
CONTINUING COVENANT AGREEMENT

dated as of August 1, 2012

between

WEST VIRGINIA UNIVERSITY HOSPITALS, INC.,
as Obligated Group Agent on behalf of
each Member of the Obligated Group

and

WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC

relating to

\$38,145,000
West Virginia Hospital Finance Authority
Hospital Refunding Bonds
(West Virginia United Health System Obligated Group)
2012 Series A

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CONTINUING COVENANT AGREEMENT

THIS CONTINUING COVENANT AGREEMENT, dated as of August 1, 2012 (as amended, modified or restated, this "*Agreement*"), between West Virginia University Hospitals, Inc., a West Virginia nonprofit corporation ("*WVUH*"), on behalf of itself and each Member of the Obligated Group (WVUH, acting as agent for the Obligated Group, and any successor or successors to WVUH acting in such capacity, being hereinafter referred to as the "*Obligated Group Agent*"), and WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC.

RECITALS

WHEREAS, the West Virginia Hospital Authority, a body corporate and a governmental instrumentality of the State of West Virginia (the "*Authority*"), has issued a series of bonds designated as the West Virginia Hospital Finance Authority Hospital Refunding Bonds (West Virginia United Health System Obligated Group) 2012 Series A, in an aggregate principal amount of \$38,145,000 (the "*Bonds*"), pursuant to a Bond Indenture dated as of August 1, 2012, between the Authority and Wells Fargo Bank, National Association, as bond trustee (together with its successors, the "*Bond Trustee*") (said Bond Indenture, as the same may be further amended, modified or restated in accordance with the terms thereof and hereof, the "*Bond Indenture*"); and

WHEREAS, the Authority has loaned the proceeds of the Bonds to the Obligated Group pursuant to a Loan Agreement dated as of August 1, 2012, between the Authority and the Obligated Group Agent (such Loan Agreement, as the same may be amended, modified or restated in accordance with the terms thereof and hereof, the "*Loan Agreement*"); and

WHEREAS, the Obligated Group has heretofore entered into an Amended and Restated Master Trust Indenture dated as of August 1, 2003, among each Member of the Obligated Group and the Huntington National Bank, as Master Trustee (as amended and supplemented from time to time, the "*Master Indenture*");

WHEREAS, the Obligated Group has used, and further intends to use, the proceeds of the Bonds for the refunding of the West Virginia Hospital Finance Authority Hospital Revenue Bonds (West Virginia Health System Obligated Group) 2008 Series A and to pay certain costs incurred in connection with the issuance of the Bonds; and

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

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

ARTICLE I

DEFINITIONS

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

"1933 Act" has the meaning set forth in Section 10.14(b) hereof.

"Affiliate" means with respect to a Person, any Person (whether for-profit or not-for-profit), which "controls," or is "controlled" by, or is under common "control" with such Person. For purposes of this definition, a Person "controls" another Person when the first Person possesses or exercises directly, or indirectly through one or more other affiliates or related entities, the power to direct the management and policies of the other Person, whether through the ownership of voting rights, membership, the power to appoint members, trustees or directors, by contract, or otherwise. Without limiting the generality of the foregoing, a Person shall be deemed to be "controlled" by another Person if such other Person possesses, directly or indirectly, power to vote 50% or more the securities having ordinary voting power for the election of directors or the equivalent.

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

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

"Amortization End Date" means the earliest to occur of (a) the first (1st) anniversary of the Mandatory Tender Date, (b) the date on which the interest rate on all of the Bonds have been converted to an interest rate other than the Index Interest Rate and (c) the date on which all Bonds are redeemed, repaid, prepaid or cancelled in accordance with the terms of the Bond Indenture.

"Amortization Payment" has the meaning set forth in Section 3.01(b) hereof.

"Amortization Payment Date" means (a) the Initial Amortization Payment Date and the first Business Day of each third (3rd) full calendar month occurring thereafter which occurs prior to the Amortization End Date and (b) the Amortization End Date.

"Amortization Period" has the meaning set forth in Section 3.01(b) hereof.

"Anti-Terrorism Laws" has the meaning set forth in Section 5.28 hereof.

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

"Authorized Representative" has the meaning set forth in the Bond Indenture.

"Bank Note" means that certain 2012-1 Wells Note issued pursuant to the Master Indenture by the Obligated Group Agent, on behalf of the Obligated Group, in favor of the Purchaser as security for its obligations with respect to the Bonds under this Agreement.

"Base Rate" means, for any day, a fluctuating rate of interest per annum equal to the highest of: (a) the Prime Rate in effect at such time *plus* one percent (1.0%), (b) the Federal Funds Rate in effect at such time *plus* two percent (2.0%) and (c) seven percent (7.0%).

"Bond Counsel" means an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance.

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

"Bond Note" means that certain 2012-1 Note issued pursuant to the Master Indenture by the Obligated Group Agent, on behalf of the Obligated Group, in favor of the Authority as security for its obligations with respect to the Bonds under the Loan Agreement.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement dated as of the date hereof among the Authority, the Purchaser and the Obligated Group Agent.

"Bond Trustee" has the meaning set forth in the recitals hereof.

"Bondholder" means the Purchaser and each Purchaser Transferee or Non-Purchaser Transferee pursuant to Section 10.14 hereof so long as such Purchaser Transferee or Non-Purchaser Transferee is an owner of Bonds.

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

"Business Day" has the meaning set forth in the Bond Indenture.

"Calculation Agent" has the meaning set forth in the Bond Indenture.

"Capital Lease" means any lease of Property which, in accordance with GAAP, is required or permitted to be capitalized on the financial statements of the lessee.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, Risk-Based Capital Guideline or treaty, (b) any change in any law, rule, regulation, Risk-Based Capital Guideline or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to

Basel III, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued

“*Closing Date*” means August 1, 2012.

“*Code*” means the Internal Revenue Code of 1986, as amended, and, where appropriate any statutory predecessor or any successor thereto.

“*Controlled Group*” means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Obligated Group, are treated as a single employer under Section 414 of the Code.

“*Credit Protection Provider*” means, collectively, (i) any party, including a Bondholder, who provides credit protection with respect to the Bonds and (ii) any party that participates in any such credit protection.

“*Days Cash on Hand*” means, as of any applicable determination date, the product obtained by multiplying (a) a fraction, the numerator of which is the Unrestricted Cash and Investments of the Members on such date and the denominator of which is the consolidated operating expenses of the Members (excluding (i) depreciation and amortization, (ii) extraordinary expenses, (iii) any expenses resulting from a forgiveness of or the establishment of reserves against any Indebtedness of an Affiliate which does not constitute an extraordinary expense, (iv) losses resulting from any reappraisal, revaluation or impairment of assets, (v) any unrealized losses resulting from changes in the value of investment securities or Interest Rate Agreements, and (vi) any expenses attributable to transactions between any Member and any other Member) for the period beginning on the first day of the fiscal year in which such determination date occurs and ending on the determination date, by (b) the number of calendar days in such period.

“*Debt*” means any indebtedness of a Person for the repayment of borrowed money (including Capital Leases, installment purchase contracts and guarantees of indebtedness) which is shown as a liability on the balance sheet of such Person or which is properly capitalized on the balance sheet of such Person in accordance with GAAP (including indebtedness evidenced by Master Obligations issued under the Master Indenture and indebtedness not evidenced by Master Obligations issued under the Master Indenture).

“*Debt Service Coverage Ratio*” means, as of any applicable determination date, the quotient obtained by dividing (a) the Income Available for Debt Service for the 12-month period ending on the determination date by (b) the Maximum Annual Debt Service Requirement calculated on the determination date.

“*Debt to Capitalization Ratio*” means, as of any applicable determination date, the quotient obtained by dividing (a) the aggregate amount of all Indebtedness of the Members by (b) the sum of (i) the aggregate amount of all Indebtedness of the Members and (ii) the unrestricted net assets of the Members, determined on a consolidated basis in accordance with GAAP.

"Default" means any event or condition which, with notice, the passage of time or any combination of the foregoing, would, unless cured or waived, constitute an Event of Default.

"Default Rate" means, for any day, the sum of (a) the Base Rate *plus* (b) three percent (3.0%) per annum.

"Determination of Taxability" means and shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the Obligated Group Agent, on behalf of the Obligated Group, files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Bondholder or any former Bondholder notifies the Authority and the Obligated Group Agent, on behalf of the Obligated Group, that it has received a written opinion of Bond Counsel to the effect that an Event of Taxability shall have occurred unless, within 180 days after receipt by the Obligated Group Agent, on behalf of the Obligated Group, of such notification from the Bondholder or any former Bondholder, the Obligated Group Agent, on behalf of the Obligated Group, shall deliver to the Bondholder and any former Bondholder a ruling or determination letter issued to or on behalf of the Authority or the Obligated Group Agent, on behalf of the Obligated Group, by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the Authority or the Obligated Group Agent, on behalf of the Obligated Group, shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Obligated Group Agent, on behalf of the Obligated Group, or upon any review or audit of the Obligated group Agent or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on that date when the Obligated Group Agent, on behalf of the Obligated Group, shall receive notice from the Bondholder or any former Bondholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Bondholder or such former Bondholder the interest on the Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the Obligated Group Agent, on behalf of the Obligated Group, has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined;

provided further, however, that upon demand from the Bondholder or former Bondholder, the Authority shall promptly reimburse, but solely from payments made by the Obligated Group Agent, on behalf of the Obligated Group, such Bondholder or former Bondholder for any payments, including any taxes, interest, penalties or other charges, such Bondholder (or former Bondholder) shall be obligated to make as a result of the Determination of Taxability.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time. References to Sections of ERISA shall be construed also to refer to any successor Sections.

“*Event of Default*” with respect to this Agreement has the meaning assigned to that term in Section 8.01 of this Agreement and, with respect to any Related Document, has the meaning assigned therein.

“*Event of Taxability*” means a (i) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Obligated Group Agent, on behalf of the Obligated Group, or the failure to take any action by the Obligated Group Agent, on behalf of the Obligated Group, or the making by the Obligated Group Agent, on behalf of the Obligated Group, of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Bonds) which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Bondholder or any former Bondholder for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Bondholder or any former Bondholder for federal income tax purposes with respect to the Bonds.

“*Excess Interest Amount*” has the meaning assigned to that term in Section 3.02(g) of this Agreement.

“*Executive Order*” has the meaning set forth in Section 5.28 hereof.

“*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided that*: (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day; and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one-hundredth of one percent) charged to the Purchaser on such day on such transactions as determined by the Purchaser.

“Fitch” has the meaning set forth in the Bond Indenture.

“Generally Accepted Accounting Principles” or *“GAAP”* means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Obligated Group Agent and the Members of the Obligated Group.

“Governmental Authority” means any federal, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including any zoning authority, the Federal Deposit Insurance Corporation or the Federal Reserve Board, any central bank or any comparable authority), or any arbitrator with authority to bind a party at law.

“Income Available for Debt Service” has the meaning set forth in the Master Indenture.

“Indebtedness” has the meaning set forth in the Master Indenture.

“Indemnatee” has the meaning set forth in Section 9.01 hereof.

“Index Interest Rate” has the meaning set forth in the Bond Indenture.

“Index Interest Rate Period” has the meaning set forth in the Bond Indenture.

“Initial Amortization Payment Date” means the first Business Day of the third (3rd) full calendar month occurring after the Mandatory Tender Date.

“Initial Period” has the meaning set forth in the Bond Indenture.

“Initial Purchase Price” has the meaning set forth in Section 2.01(a).

“Interest Payment Date” shall mean with respect to the Bonds, the first Business Day of each calendar month.

“Interest Rate Agreement” has the meaning set forth in the Master Indenture.

“Investment Grade” means a rating of at least “Baa3” (or its equivalent) by Moody’s or “BBB-” (or its equivalent) by Fitch or S&P.

“Investment Policy” means the investment policy of the Obligated Group, which policy has been approved by the board of directors or other governing body of the Obligated Group, and which has been delivered to the Purchaser pursuant to Section 4.01(a) hereof.

“Investor Letter” has the meaning set forth in Section 10.14(c) hereof.

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial

precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Liabilities” has the meaning set forth in Section 9.01 hereof.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“Loan Agreement” has the meaning set forth in the recitals hereof.

“Majority Bondholder” means the owner or owners of a majority of the aggregate principal amount of Bonds from time to time. As of the Closing Date, Wells Fargo Municipal Capital Strategies, LLC., shall be the Majority Bondholder.

“Mandatory Tender Date” means July 1, 2019.

“Master Indenture” means the Amended and Restated Master Trust Indenture dated as of August 1, 2003, between the Obligated Group Agent and the Master Trustee and including such additional amendments, modifications or supplements permitted pursuant to its terms and the terms hereof, including, without limitation, the Supplemental Indenture 2012-1.

“Master Obligation” means any Obligation (as defined in the Master Indenture) issued, authenticated and delivered under the Master Indenture.

“Master Trustee” means The Huntington National Bank, as master trustee under the Master Indenture, or any successor master trustee thereunder.

“Material Adverse Event” means any one or more events, occurrences or circumstances which, considered separately or together with one or more other events, occurrences or circumstances, proximately results in or would reasonably be expected to result in (i) any material impairment of the ability of a Member or the Obligated Group to carry on the material operations of such Member or the Obligated Group, as the case may be, as conducted as of the date hereof, (ii) any material impairment of the ability of the Members to pay and perform their obligations under the Related Documents, (iii) any material impairment of the ability of the Obligated Group to pay the Master Obligations or to otherwise perform the Obligated Group’s agreements under the Master Indenture, (iv) any invalidity of the Master Indenture, this Agreement or any of the other Related Documents to which any Member is a party or any material impairment of the enforceability of the Master Indenture or any of such Related Documents, or (v) any other material and adverse change in the business, financial condition or

operations of a Member (other than a Non-Material Obligated Group Member) or of the Obligated Group (considered as a whole).

"Maximum Annual Debt Service Requirement" has the meaning set forth in the Master Indenture.

"Medicaid" means, collectively, the health care assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§ 1396 *et seq.*) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders, guidelines or requirements pertaining to such program including (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting such program; (b) all state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations promulgated in connection with such program; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all government authorities promulgated in connection with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

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

"Member" or *"Member of the Obligated Group"* means each of the Members and any other Person that becomes a Member of the Obligated Group in accordance with the Master Indenture and subject to the provisions of Section 6.18(b) hereof; *provided* that any Member that shall have withdrawn from the Obligated Group as permitted by the Master Indenture and subject to the provisions of Section 6.18(b) hereof shall no longer constitute a "Member" or "Member of the Obligated Group" for purposes of this Agreement.

"Moody's" has the meaning set forth in the Bond Indenture.

"Non-Material Obligated Group Member" means, as of any date of determination, any Member whose Revenues for the then most recent fiscal year for which the Members have provided the Purchaser with audited annual financial statements of the Obligated Group conforming to the requirements set forth in Section 414 of the Master Trust Indenture are less than five percent (5.00%) of the total Revenues of the entire Obligated Group for such fiscal year; *provided, however*, that in no event shall West Virginia University Hospitals, Inc. or United Hospital Center, Inc. (or the successor of either, if applicable) constitute a Non-Material Obligated Group Member.

“Non-Purchaser Transferee” has the meaning set forth in Section 10.14(c) hereof.

“Obligated Group” means, collectively the Members and any other Person that becomes a Member of the Obligated Group in accordance with the terms and provisions of the Master Indenture and this Agreement; *provided* that any Member that shall have withdrawn from the Obligated Group as permitted by the Master Indenture and this Agreement shall no longer constitute a “Member” or “Member of the Obligated Group” for purposes of this Agreement.

“Obligated Group Agent” has the same meaning set forth in the introductory paragraph hereof.

“Obligations” means all amounts payable by the Obligated Group Agent and the Members, and all other obligations to be performed by the Obligated Group Agent and the Members, pursuant to this Agreement and the other Related Documents (including any amounts to reimburse the Purchaser for any advances or expenditures by it under any of such documents).

“OFAC” has the meaning set forth in Section 5.28 hereof.

“Original Master Indenture” means the Amended and Restated Master Trust Indenture dated as of August 1, 2003, between the Obligated Group Agent and the Master Trustee.

“Parity Debt” means any bonds, notes or other evidence of indebtedness issued by the Obligated Group and secured on a parity with the Bonds and other Master Obligations pursuant to the Master Indenture.

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

“PBGC” means the Pension Benefit Guaranty Corporation or any successor thereto.

“Person” means any individual, corporation, not for profit corporation, partnership, limited liability company, joint venture, association, professional association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

“Plan” means, with respect to the Obligated Group or any Member at any time, an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code and either (i) is maintained by a member of the Controlled Group for employees of a member of the Controlled Group of which the Obligated Group or such Member is a part, (ii) is maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which a member of the Controlled Group of which the Obligated Group or such Member is a part is then making or accruing an obligation to make contributions or has within the preceding five plan years made contributions.

"Prime Rate" means on any day, the rate of interest per annum then most recently announced by the Purchaser as its "prime rate." Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Purchaser to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that the Purchaser may make various business or other loans at rates of interest having no relationship to such rate. If the Purchaser ceases to exist or to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

"Project" has the meaning set forth in the Loan Agreement.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

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

"Purchaser" means, initially, Wells Fargo Municipal Capital Strategies, LLC, a wholly owned subsidiary of Wells Fargo Bank, National Association, a national banking association, and its successors and assigns, and upon the receipt from time to time by the Bond Trustee and the Obligated Group Agent, on behalf of the Obligated Group, of a notice described in Section 10.14(a) from time to time means the Person designated in such notice as the Purchaser, as more fully provided in Section 10.14(a) hereof.

"Purchaser Affiliate" means the Purchaser and any Affiliate of the Purchaser, and includes, without limitation, Wells Fargo Bank, National Association and Wells Fargo Securities (a trade name).

"Purchaser Document" means this Agreement, the Bond Indenture, the Loan Agreement, the Bonds, the Bank Note, the Bond Note, the Original Master Indenture, the Supplemental Indenture 2012-1 and the Bond Purchase Agreement.

"Purchaser Rate" means a fluctuating interest rate per annum which, for each day, shall equal (i) for the period from and including the Mandatory Tender Date to and including the one hundred eightieth (180th) day immediately succeeding the Mandatory Tender Date, the Base Rate from time to time in effect and (ii) from the period from and after the one hundred eighty-first (181st) day immediately succeeding the Mandatory Tender Date, the Base Rate from time to time in effect *plus* 1.00%; *provided that* if an Event of Default has occurred and is continuing, the Purchaser Rate shall equal the Default Rate.

"Purchaser Transferee" has the meaning set forth in Section 10.14(b) hereof.

"Rating Agency" means Moody's, S&P or Fitch.

“Related Documents” means this Agreement, the Bond Indenture, the Bonds, the Bank Note, the Bond Note, the Master Indenture, the Supplemental Indenture 2012-1, the Loan Agreement, the Bond Purchase Agreement and any other documents related to any of the foregoing or executed in connection therewith, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

“Revenues” has the meaning set forth in the Master Indenture.

“Risk-Based Capital Guidelines” means (i) the risk-based capital guidelines in effect in the United States on the date of this Agreement, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations adopted prior to the date of this Agreement.

“S&P” has the meaning set forth in the Bond Indenture.

“Solvent” means, with respect to the Members, on a consolidated basis, that as of the date of determination both (i) (a) the sum of the Members’ consolidated Indebtedness (including contingent liabilities) does not exceed all of the Members’ property, at a fair valuation; (b) the Members are able to pay the probable liabilities on the Members then existing debts as they become absolute and matured; (c) the Members’ capital is not unreasonably small in relation to their business or any contemplated or undertaken transaction; and (d) the Members do not intend to incur debts beyond their ability to pay such debts as they become due; and (ii) the Members are “solvent” within the meaning given that term and similar terms under applicable laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (discounted to present value at rates believed to be reasonable by the Members acting in good faith).

“State” means the State of West Virginia.

“Supplemental Indenture 2012-1” means the Supplemental Master Trust Indenture 2012-1 dated as of August 1, 2012, among WVUH, as Obligated Group Agent, and the Master Trustee.

“Taxable Date” means the date as of which interest on the Bonds is first includible in gross income of the Bondholder (including, without limitation, any previous Bondholder) thereof as a result of an Event of Taxability as such a date is established pursuant to either (i) the Determination of Taxability or (ii) an opinion of Bond Counsel.

“Tax Exempt Organization” means an entity organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code and exempt from federal income taxes under Section 501(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect.

"Taxable Period" has the meaning set forth in Section 3.02(e) hereof.

"Taxable Rate" means, with respect to a Taxable Period, the product of (i) the average interest rate on the Bonds during such period, and (ii) 1.54.

"Unfunded Liabilities" means, with respect to any Plan at any time, the amount (if any) by which (i) the value of all benefit liabilities under such Plan, determined on a plan termination basis using the assumptions prescribed by the PBGC for purposes of Section 4044 of ERISA, exceeds (ii) the fair market value of all Plan assets allocable to such liabilities under Title IV of ERISA (excluding any accrued but unpaid contributions), all determined as of the then most recent valuation date for such Plan, but only to the extent that such excess represents a potential liability of a member of the ERISA Group to the PBGC or any other Person under Title IV of ERISA.

"Unremarketed Bonds" means Bonds with respect to which the Purchaser has not received payment of the Purchase Price, if any, on the Mandatory Tender Date.

"Unrestricted Cash and Investments" means, with respect to the Obligated Group Members, as of any applicable determination date, the sum of (i) the amount of the unrestricted cash of the Obligated Group Members as of such date, plus (ii) the market value of the unrestricted marketable investment securities of the Obligated Group Members as of such date, after giving effect to the payment of all amounts due on such date on account of, or required to be deposited on such date into any applicable sinking fund, escrow or reserve for the payment of, Indebtedness of the Obligated Group Members.

"Welfare Plan" means a *"welfare plan,"* as such term is defined in Section 3(1) of ERISA.

"WVUH" has the meaning set forth in the introductory paragraph hereof.

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

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

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

Section 1.05. Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with Generally Accepted Accounting Principles. In the event of changes to Generally Accepted Accounting Principles which become effective after the Closing Date, the Obligated Group Agent and the Purchaser agree to negotiate in good faith appropriate revisions of this Agreement so as to perpetuate the meaning and effect of such provisions as originally negotiated and agreed upon.

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

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

(c) Except as otherwise provided in Section 6.15, all provisions of this Agreement making reference to specific Sections of any Related Document shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement notwithstanding payment of all amounts due under or secured by the Related Documents, the termination or defeasance thereof or any amendment thereto or any waiver given in connection therewith, so long as this Agreement is in effect and until all Obligations are paid in full. Except as otherwise provided in Section 6.15, no amendment, modification, consent, waiver or termination with respect to any of such Sections shall be effective as to this Agreement until specifically agreed to in writing by the parties hereto with specific reference to this Agreement.

ARTICLE II

PURCHASE OF BONDS

Section 2.01. Purchase of Bonds. (a) *Initial Purchase Price.* The Purchaser, the Authority and the Obligated Group Agent have entered into the Bond Purchase Agreement relating to the purchase of the Bonds. Upon the conditions set forth in Article IV hereof and the

Bond Purchase Agreement, and based on the representations, warranties and covenants of the Obligated Group Agent, on behalf of the Obligated Group, set forth in the Loan Agreement, the Bond Purchase Agreement and herein, the Purchaser hereby agrees to purchase the Bonds pursuant to the Bond Purchase Agreement, at the purchase price of \$38,145,000 representing the aggregate principal amount of the Bonds (the "*Initial Purchase Price*").

(b) *Closing.* On the Closing Date, the Obligated Group Agent, on behalf of the Obligated Group, shall deliver to the Purchaser the documents described in Article IV hereof and the Bond Purchase Agreement. Upon delivery of such documents, the Purchaser will pay the full Initial Purchase Price for the Bonds by immediately available federal funds to the Authority. One fully registered Bond, in the aggregate principal amount equal to the Initial Purchase Price, shall be issued to and registered in the name of the Purchaser, or as otherwise directed by the Purchaser. The Bonds shall be so issued and registered to and held by the Purchaser, or as otherwise directed by the Purchaser.

ARTICLE III

THE OBLIGATED GROUP AGENT'S OBLIGATIONS

Section 3.01. Payment Obligations. (a) The Obligated Group Agent, on behalf of the Obligated Group, hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment of all payment obligations owed to the Purchaser under the Related Documents, and to pay any other Obligations owing to the Purchaser whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in such Related Documents and under such Obligations.

(b) In the event the Purchaser has not received the Purchase Price on the Mandatory Tender Date, the Obligated Group Agent, on behalf of the Obligated Group, shall cause the Unremarketed Bonds to be redeemed on the Mandatory Tender Date; *provided* that, if the Obligated Group Agent, on behalf of the Obligated Group, is required to redeem Unremarketed Bonds as set forth above and (i) no Default or Event of Default shall have occurred and be continuing and (ii) the representations and warranties set forth in Article V shall be true and correct in all material respects on the Mandatory Tender Date, then the Obligated Group Agent, on behalf of the Obligated Group, shall cause the principal amount of such Bonds to be redeemed in installments payable on each Amortization Payment Date (each such payment, an "*Amortization Payment*"), with the final installment in an amount equal to the entire then-outstanding principal amount of such Bonds to be redeemed on the Amortization End Date (the period commencing on the Mandatory Tender Date and ending on the Amortization End Date is herein referred to as the "*Amortization Period*"). Each Amortization Payment shall be that amount of principal which will result in equal (as nearly as possible) aggregate Amortization Payments over the Amortization Period. During the Amortization Period, interest on Unremarketed Bonds shall accrue at the Purchaser Rate and be payable monthly in arrears on the first Business Day of each calendar month.

(c) The Obligated Group Agent, on behalf of the Obligated Group, shall pay within thirty (30) days after demand:

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

(ii) a non-refundable fee for each amendment of any Purchaser Document, consent by the Purchaser or waiver by the Purchaser under any Purchaser Document, in each case in a minimum amount of \$2,500, plus, in each case, the reasonable fees and expenses of counsel to the Purchaser;

(iii) the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to the Purchaser in connection with advising the Purchaser as to its rights and responsibilities under this Agreement and the other Purchaser Documents or in connection with responding to requests from the Obligated Group Agent, on behalf of the Obligated Group, for approvals, consents and waivers; and

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

In addition, if at any time any Governmental Authority shall require revenue or other documentary stamps or any other tax in connection with the execution or delivery of this Agreement or other Purchaser Documents, then, the Obligated Group Agent, on behalf of the Obligated Group, shall pay, when due and payable, for all such stamps, taxes and fees, including interest and penalties thereon, and the Obligated Group Agent, on behalf of the Obligated Group, agrees to save the Purchaser harmless from and against any and all liabilities with respect to or resulting from any delay of the Obligated Group Agent in paying, or omission of the Obligated Group Agent to pay, such stamps, taxes and fees hereunder.

Section 3.02. Increased Payments.

(a) *Increased Costs Generally.* The Obligated Group Agent, on behalf of the Obligated Group, agrees that if because of any Change in Law:

(i) any Bondholder or Credit Protection Provider should, with respect to this Agreement, the Bonds or any transaction hereunder, be subject to any tax, charge, fee, deduction or withholding of any kind whatsoever, or

(ii) increased insurance premiums, reserve requirements, or changes in levels of reserves, deposits, insurance or capital (including any allocation of capital requirements or conditions), should be imposed on any Bondholder or Credit Protection Provider with respect to this Agreement, the Bonds or any transactions hereunder or thereunder, and if any of the above-mentioned measures, should result in (A) any

increase in the cost to any Bondholder or Credit Protection Provider of owning the Bonds or any transaction under this Agreement, or (B) any reduction in the amount of principal, interest or any fee receivable by any Bondholder or Credit Protection Provider in respect of the Bonds or this Agreement or of any transaction under this Agreement or (C) any reduction in the yield or rate of return of any Bondholder or Credit Protection Provider on the Bonds, to a level below that which such Bondholder or such Credit Protection Provider could have achieved but for the adoption or modification of any such requirements,

and the result of any of the foregoing shall be to increase the cost to such Bondholder or Credit Protection Provider of holding the Bonds, or to reduce the amount of any sum received or receivable by such Bondholder or Credit Protection Provider hereunder or under any Related Document then, upon written request of such Bondholder or Credit Protection Provider as set forth in clause (c) of this Section, the Obligated Group Agent, on behalf of the Obligated Group, shall promptly pay to such Bondholder or Credit Protection Provider, as the case may be, such additional amount or amounts as will compensate such Bondholder or Credit Protection Provider, as the case may be, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If any Bondholder or Credit Protection Provider determines that any Change in Law affecting such Bondholder or Credit Protection Provider or such Bondholder's or Credit Protection Provider's holding company, if any, regarding capital requirements, has or would have the effect of reducing the rate of return on such Bondholder's or Credit Protection Provider's capital or on the capital of such Bondholder's or Credit Protection Provider's holding company, if any, as a consequence of this Agreement or any Related Document to a level below that which such Bondholder or Credit Protection Provider or such Bondholder's or Credit Protection Provider's holding company could have achieved but for such Change in Law (taking into consideration such Bondholder's or Credit Protection Provider's policies and the policies of such Bondholder's or Credit Protection Provider's holding company with respect to capital adequacy), then from time to time upon written request of such Bondholder or Credit Protection Provider as set forth in clause (c) of this Section, the Obligated Group Agent, on behalf of the Obligated Group, shall promptly pay to such Bondholder or Credit Protection Provider, as the case may be, such additional amount or amounts as will compensate such Bondholder or Credit Protection Provider or such Bondholder's or Credit Protection Provider's holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of a Bondholder or Credit Protection Provider setting forth the amount or amounts necessary to compensate such Bondholder or Credit Protection Provider or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Obligated Group Agent, on behalf of the Obligated Group, shall be conclusive absent manifest error. The Obligated Group Agent, on behalf of the Obligated Group, shall pay such Bondholder or Credit Protection Provider, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of any Bondholder or Credit Protection Provider to demand compensation pursuant to this Section shall not constitute a waiver of such Bondholder's or Credit Protection Provider's right to demand such compensation;

provided that the Obligated Group Agent, on behalf of the Obligated Group, shall not be required to compensate a Bondholder or Credit Protection Provider pursuant to this Section for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Bondholder or Credit Protection Provider, as the case may be, notifies the Obligated Group Agent, on behalf of the Obligated Group, of the Change in Law giving rise to such increased costs or reductions, and of such Bondholder's or Credit Protection Provider's intention to claim compensation therefor (except that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

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

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

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

(iv) The obligations of the Obligated Group Agent, on behalf of the Obligated Group, under this Section 3.02(e) shall survive the termination of this Agreement and the redemption or other payment in full of the Bonds.

(f) *Default Rate.* Upon the occurrence of an Event of Default, the Obligations shall bear interest at the Default Rate, which shall be payable by the Obligated Group Agent, on behalf of the Obligated Group, to each Bondholder (or, if applicable, the Purchaser) upon demand therefor.

(g) *Maximum Interest Rate.* (i) If the amount of interest payable for any period in accordance with the terms hereof or the Bonds exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the maximum interest rate permitted by applicable Law, then interest for such period shall be payable in an amount calculated at the maximum interest rate permitted by applicable Law.

(ii) Any interest that would have been due and payable for any period but for the operation of the immediately preceding subclause (i) shall accrue and be payable as provided in this subclause (ii) and shall, less interest actually paid to each Bondholder for such period, constitute the "Excess Interest Amount." If there is any accrued and unpaid Excess Interest Amount as of any date, then the principal amount with respect to which interest is payable shall bear interest at the maximum interest rate permitted by applicable Law until payment to each Bondholder of the entire Excess Interest Amount.

(iii) Notwithstanding the foregoing, on the date on which no principal amount with respect to the Bonds remains unpaid, the Obligated Group Agent, on behalf of the Obligated Group, shall pay to each Bondholder a fee equal to any accrued and unpaid Excess Interest Amount.

Section 3.03. Obligations Absolute. The payment obligations of the Obligated Group Agent, on behalf of the Obligated Group, under this Agreement shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including without limitation the following:

(a) any lack of validity or enforceability of this Agreement, the Bonds or any of the other Purchaser Documents;

(b) any amendment or waiver of or any consent to departure from all or any of the Purchaser Documents;

(c) the existence of any claim, set-off, defense or other right which the Obligated Group Agent or any Member of the Obligated Group may have at any time against the Purchaser, any other Beneficial Owner or any other person or entity, whether in connection with this Agreement, the other Purchaser Documents, the transactions contemplated herein or therein or any unrelated transaction; or

(d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

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

Section 3.04. Funding Indemnity. In the event the Purchaser shall incur any out-of-pocket loss, cost, or expense (including, without limitation, any loss, cost, or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Purchaser to purchase or hold the Bonds or the relending or reinvesting of such deposits or other funds or amounts paid or prepaid to the Purchaser) as a result of any redemption of the Bonds on a date other than an Interest Payment Date for any reason, whether before or after default, and whether or not such payment is required by any provision of this Agreement or the Bond Indenture, then upon the demand of the Purchaser, the Obligated Group Agent, on behalf of the Obligated Group, shall pay to the Purchaser a redemption premium in such amount as will reimburse the Purchaser for such loss, cost, or expense. If the Purchaser requests such redemption premium, it shall provide to the Obligated Group Agent a certificate setting forth the computation of the loss, cost, or expense giving rise to the request for such redemption premium in reasonable detail and such certificate shall be conclusive if reasonably determined.

Section 3.05. Optional Redemption or Conversion Fee. The Obligated Group Agent, on behalf of the Obligated Group, may optionally redeem all or any portion of the Bonds or convert the interest rate on all or any portion of the Bonds from the Index Interest Rate upon giving the Purchaser at least sixty (60) days prior written notice. In connection with any such optional redemption or conversion, the Obligated Group Agent, on behalf of the Obligated Group, shall pay to the Purchaser an optional redemption or conversion fee in connection with each optional redemption of all or any portion of the Bonds or each conversion of the interest rate on all or any portion of the Bonds from the Index Interest Rate prior to the first anniversary of the Closing Date, in an amount equal to the product of (A) the Applicable Spread in effect on the date of optional redemption or conversion, as applicable, (B) the principal amount of the Bonds to be optionally redeemed or converted to an interest rate other than the Index Interest Rate, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such optional redemption or conversion, as applicable, to and including the first anniversary of the Closing Date, and the denominator of which is 365, payable on the date that all or any portion of the Bonds are optionally redeemed or the date on which the interest rate on all or any portion of the Bonds are converted to bear interest at a rate other than the Index Interest Rate.

Section 3.06. Joint and Several Obligations. The Obligated Group Agent, on behalf of the Obligated Group, hereby acknowledges and agrees that the principal and interest on Bonds and all other Obligations owed to the Purchaser hereunder are the joint and several obligations of each Member of the Obligated Group and are absolute and unconditional and shall not in any

manner be affected or impaired by any acts or omissions whatsoever by the Purchaser. By the execution and delivery of this Agreement by the Obligated Group Agent, on behalf of the Obligated Group, each Member of the Obligated Group hereby expressly waives and surrenders any defense to its joint and several obligation with respect to the Obligations based upon any of the foregoing. In furtherance thereof, the Obligated Group Agent agrees that wherever in this Agreement it is provided that the Obligated Group Agent, on behalf of the Obligated Group, is liable for a payment, such obligation is the joint and several obligation of each Member of the Obligated Group.

Section 3.07. Purchaser Consent to Subsequent Index Interest Rate Period. (a) So long as the Purchaser is the Bondholder, on or before the date one hundred twenty (120) days prior to the end of the Initial Period, the Obligated Group Agent, on behalf of the Obligated Group, may provide written notice to the Purchaser of its desire to change the interest rate mode of the Bonds (including conversion to a new Index Interest Rate Period) and requesting the Purchaser to purchase such Bonds in such new Index Interest Rate Period or provide the liquidity or credit enhancement necessary to facilitate the conversion of the Bonds to such new interest rate mode. The Purchaser will make reasonable efforts to respond to such request within sixty (60) days after receipt of all information necessary, in the Purchaser's reasonable judgment, to permit the Purchaser to make an informed credit decision. The Purchaser may, in its sole and absolute discretion, decide to accept or reject any such request and no consent shall become effective unless the Purchaser shall have consented thereto in writing. In the event the Purchaser fails to definitively respond to such request within such sixty (60) day period, the Purchaser shall be deemed to have refused to grant such request. The consent of the Purchaser, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Purchaser (which may include, but not be limited to the delivery of a "no adverse effect opinion" of Bond Counsel to the Purchaser with respect to the tax-exempt status of the Bonds as a result of such conversion and interest rate setting). In the event the Obligated Group Agent, on behalf of the Obligated Group, and the Purchaser fail to document in writing their agreement of the proposed rate(s) and terms of the succeeding period(s), the Obligated Group Agent, on behalf of the Obligated Group, shall continue to be required to repurchase the Bonds on the Mandatory Tender Date for a purchase price of 100% of the par amount plus accrued interest to the Mandatory Tender Date.

ARTICLE IV

CONDITIONS PRECEDENT TO PURCHASE OF BONDS

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

(a) The following organizational documents:

(i) copies of the resolutions (or similar instrument) of the governing body of each Member of the Obligated Group approving the execution and delivery of this Agreement, the Loan Agreement, the Bank Note, the Bond Note and the Supplemental Indenture 2012-1, certified by an Authorized Representative, as being true and complete and in full force and effect on the Closing Date;

(ii) the organizational documents of each Member of the Obligated Group, certified to be in full force and effect as of a date not more than thirty (30) days preceding the Closing Date by an appropriate official of the applicable jurisdiction of organization of such Member and certified by an Authorized Representative to be in full force and effect on the Closing Date;

(iii) certificates of existence or good standing for each Member of the Obligated Group issued by an appropriate official of the applicable jurisdiction of organization of such Member, issued no more than thirty (30) days preceding the Closing Date;

(iv) a certificate of an Authorized Representative certifying the names and specimen signatures of the persons authorized to sign, on behalf of each Member of the Obligated Group, this Agreement, the Loan Agreement, the Bank Note, the Bond Note and the Supplemental Indenture 2012-1 and the other documents to be delivered by it hereunder or thereunder;

(v) a certificate of an Authorized Representative, in form and substance reasonably satisfactory to the Purchaser, to the effect that all actions required to be taken by, and all resolutions required to be adopted by (which resolutions shall be attached to such certificate), each of the Members of the Obligated Group under applicable law have been completed and adopted;

(vi) a copy of the Investment Policy; and

(vii) a determination letter from the Internal Revenue Service confirming that the Obligated Group Agent and each other Member of the Obligated Group qualifies as a Tax Exempt Organization.

(b) The following financing documents:

(i) an executed original of this Agreement, the Bond Indenture, the Loan Agreement, the Bond, the Bank Note, the Supplemental Indenture 2012-1 and the Bond Purchase Agreement;

(ii) a certified copy of the Bond Note and the Master Indenture (including each supplement thereto); and

(iii) copies of all documentation relating to any Interest Rate Agreement relating to the Bonds.

(c) The following opinions, addressed to the Purchaser or on which the Purchaser is otherwise expressly authorized to rely:

(i) from general counsel to the Obligated Group Agent and each of the Members of the Obligated Group satisfactory to the Purchaser, opinions as to the due execution, delivery and enforceability of each Purchaser Document to which a Member is a party, as applicable, the 501(c)(3) status of each Member, and such other customary matters as the Purchaser may reasonably request;

(ii) from counsel to the Authority, opinions as to the due execution, delivery and enforceability of the Bond Purchase Agreement, the Bond Indenture and the Loan Agreement, and such other customary matters as the Purchaser may reasonably request; and

(iii) from Bond Counsel, opinions as to such customary matters as the Purchaser may reasonably request (including, without limitation, to the effect that the interest on the Bonds is excludable from the gross income of the recipients thereof for federal income tax purposes).

(d) True and correct copies of all approvals of each Governmental Authority, if any, necessary for the Members of the Obligated Group to enter into this Agreement, the Purchaser Documents to which they are a party and the transactions contemplated thereby.

(e) The following documents and other information:

(i) a certificate signed by an Authorized Representative certifying that (A) there has been no event or circumstance since the release of the financial statements December 31, 2011, that has had or could be reasonably expected to cause, either individually or in the aggregate, a Material Adverse Event, (B) that the representations and warranties contained in Article V hereof and the other Purchaser Documents are true and correct in all material respects on the Closing Date and (C) no event has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Default or Event of Default;

(ii) a certificate executed by an authorized officer of WVUH evidencing compliance with the financial covenants set forth in Article VII hereof in form and substance satisfactory to the Purchaser, together with copies of the most recent management-prepared financial statements of the Obligated Group;

(iii) evidence that a CUSIP number has been obtained and reserved from Standard & Poor's CUSIP Service for the Bond; and

(iv) evidence that the unenhanced long-term debt rating on Parity Debt from Moody's and S&P shall be at least "A2" and "A+," respectively.

Section 4.02. Litigation. The Purchaser shall have received a written description of all actions, suits or proceedings pending or, to the Obligated Group Agent's knowledge threatened in writing against the Obligated Group or any of its Affiliates or the Facilities in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body, if the same would reasonably be expected to cause a Material Adverse Event, and such other statements, certificates, agreements, documents and information with respect thereto as the Purchaser may reasonably request.

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

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

Section 4.05. Change in Law. Prior to the Closing Date, the Purchaser shall have determined, in its sole discretion, that there has been no change in any law, rule or regulation (or in the Purchaser's interpretation or administration of any law, rule or regulation) that, in each case, may adversely affect the consummation of the transaction.

Section 4.06. No Bond Rating; DTC. The Bonds shall not (i) be assigned a separate rating by any Rating Agency, or (ii) be registered with The Depository Trust Company or any other securities depository.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Obligated Group Agent, on behalf of itself and the other Members of the Obligated Group, hereby represents and warrants to the Purchaser as of the date hereof as follows:

Section 5.01. Existence and Standing. The Obligated Group Agent is a nonprofit corporation duly organized and validly existing under the laws of the State of West Virginia and has the necessary power and authority to execute this Agreement and the Related Documents to which it is a party, to perform its obligations hereunder and thereunder and to conduct its business as presently conducted and is duly licensed or qualified in all jurisdictions where its nature of its activities require such licensing or qualification and where its failure to qualify

would materially adversely affect its ability to conduct its business. Each Member is a nonprofit organization duly organized and validly existing under the laws of the State of West Virginia.

Section 5.02. Authorization and Validity. (a) The Obligated Group Agent's execution and delivery of this Agreement and the Related Documents to which it is a party, on behalf of itself and the other Members of the Obligated Group, have been duly authorized by proper corporate proceedings, and no further approval, authorization or consents are required by law or otherwise for that purpose. The Obligated Group Agent, on behalf of the Obligated Group, has the power and authority to borrow proceeds of the Bonds as contemplated by the Bond Indenture, and the Obligated Group Agent has taken all necessary corporate action or that action has been taken on its behalf, to authorize the execution, delivery and performance of this Agreement and/or the Related Documents to which it is a party.

(b) Each Member had at all relevant times and has the requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and the Related Documents to which each such Member is or will be a party and did take or has taken all necessary corporate action pursuant to each respective Member's organizational documents to authorize the execution, delivery and performance of this Agreement and the other Related Documents to which each such Member is or will be a party.

Section 5.03. Enforceability. Assuming due authorization, execution and delivery by each of the other parties thereto, each of this Agreement and the Related Documents to which the Obligated Group Agent or any Member is a party constitutes the legal, valid and binding obligation of the Obligated Group Agent or any such Member enforceable in accordance with each such document's respective terms, subject, as to enforceability, to applicable bankruptcy, moratorium, insolvency or similar laws affecting the rights of creditors generally and to certain principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Each of the Related Documents is or will be, on the Closing Date, in full force and effect.

Section 5.04. No Conflict. The execution, delivery and performance of this Agreement and the other Related Documents to which the Obligated Group Agent or any Member is or will be a party (a) do not violate any material provision of any law or regulation or of any order or decree of any Governmental Authority, (b) do not and will not violate any provision of the articles of incorporation or by-laws of any of the Members or any material provision of any mortgage, indenture, contract or other undertaking by which any of the Members or any of their assets is bound and (c) except as provided in the Bond Indenture, this Agreement or the other Related Documents, do not and will not result in the creation or imposition of any security interest, lien, charge or encumbrance on any of its assets pursuant to the provisions of any of the foregoing.

Section 5.05. Consents. All material consents, licenses, approvals, validations and authorizations of, and registrations, validations or declarations by or with, any Governmental Authority required to be obtained in connection with the execution, delivery, performance, validity or enforceability of this Agreement and the other Related Documents (including the Bonds) have been obtained and are in full force and effect.

Section 5.06. Litigation. No litigation, arbitration or administrative proceeding of or before any Governmental Authority is pending, or to the knowledge of the Obligated Group Agent, threatened (a) with respect to any of the transactions contemplated by this Agreement and the other Related Documents (including the Bonds), or (b) against or affecting any of the Members, or any of their assets, which, if adversely determined, would cause a Material Adverse Event.

Section 5.07. Default. No Event of Default or Default has occurred and is continuing or would result by entering into this Agreement.

Section 5.08. Security for Bonds. The Bonds purchased pursuant hereto will be transferred to the Purchaser free and clear of all liens, security interests or claims of any Person other than the Purchaser, except for consensual liens or other security interests as may be created by the Purchaser and shall be secured as, and payable as set forth in the Bond Indenture and the Master Indenture.

Section 5.09. Incorporation of Representations and Warranties. The Obligated Group Agent and the Members hereby make to the Purchaser the same representations and warranties as are being made by the Obligated Group Agent and the Members in each Related Document to which the Obligated Group Agent or any such Member is a party, which representations and warranties, together with the related definitions of terms contained therein, are hereby incorporated by reference with the same effect as if each and every such representation and warranty and definition were set forth herein in its entirety.

Section 5.10. Financial Statements. An audited combined and an unaudited combining balance sheet of the Obligated Group as of the end of the Obligated Group's most recent fiscal year and an audited combined and unaudited combining statement of change in fund balances and changes in financial position for such fiscal year and an audited combined and an unaudited combining statement of revenues and expenses for such fiscal year and the auditors' reports, as applicable, with respect thereto, copies of which have heretofore been furnished to the Purchaser, are complete and correct and fairly present the financial condition, changes in net assets and results of operations of the Obligated Group at such dates and for such periods, and were prepared in accordance with generally accepted accounting principles, consistently applied. After the end of the Obligated Group's most recent fiscal year, there has been no material adverse change in the condition (financial or otherwise) or operations of the Obligated Group, except as disclosed in such documents provided by the Obligated Group Agent to the Purchaser. Since the date of the most recent financial statements of the Obligated Group provided to the Purchaser, no transaction or event shall have occurred and no change shall have occurred in the condition (financial or otherwise) or operations of the Obligated Group Agent which materially adversely affects the issuance of any of the Bonds, the security for any of the Bonds, or the ability of the Obligated Group to repay when due the principal of and interest on any Bonds, the Obligations, any of the Bonds and to perform their other obligations under the Related Documents.

Section 5.11. Accurate Information. All financial information, reports and other papers and data with respect to the Members furnished to the Purchaser were, at the time the same were

so furnished, accurate in all material respects. Any financial information furnished to the Purchaser were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial information and represented, and as of the date of this representation, represent, each of the Member's best estimate of their respective future financial performance. No fact is known to any of the Members that materially and adversely affects or in the future may (so far as any Member may reasonably foresee) materially and adversely affect the security for any of the Bonds, or any of the Member's ability to repay when due principal and interest on any Bonds, the Obligations, any of the Bonds and to perform its other obligations under the Related Documents or in the financial statements and other documents referred to in this Section 5.11 or in such information, reports, papers and data or otherwise disclosed in writing to the Purchaser. Taken as a whole, the documents furnished and statements made by the Members in connection with the negotiation, preparation or execution of this Agreement and the Related Documents do not contain untrue statements of material facts or omit to state material facts necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

Section 5.12. No Proposed Legal Changes. There is no amendment, or to the knowledge of any Member, proposed amendment, certified for placement on a statewide ballot to the Constitution of the State of West Virginia or any published administrative interpretation of the Constitution of the State of West Virginia or any law of the State of West Virginia or any law of any other state, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect the issuance of any of the Bonds, the security for any of the Bonds, or any of the Member's ability to repay when due any obligations under this Agreement, any of the Bonds and the other Related Documents.

Section 5.13. Survival of Representations and Warranties. All statements contained in any certificate or other instrument delivered by or on behalf of any of the Members pursuant to or in connection with this Agreement (including, but not limited to, any such statements made in or in connection with any amendment hereto) shall constitute representations and warranties made under this Agreement, as of the date of such certificate or other instrument.

Section 5.14. Permitted Investments. No Member has made any investment or entered into any agreements for the purpose of effecting any investment of amounts maintained under the Bond Indenture which are not permitted pursuant to the Bond Indenture.

Section 5.15. No Maximum Rate. The interest rate payable on any Bonds or Obligations is not subject to any limitation under the laws or constitution of the State which would result in the Maximum Bond Interest Rate being less than 25% per annum or otherwise cause the amounts payable to the Purchaser pursuant to this Agreement to be in violation of any such limitation.

Section 5.16. ERISA. The Members have not heretofore engaged in, and the consummation of the transactions herein provided for, and compliance by the Members with the provisions of this Agreement and the Related Documents will not involve any prohibited transaction within the meaning of ERISA. The Members and each of their respective Affiliates

are in compliance in all material respects with ERISA to the extent applicable to it and has received no notice to the contrary from the PBGC or any other Governmental Authority. Neither the Members nor any of their respective Affiliates have any Unfunded Liabilities except as otherwise disclosed in the financial statements previously provided to the Purchaser. No condition exists or event or transaction has occurred with respect to any Plan which could reasonably be expected to result in the incurrence by the Members or their respective Affiliates of any material liability, fine or penalty. Neither the Members nor any of their respective Affiliates has any contingent liability with respect to any post-retirement benefits under a Welfare Plan, other than liability for continuation of coverage described in Part 6 of Title I of ERISA.

Section 5.17. Environmental. No Member has received any notice to the effect that any of the Member's operations are not in material compliance with any of the requirements of applicable federal, state and local environmental, health and safety statutes and regulations or the subject of any federal or state investigation evaluation of whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a Material Adverse Event on the operation or condition, financial or otherwise, of any of the Obligated Group.

Section 5.18. Insurance. Each Member of the Obligated Group currently maintains insurance coverage in accordance with the terms and conditions of the Master Indenture.

Section 5.19. Taxes. Each Member of the Obligated Group has filed or caused to be filed all tax returns required by law to be filed and has paid or caused to be paid all taxes, assessments and other governmental charges levied upon or in respect of any of its properties, assets or franchises, other than taxes the validity or amount of which are being contested in good faith by the applicable Member by appropriate proceedings and for which such Member shall have set aside on its books adequate reserves in accordance with GAAP. The charges, accruals and reserves on the books of the Obligated Group in respect of taxes for all fiscal periods are adequate, and there is no unpaid assessment for additional taxes for any fiscal period or any basis therefor.

Section 5.20. Casualty. Neither the business nor the property of any Member is currently affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance), materially and adversely affecting the business, properties or operations of such Member.

Section 5.21. Compliance with Laws. Each Member of the Obligated Group which is a hospital is in compliance in all material respects with all federal, state and local laws, regulations, quality and safety standards, accreditation standards and requirements of the applicable state Department of Health (the "DOH") and other federal, state or local governmental authorities including, without limitation, Medicare and Medicaid laws and regulations and those relating to the quality and adequacy of medical care, distribution of pharmaceuticals, rate setting, equipment, personnel, operating policies, additions to facilities and services and fee splitting.

Section 5.22. Security. The Master Indenture provides a Lien on and security interest in the Trust Estate (which includes a Lien on and security interest in the Revenues) to secure the prompt payment of (i) the principal of and interest on the Bonds, as evidenced by the Bond Note and (ii) the obligations owed to the Purchaser under this Agreement, as evidenced by the Bank Note. The Bank Note and the Bond Note have been duly and validly issued under the Supplemental Indenture 2012-1 and each is a valid and binding joint and several obligation of each Member of the Obligated Group and ranks on a parity with all other Master Obligations issued pursuant to the Master Indenture.

Section 5.23. Perfection of Security Interest in Trust Estate. The Obligated Group Agent, on behalf of itself and the other Members of the Obligated Group, has taken any and all action necessary to perfect the Lien on and security interest in the Trust Estate (which includes a Lien on and security interest in the Revenues) granted to the Master Trustee, on behalf of the holders of the Master Obligations, pursuant to the Master Indenture by the filing of appropriate financing statements (to the extent that perfection of the Lien and security interest in the Trust Estate may be achieved by the filing of a financing statement).

Section 5.24. Solvency. Each Member of the Obligated Group is Solvent.

Section 5.25. Federal Reserve Regulations. No part of the proceeds of any Bonds will be used for the purpose, whether immediate, incidental or ultimate, to purchase or carry any margin stock (within the meaning of Regulation U or X of the Board of Governors of the Federal Reserve System, as amended from time to time), or to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any other purpose that would violate any of the regulations of said Board of Governors.

Section 5.26. Not an Investment Company. Neither the Obligated Group Agent, nor any other Member, is not an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

Section 5.27. Indebtedness. The obligations of the Obligated Group Agent, on behalf of the Obligated Group, under this Agreement constitute “Indebtedness” incurred under (and as defined in) the Master Indenture.

Section 5.28. Anti-Terrorism Laws. Neither the Members nor any of their respective Affiliates are in violation of any Laws relating to terrorism or money laundering (“*Anti-Terrorism Laws*”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “*Executive Order*”), and the Patriot Act;

(a) Neither the Members nor any of their respective Affiliates are any of the following:

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

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

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

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

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

(b) Neither the Members nor any of their respective Affiliates (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (a)(ii) above, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

The representations and warranties of the Obligated Group Agent, on behalf of itself and the other Members of the Obligated Group, set forth in this Article V shall survive the termination of this Agreement.

ARTICLE VI

AFFIRMATIVE AND NEGATIVE COVENANTS

The Obligated Group Agent covenants and agrees with the Purchaser that it will, and will cause each Member of the Obligated Group to, do the following during the term of this Agreement, and thereafter, so long as any Obligations remain unpaid or unfilled, unless the Purchaser shall otherwise consent in writing:

Section 6.01. Reporting Requirements. The Members will keep proper books of record and account in accordance with GAAP as the same are in effect on the date hereof and will deliver or cause to be delivered to the Purchaser:

(i) As soon as available and in any event within sixty (60) days after the close of each quarter of each fiscal year of the Obligated Group:

(1) unaudited consolidated and consolidating financial statements of the Obligated Group, including a balance sheet, related statements of operations,

changes in net assets and cash flows as of the end of such quarter and for such quarter and the current fiscal year to the end of such quarter, which shall be internally prepared and presented on a consistent basis, setting forth in each case in comparative form the figures for the corresponding period of the previous fiscal year of the Obligated Group; and

(2) a certificate signed by the Obligated Group Agent (i) stating that the unaudited financial statements referred to in subsection (i)(1) above have been prepared on substantially the same basis as the most recent financial statements delivered to the Purchaser and the financial statements theretofore furnished to the Purchaser pursuant to subsection (i)(1) above, and (ii) stating that no Event of Default or Default has occurred and is continuing, or if such Event of Default or Default has occurred and is continuing, specifying the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default; such certificate shall also set forth the calculations supporting such statements in respect of Sections 7.01, 7.02 and 7.03 of this Agreement.

(ii) As soon as available and in any event within one hundred fifty (150) days after the close of each fiscal year of the Obligated Group:

(1) audited consolidated and consolidating statements of financial position of the Obligated Group complying with the requirements of Section 414(A) of the Master Indenture, together with unaudited consolidating financial statements of the Obligated Group for such fiscal year in form and substance satisfactory to the Bank; and

(2) a certificate signed by the Obligated Group Agent (i) stating that the Obligated Group Agent has made a review of the activities during the preceding fiscal year for the purpose of determining whether or not each Member has complied with all of the terms, provisions and conditions of this Agreement, the Bond Indenture, the Loan Agreement and the other Related Documents to which each such Member is a party, (ii) stating that to the best of his or her knowledge, each Member has kept, observed, performed and fulfilled each and every covenant, provision and condition of this Agreement, the Bond Indenture, the Loan Agreement and the other Related Documents to which it is a party and (iii) stating that no Event of Default or Default has occurred, or if such Event of Default or Default has occurred, specifying the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default; such certificate shall also set forth the calculations supporting such statements in respect of Sections 7.01, 7.02 and 7.03 of this Agreement.

(iii) Within thirty (30) days following its receipt thereof, copies of any letter or report, including the annual management report, with respect to its management, operations or properties or those of the Obligated Group submitted to it or to another

Member of the Obligated Group by its accountants in connection with any annual or interim audit of the Obligated Group's accounts; and

(iv) Such other information respecting the operations and properties, financial or otherwise, of the Obligated Group and its Members as the Purchaser may from time to time reasonably request, excepting, however, any confidential patient care or donor information.

Section 6.02. Notice of Default. Promptly (but in no event later than five (5) Business Days) after the Obligated Group Agent or any other Member of the Obligated Group shall have obtained knowledge of the occurrence of an Event of Default or Default, provide to the Purchaser the written statement of the Obligated Group Agent, on behalf of the Obligated Group, setting forth the details of each such Event of Default or Default and the action that the Obligated Group proposes to take with respect thereto.

Section 6.03. Conduct of Business. The Obligated Group Agent shall, and shall cause each Member of the Obligated Group to, conduct its business in an orderly, efficient and regular manner.

Section 6.04. Payment of Taxes and Other Obligations. Pay all taxes, assessments, and governmental charges or levies imposed upon it or upon or against the Obligated Group and all lawful claims which, if unpaid, might become a lien or charge upon any of its properties, *provided* that it shall not be required to pay any such tax, assessment, charge, levy, claim or monetary obligation which is being contested in good faith and by appropriate proceedings which shall operate to stay enforcement thereof or which is a Permitted Encumbrance.

Section 6.05. Insurance. The Obligated Group Agent shall maintain, and shall cause each Member of the Obligated Group to maintain, insurance coverage in accordance with the terms and conditions of the Master Indenture.

Section 6.06. Compliance with Laws, Etc. Comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, except if the failure to comply would not reasonably be expected to have a Material Adverse Event on the Obligated Group's ability to perform its obligations hereunder or under the Related Documents unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

Section 6.07. Inspection Rights. At any reasonable time and from time to time during normal business hours and, upon reasonable written notice, permit the Purchaser or any agents or representatives thereof, at the Purchaser's expense, to examine and make copies of the records and books of account related to the Obligated Group (other than confidential patient and donor records) and the transactions contemplated by this Agreement, to visit its properties and to discuss its affairs, finances and accounts with any of its officers and independent accountants.

Section 6.08. Maintenance of Approvals, Filings and Registrations. At all times maintain in effect, renew and comply with all the terms and conditions of all consents, licenses, approvals

and authorizations as may be necessary or appropriate under any applicable law or regulation for the execution, delivery and performance of this Agreement and the Related Documents to which any Member is a party (except such consents, licenses, approvals and authorizations as to which failure to so maintain, renew or comply could not reasonably be expected to cause a Material Adverse Event) and to make such agreements legal, valid, binding and enforceable.

Section 6.09. Maintenance of Properties. Maintain, at its own expense, its properties, improvements and every part thereof in good repair and operating condition.

Section 6.10. Bond Proceeds. Use the proceeds of the Bonds for the purposes set forth in the Bond Indenture and the Loan Agreement.

Section 6.11. Further Assurance. Execute and deliver to the Purchaser all such documents and instruments and do all such other acts and things as may be necessary or reasonably required by the Purchaser to enable the Purchaser to exercise and enforce its rights under this Agreement and the Related Documents to which any Member is a party and to realize thereon, and record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or reasonably required and as directed by the Purchaser to validate, preserve and protect the position of the Purchaser under this Agreement and the Related Documents.

Section 6.12. Disclosure to Participants. Permit the Purchaser to disclose the information described in Section 6.01 hereof to any participants of the Purchaser; *provided, however*, that any such participant shall not disclose any such information to any party without the prior written consent of the Obligated Group Agent (other than as required by law or to its independent certified public accountants).

Section 6.13. Certain Notices. The Obligated Group Agent, on behalf of the Obligated Group, shall furnish to the Purchaser the following:

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

(ii) Prompt notice of the institution of, or any final adverse determination in, any material litigation, arbitration, proceeding or proceedings by or before any Governmental Authority which, if adversely determined, would be reasonably likely to result in a Material Adverse Affect.

(iii) Prompt written notice to the Purchaser of any matter or event which may result in a Material Adverse Event.

(iv) At the request of the Purchaser, copies of each request made by, and other information as and when provided to, the Bond Trustee and the Master Trustee.

(v) Within thirty (30) days of the issuance of any bonds or other obligations of the Obligated Group secured under the Master Indenture, copies of any disclosure documents distributed in connection therewith.

(vi) Promptly after the furnishing thereof, copies of any financial statement or report furnished to any trustee or other holder of the obligations of the Obligated Group or any Member therefor pursuant to the terms of the Master Indenture, any resolution, indenture, loan or credit or similar agreement and not otherwise required to be furnished to the Purchaser pursuant to any other clause of this Section 6.13.

(vii) Prompt written notice of (1) any change in the location of the Obligated Group Agent's executive offices, (2) any change in the location of the state of incorporation of any Member of the Obligated Group, (3) any change in the name of the Obligated Group, (4) any alteration in the nature of its business in any material respect, (5) any additions or withdrawals of Members to or from, as the case may be, the Obligated Group, and (6) any change in the Member designated as the Obligated Group Agent.

(viii) (1) Prompt notice of the failure by the Bond Trustee to perform any of its obligations under the Bond Indenture, (2) forthwith, copies of any notification delivered to or received by it with respect to a downgrade, withdrawal or suspension of the rating assigned by S&P, Moody's or Fitch to the Bonds or any other obligation of any Member, (3) forthwith, copies of any correspondence or other communications, delivered to or received by it or by or on behalf of any Member, from the Internal Revenue Service with respect to the Bonds or any other obligation of any Member, (4) prompt notice of any proposed substitution of this Agreement, (5) forthwith, copies of each notice required to be given to the Purchaser pursuant to the Bond Indenture, and (6) such further financial and other information (other than confidential, privileged or donor information) with respect to the Obligated Group and its Members as the Purchaser may reasonably request from time to time.

(ix) If and when any member of the Controlled Group (1) gives or is required to give notice to the PBGC of any "reportable event" (as defined in Section 4043 of ERISA) with respect to any Plan which might constitute grounds for a termination of such Plan under Title IV of ERISA, or knows that the plan administrator of any Plan has given or is required to give notice of any such reportable event, a copy of the notice of such reportable event given or required to be given to the PBGC; (2) receives notice of complete or partial withdrawal liability under Title IV of ERISA of an intent to terminate or appoint a trustee to administrator any Plan, a copy of such notice.

Section 6.14. Existence. Each Member shall maintain its existence as a nonprofit corporation and its tax exempt status under Section 501(c)(3) of the Code.

Section 6.15. Related Document Covenants. (i) The Obligated Group Agent agrees that it will, and will cause each Member of the Obligated Group to, perform and comply with each and every covenant and agreement to be performed or observed by it in each of the Related

Documents to which they are a party and each such covenant, together with the related definitions of terms contained therein, is hereby incorporated by reference herein with the same effect as if it were set forth herein in its entirety. No termination or amendment to such covenants and agreements or defined terms or release of the Obligated Group Agent or any Member with respect thereto as incorporated by reference herein are permitted without the prior written consent of the Purchaser. Notwithstanding any termination or expiration of any such Related Document, the Obligated Group Agent and the Members shall continue to observe the covenants set forth therein for the benefit of the Purchaser until the termination of this Agreement and the payment of all obligations due and owing hereunder, including without limitation the payment of the principal of and all accrued interest on all Bonds. All such incorporated covenants shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein.

(ii) To the extent that any provision of any of the Related Documents relating to the Obligations hereunder (including, without limitation, the Members' obligation to pay principal and interest on the Bonds) incorporated by reference pursuant to paragraph (i) above permits any Person to waive compliance with such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person, for purposes of this Agreement, such provision shall not be complied with only if it is waived by the Purchaser or such document, opinion or other instrument or event or condition, if material to the Purchaser, shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Purchaser. No termination of or amendment or supplement to the covenants and agreements or definitions contained in the Related Documents relating to the Obligations hereunder (including, without limitation, the obligation to pay principal and interest on the Bonds) shall be effective to terminate or amend such covenants and agreements or definitions as incorporated by reference herein without the prior written consent of the Purchaser.

(iii) The Obligated Group Agent shall give prior written notice to the Purchaser of any action referred to in this Section.

Section 6.16. Environmental. Neither the Obligated Group Agent nor any other Member has received any notice to the effect that any Member's operations are not in material compliance with any of the requirements of applicable federal, state and local environmental, health and safety statutes and regulations or the subject of any federal or state investigation evaluation of whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment which could reasonably be expected to cause a Material Adverse Event.

Section 6.17. Negative Covenants. The Obligated Group Agent covenants and agrees with the Purchaser during the term of this Agreement or for so long as any Obligations remain outstanding or any Obligations remain unfulfilled or unpaid under this Agreement, the Obligated Group Agent will not, and will not permit any Member to, directly or indirectly, unless the Purchaser shall otherwise consent in writing:

(a) *Obligated Group.* (i) Notwithstanding the provisions of the Master Indenture, allow any Person to become a Member of the Obligated Group without the prior written consent of the Purchaser; and

(ii) Notwithstanding the provisions of the Master Indenture, allow any Member of the Obligation Group to cease to be a Member of the Obligated Group without the prior written consent of the Purchaser;

(b) *Mergers.* Merge into or consolidate with any other corporation or to sell, lease or transfer all or substantially all of its Property to any Person, if after giving effect to any such merger, an Event of Default shall occur hereunder or under any Related Document;

(c) *Amendments to the Related Documents.* Amend or modify, or permit to be amended or modified in any manner whatsoever any Related Document in a manner which would have a Material Adverse Event upon the Obligated Group's ability to perform its obligations under this Agreement or to repay any of its Debt secured by the Bond Note or the Obligated Group's ability to repay when due the Obligations or the rights, remedies or security of the Purchaser under the Master Indenture or the other Related Documents or hereunder without the prior written consent of the Purchaser. Notwithstanding the foregoing, the Obligated Group Agent, on behalf of the Obligated Group, shall be entitled to enter into one or more supplements to the Master Indenture as permitted by the Master Indenture and to issue one or more obligations, in each case, so long as the Obligated Group Agent, on behalf of the Obligated Group, complies with the provisions of the Master Indenture and the other Related Documents and the issuance of such indebtedness would not otherwise result in a Default or an Event of Default;

(d) *Indebtedness.* Issue, incur, assume, create or have outstanding any Debt; *provided, however,* that the foregoing shall not operate to prevent (i) the debt of the Obligated Group under the Related Documents, the Obligations and other Debt owed by the Obligated Group to the Purchaser, and (ii) Debt, the incurrence of which would not cause the occurrence of a Default or an Event of Default hereunder, and which is in compliance with the Master Indenture;

(e) *Investments, Acquisitions, Loans and Advances.* Directly or indirectly, make, retain or have outstanding any investments (whether through purchase of stock or obligations or otherwise) in, or loans or advances to, any other Person, or acquire all or any substantial part of the assets or business of any other Person, or subordinate any claim or demand it may have to the claim or demand of any other Person; *provided, however,* that the foregoing shall not operate to prevent (i) investments permitted by the

Investment Policy, and (ii) loans, investments and advances not prohibited by the terms of the Master Indenture;

(f) *Sales of Asset.* Sell, lease, assign, transfer or otherwise dispose of any of its now owned or hereafter acquired assets unless the conditions of Section 417 of the Master Indenture are satisfied and such sale, lease, assignment, transfer or disposition would not result in any Default or Event of Default hereunder or under any Related Document;

(g) *No Changes in Fiscal Year.* Change its fiscal year from its present basis;
or

(h) *Liens, Etc.* Create or suffer to exist any lien upon or with respect to any of the funds or accounts created under the Bond Indenture except those liens specifically permitted under the Master Indenture; or

(i) *Plans.* With regard to any Plan (i) engage in any “prohibited transaction” (as defined in Section 4975 of the Code), (ii) permit any Plan to incur any “accumulated funding deficiency” (as defined in Section 302 of ERISA) whether or not waived, (iii) either directly or indirectly, cause any Plan to terminate, either under Section 4041 or 4042 of ERISA, in a manner which could result in the imposition of a material lien or encumbrance on the assets of the Obligated Group or any Member pursuant to Section 4068 of ERISA, (iv) take or permit any action which could result in a withdrawal or partial withdrawal from a Plan and result in the assessment of any withdrawal liability against the Obligated Group or any Member, (v) allow a notice of intent to terminate a Plan or Plans having aggregate Unfunded Liabilities in excess of \$1,000,000 (collectively, “*Restricted Plans*”) or the PBGC to institute proceedings under Title IV of ERISA to terminate, to impose liability (other than for premiums under Section 4007 of ERISA) or to cause a trustee to be appointed to administer any Restricted Plan, (vi) allow a proceeding under ERISA instituted by a fiduciary of any Restricted Plan against any member of the ERISA Group to enforce Section 515 of ERISA, (vii) allow a condition to exist by reason of which the PBGC would be entitled to obtain a decree adjudicating that any Restricted Plan must be terminated, or any member of the ERISA Group to fail to pay when due withdrawal liability in excess of \$1,000,000 that it shall have become liable to pay to a “multiemployer” plan as such term is defined in Section 3(37) of ERISA, or (viii) allow, in the case of any event described in clauses (v), (vi), (vii) or (viii) of this Section, the aggregate amount of liability of the members of the ERISA Group to the PBGC under Section 4062, 4063 or 4064 of ERISA or to a multiemployer plan, as the case may be, to exceed \$1,000,000.

Section 6.18. Accreditation. The Obligated Group Agent will, and will cause each Member to, maintain (i) full or provisional accreditation of the hospital facilities owned by the Obligated Group Agent, any Member or the Obligated Group by each applicable accrediting body (ii) licenses and other approvals from appropriate regulatory authorities to operate its facilities requiring such licensure and approvals and (iii) the status of the hospital facilities as providers of health care services eligible for reimbursement under Blue Cross and Blue Shield,

Medicaid or Medicare or equivalent insurance or contractual third-party payment programs including future federal programs, so long as such participation in the programs listed under this Section is deemed by the Obligated Group Agent or such Member to be in its best interest.

Section 6.19. Required Rating. The Obligated Group shall at all times maintain a rating on its long-term unenhanced Parity Debt of at least “BBB-” (or its equivalent) and “Baa3” (or its equivalent) by S&P and Moody’s, respectively.

Section 6.20. Other Agreements. In the event that any Member shall, directly or indirectly, enter into or otherwise consent to any credit agreement, bond purchase agreement, liquidity agreement or other agreement or instrument (or any amendment, supplement or modification thereto) under which, directly or indirectly, any Person or Persons undertakes to make payment of, or to purchase or provide credit enhancement for bonds or notes, which are secured by a Master Obligation, and such agreement (or amendment thereto) provides such Person with different or more restrictive covenants, different or more restrictive events of default and/or, greater rights and remedies than are provided to the Purchaser in this Agreement or the Master Indenture, the Obligated Group Agent shall provide the Purchaser with a copy of each such agreement (or amendment thereto) and such different or more restrictive covenants, different or more restrictive events of default and/or, greater rights and remedies shall automatically be deemed to be incorporated into this Agreement and the Purchaser shall have the benefits of such different or more restrictive covenants, different or more restrictive events of default and/or, such greater rights and remedies as if specifically set forth herein. The Obligated Group Agent, on behalf of the Obligated Group, shall promptly enter into an amendment to this Agreement to include such different or more restrictive covenants, different or more restrictive events of default and/or, greater rights or remedies; *provided* that the Purchaser shall have and maintain the benefit of such different or more restrictive covenants, different or more restrictive events of default and/or, greater rights and remedies even if the Obligated Group Agent fails to provide such amendment.

ARTICLE VII

FINANCIAL COVENANTS

Section 7.01. Days Cash on Hand. The Obligated Group shall maintain on a consolidated basis, tested as of each June 30 and December 31, in each case, for the 12-month period then ended, Days Cash on Hand equal to at least 90 as of each such semi-annual test date.

Section 7.02. Debt Service Coverage Ratio. The Obligated Group shall maintain on a consolidated basis, tested as of each March 31, June 30, September 30 and December 31, in each case for the 12-month period then ended, a Debt Service Coverage Ratio of not less than 1.10 to 1.00 as of each such quarterly test date.

Section 7.03. Debt to Capitalization Ratio. The Obligated Group shall not permit the Debt to Capitalization Ratio of the Obligated Group on a consolidated basis, tested as of each March 31, June 30, September 30 and December 31, to exceed 67% as of each such quarterly test date.

ARTICLE VIII

EVENTS OF DEFAULT

Section 8.01. Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of law) shall be an “Event of Default” hereunder, unless waived in writing by the Purchaser:

(a) the Obligated Group Agent, on behalf of the Obligated Group, shall fail to pay (i) the principal of or interest on any Bond when due or (ii) any Obligation (other than the Obligation to pay the principal of or interest on the Bonds) and such failure shall continue for five (5) Business Days;

(b) the Obligated Group Agent or any member shall fail to observe or perform any term, covenant, condition or provision of Section 6.01, 6.02, 6.04, 6.05, 6.06, 6.08, 6.10, 6.14, 6.15 (subject to any applicable grace periods), 6.17, 6.18, 6.19, 6.21, 7.01, 7.02, or 7.03 of this Agreement;

(c) any representation or warranty made by or on behalf of the Obligated Group Agent or any Member under or in connection with this Agreement or any of the Related Documents (including, but not limited to, any such representation or warranty incorporated by reference pursuant to Section 5.09) or in any certificate or statement delivered hereunder or thereunder shall prove to be untrue in any material respect on the date as of which it was made or deemed to have been made;

(d) the breach by the Obligated Group Agent or any Member of any of the other terms or provisions of this Agreement (other than as set forth in (a), (b) or (c) above), which are not remedied within fifteen (15) days after (i) the Obligated Group Agent or any other Member shall have become aware of such breach, or (ii) written notice thereof shall have been given by the Purchaser to the Obligated Group Agent, on behalf of the Obligated Group;

(e) the Obligated Group Agent or any other Member shall (i) default on the payment of the principal of or interest on any Parity Debt, beyond the period of grace, if any, provided in the instrument or agreement under which such Parity Debt was created or incurred; or (ii) default in the observance or performance of any agreement or condition relating to any Parity Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to cause (determined without regard to whether any notice is required) any such Parity Debt to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such Parity Debt;

(f) the Obligated Group Agent or any other Member shall (i) default on the payment of the principal of or interest on any Debt (other than Parity Debt) aggregating

in excess of \$10,000,000, beyond the period of grace, if any, provided in the instrument or agreement under which Parity Debt was created or incurred; or (ii) default in the observance or performance of any agreement or condition relating to any Debt (other than Parity Debt) aggregating in excess of \$10,000,000, or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to permit (determined without regard to whether any notice is required) any such Debt to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such Debt;

(g) (i) any provision of this Agreement or any Related Document related to (A) payment of principal of or interest on the Bonds or any Parity Debt or (B) the validity or enforceability of the pledge or security interest created by the Master Indenture to secure the Bank Note or the Bond Note shall at any time for any reason cease to be valid and binding on the Obligated Group as a result of a finding or ruling by a court or Governmental Authority with competent jurisdiction, or shall be declared, in a final nonappealable judgment by any court of competent jurisdiction, to be null and void, invalid or unenforceable; or

(ii) the validity or enforceability of any material provision of this Agreement or any Related Document related to (A) payment of principal of or interest on the Bonds or any Parity Debt, or (B) the validity or enforceability of the pledge or security interest created by the Master Indenture to secure the Bank Note or the Bond Note shall be publicly contested by any Member of the Obligated Group; or

(iii) any other material provision of this Agreement or any other Related Document, other than a provision described in clause (i) above, shall at any time for any reason cease to be valid and binding on the Obligated Group as a result of a ruling or finding by a court or a Governmental Authority with competent jurisdiction or shall be declared in a final non-appealable judgment by any court with competent jurisdiction to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by any Member of the Obligated Group;

(h) a final judgment or order for the payment of money in an amount in excess of \$5,000,000 shall have been rendered against the Obligated Group Agent or any Member and such judgment or order shall not have been satisfied, stayed or bonded pending appeal within a period of thirty (30) days from the date on which it was first so rendered;

(i) (i) the Obligated Group Agent or any Member shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment,

winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets, or the Obligated Group Agent or any Member shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Obligated Group Agent or any Member any case, proceeding or other action of a nature referred to in clause (i) above which (x) results in an order for such relief or in the appointment of a receiver or similar official or (y) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against the Obligated Group Agent or any Member, any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets, which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) the Obligated Group Agent or any Member shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) the Obligated Group Agent or any Member shall generally not, or shall be unable to, or so admit in writing its inability to, pay its debts;

(j) any of Moody's, Fitch or S&P shall downgrade their respective ratings of the Obligated Group's long-term unenhanced Parity Debt to below Investment Grade, or suspend or withdraw such rating for credit-related reasons; or

(k) the occurrence of any "event of default" as defined in the Bond Indenture or any "event of default" which is not cured within any applicable cure period under any of the Related Documents and which, if not cured, would give rise to remedies available thereunder (regardless of any waiver thereof by any Person other than the Purchaser).

Section 8.02. Consequences of an Event of Default. Upon the occurrence of an Event of Default set forth in Section 8.01 hereof, the Purchaser may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) (i) by written notice to the Bond Trustee and the Obligated Group Agent, on behalf of the Obligated Group, declare the outstanding amount of the Obligations under this Agreement to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and an action therefor shall immediately accrue;

(ii) deliver a written notice to the Bond Trustee and the Obligated Group Agent, on behalf of the Obligated Group, that an Event of Default has occurred and is continuing and direct the Bond Trustee and the Obligated Group Agent, on behalf of the Obligated Group, as applicable, to cause a mandatory tender or acceleration of the Bonds or take such other remedial action as is provided for in the Bond Indenture;

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

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

(v) exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents (other than as provided for in clause (ii) of this Section 8.02(a)) and as otherwise available at law and at equity.

(b) Notwithstanding the provisions of Section 8.02(a)(i) or 8.02(a)(ii), (x) the Purchaser shall not cause a mandatory tender or acceleration of the Bonds as described in Section 8.02(a)(i) or 8.02(a)(ii) until seven (7) days after the occurrence of an Event of Default specified in Section 8.01(a)(i), 8.01(e), 8.01(g)(i), 8.01(g)(ii) or 8.01(i) and (y) the Purchaser shall notify the Obligated Group Agent, on behalf of the Obligated Group, of a mandatory tender or acceleration at least thirty (30) days prior thereto in the case of any Event of Default not specified in the immediately preceding clause (x). Notwithstanding the foregoing, if any other holder or credit enhancer of Debt or any counterparty under any Interest Rate Agreement related thereto causes any such Debt or other obligations of the Obligated Group to become immediately due and payable, the Purchaser may immediately, without notice, avail itself of the remedies set forth in Section 8.02(a)(i) or 8.02(a)(ii) hereof and/or declare or cause to be declared the unpaid principal amount of all outstanding Bonds, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder to be immediately due and payable.

For the avoidance of doubt, the imposition of the Default Rate as a result of the occurrence of an Event of Default shall be in addition to all other rights and remedies of the Purchaser related thereto, at law or in equity, or under the Agreement or any of the Related Documents.

Section 8.03. Remedies Cumulative; Solely for the Benefit of the Purchaser. To the extent permitted by, and subject to the mandatory requirements of, applicable Law, each and every right, power and remedy herein specifically given to the Purchaser in the Related Documents shall be cumulative, concurrent and nonexclusive and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy (whether specifically herein given or otherwise existing) may be exercised from time to time and as often and in such order as

may be deemed expedient by the Purchaser, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

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

Section 8.04. Waivers or Omissions. No delay or omission by the Purchaser in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right remedy or power or be construed to be a waiver of any default on the part of the Purchaser or to be acquiescence therein. No express or implied waiver by the Purchaser of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

Section 8.05. Discontinuance of Proceedings. In case the Purchaser shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Purchaser shall have the unqualified right so to do and, in such event, the Obligated Group Agent, on behalf of the Obligated Group, and the Purchaser shall be restored to their former positions with respect to the Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Purchaser hereunder shall continue as if the same had never been invoked.

Section 8.06. Injunctive Relief. The Obligated Group Agent, on behalf of the Obligated Group, recognizes that in the event an Event of Default occurs, any remedy of law may prove to be inadequate relief to the Purchaser; therefore, the Obligated Group Agent, on behalf of the Obligated Group, agrees that the Purchaser, if the Purchaser so requests, shall be entitled to temporary and permanent relief in any such case.

ARTICLE IX

INDEMNIFICATION

Section 9.01. Indemnification. In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the Obligated Group Agent, on behalf of the Obligated Group, hereby agrees (to the extent permitted by law) to indemnify and hold harmless the Purchaser and each Bondholder and each of their respective officers, directors and agents (each, an "*Indemnatee*") from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys' fees) which may incur or which may be claimed against an Indemnatee by any Person or entity whatsoever (collectively, the "*Liabilities*") by reason of or in connection with (a) the execution and delivery or transfer of, or payment or failure to pay under, any Related Document; (b) the issuance and sale of the Bonds; and (c) the use of the proceeds of the Bonds; *provided* that the Obligated Group Agent, on behalf of the Obligated Group, shall not be required to indemnify an Indemnatee for any claims, damages, losses, liabilities, costs or expenses to the

extent, but only to the extent, caused the willful misconduct or gross negligence of such Indemnatee.

Section 9.02. Survival. The obligations of the Obligated Group Agent, on behalf of the Obligated Group, under this Article IX shall survive the payment of the Bonds and the termination of this Agreement.

ARTICLE X

MISCELLANEOUS

Section 10.01. Patriot Act Notice. The Purchaser hereby notifies the Obligated Group Agent, on behalf of the Obligated Group, that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Obligated Group Agent and the Members, which information includes the name and address of the Obligated Group Agent and the Members and other information that will allow the Purchaser to identify the Obligated Group Agent and the Members in accordance with the Patriot Act. The Obligated Group Agent, on behalf of the Obligated Group, hereby agrees that it shall promptly provide such information upon request by the Purchaser.

Section 10.02. Further Assurances. From time to time upon the request of either party hereto, the other shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement, and the other Related Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Purchaser, the Obligated Group Agent, on behalf of the Obligated Group, will, at the Obligated Group Agent's expense, correct any defect, error or omission which may be discovered in the form or content of any of the Related Documents. Upon any failure by the Obligated Group Agent to do so, the Purchaser, the Master Trustee or the Bond Trustee may make, execute and record any and all such instruments, certificates and other documents for and in the name of the Obligated Group Agent, on behalf of the Obligated Group, all at the sole expense of the Obligated Group Agent, on behalf of the Obligated Group, and the Obligated Group Agent, on behalf of the Obligated Group, hereby appoints the Purchaser, the Master Trustee and the Bond Trustee the agent and attorney-in-fact of the Obligated Group to do so, this appointment being coupled with an interest and being irrevocable. In addition, at any time, and from time to time, upon request by the Purchaser, the Master Trustee or the Bond Trustee, the Obligated Group Agent, on behalf of the Obligated Group, will, at the Obligated Group Agent's expense, provide any and all further instruments, certificates and other documents as may, in the opinion of the Purchaser, the Master Trustee or the Bond Trustee, be necessary or desirable in order to verify the Obligated Group Agent's and the Members' identity and background in a manner satisfactory to the Purchaser, the Master Trustee or the Bond Trustee, as the case may be.

Section 10.03. Amendments and Waivers; Enforcement. The Purchaser and the Obligated Group Agent, on behalf of the Obligated Group, may from time to time enter into agreements amending, modifying or supplementing this Agreement or the other Related Documents or

changing the rights of the Purchaser or the Obligated Group Agent, on behalf of the Obligated Group, hereunder or thereunder, and the Purchaser may from time to time grant waivers or consents to a departure from the due performance of the obligations of the Obligated Group Agent, on behalf of the Obligated Group, hereunder or thereunder. Any such agreement, waiver or consent must be in writing and shall be effective only to the extent specifically set forth in such writing. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Default or Event of Default or impair any right consequent thereto.

Section 10.04. No Implied Waiver; Cumulative Remedies. No course of dealing and no delay or failure of the Purchaser in exercising any right, power or privilege under this Agreement or the other Related Documents shall affect any other or future exercise thereof or exercise of any right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of the Purchaser under this Agreement are cumulative and not exclusive of any rights or remedies which the Purchaser would otherwise have under any Related Document, at law or in equity.

Section 10.05. Notices. All notices, requests, demands, directions and other communications (collectively "*notices*") under the provisions of this Agreement shall be in writing (including facsimile communication), unless otherwise expressly permitted hereunder, and shall be sent by first-class mail or overnight delivery and shall be deemed received as follows: (i) if by first class mail, five (5) days after mailing; (ii) if by overnight delivery, on the next Business Day; (iii) if by telephone, when given to a person who confirms such receipt; and (iv) if by facsimile, when confirmation of receipt is obtained. All notices shall be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other parties hereto:

The Obligated Group Agent West Virginia University Hospitals, Inc.
or any Member: Medical Center Drive
 P.O. Box 8059
 Morgantown, West Virginia 26506
 Attention: President
 Telephone: 304-368-2760
 Telecopier: 304-368-2719

The Purchaser: Wells Fargo Municipal Capital Strategies, LLC
 375 Park Avenue
 New York, New York 10152
 Attention: Adam Joseph
 Telephone: (212) 214-5502

With a copy to:

Wells Fargo Bank, National Association
7 St. Paul Street, 1st Floor
Baltimore, Maryland 21202
Attention: Joseph Siragusano
Telephone: (410) 332-5545
Telecopier: (443) 263-6427

The Bond Trustee:

Wells Fargo Bank, National Association
Attn: Corporate Municipal and Escrow Services
4 Penn Center
1600 JFK Boulevard, Suite 810
Philadelphia, Pennsylvania 19103
Attention: Joe Progar
Telephone: 412-454-4613
Telecopier: 877-775-7570

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

Section 10.06. Right of Setoff. (a) Upon the occurrence of an Event of Default, the Purchaser and any Bondholder may, at any time and from time to time, without notice to the Obligated Group Agent, any Member or any other person (any such notice being expressly waived), set off and appropriate and apply against and on account of any Obligations, without regard to whether or not such Purchaser or Bondholder, as applicable, shall have made any demand therefor, and although such Obligations may be contingent or unmatured, any and all deposits (general or special, including but not limited to deposits made pursuant to this Agreement and Debt evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts, such as restricted donor accounts) and any other Debt at any time held or owing by such Purchaser or Bondholder, as applicable, to or for the credit or the account of any or all of the Obligated Group.

(b) The Purchaser and each Bondholder agrees promptly to notify the Obligated Group Agent, on behalf of the Obligated Group, after any such set-off and application referred to in subsection (a) above, *provided* that the failure to give such notice shall not affect the validity of such set-off and application. Subject to the provisions of subsection (a) above, the rights of the Purchaser and each Bondholder under this Section 8.06 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Purchaser and each Bondholder may have.

Section 10.07. No Third-Party Rights. Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto and the Bondholders any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

Section 10.08. Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 10.09. Governing Law; Consent to Jurisdiction and Venue; Service of Process.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PROVISIONS; *PROVIDED*, THAT THE DUTIES AND OBLIGATIONS OF THE OBLIGATED GROUP UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WEST VIRGINIA.

(b) EACH PARTY HERETO CONSENTS TO AND SUBMITS TO IN PERSONAM JURISDICTION AND VENUE IN THE STATE OF NEW YORK AND IN THE FEDERAL DISTRICT COURTS WHICH ARE LOCATED IN THE STATE OF NEW YORK. EACH PARTY ASSERTS THAT IT HAS PURPOSEFULLY AVAILED ITSELF OF THE BENEFITS OF THE LAWS OF THE STATE OF NEW YORK AND WAIVES ANY OBJECTION TO IN PERSONAM JURISDICTION ON THE GROUNDS OF MINIMUM CONTACTS, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY PLEA OF FORUM NON CONVENIENS. THIS CONSENT TO AND SUBMISSION TO JURISDICTION IS WITH REGARD TO ANY ACTION RELATED TO THIS AGREEMENT. REGARDLESS OF WHETHER THE PARTY'S ACTIONS TOOK PLACE IN THE STATE OF NEW YORK OR ELSEWHERE IN THE UNITED STATES, THIS SUBMISSION TO JURISDICTION IS NONEXCLUSIVE, AND DOES NOT PRECLUDE EITHER PARTY FROM OBTAINING JURISDICTION OVER THE OTHER IN ANY COURT OTHERWISE HAVING JURISDICTION.

(c) EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER OF A JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PURCHASER TO ENTER INTO THIS AGREEMENT AND THAT THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE OBLIGATED GROUP AGENT, ON BEHALF OF THE OBLIGATED GROUP, AND THE PURCHASER IS MADE IN RELIANCE UPON SUCH WAIVER. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT SUCH WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE FOLLOWING CONSULTATION WITH ITS RESPECTIVE LEGAL COUNSEL.

(d) The covenants and waivers made pursuant to this Section 10.09 shall be irrevocable and unmodifiable, whether in writing or orally, and shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 10.10. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper

copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 10.11. Prior Understandings. This Agreement and the other Related Documents supersede all other prior understandings and agreements, whether written or oral, among the parties hereto relating to the transactions provided for herein and therein.

Section 10.12. Duration. All representations and warranties of the Obligated Group Agent, on its own behalf and on behalf of the Obligated Group, contained herein or made in connection herewith shall survive the making of and shall not be waived by the execution and delivery of this Agreement or the other Related Documents, any investigation by the Obligated Group Agent, on behalf of the Obligated Group, or the approval of any advances. All covenants and agreements of the Obligated Group Agent and the Members contained herein shall continue in full force and effect from and after the date hereof until the Obligations have been fully discharged.

Section 10.13. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

Section 10.14. Successors and Assigns.

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the Obligated Group Agent, on behalf of the Obligated Group, its successors, transferees and assigns and shall inure to the benefit of the Bondholders and their respective permitted successors, transferees and assigns. The Obligated Group Agent, on behalf of the Obligated Group, may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Purchaser. Each Bondholder may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Bonds and the Related Documents in accordance with the provisions of paragraph (b) or (c) of this Section. Each Bondholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each Bondholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section. Wells Fargo Municipal Capital Strategies, LLC shall be the Purchaser hereunder until such time as the Majority Bondholder designates an alternate Person to serve as the Purchaser hereunder by

delivery of written notice to the Obligated Group Agent, on behalf of the Obligated Group, and the Bond Trustee and such Person accepts and agrees to act as the Purchaser hereunder and under the Related Documents. The Majority Bondholder may so designate an alternate Person to act as the Purchaser from time to time. Upon acceptance and notification thereof to the Obligated Group Agent, on behalf of the Obligated Group, and the Bond Trustee, the successor to the Purchaser for such purposes shall thereupon succeed to and become vested with all of the rights, powers, privileges and responsibilities of the Purchaser, and Wells Fargo Municipal Capital Strategies, LLC or any other Person being replaced as the Purchaser shall be discharged from its duties and obligations as the Purchaser hereunder.

(b) *Assignments by Bondholder to a Purchaser Transferee.* Without limitation of the foregoing generality, a Bondholder may at any time sell or otherwise transfer to one or more transferees all or a portion of the Bonds to a Person that is (i) a Purchaser Affiliate or (ii) a trust or other custodial arrangement established by the Purchaser or a Purchaser Affiliate, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “1933 Act”) (each, a “Purchaser Transferee”). From and after the date of such sale or transfer, Wells Fargo Municipal Capital Strategies, LLC (and its successors) shall continue to have all of the rights of the Purchaser hereunder and under the other Related Documents as if no such transfer or sale had occurred; *provided, however*, that (A) no such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall in any way affect the obligations of the Purchaser hereunder, (B) the Obligated Group Agent, on behalf of the Obligated Group, and the Bond Trustee shall be required to deal only with the Purchaser with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (b)(i) or (b)(ii) hereof, only the Purchaser shall be entitled to enforce the provisions of this Agreement against the Obligated Group Agent, on behalf of the Obligated Group,.

(c) *Assignments by Bondholder to a Non-Purchaser Transferee.* Without limitation of the foregoing generality, a Bondholder may at any time sell or otherwise transfer to one or more transferees which are not Purchaser Transferees but each of which constitutes (i) a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act and (ii) a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer pursuant to this clause (c), of not less than \$5,000,000,000 (each a “Non-Purchaser Transferee”) all or a portion of the Bonds if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Purchaser Transferee, together with addresses and related information with respect to the Non-Purchaser Transferee, shall have been given to the Obligated Group Agent, on behalf of the Obligated Group, the Bond Trustee and the Purchaser (if different than the Bondholder) by such selling Bondholder and Non-Purchaser Transferee, and (B) the Non-Purchaser Transferee shall have delivered to the Obligated Group Agent, on behalf of the Obligated Group, the Bond Trustee and the selling Bondholder, an investment letter in substantially the form attached as Exhibit C to the Bond Indenture (the “Investor Letter”).

From and after the date the Obligated Group Agent, on behalf of the Obligated Group, the Bond Trustee and the selling Bondholder have received written notice and an executed Investor Letter, (A) the Non-Purchaser Transferee thereunder shall be a party hereto and shall have the rights and obligations of a Bondholder hereunder and under the other Related Documents, and this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Purchaser Transferee, and any reference to the assigning Bondholder hereunder and under the other Related Documents shall thereafter refer to such transferring Bondholder and to the Non-Purchaser Transferee to the extent of their respective interests, and (B) if the transferring Bondholder no longer owns any Bonds, then it shall relinquish its rights and be released from its obligations hereunder and under the Related Documents.

(d) *Participations.* The Purchaser shall have the right to grant participations in all or a portion of the Purchaser's interest in the Bonds, this Agreement and the other Related Documents to one or more other banking institutions; *provided, however,* that (i) no such participation by any such participant shall in any way affect the obligations of the Purchaser hereunder and (ii) the Obligated Group Agent, on behalf of the Obligated Group, and the Bond Trustee shall be required to deal only with the Purchaser, with respect to any matters under this Agreement, the Bonds and the other Related Documents and no such participant shall be entitled to enforce any provision hereunder against the Obligated Group Agent, on behalf of the Obligated Group,.

(e) *Certain Pledges.* The Purchaser may at any time pledge or grant a security interest in all or any portion of its rights under the Bonds, this Agreement and the Related Documents to secure obligations of the Purchaser, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Purchaser from any of its obligations hereunder or substitute any such pledgee or assignee for the Purchaser as a party hereto.


Section 10.15. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 10.16. Acknowledge and Appointment as the Calculation Agent. The Obligated Group Agent, on behalf of the Obligated Group, hereby appoints the Purchaser, and the Purchaser hereby acknowledges and accepts such appointment, as Calculation Agent with respect to the Bonds prior to the Mandatory Tender Date pursuant to the Bond Indenture.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Closing Date.

WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC

By 
Name: Kristina Eng
Title: Vice President

WEST VIRGINIA UNIVERSITY HOSPITALS, INC., as
Obligated Group Agent on behalf of the
Obligated Group

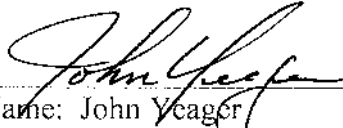
By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Closing Date.

WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC

By _____
Name: Kristina Eng
Title: Vice President

WEST VIRGINIA UNIVERSITY HOSPITALS, INC., as
Obligated Group Agent on behalf of the
Obligated Group

By  _____
Name: John Yeager
Title: Authorized Officer