

CONTINUING COVENANT AGREEMENT

among

**LEGACY HEALTH,
an Oregon nonprofit corporation, as Borrower**

and

**LEGACY EMANUAL HOSPITAL & HEALTH CENTER,
an Oregon nonprofit corporation, as Obligated Group Member**

and

**LEGACY GOOD SAMARITAN HOSPITAL AND MEDICAL CENTER,
an Oregon nonprofit corporation, as Obligated Group Member**

and

**LEGACY MERIDIAN PARK HOSPITAL,
an Oregon nonprofit corporation, as Obligated Group Member**

and

**LEGACY MOUNT HOOD MEDICAL CENTER,
an Oregon nonprofit corporation, as Obligated Group Member**

and

**LEGACY VISITING NURSE ASSOCIATION,
an Oregon nonprofit corporation, as Obligated Group Member**

and

**LEGACY SALMON CREEK HOSPITAL,
a Washington nonprofit corporation, as Obligated Group Member**

and

WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC

Relating to

**State of Oregon
Oregon Facilities Authority
\$71,720,000
Refunding Revenue Bonds
(Legacy Health), Series 2014A**

Dated as of June 1, 2014

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CONTINUING COVENANT AGREEMENT

THIS CONTINUING COVENANT AGREEMENT is dated as of June 1, 2014, by and among **LEGACY HEALTH**, an Oregon nonprofit corporation, in its own capacity and as Obligated Group Member (the “*Borrower*”), **LEGACY EMANUAL HOSPITAL & HEALTH CENTER**, an Oregon nonprofit corporation (“*Emanuel*”), **LEGACY GOOD SAMARITAN HOSPITAL AND MEDICAL CENTER**, an Oregon nonprofit corporation (“*Good Samaritan*”), **LEGACY MERIDIAN PARK HOSPITAL**, an Oregon nonprofit corporation (“*Meridian Park*”), **LEGACY MOUNT HOOD MEDICAL CENTER**, an Oregon nonprofit corporation (“*Mount Hood*”), **LEGACY VISITING NURSE ASSOCIATION**, an Oregon nonprofit corporation (“*VNA*”), and **LEGACY SALMON CREEK HOSPITAL**, a Washington nonprofit corporation (“*Salmon Creek*” and together with Emanuel, Good Samaritan, Meridian Park, Mount Hood, VNA and the Borrower, the “*Obligated Group Members*” and each an “*Obligated Group Member*” together any other Members of the Obligated Group as defined in the hereinafter defined Master Indenture), and **WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC**, a Delaware limited liability company (the “*Purchaser*”). All capitalized terms used herein and not otherwise defined shall have the meanings assigned in Section 1.01 or as otherwise provided in Section 1.02.

WITNESSETH:

WHEREAS, the STATE TREASURER OF THE STATE OF OREGON, acting on behalf of THE STATE OF OREGON and on behalf of the OREGON FACILITIES AUTHORITY, a body politic and corporate, duly created and existing under the laws of the State of Oregon (the State Treasurer acting in such capacities being herein called the “*Issuer*”), is issuing a series of bonds designated as “State of Oregon – Oregon Facilities Authority, Refunding Revenue Bonds (Legacy Health), Series 2014A,” in the aggregate principal amount of \$71,720,000 (the “*Bonds*”), pursuant to an Indenture of Trust dated as of June 1, 2014, between the Issuer and Wells Fargo Bank, National Association, as bond trustee (together with its successors, the “*Bond Trustee*”) (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof, the “*Bond Indenture*”);

WHEREAS, the Issuer shall loan the proceeds of the Bonds to the Borrower pursuant to a Loan Agreement dated as of June 1, 2014, between the Issuer and the Borrower (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof and hereof, the “*Loan Agreement*”) for purposes of paying costs to refund and retire, as applicable, the Refunded Indebtedness and to pay costs of issuance of the Bonds;

WHEREAS, the Borrower and the other Obligated Group Members have heretofore entered into the Master Indenture; and

WHEREAS, the Purchaser has agreed to purchase the Bonds in accordance with the terms hereof, and as a condition to the purchase of Bonds, the Purchaser has required the Borrower to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, including the covenants, terms and conditions hereinafter contained, the receipt and sufficiency of which are hereby acknowledged and to induce the Purchaser to purchase the Bonds, the Purchaser, the Borrower and the other Obligated Group Members agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to terms defined at other places in this Agreement, the following defined terms are used throughout this Agreement with the following meanings:

“Accountant” shall have the meaning assigned to such term in the Master Indenture; provided however, that such Accountant shall be reasonably satisfactory to the Purchaser.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling or controlled by or under common control with such Person. Without limiting the foregoing, the definition of *“Affiliate”* shall include, with respect to the Purchaser, any subsidiary of Purchaser, Wells Fargo Securities (a trade name) and Wells Fargo Bank, National Association, and with respect to the Borrower, all other Obligated Group Members and all other Affiliated Corporations (as defined in the Master Indenture) of the Borrower.

“Agreement” means this Continuing Covenant Agreement, as it may be amended, supplemented or restated from time to time.

“Amortization Amount” shall have the meaning assigned to such term in Section 3.01(c)(i).

“Amortization End Date” means [REDACTED].

“Amortization Interest Payment Date” means the first Business Day of each month.

“Amortization Period” shall have the meaning assigned to such term in Section 3.01(c)(i).

“Annual Debt Service” shall have the meaning assigned to such term in the Master Indenture.

“Applicable Law” means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Governmental Approvals and (iii) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

“Bank Rate” means [REDACTED]:

“Bank Transferee” shall have the meaning assigned to such term in Section 10.09(c).

“Bankruptcy Code” means Title 11 of the United States Code, as amended from time to time, or any successor statute thereto.

“Base Rate” means [REDACTED].

“Bond Documents” means, collectively, the Bond Indenture, the Bonds, the Notes, the Loan Agreement, the Tax Certificate, the Bond Purchase Agreement, the Master Indenture, including any and all supplements to the Master Indenture including without limitation the Supplemental Master Indentures, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing

“Bond Indenture” has the meaning assigned to such term in the opening recitals of this Agreement.

“Bond Interest is Taxable” means that interest paid or to be paid on a Bond is or will be includable for federal income tax purposes in the gross income of the Purchaser or any other Owner thereof, but excluding the inclusion of interest on such Bond as an item of tax preference for purposes of the calculation of an alternative minimum tax imposed on the Purchaser or such other Owner, and excluding the inclusion of interest on such Bond as a result of any Change in Law.

“Bond Proceeds” means the principal of the Bonds and any investment earnings thereon.

“Bond Purchase Agreement” means [REDACTED].

“Bond Trustee” has the meaning assigned to such term in the opening recitals of this Agreement.

“Bonds” means the State of Oregon – Oregon Facilities Authority, Refunding Revenue Bonds (Legacy Health), Series 2014A, in the aggregate principal amount of \$71,720,000.

“Borrower” means Legacy Health, an Oregon nonprofit corporation, and its successors and assigns permitted hereunder.

“Business Day” shall have the meaning assigned to such term in the Bond Indenture.

“Calculation Agent” shall have the meaning assigned to such term in the Bond Indenture.

“Capitalization Ratio” means, as of the date measured, the ratio that (a) the sum of all Outstanding Long-Term Indebtedness (as defined in the Master Indenture) of the Obligated Group, plus all Outstanding Short-Term Indebtedness (as defined in the Master Indenture) of the Obligated Group, divided by (b) the sum of all Outstanding Long-Term Indebtedness of the Obligated Group, plus all Outstanding Short-Term Indebtedness of the Obligated Group, plus Unrestricted Net Assets of the Obligated Group, bears to one.

“*Change in Law*” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd Frank Wall Street Reform and Consumer Protection Act and all requests, rules, rulings, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“*Closing Date*” means June 30, 2014, subject to the satisfaction of the conditions precedent set forth in Article IV.

“*Code*” means the Internal Revenue Code of 1986, as amended from time to time, and all rules and regulations (including temporary and proposed regulations) from time to time promulgated thereunder, or any successor statute thereto.

“*Compliance Certificate*” means a certificate substantially in the form of Exhibit A attached hereto.

“*Contract*” means any indenture, agreement (other than this Agreement), other contractual restriction, lease, instrument, certificate of incorporation, charter or by law.

“*control*”, “*controlled by*” or “*under common control with*” means, when used with respect to any specified Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting rights, the power to appoint officers, members, trustees or directors, by contract, statute or otherwise.

“*Conversion Date*” shall have the meaning assigned to such term in the Bond Indenture.

“*CUSIP Number*” means 68608J SC6.

“*Days Cash on Hand*” means as of the date of calculation, the total cash, cash equivalents and marketable securities (not restricted as to use and not subject to any Lien other than the Lien of the Master Indenture and the rights of set off, if any, of any securities depository or depository bank at which such cash, cash equivalents or marketable securities are held) divided by daily operating expenses. Daily operating expense is defined as the total operating expense of the Obligated Group (excluding depreciation and amortization, non-cash expenses relating to uncollectible accounts and expenses paid or payable from restricted funds) incurred during the 12-month period ending on such date of calculation divided by 365.

“*Debt Service Requirements*” means, with respect to the period of time for which calculated, the aggregate of (a) the payments made in respect of principal (whether at maturity, or as a result of mandatory prepayment or otherwise) and interest on all Outstanding

Indebtedness of the Person or group of Persons involved, and (b) mandatory deposits to an irrevocable escrow or sinking fund required in connection with any outstanding Indebtedness; *provided*, that (1) so long as the hedge provider is not in default of any of its obligations under a Hedge Agreement relating to such Person(s), the interest on such Hedged Agreement shall be aggregated by (A) adding the amount of interest payable by such Person(s) in respect of such Hedged Agreement pursuant to its terms, and the amount of regularly scheduled payments payable by such Person(s), and (B) subtracting the amount of payments payable to such Person(s) by the hedge provider under the related Hedge Agreement; and (2) if the hedge provider is in default of any of its obligations under a Hedge Agreement of any such Person(s), the interest payable on the related Hedged Agreement shall be calculated as if such Hedge Agreement had not been executed

“*Default*” means the occurrence of any event or the existence of any condition which constitutes an Event of Default or the occurrence of any event or the existence of any condition which with the giving of notice, the passage of time, or both, would constitute an Event of Default.

“*Default Rate*” means [REDACTED].

“*Determination of Taxability*” means (a) any determination, decision, decree or advisement by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction to the effect that Bond Interest is Taxable, or (b) the delivery to the Purchaser, any Owner or the Bond Trustee of a written opinion of nationally recognized bond counsel to the effect that Bond Interest is Taxable. A Determination of Taxability also shall be deemed to have occurred on the first to occur of the following:

(i) the date when the Borrower files any statement, supplemental statement, or other tax schedule, return or document, which discloses that Bond Interest is Taxable; or

(ii) if upon sale, lease or other deliberate action within the meaning of Treas. Reg. § 1.141-2(d), to the effect that such action will not cause interest on the Bonds to become includable in the gross income of the recipient.

“*Direct Purchase Period*” has the meaning assigned to such term in the Bond Indenture.

“*Direct Purchase Period Purchase Date*” means June 30, 2021.

“*Downgrade Pricing*” means [REDACTED].

“*EMMA*” means the Municipal Securities Rulemaking Board’s Electronic Municipal Access System or any service or services established by the Municipal Securities Rulemaking Board (or any of its successors) as a successor to the Electronic Municipal Access System.

“*Environmental Law(s)*” means any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, codes, plans, judgments, orders, decrees, permits, concessions, grants, restrictions, franchises, licenses, policies, binding and enforceable guidelines, agreements

or other governmental restrictions (or judicial or administrative interpretations thereof) relating to air, water or land pollution, wetlands or the protection of the environment, public health and safety or to emissions, discharges or releases of Hazardous Materials into the environment, including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials or the clean up or other remediation thereof.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and all rules and regulations from time to time promulgated thereunder, or any successor statute thereto.

“*ERISA Group*” means the Borrower and all other Obligated Group Members (whether or not incorporated) under common control which, together with the Borrower, are treated as a single employer and any affiliated service group under Section 414 of the Code.

“*Event of Default*,” in relation to this Agreement, shall have the meaning assigned to such term in Section 8.01, and in relation to any Related Document, shall have the meaning set forth therein.

“*Event of Insolvency*” means, with respect to any Person, the occurrence of one or more of the following events:

- (a) the issuance, under the laws of any state or under the laws of the United States of America, of an order of rehabilitation, liquidation or dissolution of such Person;
- (b) the commencement by or against such Person of a case or other proceeding seeking liquidation, reorganization or other relief with respect to such Person or its debts under any bankruptcy, insolvency or other similar state or federal law now or hereafter in effect, including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for such Person or any substantial part of its Property or there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;
- (c) the making of an assignment for the benefit of creditors by such Person;
- (d) the inability or failure of such Person to generally pay its debts as they become due;
- (e) the declaration of a moratorium with respect to the payment of the debts of such Person;
- (f) such Person shall admit in writing its inability to pay its debts when due;

(g) such Person is “insolvent” as defined in Section 101(32) of the Bankruptcy Code; or

(h) the initiation of any action in furtherance of or to authorize any of the foregoing by or on behalf of such Person.

“*Excess Interest Amount*” has the meaning set forth in Section 3.11(b).

“*Excluded Taxes*” means, with respect to the Purchaser or any Owner, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which the Purchaser or such Owner is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Borrower is located.

“*Exposure*” means, for any date of determination, with respect to a Person and any Hedge Agreement, the amount of any Settlement Amount that would be payable by such Person if such Hedge Agreement were terminated as of such date. Exposure shall be determined in accordance with the methodology for calculating amounts due upon early termination as set forth in the related Hedge Agreement and the notional principal amount, term and other relevant provisions thereof.

“*Fed Funds Rate*” means [REDACTED].

“*Fiscal Year*” means the period of twelve (12) consecutive calendar months for which financial statements of the respective entity have been examined by its Accountants; currently for the Borrower and certain of its Affiliates, including the Obligated Group, a year ending on March 31st.

“*GAAP*” means generally accepted accounting principles in the United States of America set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States of America, that are applicable to the circumstances as of the date of determination, consistently applied.

“*Governing Body*” means, with respect to the Borrower, its Board of Directors, and with respect to the other Obligated Group Members, their respective Board of Directors.

“*Governmental Approvals*” means an authorization, consent, approval, permit, license, certificate of occupancy or an exemption of, a registration or filing with, or a report to, any Governmental Authority.

“*Governmental Authority*” means the government of the United States of America or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity

exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other Person with authority to bind a party at law.

“*Gross Revenues*” shall have the meaning assigned to such term in the Master Indenture.

“*Guaranty*” shall have the meaning assigned to such term in the Master Indenture; provided, that the term “*Guaranty*” shall not include endorsements for collection or deposit in the ordinary course of business.

“*Hazardous Materials*” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, materials, contaminants, chemicals, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“*Hedge Agreement*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement.

“*Historical Debt Service Coverage Ratio*” means, with respect to the period of time for which calculated, the ratio consisting of a numerator equal to the amount determined by dividing Income Available for Debt Service for that period by the Debt Service Requirements for such period and a denominator of one; *provided, however*, that in calculating the Debt Service Requirements for such period, the following shall be excluded: (a) principal and interest on Indebtedness or mandatory deposits to an irrevocable escrow or sinking fund, in either case, to the extent paid from amounts on deposit in an irrevocable escrow or Governing Body designated reserves established to make such payments, (b) principal and interest on Short-Term Indebtedness, (c) principal or interest on Indebtedness of an Obligated Group Member to any other Obligated Group Member, or any guarantee by any Obligated Group Member of Indebtedness of any other Obligated Group Member, and (d) the principal amount of any Indebtedness or any mandatory deposits to an irrevocable escrow or sinking fund, in either case, to the extent paid during such period to the extent such payment is made from a source other than revenues.

“*Indebtedness*” shall have the meaning assigned to such term in the Master Indenture.

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Initial Purchase Price” shall have the meaning assigned to such term in Section 2.01(a).

“Interest Payment Date” shall mean the first day of each February and August, beginning August 1, 2014.

“Interest Rate” means for purposes of this Agreement, the interest rate per annum borne by the Bonds from time to time, such rate initially being 2.425% per annum as of the Closing Date.

“Investment Policy” means the investment policy of the Borrower delivered to the Purchaser pursuant to Section 4.01(a).

“Investor Letter” shall have the meaning assigned to such term in Section 10.09(d).

“Issuer” means the State Treasurer of the State of Oregon, acting on behalf of the State of Oregon and the Oregon Facilities Authority, and its successors and assigns permitted hereunder.

“Law” means any treaty or any federal, regional, state and local law, statute, rule, ordinance, regulation, code, license, authorization, decision, injunction, interpretation, order or decree of any court or other Governmental Authority.

“Lien” shall have the meaning assigned to such term in the Master Indenture.

“Loan Agreement” means the Loan Agreement dated as of June 1, 2014, between the Issuer and the Borrower.

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

“Make-Whole Fees” shall have the meaning [REDACTED].

“Mandatory Purchase Date” has the meaning assigned to such term in the Bond Indenture.

“Margin Stock” shall have the meaning assigned to such term in Regulation U promulgated by the Board of Directors of the Federal Reserve System, as now and hereafter from time to time in effect.

“Master Indenture” means that Amended and Restated Master Trust Indenture, dated as of May 1, 2009, among the Borrower, the other Obligated Group Members and The Bank of New York Mellon Trust Company, N.A., as Master Trustee, as amended and supplemented prior to the date hereof, and as further supplemented by the Supplemental Master Indentures, as the same may be further amended, supplemented, modified or restated from time to time in accordance with the terms of the Master Indenture and the terms hereof.

“*Master Indenture Obligation*” shall have the meaning assigned to such term in the Master Indenture and shall, in each instance, include the Notes.

“*Master Trustee*” means The Bank of New York Mellon Trust Company, N.A., in its capacity as master trustee, and any permitted successors as master trustee, under the Master Indenture.

“*Material Adverse Change*” means the occurrence of any event or change which in the sole reasonable discretion of the Purchaser results in a material and adverse change in the business, assets, liabilities, condition (financial or otherwise), operations or prospects of the Obligated Group as a whole since the last day of the period reported in the audited annual financial statements of the Obligated Group dated March 31, 2013, or which in the sole reasonable discretion of the Purchaser materially and adversely effects (a) the enforceability of this Agreement or any Related Documents, (b) the ability of the Borrower or any other Obligated Group Member to perform its or their respective obligations hereunder or thereunder or (c) the rights of or benefits or remedies available to the Purchaser under this Agreement or the Related Documents.

“*Material Adverse Effect*” means (a) with respect to the Borrower or any other Obligated Group Member, a material and adverse effect in the sole reasonable discretion of the Purchaser in the business, assets, liabilities, condition (financial or otherwise), operations or prospects of the Obligated Group, taken as a whole, or (b) with respect to this Agreement or any Related Document, a material adverse effect in the sole reasonable discretion of the Purchaser upon (i) the enforceability of this Agreement or any Related Document, (ii) the ability of the Borrower or any other Obligated Group Member to perform its or their respective obligations under this Agreement or any Related Document or (iii) the rights of or benefits or remedies available to the Purchaser under this Agreement or any Related Document.

“*Material Debt*” means (a) any Indebtedness owed to the Purchaser or any Affiliate of the Purchaser; (b) the Bonds; (c) any Indebtedness payable from or secured by the Gross Revenues which as to priority of payment is on a parity with or senior to the Bonds; and (d) any other Indebtedness which has a principal amount outstanding of not less than \$10,000,000.

“*Material Litigation*” shall have the meaning assigned to such term in Section 5.08.

“*Maximum Lawful Rate*” means the maximum, non-usurious, lawful rate of interest that may be contracted for, charged or received in connection with the relevant obligation under Applicable Law without regard to any filing made by a lender with respect to notice of rates in excess of any statutory or regulatory threshold interest rate.

“*Medicaid*” means, collectively, the health care assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§ 1396 *et seq.*) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders, guidelines or requirements pertaining to such program including (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting such program; (b) all state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations

promulgated in connection with such program; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all government authorities promulgated in connection with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

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

“*Moody’s*” means Moody’s Investors Service, Inc., or any successor thereto.

“*MTI Collateral*” means, as of any date of determination, any collateral upon which a valid Lien then exists in favor of the Master Trustee for the benefit of the holders of any outstanding Master Indenture Obligations under the Master Indenture (including, without limitation, the Notes) and under the MTI Collateral Documents.

“*MTI Collateral Documents*” means the Master Indenture and all other mortgages, deeds of trust, security agreements, assignments, control agreements, financing statements and other documents as shall from time to time secure the obligations of the other Obligated Group Members owing under the Master Indenture.

“*Multiemployer Plan*” means at any time an employee pension benefit plan within the meaning of Section 4001(a)(3) of ERISA to which any member of the ERISA Group is then making or accruing an obligation to make contributions or has made contributions, including for these purposes any Person which ceased to be a member of the ERISA Group during such five (5) year period.

“*Non-Bank Transferee*” shall have the meaning assigned to such term in Section 10.09(d).

“*Notes*” shall mean, collectively, the Master Indenture Obligations issued pursuant to the Supplemental Master Indentures. Each of the foregoing is a “Note.”

“*Obligated Group*” shall have the meaning assigned to such term in the Master Indenture.

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

“Obligor Rating” means the debt rating assigned by any Rating Agency to any Parity Indebtedness.

“Off-Balance Sheet Liabilities” means any liability or obligation, absolute, contingent or otherwise, incurred under an “off-balance sheet arrangement” as defined in the Final Rule: Disclosure in Management's Discussion and Analysis about Off-Balance Sheet Arrangements and Aggregate Contractual Obligations, Securities And Exchange Commission 17 CFR Parts 228, 229 and 249, as such rule may be amended or supplemented from time to time.

“Other Taxes” shall have the meaning assigned to such term in Section 3.07(a).

“Outstanding” shall have the meaning assigned to such term in the Bond Indenture.

“Owner” means the registered owner of a Bond.

“Participant(s)” means any bank(s) or other financial institution(s) which may purchase a participation interest from the Purchaser in this Agreement and certain of the Related Documents pursuant to a participation agreement between the Purchaser and the Participant(s).

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

“Paying Agent” shall have the meaning assigned to such term in the Bond Indenture.

“PBGC” means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

“Permitted Liens” shall have the meaning assigned to such term in the Master Indenture.

“Person” means an individual, a corporation, a partnership, an association, a joint venture, a trust, a business trust, a limited liability company or any other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.

“Plan” means at any time an employee benefit plan within the meaning of Section 3(3) of ERISA. A “Plan” shall include, but shall not be limited to, an employee pension benefit plan (including a Multiemployer Plan) which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code and either (a) is maintained, or contributed to, by any member of the ERISA Group for employees of any member of the ERISA Group or (b) has at any time been maintained, or contributed to, by any Person which was at such time a member of the ERISA Group for employees of any Person which was at such time a member of the ERISA Group.

“Prime Rate” means [REDACTED].

“*Property*” means, when used in connection with any Person, any and all rights, title and interests of such Person in and to any and all property (including cash) whether real, personal or mixed, or tangible or intangible, and wherever situated.

“*Purchase Price*” means, as of any date of determination, one hundred percent (100%) of the principal amount of all Bonds which are Outstanding, plus accrued and unpaid interest thereon to the date of purchase.

“*Purchaser*” means, initially, Wells Fargo Municipal Capital Strategies, LLC, a limited liability company organized and existing under the laws of Delaware, and its successors and assigns, and upon the receipt from time to time by the Bond Trustee and the Borrower of a notice described in Section 10.09(b) means the Person designated in such notice as the Purchaser, as more fully provided in Section 10.09(b).

“*Qualified Institutional Buyer*” shall have the meaning assigned to such term in Rule 144A promulgated under the Securities Act.

“*Rating Agency*” shall means Moody’s, S&P or any additional rating agency that rates the Parity Indebtedness at the written request of the Borrower with the written consent of the Purchaser

“*Rating Documentation*” shall have the meaning assigned to such term in Section 4.01(d)(iv).

“*Refunded Indebtedness*” means the (i) the term bond maturing in the year 2029 of the Hospital Facility Authority of Clackamas County, Oregon, Revenue Bonds (Legacy Health System), Series 2009A, (ii) the Hospital Authority of Clackamas County, Oregon, Revenue Bonds (Legacy Health System), Series 2009C (the “*Series 2009C Bonds*”), and (iii) an outstanding taxable loan made by Citibank N.A. to the Borrower in 2012.

“*Related Documents*” means, collectively, the Bond Documents, the MTI Collateral Documents, and any exhibits, schedules or instruments relating thereto.

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

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, or any successor thereto.

“*Securities Act*” means the Securities Act of 1933, as amended from time to time, or any successor statute thereto.

“*Settlement Amount*” means, with respect to a Person and any Hedge Agreement, any amount payable by such Person under the terms of such Hedge Agreement in respect of, or

intended to compensate the other party for, the value of such Hedge Agreement upon an early termination thereof.

“*State*” means the State of Oregon.

“*Supplemental Master Indentures*” means, collectively, the Supplemental Master Indenture for Obligation No. 19 and the Supplemental Master Indenture for Obligation No. 20, each between the Obligated Group and the Master Trustee and to be dated as of June 1, 2014.

“*Tax Certificate*” means the tax certificate and agreement, dated the Closing Date, executed by the Borrower and the Issuer.

“*Taxable Date*” has the meaning assigned to such term in the Bond Indenture.

“*Taxable Period*” shall have the meaning assigned to such term in Section 3.03(a).

“*Taxable Rate*” means [REDACTED].

“*Taxes*” means, with respect to any Person, all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority on such Person, including any interest, fines, additions to tax or penalties applicable thereto.

“*Transferee*” means each Bank Transferee or Non-Bank Transferee pursuant to Section 10.09 for so long as such Bank Transferee or Non-Bank Transferee is an Owner.

“*Trust Estate*” has the meaning set forth in the Bond Indenture.

“*Unpaid Bonds*” means Bonds with respect to which the Purchaser has not received payment of the Purchase Price on the Mandatory Purchase Date.

“*Unrestricted Net Assets*” means the unrestricted net assets, capital and surplus or other equivalent accounting classifications representing the net worth of a Person.

“*Withdrawal Liability*” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“*Written*” or “*in writing*” means any form of written communication or a communication by means of a facsimile device.

Section 1.02. Incorporation of Certain Definitions by Reference. Each capitalized term used herein and not otherwise defined herein shall have the meaning provided therefor in the Master Indenture, the Bond Indenture or the Loan Agreement, as applicable, unless the context otherwise requires.

Section 1.03. Accounting Matters. Unless otherwise specified herein, all accounting terms used herein without definition shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP. In the event of changes to GAAP which become effective after the Closing Date, the Borrower and the Purchaser agree to negotiate in good faith appropriate revisions of this Agreement so as to perpetuate the meaning and effect of such provisions as originally negotiated and agreed upon.

Section 1.04. Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, unless otherwise specified herein, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding” and the word “through” means “to and including.”

Section 1.05. New York City Time Presumption. All references herein to times of the day shall be presumed to refer to New York City time unless otherwise specified.

Section 1.06. Relation to Other Documents; Incorporation by Reference.

(a) Nothing in this Agreement shall be deemed to amend, or relieve the Borrower of any of its obligations under, any Related Document to which it is a party. Conversely, to the extent that the provisions of any Related Document allow the Borrower to take or not take certain actions, the Borrower nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) below, all references to this Agreement or any other documents, including, without limitation, the Related Documents, shall be deemed to include all amendments, restatements, modifications and supplements thereto to the extent such amendment, restatement, modification or supplement is made in accordance with the provisions of such document and this Agreement.

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

Section 1.07. Construction. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the

part include the whole. The word “including” shall be deemed to mean “including but not limited to,” and “or” has the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The Section headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Article, section, subsection, exhibit, schedule and annex references are to this Agreement unless otherwise specified. Any exhibit, schedule or annex attached hereto is incorporated by reference herein and is a constituent part of this Agreement. The recitals hereto are true and correct and are incorporated into this Agreement.

ARTICLE II

PURCHASE OF BONDS

Section 2.01. Purchase of Bonds.

(a) **Initial Purchase Price.** Upon the terms and conditions and based on the representations, warranties and covenants of the Borrower set forth herein and in the Related Documents, including without limitation, the Bond Purchase Agreement, the Purchaser has agreed to purchase from the Issuer and the Borrower hereby agrees to cause the Issuer to sell to the Purchaser, all, but not less than all, of the Bonds at the purchase price of \$71,720,000 representing the aggregate principal amount of the Bonds (the “*Initial Purchase Price*”).

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

ARTICLE III

THE BORROWER’S OBLIGATIONS

Section 3.01. Repayment Obligations. The Borrower hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment of all amounts due and owing to the Purchaser under this Agreement, the Bonds and the other Related Documents and to pay all amounts due and owing to the Purchaser whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in this Agreement, the Bonds or such other Related Documents. Without limiting the generality of the foregoing, the parties hereto acknowledge and agree that the payment obligations of the Borrower described in this Section are obligations

in the nature of a loan and separate and independent of the obligations of the Borrower and the Obligated Group Members, as applicable, under the Related Documents. The Borrower unconditionally, irrevocably and absolutely agrees to pay to the Purchaser the following:

(a) Interest on an amount equal to the Outstanding principal amount of the Bonds on each Interest Payment Date at the Interest Rate applicable to the Bonds, as further set forth herein and in the Bond Indenture;

(b) An amount equal to the Purchase Price of the Bonds on any Mandatory Purchase Date (including, but not limited to, the Direct Purchase Period Purchase Date). The Outstanding principal amount of the Bonds, together with all accrued but unpaid interest thereon, shall be subject to mandatory purchase on any Mandatory Purchase Date in accordance with the terms of the Bond Indenture. In the event the Purchaser does not receive the Purchase Price on the Mandatory Purchase Date, the Borrower shall cause Unpaid Bonds, together with all accrued but unpaid interest thereon, to be redeemed on such Mandatory Purchase Date;

(c) (i) Notwithstanding subsection (b) above, in the event the Purchaser does not receive the Purchase Price on the Direct Purchase Period Purchase Date, and provided that (A) no Default or Event of Default shall have occurred and be continuing and (B) the representations and warranties set forth in Article V shall be true and correct on the Direct Purchase Period Purchase Date (provided that the representations and warranties set forth in Section 5.10 shall be deemed to apply to the audited financial statements for the Fiscal Year then most recently ended), then the Borrower shall instead pay to the Purchaser an amount equal to the principal amount of the Unpaid Bonds (the “*Amortization Amount*”), in an amount equal to the remaining balance of the Amortization Amount on the Amortization End Date (the period commencing on the Direct Purchase Period Purchase Date and ending on the Amortization End Date is herein referred to as the “*Amortization Period*”). The Borrower may prepay, or cause to be prepaid, some or all of the Amortization Amount on any Amortization Interest Payment Date upon ten (10) Business Days’ notice to the Purchaser, such prepayment to be accompanied by interest accrued thereon at the Bank Rate to the date of prepayment. The Borrower shall cause Unpaid Bonds to be redeemed on the dates and in principal amounts equal to the amount required to be paid pursuant to this subsection;

(ii) During the Amortization Period, interest on the Amortization Amount shall accrue at the Bank Rate and shall be payable in arrears on each Amortization Interest Payment Date; and

(d) To the extent that the Purchaser receives payment through ownership of the Bonds, the Borrower’s obligation to make payments pursuant this Section, to the extent of the payment so received by the Purchaser, shall be deemed satisfied.

Section 3.02. Default Interest. The Borrower agrees to pay, or cause to be paid, to the Purchaser, upon demand, interest on any and all amounts due and owing by the Borrower under this Agreement, the Bonds or the other Related Documents from and after the earlier of (a) the

date amounts owed hereunder are due and not paid and (b) the occurrence and continuance of an Event of Default, but only for so long as such amounts due remain unpaid or such Event of Default continues, at the Default Rate. The obligations of the Borrower under this Section shall survive the termination of this Agreement and the payment in full of the Bonds.

Section 3.03. Determination of Taxability.

(a) In the event a Taxable Date occurs, in addition to (but not in duplication of) the amounts required to be paid pursuant to the Related Documents, the Borrower hereby agrees to pay to the Purchaser and any other Owner, as applicable, on demand therefor (i) an amount equal to the difference between (A) the amount of interest paid to the Purchaser and such other Owner on the Bonds during the period in which interest on the Bonds is includable in the gross income of the Purchaser or such other Owner beginning on the Taxable Date (the “*Taxable Period*”) and (B) the amount of interest that would have been paid to the Purchaser and such other Owner during such Taxable Period had the Bonds borne the Taxable Rate, and (ii) an amount equal to any interest, penalties or charges owed by the Purchaser and such other Owner as a result of interest on the Bonds becoming includable in the gross income of the Purchaser or such other Owner, together with any and all attorneys’ fees, court costs, or other out of pocket costs incurred by the Purchaser or such other Owner in connection therewith.

(b) Subject to the provisions of subsections (c) and (d) below, the Purchaser or such other Owner, as applicable, shall afford the Borrower the opportunity, at the Borrower’s sole cost and expense, to contest (i) the validity of any amendment to the Code which causes the interest on the Bonds to be includable in the gross income of the Purchaser or such other Owner or (ii) any challenge to the validity of the tax exemption with respect to the interest on the Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals).

(c) As a condition precedent to the exercise by the Borrower of its right to contest set forth in subsection (b) above, the Borrower shall, within ten (10) days after demand, immediately reimburse the Purchaser and such other Owner, as applicable, for (i) any and all expenses (including attorneys’ fees for services that may be required or desirable, as determined by the Purchaser and such other Owner, as applicable, in their sole discretion) that may be incurred by the Purchaser and such other Owner, as applicable, in connection with any such contest, and (ii) any and all penalties or other charges payable by the Purchaser and such other Owner, as applicable, for failure to include such interest in its gross income.

(d) The obligations of the Borrower under this Section shall survive the termination of this Agreement and the payment in full of the Bonds.

Section 3.04. Fees; Costs and Expenses. The Borrower shall pay within thirty (30) days after demand:

(a) for each amendment of this Agreement or any Related Document, or consent or waiver by the Purchaser under this Agreement or any Related Document, in each case when requested by or on behalf of the Issuer or the Borrower or required under any Bond Document, in any instance requiring credit action on the part of the Purchaser, a fee in the amount of \$2,500;

(b) the reasonable fees and out of pocket expenses for counsel or other reasonably required consultants to the Purchaser in connection with this Agreement or the Related Documents (other than fees and expenses of counsel to the Purchaser in connection with the initial documentation and negotiation of this Agreement due and payable at the Closing Date), including, but not limited to, with respect to advising the Purchaser as to its rights and responsibilities under this Agreement or the Related Documents or in connection with responding to requests from the Borrower for consents, amendments and waivers;

(c) all of the Purchaser's out of pocket expenses (including, without limitation, fees and expenses of counsel or other reasonably required consultants to the Purchaser) arising in connection with the enforcement or administration of, or preservation of rights (including in any bankruptcy or insolvency proceeding or any workout) in connection with, this Agreement or the Related Documents; and

(d) in the event of a partial or complete redemption or a complete conversion of the Bonds (other than during an Amortization Period or on the Direct Purchase Period Purchase Date), the Borrower shall pay the Make-Whole Fees (as applicable) in accordance with Section 3.12 hereof upon such partial or complete redemption or conversion.

Section 3.05. Computation of Interest and Fees. Interest payable hereunder shall be calculated on the basis of a year of 360 days and twelve 30 day months. Fees and other amounts payable hereunder shall be calculated on the basis of a year of 360 days and twelve 30 day months. Interest shall accrue during each period for which interest is computed from and including the first day thereof to but excluding the last day thereof.

Section 3.06. Increased Costs.

(a) ***Increased Costs Generally.*** If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Purchaser or any Owner;

(ii) subject the Purchaser or any Owner to any Taxes of any kind whatsoever with respect to this Agreement or the Bonds, or change the basis of taxation of payments to the Purchaser or such Owner in respect thereof (except for Indemnified Taxes covered by Section 3.07 and the imposition of, or any change in the rate of, any Excluded Taxes payable by the Purchaser or any Owner); or

(iii) impose on the Purchaser or any Owner any other condition, cost or expense affecting this Agreement or the Bonds;

and the result of any of the foregoing shall be to increase the cost to the Purchaser or such Owner of maintaining this Agreement or owning the Bonds, or to reduce the amount of any sum received or receivable by the Purchaser or such Owner hereunder or under the Bonds (whether of principal, interest or any other amount) then, upon written request of the Purchaser or such Owner as set forth in subsection (c) below, the Borrower shall promptly pay to the Purchaser or such Owner, as the case may be, such additional amount or amounts as will compensate the Purchaser or such Owner, as the case may be, for such additional costs incurred or reduction suffered.

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

(c) ***Certificates for Reimbursement.*** A certificate of the Purchaser or any Owner setting forth the amount or amounts necessary to compensate the Purchaser or any

such Owner or the Purchaser's or any such Owner's parent or holding company, as the case may be, as specified in subsection (a) or (b) above and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay the Purchaser or any such Owner, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

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

(e) ***Survival.*** Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower in this Section shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations of the Borrower thereunder and hereunder.

Section 3.07. Net of Taxes, Etc.

(a) Any and all payments to the Purchaser or any Owner by or on account of any obligation of the Borrower hereunder or with respect to the Bonds shall be made free and clear of and without deduction or withholding for any and all Indemnified Taxes. If the Borrower shall be required by law to deduct or withhold any Indemnified Taxes imposed by the United States or any political subdivision thereof from or in respect of any sum payable hereunder or with respect to the Bonds, then (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Purchaser or such Owner receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall timely pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. If the Borrower shall make any payment under this Section to or for the benefit of the Purchaser or such Owner with respect to Indemnified Taxes and if the Purchaser or such Owner shall claim any credit or deduction for such Indemnified Taxes against any other taxes payable by the Purchaser or such Owner to any taxing jurisdiction in the United States then the Purchaser or such Owner shall pay to the Borrower an amount equal to the amount by which such other taxes are actually reduced; provided, that the aggregate amount payable by the Purchaser or such Owner pursuant to this sentence shall not exceed the aggregate amount previously paid by the Borrower with respect to such Indemnified Taxes. In addition, the Borrower agrees to pay any present or future stamp, recording or documentary taxes and any other excise or property taxes, charges or similar levies that arise under the laws of the United States or any state of the United States from any payment made hereunder or under the Bonds or from the execution or delivery of this Agreement or the Bonds, or otherwise with respect to this Agreement or the Bonds (hereinafter referred to as "*Other Taxes*"). The Purchaser or such Owner shall provide to the Borrower within a reasonable time a copy of any written notification it receives with respect to Indemnified Taxes or Other Taxes owing by the Borrower to the Purchaser or such Owner hereunder; provided,

that the Purchaser or such Owner's failure to send such notice shall not relieve the Borrower of its obligation to pay such amounts hereunder.

(b) The Borrower shall, to the fullest extent permitted by law and subject to the provisions hereof, pay the Purchaser or such Owner for the full amount of Indemnified Taxes and Other Taxes including any Indemnified Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section paid by the Purchaser or such Owner or any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally asserted; provided, that the Borrower shall not be obligated to pay the Purchaser or such Owner for any penalties, interest or expenses relating to Indemnified Taxes or Other Taxes arising from the Purchaser or such Owner's gross negligence or willful misconduct. The Purchaser or such Owner agrees to give notice to the Borrower of the assertion of any claim against the Purchaser or such Owner relating to such Indemnified Taxes or Other Taxes as promptly as is practicable after being notified of such assertion; provided, that the Purchaser or such Owner's failure to notify the Borrower promptly of such assertion shall not relieve the Borrower of its obligation under this Section. Payments by the Borrower pursuant to this Section shall be made within thirty (30) days from the date the Purchaser or such Owner makes written demand therefor, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof. The Purchaser or such Owner agrees to repay to the Borrower any refund with respect to Indemnified Taxes or Other Taxes paid by the Borrower pursuant to this Section (including that portion of any interest that was included as part of such refund) received by the Purchaser or such Owner for Indemnified Taxes or Other Taxes that were paid by the Borrower pursuant to this Section and to contest, with the cooperation and at the expense of the Borrower, any such Indemnified Taxes or Other Taxes which the Purchaser or such Owner or the Borrower reasonably believes not to have been properly assessed.

(c) Within thirty (30) days after the date of any payment of Indemnified Taxes by the Borrower, the Borrower shall furnish to the Purchaser or such Owner, as applicable, the original or a certified copy of a receipt evidencing payment thereof.

(d) Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations of the Borrower thereunder and hereunder.

Section 3.08. Method and Application of Payments. All payments by or on behalf of the Borrower to the Purchaser hereunder shall be fully earned when due and nonrefundable when paid and made in lawful currency of the United States of America and in immediately available funds. Amounts payable to the Purchaser hereunder shall be paid to the Purchaser at such account as the Purchaser may specify from time to time in writing to the Borrower or the Bond Trustee. Any payment received by the Purchaser after 3:30 p.m. on the date payment is due shall be deemed to have been received by the Purchaser on the next Business Day. If any payment hereunder is due on a day that is not a Business Day, then such payment shall be due on the next

succeeding Business Day, and, in the case of the computation of the interest or fees hereunder, such extension of time shall, in such case, be included in the computation of the payment due hereunder. Payments received by the Purchaser shall be applied, first, to any fees, costs, charges or expenses payable by the Borrower under this Agreement; second, to past due interest; third, to current interest; and, fourth, to principal.

Section 3.09. Maintenance of Accounts. The Purchaser shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower and the amounts payable and paid from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such account or accounts shall be presumptive evidence of the existence and amounts of the obligations of the Borrower therein recorded. The failure to record any such amount shall not, however, limit or otherwise affect the obligations of the Borrower hereunder to repay all amounts owed hereunder, together with all interest accrued thereon as provided herein.

Section 3.10. [Reserved].

Section 3.11. Maximum Lawful Rate.

(a) If the amount of interest payable for any period in accordance with the terms hereof or the Bonds exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Lawful Rate, then interest for such period shall be payable in an amount calculated at the Maximum Lawful Rate for such period.

(b) Any interest that would have been due and payable for any period but for the operation of subsection (a) above shall accrue and be payable as provided in this subsection (b) and shall, less interest actually paid to the Purchaser or any other Owner, as applicable, for such period, constitute the “*Excess Interest Amount*.” If there is any accrued and unpaid Excess Interest Amount as of any date then the principal amount with respect to which interest is payable shall bear interest at the Maximum Lawful Rate, until payment to the Purchaser and each other Owner, as applicable, of the entire Excess Interest Amount.

(c) Notwithstanding the foregoing, on the date on which no principal amount hereunder remains unpaid, to the extent possible without violating Applicable Law, the Borrower shall pay to the Purchaser and each other Owner, as applicable, a fee equal to any accrued and unpaid Excess Interest Amount.

Section 3.12. Make-Whole Fees. In the event the Purchaser shall incur any loss, cost, or expense (including, without limitation, any loss, cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Purchaser to purchase or hold the Bonds or the relending or reinvesting of such deposits or other funds or amounts paid or prepaid to the Purchaser) as a result of any prepayment or redemption or conversion of the Bonds (whether in whole or in part) on any date prior to the Direct Purchase Period Purchase Date for any reason, whether before or after a Default, and

whether or not such payment is required by any provision of this Agreement or the Related Documents, then the Borrower shall pay to the Purchaser the Make-Whole Fees, if any, calculated in accordance with the methodology described in Exhibit B attached hereto.

Section 3.13. Joint and Several Obligations. The Borrower hereby acknowledges and agrees that the amounts owed under the Notes are the joint and several obligations of each other Obligated Group Member and are absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever by the Purchaser. By the execution and delivery of this Agreement, each Obligated Group Member hereby expressly waives and surrenders any defense to its joint and several obligation with respect to the Obligations based upon any of the foregoing.

ARTICLE IV

CONDITIONS PRECEDENT TO PURCHASE OF BONDS

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

(a) The following organizational documents:

(i) Copies of the resolutions of the Governing Body of each Obligated Group Member approving the execution and delivery of this Agreement and the Related Documents to which such Obligated Group Member is a party, approving the form of the Related Documents to which it is not a party and the other matters contemplated hereby and thereby, certified by an authorized officer of such Obligated Group Member as being true and complete and in full force and effect on the Closing Date;

(ii) The organizational documents of each Obligated Group Member, certified to be in full force and effect as of a date not more than thirty (30) days preceding the Closing Date by an appropriate official of the state of its incorporation and certified by an authorized officer of such Obligated Group Member to be in full force and effect on the Closing Date;

(iii) Certificates issued by an appropriate official of the state of its incorporation, issued no more than thirty (30) days preceding the Closing Date, stating that each Obligated Group Member is in existence in such jurisdiction;

(iv) A certificate by an authorized officer of the Borrower certifying the names and signatures of the persons authorized to sign, on behalf of the Borrower and the other Obligated Group Members, this Agreement and the

Related Documents to which it is or they are a party and the other documents to be delivered hereunder or thereunder;

(v) A letter from the Internal Revenue Service to the effect that the Borrower and each other Obligated Group Member is an organization described in Section 501(c)(3) of the Code, and is exempt from federal income taxation under Section 501(a) of the Code;

(vi) A copy of the Investment Policy of the Borrower; and

(vii) Copies of all confirmations of Hedge Agreements to which the Borrower is a party, if any.

(b) The following financing documents:

(i) An executed original of this Agreement and each of the Related Documents other than the Notes and the Bonds;

(ii) Executed and authenticated originals of the Bonds and the Notes; and

(iii) Such financing statements as may be required by the Purchaser.

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

(i) From counsel to the Borrower and each other Obligated Group Member as to the due authorization, execution and delivery of this Agreement and each of the Related Documents to which it is or they are a party, their validity, binding effect and enforceability, the status of each of the Borrower and each Obligated Group Member as an organization described in Section 501(c)(3) of the Code, and such other customary matters as the Purchaser may reasonably request;

(ii) From Bond Counsel, in customary form, an opinion to the effect that the Bonds have been duly authorized and validly issued, that the Bond Indenture creates a valid lien on the Trust Estate and that interest on the Bonds will not be included in gross income of the Owners thereof for federal tax purposes;

(iii) Each other opinion delivered by any Person pursuant to the Related Documents.

(d) From Bond Counsel, a copy of the reasoned “should hold” opinion relating to the Series 2009C Bonds addressed to the bond trustee for such bonds, in form and substance satisfactory to the Purchaser.

(e) The following documents and other information:

(i) A certificate signed by a principal officer of the Borrower, stating that on and as of the Closing Date (i) the Borrower is in compliance with all of the terms, provisions and conditions of each financial covenant and any other material provision of this Agreement and the Related Documents and any Contract entered into in connection with any Material Debt; (ii) all requirements and preconditions to the issuance, execution, delivery and purchase of the Bonds shall have been satisfied; (iii) the Borrower has complied with all agreements and covenants and satisfied all conditions stated in this Agreement on its part to be performed or satisfied at or prior to the Closing Date; (iv) since the date of the Bond Purchase Agreement there has been no event or occurrence which has caused or might reasonably be anticipated to cause a Material Adverse Effect or which may adversely affect the consummation of the transactions contemplated by this Agreement and the Related Documents; (v) each representation and warranty on the part of the Borrower contained in this Agreement and the Related Documents is true and correct as though made on and as of the Closing Date, (vi) no Default or Event of Default has occurred and is continuing or would result from the execution or performance of this Agreement or the Related Documents to which the Borrower is a party; (vii) since the date of the Rating Documentation, the Obligor Rating has not been withdrawn, suspended or reduced; (viii) no petition by or against the Borrower has at any time been filed under the Bankruptcy Code or under any similar Law; and (ix) the Borrower has complied with each of its covenants and agreements required in the Bond Purchase Agreement to be complied with at or prior to the Closing Date;

(ii) A certificate signed by a principal officer of each Obligated Group Member, stating that on and as of the Closing Date (i) such Obligated Group Member is in compliance with all of the terms, provisions and conditions of each financial covenant and any other material provision of this Agreement and the Related Documents and any Contract entered into in connection with any Material Debt; (ii) such Obligated Group Member has complied with all agreements and covenants and satisfied all conditions stated in this Agreement on its part to be performed or satisfied at or prior to the Closing Date; (iii) since the date of the Bond Purchase Agreement there has been no event or occurrence which has caused or might reasonably be anticipated to cause a Material Adverse Effect or which may adversely affect the consummation of the transactions contemplated by this Agreement and the Related Documents; (iv) each representation and warranty on the part of such Obligated Group Member contained in this Agreement and the Related Documents is true and correct as though made on and as of the Closing Date, (v) no Default or Event of Default has occurred and is continuing or would result from the execution or performance of this Agreement or the Related Documents to which such Obligated Group Member is a party; and (vi) no petition by or against such Obligated Group Member has at any time been filed under the Bankruptcy Code or under any similar Law;

(iii) A Compliance Certificate in form and substance satisfactory to the Purchaser, together with copies of the most recent management-prepared financial statements of the Obligated Group;

(iv) Evidence of insurance as required by the terms of the Loan Agreement and the Master Indenture and the terms hereof in form and substance satisfactory to the Purchaser;

(v) Evidence that the ratings from Moody's and S&P, respectively, on the Parity Indebtedness (other than the Bonds which shall not be rated) is at least "A1" and "A+" (the "*Rating Documentation*");

(vi) Written evidence that the CUSIP Number has been obtained and reserved from Standard & Poor's CUSIP Service for the Bonds;

(vii) True and correct copies of all approvals of each Governmental Authority, if any, necessary for the Borrower and the other Obligated Group Members to enter into this Agreement, the Related Documents to which it is or they are a party and the transactions contemplated thereby;

(viii) A certificate dated as of the Closing Date, signed by an authorized representative of the Authority and in form and substance satisfactory to the Purchaser, to the effect that to the knowledge of such representative, each of the representations set forth in Paragraph 4 of the Bond Purchase Agreement and in this Agreement is true, accurate and complete in all material respects as of the Closing Date and that the Authority has complied with each of its covenants and agreements required in the Bond Purchase Agreement to be complied with at or prior to the Closing Date; and

(ix) Evidence that all approvals, notices and actions required in connection with the refinancing and refunding, as applicable, of the Refunded Indebtedness have been received, given and taken in order to ensure that the refinancing and refunding, as applicable, of the Refunded Indebtedness is completed no later than July 31, 2014.

(f) Such other instruments, documents and opinions as the Purchaser shall reasonably require to evidence and secure the obligations of the Borrower and the other Obligated Group Members under this Agreement and the Related Documents and to comply with the provisions of this Agreement and the Related Documents and the requirements of any Governmental Authority to which the Purchaser or any of the Borrower or any other Obligated Group Member is subject.

Section 4.02. Credit Requirements. Prior to the Closing Date, the Purchaser shall have determined, in its sole discretion, based in part upon the information and reports submitted by the Borrower, that the Obligated Group has met the Purchaser's credit requirements.

Section 4.03. Litigation. The Purchaser shall have received a written description of all Material Litigation, including without limitation, any Material Litigation filed against the Borrower since March 31, 2014.

Section 4.04. Other Matters. All other legal matters pertaining to the execution and delivery of this Agreement and the Related Documents shall be satisfactory to the Purchaser and its counsel, and the Purchaser shall have received such other statements, certificates, agreements, documents and information with respect to the Borrower, the other Obligated Group Members, the Issuer and the other parties to the Related Documents and matters contemplated by this Agreement as the Purchaser may reasonably request.

Section 4.05. Additional Conditions Precedent. On or prior to the Closing Date, the Borrower shall have paid all costs and expenses of the Purchaser in connection with the execution and delivery of this Agreement, the Related Documents and any other documents delivered in connection with any of the foregoing, except the fees and expenses of counsel for the Purchaser.

Section 4.06. Section 7(e) of the Bond Purchase Agreement. Prior to the Closing Date, the Purchaser shall have determined, in its sole discretion, that there has been no change in any law as provided in Section 7(e) of the Bond Purchase Agreement.

Section 4.07. No Bond Rating; DTC. The Bonds shall not (i) be assigned a rating by any Rating Agency, or (ii) be registered with The Depository Trust Company or any other securities depository.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Each of the Borrower and each other Obligated Group Member hereby represents and warrants to the Purchaser as of the Closing Date as follows; provided that each of the foregoing entities shall only be making such representations and giving such warranties on behalf of itself:

Section 5.01. Organization; Power; Qualification. Each of the Borrower and each other Obligated Group Member (a) is duly organized and validly existing under the laws of the jurisdiction of its incorporation or formation, (b) has the power and authority to own its Properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter, and (c) is duly qualified and authorized to do business in each jurisdiction in which the character of its Properties or the nature of its business requires such qualification and authorization.

Section 5.02. Authorization; Enforceability. Each of the Borrower and each other Obligated Group Member has the right, power and authority and have taken all necessary corporate and other action to authorize the execution, delivery and performance of this Agreement and each of the Related Documents to which it is a party in accordance with their respective terms. This Agreement and each of the Related Documents to which it is a party have

been duly executed and delivered by the duly authorized officers of the Borrower and each other Obligated Group Member, and each such document constitutes the legal, valid and binding obligation of the Borrower and each other Obligated Group Member enforceable in accordance with its terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.03. Compliance of Agreement and Related Documents with Organizational Documents, Etc. The execution, delivery and performance by each of the Borrower and each other Obligated Group Member of this Agreement and each of the Related Documents to which it is a party, in accordance with their respective terms, and the transactions contemplated hereby and thereby do not and will not (a) contravene or conflict with its articles of incorporation, by-laws or other organizational documents, (b) require any consent or approval of any of its creditor of the Borrower, (c) violate any Applicable Law (including, without limitation, Regulations G, T, U or X of the Board of Governors of the Federal Reserve System, or any successor regulations), (d) conflict with, result in a breach of or constitute a default under any Contract to which it is a party or by which it or any of its Property may be bound or (e) result in or require the creation or imposition of any Lien upon any Property now owned or hereafter acquired by it except such Liens, if any, expressly created by this Agreement or the Related Documents.

Section 5.04. Governmental Approvals. All authorizations, consents, and other Governmental Approvals necessary for the Borrower or the other Obligated Group Members to enter into this Agreement and the Related Documents, as applicable, and perform the transactions contemplated hereby and thereby have been obtained and remain in full force and effect and are subject to no further administrative or judicial review. No other authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required for the due execution, delivery and performance by the Borrower or the other Obligated Group Members of this Agreement and each of the Related Documents, as applicable.

Section 5.05. Compliance with Applicable Law. The Borrower and each other Obligated Group Member are in compliance in all material respects with the requirements of all Applicable Laws, including all Governmental Approvals, except in such instances in which (a) such requirement of Applicable Law is being contested in good faith by appropriate proceedings diligently conducted by or on behalf of the Borrower or the affected other Obligated Group Member, as applicable, and (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect and will not cause a Material Adverse Change.

Section 5.06. Business. Each of the Borrower and each other Obligated Group Member is engaged in the business of supplying or supporting other Members which supply health care to patients.

Section 5.07. Tax Returns and Payments. (a) All federal, state and other tax returns of the Borrower and each other Obligated Group Member required by law to be filed have been duly filed, (b) all federal, state and other taxes, assessments and other governmental charges or

levies upon the Borrower and each other Obligated Group Member, and the respective properties, income, profits and assets of the Borrower and each other Obligated Group Member that are due and payable have been paid, and (c) the charges, accruals and reserves on the books of the other Obligated Group in respect of such taxes and charges that are not yet due and payable are adequate to pay such taxes and charges when such taxes and charges become due and payable, and the Borrower does not know of any reason to anticipate any additional assessments for any of such years for which adequate reserves have not been established.

Section 5.08. Litigation. There are no actions, suits or proceedings pending or threatened against the Borrower or any other Obligated Group Member or any Property of the Borrower or any other Obligated Group Member before any Governmental Authority, which, in any case, (a) may have a Material Adverse Effect, (b) seek injunctive relief, (c) allege any criminal misconduct, (d) allege the violation of any Environmental Laws or (e) are asserted against any Plan, its fiduciaries or its assets or against the Borrower or any member of the ERISA Group in connection with any Plan (any of the foregoing referred to herein as “*Material Litigation*”).

Section 5.09. Absence of Defaults and Events of Default.

- (a) No Default or Event of Default has occurred and is continuing.
- (b) No defaults by the Borrower or any other Obligated Group Member exist under any Contracts or judgments, decrees or orders, except for defaults that, singly or in the aggregate, have not had and will not have a Material Adverse Effect.

Section 5.10. Financial Statements. The balance sheet of the Borrower and certain of its Affiliates (including the Obligated Group Members) as of March 31, 2013 and the related statement of revenues and expenses and changes in financial position for the Fiscal Year then ended and the auditors’ reports with respect thereto and the balance sheet of the Borrower and certain of its Affiliates (including the Obligated Group Members) as of March 31, 2013 and the related statement of revenues and expenses and changes in financial position for the year then ended, copies of which have heretofore been furnished to the Purchaser, are complete and correct and fairly present the financial condition, changes in financial position and results of operations of the Borrower and certain of its Affiliates (including the Obligated Group Members) for such dates and for such periods, and were prepared in accordance with GAAP. Since March 31, 2013, there has been no (a) Material Adverse Change or (b) material increase in the long-term Indebtedness of the Obligated Group, except for Indebtedness relating to the Bonds.

Section 5.11. Accuracy and Completeness of Information. All written information, reports, financial statements and other papers and data furnished to the Purchaser or its counsel by or on behalf of the Borrower to the Purchaser were, at the time the same were so furnished, complete and correct in all material respects, to the extent necessary to give the recipient a true and accurate knowledge of the subject matter. No fact is known to the Borrower which has had or in the reasonable judgment of the Borrower may in the future have a Material Adverse Effect which has not been set forth in the financial statements referred to in Section 5.10 or in such information, reports or other papers or data or otherwise disclosed in writing to the Purchaser

prior to the Closing Date. Any financial, budget and other projections furnished to the Purchaser by the Borrower were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the Borrower's best estimate of its future financial performance. No document furnished or other written statement made by the Borrower or the Obligated Group to the Purchaser in connection with the negotiation, preparation or execution of this Agreement or the Related Documents contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

Section 5.12. Income Tax Status. Each of the Borrower and each other Obligated Group Member is an organization described in Section 501(c)(3) of the Code, is not a "*private foundation*" as defined by Section 509(a) of the Code and is exempt from federal income tax under Section 501(a) of the Code, except for taxes imposed on unrelated business income pursuant to Section 511 of the Code. None of the Borrower or any other Obligated Group Member has received any notice from the Internal Revenue Service that its respective returns are being audited or its respective status as an organization described in Section 501(c)(3) of the Code is being investigated or challenged. Each of the Borrower and each other Obligated Group Member is in continued compliance with all requirements of such status. None of the Borrower or any other Obligated Group Member has taken any action or omitted to take any action, and to the best of its knowledge, knows of no action taken or omitted to be taken by any other Person, which action, if taken or omitted, could adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes or the exemption of such interest from State personal income taxes.

Section 5.13. Incorporation of Representations and Warranties. Except for those representations and warranties which due to the passage of time are no longer true, the Borrower hereby makes to the Purchaser the same representations and warranties made by the Borrower in each Related Document to which it is a party, which representations and warranties, together with the related definitions of terms contained therein, are incorporated herein by this reference with the same effect as if each and every such representation and warranty and definition were set forth herein in its entirety. No amendment to or waiver of such representations, warranties, covenants or definitions made pursuant to the relevant Related Document or incorporated by reference shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Purchaser. Nothing in this Section shall be construed to incorporate by reference any representations or warranties contained in any contract or agreement that is secured by a Master Indenture Obligation (other than this Agreement, the Bond Indenture and the Loan Agreement).

Section 5.14. No Usury.

(a) The terms of this Agreement and the Related Documents regarding the calculation and payment of interest and fees do not violate any applicable usury laws.

(b) The Bonds are not subject to any Applicable Law prescribing a maximum rate of interest.

Section 5.15. Insurance. Each of the Borrower and each other Obligated Group Member currently maintains insurance, a self-insurance program or a combination thereof, of such type and in such amounts or in excess of such amounts as are customarily carried by, and insures against such risks as are customarily insured against by, businesses of like type, size and character to the Borrower (including interest limitation, self insurance) and as required by the Loan Agreement.

Section 5.16. [Reserved.]

Section 5.17. Compliance with ERISA. Each member of the ERISA Group has fulfilled its obligations under the minimum funding standards of ERISA and the Code with respect to each Plan and is in compliance in all material respects with the applicable provisions of ERISA and the Code with respect to each Plan. No member of the ERISA Group, any plan administrator or any of their respective agents or representatives has: (a) sought a waiver of the minimum funding standard under Section 412 of the Code or Section 303 of ERISA in respect of any Plan; (b) failed to make any contribution or payment to any Plan, or made any amendment to any Plan or benefit arrangement, which has resulted or could result in the imposition of a Lien or the posting of a bond or other security under ERISA or the Code; (c) incurred any liability under Title IV of ERISA other than a liability to the PBGC for premiums under Section 4007 of ERISA; (d) received notice from any Person concerning the imposition of Withdrawal Liability or a determination or expected determination of insolvency or reorganization within the meaning of Title IV of ERISA; (e) filed a notice of intent to terminate a Plan with unfunded liabilities, (f) received notice from the PBGC regarding the institution of proceedings to terminate a Plan, impose liability (other than for premiums under Section 4007 of ERISA) in respect of any Plan, or that a trustee is or will be appointed to administer a Plan, or (g) notice or knowledge of the institution of proceedings under Section 515 of ERISA for the enforcement of contributions to a Multiemployer Plan.

Section 5.18. Investment Company Act. Neither the Borrower, the other Obligated Group Members nor any of its or their Affiliates is an “investment company” or a company “controlled” by an “investment company,” as such terms are defined in the Investment Company Act of 1940, as amended.

Section 5.19. Federal Reserve Board Regulations. None of the Borrower or any other Obligated Group Member is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.

Section 5.20. Pending Legislation and Decisions. To the best knowledge of the Borrower, there is no proposed amendment to the Constitution of the State or any proposed legislation pending before the legislature of the State, or any proposed proposition or referendum or other ballot initiative, the effect of which could reasonably be expected to adversely affect (a) the issuance of, or security for, any of the Bonds, (b) the rights or remedies of the Purchaser or of any Owner of the Bonds, or (c) the power or ability of the Borrower to perform its obligations

hereunder or under any of the Related Documents including, without limitation, the Borrower's ability to repay when due its obligations under this Agreement, any Related Document or any of its Material Debt.

Section 5.21. Environmental Matters. In the ordinary course of its business, the Borrower conducts an ongoing review of the effect of Environmental Laws on its business, operations and Properties, in the course of which it identifies and evaluates associated liabilities and costs (including, without limitation, any capital or operating expenditures required for clean up or closure of Properties presently or previously owned or operated, any capital or operating expenditures required to achieve or maintain compliance with environmental protection standards imposed by Applicable Law or as a condition of any license, permit or contract, and related constraints on operating activities, including any periodic or permanent shutdown of any facility or reduction in the level of or change in the nature of operations conducted there at and any actual or potential liabilities to third parties, including employees, and any related costs and expenses). On the basis of this review, the Borrower has reasonably concluded that it has not failed to comply with any Environmental Laws in a manner which may have a Material Adverse Effect.

Section 5.22. Anti-Terrorism Representations.

(a) None of the Borrower, any other Obligated Group Member or any of its or their Affiliates is in violation of any laws relating to terrorism or money laundering ("*Anti-Terrorism Laws*"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "*Executive Order*"), and the Patriot Act;

(b) None of the Borrower, any other Obligated Group Member or their Affiliates is any of the following:

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

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

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

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

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

(c) None of the Borrower, any other Obligated Group Member or any of its or their Affiliates (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (b) above, (ii) deals in, or otherwise engages in any transaction relating to, any Property or interests in Property blocked pursuant to the Executive Order or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

Section 5.23. Security. The Master Indenture creates a legally valid and binding security interest in, lien on and pledge of the Gross Revenues in favor of the Master Trustee for the benefit of the holders of the Master Indenture Obligations, including the Notes. No filing, registering, recording or publication of the Master Indenture or any other instrument is required to establish or to perfect, protect or maintain the liens created thereby on the Gross Revenues which has not occurred. The Notes are valid and binding, joint and several obligations of each Member issued and secured under the Master Indenture and are *pari passu* with all other Master Indenture Obligations issued under the Master Indenture and secured by a senior lien on the Gross Revenues subject to Permitted Liens.

Section 5.24. Labor Matters. There are no strikes, walkouts, lockouts or other material labor disputes or grievances against the Borrower or any other Obligated Group Member or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any other Obligated Group Member, and no significant unfair labor practice, charges or grievances are pending against the Borrower or any other Obligated Group Member, to the knowledge of the Borrower, threatened against it before any Governmental Authority which could reasonably be expected to have a Material Adverse Effect.

Section 5.25. Health Care Regulatory Matters. The Borrower and each other Obligated Group Member is in full compliance with all license requirements and conditions for participation in Medicare and Medicaid relating to its operation of its hospitals and other facilities, noncompliance with which would have a Material Adverse Effect. No other Obligated Group Member has received any pending delicensing or decertification of any such hospital or facility or notice of any unusual restrictions in admissions to any such hospital or facility.

Section 5.26. Title to Properties. The Borrower and each other Obligated Group Member has good and in the case of real property, marketable title to their respective Property (subject to liens which are Permitted Liens). None of the Property of the Borrower or any other Obligated Group Members is subject to any Lien, except Permitted Liens.

Section 5.27. Solvency. No Event of Insolvency shall have occurred with respect to the Borrower or any other Obligated Group Member.

Section 5.28. Ratings. All Parity Indebtedness has a rating of “A+” or better by S&P and “A1” or better by Moody’s. No fact is known and no condition is known to exist that could reasonably be expected to cause such rating to be lowered, withdrawn, suspended or otherwise adversely affected, and neither the Borrower nor any other Obligated Group Member has been

notified by S&P that any such rating is under review (other than in the ordinary course) or has been placed on watch or other surveillance whether or not the anticipated results thereof are negative.

Section 5.29. Tax Status. No Member of the Obligated Group has taken, or omitted to take, directly or indirectly, any action or suffered any action to be taken by others that would impair the federal tax-exempt status of the Bonds.

Section 5.30. Reliance by the Purchaser. All representations and warranties made herein to the Purchaser or incorporated hereby for the benefit of the Purchaser are made with the understanding that the Purchaser is relying upon the accuracy of such representations and warranties. Notwithstanding that the Purchaser may conduct its own investigation as to some or all of the matters covered by the representations and warranties in the Related Documents, and any certificates, information, opinions or documents delivered in connection therewith, the Purchaser is entitled to rely on all representations and warranties as a material inducement to the Purchaser's extension of the credit evidenced by the Related Documents.

ARTICLE VI

AFFIRMATIVE COVENANTS

Each of the Borrower and each other Obligated Group Member, covenants and agrees that it will comply, and will cause each other Obligated Group Member to comply, with the following affirmative covenants until the date on which no amount is due or owing to the Purchaser under this Agreement, the Bonds or any other Related Document, unless the Purchaser shall otherwise consent in writing.

Section 6.01. Compliance with Applicable Laws. The Borrower and each other Obligated Group Member shall comply, in all material respects, with all Applicable Laws, including, without limitation, all Environmental Laws.

Section 6.02. Reporting Requirements. The Borrower, each other Obligated Group Member and each Affiliate of the Borrower and each other Obligated Group Member shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of such Person on a consolidated or combined basis in accordance with GAAP. The Borrower shall furnish to the Purchaser a copy of each of the following:

(a) ***Annual Financial Statements.*** As soon as available, and in any event within 150 days after the close of each Fiscal Year of the Borrower, the financial statements of the Borrower and those Affiliates of the Borrower whose financial results are required or permitted to be consolidated or combined with the Borrower under GAAP which shall be audited and reported on without qualification by an Accountant and shall be certified to the Borrower by such Accountant as (i) having been prepared in accordance with GAAP (applied on a basis consistent with that of the preceding Fiscal Year) and (ii) fairly presenting the financial condition of the Borrower and such Affiliates

as of the end of such Fiscal Year and reflecting its operations during such Fiscal Year and (iii) showing all material liabilities, direct or contingent, and disclosing the existence of any Off-Balance Sheet Liability, and shall include, without limitation, balance sheets, profit and loss statements and statements of cash flows, together with notes and supporting schedules, all on a consolidated and consolidating basis and in reasonable detail and including a copy of any management letter or audit report provided to the Borrower by such Accountant.

(b) ***Quarterly Financial Statements.*** As soon as available, and in any event within 60 days after the end of each fiscal quarterly period of each Fiscal Year of the Borrower, the unaudited financial statements of the Borrower and those Affiliates of the Borrower whose financial results are required or permitted to be consolidated or combined with the Borrower under GAAP, including a balance sheet, profit and loss statement, statement of cash flow and notes as of the end of such fiscal quarterly period and for such fiscal quarterly period and the current Fiscal Year to the end of such fiscal quarterly period, which shall be internally prepared by management of the Borrower and presented to the Purchaser on a consistent basis, along with a certification by a principal financial officer of the Borrower as to the matters set forth under clauses (i), (ii) and (iii) of subsection (a) above.

(c) ***Annual Budget.*** Within 60 days of the beginning of each Fiscal Year of the Borrower, the Borrower shall deliver to the Bank a certified copy of the approved annual operating budget of the Borrower which shall include a detailed schedule of budgeted capital expenditures for such Fiscal Year.

(d) ***Certificate of Compliance.*** Simultaneously with the delivery of each set of financial statements referred to in subsections (a) and (b) of this Section, a Compliance Certificate substantially in the form of Exhibit A signed by a principal financial officer of the Borrower, (i) stating that such officer has made a review of activities during the preceding period for the purpose of determining whether the Borrower has complied with all of the terms, provisions and conditions of this Agreement and the Related Documents, (ii) attesting that, to the best of his/her knowledge, the Borrower has kept, observed, performed and fulfilled each and every such covenant, provision and condition on its part to be performed and no Event of Default or Default has occurred, or if an Event of Default or Default has occurred such certificate shall specify such event or condition, the nature and status thereof and any remedial steps taken or proposed to correct such event or condition, and (iii) containing calculations of the applicable financial covenants (to the extent applicable as of such date) set forth in Section 6.17, certified by such officer to be accurate and complete and made in accordance with this Agreement.

(e) ***Other Reports.*** Promptly upon request by the Purchaser, copies of any financial statement or report furnished to any other holder of any securities or the long-term Indebtedness of the Borrower and not otherwise required to be furnished to the Purchaser pursuant to any other subsection of this Section (provided that if any such financial statement or report has been filed with EMMA, the Borrower's obligations

under this subsection shall be satisfied by the delivery by the Borrower of a notice to the Purchaser indicating that such financial statement or report has been so filed).

(f) **Amendments.** Promptly after the adoption thereof, copies of any amendments of or supplements to the articles of incorporation, by-laws or other organizational documents of the Borrower and copies of any amendments to any of the Related Documents.

(g) **EMMA Filings.** Promptly following any filing of any financial statement, Material Event Notice or other notice, report or statement with EMMA, electronic notice (which may be in the form of an email) to the Purchaser that such filing has been made.

(h) **Other Information.** Such other information respecting the business, properties or the condition or operations, financial or otherwise, of the Borrower, any other Obligated Group Member or any Affiliate of the Borrower as the Purchaser may from time to time reasonably request, including without limitation, reports of any governmental audits and inspections.

Section 6.03. Notices.

(a) **Notice of Default.** The Borrower shall provide to the Purchaser immediate notice by telephone, promptly upon learning thereof (provided that the foregoing is not intended to be an “actual knowledge” qualification), confirmed in writing, of any Default or Event of Default.

(b) **Notice of Material Adverse Change, Material Adverse Effect and Taxable Date.** The Borrower shall provide to the Purchaser in writing, promptly upon learning thereof (provided that the foregoing is not intended to be an “actual knowledge” qualification), notice of any Material Adverse Change or Taxable Date and any event which constitutes or could reasonably be expected to have a Material Adverse Effect or could reasonably be expected to cause a Taxable Date to occur.

(c) **Litigation and other Notices.** The Borrower shall provide to the Purchaser in writing, promptly upon learning thereof (provided that the foregoing is not intended to be an “actual knowledge” qualification), notice of:

(i) any Material Litigation or any other actions, suits, proceedings, inquiry or investigation before any Governmental Authority against the Borrower or any Affiliate of the Borrower which involve claims equal to or in excess of \$10,000,000 individually or \$25,000,000 in the aggregate other than actions, suits and claims involving medical malpractice for which no notice shall be required unless such medical malpractice actions, suits or claims (i) are not covered by insurance, re-insurance, a self-insurance program or a combination thereof maintained by the Borrower, (ii) will exceed the coverage limits of such insurance, self-insurance and re-insurance, or (iii) will, in and of themselves, constitute Material Litigation notwithstanding subparagraphs (i) and (ii);

(ii) any criminal investigation or proceeding by a Governmental Authority involving the Borrower or any Affiliate of the Borrower or any officer or managerial employee of the Borrower or any Affiliate of the Borrower;

(iii) any communication from any labor union of an intent to strike the Borrower or any Affiliate of the Borrower at a future date if such strike could reasonably be expected to disrupt the operations of the Borrower or any other Obligated Group Member in any material respect with such notice to include a description of the action or actions that it proposes to take with respect thereto; and

(iv) the occurrence of any event described in Section 5.17.

(d) ***Certain Related Document Notices.*** The Borrower shall furnish to the Purchaser a copy of any notice, certification, demand or other writing or communication given by the Issuer, the Master Trustee or the Bond Trustee to the Borrower or by the Borrower to the Issuer or the Bond Trustee under or in connection with any of the Related Documents, in each case promptly after the receipt or giving of the same. Without limiting the foregoing, the Borrower shall cause the Bond Trustee to provide notice to the Purchaser upon any redemption, repayment, defeasance or other payment or deemed payment of the Bonds pursuant to the Bond Indenture.

(e) ***Rating Agencies.*** Promptly after any Rating Agency shall have announced a change in an Obligor Rating, written notice of such rating change.

(f) ***Governmental Authority Filings.*** Copies of all reports and other materials filed or delivered by the Borrower or any other Obligated Group Member to or with any Governmental Authority which is a creditor holding Material Debt of the Borrower or any other Obligated Group Member, or which issues Indebtedness on behalf of the Borrower or any other Obligated Group Member.

(g) ***Notice of Dispute.*** The Borrower shall promptly give written notice to the Purchaser of any material dispute which may exist between the Borrower or any other Obligated Group Member and any of the Issuer or the Bond Trustee or any dispute in connection with any transaction contemplated under any Related Document.

(h) ***Other Indebtedness.*** Within thirty (30) days of the issuance of any bonds or other obligations secured under the Master Indenture, copies of any preliminary official statement, official statement, private placement memorandum or other offering document distributed in connection with the sale thereof.

Section 6.04. Further Assurances. The Borrower shall, upon the request of the Purchaser, from time to time, execute and deliver and, if necessary, file, register and record such further financing statements, amendments, continuation statements and other documents and instruments and take such further action as may be reasonably necessary to effect the provisions of this Agreement and the Related Documents. Except to the extent it is exempt therefrom, the

Borrower will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Agreement, the Related Documents and such instruments of further assurance.

Section 6.05. Right of Entry; Communication with Accountants. The Borrower shall permit the duly authorized agents or representatives of the Purchaser during normal business hours and upon reasonable notice to visit and inspect any of the premises of the Borrower, or any parts thereof, and to examine its financial and corporate books, records and accounts and to make copies thereof and extracts therefrom, and to discuss the Borrower's affairs, finances, business and accounts with its officers, employees and agents. The Borrower authorizes the Purchaser to communicate directly with its Accountants and authorizes and shall instruct those Accountants to communicate with, disclose and make available to, the Purchaser, any and all financial statements and other supporting financial documents, schedules and information relating to the business, results of operations and financial condition and other affairs of the Borrower and any Affiliate of the Borrower. Notwithstanding anything to the contrary set forth in this Agreement, the Borrower shall have no obligation to disclose or make available to the Purchaser, or to direct its Accountants to disclose or make available to the Purchaser, (a) any information that could reasonably be expected to compromise or impair the position of the Borrower or any of its Affiliates in any pending or threatened litigation, or (b) any information that constitutes "protected health information" under the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations thereunder.

Section 6.06. Payment of Obligations; Removal of Liens. Each of the Borrower and each other Obligated Group Member will pay (a) all of its debts in accordance with the terms thereof, (b) all amounts payable by it hereunder and under the Related Documents according to the terms hereof and thereof and (c) all assessments or other governmental charges as the same respectively become due, all taxes, assessments (general or special) and governmental charges of any kind whatsoever that may be at any time lawfully assessed or levied against or with respect to the Borrower or any of its Property or any interest thereon and promptly discharge or cause to be discharged all Liens (other than Permitted Liens), fees and charges on such Property; provided that payment of sums described under subpart (c) may be withheld where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings diligently conducted, (ii) adequate reserves with respect thereto have been set aside in accordance with GAAP and (iii) the failure to make payment pending such contest could not result in a Material Adverse Effect.

Section 6.07. Related Obligations and Incorporation of Covenants. The covenants of each of the Borrower and the other Obligated Group Members set forth in the Related Documents to which it is a party, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety for the benefit of the Purchaser and shall be enforceable by the Purchaser against the Borrower and each other Obligated Group Member, as applicable, and subject to the respective terms and provisions thereof. All such incorporated covenants shall be

in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein. To the extent that any such incorporated provision permits any Person to waive compliance with or consent to such provision or requires that a document, opinion, report or other instrument or any event or condition be acceptable or satisfactory to any Person, for purposes of this Agreement, such compliance shall be waived, or such provision shall be consented to, only if it is waived or consented to, as the case may be, by the Purchaser and such document, opinion, report or other instrument shall be acceptable or satisfactory only if acceptable or satisfactory to the Purchaser. No amendment to such covenants (or the defined terms relating thereto) made pursuant to the Related Documents shall be effective to amend such incorporated covenants without the written consent of the Purchaser. Notwithstanding the termination or expiration of any Related Document, each of the Borrower and the other Obligated Group Members shall, unless such Related Document has terminated or expired in accordance with its terms and has been replaced by a new Related Document, continue to observe the covenants therein contained for the benefit of the Purchaser until the termination of this Agreement. Nothing in this Section shall be construed to incorporate by reference any representations, warranties or covenants set forth in any contract or agreement that is secured by a Master Indenture Obligation (other than this Agreement, the Bond Indenture and the Loan Agreement).

Section 6.08. Insurance. The Borrower and each other Obligated Group Member will at all times maintain insurance, a self-insurance program, or a combination thereof, with respect to its business operations and Properties against such risks, in such amounts, with such companies and with such deductibles as is customary for business operations and Properties of like size, location and character to those of the Borrower and which complies with the requirements of the Loan Agreement and the Master Indenture. The Borrower shall deliver certificates evidencing such insurance and/or a description of its self-insurance program, to the Purchaser promptly following request.

Section 6.09. Employee Benefit Plan Compliance. Each ERISA Group member shall maintain and administer all Plans maintained by such ERISA Group member in compliance with their terms and in all material respects with all Applicable Laws, including ERISA and the Code; shall not permit any such Plan to experience unfunded liabilities; nor shall such ERISA Group member permit a condition to exist or a transaction to occur with respect to any Plan maintained by such ERISA Group member which could reasonably be expected to result in the incurrence by such ERISA Group member of any material liability, fine or penalty. Each ERISA Group member shall not, with regard to any Plan (a) engage in or permit any other party to engage in any “prohibited transaction” (as defined in Section 4975 of the Code) with respect to a Plan, (b) permit any Plan to incur any “accumulated funding deficiency” (as defined in Section 412 of the Code or Section 302 of ERISA) whether or not waived, (c) either directly or indirectly, cause any Plan to terminate, either under Section 4041 or 4042 of ERISA, in a manner that could result in the imposition of a material Lien on the assets of an ERISA Group member pursuant to Section 4068 of ERISA or (d) take or permit any action that could result in a withdrawal or partial withdrawal from a Plan and result in the assessment of any Withdrawal Liability against an ERISA Group member; provided, that in the case of this clause (d), said withdrawal or partial

withdrawal shall be permissible if the resultant liability could not reasonably be expected to result in a Material Adverse Effect.

Section 6.10. Disclosure to Participants. Subject to Section 10.04, and subject to the Purchaser providing the Borrower with a copy of the confidentiality agreement required by Section 10.04 prior to such disclosure, the Borrower agrees to permit the Purchaser to disclose any information received by the Purchaser in connection herewith, including without limitation the financial information described in Section 6.02, to any assignees or Participants of the Purchaser without notice to or further consent from the Borrower.

Section 6.11. Proceeds of Bonds. The Bond Proceeds will be used solely for the purposes described in the Bond Indenture and the Loan Agreement.

Section 6.12. Compliance with Related Documents. The Borrower and each other Obligated Group Member shall perform and comply in all material respects with the terms and conditions of the Related Documents that are binding on them. Without limiting the foregoing, the Borrower will comply with any restrictions contained in the Master Indenture on the execution and delivery of Hedge Agreements.

Section 6.13. Maintenance of Governmental Approvals. The Borrower and each other Obligated Group Member shall at all times maintain in effect, renew and comply with all the terms and conditions of all consents, licenses, approvals, authorizations and other Governmental Approvals relating to the provision of health care and related services or the execution, delivery and performance of this Agreement and the Related Documents to which it is a party, which are necessary or appropriate under Applicable Law to conduct its businesses and activities as of the Closing Date and thereafter. The Borrower and each other Obligated Group Member shall at all times maintain in effect, renew and comply with the terms and conditions of all other consents, licenses, approvals, authorizations and Governmental Approvals which are necessary or appropriate under applicable Law, except for failures that could not reasonably be expected to have a Material Adverse Effect.

Section 6.14. Maintenance of Properties. The Borrower and each other Obligated Group Member shall at all times (a) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; (b) make all necessary repairs thereto and renewals and replacements thereof; and (c) use commercially reasonable efforts to operate and maintain the facilities owned, leased or operated by such Person now or in the future in a manner believed by such Person to be consistent with prevailing industry standards in the locations where the facilities exist from time to time.

Section 6.15. Preservation of Existence, Etc. The Borrower and each other Obligated Group Member shall (a) preserve, renew and maintain in full force and effect its legal existence under the Applicable Laws of the jurisdiction of its organization in the state of its formation; (b) take all reasonable action to maintain all rights, privileges, permits, licenses, qualifications and franchises necessary for the normal conduct of its business; (c) preserve or renew all of its registered patents, trademarks, trade names and service marks (except that the Borrower and the

other Obligated Group Members may elect to abandon any patents, trademarks, trade names and service marks upon a determination that there exists no reasonably valid business reason for their maintenance and such abandonment could not reasonably be expected to have a Material Adverse Effect); and (d) preserve its status as a nonprofit corporation and maintain its status as an organization described in Section 501(c)(3) of the Code and its exemption from federal income tax under Section 501(a) of the Code or corresponding provisions of future federal income tax laws as well as its exemption from income tax under applicable State law.

Section 6.16. Lien on Gross Revenues and Trust Estate.

(a) The Borrower shall do or cause the Master Trustee to do all things necessary (including, without limitation, the timely filing of continuation statements) to maintain the Master Trustee's first priority perfected Lien on the Gross Revenues.

(b) The Borrower shall do or cause the Bond Trustee to do all things necessary (including, without limitation, the timely filing of continuation statements) to maintain the Bond Trustee's first priority perfected Lien on the Trust Estate.

(c) Notwithstanding subsections (a) and (b) above, the Borrower and the other Obligated Group Members shall have no obligation to enter into any agreements or take any other steps necessary to perfect the Master Trustee's Lien on the Gross Revenues by "control" or possession.

Section 6.17. Financial Requirements.

(a) ***Historical Debt Service Coverage Ratio.*** The Borrower shall maintain a Historical Debt Service Coverage Ratio not less than 1.25 to 1.00 as of the last day of each quarter of each Fiscal Year (on a rolling four quarter basis).

(b) ***Days Cash on Hand Requirement.*** The Borrower shall maintain at least 80 Days Cash on Hand as of the last day of the second and fourth quarter of each Fiscal Year.

(c) ***Maximum Capitalization Ratio.*** The Borrower shall maintain a Capitalization Ratio of no greater than 0.65 to 1.0, measured annually for each Fiscal Year; provided however, the Capitalization Ratio shall only be measured as of the end of the first the Fiscal Year following the downgrading of the Borrower's Obligor Rating to or below A3/A- by Moody's and S&P, respectively; and provided further that, in the event ratings are assigned by only two Rating Agencies and such ratings are not equivalent, the higher rating shall be used.

(d) ***Rating Maintenance.*** The Borrower shall at all times maintain a minimum of at least one Obligor Rating of not less Baa3/ BBB-, by Moody's and S&P, respectively, and such Obligor Ratings shall not be withdrawn for any credit reason.

Section 6.18. Filing of Agreement. In the event the Borrower delivers or permits, authorizes or consents to the delivery of this Agreement to any Person for delivery to the Municipal Securities Rulemaking Board, prior to such delivery the Borrower agrees that it shall

redact such information contained herein as may be requested by the Purchaser and which is consistent with MSRB Notice 2011-17 (February 23, 2011). Only such copy of this Agreement reflecting such redacted material shall be delivered to the Municipal Securities Rulemaking Board.

Section 6.19. CUSIP Numbers. The Borrower shall provide the Purchaser evidence that at all times, the Bonds have been assigned a CUSIP Number.

Section 6.20. Conversion. The Borrower may exercise its option under Section 2.04 of the Bond Indenture to cause the conversion of the Interest Rate Determination Method (as defined in the Bond Indenture) for all of the Bonds on any Interest Payment Date occurring prior to the Direct Purchase Period Purchase Date upon compliance with the provisions of the Bond Indenture and this Agreement applicable thereto and upon providing for payment to the Purchaser of the Purchase Price on the Mandatory Purchase Date occurring as a result of such conversion in accordance with Section 5.04 of the Loan Agreement.

ARTICLE VII

NEGATIVE COVENANTS

Each of the Borrower and each other Obligated Group Member covenants and agrees that it will comply, and will cause other Obligated Group Member to comply, with the following negative covenants until the date on which no amount is due or owing to the Purchaser under this Agreement, the Bonds or any other Related Document, unless the Purchaser shall otherwise consent in writing:

Section 7.01. Amendments. Neither the Borrower nor any other Obligated Group Member shall amend, modify or supplement, nor agree to any amendment or modification of, deviation from, or supplement to, any of the Related Documents provided, however, that this Section shall not prohibit the execution and delivery of any supplements to the Master Indenture providing for the issuance of any additional Master Indenture Obligations to secure any other bonds, notes, obligations, debentures, reimbursement agreements, loan agreements, Financial Products Agreements (as defined in the Master Indenture) or leases, subject to compliance with the Master Indenture, so long as such supplements do not amend the Master Indenture.

Section 7.02. Preservation of Existence, Ownership, Etc. The Borrower and each other Obligated Group Member shall not (a) dissolve nor shall it sell, lease, assign, transfer or otherwise dispose of all or substantially all of its Property or (b) consolidate or merge with or into any other Person or permit one or more other Persons to consolidate with or merge into it or acquire all or substantially all of the Property of any other Person.

Section 7.03. Change of Corporate Name, State of Incorporation or Location. Neither the Borrower nor any other Obligated Group Member shall (a) change its name as it appears in official filings in the state of its incorporation or other organization, (b) change its chief executive office or principal place of business, or the location of its records concerning the Gross Revenues, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its state of incorporation or other organization, or (e) change its state of

incorporation or organization or incorporate or organize in any additional jurisdictions, in each case without at least ninety (90) days prior written notice to the Purchaser and after the Purchaser's written acknowledgment that any reasonable action requested by the Purchaser in connection therewith, including to continue the perfection of any Liens in favor of the Purchaser or the Master Trustee in the Gross Revenues has been completed or taken, and provided that any such new location shall be in the continental United States of America.

Section 7.04. Business. Neither the Borrower nor any other Obligated Group Member shall engage in any business other than the business in which it is currently engaged or a business reasonably related thereto.

Section 7.05. Certain Information. Neither the Borrower nor any other Obligated Group Member shall include in any offering document any information concerning the Purchaser that is not supplied in writing, or otherwise approved, by the Purchaser expressly for inclusion therein.

Section 7.06. Bond Trustee; Paying Agent; Etc. Neither the Borrower nor any other Obligated Group Member shall remove the Bond Trustee or the Paying Agent or appoint a successor to the Bond Trustee or the Paying Agent without the prior written consent of the Purchaser. The Borrower shall provide the Purchaser written notice of any change in the identity of the Bond Trustee or the Paying Agent upon becoming aware of the same. Upon written notice from the Purchaser that the Bond Trustee or the Paying Agent is failing to perform its respective duties in the manner contemplated by the Related Documents, the Borrower shall replace, or cause to be replaced, the Bond Trustee or the Paying Agent, as the case may be, with a successor acceptable to the Purchaser (which consent shall be deemed given with respect to any Affiliate of the Purchaser). If the position of the Bond Trustee or Paying Agent becomes vacant, the Borrower shall promptly appoint a successor which is reasonably acceptable to the Purchaser (which consent shall be deemed given with respect to any Affiliate of the Purchaser). The Borrower shall not appoint a co-trustee, tender agent, authenticating agent or remarketing agent under the Bond Indenture without the prior written consent of the Purchaser.

Section 7.07. Accounting Methods and Fiscal Year. Neither the Borrower nor any other Obligated Group Member will adopt, permit or consent to any material change in accounting practices other than as required by GAAP or adopt, permit or consent to any change in its Fiscal Year.

Section 7.08. Exempt Status. Neither the Borrower nor any other Obligated Group Member shall take any action or omit to take any action that, if taken or omitted, would cause any revocation or adverse modification of its federal income tax-exempt status or which would adversely affect the excludability of interest on the Bonds from the gross income of the Owners thereof for purposes of federal income taxation under the Code.

Section 7.09. Optional Redemption or Prepayment or Conversion; Defeasance. Neither the Borrower nor any other Obligated Group Member shall:

(a) permit the optional redemption, prepayment or conversion of any Bonds unless it pays to the Purchaser any Make-Whole Fees that may be due hereunder; or

(b) defease, nor allow the defeasance of, the Bonds without having contemporaneously satisfied all of its obligations hereunder.

Section 7.10. Ratings. The Borrower shall not cause any Obligor Rating to be withdrawn for credit reasons.

Section 7.11. Liens. Neither the Borrower nor any other Obligated Group Member shall permit the any of its Property to be subject to any Liens or other encumbrances other than Permitted Liens.

Section 7.12. Federal Reserve Board Regulations. Neither the Borrower nor any other Obligated Group Member shall (a) use any part of the Bond Proceeds for the purpose of purchasing or carrying any Margin Stock or (b) incur any Indebtedness to be reduced, retired or purchased by the Borrower out of such Bond Proceeds. The Borrower does not own and has no intention of acquiring any Margin Stock.

Section 7.13. Additional Indebtedness. Neither the Borrower nor any other Obligated Group Member shall incur any additional Indebtedness except in accordance with Section 3.12 of the Master Indenture.

Section 7.14. Creation of Affiliates; Loans and Transfers to Affiliates. Neither the Borrower nor any other Obligated Group Member create any Affiliate or loan or transfer any assets to any Affiliate, except as permitted by the Master Indenture.

Section 7.15. Limitation Sale, Lease or Certain Dispositions. Neither the Borrower nor any other Obligated Group Member shall sell, lease or otherwise dispose of any the Property, except as permitted by the Master Indenture.

Section 7.16. Off-Balance Sheet Liabilities. Neither the Borrower nor any other Obligated Group Member will enter into any Off-Balance Sheet Liabilities except in compliance with Applicable Law and except as disclosed in the financial statements of the Borrower delivered to the Purchaser insofar as disclosure therein is required under GAAP.

Section 7.17. Investment Policy. Neither the Borrower nor any other Obligated Group Member shall make any investments in assets covered by its Investment Policy except as permitted by its Investment Policy.

Section 7.18. No Change in Obligated Group. There shall be no change in the other Obligated Group Members except in accordance with the Master Indenture.

ARTICLE VIII

EVENTS OF DEFAULT

Section 8.01. Events of Default. The occurrence of any of the following events (including the expiration of any specified time) shall constitute an “*Event of Default*,” unless waived by the Purchaser in writing:

(a) ***Payments.*** The Borrower shall fail to pay, or cause to be paid, when due (i) any payment of the principal of, interest on or, subject to Section 3.01(c), the Purchase Price of the Bonds or (ii) any other amount owed by the Borrower to the Purchaser pursuant to this Agreement or any of the Related Documents.

(b) ***Covenants.*** The Borrower shall fail to perform or observe any covenant set forth in Sections 6.02, 6.03(a), 6.03(b), 6.03(c), 6.05, 6.08, 6.11, 6.15, 6.16, 6.17, or 6.19 or Article VII.

(c) ***Other Covenants.*** The Borrower shall fail to perform any term, covenant, condition or provision of this Agreement or any of the Related Documents (other than as specified in any other subsection of this Section), which failure continues for thirty days or more.

(d) ***Representations.*** Any representation or warranty made or deemed made by or on behalf of the Borrower in this Agreement, in any Related Document or in any certificate, financial statement or other statement furnished by or on behalf of the Borrower pursuant to this Agreement or any of the Related Documents shall prove to have been inaccurate, misleading or incomplete in any material respect when made or deemed to have been made.

(e) ***Other Documents.*** The occurrence of an Event of Default under any of the Related Documents.

(f) ***Default on Parity and Senior Indebtedness.*** The Borrower shall fail to pay, or cause to be paid, when due any Indebtedness secured by the Gross Revenues which as to priority of payment is on a parity with or senior to the Bonds; or the occurrence of a default by the Borrower under any Contract under or pursuant to which such Indebtedness is incurred or issued and the continuance of such default beyond the period of grace, if any, allowed with respect thereto, which results or could result in any Indebtedness secured by the Gross Revenues which as to priority of payment is on a parity with or senior to the Bonds becoming immediately due and payable.

(g) ***Default on Other Material Debt.*** Except as provided in Section 8.01(f), Default by the Borrower in the payment of any amount when due in respect of any Material Debt; or default by the Borrower or any other Obligated Group Member under any Contract under or pursuant to which such Material Debt is incurred or issued, and continuance of such default beyond the period of grace, if any, allowed with respect

thereto; which results in or could result in such Material Debt becoming immediately due and payable (or, with respect to any Hedge Agreement, which results in such Hedge Agreement being terminated early with Exposure on the date of such termination of at least \$10,000,000).

(h) ***Contest of Validity; Invalidity.***

(i) The Borrower shall in writing claim, or repudiate its obligations under, or initiate any legal proceedings to seek an adjudication that, any of the provisions that provide for the payment of principal of or interest on the Bonds or that establish the pledge of the Gross Revenues is not valid or binding on the Borrower;

(ii) Any court of competent jurisdiction or other Governmental Authority with jurisdiction to rule on the validity of this Agreement or the Related Documents shall find or rule in a final non appealable judgment that any of the provisions that provide for the payment of principal of or interest on the Bonds or that establish the pledge of the Gross Revenues is not valid or binding on the Borrower; or

(iii) Except as provided in clauses (i) and (ii) above, any provision of this Agreement or any of the Related Documents shall cease to be valid and binding or shall be declared null and void; or the Borrower or any Governmental Authority shall contest any such provision; or the Borrower or any agent or trustee on behalf of the Borrower shall deny that it has any further liability under any provision of this Agreement or any of the other Related Documents; or the Borrower shall (A) claim that this Agreement or any of the other Related Documents is not valid or binding on it, (B) repudiate its obligations under this Agreement or any of the other Related Documents, and/or (C) initiate any legal proceedings to seek an adjudication that this Agreement or any of the other Related Documents or the Borrower's obligation to repay any Material Debt is not valid or binding on it.

(iv) ***Judgments.*** Entry of filing of any final, non-appealable judgment or any similar process in an amount in excess of \$1,000,000 against the Borrower or against any of its Property and failure by the Borrower to stay the enforcement of such judgment or other process for a period of 60 days or failure to pay or satisfy the same within 60 days.

(i) ***Event of Insolvency.*** An Event of Insolvency shall have occurred with respect to the Borrower.

(j) ***Validity and Perfection of Liens.*** Any Lien created by this Agreement or any of the Related Documents in favor of the Master Trustee, the Bond Trustee or the Purchaser, at any time and for any reason (except as expressly permitted to be released by the terms of such governing document) shall not constitute a valid and perfected Lien or

shall fail to have the priority required by this Agreement and the Related Documents, or the Borrower shall so assert in writing (it being understood that the failure of the Master Trustee to have a perfected Lien on Gross Revenues that are deposit accounts or other collateral in which a security interest may be perfected solely by “control” shall not constitute an Event of Default.)

(k) ***Downgrade.*** The Obligor Rating assigned by Moody’s or S&P shall, by such rating agency, as applicable, be withdrawn, suspended or reduced below “Baa3” by Moody’s or “BBB-” by S&P.

(l) ***Material Adverse Change.*** The occurrence of a Material Adverse Change.

(m) ***Authorization of Default.*** The adoption of any resolution of the Borrower to authorize any action or event that would constitute an Event of Default.

Section 8.02. Consequences of an Event of Default. If an Event of Default specified in Section 8.01 shall occur, then in addition to any other rights or remedies available to the Bond Trustee or the Purchaser under any of the Related Documents or under Applicable Law, the Purchaser may exercise any one or more of the following rights and remedies:

(a) subject to Section 8.03, by notice to the Borrower, accelerate all of the obligations of the Borrower under this Agreement and the Related Documents (other than the Bonds, which are subject to acceleration as provided in Section 8.02(c) and provided that acceleration of such obligations shall not be construed to mean termination of any Hedge Agreement entered into with respect to the Bonds, which shall be governed by the terms of such Hedge Agreement) whereupon such obligations shall become immediately due and payable without presentment, demand for payment, protest or notice of nonpayment or dishonor, or other notice of any kind or character, all of which are hereby expressly waived, and an action therefor shall immediately accrue; provided that, if any Event of Default described in Section 8.01(i) shall occur, all of the obligations of the Borrower under this Agreement and the Related Documents (including the Bonds but excluding any Hedge Agreement entered into with respect to the Bonds) shall automatically mature and be due and payable on the date of the occurrence of such Event of Default without presentment, demand for payment, protest or notice of any kind to the Borrower or any other Person, all of which are hereby expressly waived; and provided further that acceleration of the Notes shall, in each instance, be subject to the restrictions imposed by the Master Indenture;

(b) (i) apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Project, (ii) either personally or by attorney or agent and without bringing any action or proceeding, or by such a receiver, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under this Agreement or the Related Documents or to enforce performance or observance of any of the obligations of the Borrower under this Agreement and the Related Documents, whether for specific performance of any agreement or covenant of

the Borrower or in aid of the execution of any power granted to the Purchaser in this Agreement or the Related Documents or as otherwise available at law or in equity;

(c) subject to Section 8.03, deliver a notice to the Bond Trustee and the Borrower that an Event of Default has occurred and is continuing and directing the Bond Trustee to cause a mandatory tender or acceleration of the Bonds or take such other remedial action as is provided for in the Bond Indenture;

(d) cure any Default, Event of Default or event of nonperformance under this Agreement or the Related Documents; provided, however, that the Purchaser shall have no obligation to effect such a cure; and

(e) exercise, or cause to be exercised, any and all remedies as it may have under this Agreement or the Related Documents (other than as provided in subsection (b) above) and as otherwise available at law and at equity.

Section 8.03. Special Acceleration Terms for Certain Events of Default. Notwithstanding the provisions of Section 8.02(a) or (c),

(a) solely in the case of an Event of Default under Sections 8.01(a)(i), (c), (e), (f), (g), (h)(i), (h)(ii), or (j), an acceleration pursuant to Section 8.02(a) or the direction of a mandatory tender or an acceleration of the Bonds pursuant to Section 8.02(c) shall not be declared or directed by the Purchaser until seven (7) days after the occurrence of such Event of Default; and

(b) solely in the case of an Event of Default under any other subsection of Sections 8.01(a) other than those specifically enumerated in Section 8.03(a) above, an acceleration pursuant to Section 8.02(a) or the direction of a mandatory tender or an acceleration of the Bonds pursuant to Section 8.02(c) shall require thirty (30) days' prior written notice from the Purchaser to the Borrower.

Notwithstanding the foregoing, if any other holder, credit enhancer or insurer of Indebtedness or any counterparty to any Hedge Agreement related thereto causes any such Indebtedness or other obligations of the Borrower to become immediately due and payable, the Purchaser may immediately, without notice, avail itself of the remedies set forth in Sections 8.02(a) or 8.02(c) above and accelerate all of the obligations of the Borrower under this Agreement, the Bonds and the other Related Documents.

Section 8.04. No Waiver; Remedies. No failure on the part of the Purchaser to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other further exercise of such right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law or which the Purchaser would otherwise have. The rights and remedies of the Purchaser are for the sole and exclusive benefit, use and protection of the Purchaser, and the Purchaser is

entitled, but shall have no duty or obligation to the Issuer, the Borrower, the Obligated Group Members (or any of them), the Bond Trustee, the Master Trustee, or any other Person or otherwise, (i) to exercise or to refrain from exercising any right or remedy reserved to the Purchaser hereunder or under any Related Document, or (ii) to cause the Bond Trustee, the Master Trustee or any other Person to exercise or to refrain from exercising any right or remedy available to it under any of the Related Documents.

Section 8.05. Injunctive Relief. Each of the Borrower and the other Obligated Group Members recognizes that in the event an Event of Default occurs, any remedy of law may prove to be inadequate relief to the Purchaser; therefore, the Borrower and the other Obligated Group Members each agrees that the Purchaser, if the Purchaser so requests, shall be entitled to temporary and permanent relief in any such case.

ARTICLE IX

NATURE OF OBLIGATIONS; INDEMNIFICATION

Section 9.01. Obligations Absolute. The obligations of the Borrower and the other Obligated Group Members under this Agreement shall be absolute, unconditional and irrevocable, and shall not be subject to any right of setoff or counterclaim against the Purchaser or any Owner or any Participant and shall be paid and performed strictly in accordance with the terms of this Agreement, under all circumstances whatsoever, including, without limitation, the following circumstances:

- (a) any lack of validity or enforceability of any of the Related Documents or any other agreement or instrument delivered in connection herewith or therewith;
- (b) any amendment or waiver of any provision of all or any of the Related Documents;
- (c) the existence of any claim, setoff, defense or other rights which the Borrower or any other Obligated Group Member may have at any time against the Master Trustee, the Bond Trustee, the Paying Agent, the Issuer, the Purchaser (other than the defense of payment to the Purchaser in accordance with the terms of this Agreement), any Owner, any Participant or any other Person, whether in connection with this Agreement, the Related Documents or any transaction contemplated hereby or thereby or any unrelated transaction;
- (d) any certificate or any other document presented under this Agreement or the Related Documents proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever; or
- (e) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

Notwithstanding this Section, the Purchaser acknowledges the Borrower and the other Obligated Group Members may have the right to bring a collateral action with respect to one or

more of the foregoing circumstances. The Borrower's payment obligations shall remain in full force and effect pending the final disposition of any such action.

Section 9.02. Liability of the Purchaser. With respect to the Purchaser, each of the Borrower and the other Obligated Group Members assumes any and all risks with respect to the acts or omissions of each of the Issuer, the Bond Trustee and the Paying Agent in connection with this Agreement or any amounts made available by the Purchaser hereunder. Neither the Purchaser nor any of the officers, directors, employees or agents thereof shall be liable or responsible for any of the following: (i) the use that may be made of the Bond Proceeds or any amounts made available by the Purchaser hereunder or for any acts or omissions of the Issuer, the Master Trustee, the Bond Trustee, the Paying Agent, the Borrower and any other Obligated Group Member in connection therewith; (ii) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (iii) payment by the Purchaser against presentation of documents which do not comply with the terms of this Agreement, including failure of any documents to bear any reference or adequate reference to this Agreement; (iv) the solvency of any other Person; or (v) any other circumstances whatsoever in making or failing to make payment under this Agreement or any Related Document, except only that the Borrower and the other Obligated Group Members shall have a claim against the Purchaser, and the Purchaser shall be liable to the Borrower and the Other Obligated Group Members, to the extent, but only to the extent (and without duplication), of any direct, as opposed to consequential, special, indirect or punitive damages (the right to receive consequential, special, indirect or punitive damages being hereby waived by the Borrower and the other Obligated Group Members), suffered by the Borrower, and the other Obligated Group Members, as applicable, which are determined by a final and nonappealable judgment of a duly constituted arbitration panel pursuant to Section 10.06 to be caused by the Purchaser's willful misconduct or gross negligence in connection with the administration of this Agreement. In furtherance and not in limitation of the foregoing, the Purchaser may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary.

Section 9.03. Indemnification.

(a) In addition to any and all other rights of reimbursement, indemnification, subrogation and other similar rights pursuant to the Related Documents or under law or equity, each of the Borrower and the other Obligated Group Members hereby covenants and agrees to defend, indemnify and hold harmless the Purchaser and each Owner or Participant and their respective Affiliates and the officers, directors, employees and agents of the Purchaser and each Owner or Participant and their respective Affiliates (each, an "*Indemnatee*"), jointly and severally, from and against any and all claims, causes of action, judgments, fines, penalties, damages, losses, liabilities and expenses whatsoever (including reasonable attorneys' fees) which may be incurred by an Indemnatee or which may be claimed against an Indemnatee by any Person whatsoever (collectively, the "*Liabilities*") by reason of or directly or indirectly in connection with any of the transactions contemplated by this Agreement and the Related Documents including, without limitation, (a) the execution, delivery or performance or transfer of, or

payment or failure to pay under this Agreement or any Related Document; (b) the issuance, offering, purchase, sale, remarketing or resale of the Bonds; (c) the use of the Bond Proceeds; (d) any security in connection with the offering and sale of the Bonds should have been registered under the Securities Act of 1933, as amended, or any indenture should have been qualified under the Trust Indenture Act of 1939, as amended; (e) the refinancing and refunding, as applicable, of the Refunded Indebtedness (or any portion thereof) was, or is otherwise deemed under any theory or position to have been, improper or otherwise inconsistent with (i) the applicable provisions of the respective bond, loan and security documents pursuant to which such obligations were issued and secured, (ii) the respective disclosure and offering documents, if any, pursuant to which such obligations were initially offered, (iii) the respective purchase and sale documents, if any, pursuant to which such obligations were initially purchased and sold, and/or (iv) applicable law, including without limitation state and/or federal securities laws, whether considered in legal, equitable, administrative or regulatory proceedings, or otherwise; or (f) the untruth or material inaccuracy of any warranty or representation made by the Borrower or any other Obligated Group Member in this Agreement or any Related Document or in any certificate furnished thereunder or the breach or nonperformance by the Borrower or any other Obligated Group Member of any covenant contained in this Agreement or any Related Document or any other Default or Event of Default under this Agreement or any of the Related Documents; provided that the Borrower shall not be required to indemnify an Indemnitee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnitee as determined in a final, non-appealable determination by a duly constituted arbitral panel pursuant to Section 10.06. If any proceeding shall be brought or threatened against an Indemnitee, as a condition of indemnity hereunder such Indemnitee shall promptly notify the Borrower (who shall promptly provide copies of such notice to the other Obligated Group Members) in writing and the Borrower and the other Obligated Group Members, as applicable, shall assume the defense thereof, including the employment of counsel satisfactory to such Indemnitee and the payment of all reasonable costs of litigation. Notwithstanding the preceding sentence, each Indemnitee shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such Indemnitee unless (i) the employment of such counsel shall have been authorized in writing by the Borrower, or (ii) the Borrower, after due notice of the action, shall not have employed counsel satisfactory to such Indemnitee to have charge of such defense, in either of which events the reasonable fees and expenses of counsel for such Indemnitee shall be borne by the Borrower and the other Obligated Group Members, as appropriate. Nothing under this Section is intended to limit the payment obligations of the Borrower or any other Obligated Group Member hereunder or under any Related Documents.

(b) The provisions of this Section shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations, as applicable, of the Borrower and the other Obligated Group Members thereunder and hereunder.

ARTICLE X
MISCELLANEOUS

Section 10.01. Right of Setoff.

(a) Upon the occurrence of an Event of Default, the Purchaser and its Affiliates may, at any time and from time to time, without notice to the Borrower, the Obligated Group Members or any other Person (any such notice being expressly waived), setoff and appropriate and apply, against and on account of, any obligations and liabilities of the Borrower and the other Obligated Group Members to the Purchaser or its Affiliates arising under or connected with this Agreement and the Related Documents, without regard to whether or not the Purchaser shall have made any demand therefor, and although such obligations and liabilities may be contingent or unmatured, any and all deposits (general or special, including, but not limited to, Indebtedness evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other Indebtedness or other payment obligation at any time held or owing by the Purchaser or its Affiliates to or for the credit or the account of the Borrower and the other Obligated Group Members.

(b) The Purchaser agrees promptly to notify the Borrower (who shall promptly provide a copy to the other Obligated Group Members) after any such setoff and application referred to in subsection (a) above, provided that the failure to give such notice shall not affect the validity of such setoff and application. Subject to the provisions of subsection (a) above, the rights of the Purchaser under this Section are in addition to other rights and remedies (including, without limitation, other rights of setoff) which the Purchaser may have.

(c) On June 25, 2004, the Centers for Medicare & Medicaid Services issued Transmittal 213 amending Section 30.2.5 of Pub. 100-4, the Medicare Claims Processing Manual (as supplemented, the “CMS Transmittal”) that requires that in order for Medicare payments (collectively, the “Medicare Payments”) to be sent directly to a bank for deposit in the name of a provider/physician supplier, the depository bank must agree in writing to waive its offset rights against Medicare Payments if such bank also has made loans or other credit facilities available to such provider/physician supplier. In order to enable compliance with the requirements of the CMS Transmittal, the Purchaser hereby agrees to waive all existing and hereafter created statutory, common law and contractual offset rights relating to the Obligations (the “Offset Rights”) against any and all Medicare Payments payable to the Borrower or any other Obligated Group Member and deposited with the Purchaser and/or any Purchaser Affiliate in one or more depository accounts to which Medicare payments are deposited by the payor thereof (each, a “Medicare Depository Account”). Notwithstanding the foregoing, this waiver of Offset Rights will remain in full force and effect only for so long as and only to the extent that the CMS Transmittal or any similar manual provision or law requires that a depository bank with which the Borrower or any other Obligated Group Member also has a financing relationship waives its Offset Rights. If at any future date the CMS

Transmittal is rescinded, replaced, amended or modified or any subsequent Law is enacted or adopted so as to permit a depository bank to retain any aspect of its Offset Rights, this waiver of Offset Rights shall terminate and be null and void as to such aspect, automatically, without further action by the Purchaser or the Borrower or any other Obligated Group Member. This waiver of Offset Rights does not, in any case, extend or apply to, or govern, any consensual Liens granted by the Borrower or any other Obligated Group Member on any Medicare receivables (once such Medicare receivables are transferred from a Medicare Depository Account), receipts or revenues, any general revenue pledge, any deposit accounts, and/or any proceeds of any of the foregoing, as security and collateral for any obligations, Indebtedness or liabilities under or in connection with the Related Documents, nor shall this waiver of Offset Rights prevent, limit, preclude or prohibit the Bond Trustee, the Master Trustee, the Purchaser or any Purchaser Affiliate from exercising and/or enforcing any such consensual Liens in accordance with applicable laws. In addition, the foregoing waiver of Offset Rights shall not prevent, limit, preclude or prohibit the Purchaser or any Purchaser Affiliate from assessing, imposing, collecting or debiting any depository account for customary bank charges and fees associated with the opening, maintenance and administration of any depository account. Each of the Borrower and the other Obligated Group Members specifically agrees that the Purchaser or any Purchaser Affiliate may assess, impose, collect or debit the Medicare Depository Account for customary bank charges and fees associated with the opening, maintenance and administration of the Medicare Depository Account. Each of the Purchaser and the other Obligated Group Members and the Borrower acknowledge and agree that this waiver of Offset Rights applies to Medicare Depository Accounts and to no other deposit account now or hereafter established or maintained with the Purchaser or any Purchaser Affiliate, including any operating account or other deposit account into which funds from any Medicare Depository Account may be transferred by or at the direction of the Borrower or any other Obligated Group Member, as applicable.

Section 10.02. Amendments and Waivers. No amendment or waiver of any provision of this Agreement or consent to any departure by the Borrower or any other Obligated Group Member from any such provision shall in any event be effective unless the same shall be in writing and signed by the Purchaser. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the event any agreement contained in this Agreement should be breached by the Borrower or any other Obligated Group Member and thereafter waived by the Purchaser, such waiver shall be limited to the particular breach so waived for the specific period set out in such waiver and such waiver shall not constitute a waiver of such breach for any other period and shall not waive any other or similar breach hereunder.

Section 10.03. Counterparts. This Agreement may be signed in any number of counterpart copies (and by different parties on different counterparts), each of which shall constitute an original but all such copies shall constitute one and the same instrument.

Section 10.04. Treatment of Certain Information Confidential. The Purchaser agrees to maintain the confidentiality of the Information (as defined below), except that Information

may be disclosed (a) to its Affiliates (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential and the Purchaser will be responsible for violations of such instructions by its Affiliates), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Affiliates (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Related Document or any action or proceeding relating to this Agreement or any other Related Documents or the enforcement of rights hereunder or thereunder in each case following the occurrence of an Event of Default, (f) subject to an agreement containing provisions substantially the same as those of this Section, to any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement, (g) on a confidential basis to the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder, (h) with the consent of the Borrower or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Purchaser or any of its Affiliates on a nonconfidential basis from a source other than the Borrower or any of its Affiliates. For purposes of this Section, “Information” means all information received from the Borrower relating to the Obligated Group or its Affiliates or any of their respective businesses, other than any such information that is available to the Purchaser on a nonconfidential basis prior to disclosure by the Borrower, provided that, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 10.05. Notices. All notices, requests, demands, directions and other communications (collectively “*notices*”) under the provisions of this Agreement shall be in writing (including facsimile communication), unless otherwise expressly permitted hereunder, and shall be properly addressed and sent by registered or certified mail or by express courier for next Business Day delivery and shall be deemed received as follows: (a) if by registered or certified mail, five (5) days after mailing; (b) if by express courier, on the next Business Day; and (c) if by facsimile, when confirmation of transmission is obtained if prior to 5:00 p.m. local time on a Business Day, and otherwise, on the next Business Day; provided that service of a notice prescribed by any Applicable Law shall be considered complete when the requirements of such Applicable Law are met. Notices by electronic mail (e mail) shall not constitute notice under this Agreement and are only to be used in addition to notice given as prescribed under subsections (a), (b) or (c) of this Section. All notices shall be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other party hereto and the Bond Trustee and Master Trustee:

[REDACTED]

The Purchaser may in its sole discretion rely on any notice (including telephone communication or e mail communication) purportedly made by or on behalf of the Borrower, any other Obligated Group Member, the Master Trustee, or the Bond Trustee, but it shall have no duty to accept any notice not given as prescribed in this Section and shall have no duty to verify the identity or authority of the Person giving such notice, unless such actions or omissions would amount to gross negligence or intentional misconduct.

Section 10.06. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 10.07. Arbitration.

(a) ***Binding Arbitration.*** The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys and other agents), whether in tort, contract or otherwise in any way arising out of or relating to this Agreement including, without limitation, (i) any credit subject hereto, or any of the Related Documents, and their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; and (ii) requests for additional credit.

(b) ***Governing Rules.*** Any arbitration proceeding will (i) proceed in a location in the State selected by the American Arbitration Association (“AAA”); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA’s commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA’s optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the “*Rules*”). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(c) ***No Waiver of Provisional Remedies, Self-Help and Foreclosure.*** The arbitration requirement does not limit the right of any party to (i) foreclose against real or

personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in clauses (i), (ii) and (iii) of this subsection.

(d) ***Arbitrator Qualifications and Powers.*** Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Any arbitrator appointed to serve in the arbitration shall be a neutral practicing attorney licensed in the State or a neutral retired member of the State or federal judiciary, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) shall resolve all disputes in accordance with the substantive law of the State and may grant any remedy or relief that a court of such state could order or grant within the scope hereof together with such ancillary relief as the arbitrator(s) deem necessary to make effective any award. The arbitrator(s) shall also have the power to award recovery of all costs and fees, including attorneys' fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable State rules of civil procedure, the Rules or other Applicable Law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) ***Discovery.*** In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator(s) upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) ***Class Proceedings and Consolidations.*** No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who

have executed any Related Document, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) ***Payment of Arbitration Costs And Fees.*** The arbitrator shall award all costs and expenses of the arbitration proceeding.

(h) ***Miscellaneous.*** To the maximum extent practicable, the AAA, the arbitrator(s) and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures required in the ordinary course of its business or by Applicable Law. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to this Agreement or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of this Agreement or any of the Related Documents or any relationship between the parties.

Section 10.08. Governing Law; Consent To Jurisdiction; Waiver Of Jury Trial.

(a) ***Governing Law.*** THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND TOGETHER WITH ANY DISPUTES OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OREGON AND APPLICABLE FEDERAL LAW, WITHOUT REGARD TO CHOICE OF LAW RULES.

(b) ***Consent to Jurisdiction.*** IN THE EVENT THAT A DISPUTE IS NOT SUBMITTED TO ARBITRATION AS PROVIDED FOR IN SECTION 10.07 FOR ANY REASON, BUT BECOMES THE SUBJECT OF A JUDICIAL ACTION, EACH PARTY HERETO CONSENTS TO AND SUBMITS TO IN PERSONAM JURISDICTION AND VENUE IN THE STATE AND IN THE FEDERAL DISTRICT COURTS WHICH ARE LOCATED IN THE STATE. EACH PARTY ASSERTS THAT IT HAS PURPOSEFULLY AVAILED ITSELF OF THE BENEFITS OF THE LAWS OF THE STATE AND WAIVES ANY OBJECTION TO IN PERSONAM JURISDICTION ON THE GROUNDS OF MINIMUM CONTACTS, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY PLEA OF FORUM NON CONVENIENS. THIS CONSENT TO AND SUBMISSION TO JURISDICTION IS WITH REGARD TO ANY ACTION RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY'S ACTIONS TOOK PLACE IN THE STATE OR ELSEWHERE IN THE UNITED STATES OF AMERICA, THIS SUBMISSION TO JURISDICTION IS NONEXCLUSIVE, AND DOES NOT PRECLUDE EITHER PARTY FROM OBTAINING JURISDICTION OVER THE OTHER IN ANY COURT OTHERWISE HAVING JURISDICTION.

(c) ***Waiver of Jury Trial.*** IN THE EVENT THAT A DISPUTE IS NOT SUBMITTED TO ARBITRATION AS PROVIDED FOR IN SECTION 10.07 FOR ANY REASON, BUT BECOMES THE SUBJECT OF A JUDICIAL ACTION, EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE RELATED DOCUMENTS. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER OF A JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PURCHASER TO PURCHASE THE BONDS AND THAT THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE BORROWER AND THE PURCHASER IS MADE IN RELIANCE UPON SUCH WAIVER. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT SUCH WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE FOLLOWING CONSULTATION WITH ITS RESPECTIVE LEGAL COUNSEL.

(d) The covenants and waivers made pursuant to this Section shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement.

Nothing in this Section shall affect the right of the Purchaser to serve legal process in any other manner permitted by Law or affect the right of the Purchaser to bring any suit, action or proceeding against the Borrower or its Property in the courts of any other jurisdiction.

Section 10.09. Successors and Assigns.

(a) ***Generally.*** This Agreement is a continuing obligation and shall be binding upon the Borrower and the other Obligated Group Members, its and their respective successors, transferees and assigns and shall inure to the benefit of the Purchaser and each Transferee and their respective permitted successors, transferees and assigns. Neither the Borrower nor any other Obligated Group Members may assign or otherwise transfer any of its or their respective rights or obligations hereunder without the prior written consent of the Purchaser. The Purchaser and each Transferee may, in its sole discretion and in accordance with Applicable Law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Bonds and the other Related Documents in accordance with the provisions of subsections (c) or (d) below. The Purchaser and each Transferee may at any time and from time to time pledge or assign a certain security interest in accordance with the provisions of subsection (e) below and enter into participation agreements in accordance with the provisions of subsection (f) below.

(b) ***Designation of Purchaser.*** Wells Fargo Municipal Capital Strategies, LLC shall be the Purchaser hereunder until such time as the Majority Bondholder designates an alternate Person to serve as the Purchaser hereunder by delivery of written notice to the Borrower (who shall promptly provide a copy of such notice to the other Obligated Group Members) and the Bond Trustee and such Person accepts and agrees to act as the Purchaser hereunder and under the Related Documents. The Majority Bondholder may so designate an alternate Person to act as the Purchaser from time to

time. Upon acceptance and notification thereof to the Borrower (on behalf of itself and the other Obligated Group Members) and the Bond Trustee, the successor to the Purchaser for such purposes shall thereupon succeed to and become vested with all of the rights, powers, privileges and responsibilities of the Purchaser, and Wells Fargo Municipal Capital Strategies, LLC or any other Person being replaced as the Purchaser shall be discharged from its duties and obligations as the Purchaser hereunder. During the term of this Agreement, one Person shall be designated as the Purchaser hereunder and the Borrower and the other Obligated Group Members may make all payments and render all performance under this Agreement to the Purchaser so designated, and the Borrower and the other Obligated Group Members shall not be required to make payments to or comply with the instructions of any other Owner.

(c) ***Sales and Transfers to a Bank Transferee.*** Without limitation of the foregoing generality, the Purchaser may at any time sell or otherwise transfer to one or more transferees all or a portion of the Bonds to a Person that is (i) an Affiliate of the Purchaser or (ii) a trust or other custodial arrangement established by the Purchaser or an Affiliate of the Purchaser, the owners of any beneficial interest in which are limited to Qualified Institutional Buyers (each, a “*Bank Transferee*”). From and after the date of such sale or transfer, Wells Fargo Municipal Capital Strategies, LLC (and its successors) shall continue to have all of the rights of the Purchaser hereunder and under the Related Documents as if no such transfer or sale had occurred; provided, however, that (A) no such sale or transfer referred to in clause (i) or (ii) of this subsection shall in any way affect the obligations of the Purchaser hereunder, (B) the Borrower, the other Obligated Group Members and the Bond Trustee shall be required to deal only with the Purchaser with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (i) or (ii) of this subsection, only the Purchaser shall be entitled to enforce the provisions of this Agreement against the Borrower and the other Obligated Group Members.

(d) ***Sales and Transfers to a Non-Bank Transferee.*** (i) Without limitation of the foregoing generality, the Purchaser or any Owner may at any time sell or otherwise transfer to one or more transferees which are not Bank Transferees but each of which constitutes a Qualified Institutional Buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer pursuant to this subsection (d), of not less than \$5,000,000,000 (each a “*Non-Bank Transferee*”) all or a portion of the Bonds if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Bank Transferee, together with addresses and related information with respect to the Non-Bank Transferee, shall have been given to the Borrower (who shall promptly provide a copy of such notice to the other Obligated Group Members), the Bond Trustee and the Purchaser (if the Purchaser is not the Owner) by such selling Owner and Non-Bank Transferee, and (B) the Non-Bank Transferee shall have delivered to the Borrower (who shall promptly provide a copy of such notice to the other Obligated Group Members), the Bond Trustee and the selling Owner, an investment letter in substantially the form attached as Exhibit F to the Bond Indenture (the “*Investor Letter*”).

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

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

(f) ***Participations.*** The Purchaser shall have the right to grant participations in all or a portion of the Purchaser's interest in this Agreement, the Bonds and the other Related Documents to one or more other banking institutions, and such participants shall, except as set forth in the clause (ii) of this subsection, be entitled to the benefits of the this Agreement and the Related Documents to the same extent as if they were a direct party to this Agreement; provided, however, that (i) no such participation by any such Participant shall in any way affect the obligations of the Purchaser hereunder and (ii) the Issuer, the Bond Trustee, the Borrower and the other Obligated Group Members shall be required to deal only with the Purchaser with respect to any matters under this Agreement and the Related Documents and no such Participant shall be entitled to enforce against the Borrower or any other Obligated Group Member any provision hereunder.

Section 10.10. Complete and Controlling Agreement. This Agreement and the Related Documents completely set forth the agreements among the Purchaser and the Borrower and fully supersede all prior agreements, both written and oral, between the Purchaser and the Borrower and the other Obligated Group Members relating to all matters set forth herein and in the Related Documents.

Section 10.11. Patriot Act. The Purchaser hereby notifies the Borrower and the other Obligated Group Members that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Borrower and the other Member of the Obligated Group, which information includes the names and addresses of the Borrower and the other Obligated Group Members and other information that will allow the Purchaser to identify the Borrower and the other Obligated Group Members in accordance with the Patriot Act. Each of the Borrower and the other Obligated Group Members hereby agrees that it shall promptly provide such information upon request by the Purchaser.

Section 10.12. No Advisory or Fiduciary Responsibility. In connection with all aspects of the transactions contemplated by this Agreement and the Related Documents (including in connection with any amendment, waiver or other modification of this Agreement or of any Related Document), each of the Borrower and the other Obligated Group Members acknowledges and agrees that: (a)(i) any arranging, structuring and other services regarding this Agreement and the Related Documents provided by the Purchaser or any Affiliate of the Purchaser are arm's length commercial transactions between the Borrower and the other Obligated Group Members on the one hand, and the Purchaser and any Affiliate of the Purchaser on the other hand, (ii) each of the Borrower and the other Obligated Group Members has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) each of the Borrower and the other Obligated Group Members is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and the Related Documents; (b)(i) the Purchaser and each Affiliate of the Purchaser is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, the other Obligated Group Members or any other Person and (ii) neither the Purchaser nor any Affiliate of the Purchaser has any obligation to the Borrower or the other Obligated Group Members with respect to the transactions contemplated by this Agreement and the Related Documents, except those obligations expressly set forth herein; and (c) the Purchaser and each Affiliate of the Purchaser may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, and neither the Purchaser nor any Affiliate of the Purchaser has any obligation to disclose any of such interests to the Borrower or the other Obligated Group Members. To the fullest extent permitted by Applicable Laws, each of the Borrower and each of the other Obligated Group Members hereby waives and releases any claims that it may have against the Purchaser and each Affiliate of the Purchaser with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of the transactions contemplated by this Agreement and the Related Documents.

Section 10.13. Payment Set Aside. To the extent that the Purchaser or any Owner receives any payment from or on behalf of the Borrower or the other Obligated Group Members, or the Purchaser exercises its right of setoff, which payment or setoff amount or any part thereof is subsequently invalidated, declared to constitute a fraudulent conveyance or preferential transfer, set aside, or required to be repaid (including pursuant to any settlement entered into by the Purchaser or any Owner in its discretion) to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause (collectively, "*Set Aside*"); then, to the extent of any such Set Aside, the obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or setoff amount had not been received by the Purchaser or such Owner.

Section 10.14. Contractual Interpretation. The parties acknowledge that they have read and fully understand the terms of this Agreement, have consulted with such attorneys, accountants, advisors, or other professionals as they have deemed appropriate prior to executing this Agreement with adequate opportunity and time for review thereof, and are fully aware of its contents and of its legal effect. Accordingly, neither this Agreement nor any ambiguity herein shall be construed against any party on the grounds that such party drafted this Agreement and instead, this Agreement shall be interpreted as though drafted equally by all parties.

Section 10.15. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts”, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 10.16. Acknowledgement and Appointment as the Calculation Agent. Wells Fargo Bank, National Association hereby acknowledges and accepts its appointment as Calculation Agent during the initial Direct Purchase Period pursuant to the Bond Indenture and acknowledges, accepts and agrees to all the duties and obligations of the Calculation Agent set forth in the Bond Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Continuing Covenant Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

LEGACY HEALTH,
an Oregon nonprofit corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Signatures continued on following page]

[Signature page to Continuing Covenant Agreement]

**LEGACY EMANUAL HOSPITAL & HEALTH
CENTER,**

an Oregon nonprofit corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Signature page to Continuing Covenant Agreement]

**LEGACY GOOD SAMARITAN HOSPITAL
AND MEDICAL CENTER,**
an Oregon nonprofit corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Signature page to Continuing Covenant Agreement]

LEGACY MERIDIAN PARK HOSPITAL,
an Oregon nonprofit corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Signature page to Continuing Covenant Agreement]

**LEGACY MOUNT HOOD MEDICAL
CENTER,**

an Oregon nonprofit corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Signature page to Continuing Covenant Agreement]

LEGACY VISITING NURSE ASSOCIATION,
an Oregon nonprofit corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Signature page to Continuing Covenant Agreement]

LEGACY SALMON CREEK HOSPITAL,
a Washington nonprofit corporation,

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Signature page to Continuing Covenant Agreement]

**WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC**

By: _____
[REDACTED]

EXHIBIT A

FORM OF COMPLIANCE CERTIFICATE

The undersigned, [chief financial officer] of the Legacy Health, an Oregon nonprofit corporation (the “*Borrower*”), on behalf of itself and the other Obligated Group Members, hereby certifies as follows to Wells Fargo Municipal Capital Strategies, LLC (the “*Purchaser*”), with reference to that certain Continuing Covenant Agreement dated as of June 1, 2014 (the “*Agreement*”), among the Borrower, the other Obligated Group Members and the Purchaser (any capitalized terms used herein and not defined shall have its respective meaning as set forth in the Agreement):

a) Pursuant to Section 6.02 of the Agreement, the Borrower and each of the other Obligated Group Members have kept proper books of record and account in which full, true and correct entries have been made of all dealings or transactions of or in relation to the business and affairs on a consolidated or combined basis in accordance with generally accepted accounting principles consistently applied.

b) Under the supervision of the undersigned, the Obligated Group Members have made a review of their activities during the preceding [quarterly][annual] period for the purpose of determining whether or not the Obligated Group Members have complied with all of the terms, provisions and conditions of the Agreement and the Related Documents.

c) To the best of the knowledge of the undersigned, [none of] [specify] the Obligated Group Members [are][are not] in Default in the performance or observance of any of the terms, covenants, provisions or conditions of the Agreement or any of the Related Documents, [if in Default, specify each such Default, the nature and status thereof and any remedial steps taken or proposed to correct each such Default.]

d) Attached as the Schedule to this Certificate are the detailed computations and supporting evidence necessary to determine whether the Borrowers are in compliance with financial covenants described in Article VI of the Agreement as of the applicable Reporting Date (as defined below) and such other information as requested by the Purchaser pursuant to Section 6.02 of the Agreement.

e) The [unaudited][audited] financial statements and the other financial information submitted herewith in accordance with Section 6.02[a][b] of the Agreement furnished to the Purchaser and with this Certificate fairly present the consolidated and consolidating financial condition and results of operations of the Obligated Group Members and all Affiliates as of the fiscal [year][quarter] ending _____, ____ (the “*Reporting Date*”) and such financial statements have been prepared in accordance with the accounting procedures specified in the Reimbursement Agreement.

The undersigned, [chief financial officer] of the Borrower and on behalf of the Obligated Group Members, certifies the calculations made and the information provided herewith are derived from the books and records of the Borrower and the Obligated Group Members and each

matter contained herein correctly reflects those books and records. All amounts and calculations set forth in this Certificate are accurate and complete in all respects and are made in accordance with the Agreement.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Certificate as of the _____ day of _____, _____.

LEGACY HEALTH, an Oregon nonprofit corporation, in its own capacity and on behalf of the other Obligated Group Members

By: _____

Name: _____

Title: _____

**Schedule to
Covenant Compliance Certificate**

[Annual][Quarterly] Period Ending _____, ____

Historical Debt Service Coverage Ratio (Section 6.17(a))

Income Available for Debt Service ¹

Based on the 12-month period ending as of [Date], for the Credit Group.

Revenues in excess of (less than) expenses	\$_____
Plus:	
Depreciation of operating and non-operating facilities	_____
Unrealized (gains) losses on investments and swaps	_____
Interest and amortization	_____
Income available for debt service	_____

Debt Service Requirements	\$_____
---------------------------	---------

Historical Debt Service Coverage Ratio	_____x
Historical Debt Service Coverage Ratio Required (Minimum)	1.25x

Days Cash on Hand (Section 6.17 (b)) ¹

Cash & cash equivalents	\$_____
Short term investments	_____
Investments – assets limited as to use	_____
Noncurrent investments	_____
Total cash, cash equivalents and investments	_____
Less restricted cash, cash equivalents and investments	_____
Available cash on hand	_____
Total operating expense	_____
Less Depreciation and amortization	_____
Daily operating expense	\$_____
Days Cash on Hand	_____ Days
Covenant (Minimum)	80 Days

Moody's & S&P Ratings (Section 6.17 (d))

Ratings:

Moody's _____

S&P _____

If less than A3 or A-, respectively, then compliance with Capitalization Ratio at each FYE is required.²

Capitalization Ratio (Section 6.17 (c)) ²

Total Debt

Outstanding Long-Term Indebtedness ¹ \$ _____

Outstanding Short-Term Indebtedness ¹ _____

\$ _____

Capitalization

Unrestricted Net Assets ¹ \$ _____

Total Debt _____

\$ _____

Capitalization Ratio

Covenant (Maximum)

_____**x**

0.65x

¹ As defined in the Master Indenture

² Springing covenant only measured as of the end of the first Fiscal Year following the downgrading of one of the Borrower's Obligor Rating to below A3/A- by Moody's or S&P, respectively

EXHIBIT B

MAKE-WHOLE FEE CALCULATION

[REDACTED]