
CONTINUING COVENANTS AGREEMENT

Dated as of December 1, 2012

between

NORTH CAROLINA BAPTIST HOSPITAL

and

JPMORGAN CHASE BANK, N.A.

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CONTINUING COVENANTS AGREEMENT

This CONTINUING COVENANTS AGREEMENT, dated as of December 1, 2012 (this "Agreement"), is between JPMORGAN CHASE BANK, N.A., (the "Bank") and NORTH CAROLINA BAPTIST HOSPITAL, a North Carolina non-profit corporation (the "Borrower").

WHEREAS, the North Carolina Medical Care Commission, a commission of the Department of Health and Human Services of the State of North Carolina (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Bond Trustee") have entered into a Trust Agreement, dated as of December 1, 2012 (the "Trust Agreement"), pursuant to which the Issuer will issue up to \$80,000,000 of its Health Care Facilities Revenue Bonds (Wake Forest Baptist Obligated Group), Series 2012D (the "Bonds"); and

WHEREAS, pursuant to the Contract of Purchase, dated December 13, 2012 (the "Purchase Contract"), the Bank has agreed to purchase the Bonds; and

WHEREAS, in connection with the issuance of the Bonds, the Issuer and the Borrower have entered into a Loan Agreement dated as of December 1, 2012 (the "Loan Agreement"), pursuant to which the Issuer loaned the proceeds of the Bonds to the Borrower and the Borrower agreed to make payments in such amounts and at such times as are sufficient to pay, when due, the principal or tender price of, redemption premium, if any, and interest on the Bonds; and

WHEREAS, in order to secure the above-described payments, the Borrower has issued to the Issuer its Obligation No. 15, dated December 13, 2012 (the "Bond Obligation"), pursuant to the Master Trust Indenture, dated as of March 1, 2010 (the "Original Master Trust Indenture") and, as supplemented, including as supplemented pursuant to the Joinder Agreements, each dated as of March 1, 2011, pursuant to which Wake Forest University Baptist Medical Center, a North Carolina non-profit corporation ("WFBMC") and Wake Forest University Health Sciences, a North Carolina non-profit corporation (collectively with the Borrower and WFBMC, the "Obligated Group") were admitted to the Obligated Group established under the Master Trust Indenture, the "Master Trust Indenture", between the Borrower and The Bank of New York Mellon Trust Company, N.A., as master trustee (in such capacity, the "Master Trustee"), as supplemented by Supplemental Master Indenture for Obligation No. 15, dated as of December 1, 2012 between the Obligated Group and the Master Trustee; and

WHEREAS, the Issuer has assigned and pledged to the Bond Trustee as security for the Bonds, all of its interest in the Loan Agreement and the Bond Obligation (except for certain reserved rights); and

WHEREAS, by purchasing the Bonds, the Bank has agreed that it shall be deemed to make a taxable loan (the "Taxable Take-Out Loan") to the Borrower in the following amounts under the following circumstances:

- (1) if the Bonds are required to be tendered for purchase at the direction of the Majority Bank Holders as described in Trust Agreement hereof and sufficient

remarketing proceeds are not available to purchase the Bonds when so tendered, in an amount equal to the purchase price of the Bond;

- (2) if a Determination of Taxability as defined in Exhibit E to the Trust Agreement shall have occurred, in an amount equal to the principal of and accrued interest on the Bonds; or
- (3) in an amount equal to the principal of and accrued interest on the Bonds if (i) an Event of Default under the Trust Agreement shall have occurred, (ii) the Majority Bank Holders direct the Bond Trustee to accelerate the Bonds and (iii) the Majority Bank Holders notify the Bond Trustee, the Issuer and the Borrower in writing that the Bonds will be repaid with the Taxable Take-Out Loan,

and as evidence of its obligations to repay the Taxable Take-Out Loan, the Borrower has executed and delivered to the Bank its Obligation No. 16, dated December 13, 2012 (the "Taxable Loan Obligation") and together with the Bond Obligation, the "2012 Obligations" and the 2012 Obligations shall be referred to herein collectively with the Trust Agreement, the Master Trust Indenture, the Loan Agreement and this Agreement as the "Financing Documents"), which the Borrower has issued pursuant to the Original Master Trust Indenture as supplemented by Supplemental Master Indenture for Obligation No. 16, dated as of December 1, 2012 between the Obligated Group and the Master Trustee; and

WHEREAS, as an inducement to the Bank to purchase the Bonds, the Borrower has agreed to certain covenants supplemental to the covenants in the Master Trust Indenture and the Loan Agreement and desire to enter into this Agreement to set forth certain representations, covenants and agreements relating to the Borrower;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the parties to this Agreement covenant and agree as follows.

SECTION 1. Definitions. The following terms, as used in this Agreement, shall have the following meanings:

"Bank Tender Date" means any date on which the Bonds are subject to mandatory tender for purchase pursuant to the terms of the Trust Agreement.

"Initial Bank Tender Date" means December 13, 2019.

"Material Adverse Effect" means a material adverse effect on the operations, business, Property or condition (financial or otherwise) of the Borrower or other Obligated Group Member, as the case may be, taken as a whole.

"Potential Default" means an event or condition which, but for the lapse of time or the giving of notice, or both, would constitute an Event of Default.

"Purchase Request" a written request of the Borrower, substantially in the form of Exhibit A hereto, that the Bank purchase a portion of the Bonds in the amount set forth in such request.

"Responsible Officer" means any one of the President, Senior Executive Vice President, Treasurer or Chief Financial Officer of the Borrower, or such person confirmed in writing as their designee.

Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings ascribed to such words or terms in the Master Trust Indenture, the Loan Agreement or the Trust Agreement, as applicable.

SECTION 2. Purchase of the Bonds; Agreement to Document Terms; Taxable Take-Out Loan. (a) Upon the terms and conditions and in reliance on the representations, warranties and agreements set forth herein and in the Financing Documents, the Bank hereby agrees to purchase all, but not less than all, of the Bonds upon satisfaction of the conditions set forth herein. Pursuant to Section 4.03 of the Loan Agreement and Sections 502 and 504 of the Trust Agreement, the Borrower shall from time to time submit requisitions, substantially in the form of Exhibit A hereto, to the Bond Trustee in an aggregate amount not to exceed \$80,000,000. Upon requisition of the Borrower by means of one or more Purchase Requests submitted to the Bank, the Bank shall purchase the amount of the Bonds set forth in such Purchase Request; provided that no Event of Default exists under the Financing Documents at the time of such request. Purchase Requests may be submitted to the Bank for a period up to and including December 13, 2014; provided, however, that Purchase Requests may be submitted to the Bank no more than twice per month. The Bank shall within two (2) Business Days of its receipt of a copy of a Purchase Request pay to the Bond Trustee the amount indicated thereon, and each such payment shall be deemed to be, and shall be, an installment payment of the purchase price of the principal advanced on the Bonds. Such payments shall be made in such manner, until the sum of the aggregate installment purchase price payments made hereunder and pursuant to the Contract of Purchase equals \$80,000,000. At such time the Bank's obligation to purchase the Bonds pursuant to this Agreement and the Contract of Purchase shall be fully discharged.

(b) The Bank shall be deemed to make the Taxable Take-Out Loan to the Borrower in the following amounts under the following circumstances:

- (1) if the Bonds are required to be tendered for purchase at the direction of the Majority Bank Holders as described in Trust Agreement hereof and sufficient remarketing proceeds are not available to purchase the Bonds when so tendered, in an amount equal to the purchase price of the Bond;
- (2) if a Determination of Taxability as defined in Exhibit E to the Trust Agreement shall have occurred, in an amount equal to the principal of and accrued interest on the Bonds; or
- (3) in an amount equal to the principal of and accrued interest on the Bonds if (i) an Event of Default under the Trust Agreement shall have occurred, (ii) the Majority Bank Holders direct the Bond Trustee to accelerate the Bonds and (iii) the

Majority Bank Holders notify the Bond Trustee, the Issuer and the Borrower in writing that the Bonds will be repaid with the Taxable Take-Out Loan,

and as evidence of its obligations to repay the Taxable Take-Out Loan, the Borrower has executed and delivered to the Bank the Taxable Loan Obligation. Upon making of the Taxable Take-Out Loan, the Bank shall surrender the Bonds to the Bond Trustee for cancellation.

(c) The Bank hereby agrees to the terms and provisions of the Trust Agreement and the 2012 Obligations.

SECTION 3. Representations and Warranties. In order to induce the Bank to execute and deliver this Agreement and to purchase the Bonds, the Borrower represents and warrants to the Bank that, as of the date hereof:

(a) Existence. It is a corporation, duly incorporated, organized, existing and in good standing under the laws of the State of North Carolina, and is exempt from Federal income taxation under Section 501(c)(3) of the Code. It has all requisite corporate power and authority and all necessary permits, licenses, certifications and qualifications presently required to own and operate its property and to carry on its business as now conducted.

(b) Authorization, No Conflict. Its execution, delivery and performance of this Agreement and the Financing Documents to which it is a party (i) have been duly authorized by all necessary corporate action by it, and (ii) do not contravene its charter or by-laws of or any material law, rule, regulation, decree, order or judgment applicable to it or any material indenture, mortgage, instrument, contract, agreement or restriction binding on or affecting it or any of its assets, or result in the creation of any Lien upon any of its assets other than as provided by the Master Trust Indenture.

(c) Governmental Authorizations and Other Approvals. It has all governmental and other authorizations, approvals, consents, permits, licenses, certifications and qualifications, and has complied in all material respects with all applicable requirements of the United States, the State and other jurisdictions where it conducts business or owns property, to conduct its businesses as it is presently conducted and to own and operate its facilities as the same are presently being operated. No authorization, approval or other action by, and no notice to or filing with, any governmental authority, regulatory body or court is required for its due execution, delivery and performance of this Agreement and the Financing Documents, except such as have been obtained on or before the date of execution and delivery of this Agreement.

(d) Validity and Binding Effect. This Agreement and the Financing Documents to which it is a party have been duly and validly executed and delivered by it and are its legal, valid and binding obligations, enforceable against it in accordance with their terms, subject to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally.

(e) No Litigation. There are no actions, suits, proceedings or investigations pending, or, to its knowledge, threatened against or affecting it before any court, administrative or governmental body, or arbitrator which might materially and adversely affect its business, operations, assets, or financial condition, its ability to perform its obligations under this Agreement and the Financing Documents, or the validity or enforceability of this Agreement or the Financing Documents.

(f) No Violations. It is not in any material way in noncompliance with, breach of or in default under (i) any applicable law, (ii) the Financing Documents, or (iii) any other credit agreement, indenture, mortgage, agreement or other instrument to which it is a party or otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument.

(g) Financial Information. It has delivered to the Bank true, correct and complete copies of its consolidated audited financial statements for the fiscal year ended June 30, 2011, accompanied by consolidating financial statements as reviewed by its auditors (the "Financial Statements"). The Financial Statements present fairly the financial position of the consolidated group of which it is a member as of the respective date thereof, in conformity with generally accepted accounting principles ("GAAP") consistently applied. Since the date of such Financial Statements there has been no material adverse change in the business, property, earnings or condition (financial or otherwise) of such consolidated group of companies.

(h) Taxes. It has filed or caused to be filed all federal, state and local tax returns required by law to have been filed, has paid or caused to be paid all taxes, assessments and other governmental charges before they have become delinquent (unless the same are being contested in good faith), and has reserved funds or made adequate provision for the payment of all taxes, assessments and other governmental charges accrued but not yet due and payable (or being contested in good faith). It has no knowledge of any material deficiency or assessment in connection with any taxes, assessments or governmental charges with respect to the Obligated Group not provided for on the books of the applicable Obligated Group Member.

(i) Representations in Financing Documents. It hereby makes to the Bank the same representations and warranties, as of the dates made, as are set forth by it in the Financing Documents to which it is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated herein by reference for the benefit of the Bank with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety and were made as of the date hereof. No amendment to such representations and warranties or defined terms made pursuant to any Financing Document after the date hereof shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the prior written consent of the Bank. Each of its representations and warranties of contained in the Financing Documents and the other documents delivered by it in connection therewith are true and correct; it is in material

compliance with all of the covenants contained therein; and no default or event of default exists thereunder.

(j) Security. The Borrower and the Bank intend that the Bank as a Bondholder will have the security and benefit provided to Bondholders in any of the Financing Documents. Pursuant to the Trust Agreement, the Bank shall have the benefit (equally and ratably with the other holders of all other Bonds issued and to be issued under the Trust Agreement from time to time) of a valid and perfected first priority security interest in the Bond Obligation. The Bank acknowledges that the Bank, as a Bondholder, will be entitled to exercise its rights and vote its percentage share of the Obligation No. 15 held by the Bond Trustee under the Trust Agreement for all purposes thereof, including, without limitation, providing directions to the Bond Trustee (i) as to the Bond Trustee's voting rights as a holder of Obligations under the Master Trust Indenture, including providing consents to the amendment thereof under Article IX of the Master Trust Indenture and (ii) under Article IX of the Trust Agreement to protect and enforce its rights (including the right of acceleration) under the laws of North Carolina and under the Trust Agreement (including all Obligations held by the Bond Trustee thereunder), the Loan Agreement and the Master Trust Indenture.

(k) Regulation U. It is not entering into this Agreement and the transactions contemplated hereby and has not and will not use the proceeds of the Bonds for the purpose of purchasing or carrying margin stock as defined in Regulation U of the Board of Governors of the Federal Reserve System.

SECTION 4. Affirmative Covenants of the Borrower. The Borrower covenants and agrees with the Bank that so long as the Bonds are outstanding and this Continuing Covenants Agreement remains in effect, it will:

(a) Reporting Requirements. Furnish or cause to be furnished to the Bank, in an electronic format acceptable to the Bank, the following:

(i) As soon as available and in any event within 150 days after the close of each Fiscal Year:

(A) combined and combining financial statements of the Obligated Group for such fiscal year, along with an audit report thereon prepared by an independent accounting firm acceptable to the Bank, covering the operations of the Obligated Group for such fiscal year and containing a balance sheet as of the end of such fiscal year and annual statement of revenue and expenses of the Obligated Group showing in each case in comparative form the financial figures for the preceding fiscal year, together with a separate written statement of the independent accountant preparing such report stating that such report was in accordance with GAAP;

(B) a certificate of the Borrower signed by a Responsible Officer, stating (x) that the Borrower, as of the date of such certificate, has made a review

of its activities during the preceding fiscal year for the purpose of determining whether or not the Borrower has complied with all of the terms, provisions and conditions of this Agreement; and (y) that the Borrower has, to the best of such Responsible Officer's knowledge, kept, observed, performed and fulfilled each and every covenant, provision and condition of this Agreement and the 2012 Obligations on its part to be performed and, to the best of such Responsible Officer's knowledge, is not in default in the performance or observance of any of the terms, covenants, provisions or conditions hereof (or if the Borrower is in default such certificate shall specify all such defaults and the nature thereof);

(C) a report of the Combined Group's payors by class, such report to be in such form as is customarily prepared, but all in such reasonable detail as the Bank may request; and

(D) a report on Combined Group's utilization statistics, together with a comparison to the prior fiscal year, including (1) admissions, patient days and average length of stay and occupancy and (2) outpatient activity by volume, such report to be in such form as is customarily prepared, but all in such reasonable detail as the Bank may request;

(ii) Information, if any, required to be provided by it in accordance with any written undertaking entered into by it in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(iii) As soon as available and in any event within ninety (90) days after the close of each Fiscal Year, its operating and capital budgets for the then current fiscal year;

(iv) As soon as possible after it becomes aware of the occurrence of any breach hereunder or potential event of default under any Financing Document, a written statement by a Responsible Officer setting forth details of such breach or default, stating whether or not the same is continuing and, if so, the action that it proposes to take with respect thereto;

(v) As soon as possible after it becomes aware of the occurrence of any potential event of default or default under any other Indebtedness, a written statement by a Responsible Officer setting forth details of such event of default or default, stating whether or not the same is continuing and, if so, the action that it proposes to take with respect thereto;

(vi) Promptly after receiving notice thereof, notice in writing of all actions, suits and proceedings before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, if an adverse result therein could have a Material Adverse Effect on its condition (financial or otherwise) or results of its operations;

- (vii) Concurrent with delivery to the Master Trustee, copies of all notices, certificates and compliance reports that are required to be delivered to the Master Trustee in accordance with the Master Trust Indenture; in each case addressed also to the Bank; and
- (viii) Notice of any change to its chief executive officer, chief operating officer or chief financial officer, as soon as possible after such changes become final and effective;
- (b) Maintenance of Existence. Maintain its existence as a not-for-profit corporation under the laws of the State of North Carolina; and not take any action or omit to take any action if the action or omission will result in a modification or revocation of its status as an organization described in section 501(c)(3) of the Code which is not a "private foundation" as defined in section 509(a) of the Code.
- (c) Inspection Rights. Provide to the Bank and its designated representatives an opportunity to visit and inspect any of its Properties to examine its books of account and records and to make copies thereof and extracts therefrom (other than confidential patient records and personnel records and other than records protected by attorney-client privilege), and to discuss its affairs, finances and accounts with its officers and, to the extent the requested information is not available from it, all upon reasonable notice and during regular, business hours or at such reasonable times and intervals as the Bank may request once each Fiscal Year (unless an Event of Default has occurred and is continuing, in which case the number of visits shall not be limited).
- (d) Ratings on the Bonds. Maintain underlying ratings on the Bonds of at least "BBB" and "Baa2" from S&P and Moody's, respectively, at all times. In the event of a split rating on the Bonds, the lowest rating shall apply for purposes of this Section.
- (e) Incorporation of Certain Covenants. Perform and comply with each and every affirmative covenant, negative covenant, financial covenant and agreement required to be performed or observed by it in the Master Trust Indenture and the other Financing Documents to which it is a party which provisions, as well as related defined terms contained therein (as such provisions and defined terms are in effect on the date hereof), are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety.
- (f) Further Assurances. Execute and deliver to the Bank all such documents and instruments and do all such other acts and things as may be reasonably necessary or required by the Bank to enable the Bond Trustee, on behalf of the Bank as a Bondholder, to exercise and enforce its rights under the Financing Documents and to record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the Bond Trustee or the Master Trustee to validate, preserve and protect the position of the Bank as a Bondholder under the Financing Documents.

SECTION 5. Negative Covenants of the Obligated Group. The Borrower covenants and agrees with the Bank that so long as the Bonds are outstanding, and this Agreement remains in effect, it will not, directly or indirectly, without the prior written consent of the Bank, which consent shall not be unreasonably withheld:

(a) Transactions with Affiliates. Enter into or permit to exist any transaction or series of related transactions with, or for the benefit of, any Affiliate of any Member of the Obligated Group, other than (a) ordinary course of business transactions or (b) transactions not in the ordinary course of business (solely to the extent such transactions are undertaken by a Member of the Obligated Group on terms that are no less favorable to the Affiliate than those that might reasonably have been obtained or are obtainable in a comparable transaction on an arm's-length basis from a Person that is not an Affiliate of such Member of the Obligated Group); provided, however, this covenant shall not apply to any transaction where the Affiliate is a Member of the Obligated Group.

(b) Reserved.

(c) Amendments to Financing Documents. Amend, modify, or consent to the termination of any provision of the Financing Documents, except the Master Trust Indenture, relating in any way to (i) covenants, (ii) any pledge of revenues securing the 2012 Obligations, (iii) defaults and remedies, (iv) the incurrence of additional Indebtedness, and (v) supplements and amendments, in each case, without the prior written consent of the Bank. Notwithstanding the foregoing, the Borrower shall be entitled to supplement the Financing Documents in connection with the incurrence of Indebtedness or its entering into a Derivative Agreement without the need to obtain the consent of the Bank so long as the Borrower complies with the requirements of the Financing Documents relating to the incurrence of such Indebtedness and the incurrence of such Indebtedness or entering into such Derivative Agreement would not otherwise result in an event of default or an event which, with the giving of notice or the lapse of time, or both, would result in an event of default under any of the Financing Documents.

(d) Governmental Regulation. Be or become subject at any time to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits the Bank from making any advance or extension of credit to it or from otherwise conducting business with it, or fail to provide documentary and other evidence of its identity as may be requested by the Bank at any time to enable the Bank to verify its identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

SECTION 6. Trigger Events. The following shall be "Trigger Events" under this Agreement and the term Trigger Event shall mean, whenever it is used in this Agreement, any one or more of the following events:

(a) failure to make any payment when due with respect to the Bonds; or

- (b) any representation or warranty made by the Borrower in this Agreement or in any Financing Document or in any certificate, agreement, report, instrument or statement contemplated by or made or pursuant to or in connection herewith shall prove to have been false or misleading in any material respect when made; or
- (c) [Reserved]; or
- (d) failure to perform or observe any term, covenant or agreement contained in this Agreement (other than as provided in Sections 6(a), (b) or (c) hereof) and such failure shall continue unremedied for a period of thirty (30) days after written notice thereof has been given to the Borrower by the Bank; provided, however, that if such default cannot be cured within said 30-day period, then the Borrower shall have an additional period of up to an additional thirty (30) days to cure the default provided the Borrower has commenced to cure the default within the original 30-day period and diligently pursues such cure to completion; or
- (e) any default shall occur under any Indebtedness of any Member of the Obligated Group (other than under this Financing Documents) and such default shall consist of the failure to make any payment in respect of Indebtedness when due in amount in excess of \$10,000,000 after giving effect to any applicable grace or cure period which results in, or continue unremedied for a period of time sufficient to permit, the acceleration of such Indebtedness in amount in excess of \$10,000,000; or
- (f) any Member of the Obligated Group shall be unable to pay its debts as they fall due, or shall admit, in writing, its inability to pay its debts as they fall due; or
- (g) any Member of the Obligated Group shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency, suspension of payments, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its Property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall take any corporate action to authorize any of the foregoing; or
- (h) an involuntary case or other proceeding shall be commenced against any Member of the Obligated Group seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of ninety (90) days; or an order for relief shall be entered against such Member of the Obligated Group under any bankruptcy, insolvency or other similar law as now or hereafter in effect; or
- (i) a final, non-appealable judgment, order or decree involving in the aggregate a liability of \$10,000,000 shall be rendered against any Member of the Obligated Group

and enforcement proceedings shall have been initiated by any creditor upon such judgment, order or decree; or

(j) this Agreement or any of the Financing Documents shall for any reason cease to be in full force and effect in accordance with its terms or the binding effect or enforceability thereof shall be contested by the Member of the Obligated Group as the case may be or it shall become unlawful for the Borrower to perform any of its obligations under this Agreement or any of the Financing Documents or any of its material obligations hereunder shall cease to be valid, binding or enforceable; or

(k) one or more Reportable Events (as defined in the Employee Retirement Income Security Act of 1974) which causes a Member of the Obligated Group to incur any expense, liability or loss which results in a Material Adverse Effect; or

(l) an "Event of Default" occurs as defined in any of the Financing Documents.

SECTION 7. Tender Rights.

(a) Whenever any Trigger Event shall have occurred and so long as such condition shall be continuing, the Bank shall have the right, but not the obligation, upon delivery of written notice to the Borrower (the "Tender Notice"), to tender the Bonds, in whole, to the Borrower for purchase on any Put Date, and upon such tender and if sufficient remarketing proceeds are not available to purchase the Bonds on the Put Date, the Bank shall be deemed to have made the Taxable Take-Out Loan, which loan shall be payable in a loan repayment amount equal to 100% of the par amount of such Bonds then Outstanding, plus accrued interest to the Put Date (the "Purchase Price").

For purposes of this Agreement "Put Date" shall mean the date specified by the Bank in its Tender Notice, which date shall not be earlier than (i) with respect to a Trigger Event described in Section 6(a), 6(f), 6(g) and 6(h), five (5) Business Days from the date of receipt by the Borrower of such Tender Notice, and (ii) with respect to a Trigger Event described in Sections 6(b), 6(c), 6(d), 6(e), 6(i), 6(j), 6(k) and 6(l), sixty (60) days from the date of receipt by the Borrower of such Tender Notice.

(b) The Purchase Price of tendered Bonds shall be paid by the Borrower in immediately available funds to the Bank on the Put Date in accordance with written directions provided to the Borrower by the Bank at least three (3) days prior to the Put Date; provided, however, that in the event the Bank fails to give such written directions, such Purchase Price shall be paid to the Bank on the Put Date at the notice address in this Agreement.

(c) If the Borrower purchases the Bonds in accordance with the provisions of Section 7 of this Agreement, the Bank shall deliver the Bonds to the Bond Trustee for cancellation and the Bond Trustee shall cancel the Bonds held by the Bank.

(d) The Tender Rights set forth in this Section 7 shall be in addition to and not in lieu of any rights that the Bank has under the Trust Agreement as owner of the Bonds. Further, except as specifically noted, nothing contained in this Section 7 is intended to

affect in any way the Bank's right to tender the Bonds as set forth in the Trust Agreement or the Borrower's rights and responsibilities regarding purchase of the Bonds as set forth in the Trust Agreement.

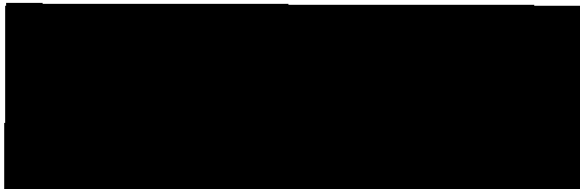
SECTION 8. Exclusive Remedy; Reserved Rights. Nothing contained herein shall waive, modify or affect any right or remedy conferred upon or reserved to the Bank as the holder of the Bonds in the Master Trust Indenture, the Loan Agreement or the Trust Agreement. This Agreement provides the Bank with the additional right to tender the Bonds in accordance with the provisions of this Agreement upon the occurrence of a Trigger Event, and the Bank acknowledges and agrees that the remedies provided herein with respect to a Trigger Event shall be the Bank's sole and exclusive remedy with respect to such Trigger Event. In addition, the Bank acknowledges and agrees that a breach of this Agreement shall not constitute a default or create any other rights under any of the Financing Documents.

SECTION 9. Notices. All notices, certificates or other communications hereunder shall be addressed as follows:

To the Borrower, addressed to:



To the Bank, addressed to:



Each notice, request and demand shall be deemed given or made, if sent by mail, upon the earlier of the date of receipt or five (5) days after deposit in the U.S. Mail, first class postage prepaid, or if sent by any other means, upon delivery.

SECTION 10. Business Day Convention. If the date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day.

SECTION 11. Expiration and Termination. This Agreement shall expire when the Bank ceases to be the holder of the Bonds and the Taxable Loan Obligation is no longer outstanding. Termination of the Trust Agreement and Loan Agreement, including, but not limited to, termination of the Trust Agreement and Loan Agreement in connection with the Bank being deemed to have made the Taxable Take-Out Loan, shall have no effect on the effectiveness of this Agreement.

SECTION 12. Amendment. No modification, amendment or alteration in the terms and provisions of this Agreement shall be effective unless contained in a written document executed by all of the parties hereto.

SECTION 13. Assignment. This Agreement may not be assigned or otherwise transferred to any other person without the written consent of the other parties hereto.

SECTION 14. Governing Law. This Agreement is a contract made under the laws of the State of North Carolina and shall be governed by and construed in accordance with such laws.

SECTION 15. [Reserved].

SECTION 16. Waivers. The Borrower hereby waives due diligence, demand, presentment and protest and any notices thereof as well as notice of nonpayment, except as required in this Agreement. No delay or omission of the Bank to exercise any right or remedy hereunder, whether before or after the happening of any breach, shall impair any such right or shall operate as a waiver thereof or as a waiver of any such breach. No single or partial exercise by the Bank of any right or remedy shall preclude any other or further exercise thereof, or preclude any other right or remedy.

SECTION 17. Successors and Assigns Generally. This Agreement is a continuing obligation and shall be binding upon the Borrower, its successors and assigns and shall inure to the benefit of the Bank and permitted transferees of the Bonds. The Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Bank. The Bank may, subject to Section 18 of this Agreement and in accordance with applicable law, from time to time assign, sell or transfer in whole but not in part, this Agreement in connection with its transfer of the Bonds to permitted transferees.

SECTION 18. Participations. The Bank may at any time, without the consent of, or notice to, the Borrower, sell participations to any Person (other than a natural person or Obligated Group Member or any of the Obligated Group's Affiliates) (each, a "Participant") in all or a portion of the Bank's interest in the Bonds, this Agreement and the Financing Documents; provided that (i) the Bank's obligations under this Agreement shall remain unchanged, (ii) the Bank shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Issuer, the Master Trustee and the Bond Trustee shall continue to deal solely and directly with the Bank in connection with the Bank's rights and obligations under this Agreement, under the Bonds and the Financing Documents.

SECTION 19. Certain Pledges. The Bank may at any time pledge or grant a security interest in all or any portion of its rights under the Bonds, this Agreement and the Financing Documents to secure obligations of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release the Bank from any of its obligations hereunder or substitute any such pledgee or assignee for the Bank as a party hereto.

SECTION 20. Costs and Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Bank and its Affiliates (including the reasonable fees, charges

and disbursements of counsel for the Bank), in connection with the transactions provided for herein, the preparation, negotiation, execution and delivery of this Agreement and any Financing Document or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all out-of-pocket expenses incurred by the Bank (including the fees, charges and disbursements of any counsel for the Bank, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Financing Documents, including its rights under this Section, or (B) in connection with the Bonds, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Bonds.

SECTION 21. Indemnification by the Borrower. The Borrower shall indemnify and hold the Bank harmless from and against all claims, damages, losses, liabilities, costs or expenses that the Bank may incur or that may be claimed against the Bank by any Person by reason of or in connection with the execution, delivery or performance of this Agreement or any transaction contemplated hereby; provided that the Borrower shall not be required to indemnify the Bank to the extent of the Bank's gross negligence or willful misconduct. Without prejudice to the survival of any other obligation of the Borrower hereunder, the indemnities and obligations of the Borrower contained in this Section 21 shall survive the payment in full of amounts payable pursuant to this Agreement.

SECTION 22. Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waive, any claim against the Bank, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any Financing Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Bonds or the use of the proceeds thereof. The Bank shall not be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the Financing Documents or the transactions contemplated hereby or thereby.

SECTION 23. Additional Costs Incurred by Bank.

The amounts due to the Bank as described under the heading "Additional Required Payments under the Agreement" in Exhibit E to the Trust Agreement shall continue to be payable to the Bank as set forth therein so long as any of the 2012 Obligations shall remain outstanding notwithstanding the payment or cancellation of the Bonds or the termination of any of the Financing Documents.

SECTION 24. Optional Prepayment. At the Borrower's option, the Bonds may be prepaid in whole or in part, in accordance with the provisions set forth under the heading "Optional Redemption" in the Exhibit E to the Trust Agreement; provided, however that all calculations and determinations by the Bank of the amounts payable pursuant to such provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

SECTION 25. Extension of Bank Rate Period. Not sooner than 13 months prior to each Bank Tender Date, the Borrower may request that the Bank continue to hold the Bonds and extend the Bank Rate Period beyond the date on which the then current Bank Rate Period is scheduled to expire. Within 60 days of such request, the Bank shall respond to the Borrower with its proposed terms, including applicable interest rates and the length of the new Bank Rate Period, for such extension. If the Borrower desires to accept the Bank's proposed terms and for the Bank to continue to hold the Bonds for another Bank Rate Period, within 90 days of the Bank's proposal, the Bank and Borrower shall execute such documentation as necessary to confirm the terms of the succeeding Bank Rate Period, and Bond Counsel shall provide an opinion that such an extension will not have an adverse effect on the exclusion of interest on the Bonds from the income of the holders thereof for federal income tax purposes.

SECTION 26. Entire Agreement, Successors and Assigns. This Agreement along with the Financing Documents constitutes the entire agreement among the Borrower and the Bank, supersedes any prior agreements among them, and shall bind and benefit the Borrower and the Bank and their respective successors and permitted assigns.

SECTION 27. Conflict with Financing Documents. In the event and to the extent of any conflict between any of the provisions of this Agreement and the provisions of any of the Financing Documents, the provisions of this Agreement with respect thereto shall govern.

SECTION 28. USA Patriot Act Notice. The Bank hereby notifies the Borrower that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), the Bank is required to obtain, verify and record information that identifies the Borrower, which information includes the Borrower's name and address and other information that will allow the Bank to identify the Borrower in accordance with the Act.

SECTION 29. Benefit of Parties. Subject to the provisions of Section 17, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations and agreements in Agreement contained by and on behalf of the parties shall be for the sole benefit of the parties hereto.

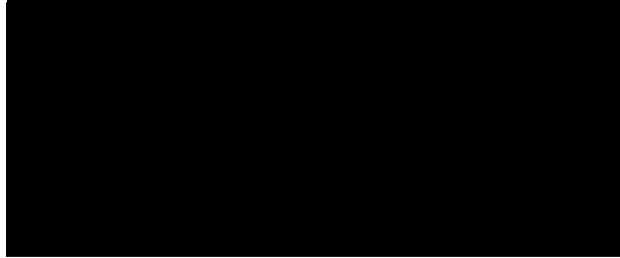
SECTION 30. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 31. Counterparts. This Agreement may be executed in counterparts, each of which shall be regarded for all purposes as an original, and all of which, together, shall constitute and be one and the same instrument.

SECTION 32. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Agreement.

IN WITNESS WHEREOF, the Bank and the Borrower have caused this Agreement to be executed in their respective corporate names.

JPMORGAN CHASE BANK, N.A.



[Continuing Covenants Agreement]

NORTH CAROLINA BAPTIST HOSPITAL



[Continuing Covenants Agreement]

EXHIBIT A

PURCHASE REQUEST/REQUISITION

NO. ____

To: The Bank of New York Mellon Trust Company, N.A., as Bond Trustee
Cc: JPMorgan Chase Bank, N.A.
Re: Not Exceeding \$80,000,000 North Carolina Medical Care Commission Health
Care Facilities Revenue Bonds (Wake Forest Baptist Obligated Group), Series
2012D

The Bank of New York Mellon Trust Company, N.A. (the "Bond Trustee") is hereby authorized to: (i) receive the sum of \$_____ (the "Purchase Price") as an installment purchase price of the above-referenced bonds (the "Bonds"), (ii) deposit such sum to the _____ Account in the Construction Fund created under the Trust Agreement, dated as of December 1, 2012, between North Carolina Medical Care Commission and the Bond Trustee and, (iii) immediately disburse such sum to fund the expenditures listed on Schedule A hereto.

By copy of this request, JPMorgan Chase Bank, N.A. (the "Purchaser") is hereby requested to purchase on _____ \$_____ in principal amount of the Bonds (wire instructions for delivery of the Purchase Price to the Bond Trustee for deposit to the Construction Fund are listed on Schedule B hereto). Approval of this purchase request/requisition by the Purchaser shall be evidenced by its transfer of funds.

North Carolina Baptist Hospital (the "Borrower") hereby certifies that, as of the time of this purchase request, there is no Event of Default under the Financing Documents (as such term is defined in the Continuing Covenants Agreement, dated as of December 1, 2012, between the Borrower and the Purchaser).

Dated as of this _____ day of _____, _____.

**NORTH CAROLINA BAPTIST
HOSPITAL**

By: _____
Title:

SCHEDULE A
PROJECT LIST

	Amount
Description	
Total	

SCHEDULE B
WIRE INSTRUCTIONS