

Not a New Issue
CUSIP: 97710V N95

Rating: See “Rating” herein

SUPPLEMENT DATED JUNE 13, 2011
TO OFFICIAL STATEMENT DATED SEPTEMBER 25, 2006

\$10,300,000
Wisconsin Health and Educational Facilities Authority
Variable Rate Demand Revenue Bonds, Series 2006C
(Upland Hills Health, Inc.)

This Supplement contains certain additional information with respect to the above-described Series 2006C Bonds, originally issued on October 3, 2006 in the aggregate principal amount of \$10,300,000, of which \$9,850,000 is currently outstanding, and should be read in conjunction with the Official Statement dated September 25, 2006. All terms used in this Supplement and in the Appendices hereto shall have the same meanings assigned to them in the Official Statement, as hereby supplemented.

The Series 2006C Bonds are limited obligations of the Wisconsin Health and Educational Facilities Authority (the “Authority”), issued pursuant to a Bond Trust Indenture dated as of September 1, 2006 (the “Series 2006C Bond Indenture”) between the Issuer and Wells Fargo Bank, National Association, as bond trustee (the “Bond Trustee”), and payable solely out of the revenues or other receipts, funds or moneys of the Authority pledged therefor or otherwise available to the Bond Trustee for the payment thereof, including those derived under a Loan Agreement dated as of September 1, 2006 (the “Series 2006C Loan Agreement”), between the Authority and Upland Hills Health, Inc., formerly known as Memorial Hospital of Iowa County, Inc., a Wisconsin nonstock, nonprofit corporation (the “Borrower”) and a Promissory Note dated as of September 1, 2006 (the “Series 2006C Pledged Promissory Note”) from the Borrower to the Authority and assigned by the Authority to the Bond Trustee.

Effective June 22, 2011 and continuing until June 22, 2016 (unless earlier terminated as provided therein), the Series 2006C Bonds will be further secured by an irrevocable direct pay letter of credit (the “Series 2011 Credit Facility”) issued by

U.S. Bank National Association

On June 22, 2011, the Series 2011 Credit Facility of U.S. Bank National Association (the “Credit Facility Issuer”) will be issued in substitution for the letter of credit of Allied Irish Banks, p.l.c., New York Branch (the “Prior Credit Facility Issuer”). The Credit Facility Agreement to which the Prior Credit Facility Issuer was a party will be terminated and a new reimbursement agreement (the “Series 2011 Credit Facility Agreement”) will be entered between the Credit Facility Issuer and the Borrower. A description of the Credit Facility Issuer is attached as Appendix A to this Supplement.

RBC Capital Markets
(Remarketing Agent)

The date of this Supplement is June 13, 2011.

No broker, dealer, sales representative or other person has been authorized to give any information or to make any representations other than those contained in this Supplement and the accompanying Official Statement in connection with offers of the Series 2006C Bonds made hereby and, if given or made, such information or representations must not be relied upon as having been authorized by the Authority, the Borrower, the Credit Facility Issuer, or the Remarketing Agent. Neither the delivery of this Supplement and the accompanying Official Statement, nor any sale hereunder, shall under any circumstances create any implications that there has been no change in the affairs of the Credit Facility Issuer or the Borrower since the date hereof, or that information contained or referred to in Appendix A is correct as of any time subsequent to the dates referenced therein. The Credit Facility Issuer neither has nor will assume any responsibility as to the accuracy or the completeness of the information in this Supplement, all of which has been furnished by others. The information contained in this Supplement has been obtained from the Borrower and other sources believed by the Remarketing Agent to be reliable, but it is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Remarketing Agent. The Remarketing Agent has reviewed the information in this Supplement pursuant to its responsibilities to investors under the federal securities laws, but the Remarketing Agent does not guarantee the accuracy or completeness of such information.

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SUPPLEMENT TO OFFERING MEMORANDUM

\$10,300,000

Wisconsin Health and Educational Facilities Authority
Variable Rate Demand Revenue Bonds, Series 2006C
(Upland Hills Health, Inc.)

I. Introductory Statement

The purpose of this Supplement to the Official Statement (the “Supplement”) is to revise and update certain information set forth in the Official Statement dated September 25, 2006 (the “Official Statement”) describing the above-referenced bonds (the “Series 2006C Bonds”). This Supplement should be read in conjunction with the Official Statement dated September 25, 2006 relating to the Series 2006C Bonds.

Certain provisions of the Official Statement are superseded by the information in this Supplement. Capitalized terms used herein and not otherwise defined shall have meanings ascribed to them in the Official Statement. Copies of the documents referred to in this Supplement may be obtained from U.S. Bank National Association.

The Series 2006C Bonds, when originally issued, were supported by a letter of credit issued by Allied Irish Banks, p.l.c., New York Branch (the “Prior Credit Facility Issuer”). Pursuant to the terms of the Bond Trust Indenture dated as of September 1, 2006 (the “2006C Bond Trust Indenture”) the Borrower will replace such letter of credit on June 22, 2011 with a letter of credit issued by U.S. Bank National Association. For the purposes of this supplement, the letter of credit issued by U.S. Bank National Association is hereinafter referred to as the “Series 2011 Credit Facility.” **Consequently, as a result of the delivery of the Series 2011 Credit Facility on June 22, 2011, all references in this Supplement and the Official Statement (unless expressly stated otherwise) to the Series 2006C Credit Facility shall be deemed to refer to the letter of credit issued by U.S. Bank National Association, as described herein, and not to the letter of credit issued by the Prior Credit Facility Issuer. All references in the Official Statement to the Credit Facility Issuer shall be deemed to refer to U.S. Bank National Association as issuer of the Series 2011 Credit Facility and not to the Prior Credit Facility Issuer.**

A description of U.S. Bank National Association is attached as Appendix A to this Supplement. The description of the Prior Credit Facility Issuer in Appendix F to the Official Statement should be disregarded.

II. General

The following deletions and revisions shall apply throughout the Official Statement, including all appendices attached thereto:

- A. *Series 2006D Bonds.* The Series 2006D Bonds have been redeemed and paid in full prior to the date hereof. All references and provisions pertaining to the Series 2006D Bonds, Series 2006D Bond Indenture, Series 2006D Loan Agreement, Series 2006D Pledged Master Note, Series 2006D Credit Facility, Series 2006D Credit Facility Agreement, Series 2006D-2 Master Note, and other related documents shall be deleted in their entirety.
- B. *Definitions.* Certain terms shall be redefined as follows:
1. “Credit Facility Issuer” shall mean U.S. Bank National Association.
 2. “Series 2006C Credit Facility Issuer” shall be replaced with “Series 2011 Credit Facility Issuer” and shall mean U.S. Bank National Association.
 3. “Series 2006C Credit Facility” shall be replaced with “Series 2011 Credit Facility” and shall refer to that certain direct pay letter of credit issued by U.S. Bank National Association in favor of the Bond Trustee dated June 22, 2011.
 4. “Series 2006C Credit Facility Agreement” shall be replaced with “Series 2011 Credit Facility Agreement” and shall refer to that certain reimbursement agreement executed by the Borrower in favor of U.S. Bank National Association dated as of June 22, 2011.
 5. “Series 2006C-2 Master Note” shall be deleted and replaced with “Series 2011A Master Note” and shall refer to that certain promissory note executed by the Borrower in favor of U.S. Bank National Association dated as of June 22, 2011.
- C. *Incorporation.* Certain defined terms shall incorporate the amendments, supplements, and/or revisions as follows:
1. “Official Statement” shall include this Supplement to Official Statement dated June 13, 2011.
 2. “Master Trust Indenture” shall mean the Master Trust Indenture dated as of July 15, 2000, as supplemented and amended from time to time, including, without limitation, the Third Supplemental Master Trust Indenture dated as of June 22, 2011.
 3. “Mortgage” shall include the Second Amendment to Mortgage and Security Agreement dated as of June 22, 2011.

III. Series 2011 Credit Facility

The section entitled “CREDIT FACILITIES FOR THE SERIES 2006C BONDS AND SERIES 2006D BONDS” on pages 66–70 of the Official Statement is hereby deleted and the following substituted therefor:

CREDIT FACILITY FOR THE SERIES 2006C BONDS

The following information applies only to the Series 2006C Bonds. The Credit Facility is not available to pay any amounts due with respect to the Series 2006A or Series 2006B Bonds.

Credit Facility

The Series 2011 Credit Facility is an irrevocable obligation of the Series 2011 Credit Facility Issuer to pay to the Bond Trustee, upon a drawing made by the Bond Trustee in accordance with the terms of the Series 2011 Credit Facility, (1) an amount sufficient to pay the principal of and up to 49 days’ interest on the Series 2006C Bonds (calculated at the Series 2006C Maximum Rate), subject to reduction and reinstatement as described therein, or (2) the purchase price of Series 2006C Bonds tendered for purchase and not remarketed as described under the caption “*The Series 2006C Bonds—Purchase of Series 2006C Bonds.*” The Series 2006C Maximum Rate is 10% per annum.

The Series 2011 Credit Facility terminates upon the earliest to occur of: (i) June 22, 2016 (the “Stated Expiration Date”), or such later date to which the Stated Expiration Date has been extended in accordance with the terms of the Series 2011 Credit Facility; (ii) 15 calendar days following the Adjustment Date applicable to a conversion to the Semi-annual Mode, Term Mode, Commercial Paper Mode, or Fixed Mode; (iii) the Series 2011 Credit Facility Issuer’s receipt from the Bond Trustee of notice that (A) no Series 2006C Bonds remain outstanding within the meaning of the Series 2006C Bond Indenture, (B) all drawings required to be made under the Series 2006C Bond Indenture and available under the Series 2011 Credit Facility have been made and honored, or (C) an Alternate Credit Facility has been issued to replace the Series 2011 Credit Facility pursuant to the Series 2006C Bond Indenture; (iv) the date on which the Series 2011 Credit Facility Issuer honors a drawing upon the acceleration of the Series 2006C Bonds; and (v) the date which is 20 calendar days following receipt by the Bond Trustee of a written notice from the Series 2011 Credit Facility Issuer specifying the occurrence of an event of default under the Series 2011 Credit Facility Agreement.

The amount available under the Series 2011 Credit Facility will automatically be reduced by the amount of each drawing paid by the Series 2011 Credit Facility Issuer, subject to reinstatement as provided below. The amount of any drawing for the payment of principal of the Series 2006C Bonds shall also reduce the available amount of the Series 2011 Credit Facility automatically by reducing the principal portion thereof by the amount of such principal payment and by reducing the interest portion thereof by an amount equal to 49 days of interest at the rate of 10% per annum on the principal amount so paid.

Amounts drawn for payment of interest on the Series 2006C Bonds shall automatically be reinstated to the interest portion of the available amount of the Series 2011 Credit Facility on the seventh calendar day following the honoring of such drawing unless the Bond Trustee receives written notice from the Series 2011 Credit Facility Issuer prior to the close of business on the sixth calendar date following the date of such drawing that the amount available to be drawn will not be reinstated by the amount of the drawing for interest because the Series 2011 Credit Facility Issuer has not been reimbursed by the Borrower for such drawing or an event of default has occurred under the Series 2011 Credit Facility Agreement and, as a consequence, the amount of such drawing will not be reinstated. Any amounts drawn for the payment of principal of the Series 2006C Bonds shall not be reinstated. Amounts drawn for payment of the principal portion and interest portion of the purchase price of tendered Series 2006C Bonds shall be reinstated only upon the receipt of and in the amount of any reimbursement received by the Series 2011 Credit Facility Issuer as a result of the remarketing of the Series 2006C Bonds.

Upon an acceleration of the Series 2006C Bonds, the Bond Trustee will be entitled to draw upon the Series 2011 Credit Facility to the extent of the principal amount of the Series 2006C Bonds then outstanding, plus accrued interest on such Series 2006C Bonds (up to 49 days of interest at the applicable Maximum Rate), less amounts previously drawn on the Series 2011 Credit Facility that have not been reinstated as described in the preceding paragraph.

THE ABILITY OF THE SERIES 2011 CREDIT FACILITY ISSUER TO HONOR DRAWINGS ON THE SERIES 2011 CREDIT FACILITY WILL BE BASED SOLELY ON THE SERIES 2011 CREDIT FACILITY ISSUER'S GENERAL CREDIT. THE BOND TRUSTEE MAY NOT ASSERT A CLAIM FOR FEDERAL DEPOSIT INSURANCE AGAINST THE FEDERAL DEPOSIT INSURANCE CORPORATION IN RESPECT OF THE SERIES 2006C BONDS OR THE SERIES 2011 CREDIT FACILITY, AND BONDOWNERS SHOULD NOT ASSUME ANY SUCH INSURANCE COVERAGE IS AVAILABLE WITH RESPECT TO THE SERIES 2006C BONDS OR THE SERIES 2011 CREDIT FACILITY. A CLAIM BY THE BOND TRUSTEE OR BONDOWNERS UNDER THE SERIES 2011 CREDIT FACILITY WOULD PROBABLY BE SUBORDINATE TO THE CLAIMS OF THE SERIES 2011 CREDIT FACILITY ISSUER'S CREDITORS AND DEPOSITORS.

Substitute Credit Facility

The Borrower may at any time arrange for the deposit with the Bond Trustee of an Alternate Credit Facility in substitution for the Series 2011 Credit Facility. The Alternate Credit Facility must meet the requirements set forth in the Series 2006C Bond Indenture. Upon the Borrower's satisfaction of the conditions in the Series 2006C Bond Indenture, the Bond Trustee shall give notice to the owners of the Series 2006C Bonds not later than 15 days prior to such substitution becoming effective that (i) the Series 2006C Bonds are required to be tendered for purchase in accordance with the provisions described under "*The Series 2006C Bonds—Purchase of Series 2006C Bonds.*" The Series 2011 Credit Facility shall remain in effect through the effective date of the Alternate Credit Facility and the mandatory tender of the Series 2006C Bonds on that date.

Credit Facility Agreement

At the time of delivery of, and with respect to, the Series 2011 Credit Facility, the Series 2011 Credit Facility Issuer and the Borrower will enter into a Series 2011 Credit Facility Agreement. Under the Series 2011 Credit Facility Agreement, the Borrower agrees to reimburse the Series 2011 Credit Facility Issuer for the amount of any drawing under the Series 2011 Credit Facility, plus interest thereon. Under the Series 2011 Credit Facility Agreement, the Borrower also agrees to pay certain fees and expenses and other amounts to the Series 2011 Credit Facility Issuer. The Series 2011 Credit Facility Agreement contains certain covenants of and restrictions on the Borrower which are typically found in such agreements and may be different from similar covenants found in the Master Trust Indenture. Such covenants include, among others: the Borrower's agreement to provide financial statements and other information to the Series 2011 Credit Facility Issuer; the Borrower's agreement to maintain its corporate existence and tax-exempt status; restrictions on the Borrower's incurrence of certain liens, and restrictions on the Borrower's disposition of certain assets; the Borrower's maintenance of certain financial covenants; restrictions on certain transactions; and restrictions on the Borrower's incurrence of certain additional debt and related other matters. Such covenants and restrictions are for the benefit of the Series 2011 Credit Facility Issuer only and may be waived or amended by the Series 2011 Credit Facility Issuer and the Borrower without notice to or the consent of the Master Trustee, the Bond Trustee, or any Series 2006C Bondowners. The Series 2006C Bondowners will have no rights or obligations as a result of any such covenants or amendments thereto or waivers thereof.

The Borrower's obligations under the Series 2011 Credit Facility Agreement will be evidenced by, and secured by, a Series 2011A Master Note issued pursuant to the Master Trust Indenture. Such obligations will be further secured by (i) a pledge to the Series 2011 Credit Facility Issuer, under the Series 2006C Bond Indenture and the related Custody Agreement (as defined in the Series 2006C Bond Indenture), of all Series 2011 Credit Facility Bonds, and (ii) a pledge to the Series 2011 Credit Facility Issuer, under the Series 2006C Bond Indenture, of an interest in the trust estate (which interest is subordinate to the interest of the holders of the Series 2006C Bonds).

Issuance of the Series 2011 Credit Facility is conditioned upon receipt by the Series 2011 Credit Facility Issuer of certain legal opinions, the fees to be paid to the Series 2011 Credit Facility Issuer for purposes of the issuance of the Series 2011 Credit Facility, and other requirements of the Series 2011 Credit Facility Issuer.

The Series 2011 Credit Facility Agreement contains certain defined events of default including, among others, failure to pay any amounts due under the Series 2011 Credit Facility Agreement; breach of the covenants and restrictions contained therein (including the covenant to provide for the optional redemption of the Series 2006C Bonds, as described below); events of default under the Master Trust Indenture, the Series 2006C Bond Indenture, and the Series 2006C Loan Agreement; certain events of default relating to other indebtedness; certain events of bankruptcy or insolvency involving the Borrower; and certain other events. If the Borrower defaults under any of its covenants, restrictions or obligations under the Series 2011 Credit Facility Agreement and the Bond Trustee receives notice from the Series 2011 Credit Facility Issuer of an Event of Default under the Series 2011 Credit Facility Agreement, the Bond Trustee

must establish a mandatory tender date for the Series 2006C Bonds as described under “*The Series 2006C Bonds—Purchase of Series 2006C Bonds Mandatory Tender Upon Event of Default under Series 2011 Credit Facility Agreement or Failure to Reinstate Series 2011 Credit Facility.*”

The Series 2011 Credit Facility Agreement requires the Borrower to exercise its option to cause the redemption of the Series 2006C Bonds in principal amounts and on redemption dates agreed to by the Series 2011 Credit Facility Issuer and the Borrower. Such requirement is only for the benefit of the Series 2011 Credit Facility Issuer, and may be waived by the Series 2011 Credit Facility Issuer or amended by the Series 2011 Credit Facility Issuer and the Borrower. See “*Annual Debt Service Requirements*” herein.

IV. Rating

The section entitled “DESCRIPTION OF RATINGS – Series 2006C Bonds and Series 2006D Bonds” on page 79 of the Official Statement is hereby deleted and the following substituted therefor:

Series 2006C Bonds

Standard & Poor’s Financial Services, LLC, a subsidiary of the McGraw-Hill Companies, Inc. (“S&P”) will assign a rating of “AAA/A-1+” to the Series 2006C Bonds while they are in the Weekly Mode, based the condition that the Credit Facility Issuer will issue the Series 2011 Credit Facility. The rating referenced above is a joint rating. Such rating reflects only the views of S&P. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by S&P if, in the judgment of S&P, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

V. Legal Matters

In connection with the delivery of the Series 2011 Credit Facility, certain legal matters will be passed upon for U.S. Bank National Association by its counsel, Michael Best & Friedrich LLP, Milwaukee, Wisconsin.

VI. Tax Exemption

In General

The original opinion of Bond Counsel and the descriptions of the tax laws contained in this Supplement are based on laws and official interpretations of them in existence on the date the Series 2006C Bonds were originally issued. There can be no assurance that those laws or the interpretations of them will not change or that new laws will not be enacted or regulations issued while the Series 2006C Bonds are outstanding in a manner than would adversely affect the value of an investment in the Series 2006C Bonds or the tax treatment of the interest paid on the Series 2006C Bonds.

Federal Income Tax Opinion of Bond Counsel

On October 3, 2006, the date the Series 2006C Bonds were originally issued, Quarles & Brady LLP, Bond Counsel, delivered its opinion that, assuming continuous compliance with certain covenants, under law in existence on such date of issuance, interest on the Series 2006C Bonds is excludable from the gross income of the owners of the Series 2006C Bonds for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on corporations and individuals, but is, however, included in adjusted current earnings for the purpose of computing the alternative minimum tax imposed on corporations (the “Original Bond Counsel Opinion”).

Credit Facility Substitution

On June 22, 2011 (the “Reoffering Date”), Bond Counsel will deliver its opinion that, under law in existence on the Reoffering Date, the delivery of the Series 2011 Credit Facility will not, in and of itself, adversely affect the exclusion of interest on the Series 2006C Bonds from gross income of the owners of the Series 2006C Bonds for federal income tax purposes (the “Credit Facility Substitution Opinion”).

The Credit Facility Substitution Opinion relates to the delivery of the Series 2011 Credit Facility on the Reoffering Date and does not otherwise address or consider any actions that may have been taken (or not taken) or any events that may have occurred (or not occurred) since the original issuance of the Series 2006C Bonds. Except as expressly set forth in the Credit Facility Substitution Opinion, Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the issuance of the Series 2006C Bonds have adversely affected or may adversely affect the tax status of the interest on such Series 2006C Bonds. The Original Bond Counsel Opinion has not been updated or affirmed.

VII. Special Considerations Relating to the Series 2006C Bonds Bearing Interest at a Weekly Rate

The Remarketing Agent Is Paid by Borrower

The Remarketing Agent’s responsibilities include determining the interest rate from time to time and using best efforts to remarket Series 2006C Bonds that are optionally or mandatorily tendered by the owners thereof (subject, in each case, to the terms of the Remarketing Agreement), as further described in this Official Statement. The Remarketing Agent is appointed by the Borrower and is paid by the Borrower for its services. As a result, the interests of the Remarketing Agent may differ from those of existing holders and potential purchasers of Series 2006C Bonds.

The Remarketing Agent May Purchase Series 2006C Bonds for Its Own Account

The Remarketing Agent acts as remarketing agent for a variety of variable rate demand obligations and, in its sole discretion, may purchase such obligations for its own account. The

Remarketing Agent is permitted, but not obligated, to purchase tendered Series 2006C Bonds for its own account and, in its sole discretion, may acquire such tendered Series 2006C Bonds in order to achieve a successful remarketing of the Series 2006C Bonds (i.e., because there otherwise are not enough buyers to purchase the Series 2006C Bonds) or for other reasons. However, the Remarketing Agent is not obligated to purchase Series 2006C Bonds, and may cease doing so at any time without notice. The Remarketing Agent may also make a market in the Series 2006C Bonds by purchasing and selling Series 2006C Bonds other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales may be at or below par. However, the Remarketing Agent is not required to make a market in the Series 2006C Bonds. The Remarketing Agent may also sell any Series 2006C Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the Series 2006C Bonds. The purchase of Series 2006C Bonds by the Remarketing Agent may create the appearance that there is greater third party demand for the Series 2006C Bonds in the market than is actually the case. The practices described above also may result in fewer Series 2006C Bonds being tendered in a remarketing.

Series 2006C Bonds May Be Offered at Different Prices on Any Date Including a Rate Determination Date

Pursuant to the Remarketing Agreement, the Remarketing Agent is required to determine the applicable rate of interest that, in its judgment, is the lowest rate that would permit the sale of the Series 2006C Bonds bearing interest at the applicable interest rate at par plus accrued interest, if any, on and as of the applicable Rate Determination Date (as defined in the Official Statement). The interest rate will reflect, among other factors, the level of market demand for the Series 2006C Bonds (including whether the Remarketing Agent is willing to purchase Series 2006C Bonds for its own account). There may or may not be Series 2006C Bonds tendered and remarketed on a Rate Determination Date, the Remarketing Agent may or may not be able to remarket any Series 2006C Bonds tendered for purchase on such date at par and the Remarketing Agent may sell Series 2006C Bonds at varying prices to different investors on such date or any other date. The Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third party buyers for all of the Series 2006C Bonds at the remarketing price. In the event the Remarketing Agent owns any Series 2006C Bonds for its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Series 2006C Bonds on any date, including the Rate Determination Date, at a discount to par to some investors.

The Ability to Sell the Series 2006C Bonds Other Than through Tender Process May Be Limited

The Remarketing Agent may buy and sell Series 2006C Bonds other than through the tender process. However, it is not obligated to do so and may cease doing so at any time without notice and may require holders that wish to tender their Series 2006C Bonds to do so through the Bond Trustee with appropriate notice. Thus, investors who purchase the Series 2006C Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Series 2006C Bonds other than by tendering the Series 2006C Bonds in accordance with the tender process.

Under Certain Circumstances, the Remarketing Agent May be Removed, Resign or Cease Remarketing the Series 2006C Bonds, Without a Successor Being Named

Under certain circumstances the Remarketing Agent may be removed or have the ability to resign or cease its remarketing efforts, without a successor having been named, subject to the terms of the Remarketing Agreement.

VIII. Miscellaneous

The descriptions herein and in the Official Statement, the Series 2011 Credit Facility, and the Series 2011 Credit Facility Agreement are qualified in their entirety by reference to such documents, and the descriptions herein and in the Official Statement of the Series 2006C Bonds are qualified in their entirety by reference to the form thereof and the information with respect thereto included in the aforesaid documents.

APPENDIX A

CERTAIN INFORMATION CONCERNING U.S. BANK NATIONAL ASSOCIATION

The information under this heading has been provided solely by U.S. Bank National Association (“USBNA”) and is believed to be reliable. This information has not been verified independently by the Authority, the Borrower or the Remarketing Agent. The Authority, the Borrower and the Remarketing Agent make no representation whatsoever as to the accuracy, adequacy or completeness of such information.

U.S. Bank National Association (“USBNA”) is a national banking association organized under the laws of the United States and is the largest subsidiary of U.S. Bancorp. At March 31, 2011, USBNA reported total assets of \$306 billion, total deposits of \$215 billion and total shareholders’ equity of \$32 billion. The foregoing financial information regarding USBNA has been derived from and is qualified in its entirety by the unaudited financial information contained in the Federal Financial Institutions Examination Council report Form 031, Consolidated Report of Condition and Income for a Bank with Domestic and Foreign Offices (“Call Report”), for the quarter ended March 31, 2011. The publicly available portions of the quarterly Call Reports with respect to USBNA are on file with, and available upon request from, the FDIC, 550 17th Street, NW, Washington, D.C. 20429 or by calling the FDIC at (877) 275-3342. The FDIC also maintains an Internet website at www.fdic.gov that contains reports and certain other information regarding depository institutions such as USBNA. Reports and other information about USBNA are available to the public at the offices of the Comptroller of the Currency at One Financial Place, Suite 2700, 440 South LaSalle Street, Chicago, IL 60605.

U.S. Bancorp is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and, in accordance therewith, files reports and other information with the Securities and Exchange Commission (the “SEC”). U.S. Bancorp is not guaranteeing the obligations of USBNA and is not otherwise liable for the obligations of USBNA.

Except for the contents of this section, USBNA and U.S. Bancorp assume no responsibility for the nature, contents, accuracy or completeness of the information set forth in this Supplement to Official Statement.