

BOND PURCHASE AND LOAN AGREEMENT

among

**WEST VIRGINIA HOSPITAL FINANCE AUTHORITY,
as Issuer**

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

and

**UNITED BANK, INC.,
as Bondholder and Purchaser**

Dated as of August 1, 2012

**Relating To
\$ 23,770,000
West Virginia Hospital Finance Authority
Hospital Refunding Bond
(West Virginia United Health System Obligated Group),
2012 Series C**

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Exhibit A – Form of Bond

Exhibit B – Form of 2012-3 Note

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THIS BOND PURCHASE AND LOAN AGREEMENT dated as of August 1, 2012, among the **WEST VIRGINIA HOSPITAL FINANCE AUTHORITY**, a body corporate and governmental instrumentality of the State of West Virginia (the "Authority"), **WEST VIRGINIA UNIVERSITY HOSPITALS, INC.**, a West Virginia nonprofit corporation, executing this document on behalf of itself and the other Members of the Obligated Group (as such terms are hereinafter defined) as Obligated Group Agent (the "Obligated Group Agent"), and **UNITED BANK, INC.**, a West Virginia banking corporation, as purchaser of the Bond (the "Bondholder" or the "Purchaser").

W I T N E S S E T H:

WHEREAS, the West Virginia Hospital Finance Authority Act, Chapter 16, Article 29A of the Code of West Virginia, 1931, as amended (the "Act"), authorizes the Authority to issue bonds and notes 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;

WHEREAS, as of the date hereof the Obligated Group consists of the Obligated Group Agent, United Hospital Center, Inc., City Hospital, Inc., City Hospital Foundation, Inc., The Charles Town General Hospital d/b/a Jefferson Memorial Hospital and Camden-Clark Memorial Hospital Corporation (each a "Member" and collectively, the "Obligated Group");

WHEREAS, the Authority intends to issue and sell to the Bondholder its Hospital Refunding Bond (West Virginia United Health System Obligated Group), 2012 Series C in the authorized principal amount of \$23,770,000 (the "Series C Bond"), and will loan a portion of the proceeds received thereunder to the Obligated Group Agent (the "Loan") to be used to (a) currently refund the Authority's Hospital Refunding Revenue Bond (West Virginia United Health System Obligated Group) 2008 Series D (the "Bonds to be Refunded"), which bonds were issued to finance, in part, the current refunding of the 2005 B Bonds, which were used to currently refund all of the outstanding (i) Series 1992 Bonds, (ii) Series 2002 Bonds and (iii) Series 2003 Bonds, to pay the upfront letter of credit fee and to pay costs of issuance, and (b) pay costs of issuing the Bond.

WHEREAS, the Obligated Group Agent agrees to repay the Loan from the Authority on the terms and conditions set forth herein;

WHEREAS, to evidence its obligations hereunder, the Obligated Group has issued a promissory note dated August 1, 2012 in favor of the Authority in the principal amount of \$23,770,000 (the "2012-3 Note") to evidence the Series C Bond, which is issued pursuant to the Amended and Restated Master Trust Indenture dated as of August 1, 2003, as supplemented by Supplemental Indenture 2012-2 dated as of August 1, 2012 (the "Supplemental Indenture"), between the Members of the Obligated Group and The Huntington National Bank, as Master Trustee (as supplemented through the date hereof, the "Master Indenture"); and

WHEREAS, the Authority, the Obligated Group Agent and the Bondholder desire to set forth the terms and conditions with respect to such financing.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions.

(a) As used in this Agreement, the terms defined in the Preamble and Recitals hereto shall have the respective meanings specified therein. Terms defined in the Master Indenture and not otherwise defined herein, including the terms hereinafter listed in this sentence, shall have the respective meanings given in the Master Trust Indenture: "Accelerable Instrument," "Income Available for Debt Service," "Indebtedness," "Interest Rate Agreement," "Lien," "Master Trustee," "Maximum Annual Debt Service Requirement," "Obligations," "Permitted Encumbrances," "Person" and "Revenues." Except as otherwise specified herein, defined terms shall be capitalized when used herein.

(b) The terms listed below in this Section shall have the respective meanings set forth in this Section unless the context otherwise requires:

"**Act**" shall mean Article 29A of Chapter 16 of the Code of West Virginia, 1931, as amended.

"**Adjusted LIBOR Rate**" shall mean a rate of interest per annum equal to the sum obtained (rounded upwards, if necessary, to the next higher 1/100th of 1.0%), by adding (i) 70% of LIBOR plus (ii) 1.10% per annum. The Adjusted LIBOR Rate shall be adjusted (i) weekly on the first day of each LIBOR Interest Period.

"**Agreement**" shall mean this Bond Purchase and Loan Agreement, including any amendments or supplements hereto.

"**Authority**" or "**Issuer**" shall mean the West Virginia Hospital Finance Authority, a body corporate and governmental instrumentality of the State of West Virginia.

"**Authorized Officer**" shall mean the president, any vice president, the treasurer, the secretary and the assistant secretary of the Obligated Group Agent or any other person designated as an Authorized Officer of the Obligated Group Agent by a certificate of the Obligated Group Agent signed by its president and filed with the Bondholder.

"**Bond**" shall mean the Series C Bond.

"**Bondholder**" shall mean the Purchaser or any successor, as holder of the Bond.

"**Bond Counsel**" shall mean Spilman Thomas & Battle, PLLC of Charleston, West Virginia.

"**Bonds to be Refunded**" shall mean the West Virginia Hospital Finance Authority Hospital Refunding Revenue Bond (West Virginia United Health System Obligated Group) 2008 Series D.

"**Business Day**" shall mean any day on which the Bondholder is open for the purpose of conducting a commercial banking business in the State of West Virginia.

"**Bond Registrar**" shall mean United Bank, Inc., Charleston, West Virginia and its successors and assigns.

“Closing Date” shall mean the date of delivery of and payment for the Bond.

“Code” shall mean the Internal Revenue Code of 1986, as amended, including applicable regulations and revenue rulings thereunder.

“Costs of Issuance” shall mean all items of expense directly or indirectly payable by or reimbursable to the Authority or the Obligated Group and related to the authorization, issuance, sale and delivery of the Bond, including but not limited to costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Purchaser and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, fees and charges for preparation, execution and safekeeping of the Bond any other cost, charge or fee in connection with the original issuance of the Bond.

“Costs of Issuance Fund” shall mean the trust fund by that name established pursuant to Section 7(a) hereof.

“Debt Service Coverage Ratio” shall mean, 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” shall mean, as of any applicable determination date, the quotient obtained by dividing (a) the aggregate amount of all Indebtedness of the Obligated Group by (b) the sum of (i) the aggregate amount of all Indebtedness of the Obligated Group and (ii) the unrestricted net assets of the Obligated Group, determined on a consolidated basis in accordance with GAAP.

“Escrow Agent” shall mean United Bank, Inc. as the custodian of the Costs of Issuance Fund, and any successor as such custodian.

“Financing Instruments” shall mean this Agreement, the Bond, the Note and the 2012-2 Supplemental Indenture.

“Fiscal Year” shall mean, with respect to the Obligated Group Agent, the 12-month period ending December 31 of each calendar year or such other annual fiscal accounting period for the Obligated Group Agent as may be established in the future by its board of trustees.

“GAAP” shall mean generally accepted accounting principles, as in effect from time to time, consistently applied.

“Hospital Facilities” shall mean those certain assets refinanced by the Bond.

“LIBOR” shall mean the average rate quoted on BBA LIBOR USD 1 Month, ticker US0001M Index as displayed through Bloomberg (or such replacement page) on the determination date for deposits in U. S. Dollars offered in the London interbank market for one month determined as of 11:00 am London time one (1) Business Days prior to the commencement of the applicable LIBOR Interest Period; provided that if the above method for determining LIBOR shall not be available, “LIBOR” shall be the rate quoted in *The Wall Street Journal*, or a rate determined by a substitute method of determination agreed on by the Obligated Group Agent and the Bondholder; provided, if such agreement is not reached within a reasonable period of time (in the Bondholder’s sole judgment), a rate reasonably determined by the

Bondholder in its sole discretion as a rate being paid, as of the determination date, by first class banking organizations (as determined by the Bondholder) in the London interbank market for U. S. Dollar deposits.

"LIBOR Interest Period" shall mean the period commencing on the date the Bonds are first issued and ending on the day that is immediately prior to the corresponding day of each week thereafter; provided that, any LIBOR Interest Period which would otherwise end on a day which is not a Business Day shall be extended to the next succeeding Business Day.

"Master Indenture" shall mean the Amended and Restated Master Trust Indenture dated as of August 1, 2003, as heretofore supplemented and amended, between the Obligated Group Agent and The Huntington National Bank, as master trustee, and as further supplemented by the Supplemental Indenture.

"Material Adverse Event" shall mean 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 Financing Instruments, (iii) any material impairment of the ability of the Obligated Group to pay the 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 Financing Instruments to which any Member is a party or any material impairment of the enforceability of the Master Indenture or any of such Financing Instruments, 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).

"Non-Material Obligated Group Member" shall mean, as of any date of determination, any Member whose Revenues for the then most recent fiscal year for which the Obligated Group Agent has provided the Purchaser with audited annual financial statements conforming to the requirements set forth in Section 414 of the Master Trust Indenture are less than five (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.

"Note" shall mean the 2012-3 Note.

"Payment of the Bond" shall mean payment in full of the Bond and the making in full of all other payments due and payable pursuant to this Agreement at the time of such payment.

"Permitted Investments" shall mean any security, obligation, annuity contract or investment type property as defined in Section 148(b) of the Code.

"Purchaser" means United Bank, Inc., as the initial Bondholder.

"Series C Bond" means West Virginia Hospital Finance Authority Hospital Revenue Refunding Bond (West Virginia United Health System Obligated Group), 2012 Series C in the form of Exhibit A attached hereto, issued pursuant to this Agreement in the aggregate principal amount of \$23,770,000, and dated the date of its issuance.

“Unrestricted Cash and Investments” means, with respect to the Obligated Group, as of any applicable determination date, the sum of (i) the amount of the unrestricted cash of the Obligated Group as of such date, plus (ii) the market value of the unrestricted marketable investment securities of the Obligated Group 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.

“2008 D Bond Trustee” shall mean The Bank of New York Mellon, as bond trustee for the Bonds to be Refunded.

“2012-3 Note” shall mean a promissory note issued by the Obligated Group Agent pursuant to the Master Indenture to evidence and secure the obligations of the Obligated Group Agent under this Agreement with respect to the Series C Bond, which constitutes an Obligation within the meaning of the Master Indenture in the form attached as Exhibit B hereto.

“2012-2 Supplemental Indenture” shall mean Supplemental Master Trust Indenture dated as of August 1, 2012 between the Members of the Obligated Group and The Huntington National Bank, as master trustee.

Section 2. Representations and Findings by Authority.

The Authority makes the following representations and findings as the basis for its undertakings hereunder:

(a) The Authority is duly organized under the Act and has the power to execute and deliver the Financing Instruments to which it is a party, to perform its obligations thereunder, to issue the Bond, to loan the proceeds of the Bond to the Obligated Group for the purposes and pursuant to the provisions of this Agreement and to carry out its other obligations under such Financing Instruments. The loan of the proceeds of the Bond to the Obligated Group by the Authority furthers the purposes for which the Authority was organized. By proper corporate action, the Authority has duly authorized the execution and delivery of such Financing Instruments, the performance of its obligations thereunder and the issuance of the Bond. Simultaneously with the execution and delivery of this Agreement, the Authority has issued and sold the Bond to the Bondholder.

(b) To the best of its knowledge and belief, the Authority is not (1) in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing under the provisions of any such instrument that with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder, (2) in violation of the Act or any other existing West Virginia law, rule or regulation applicable to it or (3) in material default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which any of its assets are subject in a manner that would have a material adverse effect on the validity or enforceability of this Agreement or the Bond or the transactions contemplated on the part of the Authority hereby and thereby, and the execution and delivery by the Authority of this Agreement and the Bond and the performance of its

obligations thereunder will not conflict with or result in the breach of or constitute a default under any of the above described documents or other restrictions.

(c) No further approval, consent or withholding of objection on the part of any governmental or regulatory body, federal, state or local, is required in connection with (1) the issuance and delivery of the Bond by the Authority or (2) the execution or delivery of or performance by the Authority of its obligations under the Financing Instruments to which it is a party.

(d) No litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to its knowledge, threatened against the Authority with respect to (1) the organization and existence of the Authority, (2) its authority to execute or deliver the Financing Instruments to which it is a party, (3) the validity or enforceability of any of such Financing Instruments or the performance of its obligations thereunder, (4) the title of any officer of the Authority who executed such Financing Instruments or (5) any authority or proceedings related to the execution and delivery of such Financing Instruments on behalf of the Authority. No such authority or proceedings have been repealed, revoked, rescinded or amended and all are in full force and effect.

Notwithstanding anything herein to the contrary, any obligation the Authority may incur hereunder shall not be deemed to constitute a general obligation of the Authority but shall be payable solely from the payments received under the Note and security therefor.

Section 3. Representations and Warranties by the Obligated Group Agent.

The Obligated Group Agent makes the following representations as of the date hereof as the basis for its undertakings hereunder:

(a) Each Member is a nonprofit corporation duly incorporated and validly existing under the laws of the State of West Virginia.

(b) Each Member (i) is an organization described in Section 501(c)(3) of the Code and (ii) is not a "private foundation" as defined in Section 509(a) of the Code. The Obligated Group has conducted its operations and filed all required reports with the Internal Revenue Service to maintain such status.

(c) The Obligated Group Agent has the corporate power and authority to make the agreements on behalf of the Obligated Group and has duly authorized by proper corporate action the execution and delivery of this Agreement, the Supplemental Indenture and the Note.

(d) The execution and delivery of this Agreement, the Supplemental Indenture and the Note and the performance by the Obligated Group Agent and the other Members of their obligations hereunder and thereunder will not be in violation of, or constitute a default under, any provision of (i) their respective articles of incorporation, bylaws or any similar governing documents, (ii) the Master Indenture, (iii) any material indenture, mortgage, lease, resolution, note or other agreement or instrument to which the Obligated Group Agent or any Member is a party or by which the Obligated Group Agent or any Member is bound; or (iv) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Obligated Group Agent and

the Members of the Obligated Group or any of their properties, the effect of which would cause a Material Adverse Event.

(e) Except as set forth in the financial statements (including the notes contained therein) for the fiscal year ended December 31, 2011 or as otherwise disclosed to the Purchaser before the date hereof in writing, there are no actions, suits, investigations, or proceedings pending or, in the knowledge of the Obligated Group, threatened against any Member or the assets of any Member which, if adversely decided, would constitute a Material Adverse Event.

(f) No Member is in material breach of or in material default under applicable law or administrative regulation of the State of West Virginia or the United States of America, or any applicable judgment or decree, or any loan agreement, note, resolution or other agreement or instrument to which the Obligated Group Agent or any Member is a party or is otherwise subject, which breach or default would cause a Material Adverse Event on the validity or enforceability of this Agreement, the Supplemental Indenture or the Note or the transactions contemplated on the part of the Obligated Group Agent or any Member hereby or thereby, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a material breach or default.

(g) All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Obligated Group in connection with the execution and delivery of this Agreement, the Supplemental Indenture and the Note and the consummation of the transactions contemplated by this Agreement, the Supplemental Indenture and the Note have been duly obtained and remain in full force and effect.

(h) All information, documents, reports, statements, financial statements and data submitted on behalf of the Obligated Group in connection with this Agreement, or in support thereof, are true, accurate, and complete in all material respects as of the date made and contain no knowingly false, incomplete or misleading statements.

(i) Since the end of the most recent fiscal year of the Obligated Group for which audited financial statements have been provided to the Purchaser, there has been no change in the financial position or results of operations of the Obligated Group that would result in a Material Adverse Event.

(j) All requirements and conditions to the issuance of the Note set forth in the Master Indenture have been complied with and satisfied. The obligations of the Obligated Group under this Agreement are evidenced by the Note and secured, equally and ratably with all of the other Obligations, by the Master Trust Indenture and the security granted pursuant thereto.

(k) No Liens (as defined in the Master Indenture) exist on any property of any Member except Permitted Encumbrances (as defined in the Master Indenture) and any other liens or encumbrances permitted under the Master Indenture.

(l) The Obligated Group Agent represents that no Financing Instrument nor any information (financial or otherwise) furnished by or on behalf of the Obligated Group Agent in connection with the negotiation of the sale of the Bond contains any untrue

statement of a material fact or omits a material fact necessary to make the statements contained therein not misleading. There is no fact that the Obligated Group Agent has not disclosed in writing to the Bondholder that will have a material adverse effect on the properties, operations or financial condition of the Obligated Group, or the ability of the Obligated Group Agent to perform its obligations under the Financing Instruments.

Section 4. Sale and Purchase of Bond; Limitation of Liability of Authority; Commitment of the Bondholder.

(a) The Authority shall issue and sell the Bond to the Bondholder and secure the Bond by assigning to the Bondholder all of its rights under the Note and the Bondholder shall purchase the Bond, all upon the terms and conditions set forth herein. All Financing Instruments shall be in form satisfactory to the Bondholder.

(b) The Bondholder represents that it (1) is purchasing the Bond for its own account for investment and has no present intention of reselling or disposing of the Bond or engaging in any "distribution" thereof (as that term is used in the Securities Act of 1933, as amended, and the regulations of the Securities and Exchange Commission thereunder), (2) is familiar with the operations and financial condition of the Obligated Group based upon information furnished to the Bondholder by the Obligated Group Agent and has made such inquiries with respect to the Obligated Group, the Authority, the Bond and the security therefor and other material factors affecting the security for and payment of the Bond as it deems appropriate in connection with the purchase of the Bond and is relying solely on such inquiry and its own analysis in its purchase of the Bond, (3) understands that no official statement, prospectus, offering circular or other offering statement containing material information with respect to the Authority, the Obligated Group Agent or the Bond being issued and that the Bond is unrated and (4) has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by its purchase of the Bond, and its net worth and available assets are such that it is able to bear the economic risk of its purchase of the Bond. In determining to purchase the Bond, the Bondholder has not relied upon any information (including financial information) relating to the Obligated Group Agent provided by the Authority, nor has it relied upon the omission of the Authority to provide any such information.

(c) The Bondholder acknowledges that during the course of the transaction and prior to the sale of the Bond, it has requested or has had access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and it has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Obligated Group Agent, the Authority, the Bond and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Bond. No such information requested by it has been denied to the Bondholder.

(d) Because of its experience in financial and business matters, the Bondholder acknowledges that it is qualified to make the inquiry and analysis described in subsection 4(b)(2) and to understand fully the documents and information described in subsection 4(c).

(e) The Bondholder understands that the Code prescribes satisfaction of several requirements in order that interest on the Bond be and remain excludable from gross income for federal income tax purposes, some of which apply after issuance of the Bond, and that noncompliance by the Obligated Group Agent or the Authority with certain of such requirements could cause interest on the Bond to be includable in gross income for federal income tax purposes and thus, subject to federal income taxation retroactively to the date hereof.

(f) The Bondholder understands that the Bond (i) is not being registered under the Securities Act of 1933, as amended, and is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) will not be listed on any stock or other securities exchange, (iii) will carry no rating from any rating agency or service, and (iv) may be resold only to purchasers who meet the criteria set forth herein and who, as a condition to such purchase, deliver an executed bank investment letter in form and substance reasonably acceptable to Bond Counsel.

(g) It is specifically understood and agreed that the Authority makes no representation, covenant or agreement as to the financial position or business condition of the Obligated Group Agent and does not represent or warrant as to any statements, materials, representations or certifications furnished by the Obligated Group Agent in connection with the sale of the Bond, or as to the correctness, completeness or accuracy thereof.

Section 5. Conditions Precedent to Delivery of Bond.

The Purchaser shall accept delivery of the Bond only upon delivery to it in form and substance satisfactory to it of the following:

(a) Copies of the Financing Instruments, and any assignments related thereto, executed by the Authority and/or the Obligated Group Agent, as applicable, all in form acceptable to the Purchaser;

(b) An opinion or opinions of Bond Counsel satisfactory to the Purchaser that (i) interest on the Bond will be excluded from gross income for Federal income tax purposes; (ii) interest on the Bond will not be an item of tax preference for purposes of the federal alternative income tax imposed on individuals and corporations; and (iii) interest on the Bond will be exempt from income taxation by the State of West Virginia;

(c) An opinion or opinions of counsel to the Obligated Group in a form acceptable to the Bondholder;

(d) (i) A copy of the Articles of Incorporation of each Member certified by the Secretary of State of the State of West Virginia as of a date no earlier than 30 days prior to the Closing Date and a certificate of existence respecting each Member issued by the Secretary of State of the State of West Virginia no earlier than 30 days prior to the Closing Date; and (ii) a Certificate of the Secretary of the Obligated Group Agent stating that attached thereto is (x) a true and correct copy of the bylaws of each Member currently in full force and effect; and (y) copies of the resolutions of the Board of Directors (or other governing body) of the Obligated Group Agent evidencing authorization and approval of this Agreement and any Financing Instruments to which it

is a party and the transactions contemplated thereby; and (iii) evidence that each Member is an organization exempt from taxation under Section 501(c)(3) of the Code;

(e) a compliance certificate in the form and substance satisfactory to the Purchaser; and

(f) Such other documentation, certificates and opinions as may be reasonably required by the Purchaser or Bond Counsel.

Section 6. Loan by the Authority; Repayment of Loan; Additional Payments.

(a) Upon the terms and conditions of this Agreement, the Authority shall lend to the Obligated Group Agent the proceeds of the Series C Bond in the following manner:

(i) \$100,000 of which shall be deposited into the Costs of Issuance Fund – Series C to pay for issuance costs;

(ii) \$23,670,000 of which shall be transferred to the 2008 D Bond Trustee to refund in full the Bonds to be Refunded.

(b) In addition to payments under the Note, the Obligated Group Agent shall also pay to the Authority “Additional Payments,” as follows:

(i) All taxes and assessments of any type or character charged to the Authority affecting the amount available to the Authority 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); provided, however, that the Obligated Group Agent shall have the right to protest any such taxes or assessments and to require the Authority, 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;

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

(iii) The initial fee and annual fees 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 29, 1991, as amended or revised, as evidenced by the adoption and filing by the Authority with the Office of the Secretary of State of the State of West Virginia; and

(iv) All other reasonable and necessary fees and expenses of the Authority attributable to the Bond or this Agreement.

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

Anything hereinabove in this Section 6 to the contrary notwithstanding, the Additional Payments shall not be secured under this Agreement, and non-payment of any Additional Payments shall not constitute an event of default hereunder or under any other document relating to the Bond; provided that, in no event shall the foregoing or any other provision of this Agreement or the other Financing Instruments modify, limit or restrict in any manner the ability of any of the Authority to recover the Additional Payments from the Obligated Group Agent and in the event the Authority should employ attorneys or incur other expenses for the collection of the Additional Payments, the Obligated Group Agent agrees to the extent permitted by law to pay to the Authority and the Authority shall be permitted to recover from the Obligated Group Agent the fees and expenses of such attorneys and such other expenses incurred by the Authority.

Section 7. Establishment and Application of Costs of Issuance Fund.

The Escrow Agent shall establish, maintain and hold in trust a fund designated as the "Costs of Issuance Fund" for the Bond. The money in the Costs of Issuance Fund shall be used and withdrawn by the Escrow Agent to pay the Costs of Issuance upon receipt of a Requisition in the form attached as Exhibit C hereto with each such Requisition consecutively numbered stating the Person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. On February 1, 2013, or upon the earlier Requisition of the Obligated Group Agent, amounts, if any, remaining in the Costs of Issuance Fund shall be applied to the next quarterly interest payment due on the Bond, and the Costs of Issuance Fund shall thereafter be closed.

Section 8. Payments; Maturity.

(a) Amounts Payable. The Obligated Group Agent shall make all principal and interest payments to the Bondholder required under the Note as and when the same become due, in an amount sufficient to make the payments due on the Bond.

Accrued interest on the outstanding principal balance of the Bond shall be paid quarterly, commencing on the first day of September, 2012, and continuing quarterly thereafter on the first day of December, March, June and September until June 1, 2030. Payments on the outstanding principal balance of the Bond shall commence on the first day of June, 2013, and shall continue annually on the first day of June thereafter until June 1, 2030. The principal payments on the Bond shall be as more fully set forth in Exhibit D attached hereto and incorporated herein. On June 1, 2030, all accrued interest, unpaid principal and other amounts due under the Bond shall be due and payable in full; provided, however, that the obligations of the Authority and the Obligated Group Agent hereunder shall be subject to the tender provisions of Section 9(b) below.

Payments shall be made in lawful money of the United States of America at the office of the Bondholder in Parkersburg, West Virginia, or at such other place as the Bondholder may direct in writing. Interest shall be calculated on the basis of a year of 360 days and actual days elapsed.

(b) Interest on the Bond. Interest on the outstanding principal amount of the Bond shall accrue at a variable rate equal to the Adjusted LIBOR Rate.

(c) Late Charge. The Authority agrees to pay the Bondholder a late fee on any payments past due for ten (10) or more days in an amount equal to one percent (1%) of the amount of payment past due. When any payment is past due for ten (10) or more days, subsequent payments shall first be applied to past due balances.

Section 9. Option to Prepay; Optional Tender.

(a) Optional Prepayment. The Bond may be prepaid by the Authority, at the direction of the Obligated Group Agent, at any time in whole or in part, without premium or penalty. Whenever the Bond are subject to prepayment (at the direction of the Obligated Group Agent), the Obligated Group Agent shall prepay its obligations under the Note and this Agreement, in whole or in part, with 30 days' notice to the Bondholder, by paying to the Bondholder the principal amount to be prepaid, together with instructions as to the manner in which the Bond are to be prepaid, and accrued interest to the prepayment date, and by making arrangements satisfactory to the Authority for payment of its reasonable fees and expenses. Any such prepayment of the Bond shall without more be deemed prepayment of the Obligated Group Agent's obligations hereunder and under the Note in the same amount.

(b) Optional Tender. At the option of the Bondholder, the Bond may be tendered, in whole or in part, on or after June 1, 2027 upon 90 days' prior written notice to the Authority and the Obligated Group Agent. The Authority shall, on a date selected by the Authority (at the direction of the Obligated Group Agent) within 90 days of such notice pay to or for the account of the Bondholder the princ(a) Optional Prepayment. The Bond may be prepaid by the Authority, at the direction of the Obligated Group Agent, at any time in whole or in part, without premium or penalty. Whenever the Bond are subject to prepayment (at the direction of the Obligated Group Agent), the Obligated Group Agent shall prepay its obligations under the Note and this Agreement, in whole or in part, with 30 days' notice to the Bondholder, by paying to the Bondholder the principal amount to be prepaid, together with instructions as to the manner in which the Bond are to be prepaid, and accrued interest to the prepayment date, and by making arrangements satisfactory to the Authority for payment of its reasonable fees and expenses. Any such prepayment of the Bond shall without more be deemed prepayment of the Obligated Group Agent's obligations hereunder and under the Note in the same amount.

(b) Optional Tender. At the option of the Bondholder, the Bond may be tendered, in whole or in part, on or after June 1, 2027 upon 90 days' prior written notice to the Authority and the Obligated Group Agent. The Authority shall, on a date selected by the Authority (at the direction of the Obligated Group Agent) within 90 days of such notice pay to or for the account of the Bondholder the principal amount of the Bond outstanding, if any, at the date of payment hereunder plus accrued interest thereon to the date of such payment, plus all other amounts otherwise due under the Bond. Whenever the Bondholder exercises its optional tender right provided herein, the Obligated Group Agent shall pay its obligations under the Note and this Agreement, in whole by paying to the Bondholder the principal amount to be redeemed and accrued interest to the redemption date and by making arrangement satisfactory to the Authority for payment of its reasonable fees and expenses. Any such tender of the Bond shall without more be

deemed payment of the Obligated Group Agent's obligations hereunder and under the Note in the same amount.

ipal amount of the Bond outstanding, if any, at the date of payment hereunder plus accrued interest thereon to the date of such payment, plus all other amounts otherwise due under the Bond. Whenever the Bondholder exercises its optional tender right provided herein, the Obligated Group Agent shall pay its obligations under the Note and this Agreement, in whole by paying to the Bondholder the principal amount to be redeemed and accrued interest to the redemption date and by making arrangement satisfactory to the Authority for payment of its reasonable fees and expenses. Any such tender of the Bond shall without more be deemed payment of the Obligated Group Agent's obligations hereunder and under the Note in the same amount.

Section 10. Use of Proceeds and Tax Exemption.

(a) Use of Proceeds; Prohibited Uses, etc. The Obligated Group Agent shall not, and the Authority shall not knowingly, cause any proceeds of the Bond to be expended except pursuant to this Agreement. The Obligated Group Agent shall not (i) permit the proceeds of the Bond to be used in any way that would result in less than 95% of the proceeds of the Bond being considered as having been used solely in the exempt purpose trade or business (not in an "unrelated trade or business") carried on by any person who is a "501(c)(3) organization" or a "governmental unit," each within the meaning of Section 145 of the Code, (ii) approve the use of the proceeds of the Bond or any other funds other than in accordance with its "non-arbitrage" certificate with respect to such use given immediately prior to the delivery of such Bond, (iii) take or permit any action that would result in more than 5% of the proceeds of the Bond being used directly or indirectly to make or finance loans to any person who is not a "501(c)(3) organization" within the meaning of Section 145 of the Code, (iv) permit the Hospital Facilities refinanced by the Bond to be used or occupied by the United States or an agency or instrumentality thereof in any manner for compensation, including any entity with statutory authority to borrow from the United States (in any case within the meaning of Section 149(b) of the Code), including without limitation causing the Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code, (v) allow any of the Hospital Facilities refinanced by the Bond to be owned by any person who is not a "501(c)(3) organization" within the meaning of Section 145 of the Code, (vi) permit the proceeds of the Bond to be used, directly or indirectly, for the acquisition of land (or an interest therein) to be used for farming purposes, or to provide (1) any facility, the primary purpose of which is retail food and beverage services, automobile sales or service, or the provision of recreation or entertainment, (2) any airplane, skybox or other private luxury box, any health club facility, any facility primarily used for gambling, any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any hand ball or racquet ball court), hot tub facility, suntan facility or race track, or (3) residential real property for family units. The Obligated Group Agent shall not take or omit, or permit to be taken or omitted, any other action, the taking or omission of which would cause the inclusion of interest on the Bond in gross income for Federal income tax purposes.

(b) Economic Life of the Hospital Facilities. The Obligated Group Agent hereby represents that the "average reasonably expected economic life" of the components comprising the Hospital Facilities refinanced by the Bond, determined

pursuant to Section 147(b) of the Code, is not less than the amount set forth in the certificates or letters of representation of the Obligated Group Agent delivered on the Closing Date. The weighted average maturity of the Bond does not exceed 120% of the "average reasonably expected economic life" of the components comprising Hospital Facilities refinanced by the Bond, determined pursuant to Section 147(b) of the Code, as set forth in the certificates or letters of representation of the Obligated Group Agent delivered on the Closing Date. The Obligated Group Agent agrees that it will not make any changes in the Hospital Facilities financed by the Bond that would, at the time made, cause the remaining "average reasonably expected economic life" of the components of the Hospital Facilities refinanced by the Bond, determined pursuant to Section 147(b) of the Code, to be less than the "average reasonably expected economic life" of the components set forth in the certificates or letters of representation of the Obligated Group Agent delivered on the Closing Date, unless the Obligated Group Agent shall file with the Authority and the Bondholder an opinion of Bond Counsel that such change to the Hospital Facilities refinanced by the Bond will not impair exclusion of interest on the Bond from gross income taxation for Federal income tax purposes.

(c) Certificate of Information; 8038 Form. The Obligated Group Agent hereby represents that the information contained in the certificates or letters of representation of the Obligated Group Agent with respect to the compliance with the requirements of Section 149 of the Code, including the information in Form 8038 (excluding the issue number and the employer identification number of the Authority), filed by the Authority with respect to the Bond, is true and correct in all material respects.

(d) Arbitrage and Rebate. (1) The Obligated Group Agent shall not and the Authority shall not knowingly (A) take or omit to take any action, or approve the investment or use of any proceeds of the Bond or any other moneys within their respective control (including, without limitation, the proceeds of any insurance or any condemnation award with respect to the Hospital Facilities refinanced by the Bond) or the taking or omission of any other action, which would cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, or (B) approve the use of any proceeds from the sale of the Bond otherwise than in accordance with the Authority's "non-arbitrage" certificate delivered on the Closing Date and shall otherwise comply with the "non-arbitrage" certificate.

(2) (A) The Obligated Group Agent shall, at its sole expense, determine and pay on behalf of the Authority the Rebate Amount, hereinafter defined, to the United States, as and when due, in accordance with the "rebate requirement" described in Section 148(f) of the Code and Treasury Regulations thereunder, including without limitation, Treasury Regulations Section 1.148-1 through 1.150-2, and retain records of all such determinations until six years after Payment of the Bond.

(B) The Authority, at the request and direction of the Obligated Group Agent, for purposes of calculating amounts due under this section, hereby selects December 31 as the end of the bond year with respect to the Bond. The Obligated Group Agent, by certificate delivered to the Authority, may select another date to be the end of the bond year prior to the date that any amount with respect to the Bond is paid or required to be paid to the United States of America in compliance with Section 148 of the Code or Treasury Regulations issued thereunder.

(C) On or before 60 days after Payment of the Bond, the Obligated Group Agent, on behalf of the Authority, shall pay to the United States of America the amount, if any, by which 100% of the Rebate Amount set forth in the Rebate Amount Certificate with respect to the date of Payment of the Bond exceeds the aggregate of all payments theretofore made pursuant to this section. All such payments shall be made by the Obligated Group Agent, on behalf of the Authority, from any available source.

(D) Notwithstanding anything contained herein to the contrary, no such payment will be made if the Obligated Group Agent receives and delivers to the Authority and the Bondholder an opinion of Bond Counsel that such payment is not required under the Code to prevent the Bond from becoming an "arbitrage bond" within the meaning of Section 148 of the Code.

(E) The Authority shall not be liable to the Obligated Group Agent by way of contribution, indemnification, counterclaim, set-off or otherwise for any payment made or expense incurred by the Obligated Group Agent pursuant to this section.

(F) Nothing herein shall obligate the Obligated Group Agent to calculate and pay rebate if it qualifies for an exception from the requirements of such rebate. The "arbitrage certificate" or "tax compliance certificate" executed by the Authority in connection with the issuance of the Bond shall contain the agreement of the Obligated Group Agent with respect to such exceptions to rebate, if applicable.

(G) For purposes of this arbitrage rebate covenant, the term "Payment of the Bond" shall mean payment in full of the Bond.

(e) Maintenance of 501(c)(3) Status. Each Member shall file all required reports and documents with the Internal Revenue Service so as to maintain its status as an organization described in Section 501(c)(3) of the Code and shall not engage in any activities or take any action (or omit to take any action) that would result in the Obligated Group Agent ceasing to be a "501(c)(3) organization" within the meaning of Section 145 of the Code. The Obligated Group Agent shall promptly notify the Bondholder and the Authority of any loss of its status as a "501(c)(3) organization" or of any investigation, proceeding or ruling that might result in loss of such status.

Section 11. Covenants of the Obligated Group.

(a) Financial Covenants:

(i) Debt Service Coverage Ratio. The Debt Service Coverage Ratio of the Obligated Group shall be at least 1.10 to 1.00, calculated as of June 30 and December 31 of each year.

(ii) Unrestricted Cash and Investments. Unrestricted Cash and Investments of the Obligated Group shall be at least equal to 90 days operating expenses, calculated as of June 30 and December 31 of each year.

(iii) Debt to Capitalization Ratio. As of the last day of each fiscal year of the Obligated Group, the Obligated Group shall not permit the Debt to Capitalization Ratio to exceed 0.67.

(b) Compliance with Master Indenture. The Obligated Group shall perform each of the obligations, and otherwise comply with agreements of the Obligated Group under the Master Indenture, including the provisions set forth in the Article IV of the Master Trust Indenture (captioned "General Covenants"), except in any instance in which the Bondholder specifically agrees in writing to any nonperformance or noncompliance.

(c) Reporting Requirements. Without limiting any requirement under the Master Indenture made applicable to this Agreement, the Obligated Group Agent shall furnish or cause to be furnished to the Purchaser copies of the following financial statements, reports and information:

(i) Within 150 days after the end of each fiscal year of the Obligated Group, audited consolidated financial statements of 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 Purchaser;

(ii) Within 60 days after the end of each quarter of each fiscal year of the Obligated Group, a compliance certificate in form and substance satisfactory to the Bank; and

(iii) Promptly upon advance written request by the Purchaser from time to time, interim internally prepared financial statements for West Virginia United Health System, Inc., the Obligated Group and any subsidiary companies as the Purchaser may reasonably request.

Section 12. Nondiscrimination.

The Obligated Group Agent hereby covenants, agrees and assures that all hospital facilities financed or refinanced pursuant to this Agreement and through the proceeds of the Bond 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 such hospital facilities shall provide an equal opportunity for employment, without discrimination as to race, religion, sex or creed.

Section 13. Events of Default.

Each of the following events is hereby declared an Event of Default hereunder:

(a) Failure of the Obligated Group Agent to make payment on the Bond within ten (10) days from the date such payment is due and payable.

(b) A representation made by the Obligated Group Agent proves to have been incorrect or misleading in any material respect when made.

(c) Should the Obligated Group Agent or the Obligated Group breach Section 11(a), 11(b) (after giving effect to any applicable grace period) or Section 11(c)

of this Agreement and fail to cure such breach within 30 days after notice from the Purchaser of the occurrence thereof.

(d) Liquidation or dissolution of any Member, or suspension of the business of any Member, or filing by any Member, of a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under the United States Bankruptcy Code, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or any other action of any Member, indicating its consent to, approval of, or acquiescence in any petition or proceedings; the application by any Member, for, or the appointment by consent or acquiescence of, a receiver, a trustee or a custodian of any Member, or an assignment for the benefit of creditors, the inability of any Member or the admission by any Member in writing of its inability to pay its debts as they mature.

(f) Filing of an involuntary petition against any Member in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under the United States Bankruptcy Code, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing; or the involuntary appointment of a receiver, a trustee or a custodian of any Member for all or a substantial part of its property; the issuance of a warrant of attachment, execution or similar process against any substantial part of the property of any Member and the continuance of any of the events referred to in this Section 13(f) for 60 days undismissed or undischarged.

(g) If a judgment, which with other outstanding judgments against any Member exceeds an aggregate of \$10,000,000, shall be rendered against any Member and either (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment or (ii) within 30 days after entry thereof such judgment shall not have been discharged or stayed.

(h) An "Event of Default" shall occur under the Master Indenture.

(i) The Bond for any reason shall be determined to be invalid or any Financing Instrument shall for any reason cease to be in full force and effect.

(j) Determination by the Internal Revenue Service that the interest paid or payable on the Bond shall become includable, in whole or in part, in the gross income of the Bondholder or any former Bondholder for federal income tax purposes.

Section 14. Remedies of Bondholder.

Upon the occurrence and continuation of an Event of Default following any applicable grace period, the Bondholder may exercise any remedy herein or as otherwise permitted by law, subject to the terms of the Master Indenture.

Section 15. Payments After Default; No Waiver.

Upon the occurrence and continuation of an Event of Default following any applicable grace period, the Bond shall, at the option of the Bondholder, become immediately due and payable as provided therein, subject to the terms of the Master Indenture. The Obligated Group Agent may, as directed by the Bondholder, make any payments or parts of payments after the

occurrence and continuation of an Event of Default without the Bondholder thereby waiving the right to demand Payment of the Bond.

Section 16. Limitation of Authority's Liability.

No covenant, agreement or obligation contained in any Financing Instrument shall be deemed to be a covenant, agreement or obligation of any past, present or future board member, officer, attorney, employee or agent of the Authority in his or her individual capacity, and neither the members of the Authority nor any board member, officer, attorney, employee or agent thereof executing any Financing Instrument shall be liable personally on such Financing Instrument or be subject to any personal liability or accountability by reason of the issuance thereof. No board member, officer, attorney, employee or agent of the Authority shall incur any personal liability with respect to any other action taken by him or her pursuant to the Financing Instruments or the Act or any of the transactions contemplated thereby provided he or she acts in good faith.

THE OBLIGATIONS OF THE AUTHORITY UNDER THE FINANCING INSTRUMENTS TO WHICH IT IS A PARTY ARE NOT GENERAL OBLIGATIONS OF THE AUTHORITY BUT ARE LIMITED OBLIGATIONS PAYABLE SOLELY FROM THE REVENUES AND RECEIPTS DERIVED BY THE AUTHORITY FROM THE LOAN OF THE PROCEEDS OF THE BOND PURSUANT TO THIS AGREEMENT, INCLUDING PAYMENTS RECEIVED UNDER THE NOTE, WHICH REVENUES AND RECEIPTS HAVE BEEN PLEDGED AND ASSIGNED TO THE BONDHOLDER. 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 AGREEMENT, THE ISSUANCE OF THE BOND OR PERFORMING ANY ACT REQUIRED OF IT BY THIS AGREEMENT. NO PROVISION IN THIS 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. THE AUTHORITY HAS NO TAXING POWER.

Section 17. Indemnification by Obligated Group.

The Obligated Group shall indemnify and save harmless the Authority and the Bondholder and their respective board members, officers, directors, employees, attorneys and agents (the "Indemnified Parties"), from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses ("Damages"), including without limitation:

- (a) all amounts paid in settlement of any litigation commenced or threatened against any Indemnified Party if such settlement is effected with the written consent of the Obligated Group Agent,
- (b) all expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation of any nature whatsoever, commenced or threatened against the Obligated Group Agent or any Indemnified Party,
- (c) any judgments, penalties, fines, damages, assessments, indemnities or contributions, and

(d) the reasonable fees and expenses of attorneys, auditors, and consultants; provided that the Damages in each case arise out of:

(i) failure by the Obligated Group Agent or its officers, employees or agents, to comply with the terms of the Financing Instruments which results in an Event of Default, following any applicable grace period, thereunder,

(ii) any suit, action, administrative proceeding, enforcement action, or governmental or private action of any kind whatsoever commenced against the Obligated Group Agent or any Indemnified Party which might adversely affect the validity or enforceability of the Note, the Financing Instruments, or the performance by the Obligated Group Agent or any Indemnified Party of any of their respective obligations thereunder, or

(iii) to the extent the Authority or any of its board members, officers, directors, employees, attorneys or agents is the Indemnified Party, the issuance and sale of the Bond; or

(iv) to the extent the Authority is the Indemnified Party, the execution and delivery of any of the Financing Instruments or of any document required or in furtherance of the transactions contemplated by them;

provided further, however, that such indemnity shall not be available to any person claiming indemnification under (i) and (ii) above to the extent that such Damages (x) are determined by a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Party claiming indemnity or (y) result from a claim brought by the Obligated Group Agent against an Indemnified Party for breach in bad faith of such Indemnified Party's obligations hereunder or under any other Financing Instrument, if the Obligated Group Agent has obtained a final and non-appealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

If any action, suit or proceeding is brought against any Indemnified Party for any loss or damage for which the Obligated Group Agent is required to provide indemnification under this section, such Indemnified Party shall promptly notify the Obligated Group Agent and the Obligated Group Agent shall have the right, upon request and at its expense, to resist and defend such action, suit or proceeding, or cause the same to be resisted and defended, by counsel designated by the Obligated Group Agent and approved by such Indemnified Party, which approval shall not be unreasonably withheld; provided that such approval shall not be required in the case of defense by counsel designated by any insurance company undertaking such defense pursuant to any applicable policy of insurance. The obligations of the Obligated Group Agent under this section shall survive any termination of this Agreement. The Obligated Group Agent shall have full power to litigate, compromise or settle the same in its sole discretion.

Section 18. Registration of the Bond.

The Bond shall be issued in registered form without coupons, payable to the registered owner or registered assigns. The Bondholder shall keep books for the registration of transfer of the Bond. The transfer of the Bond may be registered only upon an assignment executed by the registered owner in such form as shall be satisfactory to the Obligated Group Agent and the Authority, such registration to be made on the registration books and endorsed on the Bond by the

Bondholder. The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on the Bond shall be made only to or upon the order of the registered owner thereof or his, her or its legal representative.

Section 19. Benefit of Agreement.

The Obligated Group Agent intends that the representations, warranties and covenants made by the Obligated Group Agent in this Agreement shall be for the equal benefit of the Authority and the Bondholder hereunder.

Section 20. Notices.

Except as may otherwise be provided in the applicable Financing Instrument, all demands, notices, approvals, consents, requests and other communications hereunder and under the other Financing Instruments shall be in writing and shall be deemed to have been given when delivered in person or by overnight courier or mailed by first class registered mail, postage prepaid, addressed:

(a) if to the **Obligated Group Agent**, at West Virginia United Health System, Inc., 1000 Technology Drive, Suite 2320, Fairmont, West Virginia 26554 (Attention: Chief Financial Officer);

(b) if to the **Authority**, at West Virginia Hospital Finance Authority, One Players Club Drive, Charleston, West Virginia 25311, (Attention: Chairman); or

(c) if to the **Bondholder**, at United Bank, Inc., 514 Market Street, Parkersburg, West Virginia 26101, (Attention: Commercial Loan Department).

A duplicate copy of each notice, approval, consent, request or other communication given under any Financing Instrument by any party to any other party shall also be given to all parties to this agreement. The Authority, the Obligated Group Agent and the Bondholder may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests, or other communications shall be sent or persons to whose attention the same shall be directed.

Section 21. Miscellaneous.

(a) The Obligated Group Agent agrees to pay (1) the reasonable fees and expenses of the Authority, counsel to the Authority, the Bondholder, counsel to the Bondholder and Bond Counsel and all other costs, fees and expenses incidental to the financing hereunder, the issuance of the Bond and the costs of producing the documents referred to herein, (2) all taxes of any kind whatsoever lawfully assessed, levied or imposed with respect to the transactions contemplated by this Agreement, (3) all taxes of any kind whatsoever lawfully assessed, levied or imposed with respect to the filings or recordings pursuant to the Financing Instruments and (4) all costs of collection (including reasonable counsel fees) in the event of a default in the payment of the principal of, or interest on the Bond or other charges payable under the Financing Instruments.

(b) The Bondholder shall furnish to the Authority upon request (1) a statement of the amount of principal of the Bond outstanding and unpaid as of the date of

such request and (2) such information as may be necessary to complete the annual audit of the Authority as required by the Act or any other law, now or hereafter in effect.

(c) This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and the subsequent holders of the Bond and their respective successors and assigns. The covenants and agreements contained herein shall continue even after the delivery of the Bond to the Bondholder.

(d) If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

(e) This Agreement shall be governed by the applicable laws of the State of West Virginia. The Financing Instruments express the entire understanding among the parties and none of such instruments may be modified except in writing signed by the parties. Any action brought pursuant to this Agreement shall be brought in the State or Federal courts located in Charleston, Kanawha County, West Virginia, and by signing their names hereto the parties consent to the jurisdiction and venue of such courts for such purpose.

(f) This Agreement may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

(g) This Agreement may not be modified without the consent of the Bondholder, the Authority and the Obligated Group Agent.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names, all as of the date first above written.

**WEST VIRGINIA HOSPITAL FINANCE AUTHORITY, as
Issuer**

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

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

By: _____
Name: John Yeager
Title: Authorized Officer

**UNITED BANK, INC.,
as Bondholder and Purchaser**

By: Charles J. Mildren
Name: Charles J. Mildren
Title: Regional President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names, all as of the date first above written.

WEST VIRGINIA HOSPITAL FINANCE AUTHORITY, as
Issuer

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

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

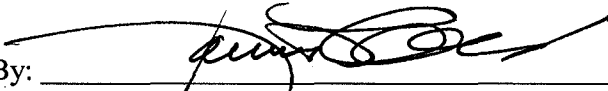
By:  _____
Name: John Yeager
Title: Authorized Officer

UNITED BANK, INC,
as Bondholder and Purchaser

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names, all as of the date first above written.

**WEST VIRGINIA HOSPITAL FINANCE AUTHORITY, as
Issuer**

By: 
Name: James R. Christie
Title: Chairman

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

By: _____
Name: John Yeager
Title: Authorized Officer

**UNITED BANK, INC.,
as Bondholder and Purchaser**

By: _____
Name: _____
Title: _____

EXHIBIT A
FORM OF BOND

CR-1

\$ _____

\$ 23,770,000
UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
WEST VIRGINIA HOSPITAL FINANCE AUTHORITY
HOSPITAL REFUNDING BOND
(WEST VIRGINIA UNITED HEALTH SYSTEM OBLIGATED GROUP)
2012 SERIES C

DATED: _____, 20__	MATURITY DATE: _____, 2027	INITIAL INTEREST RATE: Variable
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REGISTERED OWNER: UNITED BANK, INC.
PRINCIPAL AMOUNT: _____ DOLLARS (\$ _____)

The West Virginia Hospital Finance Authority, a body corporate and governmental instrumentality of the State of West Virginia (the "Authority"), for value received, hereby promises to pay, solely from the source and as hereinafter provided, to the order of United Bank, Inc. (the "Bondholder"), at its office in Parkersburg, West Virginia, or at such other place as the holder of this Bond may in writing designate, in lawful money of the United States of America, the principal amount of _____ DOLLARS (\$ _____), together with interest hereon from the date hereof until payment hereof in full on _____ 1, 2027, and, to the extent permitted by law, interest on any overdue installments of such interest, at the annual rate determined herein. All payments of principal and interest shall be made in lawful money of the United States in immediately available funds at such office of the Bondholder.

This Bond is authorized and issued pursuant to Chapter 16, Article 29A of the West Virginia Code, as amended, pursuant to a Bond Purchase and Loan Agreement dated as of August 1, 2012 (the "Bond Purchase and Loan Agreement"), among the Authority, West Virginia University Hospitals, Inc., as Obligated Group Agent on behalf of the Members of the Obligated Group (the "Obligated Group Agent"), and the Bondholder. As security for this Bond, the Obligated Group Agent has issued its 2012-3 Note in favor of the Authority in the aggregate principal amount of \$ _____, dated the date hereof (the "2012-3 Note") pursuant to the Amended and Restated Master Trust Indenture dated as of August 1, 2003, as supplemented by the Supplemental Master Trust Indenture 2012-2 dated as of August 1, 2012 (the "Supplemental Indenture"), between the Obligated Group Agent and The Huntington National Bank, as Master Trustee (as otherwise amended and supplemented through the date hereof, the "Master Indenture"). Reference is hereby made to the Bond Purchase and Loan Agreement and all amendments and supplements thereto for a description of the provisions with respect to the nature and extent of the security for this Bond, the rights, duties and obligations of the Authority and the rights of the holder of this Bond with respect thereto. All capitalized terms used herein but not defined shall have the meanings in the Bond Purchase and Loan Agreement.

The principal amount of this Bond shall be amortized over 30 years. Accrued interest on the outstanding principal balance of the Series C Bond shall be paid quarterly, commencing on the first day of _____, 2012, and continuing quarterly thereafter on the first day of September, December, March, June and September until _____ 1, 2027. Payments on the outstanding principal balance of

the Bond shall commence on the first day of _____, 2012, and shall continue annually on the first day of March thereafter until _____ 1, 2027. The principal of and interest payments on the Series C Bond shall be as more fully set forth in Exhibit A as attached hereto and incorporated herein. On _____ 1, 2027, all accrued interest, unpaid principal and other amounts due under the Bond shall be due and payable in full; provided, however, that the obligations of the Authority and the Obligated Group Agent hereunder shall be subject to the tender provisions below. Payments shall be made in lawful money of the United States of America at the office of the Bondholder in Parkersburg, West Virginia, or at such other place as the Bondholder may direct in writing. Interest shall be calculated on the basis of a year of 360 days and actual days elapsed.

Interest on this Bond shall accrue on the outstanding principal amount of this Bond at a variable rate equal to the Adjusted LIBOR Rate.

The Authority agrees to pay the Bondholder a late fee on any payments past due for ten (10) or more days in an amount equal to one percent (1%) of the amount of payment past due.

If any payment of principal of or interest on this Bond is payable on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day.

So long as any portion of the principal amount of this Bond or interest thereon remains unpaid, if (i) any law, rule, regulation or executive order is or has been enacted or promulgated by any public body or governmental agency which changes the basis of taxation of payments to any holder or former holder of principal or interest payable pursuant to this Bond, including without limitation the imposition of any excise tax or surcharge thereon, but excluding changes in the rates of tax applicable to the overall net income of any holder or former holder, or (ii) as a result of action by any public body or governmental agency, any payment is required to be made by, or any federal, state or local income tax deduction is denied to, any holder or former holder of this Bond by reason of the ownership of or receiving principal or interest from this Bond, the Obligated Group Agent agrees to reimburse on demand for, and does hereby indemnify each such holder and former holder against, any loss, cost, charge or expense with respect to any such change, payment or loss of deduction.

Optional Prepayment. This Bond may be prepaid by the Authority, at the direction of the Obligated Group Agent, at any time in whole or in part, without premium or penalty. Whenever this Bond is subject to prepayment (at the direction of the Obligated Group Agent), the Obligated Group Agent shall prepay its obligations under the Note and this Agreement, in whole or in part, with 30 days' notice to the Bondholder, by paying to the Bondholder the principal amount to be prepaid, together with instructions as to the manner in which this Bond is to be prepaid, and accrued interest to the prepayment date, and by making arrangements satisfactory to the Authority for payment of its reasonable fees and expenses. Any such prepayment of this Bond shall without more be deemed prepayment of the Obligated Group Agent's obligations hereunder and under the 2012-3 Note in the same amount.

Optional Tender. At the option of the Bondholder, this Bond may be tendered, in whole or in part, on or after _____, 20__ upon 90 days' prior written notice to the Authority and the Obligated Group Agent. The Authority shall, on a date selected by the Authority (at the direction of the Obligated Group Agent) within 90 days of such notice pay to or for the account of the Bondholder the principal amount of this Bond outstanding, if any, at the date of payment hereunder plus accrued interest thereon to the date of such payment, plus all other amounts otherwise due under this Bond. Whenever the Bondholder exercises its optional tender right provided herein, the Obligated Group Agent shall pay its obligations under the 2012-3 Note and the Bond Purchase and Loan Agreement, in whole by paying to the Bondholder the principal amount to be redeemed and accrued interest to the redemption date and by making arrangement satisfactory to the Authority for payment of its reasonable fees and expenses. Any

such tender of this Bond shall without more be deemed payment of the Obligated Group Agent's obligations hereunder and under the Note in the same amount

Upon the occurrence and continuation of an Event of Default following any applicable grace period, this Bond shall, at the option of the Bondholder, become immediately due and payable as provided in the Bond Purchase and Loan Agreement. The Obligated Group Agent may, as directed by the Bondholder, make any payments or parts of payments after the occurrence and continuation of an Event of Default without the Bondholder thereby waiving the right to demand Payment of this Bond.

THIS BOND AND THE INTEREST HEREON ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM THE REVENUES AND RECEIPTS DERIVED BY THE AUTHORITY PURSUANT TO THE BOND PURCHASE AND LOAN AGREEMENT AND FROM PAYMENTS ON THE 2012-3 NOTE, WHICH REVENUES AND RECEIPTS HAVE BEEN PLEDGED AND ASSIGNED TO THE BONDHOLDER TO SECURE PAYMENT THEREOF. THIS BOND AND THE INTEREST HEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF WEST VIRGINIA OR ANY COUNTY, MUNICIPALITY OR OTHER POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY. NEITHER THE STATE OF WEST VIRGINIA NOR ANY COUNTY, MUNICIPALITY OR OTHER POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OR INTEREST ON THIS BOND OR OTHER COSTS INCIDENT THERETO EXCEPT FROM THE REVENUES AND RECEIPTS PLEDGED AND ASSIGNED BY THE OBLIGATED GROUP AGENT THEREFOR, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF WEST VIRGINIA OR ANY COUNTY, MUNICIPALITY OR OTHER POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR INTEREST ON THIS BOND OR OTHER COSTS INCIDENT THERETO. NO COVENANT, CONDITION OR BOND PURCHASE AND LOAN AGREEMENT CONTAINED HEREIN SHALL BE DEEMED TO BE A COVENANT, AGREEMENT OR OBLIGATION OF ANY PRESENT OR FUTURE BOARD MEMBER, OFFICER, EMPLOYEE, ATTORNEY OR AGENT OF THE AUTHORITY IN HIS/HER INDIVIDUAL CAPACITY, AND NEITHER THE BOARD MEMBERS OF THE AUTHORITY NOR ANY OFFICER THEREOF EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE THEREOF.

This Bond is registered in the name of the holder hereof on the registration books kept by United Bank, Inc., as Bond Registrar, designated pursuant to the Bond Purchase and Loan Agreement, which registration has been made in said registration books and endorsed hereon by the Bond Registrar.

All acts, conditions and things required to happen, exist or to be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.

[Remainder of Page Intentionally Left Blank]

IN WITNESS OF THE ABOVE, the Authority has caused this Bond to be signed in the name of the Authority by the manual signature of its Chairman and Vice-Chairman, and its corporate seal to be impressed on this Bond and attested by the manual signature of its Secretary-Treasurer, and has caused this Bond to be dated as of the date shown above.

WEST VIRGINIA HOSPITAL FINANCE AUTHORITY

By: _____

Name: James R. Christie

Title: Chairman

By: _____

Name: Jack Hartley

Title: Vice Chairman

[SEAL]

ATTEST:

Its: Secretary-Treasurer

Date: August 1, 2012

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bond described in the United Bond Purchase and Loan Agreement.

UNITED BANK, INC., as Bond Registrar

By _____

Name:

Title:

Date of Authentication: August 1, 2012

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ the within Bond, and does hereby irrevocably constitute and appoint _____ attorney to transfer said Bond on the books kept for registration of the within Bond with full power of substitution in the premises.

Dated: _____ Signature: _____

Signature Guaranteed: _____

The signature guarantee must be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in another guarantee program acceptable to the Registrar.

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of this Bond in every particular, without alteration or any change whatsoever.

EXHIBIT B

FORM OF 2012-3 NOTE

WEST VIRGINIA UNIVERSITY HOSPITALS, INC.

THIS NOTE HAS NOT BEEN REGISTERED
UNDER THE SECURITIES ACT OF 1933

2012-3 Note

No. 2012-3

\$ _____

KNOW ALL MEN BY THESE PRESENTS that on the 1st day of August, 2012, WEST VIRGINIA UNIVERSITY HOSPITALS, INC. (the "Obligated Group Agent"), a nonprofit corporation organized and existing under the laws of the State of West Virginia, on behalf of itself and the Obligated Group as the Obligated Group Agent, for value received, hereby promises to pay to the WEST VIRGINIA HOSPITAL FINANCE AUTHORITY (the "Authority"), as issuer of the West Virginia Hospital Finance Authority's \$23,770,000 Hospital Refunding Bond (West Virginia United Health System Obligated Group) 2012 Series C (the "2012 C Bond") under the Bond Purchase and Loan Agreement (the "Bond Purchase and Loan Agreement") dated as of August 1, 2012, between the Authority, the Obligated Group Agent and United Bank, Inc., as purchaser, or registered assigns, the principal sum of _____ DOLLARS (\$ _____), to make payments in respect of the purchase price of the 2012 C Bond that are tendered for purchase in accordance with the Bond Purchase and Loan Agreement.

The principal installments of this Note correspond to the principal payments of the 2012 C Bond due and payable from time to time, together with interest thereon at the rate at which interest accrues on the 2012 C Bond. The final maturity date of this Note is _____ 1, 2027.

This Note is subject to prepayment (at the direction of the Corporation) in whole or in part at any time in the amount, if any, prepaid on the 2012 C Bond on the terms and conditions set forth in the Bond Purchase and Loan Agreement.

Principal hereof and, interest hereon (collectively "Debt Service Charges"), are payable in any coin or currency of the United States of America which on the payment date is legal tender for the payment of public and private debts.

This Note is one of a duly authorized series of Obligations issued by the Obligated Group under and pursuant to Supplemental Master Trust Indenture 2012-2, dated as of August 1, 2012 (the "Supplemental Indenture"), supplementing and amending the Amended and Restated Master Trust Indenture, dated as of August 1, 2003, by and between the Obligated Group Agent and The Huntington National Bank, as master trustee (the "Master Trustee"). The Amended and Restated Master Trust Indenture, as supplemented and amended, is hereinafter called the "Master Indenture." Capitalized terms used and not otherwise defined in this Note shall have the meaning assigned to such terms in the Bond Purchase and Loan Agreement and the Master Indenture.

A copy of the Master Indenture is on file at the Corporate Trust Office of the Master Trustee and reference is hereby made to the Master Indenture for the provisions, among others, with respect to the nature and extent of the rights and obligations of the holders of this Note and other Obligations issued under the Master Indenture, the terms and conditions on which, and the purposes for

which Obligations may be issued under the Master Indenture, and the rights, duties and obligations of the Obligated Group and the Master Trustee under the Master Indenture, to all of which the holder of this Note, by acceptance hereof, consents.

The Members of the Obligated Group are jointly and severally liable for the performance of the covenants of each Member and of the Obligated Group under the Master Indenture, including, without limitation, payment of Debt Service Charges on any Obligation issued under the Master Indenture. As of the date of this Note, West Virginia University Hospitals, Inc., City Hospital, Inc., The Charles Town General Hospital, d/b/a Jefferson Memorial Hospital, City Hospital Foundation, Inc., United Hospital Center, Inc. and Camden-Clark Memorial Hospital Corporation are the only Members of the Obligated Group. New Members may be added to the Obligated Group and existing Members may withdraw from the Obligated Group upon the conditions set forth in the Master Indenture, but without notice to, or consent of, the holders of Obligations issued under the Master Indenture.

The Master Indenture permits the issuance of additional Obligations under the Master Indenture to be secured by the covenants made therein, all of which, regardless of the times of issue or maturity, are to be of equal rank without preference, priority or distinction of any Obligation of any series over any other Obligation, except as expressly provided in the Master Indenture.

Upon the occurrence of certain "events of default" as defined in the Master Indenture, the principal of all Obligations then Outstanding may be declared, and thereupon shall become, due and payable as provided in the Master Indenture.

The holder of this Note shall have such rights to enforce the provisions of the Master Indenture, or to institute any action with respect to a default under the Master Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, as are provided in the Master Indenture.

The holder of this Note shall have such rights to enforce the provisions of the Bond Purchase and Loan Agreement, or to institute any action with respect to a default under the Loan Agreement, or to institute, appear in or defend any suit or other proceeding with respect thereto, as are provided in the Bond Purchase and Loan Agreement.

This Note is issuable only as a fully registered note, and, as provided and to the extent authorized in the Master Indenture, this Note may be exchanged for a Note of the same series in an amount equal to the aggregate principal amount Outstanding on this Note, and not otherwise.

This Note will be registered on the register to be maintained at the principal office of the Master Trustee and will be transferable only in the manner and subject to the limitations, if any, set forth in the Master Indenture. Upon every exchange or registration of transfer of Note, the Obligated Group may make a charge sufficient to reimburse it for any tax or taxes or other governmental charge required to be paid by the Master Trustee or the Obligated Group with respect to the exchange or transfer. That charge must be paid by the holder requesting transfer or exchange as a condition precedent to the exercise of that privilege. Upon transfer or exchange, the Obligated Group Agent must execute and the Master Trustee must authenticate and deliver, in exchange for this Note, a new registered Note or Note registered in the name of that holder or the transferee.

This Note is a negotiable instrument under the Uniform Commercial Code of West Virginia. The Obligated Group, the Master Trustee, any paying agent and any note registrar may deem and treat the person in whose name this Note is registered as the absolute owner for the purpose of receiving payment of the Debt Service Charges on this Note. Neither the Obligated Group, nor any

paying agent, nor the Master Trustee, nor any note registrar will be affected by any notice to the contrary. All payments made to the registered owner of this Note will be valid, and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable on this Note.

No recourse may be had for the payment of Debt Service Charges on this Note or for any claim based on this Note or upon any obligation, covenant, or agreement contained in the Master Indenture, against any past, present or future officer, director, member or trustee of the Obligated Group Agent, or any Member of the Obligated Group, or any incorporator, officer, director, member or trustee of any successor entity, either directly or through the Obligated Group Agent, any Member of the Obligated Group, or any successor entities, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all liability of any incorporator, officer, director, member or trustee is expressly waived and released as a condition of and consideration for the issuance of this Note and its acceptance by the owner of this Note.

This Note will not be entitled to any benefit under the Master Indenture, or become obligatory for any purpose, until this Note has been duly authenticated by execution by an authorized officer of the Master Trustee on the Master Trustee's Authentication Certificate.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, West Virginia University Hospitals, Inc., as Obligated Group Agent, has caused this Note to be executed in its name on behalf of itself and the other Members of the Obligated Group by the manual or facsimile signature of its Authorized Officer and its corporate seal to be hereunto affixed and the same to be attested by its Assistant Secretary all as of the day and year first written above.

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

By: _____
Name:
Title:

[Seal]

Attest:

By: _____
Name:
Title:

MASTER TRUSTEE'S AUTHENTICATION CERTIFICATE

The Note to which this certificate is attached is one of the Obligations described in the within-mentioned Master Indenture.

THE HUNTINGTON NATIONAL BANK,
as Master Trustee

By: _____
Name: _____
Title: _____

Dated: _____, 20__

EXHIBIT C

REQUISITION FORM FOR COSTS OF ISSUANCE FUND

\$23,770,000

**West Virginia Hospital Finance Authority
Hospital Refunding Bond
(West Virginia United Health System Obligated Group),
2012 Series C**

United Bank, Inc.
Parkersburg, West Virginia

REQUISITION NO.: 1

COSTS OF ISSUANCE FUND REQUISITION

You are hereby directed by the undersigned Authorized Representative of West Virginia University Hospitals, Inc., as Obligated Group Agent (the "Obligated Group Agent"), in accordance with Section 7 of the Bond Purchase and Loan Agreement dated as of August 1, 2012, as supplemented, modified or amended from time to time (the "Bond Purchase and Loan Agreement"), between the West Virginia Hospital Finance Authority and United Bank, Inc. (the "Trustee"), to pay the following persons the following amounts from proceeds of the above-captioned Bond (the "Bond") deposited in the Costs of Issuance Fund pursuant to Section 7 of the Bond Purchase and Loan Agreement:

PAYEE	INVOICE AMOUNT	PURPOSE
See attached Closing Memorandum for approved wires from Costs of Issuance Fund		To pay costs of issuance

TOTAL: \$

The undersigned Authorized Representative hereby certifies as follows:

1. The obligations in the stated amounts have been incurred and are presently due and payable and each item thereof is a proper charge and has not been previously paid from the Costs of Issuance Fund.
2. There has not been filed with or served upon the Obligated Group Agent any notice of claim of lien, or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the persons named in this Requisition, that has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

3. No event has occurred and is continuing which constitutes an Event of Default under the Bond Purchase and Loan Agreement or Master Indenture.

Attached hereto are invoices or other appropriate evidence of each payment request described in this Requisition.

Capitalized terms used are not otherwise defined herein shall have the meanings assigned to such terms in the Bond Purchase and Loan Agreement.

Dated: _____

West Virginia University Hospitals, Inc.,
as Obligated Group Agent

By: _____

Name: John Yeager

Title: Authorized Officer

EXHIBIT D

AMORTIZATION TABLES

See Attached