

**AMENDMENT TO FINANCING AGREEMENT AND SIXTH SUPPLEMENTAL
FINANCING AGREEMENT**

This Amendment to Financing Agreement and Sixth Supplemental Financing Agreement is made and entered into as of this 1st day of March, 2006 (this "Amendment"), by and between the **City of Leesburg, Florida**, a political subdivision of the State of Florida (the "Issuer") and **Leesburg Regional Medical Center, Inc.**, a Florida not-for-profit corporation ("LRMC"), **LRMC Home Health Services, Inc.**, a Florida not-for-profit corporation ("HHS") and **The Villages Tri-County Medical Center, Inc.**, a Florida not-for-profit corporation ("TVRH"), (LRMC, HHS and TVRH being collectively referred to herein as the "Restricted Group"):

WITNESSETH:

WHEREAS, the Issuer and LRMC and LRMC North, Inc. (which was subsequently merged into LRMC), as the initial Members of the Restricted Group, have previously entered into that certain Financing Agreement (the "Original Agreement") dated as of June 1, 1988;

WHEREAS, pursuant to the Original Agreement and the Indenture of Trust (the "Original Indenture") dated as of June 1, 1988 by and between the Issuer and The Bank of New York, as successor to Barnett Bank of Tampa, successor by merger to First Florida Bank, N.A., as trustee (the "Trustee"), the Issuer issued its \$9,530,000 City of Leesburg, Florida Refunding and Capital Improvement Hospital Revenue Bonds (Leesburg Regional Medical Center Project), Series 1988A (the "1988A Bonds") and its \$30,465,000 City of Leesburg, Florida Refunding and Capital Improvement Hospital Revenue Bonds (Leesburg Regional Medical Center Project), Series 1988B (the "1988B Bonds") (the 1988A Bonds and the 1988B Bonds are referred to herein collectively as the "1988 Bonds");

WHEREAS, pursuant to the Original Indenture, as supplemented and amended pursuant to the First Supplemental Indenture of Trust (the "First Supplemental Indenture") dated as of November 1, 1991, by and between the Issuer and the Trustee, the Issuer issued its \$20,760,000 City of Leesburg, Florida Capital Improvement Hospital Revenue Bonds (Leesburg Regional Medical Center Project), Series 1991A (the "1991 Bonds") as Additional Bonds under the Indenture;

WHEREAS, pursuant to the Original Indenture, as supplemented and amended pursuant to the First Supplemental Indenture and the Second Supplemental Indenture of Trust (the "Second Supplemental Indenture") dated as of May 1, 1993, by and between the Issuer and the Trustee, the Issuer issued its \$29,020,000 City of Leesburg, Florida Hospital Revenue Refunding Bonds (Leesburg Regional Medical Center Project), Series 1993A (the "1993A Bonds") as Additional Bonds under the Indenture for the purpose of refunding the 1988B Bonds maturing July 1, 2018; and

WHEREAS, pursuant to the Original Indenture, as supplemented and amended pursuant to the First Supplemental Indenture, the Second Supplemental Indenture and the

Third Supplemental Indenture of Trust (the "Third Supplemental Indenture") dated as of October 1, 1993, by and between the Issuer and the Trustee, the Issuer issued its \$22,730,000 City of Leesburg, Florida Hospital Revenue Refunding Bonds (Leesburg Regional Medical Center Project), Series 1993B (the "1993B Bonds") as Additional Bonds under the Indenture for the purpose of refunding the 1991 Bonds maturing on or after July 1, 2011; and

WHEREAS, pursuant to the Original Indenture, as supplemented and amended pursuant to the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture of Trust (the "Fourth Supplemental Indenture") dated as of March 15, 1996 by and between the Issuer and the Trustee, the Issuer issued its \$12,515,000 City of Leesburg, Florida Hospital Revenue Refunding Bonds (Leesburg Regional Medical Center Project), Series 1996A (the "1996 Bonds") as Additional Bonds under the Indenture for the purpose of refunding the remaining outstanding 1988 Bonds; and

WHEREAS, pursuant to the Original Indenture, as supplemented and amended pursuant to the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture of Trust (the "Fifth Supplemental Indenture") dated as of January 1, 2001 by and between the Issuer and the Trustee, the Issuer issued its \$27,150,000 City of Leesburg, Florida Auction Rate Hospital Revenue Bonds (Leesburg Regional Medical Center Project), Series 2001 (the "2001 Bonds") as Additional Bonds under the Indenture for the purpose of financing the cost of certain improvements, expansion and renovations of the Hospital Facilities (as defined in the Indenture); and

WHEREAS, pursuant to the Original Indenture, as supplemented and amended pursuant to the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Supplemental Indenture of Trust (the "Sixth Supplemental Indenture") dated as of August 1, 2002 between the Issuer and the Trustee, the Issuer issued its \$33,060,000 City of Leesburg, Florida Hospital Revenue Bonds (Leesburg Regional Medical Center Project), Series 2002 (the "2002 Bonds") as Additional Bonds under the Indenture for the purpose of financing the cost of certain improvements, expansions and renovations of the Hospital Facilities (as defined in the Indenture); and

WHEREAS, pursuant to the Original Indenture, as supplemented and amended pursuant to the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture and the Seventh Supplemental Indenture of Trust (the "Seventh Supplemental Indenture") dated as of June 1, 2003 between the Issuer and the Trustee, the Issuer issued its \$43,415,000 City of Leesburg, Florida Hospital Revenue Refunding Bonds (Leesburg Regional Medical Center Project), Series 2003 (the "2003 Bonds") as Additional Bonds under the Indenture for purposes refunding the 1993A Bonds and the 1993B Bonds; and

WHEREAS, pursuant to the Original Indenture, as supplemented and amended pursuant to the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture and the Eighth Supplemental Indenture of Trust (the "Eighth Supplemental Indenture") between the Issuer and the Trustee, the Issuer issued its \$75,000,000 City of Leesburg, Florida Hospital Revenue Bonds (The Villages Regional Hospital Project), Series 2006 (the "2006 Bonds") as Additional Bonds under the Indenture for purposes of refunding the outstanding Sumter County Industrial Development Authority Adjustable Rate Demand Revenue Bonds, Series 2001 (The Villages Tri-County Medical Center, Inc. Project) and financing the cost of improvements and expansions of The Villages Regional Hospital;

WHEREAS, pursuant to the First Assumption Agreement and Supplemental Financing Agreement (the "First Supplemental Agreement"), dated as of April 24, 1991, between LRMC and HHS, HHS became a Member of the Restricted Group; and

WHEREAS, in connection with the issuance of the 1991 Bonds, the Issuer and LRMC and HHS as the sole members of the Restricted Group entered into the Second Supplemental Financing Agreement (the "Second Supplemental Agreement"), dated as of November 1, 1991, supplementing and amending the Original Agreement; and

WHEREAS, in connection with the issuance of the 1993A Bonds, the 1993B Bonds, the 1996A Bonds, the 2001 Bonds, the 2002 Bonds, the 2003 Bonds, and the 2006 Bonds respectively, the Issuer and the Restricted Group entered into the Third Supplemental Financing Agreement (the "Third Supplemental Agreement") dated as of May 1, 1993, the Fourth Supplemental Financing Agreement (the "Fourth Supplemental Agreement") dated as of October 1, 1993, the Fifth Supplemental Financing Agreement (the "Fifth Supplemental Agreement") dated as of March 15, 1996, the Sixth Supplemental Financing Agreement (the "Sixth Supplemental Agreement") dated as of January 1, 2001, the Seventh Supplemental Financing Agreement (the "Seventh Supplemental Agreement") dated as of August 1, 2002, the Eighth Supplemental Financing Agreement (the "Eighth Supplemental Agreement") dated as of June 1, 2003 and the Ninth Supplemental Financing Agreement (the "Ninth Supplemental Agreement") dated as of January 1, 2006; and

WHEREAS, pursuant to the Ninth Supplemental Agreement, TVRH was added as a Member of the Restricted Group; and

WHEREAS, the Ninth Supplemental Agreement provided certain amendments to the Original Agreement that were implemented with the consent of Ambac Assurance Corporation as the bond insurer with respect to the 2001 Bonds (the "2001 Bond Insurer") and with the consent of Radian Asset Assurance Inc., as the bond insurer with respect to the 2006 Bonds; and

WHEREAS, in connection with its consent to the amendments to the Original Agreement provided in the Ninth Supplemental Agreement, the 2001 Bond Insurer requested

the Restricted Group and the Restricted Group agreed to make certain amendments to the Original Agreement, as supplemented and amended, and to the Sixth Supplemental Agreement; and

WHEREAS, the Restricted Group and Issuer hereby agree to execute this Amendment and amend the Original Agreement, as previously supplemented and amended, and the Sixth Supplemental Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and the representations and mutual covenants of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.01. Definitions. All of the defined terms contained in Section 1.1 of the Original Agreement, as supplemented and amended by the First Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, the Fourth Supplemental Agreement, the Fifth Supplemental Agreement, the Sixth Supplemental Agreement, the Seventh Supplemental Agreement, the Eighth Supplemental Agreement and the Ninth Supplemental Agreement, shall have the same meanings herein. In addition, the following terms shall have the meanings ascribed to them below:

"Agreement" means the Original Agreement, as supplemented by the First Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, the Fourth Supplemental Agreement, the Fifth Supplemental Agreement, the Sixth Supplemental Agreement, the Seventh Supplemental Agreement, the Eighth Supplemental Agreement and the Ninth Supplemental Agreement, and this Amendment and as hereafter supplemented and amended from time to time in accordance with its terms.

"2001 Bond Insurer" means Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance company, as the bond insurer with respect to the 2001 Bonds.

"2006 Bond Insurer" means Radian Asset Assurance Inc., a corporation organized under the laws of the State of New York, as the bond insurer with respect to the 2006 Bonds.

ARTICLE II AMENDMENTS TO THE AGREEMENT

Pursuant to Section 16.02 of the Original Indenture, the Issuer and the Trustee may enter into contracts amendatory to the Agreement with the consent of the owners of a majority of the Bond Obligation Outstanding. The amendments to the Original Agreement provided in this Article II shall become effective upon the consent thereto of the owners of not less than a majority of the Bond Obligation then Outstanding (including in the case of the 2001 Bonds, the 2001 Bond Insurer on behalf of the 2001 Bondholders pursuant to Section 6.01 of the Fifth

Supplemental Indenture and in the case of the 2006 Bonds, the 2006 Bond Insurer on behalf of the 2006 Bondholders pursuant to Section 4.01 of the Eighth Supplemental Indenture).

SECTION 2.01. The definition of "Income Available for Debt Service" provided in Section 1.1 of the Original Agreement, as previously amended, is hereby amended in its entirety to read as follows:

"Income Available for Debt Service" means with respect to the Restricted Group, as to any period of twelve (12) consecutive months, the excess of Pledged Revenues over expenses as determined in accordance with generally accepted accounting principles consistently applied, to which shall be added depreciation, amortization and interest expense; provided, however, that no determination thereof shall take into account any extraordinary gains or losses, including, without limitation, from the extinguishment of indebtedness or the sale, exchange or other disposition of capital assets not made in the ordinary course of business, unrealized gains or losses resulting from the periodic valuation of investments, interest rate swap agreements, or similar agreements or pledges made by donors during the relevant period, but not actually collected during such period, provided that, for such purposes, in determining gain or loss from the sale of or disposition of any asset for which an "other-than-temporary" impairment loss has theretofore been recognized in accordance with FAS 115, any such gain shall be reduced (and any such loss shall be increased) by the amount of such loss previously recognized.

SECTION 2.02. Section 6.5 of the Original Agreement is hereby amended by adding thereto a new subsection (e) reading as follows:

"(e) Notwithstanding the foregoing provisions of this Section 6.5 or anything in this Agreement to the contrary, a Member of the Restricted Group shall be permitted to post collateral and pledge and grant a lien on cash and securities pursuant to a security annex or similar agreement to collateralize obligations of a Member under a Derivative Agreement so long as the pledging and granting of a lien on such cash and securities will not cause the Days Cash on Hand of the Restricted Group to be less than ninety (90) and will not cause the total sum of the transfers of cash or cash equivalents in such Fiscal Year to exceed fifteen percent (15%) of the total cash and board designated funds, as reflected in the latest available audited financial statements of the Restricted Group (the "Transfer Covenant").

SECTION 2.03. It is the intent and purpose of this Section 2.03 to delete from the Agreement all requirements to create and fund the Depreciation Reserve Fund. To that end:

(a) Section 1.1 of the Original Financing Agreement is hereby amended to delete the definitions of "Annual Depreciation Shortfall", "Annual Depreciation Reserve Fund Requirement," "Depreciation Allowance" and "Depreciation Reserve Fund" provided therein. All other references to such terms of the Agreement are hereby deleted.

(b) Sections 5.6 and 5.7 of the Original Agreement are hereby deleted from the Agreement.

**ARTICLE III
AMENDMENTS TO SIXTH SUPPLEMENTAL AGREEMENT**

SECTION 3.01. Section 8.1 of the Sixth Supplemental Agreement provides additional covenants of the Restricted Group for the benefit of the 2001 Bond Insurer, which may be modified or amended from time to time in such manner as the 2001 Bond Insurer shall consent to, without the consent of the Bondholders. At the request of the 2001 Bond Insurer, Section 8.1 of the Sixth Supplemental Agreement is hereby amended to add thereto the following paragraphs:

(g) The Restricted Group covenants and agrees to maintain Days Cash on Hand of at least 90 (such obligation is referred to herein as the "Liquidity Covenant"). Compliance with the Liquidity Covenant shall be tested semiannually as of January 1 and July 1 of each year. If the Restricted Group fails to meet the Liquidity Covenant as of any such semiannual date, it shall retain a Consultant to make recommendations to enable the Restricted Group to increase Days Cash on Hand. If a Consultant is retained and its recommendations are being followed, no Event of Default shall be deemed to have occurred under the Agreement due to a failure to comply with the Liquidity Covenant unless the Liquidity Covenant is not met as of the end of the next succeeding Fiscal Year or Day Cash on Hand falls below 45 days.

(h) The provisions of Section 7.6(a)(B)(2) with respect to the issuance of Long-Term Indebtedness shall be applied substituting "1.40 to 1.00" for "1.20 to 1.00," and the provisions of Section 7.6(a)(B) shall be applied without regard to the provision included at the end of such section that would otherwise permit the issuance of Long-Term Indebtedness without meeting the tests provided by that section if applicable laws or regulations prevent the Restricted Group from generating the amount of Income Available for Debt Service required by such section.

(i) In addition to the requirements of Section 7.6(d), a Member may guarantee the Indebtedness of an Affiliate that is not a Member only if the conditions set forth in Section 7.6(a) are met, including as "Exposure on Guaranteed Debt" (i) twenty percent (20%) of the guaranteed debt service (calculated in a manner consistent with the provisions of the definition of "Debt Service Requirements") if the Affiliate has a debt service coverage ratio (calculated in a manner consistent with the provisions of the definition of "Historical Pro Forma Debt Service Coverage Ratio") at least 1.10 to 1.00 and (ii) one hundred percent (100%) of the guaranteed debt service (calculated in a manner consistent with the provisions of the definition of "Debt Service Requirement") if the Affiliate has a debt service coverage ratio (calculated in a manner consistent with the provisions of the definition of "Historical Pro Forma Debt Service Coverage Ratio") of less than 1.10 to 1.00.

(j) In addition to the requirements of Section 7.3 (b) of the Original Agreement, as a condition to a merger or consolidation of a Member into or with another corporation, there must be delivered to the 2001 Bond Insurer a certificate of the Restricted Group Representative stating that immediately following such merger or consolidation, (i) the Restricted Group would be able to incur at least one dollar of additional Long-Term Indebtedness; (ii) Projected Debt Service Coverage Ratio for the Fiscal Year immediately following such merger or consolidation will not be less than 1.35 to 1.00, nor less than sixty-five percent (65%) of what it was prior to such merger or consolidation, or, alternatively, with the consent of the 2001 Bond Insurer, such Projected Debt Service Coverage Ratio must be higher than it was prior to such merger or consolidation and (iii) the Restricted Group will be in compliance with the Liquidity Covenant immediately following such merger or consolidation.

(k) In addition to the requirements of Section 6.5 of the Financing Agreement, the Restricted Group shall not sell, lease, donate, exchange or dispose of any non-operating assets (including cash and cash equivalents) with or without consideration in other than the ordinary course of business unless there shall be delivered to the 2001 Bond Insurer a certificate of the Restricted Group Representative stating that, immediately following such transfer or disposition the Restricted Group (i) will be in compliance with the Liquidity Covenant, (ii) will not cause the sum of total cash or cash equivalents transferred to such Fiscal

Year to exceed 15% of the total cash and board designated funds of the Restricted Group, and (iii) would be able to incur at least one dollar of additional Long-Term Indebtedness.

(l) In addition to the requirements of Section 11.2 of the Original Agreement to the addition of a Member to the Restricted Group after the addition of TVRH pursuant to the Ninth Supplemental Agreement, as a condition to the addition of a new Member to the Restricted Group, there shall be delivered to the 2001 Bond Insurer a certificate of the Restricted Group Representative stating that immediately following the admission of such Member to the Restricted Group, the Restricted Group (i) would be able to issue at least one dollar of additional Long-Term Indebtedness, (ii) the Projected Debt Service Coverage Ratio for the Fiscal Year immediately following such admission will not be less than 1.35 to 1.00, nor less than sixty-five percent (65%) of what it was prior to such admission, or, alternatively, with the consent of the 2001 Bond Insurer, such Projected Debt Service Coverage Ratio must be higher than it was prior to such admission and (iii) immediately following such admission, the Restricted Group will be in compliance with the Liquidity Covenant.

(m) In addition to the requirements of Section 11.5 of the Original Agreement for the withdrawal of a Member from the Restricted Group, as a condition to the withdrawal of a Member from the Restricted Group, (i) immediately following such withdrawal, the Restricted Group shall not be in default in the performance of any of its duties, obligations or covenants under the Agreement, (ii) there shall be delivered to the 2001 Bond Insurer a certificate of the Restricted Group Representative stating that: (A) immediately following such withdrawal, the Restricted Group would be able to issue at least one dollar of additional Long-Term Indebtedness, (B) the Projected Debt Service Coverage Ratio for the Fiscal Year immediately following such withdrawal will not be less than 1.35 to 1.00, nor less than sixty-five percent (65%) of what it was prior to such withdrawal, or, alternatively, with the consent of the 2001 Bond Insurer, such Projected Debt Service Coverage Ratio must be higher than it was prior to such withdrawal, and (C) immediately following such withdrawal, the Restricted Group will be in compliance with the Liquidity Covenant, and (iii) the withdrawal will not cause interest on the Bonds not issued as Taxable Bonds to be includable in gross income for federal income tax purposes.

(n) Notice shall be provided to the 2001 Bond Insurer in the event of damage or destruction of Property in excess of 1% of the book value of the Property of the Restricted Group based upon the most recent audited financial statements.

(o) The rate covenant provided in Section 6.3 of the Agreement shall be applied without regard to the provisions of Section 6.3(c), other than the last paragraph thereof.

(p) The Restricted Group shall provide the 2001 Bond Insurer notice of any significant changes in the financial condition of the Restricted Group. In addition, the Restricted Group shall deliver the following:

(i) annual audited financial statements within 180 days after the end of each Fiscal Year;

(ii) quarterly unaudited financial statements within forty-five (45) days after the end of each fiscal quarter shall be posted on the website of Digital Assurance Certification, L.L.C. or its successors ("DAC"), or if the Restricted Group no longer uses the information dissemination services of DAC, such statements shall be made available to the 2001 Bond Insurer in such other manner as shall be acceptable to the 2001 Bond Insurer;

(iii) a copy of the budget of the Restricted Group for the next succeeding Fiscal Year at least fifteen (15) days prior to the end of each Fiscal Year;

(iv) a copy of any audit or other material financial report of the Restricted Group within thirty (30) days after such audit or report is approved by the board of directors of the applicable Member of the Restricted Group, and thereafter as updated ;

(v) a copy of any notice or report required to be given to the Trustee, the registered owners of the Bonds or any other party to the documents executed in connection with the issuance of the Bonds, including, without limitation, notice of any redemption or defeasance of the Bonds, and any certificate rendered pursuant to the Agreement or the Mortgage relating to the security for the Bonds;

(vi) a copy of any information filed by the Restricted Group with any NRMSIR under Securities

Exchange Commission Rule 15c2-12, simultaneously with the filing with the NRMSIR;

(vii) within 180 days after the end of the Restricted Group's Fiscal Year, the information requested in the "Risk Management Data Request Form" provided by the 2006 Bond Insurer; and

(viii) such additional information as the 2001 Bond Insurer may reasonably request.

(q) The Restricted Group shall permit the 2001 Bond Insurer to discuss the affairs, finances and accounts of the Restricted Group, or any information the 2001 Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Members of the Restricted Group. The Restricted Group and the Issuer shall permit the 2001 Bond Insurer to have access to and make copies of all books and records relating to the Bonds and the security therefor, at any reasonable time.

(r) The 2001 Bond Insurer shall be provided with a full transcript of all proceedings with relating to the execution of any such amendment.

(s) The report of the Insurance Consultant required pursuant to Section 6.14 of the Original Agreement shall be provided at least annually. The Restricted Group may self-insure in accordance with Section 6.14 of the Original Agreement without the prior written consent of the 2001 Bond Insurer (except for property and casualty coverage), so long as the Restricted Group's self-insurance plan provides for (i) the establishment and maintenance of a liability in the financial statements of the Restricted Group that reflects management's best estimate of exposure based on all known claims, incurred but not reported claims and all other factors that should be taken into consideration, and (ii) the establishment and maintenance of a claims processing and risk management program. The Restricted Group's existing malpractice self-insurance plan shall not be modified without the prior written consent of the 2001 Bond Insurer. In addition, the Restricted Group shall determine that its self-insured malpractice liability is included within the scope of the Independent Accountants during their completion of the annual audit of the Restricted Group. Anything provided in Section 6.14 of the Original Agreement to the contrary notwithstanding, property and casualty insurance shall at all

times be maintained by the Restricted Group in an amount at least equal to the outstanding principal amount of the Bonds, unless otherwise approved by the 2001 Bond Insurer.

(t) In addition to the requirements of Section 7.6 of the Agreement, all Permitted Parity Indebtedness incurred pursuant to the Agreement shall have the same annual payment dates as the Bonds and Permitted Parity Indebtedness issued with a fixed interest rate shall have the same semi-annual interest dates as the Bonds that bear interest at a fixed interest rate. No additional Indebtedness shall be incurred by the Restricted Group if an Event of Default has occurred and is continuing under the Agreement or the Indenture, unless such Event of Default is cured upon the issuance of such Indebtedness.

(u) Any Subordinated Indebtedness shall have the same principal payment dates as the Bonds and, if issued with a fixed interest rate, shall have the same semiannual interest payment dates as the Bonds that bear interest at a fixed interest rate. No Subordinated Indebtedness may be accelerated without the consent of the 2001 Bond Insurer. Subordinated Indebtedness shall at all times be wholly subordinate and junior in right of payment to all Permitted Parity Indebtedness of the Restricted Group, including, without limitations, the obligations of the Restricted Group under the Agreement with respect to the Bonds, in the following manner and with the force and effect as follows:

(i) In the event of any liquidation, dissolution or winding up of the Restricted Group, or of any execution, sale, receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization, or other similar proceeding relative to the Restricted Group or its property, all principal and interest owing on all Permitted Parity Indebtedness shall first be paid in full before any payment is made upon the Subordinated Indebtedness, provided, however, that, except for Revenues, this sentence shall not apply to payments made on such Subordinated Indebtedness from the proceeds of collateral specifically securing such Subordinated Indebtedness; and in any such event any payment or distribution of any kind or character from sources other than the proceeds of collateral specifically securing the Subordinated Indebtedness, except for Revenues, whether in cash, property or securities (other than in securities, including equity securities, or other evidences of indebtedness, the payment

of which is subordinated to the payment of all Permitted Parity Indebtedness which may at the time be outstanding) which shall be made upon or in respect of the Subordinated Indebtedness shall be paid over to the holders of such Permitted Parity Indebtedness, pro rata, for application in payment thereof unless and until such Permitted Parity Indebtedness shall have been paid or satisfied in full; and

(ii) In the event that the Subordinated Indebtedness is declared or become due and payable because of the occurrence of any event of default hereunder (or under the agreement or Indenture, as appropriate) or otherwise than at the option of the Restricted Group, under circumstances when the foregoing clause (1) shall not be applicable, the holders of the Subordinated Indebtedness shall be entitled to payments only after there shall first have been paid in full all Permitted Parity Indebtedness outstanding at the time the Subordinated Indebtedness so become due and payable because of any such event, or payment shall have been provided for in a manner satisfactory to the holders of such Permitted Parity Indebtedness, provided, however, that, except for Revenues, this sentence shall not apply to payments made on such Subordinated Indebtedness from the proceeds of collateral specifically securing such Subordinated Indebtedness.

Any default in the covenants contained in this subsection (u) shall be an immediate "Event of Default" without regard to any "grace period" otherwise contained in the Agreement.

If the holder of the Subordinated Indebtedness is a commercial bank, savings bank, savings and loan association or other financial institution which is authorized by law to accept and hold deposits of money or issue certificates of deposit, such holder must agree to waive any common law or statutory right of setoff with respect to any deposits of the Restricted Group maintained with or held by such holder.

(v) The Restricted Group will, to the extent required by law, cause the Indenture, the Agreement and the Mortgage (collectively, the "Bond Documentation") and all supplements thereto, together with all related UCC financing statements or other instruments to be kept, recorded and filed in such manner and in such places as may be required by law in order to create,

perfect, preserve and protect fully the security of the holders of the Bonds in the Pledged Property and any other collateral and the rights of the Trustee. The Restricted Group covenants to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered such further acts, instruments and transfers as may be required for the better securing, assuring, continuing, transferring, conveying, pledging, assigning and confirming into the Trustee, the Pledged Property and any other collateral pledged to the payment of the principal of, premium, if any, and interest on the Bonds. Except to the extent exempt therefrom, the Restricted Group will pay or cause to be paid all filing fees incident to such filing and all expenses incident to the preparation, execution and acknowledgement of such instruments of further assurance, and all federal or state fees and similar fees, duties, imports, assessments and charges arising out of or in connection with the execution and delivery of such instruments of further assurance.

(w) The Restricted Group shall not enter into a Derivative Agreement providing for the posting of collateral by the Restricted Group that would result in the creation of a lien or security interest constituting a Permitted Encumbrance under the clause (p) of the definition of such term without the prior written consent of the 2001 Bond Insurer.

(x) Any posting of collateral by the Restricted Group pursuant to the terms of a Qualified Derivative Agreement shall be considered a lien subject to compliance with the provisions governing encumbrances and liens. The posting of collateral, as well as the payment of any termination payments, shall be considered asset dispositions subject to compliance with the Liquidity Covenant and cash transfer tests provided in the Agreement and shall be tested prior to the posting of collateral or the payment of a termination payment. Posted collateral shall be excluded from the determination of the Liquidity Covenant.

ARTICLE IV MISCELLANEOUS

SECTION 4.01. In all respects not inconsistent with the terms and provisions of this Amendment, the Agreement and the Sixth Supplemental Agreement are hereby ratified, approved and confirmed, and shall remain in full force and effect.

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

SECTION 4.02. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 4.03. This Amendment shall be governed exclusively by the applicable laws of the State of Florida.

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IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first written above.

CITY OF LEESBURG, FLORIDA

(SEAL)

ATTEST:

City Clerk

By: _____
Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
City Attorney

LEESBURG REGIONAL MEDICAL CENTER, INC.

(SEAL)

ATTEST:

[Signature]

Its Assistant Secretary

By: *Louis H. Bremer, Jr.*

Its President and Chief Executive Officer

LRMC HOME HEALTH SERVICES, INC.

(SEAL)

ATTEST:

[Signature]

Its Assistant Secretary

By: *Louis H. Bremer, Jr.*

Its President and Chief Executive Officer

THE VILLAGES TRI-COUNTY MEDICAL CENTER, INC.

(SEAL)

ATTEST:

[Signature]

Its *VP + CFO / Assistant Secretary*

By: *[Signature]*

Its *CEO*

CONSENT AND APPROVAL OF TRUSTEE

The Bank of New York, as successor to Barnett Bank of Tampa, successor by merger to First Florida Bank, N.A. (the "Trustee"), as Trustee under the Indenture of Trust between the City of Leesburg, Florida (the "Issuer") and the Trustee dated as of June 1, 1988, as supplemented and amended by the First Supplemental Indenture of Trust between the Issuer and the Trustee dated as of November 1, 1991, the Second Supplemental Indenture of Trust between the Issuer and the Trustee dated as of May 1, 1993, the Third Supplemental Indenture of Trust dated as of October 1, 1993, the Fourth Supplemental Indenture of Trust dated as of March 15, 1996, the Fifth Supplemental Indenture of Trust dated as of January 1, 2001, the Sixth Supplemental Indenture of Trust dated as of August 1, 2002, the Seventh Supplemental Indenture of Trust dated as of June 1, 2003 and the Eighth Supplemental Indenture of Trust dated as of January 1, 2006, and as partial assignee of the Issuer's rights under the Financing Agreement between the Issuer and Leesburg Regional Medical Center, Inc. ("LRMC") and LRMC North, Inc. dated as of June 1, 1988, as supplemented and amended by the First Assumption Agreement and Supplemental Financing Agreement between LRMC and LRMC Home Health Services, Inc. ("HHS") dated as of April 24, 1991, the Second Supplemental Financing Agreement between the Issuer and LRMC and HHS dated as of November 1, 1991, the Third Supplemental Financing Agreement between the Issuer and LRMC and HHS dated as of May 1, 1993, the Fourth Supplemental Financing Agreement between the Issuer and LRMC and HHS dated as of October 1, 1993, the Fifth Supplemental Financing Agreement between the Issuer and LRMC and HHS dated as of March 15, 1996, the Sixth Supplemental Financing Agreement between the Issuer and LRMC and HHS dated as of January 1, 2001, the Seventh Supplemental Financing Agreement between the Issuer and LRMC and HHS dated as of August 1, 2002, the Eighth Supplemental Financing Agreement between the Issuer and LRMC and HHS dated as of June 1, 2003, the Ninth Supplemental Financing Agreement between the Issuer and LRMC, HHS and The Villages Tri-County Medical Center, Inc. ("TVRH") dated January 1, 2006 and this Amendment to the Financing Agreement and Sixth Supplemental Financing Agreement, hereby consents to and approves the execution and delivery of this Amendment to the Financing Agreement and Sixth Supplemental Financing Agreement and accepts the duties and obligations imposed upon it hereunder.

THE BANK OF NEW YORK, AS TRUSTEE

By: _____
Authorized Signatory

CONSENT AND APPROVAL OF 2006 BOND INSURER

Radian Asset Assurance Inc. (the "2006 Bond Insurer") is the insurer of the \$75,000,000 City of Leesburg, Florida Hospital Revenue Bonds (The Villages Regional Hospital Project), Series 2006 (the "2006 Bonds"), which were issued pursuant to an Indenture of Trust dated as of June 1, 1988 between the City of Leesburg, Florida (the "Issuer") and First Florida Bank, N.A., as trustee, (the "Original Indenture"), as supplemented and amended by the First Supplemental Indenture of Trust dated as of November 1, 1991 between the Issuer and First Florida Bank, N.A., as trustee (the "First Supplemental Indenture"), the Second Supplemental Indenture of Trust dated as of May 1, 1993 between the Issuer and Barnett Bank of Tampa (as successor by merger to First Florida Bank, N.A.), as trustee (the "Second Supplemental Indenture"), the Third Supplemental Indenture of Trust dated as of October 1, 1993 between the Issuer and Barnett Bank of Tampa (as successor by merger to First Florida Bank, N.A.) as trustee (the "Third Supplemental Indenture"), the Fourth Supplemental Indenture of Trust dated as of March 15, 1996 between the Issuer and The Bank of New York (as successor to Barnett Bank of Tampa, successor by merger to First Florida Bank N.A.) as trustee (the "Trustee") (the "Fourth Supplemental Indenture"), the Fifth Supplemental Indenture of Trust dated as of January 1, 2001 between the Issuer and the Trustee (the "Fifth Supplemental Indenture"), the Sixth Supplemental Indenture of Trust dated as of August 1, 2002 between the Issuer and the Trustee (the "Sixth Supplemental Indenture"), the Seventh Supplemental Indenture of Trust dated as of June 1, 2003 between the Issuer and the Trustee (the "Seventh Supplemental Indenture"), the Eighth Supplemental Indenture of Trust dated as of January 1, 2006 (the "Eighth Supplemental Indenture") and the Ninth Supplemental Indenture of Trust dated as of March 1, 2006 (the "Ninth Supplemental Indenture") and pursuant to a Financing Agreement between the Issuer and Leesburg Regional Medical Center, Inc. ("LRMC") and LRMC North, Inc., as the Initial Members of the Restricted Group, dated as of June 1, 1998 (the "Original Financing Agreement"), as supplemented and amended by the First Assumption Agreement and Supplemental Financing Agreement between LRMC and LRMC Home Health Services, Inc. ("HHS") dated as of April 24, 1991 (the "First Supplemental Agreement"), the Second Supplemental Financing Agreement dated as of November 1, 1991 between the Issuer and LRMC and HHS, as the Members of the Restricted Group (the "Second Supplemental Agreement"), the Third Supplemental Financing Agreement dated as of May 1, 1993 between the Issuer and LRMC and HHS, as the Members of the Restricted Group (the "Third Supplemental Agreement"), the Fourth Supplemental Financing Agreement dated as of October 1, 1993 between the Issuer and LRMC and HHS, as the Members of the Restricted Group (the "Fourth Supplemental Agreement"), the Fifth Supplemental Financing Agreement dated as of March 15, 1996 between the Issuer and LRMC and HHS, as the Members of the Restricted Group (the "Fifth Supplemental Agreement"), the Sixth Supplemental Financing Agreement dated as of January 1, 2001 between the Issuer and LRMC and HHS, as the Members of the Restricted Group (the "Sixth Supplemental Agreement"), the Seventh Supplemental Financing Agreement dated as of August 1, 2002 between the Issuer and LRMC and HHS, as the Members of the Restricted Group (the "Seventh Supplemental Agreement"), the Eighth Supplemental Financing Agreement dated as of June 1, 2003 between the Issuer and LRMC and HHS, as the

Members of the Restricted Group (the "Eighth Supplemental Agreement"), the Ninth Supplemental Financing Agreement dated as of January 1, 2006 between the Issuer and LRMC and HHS and The Villages Tri-County Medical Center, Inc., as the Members of the Restricted Group (the "Ninth Supplemental Agreement"),

The Original Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture and the Ninth Supplemental Indenture is referred to herein as the "Indenture".

The Original Financing Agreement, as supplemented and amended by the First Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, the Fourth Supplemental Agreement, the Fifth Supplemental Agreement, the Sixth Supplemental Agreement, the Seventh Supplemental Agreement, the Eighth Supplemental Agreement and the Ninth Supplemental Agreement is referred to herein as the "Financing Agreement".

Reference is also made to the Amendment to the Financing Agreement and Sixth Supplemental Financing Agreement, dated as of March 1, 2006 (the "Amendment").

The Issuer and the Members of the Restricted Group have requested that the 2006 Bond Insurer, pursuant to Section 7.2 of the Ninth Supplemental Agreement and Section 16.02 of the Original Indenture, consent to the Amendment. The 2006 Bond Insurer hereby consents to the execution and delivery of the Amendment by the parties thereto and to the amendments to the Financing Agreement provided therein.

This Consent Certificate is not evidence of any position by the 2006 Bond Insurer, affirmative or negative, as to whether action by the holders of the 2006 Bonds is required in addition to the execution of this Consent by the 2006 Bond Insurer. No representation is made by the 2006 Bond Insurer as to the necessity for or the satisfaction of any additional consent requirements with respect to the provisions of the Indentures, the Agreement, or any of the other documents executed and delivered by the Issuer, the Members of the Restricted Group or the Trustee in connection with the issuance of the 2006 Bonds or otherwise.

RADIAN ASSET ASSURANCE INC.

By: _____
Name: _____
Title: _____

CONSENT AND APPROVAL OF 2001 BOND INSURER

Ambac Assurance Corporation (the "2001 Bond Insurer") is the insurer of the \$27,150,000 City of Leesburg, Florida, Auction Rate Hospital Revenue Bonds (Leesburg Regional Medical Center Project), Series 2001 (the "2001 Bonds"), which were issued pursuant to an Indenture of Trust dated as of June 1, 1988 between the City of Leesburg, Florida (the "Issuer") and First Florida Bank, N.A., as trustee, (the "Original Indenture"), as supplemented and amended by the First Supplemental Indenture of Trust dated as of November 1, 1991 between the Issuer and First Florida Bank, N.A., as trustee (the "First Supplemental Indenture"), the Second Supplemental Indenture of Trust dated as of May 1, 1993 between the Issuer and Barnett Bank of Tampa (as successor by merger to First Florida Bank, N.A.), as trustee (the "Second Supplemental Indenture"), the Third Supplemental Indenture of Trust dated as of October 1, 1993 between the Issuer and Barnett Bank of Tampa (as successor by merger to First Florida Bank, N.A.) as trustee (the "Third Supplemental Indenture"), the Fourth Supplemental Indenture of Trust dated as of March 15, 1996 between the Issuer and The Bank of New York (as successor to Barnett Bank of Tampa, successor by merger to First Florida Bank N.A.) as trustee (the "Trustee") (the "Fourth Supplemental Indenture") and the Fifth Supplemental Indenture of Trust dated as of January 1, 2001 between the Issuer and the Trustee (the "Fifth Supplemental Indenture"). The Original Indenture being further amended by the Sixth Supplemental Indenture of Trust dated as of August 1, 2002 between the Issuer and the Trustee (the "Sixth Supplemental Indenture"), the Seventh Supplemental Indenture of Trust dated as of June 1, 2003 between the Issuer and the Trustee (the "Seventh Supplemental Indenture"), the Eighth Supplemental Indenture of Trust dated as of January 1, 2006 (the "Eighth Supplemental Indenture") and the Ninth Supplemental Indenture of Trust dated as of March 1, 2006 (the "Ninth Supplemental Indenture").

The 2001 bonds were further issued pursuant to a Financing Agreement between the Issuer and Leesburg Regional Medical Center, Inc. ("LRMC") and LRMC North, Inc., as the Initial Members of the Restricted Group, dated as of June 1, 1998 (the "Original Financing Agreement"), as supplemented and amended by the First Assumption Agreement and Supplemental Financing Agreement between LRMC and LRMC Home Health Services, Inc. ("HHS") dated as of April 24, 1991 (the "First Supplemental Agreement"), the Second Supplemental Financing Agreement dated as of November 1, 1991 between the Issuer and LRMC and HHS, as the Members of the Restricted Group (the "Second Supplemental Agreement"), the Third Supplemental Financing Agreement dated as of May 1, 1993 between the Issuer and LRMC and HHS, as the Members of the Restricted Group (the "Third Supplemental Agreement"), the Fourth Supplemental Financing Agreement dated as of October 1, 1993 between the Issuer and LRMC and HHS, as the Members of the Restricted Group (the "Fourth Supplemental Agreement"), the Fifth Supplemental Financing Agreement dated as of March 15, 1996 between the Issuer and LRMC and HHS, as the Members of the Restricted Group (the "Fifth Supplemental Agreement"), the Sixth Supplemental Financing Agreement dated as of January 1, 2001 between the Issuer and LRMC and HHS, as the Members of the Restricted Group (the "Sixth Supplemental Agreement"). The Original Financing Agreement

being further amended by the Seventh Supplemental Financing Agreement dated as of August 1, 2002 between the Issuer and LRMC and HHS, as the Members of the Restricted Group (the "Seventh Supplemental Agreement"), the Eighth Supplemental Financing Agreement dated as of June 1, 2003 between the Issuer and LRMC and HHS, as the Members of the Restricted Group (the "Eighth Supplemental Agreement"), the Ninth Supplemental Financing Agreement dated as of January 1, 2006 between the Issuer and LRMC and HHS and The Villages Tri-County Medical Center, Inc., as the Members of the Restricted Group (the "Ninth Supplemental Agreement"),

The Original Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture and the Ninth Supplemental Indenture is referred to herein as the "Indenture".

The Original Financing Agreement, as supplemented and amended by the First Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, the Fourth Supplemental Agreement, the Fifth Supplemental Agreement, the Sixth Supplemental Agreement, the Seventh Supplemental Agreement, the Eighth Supplemental Agreement and the Ninth Supplemental Agreement is referred to herein as the "Financing Agreement". Reference is also made to the Amendment to the Financing Agreement and Sixth Supplemental Financing Agreement, dated as of March 1, 2006 (the "Amendment").

The Issuer and the Members of the Restricted Group have requested that the 2001 Bond Insurer, pursuant to Section 6.01 of the Fifth Supplemental Indenture, Section 8.1 of the Sixth Supplemental Agreement, Section 7.2 of the Ninth Supplemental Agreement and Section 16.02 of the Original Indenture, consent to the Amendment. The 2001 Bond Insurer hereby consents to the execution and delivery of the Amendment by the parties thereto and the amendments to the Financing Agreement provided therein.

This Consent Certificate is not evidence of any position by the 2001 Bond Insurer, affirmative or negative, as to whether action by the holders of the 2001 Bonds is required in addition to the execution of this Consent by the 2001 Bond Insurer. No representation is made by the 2001 Bond Insurer as to the necessity for or the satisfaction of any additional consent requirements with respect to the provisions of the Indentures, the Agreement, or any of the other documents executed and delivered by the Issuer, the Members of the Restricted Group or the Trustee in connection with the issuance of the 2001 Bonds or otherwise.

AMBAC ASSURANCE CORPORATION

By: _____
Name: _____
Title: _____