Trustee as having been entered into in order to hedge the interest payable on all or a portion of any Indebtedness, which agreement may include, without limitation, an interest rate swap, a forward or futures contract or an option (e.g., a call, put, cap, floor or collar).

*"Investment Policies"* means, collectively, the System's (i) Investment Policy Statement for The Hospital Sisters Health System – Strategic Fund, (ii) Investment Policy Statement for Hospital Sisters Health System – Employees Pension Plan, (iii) Investment Policy Statement for Hospital Sisters Health System – Healthcare Plan Trust and (iv) Investment Policy Statement for Renaissance Quality Insurance Company, Ltd.

*"Land"* means the real Property of the Obligated Group upon which the primary operations of the Members are conducted as described in Exhibit A to the Master Indenture, as amended, as provided herein from time to time, together with all buildings, improvements and fixtures located thereon, but excluding therefrom the Excluded Property.

*"LIBOR"* means 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 Reuters Screen LIBOR01 (formerly known as Page 3750 of the Moneyline Telerate Service) (or such other page as may replace the Reuters Screen LIBOR01 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, England time, on the date of determination, or if such rate is not available, another comparable rate determined by the Purchaser in its reasonable discretion.

*"Lien"* means any mortgage, pledge or lease of, security interest in or lien, charge, restriction or encumbrance on any Property of the Person involved in favor of, or which secures any obligation to, any Person other than any Member, and any Capitalized Lease under which any Member is lessee and the lessor is not another Member.

*"Loan Agreement"* has the meaning set forth in the recitals hereof.

*"Mandatory Purchase Date"* has the meaning set forth in the Bond Indenture.

*"Mandatory Purchase Price"* has the meaning set forth in the Bond Indenture.

*"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., as master trustee under the Master Indenture, or any successor Master Trustee.

*"Material Adverse Change"* or *"Material Adverse Effect"* means an adverse change in, or adverse effect upon, the operations, business, Property or condition (financial or otherwise) of the Obligated Group, taken as a whole, that would be reasonably likely to result in a material impairment of the ability of Obligated Group, taken as a whole, to perform its obligations under this Agreement or any of the Related Documents.

*"Material Plan"* has the meaning set forth in Section 6.01(i) hereof.

*"Maximum Annual Debt Service Requirement"* means the largest total Debt Service Requirements for the current or any succeeding Fiscal Year; provided that in applying the provisions of Section 409 of the Master Indenture the current year shall be deemed to include the Fiscal Year with respect to which historical debt service coverage is being calculated and provided further that in calculating Maximum Annual Debt Service Requirement for the purposes of applying such provisions, the principal amount of any Indebtedness included in such calculation which is paid during the year with respect to which historical debt service coverage is being calculated shall be excluded to the extent such principal amount is paid from the proceeds of other Indebtedness incurred in compliance with the provisions of the Master Indenture or from amounts deposited to provide for such payment pursuant to an amortization schedule established and maintained in accordance with the provisions of Section 415(G)(ii)(a) and (b) of the Master Indenture, which amounts were deposited in Fiscal Years prior to the Fiscal Year in which such principal was paid; provided further that principal and interest payments on Indebtedness due on the first day or first Business Day of a month shall be deemed payable during the preceding month if they are required to be fully deposited with a trustee for such Indebtedness during such preceding month.

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

*"Maximum Rate"* means the lesser of (i) the maximum non-usurious lawful rate of interest permitted by applicable law and (ii) 25% per annum.

*"Medicaid"* means, collectively, the health care assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§ 1396 *et seq.*) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders, guidelines or requirements pertaining to such program including (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting such program; (b) all applicable state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations promulgated in connection with such program; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements

of all government authorities promulgated in connection with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

*"Medicare"* means, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. §§ 1395 *et seq.*) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders or guidelines pertaining to such program including (a) all federal statutes (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting such program; and (b) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all governmental authorities promulgated in connected with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

*"Member"* or *"Member of the Obligated Group"* means the corporations listed on *Exhibit E* of the Master Indenture and any other Person which has fulfilled the requirements for entry into the Obligated Group set forth in Section 404 of the Master Indenture and which has not ceased such status pursuant to Section 405 of the Master Indenture.

*"Mode"* has the meaning set forth in the Bond Indenture.

*"Moody's"* means Moody's Investors Service, Inc., and its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities agency, any other nationally recognized securities rating agency designated by the Obligated Group Agent by notice to the Master Trustee and the Purchaser.

*"MTI Note"* has the meaning set forth for the term *"Obligation"* in the Master Indenture.

*"Net Rentals"* means all fixed rents (including as such all payments which the lessee is obligated to make to the lessor on termination of the lease or surrender of the Property other than upon termination of the lease for a default thereunder) payable under a lease or sublease of real or personal Property excluding any amounts required to be paid by the lessee (whether or not designated as rents or additional rents) on account of maintenance, repairs, insurance, taxes and similar charges. Net Rentals for any future period under any so-called "percentage lease" shall be computed on the basis of the amount reasonably estimated to be payable thereunder for such period, but in any event not less than the amount paid or payable thereunder during the immediately preceding period of the same duration as such future period; provided that the amount estimated to be payable under any such percentage lease shall in all cases recognize any change in the applicable percentage called for by the terms of such lease.

*"Non-Recourse Indebtedness"* means any Indebtedness the liability for which is effectively limited to Property, Plant and Equipment (other than the Land) and the income therefrom not less than 80% of the cost of which Property, Plant and Equipment shall have been financed solely with the proceeds of such Indebtedness with no recourse, directly or indirectly, to any other Property of any Member.

*"Obligations"* means, collectively, all of each Member of the Obligated Group's indebtedness, liabilities and obligations to the Purchaser under this Agreement and the other Related Documents (including, without limitation, (i) the fees payable to the Purchaser arising under or in relation to this Agreement and (ii) all other obligations of each Member of the Obligated Group to the Purchaser arising under or in relation to this Agreement), all whether now existing or hereafter arising, and howsoever evidenced; provided, however, that *"Obligations"* shall not include the obligation to pay principal of and interest on the Bonds pursuant to the Loan Agreement.

*"Obligated Group"* means the corporations listed on *Exhibit E* of the Master Indenture and any other Person which has fulfilled the requirements for entry into the Obligated Group set forth in Section 404 of the Master Indenture and which has not ceased such status pursuant to Section 405 of the Master Indenture.

*"Obligated Group Agent"* means the Corporation or such other Member as may be designated from time to time pursuant to the Master Indenture, with prior written notice to the Purchaser; provided, however, that failure to provide such notice shall not be a default hereunder or make the designation ineffective.

*"Officer's Certificate"* means a certificate signed, in the case of a certificate delivered by a corporation, by the President or any other officer authorized to sign by resolution of the Governing Body of such corporation or, in the case of a certificate delivered by any other Person, 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 Master Trustee and the Purchaser.

*"Official Statement"* means the Official Statement dated September 13, 2012 relating to the Series 2012B Bonds and the Series 2012C Bonds.

*"Participant"* has the meaning set forth in Section 9.18 hereof.

*"Patriot Act"* means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

*"PBGC"* means the Pension Benefit Guaranty Corporation or any Person succeeding to any or all of its functions under ERISA.

*"Permit"* means any permit, approval, authorization, certification, license, variance, accreditation or permission required from a Governmental Authority under an applicable law or any accrediting organization.

*"Permitted Encumbrances"* means the Master Indenture, any Related Loan Document, any Related Bond Indenture and, as of any particular time:



(a) Liens arising by reason of good faith deposits with a Member in connection with tenders, leases of real estate, bids or contracts (other than contracts for the payment of money), deposits by any Member to secure public or statutory obligations, or to secure, or in lieu of, surety, stay or appeal bonds, and deposits as security for the payment of taxes or assessments or other similar charges; any Lien arising by reason of deposits with, or the giving of any form of security to, any governmental agency or any body created or approved by law or governmental regulation for any purpose at any time as required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license, or to enable any Member to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with workmen's compensation, unemployment insurance, pensions or profit sharing plans or other social security plans or programs, or to share in the privileges or benefits required for corporations participating in such arrangements;

(b) any Lien on Property other than the Facilities if, at the time the Indebtedness secured thereby is issued or incurred by any Member, or in the case of Property acquired subject to an existing Lien, at the time of such acquisition, the aggregate amount remaining unpaid on the Indebtedness secured thereby (whether or not assumed by the Member) shall not exceed the fair market value or (if such Property has been purchased) the lesser of the acquisition price or the fair market value of the Property subject to such Lien as determined in good faith by the Governing Body of the Member;

(c) any Lien on the Property of any Member granted in favor of or securing Indebtedness to any other Member;

(d) any Lien on the Property of any Member permitted under the provisions of Section 418 of the Master Indenture;

(e) any Lien on Property if such Lien equally and ratably secures all of the MTI Notes and only the MTI Notes;

(f) leases which relate to Property of the Obligated Group which is of a type that is customarily the subject of such leases, such as office space for physicians and educational institutions, food service facilities, gift shops and radiology or other hospital-based specialty services, pharmacy and similar departments; leases entered into in accordance with the disposition of Property provisions of the Master Indenture; leases, licenses or similar rights to use Property to which any Member of the Obligated Group is a party existing as of September 1, 1998 and any renewals and extensions thereof; and any leases, licenses or similar rights to use Property whereunder a Member is lessee, licensee or the equivalent thereof upon fair and reasonable terms no less favorable to the lessee or licensee than would obtain in a comparable arm's-length transaction;

(g) Liens for taxes and special assessments which are not then delinquent, or if then delinquent are being contested in accordance with Section 406 of the Master Indenture and any Related Loan Documents;

(h) utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions which do not materially interfere with or materially impair the operation of the

Property affected thereby (or, if such Property is not being then operated, the operation for which it was designed or last modified);

(i) any mechanic's, laborer's, materialman's, supplier's or vendor's Lien or right in respect thereof if payment is not yet due under the contract in question or if such Lien is being contested in accordance with the provisions of the Master Indenture;

(j) such Liens, defects, irregularities of title and encroachments on adjoining property as normally exist with respect to property similar in character to the Property involved and which do not materially adversely affect the value of, or materially impair, the Property affected thereby for the purpose for which it was acquired or is held by the owner thereof, including without limitation statutory liens granted to banks or other financial institutions, which liens have not been specifically granted to secure Indebtedness and which do not apply to Property which has been deposited as part of a plan to secure Indebtedness;

(k) zoning laws and similar restrictions which are not violated by the Property affected thereby;

(l) statutory rights under Section 291, Title 42 of the United States Code, as a result of what are commonly known as Hill-Burton grants, and similar rights under other federal statutes or statutes of the state in which the Property involved is located;

(m) all right, title and interest of the state where the Property involved is located, municipalities and the public in and to tunnels, bridges and passageways over, under or upon a public way;

(n) Liens on or in Property given, granted, bequeathed or devised by the owner thereof existing at the time of such gift, grant, bequest or devise, provided that (i) such Liens consist solely of restrictions on the use thereof or the income therefrom, or (ii) such Liens secure Indebtedness which is not assumed by any Member and such Liens attach solely to the Property (including the income therefrom) which is the subject of such gift, grant, bequest or devise;

(o) Liens of or resulting from any judgment or award, the time for the appeal or petition for rehearing of which shall not have expired, or in respect of which any Member shall at any time in good faith be prosecuting an appeal or proceeding for a review and in respect of which a stay of execution pending such appeal or proceeding for review shall be in existence;

(p) Liens on moneys deposited by patients or others with a Member as security for or as prepayment of the cost of patient care or any rights of residents of life care, elderly housing or similar facilities to endowment or similar funds deposited by or on behalf of such residents;

(q) Liens on Excluded Property;

(r) Liens on Property due to rights of third party payors for recoupment of excess reimbursement paid;

(s) any security interest in the Rebate Fund, any depreciation reserve, debt service or interest reserve, debt service fund or any similar fund established pursuant to the terms of any

Supplemental Master Indenture, Related Bond Indenture or Related Loan Document in favor of the Master Trustee, a Related Bond Trustee, a Related Issuer or the holder of the Indebtedness issued pursuant to such Supplemental Master Indenture, Related Bond Indenture or Related Loan Document or the holder of any related Commitment Indebtedness;

(t) any Lien on any Related Bond or any evidence of Indebtedness of any Member acquired by or on behalf of any Member which secures Commitment Indebtedness and only Commitment Indebtedness;

(u) such Liens, covenants, conditions and restrictions, if any, which do not secure Indebtedness and which are other than those of the type referred to above, as are set forth in Exhibit A to the Master Indenture, and which (i) in the case of Property owned by any Member of the Obligated Group on the date of execution of the Master Indenture do not and will not, so far as can reasonably be foreseen, materially adversely affect the value of the Property currently affected thereby or materially impair the same, and (ii) in the case of any other Property, do not materially impair or materially interfere with the operation or usefulness thereof for the purpose for which such Property was acquired or is held by a Member; and

(v) Liens on accounts receivable arising as a result of the sale of such accounts receivable with or without recourse on commercially reasonable terms, provided that the principal amount of Indebtedness secured by any such Lien does not exceed the face amount of such accounts receivable.

*"Person"* means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, public body, agency or political subdivision thereof or any other similar entity.

*"Plan"* means, with respect to each Obligated Group Member at any time, an "employee pension benefit plan" as defined in Section 3(2) of ERISA which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code (or would be subject to such requirements if it were not a non-electing "church plan" as defined in Section 3(33) of ERISA and Section 414(e) of the Code) and either (i) is maintained by a member of the Controlled Group for employees of a member of the Controlled Group of which such Obligated Group Member is a part, or (ii) is maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which a member of the Controlled Group of which such Obligated Group Member is a part is then making or accruing an obligation to make contributions or has within the preceding five plan years made (or been obligated to make) contributions.

*"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 in Illinois as may be designated by the Bond Trustee in writing to the Authority 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.

*"Primary Obligor"* means the Person who is primarily obligated on an obligation which is guaranteed by another Person.

*"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.

*"Property"* means any and all rights, titles and interests in and to any and all property, whether real or personal, tangible (including cash) or intangible, wherever situated and whether now owned or hereafter acquired, other than Excluded Property.

*"Property, Plant and Equipment"* means all Property of each Member which is classified as property, plant and equipment under generally accepted accounting principles.

*"Purchase Date"* has the meaning set forth in the Bond Indenture.

*"Purchaser"* means, initially, JPMorgan Chase Bank, N.A., a national banking association, and its permitted successors and assigns, and upon the receipt from time to time by the Master Trustee and the Corporation, on behalf of the Members, of a notice described in Section 9.18 from time to time, shall also include any Participant in the Bonds as participated by the Purchaser pursuant to Section 9.18 hereof.

*"Purchaser Master Note"* means the Corporation's Direct Note Obligation, Series 2012A-1 (JPMorgan Chase Bank, N.A.) issued to the Purchaser pursuant to the Master Indenture securing the Obligations owed to the Purchaser hereunder.

*"Qualified Rate Agreement"* shall mean an Interest Rate Agreement, expressly identified in an officer's certificate of a Member delivered to the Master Trustee as being entered into: (a) to hedge interest rates on an Indebtedness of a Member, (b) to manage investments of a Member as approved by the governing board of such Member or (c) expressly approved by the Board of Directors of a Member, based on the policy or charter of the appropriate committee for purposes of diversifying interest rate risk with regard to the Indebtedness of the Obligated Group.

*"Rating Agency"* and *"Rating Agencies"* means Moody's, Fitch and/or S&P, as the context may require.

*"Rating Documentation"* has the meaning set forth in Section 4.01(a)(v) hereof.

*"Related Bond Indenture"* means any indenture, bond resolution or similar instrument pursuant to which any series of Related Bonds is issued.

*"Related Bonds"* means revenue bonds or similar obligations issued by any state of the United States or any municipal corporation or other political subdivision formed under the laws thereof or any constituted authority, agency or instrumentality of any of the foregoing empowered to issue obligations on behalf thereof, the proceeds of which are loaned or otherwise

made available to any Member in consideration, whether in whole or in part, of the execution, authentication and delivery of an MTI Note or Notes to such governmental issuer.

*"Related Documents"* means this Agreement, the Master Indenture, the First Supplemental Master Indenture, the Bond Indenture, the Loan Agreement, the Bonds, the Bond Master Note, the Purchaser Master Note, the Bond Purchase Agreement, the Tax Exemption Agreement and any other documents related to any of the foregoing or executed in connection therewith, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

*"Related Issuer"* means each of the Illinois Finance Authority, the Wisconsin Health and Educational Facilities Authority, any other issuer of a series of Related Bonds and any successor to any thereof.

*"Related Loan Document"* means any document or documents (including without limitation any lease, sublease or installment sales contract) pursuant to which any proceeds of any Related Bonds are advanced to any Member (or any Property financed or re financed with such proceeds is leased, subleased or sold to a Member).

*"Remarketing Agent"* has the meaning assigned to such term in the Bond Indenture.

*"Revenues"* means, for any period, (i) in the case of any Person providing health care services, the sum of (a) gross patient service revenues less contractual allowances and provisions for uncollectible accounts, free care and discounted care, plus (b) other operating revenues, plus (c) non-operating revenues (other than Contributions, income derived from the sale of assets not in the ordinary course of business or any gain from the extinguishment of debt or other extraordinary item or earnings which constitute Capitalized Interest or earnings on amounts which are irrevocably deposited in escrow to pay the principal of or interest on Indebtedness), plus (d) Adjusted Contributions, all as determined in accordance with generally accepted accounting principles; and (ii) in the case of any other Person, gross revenues less sale discounts and sale returns and allowances, as determined in accordance with generally accepted accounting principles, but excluding in any event (a) any gains on the sale or other disposition of investments or fixed or capital assets not in the ordinary course and any gains on the extinguishment of debt or (b) earnings resulting from any reappraisal, revaluation or write-up of assets; provided, however, that if such calculation is being made with respect to the Obligated Group, such calculation shall be made in such a manner so as to exclude any revenues attributable to transactions between any Member and any other Member.

*"S&P"* means Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc., and its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities agency, any other nationally recognized securities rating agency designated by the Obligated Group Agent by noticed to the Master Trustee and the Purchaser.

*"Series 2012A Obligations"* means, collectively, the Bond Master Note and the Purchaser Master Note.

*"Series 2012B Bonds"* means the \$76,880,000 aggregate principal amount 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 Illinois Finance Authority Revenue Bonds, Series 2012C (Hospital Sisters Services, Inc. – Obligated Group).

*"Short-Term,"* when used in connection with Indebtedness, means having an original maturity less than or equal to one year and not renewable at the option of the debtor for a term greater than one year beyond the date of original issuance.

*"Social Security Act"* means the Social Security Act of 1965, as amended.

*"Supplemental Advance"* has the meaning set forth in the Bond Indenture.

*"Supplemental Master Indenture"* means an indenture amending or supplementing the Master Indenture entered into pursuant to Article VII of the Master Indenture.

*"System"* means Hospital Sisters Health System, an Illinois not for profit corporation.

*"Taxable Date"* means the date as of which interest on the Bonds is first includable in the gross income of the Bondholder (including, without limitation, any previous Bondholder) thereof as determined pursuant to either (i) an opinion of Bond Counsel, or (ii) a final decree or judgment of any federal court or a final action by the Internal Revenue Service that is delivered to any Member.

*"Taxable Rate"* means an interest rate per annum at all times equal to the product of the Index Rate then in effect multiplied by the Taxable Rate Factor.

*"Taxable Rate Factor"* means 

*"Unfunded Vested Liabilities"* means, with respect to any Plan, the amount (if any) by which the present value of all vested nonforfeitable accrued benefits under such Plan exceeds the fair market value of all Plan assets allocable to such benefits, all determined as of the then most recent valuation date for such Plan, but only to the extent that such excess represents a potential liability of a member of the Controlled Group to the PBGC or to such Plan (whether under Title IV of ERISA or otherwise).

*"United States"* and *"U.S."* mean the United States of America.

*"Unremarketed Bonds"* has the meaning set forth in the Bond Indenture.

*"Unrestricted Cash and Investments"* means (a) the sum of all unrestricted and unencumbered cash, cash equivalents and long term marketable or liquid investments, including without limitation, such amounts that are on deposit in a funded depreciation fund or account,

whether classified as current or noncurrent assets, held by a Person for any of its corporate purposes, but excluding trustee-held funds, reserves, deposits or set-asides including debt service funds, construction funds, debt service reserve funds, malpractice funds, litigation reserves, self-insurance and captive insurer funds, pension and retirement funds, the set aside or reserve for any liability other than operating expenses and any amount realized as the result of a sale of accounts receivable if such sale occurred during the then current Fiscal Year, less (b) the aggregate face amount of any Short-Term Indebtedness and less (c) any demand obligations for which the Obligated Group is obligated to provide payment of the purchase price on demand.

*"Unrestricted Contributions"* means Contributions which are not restricted in any way that would prevent their application to the payment of debt service on Indebtedness of the Person receiving such Contributions.

*"Welfare Plan"* means an "employee welfare plan," as such term is defined in Section 3(1) of ERISA, including any such plan that is exempt from ERISA as a "church plan."

*Section 1.02. Computation of Time Periods.* In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding."

*Section 1.03. Construction.* Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the part include the whole. The word "including" shall be deemed to mean "including but not limited to," and "or" has the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The Section headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Section, subsection and exhibit references are to this Agreement unless otherwise specified.

*Section 1.04. Incorporation of Certain Definitions by Reference.* Any capitalized term used herein and not otherwise defined herein shall have the meaning provided therefor in the Bond Indenture or the Master Indenture, as applicable.

*Section 1.05. Accounting Terms and Determinations.* All accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP applied on a consistent basis, except as otherwise stated herein. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth herein or in any Related Document, and either any Member or the Purchaser shall so request, the Purchaser and the Members shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Members shall provide to the Purchaser financial statements and other documents required under this Agreement or as reasonably requested hereunder setting

forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

*Section 1.06. Relation to Other Documents; Acknowledgment of Different Provisions of Related Documents; Incorporation by Reference.* (a) Nothing in this Agreement shall be deemed to amend, or relieve any Member of its obligations under any Related Document to which it is a party. Conversely, to the extent that the provisions of any Related Document allow any Member to take certain actions, or not to take certain actions, with regard for example to Permitted Encumbrances, incurrence of Indebtedness, transfers of assets, maintenance of financial ratios and similar matters, such Member nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) of this Section 1.06, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific Sections of any Related Document (including all such covenants and agreements specified in the exhibits, schedules and defined terms referred to in the Related Document) shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement notwithstanding payment of all amounts due under or secured by the Related Documents, the termination or defeasance thereof or any amendment thereto or any waiver given in connection therewith, so long as this Agreement is in effect and until all Obligations are paid in full. No amendment, modification, consent, waiver or termination with respect to any of such Sections shall be effective as to this Agreement until specifically agreed to in writing by the parties hereto with specific reference to this Agreement.

## **ARTICLE II**

### **PURCHASE, SALE AND DELIVERY OF BONDS**

*Section 2.01. Purchase and Sale of Bonds.* Upon the terms and conditions and based upon the representations, warranties and covenants of the Corporation and each other Member of the Obligated Group set forth herein and in the other Related Documents, the Purchaser agrees to purchase from the Authority, and the Corporation and each other Member of the Obligated Group agree to take all action necessary for the Authority to sell to the Purchaser, all, but not less than all, of the Bonds at an aggregate purchase price of \$120,415,000, upon the terms and conditions set forth in the Bond Purchase Agreement. The principal amount of the Bonds, the dated date thereof, the maturities, the sinking fund and redemption provisions, the tender provisions and the interest rates per annum are set forth in the Bond Indenture, in the Bonds and as referenced herein.



*Section 2.02. Delivery of Bonds.* During the Initial Index Period, unless the Corporation and the Purchaser otherwise agree, the Bonds shall at all times be registered in the name of the Purchaser as the registered owner of the Bonds.

*Section 2.03. Extension of Hold Period.* Subject to the terms and conditions of this Agreement, the Purchaser agrees to consider requests by the Obligated Group Agent to extend the Hold Period for successive one-year periods, or such other time periods as the Purchaser and the Obligated Group Agent may agree (in no event, however, to a date later than June 1, 2021) provided it is expressly understood and agreed that:

- (a) The Obligated Group Agent shall, not earlier than 150 days but not later than 90 days prior to the end of the Hold Period, request from the Purchaser an indicative interest rate and the proposed length to be applicable for the next succeeding Hold Period.
- (b) The Purchaser shall, within 60 days of receipt of the request provided pursuant to subsection (a) above, provide notice to the Obligated Group Agent of the proposed interest rate and the length to be applicable for the next succeeding Hold Period, or that the Purchaser will mandatorily tender the Bonds at the end of the current Hold Period.
- (c) On or before 30 days prior to the end of the Hold Period, the Obligated Group Agent will notify the Purchaser of its acceptance or rejection of such proposed interest rate and the length of the next succeeding Hold Period. Upon acceptance of the Purchaser's proposal, the Obligated Group Agent and the Purchaser shall take such actions as required under the Bond Indenture to confirm the succeeding Index Rate and the length of the succeeding Hold Period.
- (d) The Obligated Group agrees, jointly and severally, to reimburse the Purchaser for any out-of-pocket expenses, including reasonable attorneys' fees, incurred by the Purchaser in connection with an extension of the Hold Period or its preparation of appropriate documents evidencing any such extension, including in the event that the parties are unable to reach agreement on the terms of such extension.

### **ARTICLE III**

#### **THE MEMBERS' OBLIGATIONS**

*Section 3.01. Payment Obligations.* (a) Each Member hereby unconditionally, irrevocably, absolutely and jointly and severally agrees to make prompt and full payment of all payment obligations owed to the Purchaser hereunder, under the Bonds, and under the other Related Documents and to pay, on a joint and several basis, any other Obligations owing to the Purchaser whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in this Agreement, the Bonds and the other Related Documents and under such Obligations.

- (b) The Members shall pay within 30 days after demand:

(i) if an Event of Default shall have occurred, all reasonable costs and expenses of the Purchaser in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under this Agreement, the other Related Documents and such other documents which may be delivered in connection therewith;

(ii) a fee for each amendment to this Agreement or any Related Document which requires the consent by the Purchaser or waiver by the Purchaser under any Related Document, in each case, in an amount proposed by the Purchaser and accepted by the Corporation, on behalf of the Members;

(iii) the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to the Purchaser in connection with advising the Purchaser as to its rights and responsibilities under this Agreement and the other Related Documents upon the occurrence and during the continuance of a Default or an Event of Default or in connection with responding to requests from the Members for approvals, consents and waivers; and

(iv) any amounts advanced by or on behalf of the Purchaser to the extent required to cure any Default or Event of Default hereunder, together with interest at the Default Rate.

(c) The Purchaser shall be under no obligation to pay, and the Members shall pay, any expenses incident to the performance of the Obligated Group's obligations hereunder, including, but not limited to, (i) the cost of preparation and printing of the Bonds, if any, (ii) the fees and disbursements of Bond Counsel and counsel to the Obligated Group and to the Authority and (iii) the fees and disbursements of any accountants, attorneys and other experts, consultants or advisers retained by the Corporation or any other Member of the Obligated Group.

(d) In addition, if at any time any Governmental Authority shall require revenue or other documentary stamps or any other tax in connection with the execution or delivery of this Agreement or other Related Documents, then, if any Member lawfully may pay for such stamps, taxes or fees, the Members shall pay, when due and payable, for all such stamps, taxes and fees, including interest and penalties thereon, and the Members agree to save the Purchaser harmless from and against any and all liabilities with respect to or resulting from any delay of any Member in paying, or omission of any Member to pay, such stamps, taxes and fees hereunder.

*Section 3.02. Increased Payments.* (a) If the Purchaser shall determine that any Change of Law or governmental guideline or governmental interpretation or application thereof by any Governmental Authority charged with the interpretation or administration thereof or compliance with any request or directive of any Governmental Authority now existing or hereafter adopted:

(i) subjects the Purchaser to taxation (except for taxes on the overall net income or share capital of the Purchaser) with respect to this Agreement, the other Related Documents, the Bonds or payment by the Members of principal, interest and fees or other amounts due from the Members hereunder,

(ii) imposes, modifies or deems applicable any reserve, special deposit or similar requirement against credits or commitments to extend credit extended by, assets (funded or contingent) of, deposits with or for the account of, or other acquisitions of funds by the Purchaser with respect to this Agreement, the other Related Documents, the Bonds or payment by the Members of principal, interest and fees or other amounts due from the Members hereunder,

(iii) imposes, modifies or deems applicable any capital adequacy or similar requirement (1) against assets (funded or contingent) of, or credits or commitments to extend credit extended by, the Purchaser with respect to this Agreement, the other Related Documents, the Bonds or payment by the Members of principal, interest and fees or other amounts due from the Members hereunder, or (2) otherwise applicable to the obligations of the Purchaser under the Bonds or any of the Related Documents, or

(iv) imposes upon the Purchaser any other condition or expense with respect to this Agreement, the Bonds or any of the Related Documents, or with respect to any amount paid or to be payable to or by the Purchaser in connection with its purchase of, or ownership interest in, the Bonds,

and the result of any of the foregoing is to increase the cost to, reduce the amount of any payment (whether of principal, interest or otherwise) receivable by, or impose any expense (including loss of margin) upon the Purchaser with respect to this Agreement, the Bonds or any of the other Related Documents,

then the Purchaser shall from time to time notify, or cause to be notified, the Obligated Group Agent, of the amount determined in good faith (using any reasonable averaging and attribution methods) by the Purchaser (which determination shall be conclusive absent manifest error) to be necessary to compensate the Purchaser for such increase, reduction or imposition. Such amount shall be due and payable by the Members to the Purchaser on the thirtieth (30th) day after demand. A certificate by the Purchaser as to the amount due and payable under this Section 3.02 from time to time, and a detailed method of calculating such amount (which shall be conclusive absent manifest error), shall be provided to the Obligated Group Agent, on behalf of the Members, with the notice described above. In determining any such amount, the Purchaser may use any reasonable averaging and attribution methods. Any amounts payable pursuant to this Section 3.02(a) shall not constitute interest on the Series 2012 Bonds.

The protection of this Section 3.02(a) shall be available to the Purchaser regardless of any possible contention of invalidity or inapplicability of the law, regulation or condition which has been imposed; provided, however, that if it is shall be later determined by the Purchaser that any amount so paid by the Obligated Group pursuant to this Section 3.02(a) is in excess of the amount that shall have been lawfully required and paid under the provisions hereof, then the Purchaser shall refund such excess amounts to the Obligated Group within thirty (30) days after such determination.

(b) Upon the occurrence of an Event of Default, the Obligations shall bear interest at the Default Rate and shall be payable by the Members to the Purchaser upon demand therefor.

(c) (i) If the amount of interest payable for any period in accordance with the terms hereof or the Bonds exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Rate, then interest for such period shall be payable in an amount calculated at the Maximum Rate.

(ii) Any interest that would have been due and payable for any period but for the operation of the immediately preceding subclause (i) shall accrue and be payable as provided in this subclause (ii) and shall, less interest actually paid to the Purchaser for such period, constitute the "*Excess Interest Fee*." If there is any accrued and unpaid Excess Interest Fee as of any date, then the Excess Interest Fee shall be payable in equal quarterly installments in arrears on the First Business Day of each January, April, August and October for the period that the rate of interest on the Bonds exceeds the Maximum Rate. The Excess Interest Fee shall not constitute interest on the Bonds.

(iii) Notwithstanding the foregoing, on the date on which no principal amount hereunder remains unpaid, the Members shall pay to the Purchaser a fee equal to any accrued and unpaid Excess Interest Fee.

(d) *Payments Generally.* Except as may be otherwise provided herein, all fees hereunder and interest on amounts owed hereunder shall be computed on the basis of a year of 360 days, and the actual number of days elapsed. All payments by or on behalf of the Obligated Group to the Purchaser hereunder shall be fully earned when due and (absent manifest error) nonrefundable when paid and made in lawful currency of the United States of America and in immediately available funds. If any payment hereunder is due on a day that is not a Business Day, then such payment shall be due on the next succeeding Business Day, and, in the case of the computation of the interest or fees hereunder, such extension of time shall, in such case, be included in the computation of the payment due hereunder.

(e) *Taxes; Withholding.* Any and all payments to the Purchaser by or on behalf of the Corporation or any other Member of the Obligated Group hereunder shall be made free and clear of, and without deduction for, any and all taxes, levies, imposts, deductions, charges or withholdings imposed as a result of a change in law, rule, treaty, or regulation, or any policy, guideline, or directive of, or any change in the interpretation, implementation, or administration thereof by, any Governmental Authority, and all liabilities with respect thereto, excluding only taxes imposed on or measured by the net income or capital of the Purchaser by any jurisdiction or any political subdivision or taxing authority thereof or therein solely as a result of a connection between the Purchaser and such jurisdiction or political subdivision, other than a connection resulting solely from executing, delivering or performing its obligations or receiving a payment under, or enforcing, this Agreement (all such non excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "*Taxes*"). If the Corporation or any other Member of the Obligated Group is required by law to withhold or deduct any Taxes from payments required under this Agreement, the Members of the Obligated Group shall, to the maximum extent permitted by applicable law, increase the amount paid by them to the Purchaser so that, after all withholdings and deductions, the amount received by the Purchaser shall equal the amount the Purchaser would have received without any such withholding or deduction.

*Section 3.03. Obligations Absolute.* The payment obligations of the Members under this Agreement shall be a joint and several obligation of each Member of the Obligated Group and shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including without limitation the following:

- (a) any lack of validity or enforceability of this Agreement, the Bonds or any of the other Related Documents;
- (b) any amendment or waiver of or any consent to departure from all or any of the Related Documents;
- (c) the existence of any claim, set-off, defense or other right which any Member may have at any time against the Purchaser, any other Bondholder or any other person or entity, whether in connection with this Agreement, the other Related Documents, the transactions contemplated herein or therein or any unrelated transaction; or
- (d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

Notwithstanding this Section, the Purchaser acknowledges the Members may have the right to bring a collateral action with respect to one or more of the foregoing circumstances. The Members' payment obligations shall remain in full force and effect pending the final disposition of any such action. All fees payable pursuant to this Agreement shall be deemed to be fully earned when due and non-refundable when paid.

*Section 3.04. Funding Indemnity.* In the event that any Bondholder shall incur any loss, cost, or expense (including, without limitation, any loss, cost, or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Purchaser to purchase or hold the Bonds or the relending or reinvesting of such deposits or other funds or amounts paid or prepaid to the Purchaser) as a result of any redemption of the Bonds on a date other than the last day of an Initial Index Period for any reason, whether before or after default, and whether or not such payment is required by any provision of this Agreement or the Bond Indenture, then upon the demand of the Purchaser, the Members shall pay to the Purchaser a redemption premium in such amount as will reimburse the Purchaser for such loss, cost, or expense. Any amounts payable pursuant to this Section 3.04 shall not constitute interest on the Bonds.

*Section 3.05. Obligations.* All amounts due and owing hereunder shall be evidenced by the Purchaser Master Note and all amounts due and owing with respect to the Bonds shall be evidenced by the Bond Master Note (each of which shall be a joint and several obligation of each Member of the Obligated Group) issued to the Purchaser and the Bond Trustee, respectively, pursuant to the Master Indenture and the First Supplemental Master Indenture. The Purchaser Master Note and Bond Master Note shall be dated as of the Closing Date, shall be delivered concurrently herewith, and shall be expressed to mature on the date on which the Obligated Group shall have paid (i) all Obligations hereunder due and owing the Purchaser as provided in

this Agreement with respect to the Purchaser Master Note and (ii) all principal and interest due and owing with respect to the Loan Agreement and the Bonds with respect to the Bond Master Note.

*Section 3.06. Joint and Several Obligations.* Each Member hereby acknowledges and agrees that the Purchaser Master Note (which evidences and secures the Obligations owed to the Purchaser hereunder) is a joint and several obligation of the each Member of the Obligated Group and the obligations thereunder are absolute and unconditional (subject to the right of a Member of the Obligated Group to withdraw from the Obligated Group pursuant to the terms of the Master Indenture and the terms hereof) and shall not in any manner be affected or impaired by any acts or omissions whatsoever by the Purchaser. In furtherance thereof, each Member of the Obligated Group agrees that wherever in the Purchaser Master Note (which evidences and secures the Obligations owed to the Purchaser hereunder) and in this Agreement it is provided that the Members of the Obligated Group are liable for a payment, such obligation is the joint and several obligation of each Member of the Obligated Group.

*Section 3.07. Optional Redemption or Conversion.* The Members shall provide written notice to the Purchaser at least fifteen (15) Business Days prior to any optional redemption or conversion of the interest rate applicable to the Bonds.

*Section 3.08. Term Out.* On the Initial Purchase Date, unless the Bonds have been converted to another Mode, continued in the Index Mode for another Index Rate Period, redeemed or defeased prior to the Initial Purchase Date, the Bonds bearing interest at the Initial Index Rate are subject to mandatory purchase on such Initial Purchase Date pursuant to Section 507 of the Bond Indenture. If any of the Bonds are Unremarketed Bonds on such Initial Purchase Date, then so long as no Default or Event of Default shall have occurred and be continuing and so long as the representations and warranties of each Member in this Agreement are true and correct on such Initial Purchase Date, provided, that the representations and warranties relating to financial statements of the Obligated Group set forth in Section 5.10 hereof shall refer to the financial statements most recently provided to the Purchaser pursuant to Section 6.01 hereof, such Unremarketed Bonds shall be subject to (i) bond sinking fund redemption pursuant to Section 502 of the Bond Indenture and (ii) mandatory purchase pursuant to Sections 507 and 510(B) of the Bond Indenture at a price of par plus accrued interest by the date which is eighteen (18) months after the Initial Purchase Date (the "*Term Loan Period*"). During the Term Loan Period, the Bonds shall bear interest at the Base Rate plus 3.00% per annum, which shall be payable in arrears on the first Business Day of each month.

*Section 3.09. Unused Fee.* The Members shall pay to the Purchaser an unused fee computed for the actual number of days elapsed on the basis of a year consisting of 360 days equal to [REDACTED] % per annum based on the difference between the Maximum Principal Amount of the Series 2012A Bonds and the aggregate amount of the Initial Advance and any subsequent Supplemental Advances outstanding as of each quarterly payment date set forth in the immediately succeeding sentence. The unused fee shall be payable in quarterly installments in arrears on the first Business Day of each January, April, July and October, commencing January 1, 2013. Any unused fee payable pursuant to this Section 3.09 shall not constitute interest on the Bonds.

*Section 3.10. Determination of Taxability.* (i) In the event a Determination of Taxability occurs, to the extent not payable to each Bondholder (or to the Purchaser for the period that it was the Bondholder of any of the Bonds) under the terms of the Indenture and the Bonds, the Members hereby agrees to pay to each Bondholder (or, if applicable, the Purchaser) on demand therefor (1) an amount equal to the difference between (A) the amount of interest that would have been paid to such Bondholder (or, if applicable, the Purchaser) on the Bonds during the period for which interest on the Bonds is included in the gross income of such Bondholder (or, if applicable, the Purchaser) if the Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date (the "*Taxable Period*"), and (B) the amount of interest actually paid to the Bondholder (or, if applicable, the Purchaser) during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by such Bondholder (or, if applicable, the Purchaser) as a result of interest on the Bonds becoming included in the gross income of such Bondholder (or, if applicable, the Purchaser), together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by such Bondholder (or, if applicable, the Purchaser) in connection therewith.

(ii) Subject to the provisions of clauses (iii) and (iv) below, such Bondholder (or, if applicable, the Purchaser) shall afford the Members the opportunity, at the Members' sole cost and expense, to contest (1) the validity of any amendment to the Code which causes the interest on the Bonds to be included in the gross income of such Bondholder (or, if applicable, the Purchaser) or (2) any challenge to the validity of the tax exemption with respect to the interest on the Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals).

(iii) As a condition precedent to the exercise by the Members of their right to contest set forth in clause (ii) above, the Members shall, on demand, immediately reimburse such Bondholder for any and all expenses (including attorneys' fees for services that may be required or desirable, as determined by such Bondholder (or, if applicable, the Purchaser) in its sole discretion) that may be incurred by the Purchaser in connection with any such contest, and shall, on demand, immediately reimburse the Purchaser for any and all penalties or other charges payable by such Bondholder (or, if applicable, the Purchaser) for failure to include such interest in its gross income; and

(iv) The obligations of the Members under this Section 3.10 shall survive the termination of this Agreement, the termination of any of the other Related Documents, and the redemption or other payment in full of the Bonds.

*Section 3.11. Authorization for Direct Payments (ACH Debits).* To effectuate any payment due under this Agreement, the Corporation, on behalf of the Members, hereby authorizes the Purchaser to initiate debit entries in the amount of payments due to a deposit account specified by the Corporation and maintained with the Purchaser ("Corporation Account") and to debit the same from the Corporation Account on the date that is five (5) Business Days following notice by the Purchaser to the Corporation of the amounts due hereunder. The Corporation agrees to identify such account and complete any necessary authorizations for such debits. If there are insufficient funds in the Corporation Account to satisfy any amounts owing to the Purchaser, the Purchaser may debit any other deposit accounts

of the Members maintained with the Purchaser. This authorization shall remain in full force and effect until the Purchaser has received written notification of its termination in such time and in such manner as to afford the Purchaser a reasonable opportunity to act on it. The Corporation acknowledges (1) that such debit entries may cause an overdraft of any such account which may result in the Purchaser's refusal to honor items drawn on any such account until adequate deposits are made to any such account; and (2) that the Purchaser is under no duty or obligation to initiate any debit entry for any purpose.

## **ARTICLE IV**

### **CONDITIONS PRECEDENT TO PURCHASE OF BONDS**

*Section 4.01. Documentary Requirements.* The obligation of the Purchaser to purchase the Bonds is subject to the conditions precedent set forth in this Article IV, including the condition that the Purchaser shall have received, on or before the Closing Date, the items listed below in this Section 4.01, each dated and in form and substance as is satisfactory to the Purchaser. However, should the Purchaser purchase the Bonds prior to its receipt and approval of any of the following items, such purchase shall not be deemed to be a waiver of any documentary requirement unless the Purchaser shall have waived such requirement in writing.

(a) The following organizational and other documents relating to each Member of the Obligated Group:

(i) copies of the resolutions of the Governing Body of each Member approving the execution and delivery of the Related Documents to which such Member is a party and the other matters contemplated hereby and thereby, certified by an officer of such Member as being true and complete and in full force and effect on the Closing Date;

(ii) (a) the articles of incorporation (or other similar organizational documents) of each Member of the Obligated Group, certified to be in full force and effect as of a date not more than 30 days preceding the Closing Date by the Secretary of State of such Member's state of organization, (b) copies of the bylaws of each Member of the Obligated Group and (c) a certificate of existence of each Member of the Obligated Group evidencing that such Member is in good standing and qualified to engage in business in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification;

(iii) certificates of an officer of each Member certifying the applicable names and signatures of the persons authorized to sign, on behalf of such Member of the Obligated Group the Related Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder;

(iv) copies of the Audited Financial Statements and such other financial information, budgets and projections the Purchaser may reasonably request;



(v) letter(s) from the Internal Revenue Service to the effect that each Member of the Obligated Group is an organization described in Section 501(c)(3) of the Code, and is exempt from federal income taxation under Section 501(a) of the Code;

(vi) copies of all Interest Rate Agreements to which any Member is a party on the Closing Date;

(vii) copies of the Investment Policies; and

(viii) written evidence that the senior unenhanced long-term indebtedness of the Obligated Group secured on a parity with the MTI Obligations is rated "AA-" or better by S&P and "AA-" or better by Fitch (referred to herein as the "*Rating Documentation*").

(b) (i) Executed counterparts or certified copies of each Related Document, sufficient in number for distribution to the Purchaser and the Members, (ii) a copy of the Bond Master Note and the original Purchaser Master Note executed and delivered in accordance with the Master Indenture and the First Supplemental Master Indenture, and (iii) the original Bond registered in the name of the Purchaser;

(c) The following opinions, addressed to the Purchaser or on which the Purchaser is otherwise expressly authorized to rely, dated the Closing Date and in form and substance satisfactory to the Purchaser and its counsel:

(i) from counsel to each Member (including, without limitation, an opinion as to the execution and delivery the Purchaser Master Note, the Bond Master Note, Master Indenture, the First Supplemental Master Indenture, and all other Related Documents, each in form and substance acceptable to the Purchaser);

(ii) from Bond Counsel (including, without limitation, an opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes); and

(iii) from counsel to the Authority.

(d) True and correct copies of all approvals of any Governmental Authority, if any, necessary for the Members to enter into this Agreement, the Related Documents to which it is a party and the transactions contemplated thereby.

(e) A certificate signed by an officer of each Member, dated the Closing Date stating that:

(i) the representations and warranties contained in Article V of this Agreement are true and correct on and as of the Closing Date as though made on such date, unless such representation and warranty only relates to an earlier date;

(ii) no Event of Default or Default has occurred and is continuing, or would result from the execution and delivery of this Agreement or any Related Document to which any Member is a party;

(iii) except as set forth in the Official Statement, there has been no event or circumstance since the date of the audited financial statements of the System and Subsidiaries as of and for the Fiscal Year ended June 30, 2011, that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect;

(iv) such Member currently maintains all material and necessary approvals, orders, authorizations, consents, licenses, certificates and permits from all applicable governmental authorities to (i) own its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Related Documents to which it is a party; and

(v) the senior unenhanced long-term ratings of the indebtedness of the Obligated Group issued pursuant to the Master Indenture has not been withdrawn, reduced or suspended since the date of the Rating Documentation.

(f) The Purchaser shall have received evidence of insurance as required by the terms of the Master Indenture and the terms hereof in form and substance satisfactory to it.

*Section 4.02. Credit Requirements.* Prior to the Closing Date, the Purchaser shall have determined, in its sole discretion, based in part upon the information and reports submitted by the Members, that the Members meet the Purchaser's credit requirements. The Purchaser is not aware of any information affecting the Members which is inconsistent in any material manner with what has been previously disclosed to the Purchaser and such information is true and correct in all material respects. The Purchaser shall have determined (in its sole discretion) that (A) neither the purchase of the Bonds nor the consummation of any of the transactions contemplated by this Agreement or any of the other Related Document, will violate any law, rule, guideline or regulation applicable to any Member, the Purchaser or this Agreement, (B) no Event of Default or Default has occurred and is continuing, or would result from the execution and delivery of this Agreement or any Related Document to which any Member is a party, (C) no Material Adverse Change shall have occurred including without limitation with respect to the Obligated Group's financial condition and operations as reflected in the Audited Financial Statements and (D) the representations and warranties of the Members contained in Article V of this Agreement are true and correct on and as of the Closing Date as though made on such date.

*Section 4.03. Other Matters.* All other legal matters pertaining to the execution and delivery of this Agreement and the Related Documents shall be satisfactory to the Purchaser and its counsel, and the Purchaser shall have received such other statements, certificates, agreements, documents and information with respect to the Members and the other parties to the Related Documents and matters contemplated by this Agreement as the Purchaser may reasonably request.

*Section 4.04. Payment of Fees and Expenses.* On or prior to the Closing Date, the Purchaser shall have received reimbursement of the Purchaser's fees and expenses (including, without limitation, the fees and expenses of counsel to the Purchaser), and any other fees incurred in connection with the transaction contemplated by the Related Documents.

*Section 4.05. No Bond Rating; No CUSIP.* The Bonds shall not be rated separately by any bond rating agency. The Bonds shall not be assigned a CUSIP number.

*Section 4.06. Closing Transcript.* Promptly following the Closing Date, the Obligated Group shall provide, at its expense, at least two of each of the following: (1) hardcopy executed originals (or certified or specimen copies) of all documents listed in the closing memorandum, including without limitation each Related Document (such documents, the "*Closing Transcript*") and (2) the Closing Transcript on CD ROM.

*Section 4.07. Conditions to Supplemental Advances.* Notwithstanding any other provision of this Agreement or any other Related Document, the Purchaser shall not be required to approve or fund a Supplemental Advance with respect to the Bonds, unless the Purchaser has received (i) the documents and opinions required to be provided to the Purchaser pursuant to Section 217(B) of the Bond Indenture and (ii) a certificate of the Obligated Group Agent stating:

- (a) No Default or Event of Default hereunder shall have occurred and be continuing;
- (b) No event which could reasonably be expected to have a Material Adverse Effect upon the Obligated Group, taken as a whole, shall have occurred;
- (c) No litigation or governmental proceeding shall have been instituted against any Member which could reasonably be expected to have a Material Adverse Effect upon the Obligated Group, taken as a whole;
- (d) The representations and warranties of each Member contained herein and in any Related Document are true and correct as of the date of the Supplemental Advance as though made on such date, except to the extent such representation or warranty expressly relates to an earlier date.
- (e) To the knowledge of the general counsel, chief executive officer or chief financial officer of the System, there is no amendment or proposed amendment to the Constitutions of the State of Illinois or Wisconsin, or any state law or any administrative interpretation of any such Constitutions or law, or any legislation that has passed both houses of the legislatures of the State of Illinois or Wisconsin or any judicial decision interpreting any of the foregoing that could reasonably be expected to result in a Material Adverse Effect.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES

Each Member of the Obligated Group hereby represents and warrants to the Purchaser as of the Closing Date and as of the effective date of any extension of any Purchase Date (which representations and warranties shall survive the execution and delivery of this Agreement) as follows:

*Section 5.01. Organization and Qualification.* Each Member is duly organized, validly existing and in good standing as a not for profit corporation under the laws of the State of Illinois or a non-stock, non-profit corporation under the laws of the State of Wisconsin, has full and adequate corporate power to own its Property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the Property owned or leased by it requires such licensing or qualifying. Each Member of the Obligated Group is an organization described in Section 501(c)(3) of the Code, is exempt from Federal income tax under Section 501(a) of the Code except for tax imposed on unrelated business income pursuant to Section 511 of the Code and is an organization described in Section 170(b)(1)(A) of the Code and is not a "private foundation" as defined by Section 509(a) of the Code. No part of the earnings of any Member of the Obligated Group inures to the benefit of any private shareholder or individual within the meaning of Section 501(c)(3) of the Code. Each Member has full right and authority to enter into the Related Documents to which it is a party, and to perform each and all of the matters and things therein provided for. All action necessary for the creation, issuance and delivery of the Purchaser Master Note has been duly taken.

*Section 5.02. Enforceability.* Assuming due authorization, execution and delivery by each of the other parties thereto, each of this Agreement and the other Related Documents to which such Member is a party constitutes the legal, valid and binding obligation of such Member enforceable in accordance with each such document's respective terms, subject, as to enforceability, to applicable bankruptcy, moratorium, insolvency or similar laws affecting the rights of creditors generally and to certain principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Each of the Related Documents is or will be, on the Closing Date, in full force and effect.

*Section 5.03. No Conflict.* The execution, delivery and performance of this Agreement and the other Related Documents to which any Member is or will be a party (a) do not violate any provision of any law or regulation or of any order or decree of any Governmental Authority, (b) do not and will not violate any provision of the articles of incorporation or by-laws of any of the Members or of any mortgage, indenture, contract or other undertaking by which any of the Members or any of their assets is bound, which violation would have a Material Adverse Effect, and (c) except as provided in the Bond Indenture, this Agreement or the other Related Documents, do not and will not result in the creation or imposition of any security interest, lien, charge or encumbrance on any of its assets pursuant to the provisions of any of the foregoing.

*Section 5.04. Consents.* All consents, licenses, approvals, validations and authorizations of, and registrations, validations or declarations by or with, any Governmental Authority required to be obtained in connection with the execution, delivery, performance, validity or enforceability of this Agreement and the other Related Documents (including the Bonds) have been obtained and are in full force and effect.

*Section 5.05. Litigation.* There is no litigation for which service of process has been received or governmental proceeding pending, nor to the knowledge of any Member threatened, against any Member of the Obligated Group or any of its respective Property which (i) if adversely determined could reasonably be expected to have a Material Adverse Effect, (ii) in any manner draws into question the validity or enforceability of any Related Document or any security interest created thereby, or (iii) in any way contests the existence, organization or powers of any Member or the titles of its officers to their respective offices.

*Section 5.06. Default.* No Event of Default or Default has occurred and is continuing.

*Section 5.07. Investment Company.* No Member of the Obligated Group is an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Act of 1940, as amended.

*Section 5.08. Reserved.*

*Section 5.09. Incorporation of Representations and Warranties.* The Members hereby make to the Purchaser the same representations and warranties as are made by each such Member in each Related Document to which each such Member is a party, which representations and warranties, together with the related definitions of terms contained therein or in such definitions, are hereby incorporated herein by reference with the same effect as if each and every such representation and warranty and definition were set forth herein in its entirety. No amendment to such representation, warranty or definitions made pursuant to the other Related Documents shall be effective to amend such representation, warranty or definitions as incorporated herein by reference.

*Section 5.10. Financial Reports.* The audited consolidated balance sheets of the System and Subsidiaries as of June 30, 2011 and 2010, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and accompanying supplementary information and notes thereto, which financial statements are accompanied by the audit report of KPMG LLP, independent public accountants, heretofore furnished to the Purchaser, are complete and correct and fairly present the financial position and results of operations of the Obligated Group at such dates and for the years then ended in conformity with GAAP. As of the date hereof, except as otherwise disclosed in the Official Statement, the Obligated Group has no contingent liabilities which are material to it other than as indicated on such financial statements. Since the date of such audited financial statements, there have been no material adverse changes in the condition (financial or otherwise) of the Obligated Group, taken as a whole, except as disclosed in the Official Statement.

*Section 5.11. Accurate Information.* All financial information, reports and other papers and data with respect to the Obligated Group furnished to the Purchaser were, at the time the same were so furnished, accurate in all material respects. Any financial information furnished to the Purchaser was prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial information and represented, and as of the date of this representation, represent, each of the Member of the Obligated Group's best estimate of their respective future financial performance. Taken as a whole, the documents furnished and statements made by the Members of the Obligated Group (including, without limitation, the Official Statement) in connection with the negotiation, preparation or execution of this Agreement and the Related Documents do not contain untrue statements of material facts or omit to state material facts necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

*Section 5.12. Survival of Representations and Warranties.* All statements contained in any certificate or other instrument delivered by or on behalf of any of the Members pursuant to or in connection with this Agreement (including, but not limited to, any such statements made in or in connection with any amendment hereto) and any other Related Document shall constitute representations and warranties made under this Agreement.

*Section 5.13. No Maximum Rate.* The interest rate payable on the MTI Obligations is not subject to any limitation under the laws or constitution of the State of Illinois or Wisconsin which would cause the amounts payable to the Purchaser pursuant to this Agreement to be in violation of any such limitation.

*Section 5.14. ERISA.* Each Plan is in compliance in all material respects with ERISA to the extent applicable and all other applicable laws and regulations, and has received no notice to the contrary from the PBGC or any other Governmental Authority. No Plan has any Unfunded Vested Liabilities. No condition exists or event or transaction has occurred with respect to any Plan which could reasonably be expected to result in the incurrence by any Member of the Obligated Group of any material liability, fine or penalty. Except as indicated in the financial statements described in Section 5.10 above, no Member of the Obligated Group has any contingent liability with respect to any post-retirement benefits under a Welfare Plan, other than liability for continuation of coverage described in Section 4980B of the Code and Part 6 of Subtitle B of Title I of ERISA.

*Section 5.15. Environmental.* No Member has received any notice to the effect that any Member's operations are not in compliance with any of the requirements of applicable federal, state and local environmental, health and safety statutes and regulations or the subject of any federal or state investigation evaluation of whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could reasonably be expected to have a Material Adverse Effect.

*Section 5.16. Insurance.* Each Member currently maintains insurance coverage with insurance companies believed to be responsible by such Member (as determined in its reasonable

discretion), or a system of self insurance that complies with Section 6.08 hereof and the Master Indenture.

*Section 5.17. Margin Stock.* No Member is engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any loan hereunder will be used to purchase or carry any such margin stock or extend credit to others for the purpose of purchasing or carrying any such margin stock.

*Section 5.18. Taxes.* Each Member has filed or caused to be filed all tax or information returns required by law to be filed and has paid or caused to be paid all taxes, assessments and other governmental charges levied upon or in respect of any of its properties, assets or franchises, other than taxes not yet due or taxes the validity or amount of which are being contested in good faith by the applicable Member by appropriate proceedings and for which adequate reserves have been set aside on its books in accordance with GAAP. The charges, accruals and reserves on the books of each Member in respect of taxes for all fiscal periods are adequate, and there is no unpaid assessment for additional taxes for any fiscal period or any basis therefor.

*Section 5.19. Licenses.* Each Member has all material and necessary licenses and permits to occupy and operate its existing facilities.

*Section 5.20. Other Agreements.* No Member is in default under the terms of any covenant, indenture or agreement of or affecting any Member or any of their respective Property, which default would have a Material Adverse Effect.

*Section 5.21. Casualty.* Neither the business nor the Property of any Member is currently affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance), which would have a Material Adverse Effect.

*Section 5.22. Health Planning Approvals.* The Corporation and each other Member of the Obligated Group has obtained all necessary certificates of need or other health planning approvals, if any, required in connection with projects to be financed or refinanced with the proceeds of the Bonds. All approvals from any other governmental agency, all consents, authorizations, certifications and other orders of any governmental authority, board, agency or commission having jurisdiction, and all filings with such entities, which would constitute a condition precedent to or would have a Material Adversely Effect upon the performance by the Corporation and such other Member of the Obligated Group of their respective obligations hereunder or under the Related Documents, have been or will be duly obtained as and when required.

*Section 5.23. Healthcare Regulatory Matters.* Each Member is in compliance in all material respects with all federal, state and local laws, regulations, quality and safety standards, accreditation standards and requirements of the applicable state Department of Health (the "DOH") and other federal, state or local governmental authorities including, without limitation,

Medicare and Medicaid laws and regulations and those relating to the quality and adequacy of medical care, distribution of pharmaceuticals, rate setting, equipment, personnel, operating policies, additions to facilities and services and fee splitting. Without limiting the generality of any other representation or warranty made herein, each Member and each of the facilities operated by any Member and, to any such Member's knowledge, each Member's licensed employees and contractors (other than contracted agencies) in the exercise of their respective duties on behalf of any Member or any such facilities, is in compliance in all material respects with all applicable statutes, laws, ordinances, rules and regulations of any federal, state or local governmental authority with respect to regulatory matters primarily relating to patient healthcare (including without limitation Section 1128B(b) of the Social Security Act, as amended, 42 U.S.C. Section 1320a-7(b) (Criminal Penalties Involving Medicare or State Health Care Programs), commonly referred to as the "Federal Anti-Kickback Statute," and the Social Security Act, as amended, Section 1877, 42 U.S.C. Section 1395 (Prohibition Against Certain Referrals), commonly referred to as the "Stark Statute" (collectively, "*Healthcare Laws*"). Each Member of the Obligated Group has maintained in all material respects all records required to be maintained by The Joint Commission, the Food and Drug Administration, Drug Enforcement Agency and State Boards of Pharmacy and the federal and state Medicare and Medicaid programs as required by the Healthcare Laws and, to the knowledge of any Member of the Obligated Group, there are no presently existing circumstances which would result or likely would result in material violations of the Healthcare Laws. Each Member of the Obligated Group has such permits, licenses, franchises, certificates and other approvals or authorizations of governmental or regulatory authorities as are material and necessary under applicable law to own their respective properties and to conduct their respective business (including without limitation such permits as are required under such federal, state and other health care laws, and under such HMO or similar licensure laws and such insurance laws and regulations, as are applicable thereto), and with respect to those facilities and other businesses that participate in Medicare and/or Medicaid, to receive reimbursement under Medicare and Medicaid. To the knowledge of any Member, there currently exist no material restrictions, deficiencies, required plans of correction actions or other such remedial measures with respect to federal and state Medicare and Medicaid certifications or licensure surveys. Each facility operated by any Member is in compliance in all material respects with all requirements for participation in Medicare and Medicaid, including, without limitation, the Medicare and Medicaid Patient Protection Act of 1987; each facility is in conformance in all material respects in with all insurance, reimbursement and cost reporting requirements, and has a current provider agreement which is in full force and effect under Medicare and Medicaid, to the extent that the failure to comply would not result in a Material Adverse Effect.

*Section 5.24. Anti-Terrorism Laws.* Neither the Corporation nor any other Member of the Obligated Group is in violation of any Anti-Terrorism Law, including Executive Order No. 13224 and the Patriot Act. Neither the Corporation nor any other Member of the Obligated Group is any of the following:

- (i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;



(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which the Purchaser is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(v) a Person that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("OFAC") or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list.

To its knowledge, neither the Corporation nor any other Member of the Obligated Group (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described above, (ii) deals in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

*Section 5.25. Purchaser Master Note and Bond Master Note.* The Purchaser Master Note and the Bond Master Note are "Obligations" as defined in the Master Indenture, all conditions precedent to this Agreement and the issuance of the Purchaser Master Note and the Bond Master Note under the Master Indenture have been satisfied, and on the Closing Date, the Purchaser Master Note and the Bond Master Note shall be secured pursuant to and as provided in the Master Indenture, on a parity basis with the holders of any other MTI Obligations issued and outstanding under the Master Indenture.

*Section 5.26. Interest Rate Agreement.* No Member is a party to any Interest Rate Agreement that provides for any termination payment or settlement amount payable in connection therewith that is senior to or on parity with, in terms of priority of the payment, the MTI Obligations.

*Section 5.27. Ownership of Property; Liens.* Each Member has fee simple to, or valid leasehold interests in, the real property upon which its acute care hospital campuses are located, subject only to Permitted Encumbrances.

*Section 5.28. Intellectual Property; Licenses, Etc.* Each Member owns, or possesses the right to use, all of the trademarks, service marks, trade names, copyrights, patents, patent rights, franchises, licenses, and other intellectual property rights that are reasonably necessary for the operation of its business. No slogan or other advertising device, product, process, method, substance, part, or other material now employed, or now contemplated to be employed, by any Member infringes upon any rights held by any other Person which, either individually or in the

aggregate, could reasonably be expected to result in a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the knowledge of any Member, overtly threatened (in writing), which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

*Section 5.29. Tax-Exempt Status of Bonds.* No Member has taken any action or omitted to take any action, and knows of no action taken or omitted to be taken by any other person or entity, which action, if taken or omitted, would cause interest on the Bonds to be includable in gross income for purposes of federal income taxation.

## ARTICLE VI

### COVENANTS

Each Member of the Obligated Group covenants to do the following so long as any Obligations remain outstanding under this Agreement, unless the Purchaser shall otherwise consent in writing:

*Section 6.01. Reporting Requirements.* Each Member will maintain a standard system of accounting in accordance with GAAP and will furnish to the Purchaser such information respecting the business and financial condition of each Member as the Purchaser may reasonably request; and without any request, will furnish to the Purchaser:

(a) as soon as available, and in any event within 45 days after each of the first three quarters of each Fiscal Year of the System, the unaudited combined and combining financial statements of the System and its Subsidiaries including the balance sheet as of the end of such quarter and a statement of operations and changes in net assets, all in reasonable detail and certified, subject to year-end adjustment, by the chief financial officer of the Obligated Group Agent, and as soon as available, and in any event with 45 days after the fourth quarter of each Fiscal Year of the System, a draft of the unaudited combined and combining financial statements of the System and its Subsidiaries including the balance sheet as of the end of such quarter and a statement of operations and changes in net assets;

(b) as soon as available, and in any event within 150 days after the close of each Fiscal Year of the System, the audited consolidated financial statements and supplemental information of the System and its Subsidiaries, including the consolidated balance sheet as of the end of such Fiscal Year and the related statements of operations, changes in net assets, and cash flows for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the preceding Fiscal Year all in reasonable detail, certified and prepared by an independent certified public accountant in accordance with GAAP;

(c) concurrently with the delivery of the financial statements furnished to the Purchaser pursuant to clauses (a) and (b) above, utilization statistics of the Obligated Group substantially in the form set forth in Appendix A to the Official Statement under

the caption "THE HOSPITAL FACILITIES – Utilization Statistics"; and (ii) simultaneously with the delivery of the financial statements referred to in (b) above, information concerning the sources of revenue of the Obligated Group substantially in the form set forth in Appendix A to the Official Statement under the caption "SELECTED OPERATIONAL, STATISTICAL AND FINANCIAL INFORMATION – Significant Third Party Reimbursement Programs;"

(d) promptly after receipt thereof, any final, written report or other detailed information contained in writing concerning significant aspects of any Member of the Obligated Group's operations and financial affairs given to it by its independent public accountants (and permitted to be disclosed without the prior written consent of such independent public accountants) which information could reasonably be expected to have a Material Adverse Effect;

(e) (i) within five (5) days after knowledge thereof shall have come to the attention of any officer of any Member, written notice of any threatened or pending litigation or governmental proceeding against any Member or the Obligated Group which such officer has sufficient information to conclude that such litigation or proceeding, if adversely determined, could reasonably be expected to have a Material Adverse Effect, or (ii) promptly after knowledge thereof shall have come to the attention of any officer of any Member, written notice of the occurrence of any Default or Event of Default hereunder;

(f) promptly after knowledge thereof shall have come to the attention of any responsible officer of any Member, written notice of (i) the occurrence of any reportable event (as defined in ERISA) with respect to a Plan, (ii) receipt of any notice from the PBGC of its intention to seek termination of any Plan or appointment of a trustee therefor, (iii) its intention to terminate or withdraw from any Plan, and (iv) the occurrence of any event with respect to any Plan which would result in the incurrence by any Member of the Obligated Group of any material liability, fine or penalty, or any material increase in the contingent liability of any Member of the Obligated Group with respect to any post-retirement Welfare Plan benefit;

(g) promptly after the adoption thereof, copies of (i) any amendments of or supplements to the articles of incorporation or bylaws of each Member which reflect material changes to such articles of incorporation or bylaws, (ii) any amendments to the Related Documents and (iii) any amendments to any of the Investment Policies which reflect material changes to such policies;

(h) copies of all notices, certificates, opinions and other reports or documents required to be filed by the Members or caused to be filed by the Members pursuant to the Master Indenture. The Members shall provide the Purchaser written notice of any change in the Master Trustee upon becoming aware of the same;

(i) to the extent not posted with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, copies of all filings required to be made by any Member pursuant to any continuing disclosure obligation of such Member;

(j) A copy of any notice, certification, demand or other writing of material communication given by the Authority to the Obligated Group or any Member relating to any action taken by the Authority in connection with the Bonds, in each case promptly after the receipt of the same;

(k) Prompt written notice of (1) any change in the location of the state of incorporation of any Member of the Obligated Group, (2) any change in the name of any Member of the Obligated Group, (3) any intention of any Member of the Obligated Group to alter the nature of its business in any material respect, and (4) any additions or withdrawals of Members to or from, as the case may be, the Obligated Group;

(l) (1) Prompt notice of the failure by the Remarketing Agent or the Bond Trustee to perform any of its obligations under the Remarketing Agreement or the Bond Indenture, (2) promptly upon receipt thereof, copies of any notification delivered to or received by it with respect to a downgrade, withdrawal or suspension of the rating assigned by any Rating Agency then rating the senior long-term, unenhanced indebtedness of the Obligated Group, (3) forthwith, copies of any material correspondence or other material communications, delivered to or received by it or by or on behalf of any Member, from the Internal Revenue Service with respect to the Bonds or any other senior long-term indebtedness of any Member, and (4) forthwith, copies of each notice required to be given to the Authority pursuant to the Bond Indenture; and

(m) such other information respecting the business, properties or the condition or operations, financial or otherwise, of the Obligated Group as the Purchaser may from time to time reasonably request.

Each of the financial statements furnished to the Purchaser pursuant to clauses (a) and (b) of this Section shall be accompanied by a written certificate signed by an authorized officer familiar with the financial affairs of the Obligated Group to the effect that to the best of such officer's knowledge and belief no Default or Event of Default has occurred during the period covered by such statements or, if any such Default or Event of Default has occurred during such period, setting forth a description of such Default or Event of Default and specifying the action, if any, taken by such Member to remedy the same. Such certificate shall be in substantially the form attached hereto as Exhibit A and shall also set forth the calculations supporting such statements in respect of Section 6.19(a) and (b) hereof, to the extent such covenants are required to be measured as of such dates. The calculations in respect of Section 6.19(a) and (b) hereof to be made as of the end of the Fiscal Year shall be based upon the audited consolidated financial statements delivered pursuant to Section 6.01(b) hereof.

*Section 6.02. Corporate Existence, Etc.* Maintain its corporate or other legal existence and all rights and licenses to the extent deemed necessary or desirable by such Member in the operation of its business and affairs and be qualified to do business in each jurisdiction where its

ownership of Property or the conduct of its business requires such qualification. Each Member will continue to engage in a business of the same general type as now conducted by it. Each Member will maintain its existence as a not for profit corporation and its tax exempt status under Section 501(c)(3) of the Code.

*Section 6.03. Payment of Taxes and Other Obligations.* Pay all taxes, assessments, and governmental charges or levies imposed upon any Member or upon or against the Obligated Group and all lawful claims which, if unpaid, might become a lien or charge upon any of its properties, provided that the Members shall not be required to pay any such tax, assessment, charge, levy, claim or monetary obligation which is being contested in good faith and by appropriate proceedings which shall operate to stay enforcement thereof.

*Section 6.04. Insurance; Maintenance of Properties.* (a) Maintain insurance with financially sound and reputable insurance companies or associations, or will self insure in such amounts and covering such risks as are usually carried by entities engaged in the same or a similar business and similarly situated, which insurance may provide for reasonable deductibles from coverage, and in any event in accordance with the terms of the Master Indenture. Each Member will, upon request of the Purchaser, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Section.

(b) Each Member of the Obligated Group will at all times cause its Property to be maintained, preserved and kept in good repair, working order and condition, and all needed and proper repairs, renewals and replacement thereof to be made; provided, however, that nothing contained in this Section shall be construed to (i) prevent it from ceasing to operate any immaterial portion of its Property, (ii) prevent it from ceasing to operate any material portion of its Property, if in its good faith judgment it is advisable not to operate the same, or if it intends to sell or otherwise dispose of the same and within a reasonable time endeavors to effect such sale or other disposition, or (iii) obligate it to retain preserve, repair, renew or replace any Property, leases, rights, privileges or licenses no longer used or, in its good faith judgment, useful in the conduct of its business or expected to become non-productive within a reasonable amount of time.

*Section 6.05. Compliance with Laws.* Comply with all applicable laws, ordinances, rules, regulations, and requirements of Governmental Authorities (including, without limitation, Environmental Laws and ERISA and the rules and regulations thereunder) except where the necessity of compliance therewith is contested in good faith by appropriate proceedings, or where failure to comply therewith does not have a Material Adverse Effect.

*Section 6.06. Inspection Rights.* Permit the Purchaser and its duly authorized representatives and agents, upon reasonable advance notice, to visit and inspect any of the Properties, corporate books and financial records of such Member, to examine and make copies of the books of accounts and other financial records of such Member, and to discuss the affairs, finances and accounts of the Members with, and to be advised as to the same by, its officers at such reasonable times and reasonable intervals as the Purchaser may designate; *provided, however,* that the foregoing shall not be construed to permit the Purchaser to have access to patient and other records which are to be kept private and confidential in accordance with

applicable laws and regulations or materials which counsel advises in writing are subject to the attorney-client privilege.

*Section 6.07. Maintenance of Approvals, Filings and Registrations.* At all times maintain in effect, renew and comply with all the terms and conditions of all consents, licenses, approvals and authorizations as may be necessary under any applicable law or regulation for the execution, delivery and performance of this Agreement and the Related Documents to which such Member is a party (except such consents, licenses, approvals and authorizations as to which failure to so maintain, renew or comply could not reasonably be expected to have a Material Adverse Effect) and to cause such agreements to be the legal, valid, binding and enforceable obligations of each Member.

*Section 6.08. Bond Proceeds.* Use the proceeds of the Bonds solely for the purposes set forth in the Bond Indenture and the Loan Agreement.

*Section 6.09. Reserved.*

*Section 6.10. Disclosure to Participants.* Permit the Purchaser to disclose the information described in Section 6.01 hereof to any Participants.

*Section 6.11. Remarketing Agent.* Without the prior written consent of the Purchaser, appoint or permit the appointment of a successor Remarketing Agent under the Bond Indenture.

*Section 6.12. Refinancing; Conversion.* Upon the Initial Purchase Date or any subsequent Purchase Date, if any, in the event that the Purchaser does not elect to hold the Bonds for an additional Hold Period, the Members shall use their best efforts to refund, redeem, defease or otherwise refinance the Bonds or convert the interest rate on the Bonds to another Mode.

*Section 6.13. Related Document Covenants.* (a) Each Member agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in each Related Document to which it is a party and, in each case, such provisions, together with the related definitions of terms contained therein are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety (such covenants and the related definitions are referred to as the "*Incorporated Provisions*"); provided, however, that:

(i) *Amendments.* No amendment to any such covenants or defined terms in any Related Documents, including the Master Indenture, made without the prior written consent of the Purchaser shall be effective to amend such covenants and defined terms as incorporated by reference herein; provided, however, that amendments made pursuant to Section 701(b), (c), (d), (e), (f), (g), (h), (i), (j) or (k) of the Master Indenture shall not require the prior written consent of the Purchaser.

(ii) *References to Master Trustee.* Except as provided in Section 6.13(i) above, any Incorporated Provisions from the Master Indenture that provide for the approval, consent or appointment by the Master Trustee, require delivery of information

or notices to the Master Trustee, provide that anything must be satisfactory or acceptable to the Master Trustee, allow the Master Trustee to request anything, or contain similar provisions granting discretion to the Master Trustee, shall be deemed also to require or allow, as the case may be, the approval, consent, appointment, satisfaction, acceptance or like exercise of discretion by the Purchaser.

*Section 6.14. Liens, Etc.* No Member will create, incur, suffer or permit to exist any Lien upon or with respect to any of its respective Property except for Permitted Encumbrances.

*Section 6.15. Plans.* The Members shall maintain each Plan as to which it may have any liability in compliance in all material respects with the applicable provisions of ERISA and the regulations and published interpretations thereunder, the failure to comply with which could reasonably be expected to have a Material Adverse Effect.

*Section 6.16. Negative Covenants.* The Members covenant and agree with the Purchaser during the term of this Agreement or for so long as any Obligations remain outstanding or the Members will not, directly or indirectly, unless the Purchaser shall otherwise consent in writing:

(a) (i) notwithstanding the provisions of Section 404 of the Master Indenture, allow any Person to become a Member of the Obligated Group if such Person becoming a Member of the Obligated Group could reasonably be expected to result in a Material Adverse Effect or a Default or an Event of Default hereunder or under any Related Document;

(ii) notwithstanding the provisions of Section 405 of the Master Indenture, allow any Member of the Obligated Group to cease to be a Member of the Obligated Group if such person withdrawing as a Member could reasonably be expected to result in a Material Adverse Effect or a Default or an Event of Default hereunder or under any Related Document;

(b) be a party to any merger, consolidation or acquisition unless (i) the conditions set forth in Section 413 of the Master Indenture are satisfied, (ii) such merger, consolidation or acquisition would not result in the occurrence of any Default or Event of Default hereunder or under any Related Document, (iii) such merger, consolidation or acquisition would not result in a Material Adverse Effect and (iv) after taking into account the impact of such merger, consolidation or acquisition would have had during such prior Fiscal Year, the Members would have been in compliance with Section 6.19 hereof on a pro forma basis during such Fiscal Year.

(c) amend, supplement or otherwise modify (or permit any of the foregoing), or agree to any consent or waiver under, or effect or permit the cancellation, acceleration or termination of, any of the Related Documents, including the Master Indenture, without the prior written consent of the Purchaser; provided, however, that amendments made pursuant to Section 701(b), (c), (d), (e), (f), (g), (h), (i), (j) or (k) of the Master Indenture shall not require the prior written consent of the Purchaser. Upon receipt of written

notice from the Obligated Group Agent that the "springing provisions" set forth in Article VIII of the Master Indenture have become effective, the Purchaser agrees to enter into a supplement to this Agreement substantially in the form attached hereto as Exhibit B.

(d) sell, lease, assign, transfer, loan or otherwise dispose of any of its now owned or hereafter acquired assets; provided, however, that the foregoing shall not operate to prevent sales, leases, assignments, transfers, loans or other dispositions permitted by Section 417 of the Master Indenture.

(e) change its Fiscal Year from its present basis if such change would result in the System obtaining and delivering to the Purchaser audited financial statements which relate to a period in excess of twelve months; provided, however, the Members agree to provide written notice of any change to its Fiscal Year and to make any amendments to this Agreement reasonably required by the Purchaser as a result of any such change to its Fiscal Year.

(f) enter into any material contract, agreement or business arrangement with any of their respective Affiliates on terms and conditions which are less favorable to the Member than would be usual and customary in similar contracts, agreements or business arrangements between Persons not affiliated with each other, which terms and conditions would have a Material Adverse Effect.

*Section 6.17. Accreditation.* Each Member will maintain (i) full or provisional accreditation of its hospital facilities by The Joint Commission or other accreditation necessary to conduct its operations, (ii) all material licenses and other approvals from applicable regulatory authorities to operate its respective facilities requiring such licensure and approvals and (iii) the status of the hospital facilities as providers of health care services eligible for reimbursement under Blue Cross and Blue Shield, Medicaid, Medicare, or equivalent material insurance or material contractual third-party payment programs including material future federal programs.

*Section 6.18. Pari Passu.* The Purchaser Master Note will rank at all times *pari passu* in priority of payment under the Master Indenture with the Bond Master Note and with all other MTI Obligations at any time outstanding under the Master Indenture.

*Section 6.19. Financial Covenants.*

(a) *Days of Operating Expenses on Hand.* The Members shall cause the Obligated Group to maintain, as of June 30 and December 31 of each year (commencing December 31, 2012), Unrestricted Cash and Investments of at least 75 Days of Operating Expenses (calculated on a rolling twelve month basis) and shall evidence such compliance in accordance with Section 6.01 hereof.

(b) *Historical Maximum Annual Debt Service Coverage Ratio.* The Members shall cause the Obligated Group to maintain, as of the end of each fiscal quarter of each Fiscal Year (commencing December 31, 2012), an Historical Maximum Annual Debt Service Coverage



Ratio (calculated on a rolling twelve month basis) of not less than 1.10 to 1.00 and shall evidence such compliance in accordance with Section 6.01 hereof.

*Section 6.20. Additional Indebtedness.* No Member of the Obligated Group shall issue, incur, assume, create or have outstanding any Indebtedness; *provided, however,* that the foregoing shall not operate to prevent:

(a) the Indebtedness of the Obligated Group under the Related Documents, the Obligations and other indebtedness owed by the Obligated Group to the Purchaser;

(b) Indebtedness for borrowed money currently outstanding and incurred in accordance with the terms of the Master Indenture; and

(c) other Indebtedness so long as (i) such Indebtedness was issued in accordance with the terms of the Master Indenture, (ii) after giving effect to the incurrence of such Indebtedness, no Default or Event of Default shall have occurred hereunder or under any Related Document and (iii) after giving effect to the incurrence of such Indebtedness, the Members would have been in compliance with Section 6.19(b) for the prior Fiscal Year;

*Section 6.21. Interest Rate Agreement.* Any Interest Rate Agreement entered into by any Member of the Obligated Group on or after the Closing Date shall (i) be a Qualified Rate Agreement and (ii) not provide for termination payments or settlement amounts payable in connection therewith that are senior to or on parity with, in terms of priority of the payment, the MTI Obligations. In the event any Member undertakes to obtain additional interest rate protection related to the Bonds or any other Indebtedness through the purchase of one or more Interest Rate Agreements, such Member shall provide the Purchaser with the timely opportunity to bid for the right to offer any such Interest Rate Agreements.

*Section 6.22 Liens on Accounts Receivable.* The Members shall not sell, factor or grant any additional Liens in the Obligated Group's accounts receivable except as set forth in the Master Indenture.

*Section 6.23. Tax Status of Bonds.* No Member will, nor will it permit any Member to, directly or indirectly take any action or fail to take any action or suffer any action to be taken by others that will impair the tax-exempt status of the Bonds.

*Section 6.24. Non-Registration of Bonds.* The Members agree that so long as the Purchaser is the holder of the Bonds, the Bonds shall not (a) be rated by any rating agency; (b) be registered to participate in The Depository Trust Company's book-entry only system; (c) other than in connection with a conversion of the Bonds to a different Rate Period (as defined in the Bond Indenture), be remarketed pursuant to an official statement, offering memorandum or other disclosure document; or (d) bear a CUSIP number.

*Section 6.25. Banking Relationship.* The Obligated Group agrees to maintain its relationship of traditional banking, depository and treasury management with the Purchaser at a

level that will generate fees to the Purchaser at substantially existing levels; provided, however, that the foregoing requirement shall not require the Obligated Group to maintain specific amounts in any account or prohibit the Obligated Group from withdrawing amounts from such accounts. The Members acknowledge that the Purchaser will charge the Members standard service charges in effect from time to time for the various services performed by the Purchaser in connection with such banking relationship.

## ARTICLE VII

### EVENTS OF DEFAULT

*Section 7.01. Events of Default.* The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of law) shall be an "Event of Default" hereunder, unless waived in writing by the Purchaser:

(a) Failure to pay to the Purchaser the principal or purchase price of or interest on the Bonds or any Obligations as and when due hereunder;

(b) Any Member of the Obligated Group (i) defaults in the due observance or performance of any covenant set forth in Section 6.01(e), 6.03, 6.06, 6.12, 6.15, 6.16, 6.17(iii), 6.18, 6.19, 6.20, 6.21, 6.22 or 6.23 hereof, or (ii) defaults in the due observance or performance of any covenant set forth in Section 6.13 hereof and the continuance of such default for such period of time as is sufficient to result in the occurrence of an "event of default" under the applicable Related Document in which the default in the performance of such covenant occurred;

(c) Default in the due observance or performance by any Member of the Obligated Group of any other term, covenant or agreement set forth in this Agreement and the continuance of such default for thirty (30) days after the occurrence thereof;

(d) Any material representation or warranty made by any Member of the Obligated Group in this Agreement (or incorporated herein by reference) or in any of the other Related Documents or in any certificate, document, instrument, opinion or financial or other statement contemplated by or made or delivered pursuant to or in connection with this Agreement or with any of the other Related Documents, shall prove to have been incorrect, incomplete or misleading in any material respect when made;

(e) (i) Any principal, interest or premium on any Indebtedness of the Obligated Group issued or secured pursuant to the Master Indenture shall not be paid when due by any Member of the Obligated Group (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), subject to the expiration of any applicable grace or cure period (it being understood by the Purchaser that default, for purposes of this paragraph, shall not mean a situation whereby such Member of the Obligated Group contests in good faith its liability with respect to such Indebtedness or obtains a waiver of such default) or, pursuant to the provisions of any resolution, indenture, contract or instrument, the maturity of any Indebtedness of the Obligated

Group issued or secured pursuant to the Master Indenture, as a result of the occurrence of a default in the payment of principal, interest or premium by any Member of the Obligated Group on such Indebtedness of the Obligated Group issued or secured pursuant to the Master Indenture, may be accelerated, or may be required to be prepaid prior to the stated maturity thereof or (ii) any other Indebtedness of any Member of the Obligated Group if the unpaid principal amount on such Indebtedness is in excess of \$1,000,000 individually or \$3,000,000 in the aggregate or any interest or premium on such Indebtedness shall not be paid when due by such Member of the Obligated Group, subject to the expiration of any applicable grace or cure period (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) (it being understood by the Purchaser that default, for purposes of this paragraph, shall not mean a situation whereby any Member of the Obligated Group contests in good faith its liability with respect to such Indebtedness or obtains a waiver of such default) or pursuant to the provisions of any resolution, indenture, contract or instrument, the maturity of any such Indebtedness, as a result of the occurrence of a default in the payment of principal or interest by any Member of the Obligated Group on any such Indebtedness of any such Member of the Obligated Group, may be accelerated, or may be required to be prepaid prior to the stated maturity thereof;

(f) Any Member of the Obligated Group shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its Property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling of assets, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any corporate action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 7.01(g) hereof;

(g) A custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for any Member of the Obligated Group or any substantial part of any of its respective Property, or a proceeding described in Section 7.01(f)(v) hereof shall be instituted against any Member of the Obligated Group and such appointment continues undischarged or any such proceeding continues undismissed or unstayed for a period of sixty (60) or more days;

(h) Any final non-appealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, individually or in the aggregate, equals or exceeds \$5,000,000 (and not covered by insurance) shall be entered or filed against any Member of the Obligated Group or against any Property of any

Member of the Obligated Group and remain unsatisfied, unvacated, unbonded or unstayed for a period of sixty (60) days;

(i) Any Member of the Obligated Group or any member of any Member's Controlled Group shall fail to pay when due an amount or amounts aggregating in excess of \$1,000,000 which it shall have become liable to pay to the PBGC or to a Plan under Title IV of ERISA; or notice of intent to terminate a Plan or Plans having aggregate Unfunded Vested Liabilities in excess of \$1,000,000 (collectively, a "*Material Plan*") shall be filed under Title IV of ERISA by any Member or any member of its respective Controlled Group, any plan administrator or any combination of the foregoing; or the PBGC shall institute proceedings under Title IV of ERISA to terminate or to cause a trustee to be appointed to administer any Material Plan or a proceeding shall be instituted by a fiduciary of any Material Plan against any Member or any member of any Member's Controlled Group to enforce Section 515 or 4219(c)(5) of ERISA and such proceeding shall not have been dismissed within 60 days thereafter; or a condition shall exist by reason of which the PBGC would be entitled to obtain a decree adjudicating that any Material Plan must be terminated;

(j) Any material provision of this Agreement or any of the Related Documents shall cease to be valid and binding, or any Member of the Obligated Group shall contest any such provision in writing, or any Member or any agent or trustee on behalf of and at the direction of any Member shall deny that it has any or further liability under this Agreement, the Purchaser Master Note or any of the Related Documents to which it is a party;

(k) Dissolution or termination of the existence of any Member of the Obligated Group (other than by merger with and into, or pursuant to a transfer of substantially all of the assets to, another Member of the Obligated Group);

(l) Any "*event of default*" shall have occurred under any of the Related Documents (as defined respectively therein), including, without limitation the Master Indenture;

(m) A default shall occur and be continuing under any agreement between any Member of the Obligated Group and the Purchaser, or under any obligation owed by the any Member of the Obligated Group to the Purchaser; provided that such default would entitle the Purchaser to terminate or accelerate such other agreement or obligation;

(n) (i) Any Rating Agency shall downgrade its respective ratings of any senior unenhanced long-term indebtedness of the Obligated Group issued or secured pursuant to the Master Indenture to below "BBB" (or its equivalent), or (ii) any Rating Agency shall suspend or withdraw its ratings of any senior unenhanced long-term indebtedness of the Obligated Group issued or secured pursuant to the Master Indenture for credit-related reasons;

(o) Any pledge or security interest created by the Master Indenture, the Bond Indenture, the Bond Master Note, the Purchaser Master Note, or this Agreement to secure any amount due under any Bonds or this Agreement shall fail to be fully enforceable or fail to have the priority required thereunder; or

(p) A Governmental Authority with appropriate jurisdiction shall declare a debt moratorium, debt restructuring, debt adjustment or comparable restriction on the repayment when due of any Indebtedness secured by an MTI Obligation.

*Section 7.02. Consequences of an Event of Default.* If an Event of Default specified in Section 7.01 hereof shall occur and be continuing, the Purchaser may:

(a) by notice to the Corporation, on behalf of the Members, declare the outstanding amount of the Obligations under this Agreement to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and an action therefor shall immediately accrue, *provided* that, if any Event of Default described in Section 7.01(f) or 7.01(g) hereof shall occur, the Obligations under this Agreement shall automatically mature and be due and payable on the date of the occurrence of such Event of Default without presentment, demand, protest, notice of intention to accelerate, notice of acceleration or other notice of any kind to the Corporation or any other Person, all of which are hereby expressly waived;

(b) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Related Documents or to enforce performance or observance of any obligation, agreement or covenant of any Member under the Related Documents, whether for specific performance of any agreement or covenant of any Member or in aid of the execution of any power granted to the Purchaser in the Related Documents;

(c) deliver a notice to (i) the Bond Trustee and the Obligated Group Agent, on behalf of the Members, that an Event of Default has occurred and is continuing and directing the Bond Trustee to take such remedial action as is provided for in the Bond Indenture and/or (ii) the Master Trustee and the Obligated Group Agent, on behalf of the Members, that an Event of Default has occurred and is continuing and directing the Master Trustee to take such remedial action as is provided for in the Master Indenture;

(d) cure any Default, Event of Default or event of nonperformance hereunder or under any Related Document; provided, however, that the Purchaser shall have no obligation to effect such a cure; and

(e) exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents and as otherwise available at law and at equity.

*Section 7.03. Remedies Cumulative; Solely for the Benefit of Bank.* To the extent permitted by, and subject to the mandatory requirements of, applicable Law, each and every right, power and remedy herein specifically given to the Purchaser in the Related Documents shall be cumulative, concurrent and nonexclusive and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy (whether specifically herein given or otherwise existing) may be exercised from time to time and as often and in such order as may be deemed expedient by the Purchaser, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

The rights and remedies of the Purchaser specified herein are for the sole and exclusive benefit, use and protection of the Purchaser, and the Purchaser is entitled, but shall have no duty or obligation to any Member, the Bond Trustee, the Master Trustee or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Purchaser hereunder or under any of the other Related Documents.

*Section 7.04. Waivers or Omissions.* No delay or omission by the Purchaser in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right remedy or power or be construed to be a waiver of any default on the part of the Purchaser or to be acquiescence therein. No express or implied waiver by the Purchaser of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

*Section 7.05. Discontinuance of Proceedings.* In case the Purchaser shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Purchaser shall have the unqualified right so to do and, in such event, the Members and the Purchaser shall be restored to their former positions with respect to the Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Purchaser hereunder shall continue as if the same had never been invoked.

*Section 7.06. Injunctive Relief.* Each Member recognizes that in the event an Event of Default occurs, any remedy of law may prove to be inadequate relief to the Purchaser; therefore, the each Member agrees that the Purchaser, shall be entitled to such temporary or permanent injunctive relief as a court of competent jurisdiction in its discretion may award in any such case.

## **ARTICLE VIII**

### **INDEMNIFICATION**

*Section 8.01. Indemnification.* In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, each Member hereby jointly and severally agrees (to the extent permitted by law) to indemnify and hold harmless the Purchaser and its officers, directors and agents (each, an "*Indemnatee*") from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys' fees) which may incur or which may be claimed

against an Indemnatee by any Person or entity whatsoever (collectively, the "*Liabilities*") by reason of or in connection with (a) the execution and delivery or transfer of, or payment or failure to pay under, any Related Document; (b) the issuance and sale of the Bonds; and (c) the use of the proceeds of the Bonds; provided that a Member shall not be required to indemnify an Indemnatee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnatee. If any proceeding shall be brought or threatened against an Indemnatee by reason of or in connection with the events described in clause (a), (b) or (c) as a condition of indemnity hereunder each Indemnatee shall promptly notify the Obligated Group Agent, on behalf of the Members, in writing and the Members shall assume the defense thereof, including the employment of counsel satisfactory to such Indemnatee (which approval shall not be unreasonably withheld or delayed) and the payment of all reasonable costs of litigation. Notwithstanding the preceding sentence, each Indemnatee shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such Indemnatee unless (i) the employment of such counsel shall have been authorized in writing by the Obligated Group Agent, on behalf of the Members, or (ii) any Member, after due notice of the action, shall not have employed counsel satisfactory to such Indemnatee (which approval shall not be unreasonably withheld or delayed) to have charge of such defense, in either of which events the reasonable fees and expenses of counsel for such Indemnatee shall be borne, jointly and severally, by the Obligated Group. The Corporation shall not be liable for any settlement of any such action effected without its consent. Nothing under this Section 8.01 is intended to limit the Members' payment of the Obligations.

*Section 8.02. Survival.* The obligations of the Corporation under this Article VIII shall survive the payment of the Bonds and the termination of this Agreement.

## **ARTICLE IX**

### **MISCELLANEOUS**

*Section 9.01. OFAC; Patriot Act Notice.* Each Member shall (a) ensure that no person who owns a controlling interest in or otherwise controls such Member is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("*OFAC*"), the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Purchaser from making any advance or extension of credit to such Member or from otherwise conducting business with such Member and (b) ensure that the Bond proceeds shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, each Member shall comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("*BSA*") laws and regulations, as amended. The Purchaser hereby notifies each Member that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies such Member, which information includes the name and address of senior officers of such Member and other information that will allow the Purchaser to identify such Member in accordance with the Patriot Act. Each Member hereby agrees that it shall promptly provide such information upon request by the Purchaser.

*Section 9.02. Further Assurances.* From time to time upon the request of any party hereto, the other parties shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement and the other Related Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Purchaser, each Member will, at the expense of the Obligated Group, correct any defect, error or omission which may be discovered in the form or content of this Agreement or any of the Related Documents. Each Member also agrees to execute and deliver on demand such security agreements, financing statements, continuation statements and other documents necessary to perfect a security interest in such property as the Purchaser, the Master Trustee or the Bond Trustee may request in order to impose or continue the lien and security interest created pursuant to the Master Indenture securing the MTI Obligations or pursuant to the Bond Indenture. If any Member fails to execute any of such instruments within ten (10) days after demand to do so, such Member irrevocably appoints the Purchaser, the Master Trustee or the Bond Trustee, as applicable, as its attorney in fact and in its name, place and stead to do so. In addition, at any time, and from time to time, upon request by the Purchaser, the Master Trustee or the Bond Trustee, each Member will, at the expense of the Obligated Group, provide any and all further instruments, certificates and other documents as may, in the opinion of the Purchaser, the Master Trustee or the Bond Trustee, be necessary or desirable in order to verify such Member's identity and background in a manner satisfactory to the Purchaser, the Master Trustee or the Bond Trustee.

*Section 9.03. Amendments and Waivers; Enforcement.* The Purchaser and the Members may from time to time enter into agreements amending, modifying or supplementing this Agreement or any of the other Related Documents or changing the rights of the Purchaser or the Members hereunder or thereunder, and the Purchaser may from time to time grant waivers or consents to a departure from the due performance of the obligations of the Members hereunder or thereunder. Any such agreement, waiver or consent must be in writing and shall be effective only to the extent specifically set forth in such writing. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Default or Event of Default or impair any right consequent thereto.

*Section 9.04. No Implied Waiver; Cumulative Remedies.* No course of dealing and no delay or failure of the Purchaser in exercising any right, power or privilege under this Agreement or any of the other Related Documents shall affect any other or future exercise thereof or exercise of any right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of the Purchaser under this Agreement are cumulative and not exclusive of any rights or remedies which the Purchaser would otherwise have under any Related Document, at law or in equity.

*Section 9.05. Notices.* All notices, requests, demands, directions and other communications (collectively "*notices*") under the provisions of this Agreement shall be in



writing (including facsimile communication), unless otherwise expressly permitted hereunder, and shall be sent by first-class mail or overnight delivery and shall be deemed received as follows: (i) if by first class mail, five (5) days after mailing; (ii) if by overnight delivery, on the next Business Day; (iii) if by telephone, when given to a person who confirms such receipt; and (iv) if by facsimile, when confirmation of receipt is obtained. All notices shall be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other parties hereto:

The Members:

[REDACTED]

The Purchaser:

[REDACTED]

The Purchaser and the Members may rely on any notice (including telephone communication) purportedly made by or on behalf of the other, and shall have no duty to verify the identity or authority of the Person giving such notice, unless such actions or omissions would amount to gross negligence or intentional misconduct.

*Section 9.06. Payment Set Aside.* To the extent that any payment is made to the Purchaser, or the Purchaser exercises its right of setoff, in either event with respect to the Members' Obligations hereunder, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Purchaser in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the Obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

*Section 9.07. No Third-Party Rights.* Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

*Section 9.08. Right of Setoff.* (a) Upon the occurrence of any Event of Default and to the extent permitted by law, the Purchaser may, at any time and from time to time, without notice

to the Corporation or any other Member of the Obligated Group or any other Person (any such notice being expressly waived), set off and appropriate and apply against and on account of any Obligations under this Agreement, without regard to whether or not the Purchaser has made any demand therefor, any and all deposits (general or special, including but not limited to deposits made pursuant to this Agreement and Indebtedness evidenced by certificates of deposit, whether matured or unmatured, but not including (i) trust accounts, such as restricted donor accounts, and (ii) custodial accounts, separately managed investment accounts and self directed investment accounts held by an Affiliate or a subsidiary of the Purchaser) and any other Indebtedness at any time held or owing by the Purchaser or any Affiliate of the Purchaser to or for the credit or the account of any Member or any of their respective Affiliates.

(b) The Purchaser agrees promptly to notify the Obligated Group Agent after any such set off and application referred to in subsection (a) above, provided that the failure to give such notice shall not affect the validity of such set off and application. Subject to the provisions of subsection (a) above, the rights of the Purchaser under this Section 9.08 are in addition to other rights and remedies (including, without limitation, other rights of set off) which the Purchaser may have.

*Section 9.09. No Advisory or Fiduciary Responsibility.* In connection with all aspects of the transactions described herein and in the Related Documents (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), each Member acknowledges and agrees that: (a)(i) the arranging, structuring and other services regarding this Agreement provided by the Purchaser and any Affiliate of the Purchaser are arm's length commercial transactions between the Members on the one hand, and the Purchaser and any Affiliate of the Purchaser on the other hand, (ii) the Members have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate, and (iii) the Members are capable of evaluating, and understand and accept, the terms, risks and conditions of such transactions; (b)(i) the Purchaser and each Affiliate of the Purchaser is and has been acting solely as a principal and has not been, is not, and will not be acting as an agent or fiduciary for any Member or any other Person and (ii) neither the Purchaser nor any Affiliate of the Purchaser has any obligation to any Member with respect to such transactions, except those obligations expressly set forth herein; and (c) the Purchaser and each Affiliate of the Purchaser may be engaged in a broad range of transactions that involve interests that differ from those of the Members, and neither the Purchaser nor any Affiliate of the Purchaser has any obligation to disclose any of such interests to the Corporation or any other Member. To the fullest extent permitted by applicable laws, each Member hereby waives and releases any claims that it may have against the Purchaser and each Affiliate of the Purchaser with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of such transactions.

*Section 9.10. Entire Agreement.* The Related Documents constitute the entire understanding and agreement between the Members and the Purchaser with respect to the transactions described herein and the Bonds, and supersede all prior or contemporaneous written or oral understandings, courses of dealing and agreements between any Member and the Purchaser with respect to the matters addressed in the Related Documents. In particular, and without limitation, the Related Documents supersede any commitment by the Purchaser to extend credit to the Obligated Group or to purchase the Bonds and all such agreements or

commitments are merged with and into the Related Documents. Except as incorporated in writing into the Related Documents, there are no representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in the Related Documents.

*Section 9.11. Standard of Conduct by Purchaser; Liability of Purchaser.* (a) Except as expressly provided therein, nothing contained in any Related Document shall limit the right of the Purchaser to exercise its business judgment or to act, in the context of the granting or withholding of any advance or consent under any of the Related Documents, in a subjective manner, whether or not objectively reasonable under the circumstances, so long as the Purchaser's exercise of its business judgment or action is made or undertaken in good faith. The Members and the Purchaser intend by the foregoing to set forth and affirm their entire understanding with respect to the standard pursuant to which the Purchaser's duties and obligations are to be judged and the parameters within which the Purchaser's discretion may be exercised hereunder and under the other Related Documents. As used herein, "good faith" means honesty in fact in the conduct and transaction concerned.

(b) Each Member hereby unconditionally and irrevocably releases and discharges the Purchaser and each of its Affiliates and the officers, directors, employees and agents of each of them from any liability or responsibility for any of the following: (i) any use that may be made of the proceeds of the Bonds or for any acts or omissions of the Bond Trustee, the Master Trustee, the Authority, or any other Person in connection with the Bonds or the use of its proceeds; (ii) any of the acts, omissions, agreements, circumstances or conditions covered by the indemnification provided in Article VIII; (iii) any act or omission of the Purchaser related to the transaction which is the subject of this Agreement; and (iv) any exercise by the Purchaser of any of its rights under any of the Related Documents; provided that, the Obligated Group shall have a claim against the Purchaser, and the Purchaser shall be liable to the Obligated Group, to the extent, but only to the extent, of any direct, actual damages, but expressly not for any lost profits or any consequential, special, indirect or punitive damages (the right to recover or receive lost profits, consequential, special, indirect or punitive damages being hereby waived), suffered by the Obligated Group and not required to be mitigated by the Obligated Group under applicable law, which direct, actual damages are determined by a final and nonappealable judgment of a court of competent jurisdiction to have been directly caused by the Purchaser's willful misconduct or negligence in connection with the administration of this Agreement or any other Related Document.

*Section 9.12. Severability.* The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

*Section 9.13. Governing Law; Jurisdiction; Waiver of Etc.*

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

(b) *Submission to Jurisdiction.* EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF THE STATE OF ILLINOIS, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT LOCATED IN THE STATE OF ILLINOIS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER RELATED DOCUMENT SHALL AFFECT ANY RIGHT THAT EITHER PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT AGAINST THE ANY OTHER PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) *Waiver of Venue.* EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) *Service of Process.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.05 HEREOF. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

*Section 9.14. Waiver of Jury Trial.* EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

*Section 9.15. Duration.* All representations and warranties of the Members contained herein or made in connection herewith shall survive the execution of and shall not be waived by the execution and delivery of this Agreement or the other Related Documents or any investigation by any Member. All covenants and agreements of the Members contained herein shall continue in full force and effect from and after the date hereof until the Obligations have been fully discharged.

*Section 9.16. Counterparts.* This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

*Section 9.17. Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Subject to the terms of the Master Indenture, no Member may assign its rights or obligations under this Agreement or the other Related Documents without the prior written consent of the Purchaser. At any time subsequent to its advance of the Maximum Principal Amount of the Series 2012A Bonds, the Purchaser may (i) assign up to [REDACTED] its rights and obligations under this Agreement and the other Related Documents and (ii) participate a portion of its interest in accordance with Section 9.18 hereof; provided, however, upon the occurrence of Event of Default the Purchaser may assign its rights and obligations under this Agreement and the other Related Documents without limit.

*Section 9.18. Participations.* Subject to Section 9.17 hereof, the Purchaser shall have the right to grant participations in its interest in the Bonds, this Agreement and the other Related Documents to one or more banking institutions (each a "*Participant*"), and such Participants shall be entitled to the benefits of this Agreement, including, without limitation, Section 3.02. 3.04 and Article VIII hereof, to the same extent as if they were a direct party hereto; provided that no such Participant shall be entitled to receive payment hereunder of any amount greater than the amount which would have been payable had the Purchaser not granted a participation to such Participant. The Purchaser shall provide written notice to the Obligated Group Agent, on behalf of the Members, of any participation in the Bonds, this Agreement and the other Related Documents. The Purchaser may at any time pledge or grant a security interest in all or any portion of its rights under the Bonds, this Agreement and the Related Documents to secure obligations of the Purchaser, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release the Purchaser from any of its obligations hereunder or substitute any such pledgee or assignee for the Purchaser as a party hereto.

*Section 9.19. Headings.* Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

*Section 9.20. Electronic Signatures.* The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed

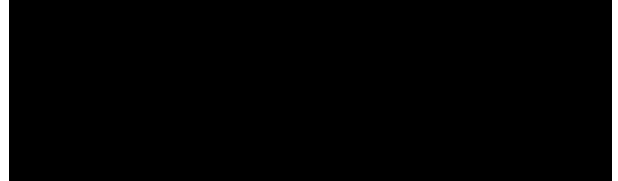
document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By:



HOSPITAL SISTERS SERVICES, INC.

By: 

ST. ELIZABETH'S HOSPITAL OF THE HOSPITAL  
SISTERS OF THE THIRD ORDER OF ST. FRANCIS

ST. JOSEPH'S HOSPITAL, BREESE, OF THE HOSPITAL  
SISTERS OF THE THIRD ORDER OF ST. FRANCIS

ST. MARY'S HOSPITAL, DECATUR, OF THE HOSPITAL  
SISTERS OF THE THIRD ORDER OF ST. FRANCIS

ST. ANTHONY'S MEMORIAL HOSPITAL OF THE  
HOSPITAL SISTERS OF THE THIRD ORDER OF ST.  
FRANCIS

ST. JOSEPH'S HOSPITAL OF THE HOSPITAL SISTERS  
OF THE THIRD ORDER OF ST. FRANCIS

ST. FRANCIS HOSPITAL OF THE HOSPITAL SISTERS  
OF THE THIRD ORDER OF ST. FRANCIS

ST. JOHN'S HOSPITAL OF THE HOSPITAL SISTERS OF  
THE THIRD ORDER OF ST. FRANCIS

ST. MARY'S HOSPITAL, STREATOR, OF THE  
HOSPITAL SISTERS OF THE THIRD ORDER OF ST.  
FRANCIS

ST. JOSEPH'S HOSPITAL OF THE HOSPITAL SISTERS  
OF THE THIRD ORDER OF ST. FRANCIS

SACRED HEART HOSPITAL OF THE HOSPITAL  
SISTERS OF THE THIRD ORDER OF ST. FRANCIS

ST. MARY'S HOSPITAL MEDICAL CENTER OF GREEN  
BAY, INC.

ST. VINCENT HOSPITAL OF THE HOSPITAL SISTERS  
OF THE THIRD ORDER OF ST. FRANCIS

ST. NICHOLAS HOSPITAL OF THE HOSPITAL SISTERS  
OF THE THIRD ORDER OF ST. FRANCIS

By: 



## EXHIBIT A

### FORM OF COMPLIANCE CERTIFICATE

This Compliance Certificate is furnished to JPMorgan Chase Bank, N.A. (the "*Purchaser*"), pursuant to that certain Supplemental Bondholder's Agreement dated as of October 1, 2012 (the "*Agreement*"), among HOSPITAL SISTERS SERVICES, INC. (the "*Corporation*"), ST. ELIZABETH'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. JOSEPH'S HOSPITAL, BREESE, OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. MARY'S HOSPITAL, DECATUR, OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. ANTHONY'S MEMORIAL HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. JOSEPH'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. FRANCIS HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. JOHN'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, and ST. MARY'S HOSPITAL, STREATOR, OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, each an Illinois not for profit corporation, and ST. JOSEPH'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, SACRED HEART HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. MARY'S HOSPITAL MEDICAL CENTER OF GREEN BAY, INC., ST. VINCENT HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, and ST. NICHOLAS HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, each a Wisconsin nonstock, nonprofit corporation (collectively, the "*Members of the Obligated Group*"), and the Purchaser. Unless otherwise defined herein, the terms used in this Compliance Certificate have the meanings ascribed thereto in the Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the duly appointed \_\_\_\_\_ of the Corporation, and the Corporation is the Obligated Group Agent;
2. I have no knowledge of, the existence of any condition or the occurrence of any event which constitutes a Default or an Event of Default under the Agreement or an "event of default" under the Master Indenture and any other Related Document at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below;
3. I have reviewed the terms of the Agreement, the Master Indenture and each other Related Document, and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Obligated Group during the accounting period covered by the attached financial statements;
4. The examinations described in paragraph 3 did not disclose, and I have no knowledge of, the existence of any condition or the occurrence of any event which constitutes a Default or an Event of Default under the Agreement or an "event of default" under the Master Indenture or any other Related Document during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below;

5. To the best of my knowledge, the financial statements required by Section 6.01 of the Agreement and being furnished to you concurrently with this certificate fairly represent the Obligated Group's condition as of the dates and for the periods covered thereby; and

6. The Attachment hereto sets forth financial data and computations evidencing the Obligated Group's current compliance with certain covenants set forth in the Agreement, all of which financial data and computations are, to the best of my knowledge, true, complete and correct and have been made in accordance with the relevant Sections and definitions of the Agreement.

Described below are the exceptions, if any, to paragraph 2 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the Members of the Obligated Group have taken, are taking, or propose to take with respect to each such condition or event:

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The foregoing certifications, together with the computations set forth in the Attachment hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

HOSPITAL SISTERS SERVICES, INC., ON ITS OWN  
BEHALF AND AS OBLIGATED GROUP AGENT ON  
BEHALF OF THE MEMBERS OF THE OBLIGATED  
GROUP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTACHMENT TO COMPLIANCE CERTIFICATE

COMPLIANCE CALCULATIONS FOR SUPPLEMENTAL BONDHOLDER'S AGREEMENT

Dated as of October 1, 2012

Calculations as of \_\_\_\_\_, 201\_\_

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**A. Days of Operating Expenses (Section 6.19(a))**  
*[to be tested as of June 30 and December 31 of each year)]*

1. Unrestricted Cash and Investments \$ \_\_\_\_\_
2. Operating Expenses of the Obligated Group, less depreciation and amortization, of the Obligated Group, in each case for the prior twelve month period \$ \_\_\_\_\_
3. Line A2 divided by 365 (Days of Operating Expenses) \_\_\_\_\_
4. Ratio of Line A1 to Line A3 \_\_\_\_\_
5. Line A4 must not be less than 90 days
6. The Members are in compliance (circle one) Yes/No

**B. Historical Maximum Annual Debt Service Coverage Ratio (Section 6.19(b))**  
*[to be tested as of September 30, December 31, March 31 and June 30 of each year)]*

1. Income Available for Debt Service for the prior twelve month period \$ \_\_\_\_\_
2. Maximum Annual Debt Service Requirement \$ \_\_\_\_\_
3. Ratio of Line B1 to Line B2 \_\_\_\_\_:1.0
4. Line B3 must not be less than 1.1:1.0
5. The Members are in compliance (circle one) Yes/No

The foregoing certifications, together with the computations set forth in the Attachment hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

HOSPITAL SISTERS SERVICES, INC., ON ITS OWN  
BEHALF AND AS OBLIGATED GROUP AGENT ON  
BEHALF OF THE MEMBERS OF THE OBLIGATED  
GROUP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT B

### FORM OF AMENDMENT TO THE SUPPLEMENTAL BONDHOLDER'S AGREEMENT

WHEREAS, HOSPITAL SISTERS SERVICES, INC., ST. ELIZABETH'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. JOSEPH'S HOSPITAL, BREESE, OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. MARY'S HOSPITAL, DECATUR, OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. ANTHONY'S MEMORIAL HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. JOSEPH'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. FRANCIS HOSPITAL OF THE HOSPITAL SISTERS OF THIRD ORDER OF ST. FRANCIS, ST. JOHN'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, AND ST. MARY'S HOSPITAL, STREATOR, OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, each an Illinois not for profit corporation, and ST. JOSEPH'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, SACRED HEART HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, ST. MARY'S HOSPITAL MEDICAL CENTER OF GREEN BAY, INC., ST. VINCENT HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, AND ST. NICHOLAS HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, each a Wisconsin nonstock, nonprofit corporation (collectively, the "*Members of the Obligated Group*"), and JPMORGAN CHASE BANK, N.A., a national banking association (the "*Bank*") are parties to that certain Supplemental Bondholder's Agreement dated as of October 1, 2012, [as supplemented and amended] (collectively, the "*Existing Agreement*"); and

WHEREAS, the Members of the Obligated Group have requested and the Bank has agreed to amend certain provisions of the Existing Agreement pursuant to this Amendment to the Supplemental Bondholder's Agreement dated \_\_\_\_\_ (the "*Amendment*") upon the terms and conditions set forth herein.

#### IT IS THEREFORE AGREED THAT:

1. Definitions. Capitalized terms used herein but not defined or amended herein shall have the meanings ascribed thereto in the Existing Agreement.

2. Amendments.

(a) The definition of "*Adjusted Contributions*" set forth in Section 1.01 of the Existing Agreement is hereby deleted in its entirety.

(b) The definition of "*Expenses*" set forth in Section 1.01 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

"*Expenses*" means, for any period, the aggregate of all expenses calculated under generally accepted accounting principles in the United States, including without limitation any taxes, incurred by the Person or group of Persons involved during such period, minus (i) interest on Funded Indebtedness, (ii) depreciation and amortization, (iii) extraordinary expenses, (iv) any expenses resulting from

(a) the extinguishment of debt, (b) any disposition of capital assets not made in the ordinary course of business, (c) any discontinued operations or (d) adjustments to the value of assets or liabilities resulting from changes in generally accepted accounting principles, (v) any expenses resulting from a forgiveness of or the establishment of reserves against Indebtedness of an Affiliate which does not constitute an extraordinary expense, (vi) losses resulting from any reappraisal, revaluation or write-down of assets (including without limitation intangibles), (vii) any loss or change in the value of an Interest Rate Agreement (including any change in the value of the termination value thereof), (viii) any loss or change in value of investment securities which is not the result of the sale, transfer or disposition of such investment securities, (ix) any nonrecurring items which do not involve the expenditure or transfer of assets and (x) if such calculation is being made with respect to the Obligated Group, excluding any such expenses attributable to transactions between any Member and another Member, provided, however, that the provisions of (i) through (x) notwithstanding, no amount shall be subtracted from expenses more than once. "*Expenses*", for the purposes of the various calculations required to be made under the Master Indenture, of the Obligated Group shall be deemed to include the above items of a person whose Indebtedness is guaranteed by a Member of the Obligated Group to the extent provided in Section 416 of the Master Indenture.

(c) The definition of "*Permitted Encumbrances*" set forth in Section 1.01 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

"*Permitted Encumbrances*" means the Master Indenture, any Related Loan Document, any Related Bond Indenture and, as of any particular time:

(a) Liens arising by reason of good faith deposits with a Member in connection with tenders, leases of real estate, bids or contracts (other than contracts for the payment of money), deposits by any Member to secure public or statutory obligations, or to secure, or in lieu of, surety, stay or appeal bonds, and deposits as security for the payment of taxes or assessments or other similar charges; any Lien arising by reason of deposits with, or the giving of any form of security to, any governmental agency or any body created or approved by law or governmental regulation for any purpose at any time as required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license, or to enable any Member to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with workmen's compensation, unemployment insurance, pensions or profit sharing plans or other social security plans or programs, or to share in the privileges or benefits required for corporations participating in such arrangements;

(b) any Lien on Property other than the Facilities if, at the time the Indebtedness secured thereby is issued or incurred by any Member, or in the case of Property acquired subject to an existing Lien, at the time of such acquisition, the aggregate amount remaining unpaid on the Indebtedness secured thereby (whether or not assumed by the Member) shall not exceed the fair market value or

(if such Property has been purchased) the lesser of the acquisition price or the fair market value of the Property subject to such Lien as determined in good faith by the Governing Body of the Member;

(c) any Lien on the Property of any Member granted in favor of or securing Indebtedness to any other Member;

(d) any Lien securing Non-Recourse Indebtedness;

(e) any Lien on Property if such Lien equally and ratably secures all of the MTI Notes and only the MTI Notes;

(f) leases, licenses or similar use agreements which relate to Property of the Obligated Group which is of a type that is customarily the subject of such leases, licenses or similar use agreements such as office space for physicians and educational institutions, food service facilities, gift shops and radiology or other hospital-based specialty services, pharmacy and similar departments; leases entered into in accordance with the disposition of Property provisions of the Master Indenture; leases, licenses or similar rights to use Property to which any Member of the Obligated Group is a party existing as of October 1, 2012 and any renewals and extensions thereof; and any leases, licenses or similar rights to use Property whereunder a Member is lessee, licensee or the equivalent thereof upon fair and reasonable terms no less favorable to the lessee or licensee than would obtain in a comparable arm's-length transaction;

(g) Liens for taxes and special assessments which are not then delinquent, or if then delinquent are being contested in accordance with Section 406 of the Master Indenture and any Related Loan Documents;

(h) utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions which do not materially interfere with or materially impair the operation of the Property affected thereby (or, if such Property is not being then operated, the operation for which it was designed or last modified);

(i) any mechanic's, laborer's, materialman's, supplier's or vendor's Lien or right in respect thereof if payment is not yet due under the contract in question or if such Lien is being contested in accordance with the provisions of the Master Indenture;

(j) such Liens, defects, irregularities of title and encroachments on adjoining property as normally exist with respect to property similar in character to the Property involved and which do not materially adversely affect the value of, or materially impair, the Property affected thereby for the purpose for which it was acquired or is held by the owner thereof, including without limitation statutory liens granted to banks or other financial institutions, which liens have not been specifically granted to secure Indebtedness and which do not apply to Property which has been deposited as part of a plan to secure Indebtedness;

(k) zoning laws and similar restrictions which are not violated by the Property affected thereby;

(l) statutory rights under Section 291, Title 42 of the United States Code, as a result of what are commonly known as Hill-Burton grants, and similar rights under other federal statutes or statutes of the state in which the Property involved is located;

(m) all right, title and interest of the state where the Property involved is located, municipalities and the public in and to tunnels, bridges and passageways over, under or upon a public way;

(n) Liens on or in Property given, granted, bequeathed or devised by the owner thereof existing at the time of such gift, grant, bequest or devise, provided that (i) such Liens consist solely of restrictions on the use thereof or the income therefrom, or (ii) such Liens secure Indebtedness which is not assumed by any Member and such Liens attach solely to the Property (including the income therefrom) which is the subject of such gift, grant, bequest or devise;

(o) Liens of or resulting from any judgment or award, the time for the appeal or petition for rehearing of which shall not have expired, or in respect of which any Member shall at any time in good faith be prosecuting an appeal or proceeding for a review and in respect of which a stay of execution pending such appeal or proceeding for review shall be in existence;

(p) Liens on moneys deposited by patients or others with a Member as security for or as prepayment of the cost of patient care or any rights of residents of life care, elderly housing or similar facilities to endowment or similar funds deposited by or on behalf of such residents;

(q) Liens on Excluded Property;

(r) Liens on Property due to rights of third party payors for recoupment of excess reimbursement paid;

(s) any security interest in the Rebate Fund, any depreciation reserve, debt service or interest reserve, debt service fund or any similar fund established pursuant to the terms of any Supplemental Master Indenture, Related Bond Indenture or Related Loan Document in favor of the Master Trustee, a Related Bond Trustee, a Related Issuer or the holder of the Indebtedness issued pursuant to such Supplemental Master Indenture, Related Bond Indenture or Related Loan Document or the holder of any related Commitment Indebtedness;

(t) any Lien on any Related Bond or any evidence of Indebtedness of any Member acquired by or on behalf of any Member which secures Commitment Indebtedness and only Commitment Indebtedness;



(u) Liens on Property of a Person existing at the time such Person is merged into or consolidated with a Member, or at the time of a sale, lease or other disposition of the properties of a Person as an entirety or substantially as an entirety to a Member; provided, that no such Lien may be increased, extended, renewed or modified after such date to apply to any Property of a Member not subject to such Lien on such date unless such Lien as so increased, extended, renewed or modified is otherwise permitted under the Master Indenture;

(v) Liens on any Property of a Member to secure any Indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of constructing, improving or acquiring Property subject to such Liens; provided, that such Liens shall not apply to any Property theretofore owned by a Member, other than any theretofore unimproved real property on which the Property so constructed or improved is located;

(w) any Liens on Property of a Person which are existing on the date such Person becomes a Member of the Obligated Group; provided that no such Lien (or the amount of Indebtedness secured thereby) may be increased or modified to apply to any Property of any Member not previously subject to such Lien on such date, unless such Lien following such increase or modification otherwise qualifies as a Permitted Encumbrance hereunder;

(x) such Liens, covenants, conditions and restrictions, if any, which do not secure Indebtedness and which (i) in the case of Property owned by a Member of the Obligated Group on October 1, 2012, do not and will not, so far as can reasonably be foreseen, materially adversely affect the value of the Property currently affected thereby or materially impair the same, and (ii) in the case of any other Property, do not materially impair or materially interfere with the operation or usefulness thereof for the purpose for which such Property was acquired or is held by a Member;

(y) Liens securing the obligation of a Member to repay amounts owing under an Interest Rate Agreement; an

(z) any Lien if after giving effect to such Lien and all other Liens classified as Permitted Encumbrances under this paragraph (z), the dollar amount of such Lien, or if such Lien cannot be valued, the Book Value or, at the option of the Obligated Group Agent, the Current Value of the Property of the Obligated Group which is subject to such Liens, is not at any time more than 20% of the value of all of the Property of the Obligated Group (calculated on the same basis as the value of the Encumbered Property);

(aa) with respect to any Property in which a Member holds a leasehold interest as lessee, Liens arising upon the lessor's title not caused by any action of the Member and in respect of which the Member has not assumed any obligation;

(bb) such Liens covenants, conditions and restrictions, if any, which do not secure Indebtedness and which are other than those of the type referred to

above, as are set forth in *Exhibit G* to the Master Indenture, and which (i) in the case of Property owned by any Member of the Obligated Group on October 1, 2012 do not and will not, so far as can reasonably be foreseen, materially adversely affect the value of the Property currently affected thereby or materially impair the same, and (ii) in the case of any other Property, do not materially impair or materially interfere with the operation or usefulness thereof for the purpose for which such Property was acquired or is held by a Member; and

(cc) Liens on accounts receivable arising as a result of the sale of such accounts receivable with or without recourse on commercially reasonable terms, provided that the principal amount of Indebtedness secured by any such Lien does not exceed the face amount of such accounts receivable.

(d) The definition of "*Revenues*" set forth in Section 1.01 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

"*Revenues*" means, for any period, (i) in the case of any Person providing health care services, the sum of (a) gross patient service revenues less contractual allowances and provisions for uncollectible accounts, free care and discounted care, plus (b) other operating revenues, plus (c) non-operating revenues (other than Contributions, income derived from the sale of assets not in the ordinary course of business or any gain from the extinguishment of debt or any extraordinary item or earnings which constitute Escrowed Interest or earnings on amounts which are irrevocably deposited in escrow to pay the principal of or interest on Indebtedness), plus (d) Unrestricted Contributions, all as determined in accordance with generally accepted accounting principles in the United States; and (ii) in the case of any other Person, gross revenues less sale discounts and sale returns and allowances, as determined in accordance with generally accepted accounting principles; but excluding for purposes of both clause (i) and (ii) above (A) any gains on the sale or other disposition of investments or fixed or capital assets not in the ordinary course and any gains on the extinguishment of debt, (B) earnings resulting from any reappraisal, revaluation or write-up of assets, (C) gains or changes in the valuation of Interest Rate Agreements (including any change in the value of the termination value thereof) of such Interest Rate Agreement, (D) gains or changes in the valuation of investment securities other than as the result of the sale, transfer or other disposition of such investment security and (E) any nonrecurring items of an extraordinary nature which do not involve the receipt of assets; provided, however, that if such calculation is being made with respect to the Obligated Group, such calculation shall be made in such a manner so as to exclude any revenues attributable to transactions between any Member and any other Member; provided, further, that the provisions of (A) through (E) notwithstanding, no amount shall be added to revenues more than once. "*Revenues*", for the purposes of the various calculations required to be made under the Master Indenture, of the Obligated Group shall be deemed to include the above items of a person whose Indebtedness is guaranteed by a Member of the Obligated Group to the extent provided in Section 416 of the Master Indenture.

3. Representations and Warranties.

In order to induce the Bank to enter into this Amendment, each Member of the Obligated Group confirms that (i) each of its representations and warranties set forth in the Existing Agreement is true and correct as of the date hereof, except that to the extent any such representation or warranty is stated to relate solely to an earlier date, it confirms that such representation or warranty was true and correct as of such earlier date and (ii) no Default or Event of Default (both as defined in the Existing Agreement) has occurred and is continuing.

Each Member of the Obligated Group represents and warrants that it has the requisite corporate power and authority to enter into this Amendment and to otherwise carry out the transactions contemplated by this Amendment.

Each Member of the Obligated Group represents and warrants that this Amendment has been duly authorized by all necessary corporate action on its part and that this Amendment has been executed and delivered by such Member of the Obligated Group and constitutes the legal, valid and binding obligation of such Member of the Obligated Group, enforceable against such Member of the Obligated Group in accordance with its terms.

4. Counterparts.

This Amendment may be executed by the parties hereto individually, or in any combination of the parties hereto in several counterparts, all of which taken together shall constitute one and the same Amendment.

5. Ratification and Acknowledgment.

All of the representations, warranties, provisions, covenants, terms and conditions of the Existing Agreement not amended herein shall remain unaltered and in full force and effect. The Existing Agreement, as amended hereby, is in all respects agreed to, ratified and confirmed by the Members of the Obligated Group.

6. Reference to and Effect on the Agreement.

Upon the effectiveness of this Amendment, each reference in the Existing Agreement and in other documents describing or referencing the Existing Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import referring to the Existing Agreement, shall mean and be a reference to the Existing Agreement, as amended hereby.

7. Fees and Expenses.

The Obligated Group shall reimburse the Bank upon demand for all reasonable costs, fees and expenses in the preparation, negotiation and implementation of this Amendment and all related documentation including, without limitation, the Bank's reasonable attorneys' fees and disbursements related to the preceding activities.

Dated as of the date set forth in the second Whereas clause above.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

HOSPITAL SISTERS SERVICES, INC.

[REDACTED]

ST. ELIZABETH'S HOSPITAL OF THE HOSPITAL  
SISTERS OF THE THIRD ORDER OF ST. FRANCIS  
ST. JOSEPH'S HOSPITAL, BREESE, OF THE HOSPITAL  
SISTERS OF THE THIRD ORDER OF ST. FRANCIS  
ST. MARY'S HOSPITAL, DECATUR, OF THE HOSPITAL  
SISTERS OF THE THIRD ORDER OF ST. FRANCIS  
ST. ANTHONY'S MEMORIAL HOSPITAL OF THE  
HOSPITAL SISTERS OF THE THIRD ORDER OF ST.  
FRANCIS  
ST. JOSEPH'S HOSPITAL OF THE HOSPITAL SISTERS  
OF THE THIRD ORDER OF ST. FRANCIS  
ST. FRANCIS HOSPITAL OF THE HOSPITAL SISTERS  
OF THE THIRD ORDER OF ST. FRANCIS  
ST. JOHN'S HOSPITAL OF THE HOSPITAL SISTERS OF  
THE THIRD ORDER OF ST. FRANCIS  
ST. MARY'S HOSPITAL, STREATOR, OF THE  
HOSPITAL SISTERS OF THE THIRD ORDER OF ST.  
FRANCIS  
ST. JOSEPH'S HOSPITAL OF THE HOSPITAL SISTERS  
OF THE THIRD ORDER OF ST. FRANCIS  
SACRED HEART HOSPITAL OF THE HOSPITAL  
SISTERS OF THE THIRD ORDER OF ST. FRANCIS  
ST. MARY'S HOSPITAL MEDICAL CENTER OF GREEN  
BAY, INC.  
ST. VINCENT HOSPITAL OF THE HOSPITAL SISTERS  
OF THE THIRD ORDER OF ST. FRANCIS  
ST. NICHOLAS HOSPITAL OF THE HOSPITAL SISTERS  
OF THE THIRD ORDER OF ST. FRANCIS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_