

**IRREVOCABLE TRANSFERABLE DIRECT PAY LETTER OF CREDIT**

April 30, 2008

**\*\*U.S. \$127,672,395\*\***

Credit No. CTCS-603032

Deutsche Bank National Trust Company, as  
Bond Trustee (the "Bond Trustee")  
under the Trust Indenture (the "Bond  
Indenture") dated as of April 1, 2008,  
between the Illinois Finance Authority  
and the Bond Trustee  
222 S. Riverside Plaza, 25<sup>th</sup> Floor,  
Chicago, Illinois, 60606  
Attention: Trust and Securities Services

Ladies and Gentlemen:

We (the "Bank") hereby establish in your favor as Bond Trustee for the benefit of the holders of the Bonds (as hereinafter defined), our irrevocable transferable direct pay Letter of Credit No. CTCS-603032 for the account of EDWARD HOSPITAL (the "Borrower"). We hereby irrevocably authorize you to draw on us from time to time, from and after the date hereof to and including the earliest to occur of (the "Expiration Date"):

- (i) our close of business on April 29, 2013 (the "Stated Expiration Date"), or
- (ii) our close of business on the date which is five Business Days following our receipt from you of a certificate in the form set forth as Exhibit A-1 hereto,
- (iii) our close of business on the date of our receipt from you of a certificate in the form set forth as Exhibit A-2 hereto, accompanied by the original of this irrevocable transferable direct pay Letter of Credit,
- (iv) the date on which an Acceleration Drawing is honored by us, or
- (v) our close of business on the date which is twenty-five (25) days after your receipt of written notice from J.P. Morgan Chase Bank, N.A. in the form set forth as Exhibit A-3 hereto, specifying the occurrence of an Event of Default under the Letter of Credit and Reimbursement Agreement (the "Letter of Credit Agreement") dated as of April 30, 2008 among the Borrower and us, and directing, at our discretion, either a mandatory tender of the Bonds in accordance with Section 308(f)(ii) of the Bond

Letter of Credit No. CTCS-603032

Date: April 30, 2008

Indenture or an acceleration of the Bonds in accordance with Section 802 of the Bond Indenture,

a maximum aggregate amount not exceeding One Hundred Twenty-Seven Million Six Hundred Seventy-Two Thousand Three Hundred Ninety-Five Dollars (U.S. \$127,672,395) (the "Original Stated Amount"; with such Original Stated Amount, and each amount to which the same may be reduced in accordance herewith, being the "Stated Amount") to pay principal of and accrued interest on, or the purchase price of, the \$56,600,000 outstanding principal amount of Illinois Finance Authority Variable Rate Demand Revenue Refunding Bonds, Series 2008B-1 (Edward Hospital Obligated Group), \$56,600,000 outstanding principal amount of Illinois Finance Authority Variable Rate Demand Revenue Refunding Bonds, Series 2008B-2 (Edward Hospital Obligated Group) and \$13,020,000 outstanding principal amount of Illinois Finance Authority Variable Rate Demand Revenue Refunding Bonds, Series 2008C (Edward Hospital Obligated Group) (collectively, the "Bonds"), which Bonds were issued pursuant to the Bond Indenture, in accordance with the terms hereof (said U.S. \$127,672,395 having been initially calculated to be equal to U.S. \$126,220,000, the principal amount of the Bonds outstanding as of the date hereof, plus U.S. \$1,452,395, which is thirty-five (35) days' accrued interest on said principal amount of the Bonds calculated at an interest rate of twelve percent (12%) per annum calculated on the basis of actual days elapsed in a year of three hundred sixty five/six (365/366) days); provided that no drawings shall be made under this Letter of Credit for any payment of any amount arising, directly or indirectly, under, pursuant to or in connection with any Bond which is (A) Custody Bonds (as defined in the Letter of Credit Agreement) or (B) held by or on behalf of the Member or any Affiliate of any Member or (C) a Bond bearing interest at a rate of interest other than at a Daily Interest Rate or a Weekly Interest Rate (each of (A), (B) and (C), an "Ineligible Bond").

Funds under this Letter of Credit are available to the Bond Trustee against the Bond Trustee's presentation of the following certificates which shall be made by telecopier at (312) 954-6163 or alternately to (312) 954-5986, Attention: Standby Letter of Credit Unit, without further need of documentation, including the original of this Letter of Credit, it being understood that each payment document so submitted is to be the sole operative instrument of drawing. You shall use your best efforts to give telephonic notice of a drawing to the Bank at: (312) 954-1922 or alternately to 1-800-634-1969, Option 1 on the Business Day preceding the day of such drawing (but such notice shall not be a condition to drawing hereunder and you shall have no liability for not doing so) or at any other office or offices or number or numbers which may be designated by the Bank by written notice delivered to the Bond Trustee. Each demand for payment under this Letter of Credit shall be made under a drawing certificate:

- (i) a certificate in the form attached as Exhibit B hereto to pay accrued interest on the Bonds as provided for under Section 313(a) of the Bond Indenture (an "Interest Drawing").

Letter of Credit No. CTCS-603032

Date: April 30, 2008

(ii) a certificate in the form attached as Exhibit C hereto to pay the principal amount of and, in the event the redemption date does not coincide with the regularly scheduled interest payment date for the Bonds, accrued interest on the Bonds in respect of any redemption of the Bonds, as provided for in Section 313(b) of the Bond Indenture (a "Redemption Drawing").

(iii) a certificate in the form attached as Exhibit D hereto, to pay the tender price of Bonds for which you have received a notice from the Remarketing Agent of a nonremarketing, or for which you have not timely received actual remarketing proceeds on the Optional Tender Date or Mandatory Tender Date (as such terms are defined in the Letter of Credit Agreement), as the case may be, as provided for in Section 313(c) of the Bond Indenture (a "Liquidity Drawing"),

(iv) a certificate in the form attached as Exhibit E hereto, to pay the principal of and accrued interest in respect of any Bonds the payment of which has been accelerated pursuant to Section 802 of the Bond Indenture (an "Acceleration Drawing"), or

(v) a certificate in the form attached as Exhibit F hereto to pay the principal amount of the Bonds on the date specified in such Bonds as the date on which the principal of such Bonds is due and payable, as provided for under Section 313(b) of the Bond Indenture (a "Stated Maturity Drawing");

each such certificate to state therein that it is given by your duly authorized officer and dated the date such certificate is presented hereunder.

We agree to honor and pay the amount of any Interest, Redemption, Liquidity, Acceleration or Stated Maturity Drawing if presented in compliance with all of the terms of this Letter of Credit. If such drawing, other than a Liquidity Drawing, is presented prior to 2:30 p.m., prevailing New York City time, on a Business Day, payment shall be made to the account number or address designated by you of the amount specified, in immediately available funds, by 11:00 a.m., prevailing New York City Time, on the following Business Day. If any such drawing, other than a Liquidity Drawing, is presented at or after 2:30 p.m., prevailing New York City time, on a Business Day, payment shall be made to the account number or address designated by you of the amount specified, in immediately available funds, by 11:00 a.m., prevailing New York City time, on the second succeeding Business Day. If a Liquidity Drawing is presented at or prior to 12:45 p.m., prevailing New York City time, on a Business Day,

Letter of Credit No. CTCS-603032

Date: April 30, 2008

payment shall be made to the account number or address designated by you of the amount specified, in immediately available funds, by 2:45 p.m., prevailing New York City time, on the same Business Day. If a Liquidity Drawing is presented after 12:45 p.m., prevailing New York City time, payment shall be made to the account number or address designated by you of the amount specified, in immediately available funds, by 11:00 a.m., prevailing New York City time, on the following Business Day. "Business Day" means a day which is not (a) a Saturday or Sunday, (b) a legal holiday on which banking institutions in the State of Illinois or the State of New York are authorized by law to close, (c) a legal holiday on which banks located in the cities in which the designated corporate trust offices of the Bond Trustee or the principal offices of the Tender Agent or Remarketing Agent are located or (d) a day on which the New York Stock Exchange is closed.

The "Stated Amount" of this Letter of Credit shall be automatically and permanently reduced from time to time as of the next Business Day following the date of our receipt of a certificate of the Bond Trustee in the form of Exhibit G hereto (appropriately completed) (a "Reduction Certificate") to the amount specified in such certificate as the amount to which the Stated Amount is to be so reduced. Upon our receipt of such Reduction Certificate, we will deliver to you an amendment to this Letter of Credit substantially in the form of Exhibit H hereto (appropriately completed) to reflect any such reduction, or alternately may deliver to you a substitute letter of credit in exchange for this Letter of Credit. If we deliver to you such a substitute letter of credit, you shall simultaneously surrender to us for cancellation the Letter of Credit then in your possession.

Upon receipt by us of a Certificate of the Bond Trustee in the form of Exhibit C to the Letter of Credit in connection with a Redemption Drawing, the Bank will automatically and permanently reduce the Stated Amount by the amount (if any) specified in such certificate as a decline in the amount of necessary excess interest coverage resulting from the partial redemption of Bonds effected through such Redemption Drawing (and taking into account the non-reinstatement, as described in the second succeeding paragraph, of that portion of any Interest Drawing which may have been effected to pay interest on Bonds being redeemed through such Redemption Drawing).

The amount available to be drawn hereunder at any particular time (the "Available Amount" of this Letter of Credit) shall be the Stated Amount from time to time (i) less the amount of all reductions (as provided for below) pursuant to Interest, Redemption, Liquidity, Acceleration or Stated Maturity Drawings occurring since the later of the date hereof and the effective date of the last reduction in the Stated Amount, (ii) plus the amount of all reinstatements as below provided, likewise occurring since the later of the date hereof and the effective date of the last reduction in the Stated Amount.

Letter of Credit No. CTCS-603032

Date: April 30, 2008

The Available Amount of this Letter of Credit will be reduced automatically by the amount of any drawing hereunder; provided, however, that the amount of any Interest Drawing hereunder shall be automatically reinstated effective on the date of such drawing; and provided further, however, that the portion of any Interest Drawing (as indicated on the related certificate in the form of Exhibit B) made to pay interest on Bonds being concurrently redeemed through a Redemption Drawing shall not be so reinstated. Also, to the extent the Available Amount is reduced as contemplated in the preceding sentence due to payment by us of a Liquidity Drawing, the Available Amount will be automatically reinstated, concurrently with the receipt by the Bank, or the Bond Trustee on behalf of the Bank, of the purchase price of Bonds (or portions thereof) previously purchased with the proceeds of a Liquidity Drawing, and which have been remarketed pursuant to the Bond Indenture as specified in a certificate in form of Exhibit K hereto, such reinstatement to be in an amount equal to the Original Purchase Price of such Bonds (or portions thereof) as have been remarketed. "Original Purchase Price" shall mean the principal amount of any Bond purchased with the proceeds of a Liquidity Drawing plus the amount of accrued interest thereon paid upon the purchase of such Bond with the proceeds of any such drawing.

Prior to the Expiration Date, we may (but are not obligated to) extend the Stated Expiration Date from time to time at the request of the Borrower by delivering to you an amendment to this Letter of Credit in the form of Exhibit J hereto designating the date to which the Stated Expiration Date is being extended. Each such extension of the Stated Expiration Date shall become effective on the Business Day following delivery of such notice to you, and thereafter all references in this Letter of Credit to the Stated Expiration Date shall be deemed to be references to the date designated as such in such notice. Any date to which the Stated Expiration Date has been extended as herein provided may itself be extended in a like manner.

Upon the Expiration Date this Letter of Credit shall automatically terminate, and you agree to promptly deliver the same to the Bank for cancellation. Failure to deliver said Letter of Credit will have no effect on such termination, and the Letter of Credit will still be considered terminated on the Effective Date.

This Letter of Credit is transferable to any transferee who has succeeded you as Trustee under the Bond Indenture, and may be successively transferred. Any transfer request must be affected by presenting to us the attached form of Exhibit E hereto signed by the transferor and the transferee together with the original of this Letter of Credit. Transfers to designated foreign nationals and/or specially designated nationals are not permitted as being contrary to the U.S. Treasury Department or Foreign Assets Control Regulations. Upon our endorsement of such transfer, the transferee instead of the transferor shall, without the necessity of further action, be entitled to all the benefits of and rights under this Letter of Credit in the transferor's place; provided that, in such case, any certificates of the Bond Trustee to be provided

Letter of Credit No. CTCS-603032

Date: April 30, 2008

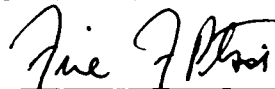
hereunder shall be signed by one who states therein that he is a duly authorized officer or agent of the transferee.

Communications with respect to this Letter of Credit shall be addressed to us at JPMorgan Chase Bank, N.A., 300 South Riverside Plaza, Mail Code IL1-0236, Chicago, IL 60606-0236, Attention: Standby Letter of Credit Unit, specifically referring to the number of this Letter of Credit. For telephone assistance, please contact the Standby Client Service Unit at 1-800-634-1969, select Option 1, and have this Letter of Credit number available. Any communication to the Bank which is made by telecopier as permitted hereby shall be immediately confirmed in writing delivered to the Bank at the address of the Bank set forth above, provided that failure to provide such written confirmation shall not affect the validity of such notice by telecopier.

This Letter of Credit shall be governed by the International Standby Practice 1998, International Chamber of Commerce Publication No. 590 (the "ISP98") and, to the extent not governed by the ISP, by the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois.

All payments made by us hereunder shall be made from our own funds; in no event shall such payment be made with funds obtained from the Borrower.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified or amended by reference to any other document whatsoever.

**JPMORGAN CHASE BANK, N.A.**By: 

Name: Fiore F. Petrassi

Title: Vice President

EXHIBIT A-1  
to  
JPMORGAN CHASE BANK, N.A.  
LETTER OF CREDIT  
No. CTCS-603032

NOTICE OF TERMINATION

JPMorgan Chase Bank, N.A.  
Mail Code IL1-0236  
300 South Riverside Plaza  
Chicago, Illinois 60606  
Attention: Evelyn Abbasi, Asst. Vice President  
Telephone: 800-634-1969  
Facsimile: 312-954-5986

with a copy to:

JPMorgan Chase Bank, N.A.  
Mail Code IL1-1228  
10 South Dearborn Street, 36<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Nicholas J. Watts, Vice President  
Telephone: 312-732-6891  
Facsimile: 312-732-7005

Dear Sirs:

Reference is hereby made to that certain Irrevocable Transferable Direct Pay Letter of Credit No. CTCS-603032 dated April 30, 2008 (the "Letter of Credit"), which has been established in favor of EDWARD HOSPITAL

The undersigned hereby certifies and confirms that [no Bonds (as defined in the Letter of Credit) remain Outstanding within the meaning of the Bond Indenture (as defined in said Letter of Credit)] [all drawings required to be made under the Bond Indenture and available under the Letter of Credit have been made and honored] [all of the outstanding Bonds were converted to Bonds bearing interest at a rate other than the Daily Interest Rate or the Weekly Interest Rate] [an Alternate Credit Facility (as such term is defined in the Letter of Credit and Reimbursement Agreement (the "Remarketing Agreement")) pursuant to which the Letter of Credit was issued) has been delivered to the Bond Trustee to replace the Letter of Credit in accordance with the Bond Indenture] [a Self-Liquidity Arrangement (as such term is defined in the Remarketing Agreement)]<sup>1</sup> and, accordingly, said Letter of Credit shall be terminated in accordance with its terms.

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<sup>1</sup> insert appropriate statement

EXHIBIT A-1  
to  
JPMORGAN CHASE BANK, N.A.  
LETTER OF CREDIT  
No. CTCS-603032

\_\_\_\_\_  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]



EXHIBIT A-2  
to  
JPMORGAN CHASE BANK, N.A.  
LETTER OF CREDIT  
No. CTCS-603032

NOTICE OF TERMINATION

JPMorgan Chase Bank, N.A.  
Mail Code IL1-0236  
300 South Riverside Plaza  
Chicago, Illinois 60606  
Attention: Evelyn Abbasi, Asst. Vice President  
Telephone: 800-634-1969  
Facsimile: 312-954-5986

with a copy to:

JPMorgan Chase Bank, N.A.  
Mail Code IL1-1228  
10 South Dearborn Street, 36<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Nicholas J. Watts, Vice President  
Telephone: 312-732-6891  
Facsimile: 312-732-7005

Dear Sirs:

Reference is hereby made to that certain Irrevocable Transferable Direct Pay Letter of Credit No. CTCS-603032 dated April 30, 2008 (the "Letter of Credit"), which has been established in favor of EDWARD HOSPITAL.

The undersigned hereby certifies and confirms that the Bond Trustee is required to terminate the Letter of Credit in accordance with the terms of the Bond Indenture and, accordingly, said Letter of Credit shall be terminated in accordance with its terms.

\_\_\_\_\_  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

EXHIBIT A-3  
to  
JPMORGAN CHASE BANK, N.A.  
LETTER OF CREDIT  
No. CTCS-603032

NOTICE OF EVENT OF DEFAULT

[Bond Trustee]

Attention: [\_\_\_\_\_]

Ladies and Gentlemen:

Reference is hereby made to that certain Irrevocable Transferable Letter of Credit No. CTCS-603032 dated April 30, 2008 (the "**Letter of Credit**"), established by the Bank (as defined in the Letter of Credit) in your favor as Bond Trustee under the Bond Indenture. We hereby notify you that an Event of Default under the terms of that certain Letter of Credit and Reimbursement Agreement dated as of April 30, 2008, between Edward Hospital and the Bank has occurred, and the Letter of Credit shall not be reinstated following an Interest Drawing.

We hereby direct you to cause, [a mandatory tender of the Bonds in accordance with Section 308(f)(ii) of the Bond Indenture] [an acceleration of the Bonds in accordance with Section 802 of the Bond Indenture.]

All capitalized terms used herein and not otherwise defined herein shall have the same meanings herein as in the Letter of Credit.

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT B  
to  
JPMORGAN CHASE BANK, N.A.  
LETTER OF CREDIT  
No. CTCS-603032

INTEREST DRAWING CERTIFICATE

JPMorgan Chase Bank, N.A.  
Mail Code IL1-0236  
300 South Riverside Plaza  
Chicago, Illinois 60606  
Attention: Evelyn Abbasi, Asst. Vice President  
Telephone: 800-634-1969  
Facsimile: 312-954-5986

with a copy to:

JPMorgan Chase Bank, N.A.  
Mail Code IL1-1228  
10 South Dearborn Street, 36<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Nicholas J. Watts, Vice President  
Telephone: 312-732-6891  
Facsimile: 312-732-7005

The undersigned individual, a duly authorized officer of \_\_\_\_\_ (the "Beneficiary"), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Direct Pay Letter of Credit No. CTCS-603032 dated April 30, 2008 (the "Letter of Credit"), issued by JPMorgan Chase Bank, N.A. in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Bond Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Bond Trustee under the Bond Indenture.
2. The Beneficiary is entitled to make this drawing in the amount of \$ \_\_\_\_\_ under the Letter of Credit pursuant to the Bond Indenture with respect to the payment of interest due on all Bonds outstanding on the Interest Payment Date occurring on [insert applicable date] (the "Payment Date") other than Custody Bonds (as such term is defined in the Letter of Credit), of which amount \$ \_\_\_\_\_ is applicable to interest on the Series 2008B-1 Bonds, \$ \_\_\_\_\_ is applicable to interest on the Series 2008B-2 Bonds and \$ \_\_\_\_\_ is applicable to interest on the Series 2008C Bonds (each as described in the Letter of Credit).

3. The amount of the drawing is equal to the amount required to be drawn by the Beneficiary pursuant to Section 313(a) of the Bond Indenture.

4. The amount of the drawing made by this Certificate was computed in compliance with the terms of the Bond Indenture and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount of the Letter of Credit as presently in effect.

5. \$\_\_\_\_\_ of the amount of the drawing made by this Certificate is to be applied to the payment of interest due on a portion of the outstanding Bonds being redeemed pursuant to a concurrent Redemption Drawing, the redemption date of which coincides with the Interest Payment Date referred to in paragraph (2) above, of which amount \$\_\_\_\_\_ is applicable to interest on the Series 2008B-1 Bonds, \$\_\_\_\_\_ is applicable to interest on the Series 2008B-2 Bonds and \$\_\_\_\_\_ is applicable to interest on the Series 2008C Bonds (each as described in the Letter of Credit). [To be included in Certificate only if applicable in the circumstances described.]

6. The amount hereby demanded will not be applied to any payment in respect of Ineligible Bonds (as such term is defined in the Letter of Credit).

IN WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

EXHIBIT C  
to  
JPMORGAN CHASE BANK, N.A.  
LETTER OF CREDIT  
No. CTCS-603032

REDEMPTION DRAWING CERTIFICATE

JPMorgan Chase Bank, N.A.  
Mail Code IL1-0236  
300 South Riverside Plaza  
Chicago, Illinois 60606  
Attention: Evelyn Abbasi, Asst. Vice President  
Telephone: 800-634-1969  
Facsimile: 312-954-5986

with a copy to:

JPMorgan Chase Bank, N.A.  
Mail Code IL1-1228  
10 South Dearborn Street, 36<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Nicholas J. Watts, Vice President  
Telephone: 312-732-6891  
Facsimile: 312-732-7005

The undersigned individual, a duly authorized officer of \_\_\_\_\_ (the "Beneficiary"), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Direct Pay Letter of Credit No. CTCS-603032 dated April 30, 2008 (the "Letter of Credit"), issued by JPMorgan Chase Bank, N.A. in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Bond Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Bond Trustee under the Bond Indenture.
2. The Beneficiary is entitled to make this drawing in the amount of \$ \_\_\_\_\_ under the Letter of Credit pursuant to Section 303 of the Bond Indenture.
3. (a) The amount of this drawing is equal to (i) the principal amount of Bonds other than Ineligible Bonds (as such term is defined in the Letter of Credit) to be redeemed by the Borrower pursuant to Section 313(b) of the Bond Indenture on [insert applicable date] (the "Redemption Date"), plus (ii) in the event such redemption date does not coincide with a regularly scheduled Interest Payment Date, interest accrued on such Bonds from

the immediately preceding Interest Payment Date (as defined in the Bond Indenture) to the Redemption Date.

(b) Of the amount stated in paragraph 2 above:

(i) \$\_\_\_\_\_ is demanded in respect of the principal amount of the Bonds referred to in subparagraph (a) above, of which amount \$\_\_\_\_\_ is applicable to principal on the Series 2008B-1 Bonds, \$\_\_\_\_\_ is applicable to principal on the Series 2008B-2 Bonds and \$\_\_\_\_\_ is applicable to principal on the Series 2008C Bonds (each as described in the Letter of Credit); and

(ii) \$\_\_\_\_\_ is demanded in respect of accrued interest on such Bonds, of which amount \$\_\_\_\_\_ is applicable to interest on the Series 2008B-1 Bonds, \$\_\_\_\_\_ is applicable to interest on the Series 2008B-2 Bonds and \$\_\_\_\_\_ is applicable to interest on the Series 2008C Bonds (each as described in the Letter of Credit).

4. The amount of the drawing made by this Certificate was computed in compliance with the terms and conditions of the Bond Indenture and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount of the Letter of Credit.

5. The Bank is hereby instructed following the honor of this drawing, and in accordance with the terms of the Letter of Credit, to reduce the amount otherwise available for drawing under the Letter of Credit by \$\_\_\_\_\_ [insert applicable amount] which amount represents the amount of excess interest coverage under the Letter of Credit (computed in respect of the outstanding principal amount of the Bonds at an assumed interest rate of ten percent (12%) per annum for a period of 35 days) no longer necessary as a result of the redemption of Bonds with the proceeds of the drawing made by this Certificate, and, if applicable, taking into account any permanent reduction in the Available Amount occasioned by the payment of accrued interest on such redeemed Bonds through an Interest Drawing (as defined in the Letter of Credit) and not through the drawing effected by this Certificate.

In WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

EXHIBIT D  
to  
JPMORGAN CHASE BANK, N.A.  
LETTER OF CREDIT  
No. CTCS-603032

LIQUIDITY DRAWING CERTIFICATE

JPMorgan Chase Bank, N.A.  
Mail Code IL1-0236  
300 South Riverside Plaza  
Chicago, Illinois 60606  
Attention: Evelyn Abbasi, Asst. Vice President  
Telephone: 800-634-1969  
Facsimile: 312-954-5986

with a copy to:

JPMorgan Chase Bank, N.A.  
Mail Code IL1-1228  
10 South Dearborn Street, 36<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Nicholas J. Watts, Vice President  
Telephone: 312-732-6891  
Facsimile: 312-732-7005

The undersigned individual, a duly authorized officer of \_\_\_\_\_ (the "Beneficiary"), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Direct Pay Letter of Credit No. CTCS-603032 dated April 30, 2008 (the "Letter of Credit"), issued by JPMorgan Chase Bank, N.A. in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Bond Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Bond Trustee under the Bond Indenture.
2. The Beneficiary is entitled to make this drawing under the Letter of Credit in the amount of \$\_\_\_\_\_ with respect to Bonds tendered pursuant to Section 313 (c) of the Bond Indenture, remarketing proceeds for which were not timely received by the Bond Trustee on [insert applicable date] (the "Purchase Date").
3. (a) The amount of the drawing is equal to (i) the principal amount of Bonds, other than Ineligible Bonds (as such term is defined in the Letter of Credit), for which the Bond Trustee has not timely received actual remarketing proceeds on the Purchase Date as provided for in Section 308(f)(ii) of the Bond Indenture, plus (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date to the Purchase Date.

(b) Of the amount stated in paragraph 2. above:

(i) \$\_\_\_\_\_ is demanded in respect of the principal portion of the purchase price of the Bonds referred to in paragraph 2. above, of which amount \$\_\_\_\_\_ is applicable to principal on the Series 2008B-1 Bonds, \$\_\_\_\_\_ is applicable to principal on the Series 2008B-2 Bonds and \$\_\_\_\_\_ is applicable to principal on the Series 2008C Bonds (each as described in the Letter of Credit); and

(ii) \$\_\_\_\_\_ is demanded in respect of payment of the interest portion of the purchase price of such Bonds, of which amount \$\_\_\_\_\_ is applicable to interest on the Series 2008B-1 Bonds, \$\_\_\_\_\_ is applicable to interest on the Series 2008B-2 Bonds and \$\_\_\_\_\_ is applicable to interest on the Series 2008C Bonds (each as described in the Letter of Credit).

4. The amount of the drawing made by this Certificate was computed in compliance with the terms and conditions of the Bond Indenture and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount of the Letter of Credit as presently in effect.

5. The Beneficiary will register or cause to be registered in the name of the Borrower or the Bond Trustee, but with the Bank registered as pledgee, upon payment of the amount drawn hereunder, Bonds in the principal amount of the Bonds being purchased with the amounts drawn hereunder and will deliver such Bonds to the Custodian (as defined in the Letter of Credit Agreement defined in the Letter of Credit); provided, however, if The Depository Trust Company or its nominee, or a similar securities depository, is the registered owner of all Bonds, the Beneficiary acknowledges that it will cause the security interest of the Bank to be recorded by such depository on its books or, if the Beneficiary is a participant with respect to such depository, on its own books.

In WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]



EXHIBIT E  
to  
JPMORGAN CHASE BANK, N.A.  
LETTER OF CREDIT  
No. CTCS-603032

ACCELERATION DRAWING CERTIFICATE

JPMorgan Chase Bank, N.A.  
Mail Code IL1-0236  
300 South Riverside Plaza  
Chicago, Illinois 60606  
Attention: Evelyn Abbasi, Asst. Vice President  
Telephone: 800-634-1969  
Facsimile: 312-954-5986

with a copy to:

JPMorgan Chase Bank, N.A.  
Mail Code IL1-1228  
10 South Dearborn Street, 36<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Nicholas J. Watts, Vice President  
Telephone: 312-732-6891  
Facsimile: 312-732-7005

The undersigned individual, a duly authorized officer of \_\_\_\_\_ (the "Beneficiary"), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Direct Pay Letter of Credit No. CTCS-603032 dated April 30, 2008 (the "Letter of Credit"), issued by JPMorgan Chase Bank, N.A. in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Bond Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Bond Trustee under the Bond Indenture.

2. An Event of Default has occurred under subsection [insert subsection] of the Bond Indenture, and the Bond Trustee has declared the principal of and accrued interest on all Bonds then outstanding immediately due and payable. The Beneficiary is entitled to make this drawing in the amount of \$ \_\_\_\_\_ under the Letter of Credit pursuant to Section 802 of the Bond Indenture.

3. (a) The amount of this drawing is equal to (i) the principal amount of Bonds, other than Ineligible Bonds (as such term is defined in the Letter of Credit), outstanding on [insert date of acceleration] (the "Acceleration Date") plus (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date to the Acceleration Date.

(b) Of the amount stated in paragraph 2 above:

(i) \$ \_\_\_\_\_ is demanded in respect of the principal of the Bonds referred to in subparagraph (a) above, of which amount \$ \_\_\_\_\_ is applicable to principal on the Series 2008B-1 Bonds, \$ \_\_\_\_\_ is applicable to principal on the Series 2008B-2 Bonds and \$ \_\_\_\_\_ is applicable to principal on the Series 2008C Bonds (each as described in the Letter of Credit); and

(ii) \$ \_\_\_\_\_ is demanded in respect of accrued interest on such Bonds, of which amount \$ \_\_\_\_\_ is applicable to interest on the Series 2008B-1 Bonds, \$ \_\_\_\_\_ is applicable to interest on the Series 2008B-2 Bonds and \$ \_\_\_\_\_ is applicable to interest on the Series 2008C Bonds (each as described in the Letter of Credit).

4. The amount of the drawing made by this Certificate was computed in compliance with the terms and conditions of the Bond Indenture and does not exceed the Available Amount of the Letter of Credit.

In WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

EXHIBIT F  
to  
JPMORGAN CHASE BANK, N.A.  
LETTER OF CREDIT  
No. CTCS-603032

STATED MATURITY DRAWING CERTIFICATE

JPMorgan Chase Bank, N.A.  
Mail Code IL1-0236  
300 South Riverside Plaza  
Chicago, Illinois 60606  
Attention: Evelyn Abbasi, Asst. Vice President  
Telephone: 800-634-1969  
Facsimile: 312-954-5986

with a copy to:

JPMorgan Chase Bank, N.A.  
Mail Code IL1-1228  
10 South Dearborn Street, 36<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Nicholas J. Watts, Vice President  
Telephone: 312-732-6891  
Facsimile: 312-732-7005

The undersigned individual, a duly authorized officer of \_\_\_\_\_ (the "Beneficiary"), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Direct Pay Letter of Credit No. CTCS-603032 dated April 30, 2008 (the "Letter of Credit"), issued by JPMorgan Chase Bank, N.A. in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Bond Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Bond Trustee under the Bond Indenture.
2. The Beneficiary is entitled to make this drawing in the amount of \$\_\_\_\_\_ under the Letter of Credit pursuant to Section 313(b) of the Bond Indenture, of which amount \$\_\_\_\_\_ is applicable to principal on the Series 2008B-1 Bonds, \$\_\_\_\_\_ is applicable to principal on the Series 2008B-2 Bonds and \$\_\_\_\_\_ is applicable to principal on the Series 2008C Bonds (each as described in the Letter of Credit). The amount of this drawing is equal to the principal amount of Bonds with a Stated Maturity (as such term is defined in the Letter of Credit Agreement) on [insert date], other than Ineligible Bonds (as such term is defined in the Letter of Credit).
3. The amount of the drawing made by this Certificate was computed in compliance with the terms and conditions of the Bond Indenture and, when added to the amount

of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount of the Letter of Credit.

In WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

EXHIBIT G  
to  
JPMORGAN CHASE BANK, N.A.  
LETTER OF CREDIT  
No. CTCS-603032

REDUCTION CERTIFICATE

JPMorgan Chase Bank, N.A.  
Mail Code IL1-0236  
300 South Riverside Plaza  
Chicago, Illinois 60606  
Attention: Evelyn Abbasi, Asst. Vice President  
Telephone: 800-634-1969  
Facsimile: 312-954-5986

with a copy to:

JPMorgan Chase Bank, N.A.  
Mail Code IL1-1228  
10 South Dearborn Street, 36<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Nicholas J. Watts, Vice President  
Telephone: 312-732-6891  
Facsimile: 312-732-7005

The undersigned individual, a duly authorized officer of \_\_\_\_\_ (the "Beneficiary"), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Direct Pay Letter of Credit No. CTCS-603032 dated April 30, 2008 (the "Letter of Credit"), issued by JPMorgan Chase Bank, N.A. in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Bond Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Bond Trustee under the Bond Indenture.
2. Upon receipt by the Bank of this Certificate, the Stated Amount (as defined in the Letter of Credit) shall be reduced by \$ \_\_\_\_\_, and the Stated Amount shall thereupon equal \$ \_\_\_\_\_, of which amount \$ \_\_\_\_\_ is applicable to principal on the Series 2008B-1 Bonds, \$ \_\_\_\_\_ is applicable to principal on the Series 2008B-2 Bonds and \$ \_\_\_\_\_ is applicable to principal on the Series 2008C Bonds (each as described in the Letter of Credit), and of which amount \$ \_\_\_\_\_ is applicable to interest on the Series 2008B-1 Bonds, \$ \_\_\_\_\_ is applicable to interest on the Series 2008B-2 Bonds and \$ \_\_\_\_\_ is applicable to interest on the Series 2008C Bonds (each as described in the Letter of Credit), all in accordance with the provisions of the Bond Indenture.

In WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

EXHIBIT H  
to  
JPMORGAN CHASE BANK, N.A.  
LETTER OF CREDIT  
No. CTCS-603032

NOTICE OF AMENDMENT

[Bond Trustee]

Attention: [\_\_\_\_\_]

Dear Sirs:

Reference is hereby made to that certain Irrevocable Transferable Direct Pay Letter of Credit No. CTCS-603032 dated April 30, 2008 (the "Letter of Credit"), established by us in your favor as Beneficiary. We hereby notify you that, in accordance with the terms of the Letter of Credit and that certain Letter of Credit and Reimbursement Agreement dated as of April 30, 2008 between us and EDWARD HOSPITAL, the Stated Amount of the Letter of Credit has been reduced to \$\_\_\_\_\_, of which amount \$\_\_\_\_\_ is applicable to principal on the Series 2008B-1 Bonds, \$\_\_\_\_\_ is applicable to principal on the Series 2008B-2 Bonds and \$\_\_\_\_\_ is applicable to principal on the Series 2008C Bonds (each as described in the Letter of Credit), and of which amount \$\_\_\_\_\_ is applicable to interest on the Series 2008B-1 Bonds, \$\_\_\_\_\_ is applicable to interest on the Series 2008B-2 Bonds and \$\_\_\_\_\_ is applicable to interest on the Series 2008C Bonds (each as described in the Letter of Credit).

This letter should be attached to the Letter of Credit and made a part thereof.

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
[Title of Authorized Officer]

EXHIBIT I  
to  
JPMORGAN CHASE BANK, N.A.  
LETTER OF CREDIT  
No. CTCS-603032

REQUEST FOR TRANSFER

JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza  
Mail Code IL.1-0236  
Chicago, IL 60606-0236

Date: \_\_\_\_\_

Attn: Standby Letter of Credit Unit

Re: JPMorgan Chase Bank, N.A. Irrevocable Standby Letter of Credit No. \_\_\_\_\_

We, the undersigned "Transferor", hereby irrevocably transfer all of our rights to draw under the above referenced Letter of Credit ("Credit") in its entirety to:

NAME OF TRANSFEREE

\_\_\_\_\_  
(Print Name and complete address of the Transferee) "Transferee"

ADDRESS OF TRANSFEREE

\_\_\_\_\_

CITY, STATE/COUNTRY ZIP

\_\_\_\_\_

In accordance with ISP98, Rule 6, regarding transfer of drawing rights, all rights of the undersigned Transferor in such Credit are transferred to the Transferee, who shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the Transferee without necessity of any consent of or notice to the undersigned Transferor.

The original Credit, including amendments to this date, is attached and the undersigned Transferor requests that you endorse an acknowledgment of this transfer on the reverse thereof. The undersigned Transferor requests that you notify the Transferee of this Credit in such form and manner as you deem appropriate, and the terms and conditions of the Credit as transferred. The undersigned Transferor acknowledges that you incur no obligation hereunder and that the transfer shall not be effective until you have expressly consented to effect the transfer by notice to the Transferee.

If you agree to these instructions, please advise the Transferee of the terms and conditions of this transferred Credit and these instructions.

Payment of transfer fee of U.S. \$ \_\_\_\_\_ is for the account of the Borrower who agrees to pay you on demand any expense or cost you may incur in connection with the transfer. Receipt of such shall not constitute consent by you to effect the transfer.

Transferor represents and warrants to Transferring Bank that (i) our execution, delivery, and performance of this request to Transfer (a) are within our powers (b) have been duly authorized (c) constitute our legal, valid, binding and enforceable obligation (d) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting us or any of our properties (e) do not require any notice, filing or other action to, with, or by any governmental authority (f) the enclosed Credit is original and complete, (g) there is no outstanding demand or request for payment or transfer under the Credit affecting the rights to be transferred, (h) the Transferee's name and address are correct and complete and the Transferee's use of the Credit as transferred and the transactions underlying the Credit and the requested Transfer do not violate any applicable United States or other law, rule or regulation.

The Effective Date shall be the date hereafter on which Transferring Bank effects the requested transfer by acknowledging this request and giving notice thereof to Transferee.



WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

This Request is made subject to ISP98 and is subject to and shall be governed by Article 5 of the Uniform Commercial Code of the State of Illinois, without regard to principles of conflict of laws.

Sincerely yours,

\_\_\_\_\_  
(Print Name of Transferor)

\_\_\_\_\_  
(Transferor's Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signers Name and Title)

\_\_\_\_\_  
(Telephone Number/Fax Number)

**SIGNATURE GUARANTEED**

Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement. We attest that the individual, company or entity has been identified by us in compliance with USA PATRIOT Act procedures of our bank.

\_\_\_\_\_  
(Print Name of Bank)

\_\_\_\_\_  
(Address of Bank)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Print Name and Title of Authorized Signer)

\_\_\_\_\_  
(Authorized Signature)

Acknowledged:

\_\_\_\_\_  
(Print Name of Transferee)

\_\_\_\_\_  
(Transferee's Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signers Name and Title)

\_\_\_\_\_  
(Telephone Number/Fax Number)

**SIGNATURE GUARANTEED**

Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement. We attest that the individual, company or entity has been identified by us in compliance with USA PATRIOT Act procedures of our bank.

\_\_\_\_\_  
(Print Name of Bank)

\_\_\_\_\_  
(Address of Bank)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Print Name and Title of Authorized Signer)

\_\_\_\_\_  
(Authorized Signature)

EXHIBIT J  
to  
JPMORGAN CHASE BANK, N.A.  
LETTER OF CREDIT  
No. CTCS-603032

NOTICE OF EXTENSION AMENDMENT

[Bond Trustee]

Attention: [\_\_\_\_\_]

Dear Sirs:

Reference is hereby made to that certain Irrevocable Transferable Direct Pay Letter of Credit No. CTCS-603032 dated April 30, 2008 (the "Letter of Credit"), established by us in your favor as Beneficiary. We hereby notify you that, in accordance with the terms of the Letter of Credit and that certain Letter of Credit and Reimbursement Agreement dated as of April 30, 2008 between us and EDWARD HOSPITAL, the Stated Expiration Date of the Letter of Credit has been extended to \_\_\_\_\_, \_\_\_\_\_.

This letter should be attached to the Letter of Credit and made a part thereof.

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
[Title of Authorized Officer]

EXHIBIT J  
to  
JPMORGAN CHASE BANK, N.A.  
LETTER OF CREDIT  
No. CTCS-603032

REINSTATEMENT CERTIFICATE

JPMorgan Chase Bank, N.A.  
Mail Code IL1-0236  
300 South Riverside Plaza  
Chicago, Illinois 60606  
Attention: Evelyn Abbasi, Asst. Vice President  
Telephone: 800-634-1969  
Facsimile: 312-954-5986

with a copy to:

JPMorgan Chase Bank, N.A.  
Mail Code IL1-1228  
10 South Dearborn Street, 36<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Nicholas J. Watts, Vice President  
Telephone: 312-732-6891  
Facsimile: 312-732-7005

The undersigned hereby certifies to JPMorgan Chase Bank, N.A. (the "Bank"), with reference to Irrevocable Transferable Direct Pay Letter of Credit No. CTCS-603032 (the "Letter of Credit") issued by the Bank in favor of the Bond Trustee (as such term and all other terms used herein are defined in the Letter of Credit), that:

1. The undersigned is the Bond Trustee under the Bond Indenture.
2. The Bond Trustee has previously made a Liquidity Drawing under the Letter of Credit on \_\_\_\_\_ in the amount of U.S. \$\_\_\_\_\_ (representing U.S. \$\_\_\_\_\_ of principal and U.S. \$\_\_\_\_\_ of interest) with respect to the purchase price of Bonds which are now held as Custody Bonds under the Bond Indenture.
3. The Bond Trustee has received proceeds from the sale of remarketed Custody Bonds originally purchased with the proceeds of the above described Liquidity Drawing and as of the date hereof holds in the Custody Account established under the Bond Indenture the amount of U.S. \$\_\_\_\_\_ (representing U.S. \$\_\_\_\_\_ of principal, of which amount \$\_\_\_\_\_ is applicable to principal on the Series 2008B-1 Bonds, \$\_\_\_\_\_ is applicable to principal on the Series 2008B-2 Bonds and \$\_\_\_\_\_ is applicable to principal on the Series 2008C Bonds (each as described in the Letter of Credit), and U.S. \$\_\_\_\_\_ of interest), of which amount \$\_\_\_\_\_ is applicable to interest on the Series 2008B-1 Bonds.

\$\_\_\_\_\_ is applicable to interest on the Series 2008B-2 Bonds and \$\_\_\_\_\_ is applicable to interest on the Series 2008C Bonds (each as described in the Letter of Credit)) with respect to the sale of such Custody Bonds.

4. In accordance with the terms of the Letter of Credit, the Bond Trustee deems that the amount available under the Letter of Credit has been automatically reinstated to the extent of the lesser of (i) the proceeds of remarketed Custody Bonds held in the Custody Account as set forth above, or (ii) the amount of the Liquidity Drawing described above, all in accordance with the terms of the Letter of Credit and this notice.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]