
WEST VIRGINIA HOSPITAL FINANCE AUTHORITY

and

WEST VIRGINIA UNIVERSITY HOSPITALS, INC.,
as Obligated Group Agent

LOAN AGREEMENT

Dated as of August 1, 2012

\$50,080,000
West Virginia Hospital Finance Authority
Hospital Refunding Bonds
(West Virginia United Health System Obligated Group)
2012 Series B

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LOAN AGREEMENT

This **LOAN AGREEMENT** dated as of August 1, 2012 (this "Loan Agreement"), is made by and between the **WEST VIRGINIA HOSPITAL FINANCE AUTHORITY** (the "Authority"), a body corporate and governmental instrumentality of the State of West Virginia (the "State") created pursuant to the Act, and **WEST VIRGINIA UNIVERSITY HOSPITALS, INC.**, a West Virginia nonprofit corporation, as Obligated Group Agent on behalf of itself and the other Members of the Obligated Group, as each is defined below ("WVUH" or the "Obligated Group Agent"), under the circumstances described in the following recitals:

WITNESSETH:

WHEREAS, the Authority is authorized and empowered to issue bonds for the purpose of financing and refinancing the acquisition, construction, improvement and equipping of "hospital facilities" and to make loans to "hospitals" as defined in the Act for such purposes; and

WHEREAS, as of the date hereof, the Obligated Group under the Amended and Restated Master Trust Indenture between WVUH and The Huntington National Bank, dated as of August 1, 2003, as amended and supplemented (the "Master Indenture") consists of the following members (each, a "Member"): (i) WVUH, (ii) City Hospital, Inc., a West Virginia nonprofit corporation ("City Hospital"), (iii) City Hospital Foundation, Inc., a West Virginia nonprofit corporation ("City Hospital Foundation"), (iv) The Charles Town General Hospital d/b/a Jefferson Memorial Hospital, a West Virginia nonprofit corporation ("Jefferson Memorial"), (v) United Hospital Center, Inc., a West Virginia nonprofit corporation ("United Hospital"), and (vi) Camden-Clark Memorial Hospital, a West Virginia nonprofit corporation ("CCMH," and collectively with WVUH, City Hospital, City Hospital Foundation, Jefferson Memorial, and United Hospital, the "Obligated Group"); and

WHEREAS, the Authority, at the request of the Obligated Group Agent, issued the Authority's Hospital Revenue Bonds (West Virginia United Health System Obligated Group) 2011 Series A, issued in the original aggregate principal amount of \$50,000,000 (the "Bonds to be Refunded") on March 1, 2011 to finance, in part, the acquisition of the assets of St. Joseph's Hospital in Parkersburg, West Virginia; and

WHEREAS, the Obligated Group Agent has requested that the Authority issue its Hospital Refunding Bonds (West Virginia United Health System Obligated Group) 2012 Series B, in the original principal amount of \$50,080,000 (the "Bonds") pursuant to the terms of the Bond Indenture dated as of August 1, 2012 (the "Bond Indenture") between the Authority and Wells Fargo Bank, National Association (the "Bond Trustee), the proceeds of which will be loaned to the Obligated Group Agent (the "Loan") pursuant to this Loan Agreement; and

WHEREAS, the proceeds of the Loan will be used to (i) refund, on a current basis, the Bonds to be Refunded, and (iii) pay costs of issuing the Bonds; and

WHEREAS, by official action of its Governing Body, the Authority has authorized the issuance of the Bonds pursuant to the bond resolution approved on July 12, 2012 (the "Resolution"); and

WHEREAS, this Loan Agreement specifies the terms and conditions of the Loan by the Authority to the Obligated Group of the proceeds of the Bonds for the purposes set forth above and of the payment by the Obligated Group of amounts sufficient for the payment of the principal of and interest and any premium on the Bonds and certain related expenses; and

WHEREAS, the Authority and the Obligated Group Agent have each duly authorized the execution, delivery and performance of this Loan Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

SECTION 1.1 Definitions. Unless the context otherwise requires, all terms used herein shall have the meanings provided in the Bond Indenture and the Master Indenture. In addition, the following words and terms are used as defined terms in this Loan Agreement:

“Hospital Facilities” means all buildings, land and equipment used in the operations of the Members of the Obligated Group.

SECTION 1.2 Content of Certificates and Opinions. Every certificate or opinion provided for in this Loan Agreement with respect to compliance with any provision hereof shall include (1) a statement that the Person making or giving such certificate or opinion has read such provision and the definitions herein relating thereto; (2) a brief statement as to the nature and scope of the examination or investigation upon which the certificate or opinion is based; (3) a statement that, in the opinion of such Person, such Person has made or caused to be made such examination or investigation as is necessary to enable such Person to express an informed opinion with respect to the subject matter referred to in the instrument to which such Person’s signature is affixed; (4) a statement of the assumptions upon which such certificate or opinion is based, and that such assumptions are reasonable; and (5) a statement as to whether, in the opinion of such Person, such provision has been complied with.

Any such certificate or opinion made or given by an officer of the Authority or the Obligated Group Agent may be based, insofar as it relates to legal, accounting or operational matters, upon a certificate or opinion of or representation by counsel, an accountant or a management consultant, unless such officer knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel, an accountant or a management consultant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the Authority or the Obligated Group Agent, as the case may be) upon a certificate or opinion of or representation by an officer of the Authority or the Obligated Group Agent, unless such counsel, accountant or management consultant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such Person’s certificate or opinion or representation may be based, as aforesaid, is

erroneous. Different portions of any opinion, certificate or report may be made by one or more counsel, accountant or consultant, as the case may be.

SECTION 1.3 Interpretation. (a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Loan Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.4 Accounting Principles. All accounting terms not otherwise defined have the meanings given them in accordance with generally accepted accounting principles. Where the character or amount of any asset, liability or item of income or expense is required to be determined or any consolidation, combination or other accounting computation is required to be made for the purposes of this Loan Agreement, it will be done in accordance with generally accepted accounting principles at the time in effect, to the extent applicable, except where those principles are inconsistent with the requirements of this Loan Agreement or produce a result unintended by the parties hereto. As applied to any entity that operates a hospital, extended care facility or other discrete enterprise of a type with respect to which particular accounting principles have, from time to time, been generally adapted or modified, the term "generally accepted accounting principles" includes those adaptations or modifications.

ARTICLE II

ISSUANCE OF BONDS; DEPOSIT AND DISBURSEMENT OF PROCEEDS

SECTION 2.1 The Bonds. The Authority has authorized the issuance of the Bonds pursuant to the Bond Indenture in the aggregate principal amount of Fifty Million Eighty Thousand Dollars (\$50,080,000). The Obligated Group Agent hereby approves the Bond Indenture, the assignment thereunder to the Bond Trustee of the right, title and interest of the Authority (with certain exceptions) in this Loan Agreement and the issuance thereunder by the Authority of the Bonds. The Authority will issue, sell and cause the Bonds to be delivered to the Underwriters and will direct the Bond Trustee to authenticate and deliver the Bonds and to deposit or pay the proceeds of the Bonds as provided in Article III of the Bond Indenture.

SECTION 2.2 Disbursement of Proceeds. The Authority, in the Bond Indenture, has directed, and the Bond Trustee has agreed, to disburse the proceeds from the sale of the Bonds in the manner set forth in the Bond Indenture. Moneys in the Costs of Issuance Fund shall be disbursed by the Bond Trustee only upon receipt of a Requisition of the Obligated Group Agent substantially in the form of Exhibit B of the Bond Indenture.

ARTICLE III

LOAN OF PROCEEDS; PAYMENTS

SECTION 3.1 Loan of Proceeds; Payments of Principal, Premium and Interest. The Authority hereby lends and advances to the Obligated Group Agent, and the Obligated Group Agent hereby borrows and accepts from the Authority the Loan in a principal amount equal to the aggregate principal amount of the Bonds and such proceeds will be applied in the manner set forth in this Loan Agreement and the Bond Indenture. In consideration of the Loan to the Obligated Group Agent, the Obligated Group Agent agrees to pay, or cause to be paid, "Loan Repayments" in an amount sufficient to enable the Bond Trustee to make the transfers and deposits required at the times and in the amounts required for deposit to the Funds and Accounts under the Bond Indenture. Each Loan Repayment shall be made in immediately available funds. The Obligated Group Agent agrees to make payments, or cause payments to be made, at the times and in the amounts required to be paid as principal or Redemption Price of and interest on the Bonds from time to time Outstanding under the Bond Indenture and other amounts required to be paid under the Bond Indenture, as the same shall become due whether at maturity, upon redemption, by declaration of acceleration or otherwise. Additionally, the Obligated Group Agent agrees to pay, or cause to be paid, the Purchase Price on the Bonds no later than 3:00 p.m. New York City time, on each Purchase Date or Mandatory Purchase Date, as applicable. Payments required by this Section 3.1 shall be made by the Obligated Group Agent on the second Business Day prior to each Interest Payment Date, Principal Payment Date, Purchase Date or Mandatory Purchase Date, as applicable.

Except as otherwise expressly provided herein, all amounts payable hereunder by the Obligated Group Agent to the Authority shall be paid to the Bond Trustee or other parties entitled thereto as assignee of the Authority, and this Loan Agreement and all right, title and interest of the Authority in any such payments are hereby assigned and pledged to the Bond Trustee so long as any Bonds remain Outstanding, provided, however, that while the Bonds bear interest at the Index Interest Rate and the Book-Entry System is not in effect, the Obligated Group shall make all payments pursuant to this Section 3.1 directly to the Purchaser.

The Obligated Group Agent has issued and delivered the 2012-2 Note for the Bonds (the "2012-2 Note") under the Master Indenture to evidence and secure its obligations under this Loan Agreement.

SECTION 3.2 Additional Payments. In addition to Loan Repayments, the Obligated Group Agent shall also pay to the Authority and the Bond Trustee, as the case may be, "Additional Payments," as follows:

(a) All taxes and assessments of any type or character charged to the Authority or to the Bond Trustee affecting the amount available to the Authority or the Bond Trustee from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Bond Trustee and taxes based upon or measured by the net income of the

Bond Trustee; provided, however, that the Obligated Group Agent shall have the right to protest any such taxes or assessments and to require the Authority or the Bond Trustee, at the Obligated Group Agent's expense, to protest and contest any such taxes or assessments levied upon them and that the Obligated Group Agent shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Authority or the Bond Trustee;

(b) All reasonable fees, charges, expenses and indemnities of the Interested Parties as and when the same become due and payable;

(c) The reasonable fees and expenses of such accountants, consultants, attorneys and other experts, if any, as may be engaged by the Authority or the Bond Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Loan Agreement or the Bond Indenture;

(d) An annual fee of the Authority as set forth in the Fee Schedule and Cost Allocations stated in the Legislative Rule filed in the Office of the Secretary of State of the State of West Virginia on May 7, 2007, as amended only through the date of delivery of the Bonds; and

(e) All other reasonable and necessary fees and expenses attributable to the Bonds and this Loan Agreement, including without limitation all payments required pursuant to the Tax Compliance Certificate.

Such Additional Payments shall be billed to the Obligated Group Agent by each of the Interested Parties to the extent that fees and expenses are not paid from sources other than the Obligated Group Agent.

Anything hereinabove in this Section 3.2 to the contrary notwithstanding, the Additional Payments shall not be secured under the Master Indenture, and non-payment of any Additional Payments shall not constitute an event of default hereunder or under any other document relating to the Bonds; provided that, in no event shall the foregoing modify, limit or restrict in any manner the ability of any of the Interested Parties to recover the Additional Payments from the Obligated Group Agent.

SECTION 3.3 Credits for Payments. The Obligated Group Agent shall receive credit against its payments required under Section 3.1, in addition to any credits resulting from payment or repayment from other sources, as follows:

(a) On installments of interest in an amount equal to moneys deposited in the Interest Fund, which amounts are available to pay interest on the Bonds, to the extent such amounts have not previously been credited against such payments;

(b) On installments of principal in an amount equal to moneys deposited in the Principal Fund, which amounts are available to pay principal of the Bonds, to the extent such amounts have not previously been credited against such payments;

(c) On installments of principal and interest in an amount equal to the principal amount of Bonds for the payment at maturity or redemption of which sufficient amounts (as determined by Section 10.03 of the Bond Indenture) in cash or Investment Securities described in clause (b) of the definition thereof are on deposit as provided in the Bond Indenture to the extent such amounts have not previously been credited against such payments, and the interest on such Bonds from and after the date fixed for payment at maturity or redemption thereof. Such credits shall be made against the installments of principal and interest which would have been used, but for such call for redemption, to pay principal of and interest on such Bonds when due; and

(d) On installments of principal and interest in an amount equal to the principal amount of Bonds acquired by the Obligated Group Agent and surrendered to the Bond Trustee for cancellation or purchased by the Bond Trustee on behalf of the Obligated Group Agent and canceled, and the interest on such Bonds from and after the date interest thereon has been paid prior to cancellation. Such credits shall be made against the installments of principal and interest which would have been used, but for such cancellation, to pay principal of and interest on such Bonds when due.

SECTION 3.4 Prepayment. (a) The Obligated Group Agent shall have the right, so long as all amounts which have become due hereunder have been paid, at any time or from time to time to prepay all or any part of the Loan Repayments, and the Bond Trustee shall accept such prepayments when the same are tendered. Prepayments may be made by payments of cash, deposit of Investment Securities described in clause (1) of the definition thereof in the Bond Indenture or surrender of Bonds. All such prepayments (and the additional payment of the applicable redemption premium, shall be deposited upon receipt in the Optional Redemption Account (or in such other Bond Trustee escrow account as may be specified by the Obligated Group Agent) and, at the request of and as determined by the Obligated Group Agent, credited against payments due hereunder or used for the redemption or purchase of Bonds in the manner and subject to the terms and conditions set forth in the Bond Indenture.

(b) The Obligated Group Agent shall also have the right at any time or from time to time to prepay all or any part of the Loan Repayments from moneys derived from condemnation awards or the proceeds of hazard insurance relating to the Hospital Facilities, and the Bond Trustee shall accept such prepayments when the same are tendered. Notwithstanding any such prepayment or surrender of Bonds, as long as any Bonds remain Outstanding or any Additional Payments required to be made hereunder remain unpaid, the Obligated Group shall not be relieved of its obligations hereunder.

SECTION 3.5 Obligations Unconditional. The obligations of the Obligated Group hereunder are absolute and unconditional, notwithstanding any other provision of this Loan Agreement or the Bond Indenture. Until this Loan Agreement is terminated and all payments hereunder are made, the Obligated Group Agent:

(a) will pay all amounts required hereunder without abatement, deduction or setoff except as otherwise expressly provided in this Loan Agreement;

(b) will not suspend or discontinue any payments due hereunder for any reason whatsoever, including, without limitation, any right of setoff or counterclaim;

(c) will perform and observe all its other agreements contained in this Loan Agreement; and

(d) except as provided herein, will not terminate this Loan Agreement for any cause, including, without limiting the generality of the foregoing, damage, destruction or condemnation of the facilities financed or refinanced with the proceeds of the Bonds or any part thereof, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of West Virginia, or any political subdivision of either thereof or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement. Nothing contained in this Section 3.5 shall be construed to release the Authority from the performance of any of the agreements on its part contained herein, and in the event the Authority should fail to perform any such agreement on its part, the Obligated Group Agent may institute such action against the Authority as the Obligated Group Agent may deem necessary to compel performance.

The rights of the Bond Trustee or any party or parties on behalf of whom the Bond Trustee is acting shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever, whether arising out of any breach of any duty or obligation of the Authority or the Bond Trustee owing to the Obligated Group, or by reason of any other indebtedness or liability at any time owing by the Authority or the Bond Trustee to the Obligated Group.

SECTION 3.6 Condition Precedent. The obligation of the Authority to make the Loan as herein provided shall be subject to the receipt by it of the proceeds of the issuance and sale of the Bonds.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE OBLIGATED GROUP AGENT

SECTION 4.1 Representations and Warranties of the Obligated Group Agent. The Obligated Group Agent represents and warrants to the Authority that, as of the date of execution of this Loan Agreement and as of the date of delivery of the Bonds to the initial purchasers thereof:

(a) Each Member of the Obligated Group is a non-profit corporation duly organized and existing under the laws of the State of West Virginia, and the Obligated Group Agent has full legal right, power and authority to enter into this Loan Agreement and to carry out and consummate all transactions contemplated hereby and thereby, including specifically to issue the 2012-2 Note; and by proper corporate action has duly authorized the execution, delivery and performance of this Loan Agreement.

(b) The officer of the Obligated Group Agent executing this Loan Agreement is duly and properly in office and fully authorized to execute the same.

(c) This Loan Agreement has been duly authorized, executed and delivered by the Obligated Group Agent.

(d) This Loan Agreement and 2012-2 Note, when assigned or delivered to the Bond Trustee pursuant to the Bond Indenture, will constitute the legal, valid and binding agreements of the Obligated Group enforceable against the Obligated Group in accordance with their terms for the benefit of the Holders of the Bonds, and any rights of the Authority and obligations of the Obligated Group not so assigned to the Bond Trustee constitute the legal, valid, and binding agreements of the Obligated Group enforceable against the Obligated Group in accordance with their terms; except as enforcement of any such agreements, whether assigned or not assigned to the Bond Trustee, may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

(e) The execution and delivery of this Loan Agreement and the 2012-2 Note, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default under the Articles of Incorporation of each Member of the Obligated Group, their respective Bylaws or any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which any Member of the Obligated Group is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Members of the Obligated Group, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Loan Agreement, the 2012-2 Note or the financial condition, assets, properties or operations of the Members of the Obligated Group.

(f) No consent or approval of any trustee or holder of any indebtedness of the Obligated Group and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Loan Agreement or the 2012-2 Note or is required for the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(g) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Obligated Group Agent, after reasonable investigation, threatened, against or affecting the Obligated Group or the assets, properties or operations of the Obligated Group which, if determined adversely to the Obligated Group or their interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, this Loan Agreement, the 2012-2 Note, any other financing documents to which any Member of the Obligated Group is a party, or upon the financial condition, assets, properties or operations of any Member of the Obligated

Group, and no Member of the Obligated Group is in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Loan Agreement, the 2012-2 Note, or the financial condition, assets, properties or operations of the Obligated Group. All tax returns (federal, state and local) required to be filed by or on behalf of each Member of the Obligated Group have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by any Member of the Obligated Group, in good faith, have been paid or adequate reserves have been made for the payment thereof.

(h) Each Member of the Obligated Group (1) is an organization described in Section 501(c)(3) of the Code (or corresponding provisions of prior law); (2) has received a letter or letters from the Internal Revenue Service to that effect and such letter or letters have not been modified, limited or revoked; (3) is in compliance with all terms, conditions and limitations, if any, contained in such letters and the facts and circumstances which form the basis of such letters continue substantially to exist as represented to the Internal Revenue Service; (4) is not aware of any facts or circumstances that could cause a revocation of such letters; and (5) is exempt from federal income taxes under Section 501(a) of the Code. To the extent consistent with its status as a non-profit entity described in Section 501(c)(3) of the Code, the Obligated Group Agent agrees that it will not take any action or omit to take any action if such action or omission would cause any revocation or adverse modification of such federal income tax status of any Member of the Obligated Group.

(i) No part of the net earnings of any Member of the Obligated Group inures or will inure to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of the Securities Act and of the Exchange Act.

(j) The Obligated Group Agent and each Member of the Obligated Group currently complies in all material respects, with all federal, state and local laws, regulations and ordinances relating to its business, the Project and the Hospital Facilities.

ARTICLE V

COVENANTS

SECTION 5.1 Prohibited Uses. No portion of the proceeds of the Bonds will be used to finance or refinance any facility, place or building used or to be used primarily for sectarian instruction or study or as a place for devotional activities or religious worship.

SECTION 5.2 Nonliability of the Authority. The Authority shall not be obligated to pay the principal of, premium, if any, and interest on the Bonds, except from payments received hereunder and under the 2012-2 Note and other Revenues. Neither the faith and credit nor the taxing power of the State of West Virginia or any political subdivision thereof is pledged to the payment of the principal of, premium or interest on the Bonds.

The Obligated Group Agent hereby acknowledges that the Authority's sole source of moneys to repay the Bonds will be the payments made by the Obligated Group hereunder, under the 2012-2 Note and other Revenues, together with amounts on deposit in, and investment income on, certain funds and accounts held by the Bond Trustee under the Bond Indenture, and hereby agrees that if the payments to be made hereunder shall ever prove insufficient to pay all principal of, premium, if any, and interest on the Bonds as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Bond Trustee, the Obligated Group Agent shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal, premium or interest.

SECTION 5.3 Expenses. The Obligated Group Agent covenants and agrees to pay and to indemnify the Authority and the Bond Trustee against all reasonable costs and charges, including reasonable fees of attorneys, accountants, consultants and other experts, incurred in good faith and arising out of or in connection with the transactions contemplated hereby and by the Bond Indenture.

SECTION 5.4 Tax Covenant. The Obligated Group Agent covenants and agrees that it and each Member of the Obligated Group will at all times do and perform all acts and things permitted by law and this Loan Agreement which are necessary or desirable in order to assure that interest paid on the Bonds will be excluded from gross income of the Bondholders for federal income tax purposes and will take no action that would result in such interest not being excluded from gross income for federal income taxes. Without limiting the generality of the foregoing, the Obligated Group Agent agrees to comply and cause the Members of the Obligated Group to comply with the provisions of the Tax Compliance Certificate. This covenant shall survive payment in full or defeasance of the Bonds.

SECTION 5.5 Indemnification, Immunity and Contribution. (a) To the extent permitted by law, the Obligated Group Agent releases the Authority and the Bond Trustee from and agrees that the Authority and the Bond Trustee shall not be liable for, and agrees to indemnify and hold the Authority and the Bond Trustee harmless from, any liability for, or expense (including but not limited to reasonable attorneys' fees) resulting from, or any loss or damage that may be occasioned by any cause whatsoever pertaining to the issuance, sale and delivery of the Bonds, the acceptance or administration of the trusts established pursuant to the Bond Indenture or the actions taken or to be taken by the Authority or the Bond Trustee under this Loan Agreement or the Bond Indenture, except the gross negligence or willful misconduct of the Authority or the Bond Trustee. The parties intend that no general obligation or liability or charge against the general credit of the Authority shall occur by reason of making this Loan Agreement, the issuance of the Bonds or performing any act required of it by this Loan Agreement. Nevertheless, if the Authority shall incur any such pecuniary liability, then in such event the Obligated Group shall indemnify and hold the Authority harmless by reason thereof, to the extent permitted by law, as provided herein, unless such liability results from the gross negligence or willful misconduct of the Authority.

(b) No provision in this Loan Agreement or any obligation imposed upon the Authority, nor the breach of those provisions or obligations, will constitute or give rise to or impose upon the Authority a pecuniary liability or a charge upon its general credit or taxing power, if any. No board member, employee, officer, director or agent of the

Authority will be personally liable with respect to this Loan Agreement, the Bonds or any of the documents related thereto.

(c) The Obligated Group will pay and will indemnify, defend and hold the Authority and the Bond Trustee, including any person at any time serving as a board member, director, officer, employee, agent or consultant of the Authority or the Bond Trustee or any person who controls the Authority or the Bond Trustee within the meaning of the Securities Act (collectively, the "Indemnified Parties") harmless from and against all claims, liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), suits and judgments of any kind arising out of:

- (1) injury to or death of any person or damage to property in or upon any Hospital Facilities or the occupation, use, possession or condition of the Hospital Facilities or relating to the foregoing;
- (2) any violation of any law, ordinance or regulation affecting the Hospital Facilities or the ownership, occupation, use, possession or condition of the Hospital Facilities;
- (3) the issuance and sale of the Bonds, including the Official Statement used in connection with such sale;
- (4) the execution and delivery of this Loan Agreement, the Bond Indenture, the Tax Compliance Certificate, the Purchase Contract or of any document required or in furtherance of the transactions contemplated by them; or
- (5) the performance of any act required of any indemnitee under this Section or under any provision of this Loan Agreement, the Bond Indenture, the Tax Compliance Certificate, the Official Statement or the Purchase Contract or of any document required or in furtherance of the transactions contemplated by them.

(d) An Indemnified Party will promptly, upon receipt of notice of the existence of a claim or the commencement of a proceeding regarding which indemnity under this Section may be sought, notify the Obligated Group Agent in writing. If a proceeding is commenced against the Indemnified Party, the Obligated Group Agent may participate in the proceeding and, to the extent it elects to do so, may assume the defense with counsel satisfactory to the Indemnified Party. If, however, the Indemnified Party is advised in an Opinion of Counsel that there may be legal defenses available to it which are different from or in addition to those available to the Obligated Group Agent, or if the Obligated Group Agent fails to assume the defense of proceeding or to employ counsel for that purpose within a reasonable time after notice of commencement of the proceeding, the Obligated Group Agent will not be entitled to assume the defense of the proceeding on behalf of the Indemnified Party, but will be responsible for the reasonable fees, costs and expenses of the Indemnified Party in conducting its defense.

(e) No covenant or agreement contained in this Loan Agreement will be deemed to be the covenant or agreement of any board member, officer, attorney, agent

or employee of the Authority or the Obligated Group Agent in an individual capacity. No recourse will be had for any payment of any claim against any officer, board member, agent, attorney or employee of the Authority or the Obligated Group Agent past, present, or future, or its successors or assigns, either directly or through the Authority, or any successor corporation, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all liability of such board members, officers, agents, attorneys or employees being released as a condition of and as a consideration for the execution and delivery of this Loan Agreement.

(f) In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in this Section is for any reason held to be unavailable to the Indemnified Party, the Obligated Group shall contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by said indemnity agreement incurred by the Indemnified Party in such proportion as is appropriate to reflect the relative fault of the Obligated Group Agent in connection with the claim or the commencement of a proceeding regarding which indemnity under this Section may be sought; provided, however, that no person guilty of fraudulent misrepresentation shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(g) The indemnifications set forth herein shall survive the termination of the Bond Indenture and/or the resignation or removal of the Bond Trustee.

SECTION 5.6 Continuing Disclosure. The Obligated Group Agent covenants to comply with and carry out the continuing disclosure requirements of paragraph (b)(5) of Rule 15c2-12 (as amended from time to time, the "Rule") adopted by the Securities and Exchange Commission and execute a continuing disclosure undertaking for the benefit of the beneficial owners of the Bonds, and shall provide continuing information pertaining to the Obligated Group as required by the Rule. Notwithstanding any other provision of this Loan Agreement, failure of the Obligated Group Agent to enter into and comply with such Continuing Disclosure Agreement shall not be considered a Loan Default Event; however, the Authority may take such actions as may be necessary or desirable, including seeking specific performance by court order, to cause the Obligated Group Agent to comply with its obligations under this Section.

SECTION 5.7 Covenants as to Existence and Maintenance of Properties. Each Member of the Obligated Group will maintain its corporate existence and its properties to the extent required by the Master Indenture.

SECTION 5.8 Consolidation, Merger, Sale or Conveyance. The Obligated Group Agent will not consolidate or merge with or sell or convey all or substantially all of its assets to another entity except as permitted by the provisions of the Master Indenture, nor allow any Member of the Obligated Group to do so.

SECTION 5.9 Preservation of Exempt Status. The Obligated Group Agent agrees that:
(a) it will neither perform nor fail to perform any acts, enter into any agreements, carry on or permit to be carried on any activities in its Hospital Facilities, or permit its Hospital Facilities to

be used in or for, any trade or business, that adversely affects the basis for the exemption under Code Section 501(a) nor allow any Member of the Obligated Group to do so; (b) it will not permit to be used, directly or indirectly, the Hospital Facilities or any of its facilities or any other property in any trade or business, the conduct of which would adversely affect the basis for the exemption under Code Section 501(a) nor allow any Member of the Obligated Group to do so; and (c) it will neither perform nor fail to perform any acts, enter into any agreements, carry on or permit to be carried on any activities in its Hospital Facilities that would adversely affect the exclusion from gross income of interest on the Bonds nor allow any Member of the Obligated Group to do so.

SECTION 5.10 Nondiscrimination. The Obligated Group Agent shall assure that all Hospital Facilities financed or refinanced pursuant to this Loan Agreement and through the proceeds of the Bonds will be open to all, regardless of race, religion, sex or creed, and that all contractors and subcontractors engaged in the construction or alteration of Hospital Facilities shall provide an equal opportunity for employment without discrimination as to race, religion, sex or creed.

SECTION 5.11 Liquidity Facility; Substitute Liquidity Facility.

(a) The Obligated Group shall provide, at all times while any Series of Bonds are in a Daily Mode, Weekly Mode or Unit Pricing Mode, to the Tender Agent a Liquidity Facility in full force and effect in to provide for the purchase of such Series of Bonds upon their optional or mandatory tender in accordance with Sections 11.01, 11.02, 11.03, 11.04 and 11.05 of the Bond Indenture. Any Liquidity Facility shall be a facility provided by a Liquidity Facility Provider in an amount equal to the Required Stated Amount with a term of at least 360 days from the effective date thereof and shall be subject to the approval of the Credit Facility Provider

(b) If a Liquidity Facility has been delivered to the Tender Agent in accordance with subsection (a) of this Section with respect to the Bonds, prior to the change to the Fixed Rate Mode, the Obligated Group Agent (1) shall maintain the Liquidity Facility or a Substitute Liquidity Facility, in an amount equal to the Required Stated Amount prior to its termination, and (2) shall not voluntarily terminate the Liquidity Facility or any Substitute Liquidity Facility without the written consent of the Credit Facility Provider and at least 45 days' prior written notice to the Bond Trustee and the Tender Agent and without providing for a Substitute Liquidity Facility prior to the effective date of such termination.

(c) Subject to any restrictions contained in a Liquidity Facility, at any time the Obligated Group Agent may furnish a Substitute Liquidity Facility in substitution for an existing Liquidity Facility subject to the following limitations and the other limitations set forth in this Section:

(i) The Substitute Liquidity Facility must be provided by a Qualified Financial Institution or the Obligated Group Agent.

(ii) The principal amount of the Substitute Liquidity Facility must be not less than that required by Section 5.11(a) hereof and the terms of the Substitute Liquidity Facility regarding the purchase, holding and sale of the Bonds thereunder must

be in all material respects the same as those of the existing Liquidity Facility and otherwise contain administration provisions reasonably acceptable to the Bond Trustee.

(iii) The provider of the Substitute Liquidity Facility and the form and content of the Substitute Liquidity Facility must be acceptable to the Remarketing Agent and the Credit Facility Provider (whose consents shall not be unreasonably withheld) and shall include an agreement by the provider of the Substitute Liquidity Facility to purchase any Bank Bonds then held by the Liquidity Facility Provider at par plus any accrued interest.

(iv) The term of the Substitute Liquidity Facility must be at least 360 days from the effective date thereof.

(v) On or prior to the effective date of a Substitute Liquidity Facility, the Obligated Group Agent shall furnish to the Bond Trustee:

(A) an Opinion of Counsel reasonably acceptable to the Bond Trustee and the Credit Facility Provider to the effect that the Liquidity Facility has been duly authorized, executed and delivered by the Liquidity Facility Provider and is a valid and binding obligation of the Liquidity Facility Provider enforceable in accordance with its terms (subject as to enforceability to standard exceptions respecting bankruptcy, insolvency and similar laws and principles of equity) and that the exemption of the Bonds (or any securities evidenced thereby) from the registration requirements of the Securities Act and the exemption of the Bond Indenture from qualification under the Trust Indenture Act, will not be impaired by such Substitute Liquidity Facility or that the applicable registration or qualification requirements of those Acts have been satisfied and

(B) a No Adverse Effect Opinion.

(vi) The Obligated Group Agent shall give written notice to the Authority, the Bond Trustee, the Tender Agent, the Credit Facility Provider, the Liquidity Facility Provider, the Remarketing Agent and each Rating Agency, not less than 45 days prior to the effective date of any replacement of a Liquidity Facility with a Substitute Liquidity Facility and not less than 45 days prior to the Expiration Date of a Liquidity Facility then in effect, specifying that the Obligated Group Agent intends to replace the Liquidity Facility with a Substitute Liquidity Facility on or before the Expiration Date of the Liquidity Facility then in effect. A draft of each Substitute Liquidity Facility and appropriate information concerning the issuer of the Substitute Liquidity Facility shall be submitted by the Obligated Group Agent to each Rating Agency.

(vii) The Obligated Group Agent shall cause to be delivered to the Bond Trustee not less than 30 days prior to the Expiration Date of an existing Liquidity Facility (A) a commitment by the Liquidity Facility Provider that will issue the Substitute Liquidity Facility, and (B) written notice, if any, from each Rating Agency that has

notified the Bond Trustee in writing that it has established a rating on the Bonds, stating whether the substitution of the Substitute Liquidity Facility will result in a reduction or withdrawal of its short-term rating then in effect on the Bonds. The Bonds shall be subject to mandatory tender as provided in Section 11.05 of the Bond Indenture if the proposed Substitute Liquidity Facility will result in a withdrawal or reduction of that Rating Agency's then current short-term or long-term rating for the Bonds.

(d) The Obligated Group Agent shall exercise its best efforts to arrange for the delivery to the Bond Trustee of a Substitute Liquidity Facility to replace any Liquidity Facility then in effect upon the occurrence of any of the following events or circumstances:

(i) If the Liquidity Facility Provider has rescinded, terminated or repudiated the Liquidity Facility, or the Liquidity Facility Provider or any governmental authority with jurisdiction over the Liquidity Facility is challenging the validity of the Liquidity Facility or if the Liquidity Facility Provider is in default under the Liquidity Facility.

(ii) If the Liquidity Facility Provider refuses to extend the Expiration Date with respect to the current Liquidity Facility then in effect, but the term of such Substitute Liquidity Facility need not (but may) begin prior to the Expiration Date of the current Liquidity Facility then in effect. The Obligated Group Agent shall not terminate the current Liquidity Facility until the term of the Substitute Liquidity Facility has begun.

(iii) Failure of the Liquidity Facility Provider to honor its obligation under the Liquidity Facility to purchase the Bonds.

The Obligated Group Agent shall, if requested to do so by the Credit Facility Provider, use its best efforts to substitute a Substitute Liquidity Facility for any existing Liquidity Facility pursuant to this Section if the unsecured rating for the short-term debt of the Liquidity Facility Provider thereunder is reduced below the two highest short-term rating categories by any Rating Agency then rating the Bonds that are covered by that existing Liquidity Facility.

SECTION 5.12 Credit Facility; Substitute Credit Facility.

(a) The Obligated Group Agent shall maintain a Credit Facility with respect to the Bonds Outstanding, other than Bonds bearing interest at an Indexed Interest Rate, the Term Rate or the Fixed Rate, in an amount equal to the Required Stated Amount. The Obligated Group Agent will not voluntarily terminate a Credit Facility without at least 60 days prior written notice to the Bond Trustee and without providing for a Substitute Credit Facility for the Bonds prior to the effective date.

(b) Subject to any restrictions contained in a Credit Facility, at any time the Obligated Group Agent may furnish a Substitute Credit Facility in substitution for an existing Credit Facility, subject to the following limitations and the other limitations set forth in this Section:

(i) The stated amount of the Substitute Credit Facility must be not less than that required by Section 5.12(a) hereof and the terms of the Substitute Credit Facility

regarding the payment when due of principal of and interest on Bonds thereunder must be in all material respects the same as those of the existing Credit Facility and otherwise contain administration provisions reasonably acceptable to the Bond Trustee.

(ii) The provider of the Substitute Credit Facility and the form and content of the Substitute Credit Facility must be acceptable to the Remarketing Agent (whose consent shall not be unreasonably withheld.)

(iii) The term of the Substitute Credit Facility must be at least 360 days from the effective date thereof.

(iv) On or prior to the effective date of a Substitute Credit Facility, the Obligated Group Agent shall furnish to the Bond Trustee:

(A) an Opinion of Counsel reasonably acceptable to the Bond Trustee to the effect that the Credit Facility has been duly authorized, executed and delivered by the Credit Facility Provider enforceable in accordance with its terms (subject as to enforceability to standard exceptions respecting bankruptcy, insolvency and similar laws and principles of equity) and that the exemption of the Bonds (or any securities evidenced thereby) from the registration requirements of the Securities Act and the exemption of the Bond Indenture from qualification under the Trust Indenture Act will not be impaired by such Substitute Credit Facility or that the applicable registration or qualification requirements of such acts have been satisfied, and

(B) a No Adverse Effect Opinion.

(v) The Obligated Group Agent shall give written notice to the Authority, the Bond Trustee, the Tender Agent, the Credit Facility Provider, the Liquidity Facility Provider, the Remarketing Agent and each Rating Agency, not less than 45 days prior to the effective date of any replacement of a Credit Facility with a Substitute Credit Facility and not less than 45 days prior to the Expiration Date of a Credit Facility then in effect, specifying that the Obligated Group Agent intends to replace the Credit Facility with a Substitute Credit Facility on or before the Expiration Date of the Credit Facility then in effect. A draft of each Substitute Credit Facility and appropriate information concerning the issuer of the Substitute Credit Facility shall be submitted by the Obligated Group Agent to each Rating Agency.

(vi) The Obligated Group Agent shall cause to be delivered to the Bond Trustee not less than 30 days prior to the Expiration Date of an existing Credit Facility (A) a commitment by the Credit Facility Provider that will issue the Substitute Credit Facility; and (B) written notice, if any, from each Rating Agency that has notified the Bond Trustee in writing that it has established a rating on the Bonds, stating whether the substitution of the Substitute Credit Facility will result in a reduction or withdrawal of its short-term rating then in effect on the Bonds. The Bonds shall be subject to mandatory tender as provided in Section 11.05 of the Bond Indenture if the proposed Substitute

Credit Facility will result in a withdrawal or reduction of that Rating Agency's then current short-term or long-term rating for the Bonds.

(c) The Obligated Group Agent shall exercise its best efforts to arrange for the delivery to the Bond Trustee of a Substitute Credit Facility to replace any Credit Facility then in effect upon the occurrence of any of the following events or circumstances.

(i) If the Credit Facility Provider has rescinded, terminated or repudiated the Credit Facility, or the Credit Facility Provider or any governmental authority with jurisdiction over the Credit Facility is challenging the validity of the Credit Facility or if the Credit Facility Provider is in default under the Credit Facility.

(ii) If the Credit Facility Provider refuses to extend the Expiration Date with respect to the current Credit Facility then in effect, but the term of such Substitute Credit Facility need not (but may) begin prior to the Expiration Date of the current Credit Facility then in effect. The Obligated Group Agent shall not terminate the current Credit Facility until the term of the Substitute Credit Facility has begun.

Failure of the Credit Facility Provider to honor its payment obligations under the Credit Facility upon delivery of a properly presented, conforming draw request.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.1 Events of Default. Each of the following events shall constitute and be referred to herein as a "Loan Default Event":

(a) Failure by the Obligated Group Agent to pay in full any payment required hereunder, except any Additional Payments required hereunder, whether at maturity, upon a date fixed for prepayment, by declaration, or otherwise pursuant to the terms hereof or thereof;

(b) If any material representation or warranty made by the Obligated Group Agent herein or made by the Obligated Group Agent in any document, instrument or certificate furnished to the Bond Trustee or the Authority in connection with the issuance of the Bonds shall at any time prove to have been incorrect in any respect as of the time made;

(c) If the Obligated Group Agent or any Member of the Obligated Group shall fail to observe or perform any other covenant, condition, agreement or provision in this Loan Agreement on its part to be observed or performed, or shall breach any warranty by the Obligated Group Agent herein contained, and such breach or failure continues for a period of 60 days after written notice, specifying such failure or breach and requesting that it be remedied, has been given to the Obligated Group Agent by the Authority or the Bond Trustee; except that, if such failure or breach cannot be remedied within such sixty-

day period and if the Obligated Group Agent has taken all action reasonably possible to remedy such failure or breach within such sixty-day period, such failure or breach shall not become a Loan Default Event for so long as the Obligated Group Agent shall diligently proceed to remedy such failure or breach in accordance with and subject to any directions or limitations of time established by the Bond Trustee; or

(d) Any Event of Default as defined in and under the Bond Indenture.

SECTION 6.2 Remedies on Default. If a Loan Default Event shall occur, then, and in each and every such case during the continuance of such Loan Default Event, the Bond Trustee on behalf of the Authority, but subject to the limitations in the Bond Indenture, including those relating to acceleration of principal of the Bonds, as to the enforcement of remedies, may take such action as it deems necessary or appropriate to collect amounts due hereunder, to enforce performance and observance of any obligation or agreement of the Obligated Group Agent hereunder or to protect the interests securing the same, and may, without limiting the generality of the foregoing:

(a) Exercise any or all rights and remedies given hereby or available hereunder or given by or available under any other instrument of any kind securing the Obligated Group Agent's performance hereunder;

(b) By written notice to the Obligated Group Agent declare all Loan Repayments and Additional Payments to be immediately due and payable under this Loan Agreement, whereupon the same shall become immediately due and payable; and

(c) Take other acts or steps as may be available under the Bond Indenture, as the registered owner of the 2012-2 Note under the Master Indenture, or at law or in equity to collect the payment required hereunder then due, whether on the stated due date or by declaration of acceleration or otherwise, for damages or for specific performance or otherwise to enforce performance and observance of any obligation, agreement or covenant of the Obligated Group Agent hereunder, subject, however, to the provisions of the Act.

SECTION 6.3 Discontinuance or Abandonment of Default Proceedings. If any proceeding taken by the Bond Trustee on account of any Loan Default Event shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Bond Trustee, then and in every case the Authority, the Bond Trustee and the Obligated Group Agent shall be restored to their former position and rights hereunder, respectively, and all rights, remedies and powers of the Authority and the Bond Trustee shall continue as though no such proceeding had taken place.

SECTION 6.4 Remedies Cumulative. No remedy conferred upon or reserved to the Authority or the Bond Trustee hereby or now or hereafter existing at law or in equity or by statute, shall be exclusive but shall be cumulative with all others. Such remedies are not mutually exclusive and no election need be made among them, but any such remedy or any combination of such remedies may be pursued at the same time or from time to time so long as all amounts realized are properly applied and credited as provided herein. No delay or omission

to exercise any right or power accruing upon any Loan Default Event shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient by the Authority or the Bond Trustee. In the event of any waiver of a Loan Default Event hereunder, the parties shall be restored to their former positions and rights hereunder, but no such waiver shall extend to any other or subsequent Loan Default Event or impair any right arising as a result thereof. In order to entitle the Bond Trustee to exercise any remedy reserved to it, it shall not be necessary to give notice other than as expressly required herein.

SECTION 6.5 Application of Moneys Collected. Any amounts collected pursuant to action taken under this Article shall be applied in accordance with the provisions of Article VII of the Bond Indenture.

SECTION 6.6 Attorneys' Fees and Other Expenses. If, as a result of the occurrence of a Loan Default Event or the failure of the Obligated Group Agent to pay the Additional Payments, the Authority or the Bond Trustee employs attorneys or incurs other expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Obligated Group Agent, the Obligated Group will, on demand, reimburse the Authority or the Bond Trustee, as the case may be, for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

SECTION 6.7 Notice of Default. The Obligated Group Agent agrees that, as soon as is practicable, and in any event within five (5) days, the Obligated Group Agent will furnish the Bond Trustee notice of any event which is a Loan Default Event pursuant to Section 6.1 which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which the Obligated Group Agent proposes to take with respect thereto; provided, however, that with respect to a Loan Default Event pursuant to Section 6.1(a) or 6.1(d), the Bond Trustee shall give the Obligated Group Agent immediate telephonic notice on the date such default occurs.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1 Amendments and Supplements. This Loan Agreement may be amended, changed or modified only as provided in Sections 6.07(B) of the Bond Indenture.

SECTION 7.2 Time of the Essence; Non-business Days. Time shall be of the essence of this Loan Agreement. When any action is provided for herein to be done on a day named or within a specified time period, and the day or the last day of the period falls on a day other than a Business Day, such action may be performed on the next ensuing Business Day with the same effect as though performed on the appointed day or within the specified period.

SECTION 7.3 Binding Effect. This instrument shall inure to the benefit of and shall be binding upon the Authority and the Obligated Group Agent and their respective successors and assigns, subject to the limitations contained herein; provided, however, that the Bond Trustee shall have only such duties and obligations as are expressly given to it hereunder.

SECTION 7.4 Entire Agreement. This Loan Agreement, together with all agreements and documents incorporated by reference herein, constitutes the entire agreement of the parties and is not subject to modification, amendment, qualification or limitation except as expressly provided herein.

SECTION 7.5 Severability. If any covenant, agreement or provision, or any portion thereof contained in this Loan Agreement, where the application thereof to any Person or circumstance is held to be unconstitutional, invalid or unenforceable, the remainder of this Loan Agreement and the application of such covenant, agreement or provision, or portion thereof, to other Persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Loan Agreement shall remain valid, and the Holders shall retain all valid rights and benefits accorded to them under this Loan Agreement and the Constitution and laws of the State of West Virginia.

SECTION 7.6 Notices. Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in accordance with Section 11.07 of the Bond Indenture.

SECTION 7.7 Term. Except as otherwise provided herein, this Loan Agreement shall remain in full force and effect from the date of execution hereof until no Bonds remain Outstanding under the Bond Indenture and all payments required hereunder have been made.

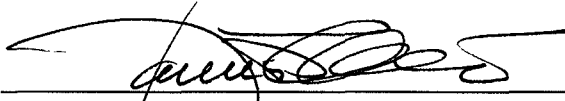
SECTION 7.8 Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

SECTION 7.9 Governing Law. This Loan Agreement shall be governed by and construed according to the laws of the State of West Virginia applicable to contracts made and performed within the State of West Virginia.

[Signature page follows]

IN WITNESS WHEREOF, the Authority and the Obligated Group Agent have caused this Loan Agreement to be executed in their respective corporate names as of the date first written above.

**WEST VIRGINIA HOSPITAL FINANCE
AUTHORITY**

By: 
Name: James R. Christie
Title: Chairman

**WEST VIRGINIA UNIVERSITY HOSPITALS,
INC., as Obligated Group Agent on behalf of itself
and the other Members of the Obligated Group**

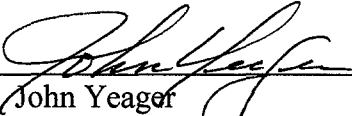
By: _____
Name: John Yeager
Title: Authorized Officer

IN WITNESS WHEREOF, the Authority and the Obligated Group Agent have caused this Loan Agreement to be executed in their respective corporate names as of the date first written above.

**WEST VIRGINIA HOSPITAL FINANCE
AUTHORITY**

By: _____
Name: James R. Christie
Title: Chairman

**WEST VIRGINIA UNIVERSITY HOSPITALS,
INC., as Obligated Group Agent on behalf of itself
and the other Members of the Obligated Group**

By:  _____
Name: John Yeager
Title: Authorized Officer