

VOLUNTARY DISCLOSURE OF BANK LOAN

Obligated Group: West Virginia United Hospitals, Inc., City Hospital, Inc. d/b/a Berkeley Medical Center (“Berkeley Medical Center”), The Charles Town General Hospital d/b/a Jefferson Medical Center, University Healthcare Foundation, Inc. (the “Foundation”), United Hospital Center, Inc. and Camden-Clark Memorial Hospital Corporation d/b/a CamdenClark Medical Center (collectively, the “Obligated Group”)

Obligated Group Agent: West Virginia United Hospitals, Inc. (the “Obligated Group Agent”)

Event Reported: Voluntary Disclosure of Bank Loan

On June 26, 2014 (the “Closing Date”), the Obligated Group Agent on behalf of the Obligated Group entered into a Credit Agreement (the “Credit Agreement”) with Branch Banking and Trust Company to provide for the funding of (a) the acquisition by the Foundation of an existing medical office building located on the Berkeley Medical Center campus and (b) payment of all costs related thereto (the “Transaction”). A copy of the Credit Agreement is attached hereto. Portions of the Credit Agreement have been redacted.

The Obligated Group is filing this information as a voluntary filing on the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (“EMMA”) system. The Obligated Group is not required, pursuant to any continuing disclosure agreement, to file such information and is additionally under no obligation to update any such information voluntarily filed. This information is for informational purposes only, and does not include all information which may be of interest to a potential investor, nor does it purport to present full and fair disclosure within the meaning of the applicable securities laws. Such information about the Obligated Group is only accurate as of the Closing Date, and the Obligated Group undertakes no obligation to update such information. No representation is being made that there has not been a change in the affairs of the Obligated Group since the Closing Date. Such information is subject to change without notice and posting of other information filed by the Obligated Group on EMMA does not imply that there has been no change in the affairs of the Obligated Group since the Closing Date.

The information contained herein does not and should not be considered an offer to buy or sell securities, and the Obligated Group Agent does not intend that the Transaction involve the offering to the public of any security of the Obligated Group. No representation is made as to whether this information is material or important with respect to any particular outstanding debt issue of the Obligated Group or whether other events have occurred with respect to the Obligated Group or its outstanding debt that might be material or important to owners of the Obligated Group’s outstanding debt.

Inquiries with respect to the Transaction may be directed to the Obligated Group as follows:

John Yeager, Chief Financial Officer
West Virginia United Health System
1000 Technology Drive, Suite 2320
Fairmont, West Virginia 26554
(304) 368-2700

CREDIT AGREEMENT

Dated as of June 26, 2014

between

WEST VIRGINIA UNIVERSITY HOSPITALS, INC.,
As Obligated Group Agent for and on behalf of

WEST VIRGINIA UNIVERSITY HOSPITALS, INC.,
CITY HOSPITAL, INC. (D/B/A BERKELEY MEDICAL CENTER),
UNIVERSITY HEALTHCARE FOUNDATION, INC.,
THE CHARLES TOWN GENERAL HOSPITAL
(D/B/A JEFFERSON MEDICAL CENTER),
UNITED HOSPITAL CENTER, INC.,
CAMDEN-CLARK MEMORIAL HOSPITAL CORPORATION
(D/B/A CAMDEN CLARK MEDICAL CENTER),
collectively, the Obligated Group

and

BRANCH BANKING AND TRUST COMPANY,
the Bank

relating to a

\$7,200,000 Taxable Term Loan

TABLE OF CONTENTS

	Page
ARTICLE I. DEFINITIONS.....	1
Section 1.01 Certain Defined Terms.....	1
Section 1.02 Computation of Time Periods.....	6
Section 1.03 Accounting Terms.....	6
ARTICLE II. THE TERM LOAN.....	6
Section 2.01 Term Loan.....	6
Section 2.02 Interest and Payments.....	7
Section 2.03 Increased Costs.....	7
ARTICLE III. CONDITIONS PRECEDENT.....	8
Section 3.01 Conditions Precedent to Closing.....	8
ARTICLE IV. REPRESENTATIONS AND WARRANTIES.....	10
Section 4.01 General Representations and Warranties.....	10
Section 4.02 Enforceability.....	12
Section 4.03 Financial Statements.....	12
Section 4.04 Litigation, Etc.....	12
Section 4.05 Security.....	12
Section 4.06 Full Disclosure.....	12
Section 4.07 Use of Proceeds.....	13
Section 4.08 501(c)(3) Organization.....	13
Section 4.09 No Default.....	13
Section 4.10 Employee Benefit Plans.....	13
Section 4.11 Environmental Laws.....	13
Section 4.12 Obligated Group Obligations.....	14
ARTICLE V. COVENANTS OF THE OBLIGATED GROUP.....	14
Section 5.01 Covenants.....	14
ARTICLE VI. EVENTS OF DEFAULT.....	17
Section 6.01 Events of Default.....	17
Section 6.02 Rights Upon an Event of Default.....	19
Section 6.03 No Remedy Exclusive.....	20
Section 6.04 Compliance with Master Trust Indenture.....	20
ARTICLE VII. MISCELLANEOUS.....	20
Section 7.01 Amendments, Etc.....	20
Section 7.02 Notices, Etc.....	20
Section 7.03 No Waiver.....	21
Section 7.04 Right of Set-off.....	21
Section 7.05 Indemnification.....	21
Section 7.06 Costs, Expenses and Taxes.....	22
Section 7.07 Binding Effect.....	22
Section 7.08 Severability.....	22
Section 7.09 Governing Law.....	22
Section 7.10 Headings.....	22
Section 7.11 Entire Agreement.....	23
Section 7.12 Counterparts.....	23
Section 7.13 Waiver of Jury Trial.....	23
Section 7.14 Interest Rate Limitation.....	23
Section 7.15 Release of Withdrawing Non-Material Obligated Group Member.....	23

Exhibits:

Exhibit A: Form of Officer's Certificate (Compliance Certificate)

This CREDIT AGREEMENT, dated as of June 26, 2014, is between WEST VIRGINIA UNIVERSITY HOSPITALS, INC. as Obligated Group Agent for the Obligated Group (each as hereinafter defined) consisting, as of the date hereof, of WEST VIRGINIA UNIVERSITY HOSPITALS, INC. ("WVUH"), CITY HOSPITAL, INC. (d/b/a Berkeley Medical Center) ("Berkeley Medical Center"), UNIVERSITY HEALTHCARE FOUNDATION, INC. ("UHF"), THE CHARLES TOWN GENERAL HOSPITAL (d/b/a Jefferson Medical Center) ("Jefferson Medical Center"), UNITED HOSPITAL CENTER, INC. ("United Hospital"), CAMDEN-CLARK MEMORIAL HOSPITAL CORPORATION (d/b/a Camden-Clark Medical Center) ("Camden-Clark"), and together with WVUH, Berkeley Medical Center, The Foundation, Jefferson Medical Center and United Hospital, each a "Member" and collectively the "Obligated Group", each a non-profit corporation incorporated under the laws of the State of West Virginia, and BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (the "Bank").

WITNESSETH

(1) The Obligated Group has requested that the Bank provide a \$7,200,000 term loan to (a) finance the acquisition by UHF of an existing medical office building located on the Berkeley Medical Center campus (the "Medical Office Building") and (b) pay all costs related to the Term Loan (as hereinafter defined), and the Bank is willing to do so on the terms and conditions set forth herein.

(2) The Obligated Group Agent and The Huntington National Bank (the "Master Trustee"), have entered into that certain Amended and Restated Master Trust Indenture, dated as of August 1, 2003 (as amended or supplemented from time to time, the "Master Trust Indenture"), which provides for the issuance by the Obligated Group of Obligations (as defined in the Master Trust Indenture) from time to time, which Obligations are secured by the Collateral (as defined herein) of the Obligated Group.

(3) Pursuant to Supplemental Indenture 2014-4, dated as of June 1, 2014, between the Obligated Group Agent and the Master Trustee (the "Supplemental Indenture 2014-4"), the Obligated Group shall issue a promissory note dated June 26, 2014 in favor of the Bank in the principal amount of \$7,200,000 (the "2014-7 Note") to evidence the obligations of the Obligated Group to the Bank hereunder.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligated Group (by the Obligated Group Agent acting on behalf of the Obligated Group) and the Bank agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.01 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Affiliate" when used with respect to any Member has the meaning given in the Master Trust Indenture.

"Agreement" means this Credit Agreement, including all exhibits hereto, as the same may be amended and supplemented from time to time.

"Business Day" means a day that is not a Saturday, Sunday or legal holiday in which banking institutions in the State of West Virginia or the State of North Carolina or a day on which the New York Stock Exchange or the Federal Reserve Board is closed.

"Change in Law" means the occurrence, after the date of this Agreement, of: (i) the adoption or taking effect of any law, rule, regulation or treaty, (ii) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (iii) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided, that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Closing Date" means the date hereof.

"Collateral" means all of the property that has been pledged by the Obligated Group to the Master Trustee pursuant to the Master Trust Indenture, including, but not limited to, Gross Receipts, Accounts, Bank Accounts, General Intangibles, Contract Rights and all Related Rights (each as defined in the Master Trust Indenture).

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

"Debt to Capitalization Ratio" means, as of the date of determination, (i) Long-Term Indebtedness plus the current maturities (as shown on the financial statements delivered to the Bank pursuant to Section 5.01(b) hereof) of Long-Term Indebtedness of the Obligated Group to (ii) the sum of Long-Term Indebtedness plus the current maturities (as shown on the financial statements delivered to the Bank pursuant to Section 5.01(b) hereof) of Long-Term Indebtedness of the Obligated Group plus Unrestricted Net Assets of the Obligated Group.

"Default Rate" means the greater of (i) a fluctuating interest rate equal to [REDACTED] per annum above the Prime Rate in effect from time to time and (ii) [REDACTED] per annum.

"Employee Benefit Plan" means an "employee benefit plan" as defined in Section 3(3) of ERISA.

"Environmental Laws" means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other "Superfund" or "Superfund" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to,

or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, including any rules and regulations promulgated thereunder.

"ERISA Affiliate" means, in relation to any referenced person, any trade or business (whether or not incorporated) which is a member of a group of which that person is a member and which is under common control within the meaning of the regulations promulgated under Section 414 of the Code.

"Event of Default" has the meaning assigned to that term in Section 6.01 of this Agreement.

"Generally Accepted Accounting Principles" or "GAAP" means, with respect to any determination, generally accepted accounting principles as stated by the Financial Accounting Standards Board.

"Governmental Authority" means any nation or government, any union of nations or governments, any state, region, province, or other political subdivision of any nation, government or union of nations or governments, and any municipality, court or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Hazardous Materials" means and includes any hazardous, toxic or dangerous waste, substance or material (including without limitation any materials containing asbestos) defined as such in (or for purposes of) any Environmental Laws.

"Historical Debt Service Coverage Ratio" has the meaning given in Section 101 of the Master Trust Indenture as in effect on the date hereof. Any defined terms used in such definition shall have the meanings ascribed to such terms in the Master Trust Indenture as in effect on the date hereof.

"Indebtedness" has the meaning set forth in Section 101 of the Master Trust Indenture as in effect on the date hereof. Any defined terms used in such definition shall have the meanings ascribed to such terms in the Master Trust Indenture as in effect on the date hereof.

"Long-Term Indebtedness" means Indebtedness having an original stated maturity or term greater than one year or renewable at the option of the debtor for a period greater than one year from the date of issuance.

"Master Trust Indenture" has the meaning assigned to that term in paragraph (2) of the Preliminary Statements hereof.

"Master Trustee" has the meaning assigned to that term in paragraph (2) of the Preliminary Statements hereof.

"Material Adverse Effect" means any one or more events, occurrences or circumstances which, considered separately or together with one or more other events, occurrences or circumstances, proximately results in or would reasonably be expected to result in (i) any material impairment of the ability of any Member or the Obligated Group, as a whole, to carry on the material operations of such Member or the Obligated Group, as a whole, as the case may be, as conducted as of the date hereof, (ii) any material impairment of the ability of the Obligated Group to pay and perform its material obligations under this Agreement and the Related Documents, (iii) any material impairment of the ability of the Obligated Group to pay the Obligations or to otherwise perform the Obligated Group's agreements under

the Master Trust Indenture, (iv) any invalidity of this Agreement or any of the other Related Documents to which any Member is a party or any material impairment of the enforceability of this Agreement or any of the other Related Documents to which any Member is a party, or (v) any other material and adverse change in the business, condition or operations of any Member (other than a Non-Material Obligated Group Member) or of the Obligated Group (considered as a whole).

"Moody's" means Moody's Investors Service, Inc., or any successor.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA which is maintained for employees of a referenced person, or any ERISA Affiliate a referenced person.

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

"Obligated Group" has the meaning set forth in the Master Trust Indenture.

"Obligation" has the meaning set forth in the Master Trust Indenture.

"Other Credit Agreement" means any agreement in effect with respect to any Indebtedness (other than the Term Loan) which is secured by an Obligation.

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

"Person" means any individual, joint venture, corporation, company, voluntary association, partnership, trust, joint stock company, unincorporated organization, association, government, or any agency, instrumentality, or political subdivision thereof, or any other form of entity.

"Plan" means an employee benefit plan (other than a Multiemployer Plan) maintained for employees of any Member or any Affiliate and covered by Title IV of ERISA.

"Plan Termination Event" means (i) a Reportable Event described in Section 4043 of ERISA and the regulations issued thereunder (other than a Reportable Event not subject to the provision for 30-day notice to the PBGC under such regulations), or (ii) the withdrawal of any Member or any of its Affiliates from a Plan during a plan year in which it was a "substantial employer" as defined in Section 4001(a)(2) of ERISA, or (iii) the filing of a notice of intent to terminate a Plan or the treatment of a Plan amendment as a termination under Section 4041 of ERISA, or (iv) the institution of proceedings to terminate a Plan by the PBGC, or (v) any other event or condition which would constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan.

"Prime Rate" means the interest rate announced by the Bank from time to time as its prime rate. Any change in the Prime Rate shall be effective as of the date such change is announced by the Bank.

"Rate Hedging Obligation" means any and all obligations of a Member, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any and all agreements, devices or arrangements designed to protect at least one of the parties thereto from the

fluctuations of interest rates, exchange rates or forward rates applicable to such party's assets, liabilities or exchange transactions, including, but not limited to, United States dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts, warrants and those commonly known as interest rate "swap" agreements; and (ii) any and all cancellations, buybacks, reversals, terminations or assignments of any of the foregoing.

"Rating" means a long term credit rating assigned by a Rating Agency to the Obligated Group or to an Obligation, excluding, however, any such credit rating assigned in reliance upon a letter of credit, guarantee or other third party credit enhancement.

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

"Related Documents" means the Master Indenture, the 2014-7 Note, Supplemental Indenture 2014-4, or any other agreement or instrument relating thereto.

"Revenues" has the meaning set forth in Section 101 of the Master Trust Indenture. Any defined terms used in such definition shall have the meanings ascribed to such terms in the Master Trust Indenture as in effect on the date hereof.

"Subsidiary" of a person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of a Member.

"S&P" means Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, and any successor.

"Supplemental Indenture 2014-4" has the meaning assigned to that term in paragraph (3) of the Preliminary Statements hereof.

"Term Loan" has the meaning assigned to that term in Section 2.01(a) hereof.

"Term Loan Maturity Date" means July 1, 2019.

"Termination Event" means: (i) a "reportable event" described in Section 4043 of ERISA and the regulations issued thereunder, but not including any such event for which the 30 day notice requirement has been waived by applicable regulation; (ii) the withdrawal of a Member or an ERISA Affiliate of a Member from a Plan during a plan year in which it was a "substantial employer" as defined in Section 4001(a)(2) of ERISA; (iii) the filing of a notice of intent to terminate a Plan or the treatment of a Plan amendment as a termination under Section 4041 of ERISA; (iv) the institution of proceedings to terminate a Plan by the Pension Benefit Guaranty Corporation; the withdrawal or partial withdrawal of a Member or an ERISA Affiliate of a Member from a Multiemployer Plan; or (v) any other event or condition which might reasonably be expected to constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Plan.

"2014-7 Note" has the meaning assigned to that term in paragraph (3) of the Preliminary Statements hereof.

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

"Unrestricted Net Assets" means unrestricted net assets as shown on the financial statements delivered to the Bank pursuant to Section 5.01(b) hereof.

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

Section 1.03 Accounting Terms. Unless otherwise specified herein, all accounting terms used herein shall be interpreted and all accounting determinations hereunder shall be made in accordance with GAAP, consistently applied, as in effect on the date hereof. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth herein, such ratio or requirement shall continue to be computed in accordance with GAAP as in effect on the date hereof unless otherwise agreed upon in writing by the Bank and the Obligated Group Agent.

ARTICLE II.

THE TERM LOAN

Section 2.01 Term Loan.

(a) **Amount.** Subject to the terms and conditions of this Agreement, the Bank hereby agrees to lend to the Obligated Group on the Closing Date a term loan in the amount of \$7,200,000 (the "Term Loan").

(b) **Note and Purpose.** The Term Loan shall be evidenced by the 2014-7 Note. The proceeds of the Term Loan will be used to finance the Medical Office Building.

(c) **Rate of Interest.** Subject to Section 2.02(b) hereof, the outstanding principal balance of the Term Loan shall bear interest at [REDACTED] per annum.

(d) **Repayment.** Principal and interest on the Term Loan shall be paid in consecutive monthly installments of principal and interest, commencing on August 1, 2014 and continuing on the same day of each month thereafter, in fifty-nine (59) equal payments of \$37,254.48, with one final payment of all remaining principal and accrued interest due on the Term Loan Maturity Date.

(e) **Prepayment.** At any time and from time to time, the Obligated Group shall have the right to prepay the Term Loan, in whole or in part, without premium or penalty.

Section 2.02 Interest and Payments.

(a) Computation. Interest on the Term Loan shall be computed and charged for the actual number of days elapsed on the basis of a 360-day year.

(b) Default Interest. While an Event of Default exists, the Bank may elect to charge interest with respect to the Term Loan at the rate equal to the Default Rate.

(c) Payments Generally. The Obligated Group shall make each payment required to be made by it hereunder (whether of principal, interest, fees, or of amounts payable hereunder) prior to 12:00 noon, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of Bank, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to Bank at its payment office in Morgantown, West Virginia. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be made payable for the period of such extension.

Section 2.03 Increased Costs.

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

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

(ii) subject the Bank to any tax of any kind whatsoever with respect to this Agreement, or the Term Loan, or change the basis of taxation of payments to the Bank in respect thereof (except for the imposition of, or any change in the rate of, any income or franchise taxes payable by the Bank); or

(iii) impose on the Bank or the London interbank market any other condition, cost or expense affecting this Agreement or the Term Loan;

and the result of any of the foregoing shall be to increase the cost to the Bank of making or maintaining the Term Loan (or of maintaining its obligation to make the Term Loan), or to reduce the amount of any sum received or receivable by the Bank hereunder (whether of principal, interest or any other amount) then, upon request of the Bank, the Obligated Group will pay to the Bank such additional amount or amounts as will compensate the Bank for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If the Bank determines that any Change in Law affecting the Bank or any lending office of the Bank or the Bank's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on the Bank's capital or on the capital of the Bank's holding company, if any, as a consequence of this Agreement or the Term Loan to a level below that which the Bank or the Bank's holding company could have achieved but for such Change in Law (taking into consideration the Bank's policies and the policies of the Bank's holding company with respect to capital adequacy), then from time to time the Obligated Group will pay to the Bank such additional amount or amounts as will compensate the Bank or the Bank's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of the Bank setting forth the amount or amounts necessary to compensate the Bank or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the Obligated Group Agent shall be conclusive absent manifest error. The Obligated Group shall pay the Bank the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of the Bank to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of the Bank's right to demand such compensation, provided that the Obligated Group shall not be required to compensate the Bank pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that the Bank notifies the Obligated Group of the Change in Law giving rise to such increased costs or reductions and of the Bank's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

Notwithstanding any other provision of this Section 2.03, the Bank shall not demand compensation for any increased cost or reduction pursuant to this Section 2.03 unless the Bank is also making demands generally for such compensation from borrowers similarly situated under comparable provisions of other agreements.

ARTICLE III.

CONDITIONS PRECEDENT

Section 3.01 Conditions Precedent to Closing. The obligation of the Bank to make the Term Loan is subject to the condition that, unless otherwise agreed to by the Bank, the Bank shall have received on or before the Closing Date the following, each dated such date, in form and substance satisfactory to the Bank:

(a) Corporate Documents. (i) A copy of the articles of incorporation and by-laws of each Member, each as amended to date, certified by an authorized officer of such Member (or by an authorized officer of the Obligated Group Agent on behalf of such Member); (ii) a certificate of existence respecting each Member issued by the West Virginia Secretary of State; and (iii) copies of the resolutions of each Member by which such Member authorized entry into the Obligated Group (and, accordingly, appointment of the Obligated Group Agent or assent to such appointment).

(b) Resolutions.

(i) copies of (A) the resolutions of the board of directors of West Virginia United Health System, Inc., sole member of WVUH, United Hospital and Camden-Clark Health Services, Inc., approving the transactions contemplated by this Agreement and the Related Documents and authorizing the Obligated Group Agent to take such action as may be required to effect such transactions, (B) the resolutions of the board of directors of each Member approving the transactions contemplated by this Agreement, each certified by an authorized officer of the Obligated Group Agent (which certificate shall state that such resolutions are in full force and effect on the Closing Date); and

(ii) copies of the resolutions of the Obligated Group Agent authorizing the execution, delivery and performance of this Agreement and the Related Documents to which the Obligated Group Agent is party and of the transactions contemplated hereby

and thereby, certified by an authorized officer of the Obligated Group Agent (which certificate shall state that such resolutions are in full force and effect on the Closing Date).

(c) Incumbency Certificate. A certificate of an authorized officer of the Obligated Group Agent certifying the names and true signatures of the officers of the Obligated Group Agent authorized to act on behalf of the Obligated Group to sign this Agreement and the other Related Documents to which the Obligated Group Agent is a party.

(d) Obligated Group Counsel Opinion. An opinion of counsel to the Obligated Group in form and substance satisfactory to the Bank and its counsel as to such matters as the Bank may reasonably request.

(e) Operative Documents. Executed versions of this Agreement and the Related Documents.

(f) Fees Payable. Payment by the Obligated Group to (i) the Bank of the fees set forth in Section 7.06 hereof and (ii) counsel to the Bank, of their reasonable fees and disbursements incurred in connection with this transaction.

(g) 2014-7 Note. All conditions precedent to the issuance and authentication of the 2014-7 Note under the Master Trust Indenture shall have been satisfied and the 2014-7 Note shall have been issued, authenticated and delivered in the manner prescribed by the Master Trust Indenture.

(h) Ability to Perform Obligations. No legislation shall be enacted, no decision by any court having jurisdiction over the Bank shall be rendered, and no regulation shall have been made, which, in any case has the effect of materially and adversely affecting the Bank's ability to perform its obligations under this Agreement and the Related Documents to which it is a party.

(i) Event of Default. No event shall exist or would result from the issuance of the 2014-7 Note and the execution of this Agreement and the Related Documents, which constitutes an Event of Default or would constitute an Event of Default.

(j) Parity Obligation. Evidence satisfactory to the Bank and its counsel that the 2014-7 Note constitutes an Obligation secured by the Collateral of the Obligated Group on a parity basis with all other Obligations issued pursuant to the Master Trust Indenture.

(k) Evidence of Recordation, Filings and Payments of Fees. Evidence satisfactory to the Bank that any documents required to be recorded or filed in order to create, in favor of the Master Trustee, a perfected lien on and security interest in the Collateral, have been properly recorded and/or filed in each office in each jurisdiction required in order to create, in favor of the Master Trustee, a perfected lien on and security interest in the respective collateral described therein. The Bank shall have received evidence of all such recordation and acknowledgement copies of all such filings (or, in lieu thereof, the Bank shall have received other evidence satisfactory to the Bank that all such filings have been made), and the Bank shall have received evidence that all necessary recordation and filing fees and all documentary taxes or other expenses related to such filings or recordations have been paid in full.

(l) Licenses. Evidence satisfactory to the Bank that UHF and Berkeley Medical Center have received a certificate of need and such other applicable permits and licenses required to operate the Medical Office Building in the manner contemplated.

(m) Other Documents. Such other documents, instruments, approvals (and, if requested by the Bank, certified duplicates of executed copies thereof) or opinions as the Bank may reasonably request.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES

Each Member expressly makes the representations and warranties to the Bank set forth below.

Section 4.01 General Representations and Warranties. Each Member hereby represents and warrants that each Member as of the date hereof:

- (i) is validly organized under the laws of the State of West Virginia;
- (ii) validly exists under the laws of the State of West Virginia;
- (iii) is duly empowered, qualified and properly authorized to transact its businesses and affairs in each jurisdiction other than the State of West Virginia (if any) in which it is required under applicable laws, to qualify to conduct business except where failure to so qualify would not constitute any Material Adverse Effect;
- (iv) has the power to own its properties and conduct its business;
- (v) has the power to enter into this Agreement and the Related Documents to which it is a party and to perform its obligations hereunder and under the Related Documents to which it is a party;
- (vi) has effectively approved, by appropriate action taken by or on behalf of such Member in accordance with such Member's organizational documents and applicable law, such Member's entry into the transactions contemplated by the Related Documents;
- (vii) has effectively approved, by appropriate action taken by or on behalf of such Member in accordance with such Member's organizational documents and applicable law, such Member's entry into the Master Trust Indenture and, accordingly, its appointment (or assent to the appointment) of WVUI as Obligated Group Agent under the Master Trust Indenture, having the power and authority provided therein, including the power and authority to execute and deliver, on behalf of the Obligated Group, this Agreement and the Related Documents to which the Obligated Group is a party, and to enter into the transactions contemplated hereby and thereby;
- (viii) has good and marketable title to all real property purported to be owned by such Member, as indicated on its financial statements, and good and marketable title to all other assets purported to be owned by such Member, as the case may be, as indicated on such financial statements except to the extent that any of such real property or other assets have been sold or disposed of, subject only to any lien or security interest which constitute "Permitted Encumbrances" under the Master Trust Indenture;

(ix) is in compliance with all laws applicable to the conduct of its business and operations and the ownership and maintenance of its facilities, except where noncompliance would not constitute any Material Adverse Effect;

(x) has filed all federal, state and local tax returns and other reports which it is required under applicable laws to file, and has paid or caused to be paid all taxes, assessments and other governmental charges that are due and payable before the date hereof, except any tax, assessment or charge (A) which is payable without interest or penalty, (B) which is being contested in good faith in appropriate proceedings, which proceedings and the circumstances giving rise thereto are disclosed in a writing delivered to the Bank prior to the Closing Date, or (C) the nonpayment of which would not result in a Material Adverse Effect;

(xi) has made adequate provision for the payment of any taxes, assessments or other charges accruing against such Member or its assets but not yet paid or payable; and there is no deficiency or additional assessment in a materially important amount in connection with any taxes, assessments or charges not reflected in the financial statements of the Obligated Group most recently provided to the Bank;

(xii) has obtained and now holds or maintains all operating licenses, certificates of need and other material licenses, permits, approvals, patents, franchises, trademarks, trademark rights, trade names, trade name rights, copyrights and accreditations required under applicable laws for the operation of its facilities and the conduct of its business and operations;

(xiii) if such Member is a hospital or other provider of health care services, is qualified to participate in and receive reimbursement under (A) Medicare, (B) each Medicaid program (if any) which is a payor with respect to any amount claimed by such Member as owing to such Member, and (C) each other third party payor whose program(s) are necessary or appropriate for the conduct of such Member's business;

(xiv) except as otherwise set forth in the financial statements heretofore provided to the Bank (including the notes accompanying such financial statements), each Member will be solvent on the Closing Date, both before and after giving effect to the execution and delivery of this Agreement and the Related Documents to which the Obligated Group is a party and the transactions contemplated hereby and thereby; no Member has knowledge of any event or circumstance which is likely to cause such Member to be unable to maintain such solvent financial condition;

(xv) except as otherwise disclosed in the financial statements heretofore provided to the Bank (including the notes accompanying such financial statements), since December 31, 2013, there has been no material adverse change in the financial condition or operations of any Member;

(xvi) no Member is a party to or bound by any agreement or applicable law which conflicts with any provision of this Agreement or the Related Documents to which the Obligated Group is a party or by which it is bound, and the delivery of and performance by each Member of its obligations under, this Agreement and the Related Documents to which the Obligated Group is a party or by which it is bound will not: (i) result in any violation of any provision of the Master Trust Indenture, or (ii) result in any violation of any other contractual obligation of such Member or any applicable law or result in or require the creation or imposition of any lien on any property of such Member not already permitted by this Agreement and the Related Documents, unless, in the case of (i) or (ii), the same would not constitute a Material Adverse Effect;

(xvii) neither the nature of any Member, or of the business or properties of any such Member, nor any relationship between any Member and any other person, or the execution and delivery of this Agreement or the Related Documents, is such as to require a consent, approval or authorization of, or filing, registration or qualification with, any Governmental Authority on the part of any Member as a condition to such Member's becoming bound by the terms of this Agreement or the Related Document to which such Member is a party (giving effect to the transactions contemplated by this Agreement and the Related Documents), except to the extent that such consent, approval or authorization has been obtained or such filing, registration or qualification has been accomplished; and

(xviii) except for (A) the liability of the Obligated Group for payments related to the Term Loan and (B) as set forth in the financial statements heretofore provided to the Bank, no Member has incurred any Indebtedness in an original and outstanding principal amount of more than \$10,000,000 in the aggregate.

Section 4.02 Enforceability. The Obligated Group Agent has been and is duly authorized and empowered by the respective Members to act on behalf of each Member to authorize the entry into and to execute and deliver this Agreement and the Related Documents to which the Obligated Group is a party, and the Obligated Group Agent has taken all action required to so authorize the entry into this Agreement and such Related Documents and has executed and delivered the same on behalf of the Obligated Group; this Agreement and the other Related Documents to which the Obligated Group is party are the valid and binding obligations of the respective Members and are enforceable against the Members in accordance with their respective terms.

Section 4.03 Financial Statements. The Obligated Group Agent has delivered to the Bank annual audited consolidated financial statements of "West Virginia United Health System, Inc. and Controlled Entities" for the fiscal year ended December 31, 2013 which financial statements and information comply with the requirements of Section 414 of the Master Trust Indenture and Section 5.01(b) of this Agreement and fairly present the financial condition of the Obligated Group and its Affiliates as of the dates and for the periods referred to therein. As of the date hereof, no Member nor any Subsidiary of any Member has any contingent liability which, if adversely determined would constitute a Material Adverse Effect, except as disclosed in the notes to the financial statements heretofore delivered to the Bank.

Section 4.04 Litigation, Etc. Except as set forth in the financial statements delivered to the Bank pursuant to Section 5.01(b)(i) or as otherwise disclosed to the Bank in writing, there are no actions, suits, investigations, or proceedings pending or, in the knowledge of any Member, threatened against any Member or the assets of any Member which, if adversely decided, would constitute a Material Adverse Effect. As of the Closing Date, the Obligated Group has not disclosed any such actions, suits, investigations or proceedings to the Bank.

Section 4.05 Security. The 2014-7 Note constitutes the joint and several obligations of each Member under the Master Trust Indenture, and such obligations rank, and will at all times rank at least "pari passu" in priority of payment with all other Obligations issued under the Master Trust Indenture. The Master Trust Indenture creates for the benefit of all Obligations issued under the Master Trust Indenture, including the 2014-7 Note, the valid, binding and irrevocable lien on and pledge of the Collateral.

Section 4.06 Full Disclosure. All information, documents, reports, statements, financial statements, and data submitted by or on behalf of the Obligated Group in connection with the request that

the Bank enter into this Agreement, or in support thereof, are true and accurate in all material respects as of the date made and contain no knowingly false or misleading statements or any material omissions.

Section 4.07 Use of Proceeds. No Member is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System, as amended ("Regulation U"). No part of the proceeds of the Term Loan will be used, directly or indirectly, for the purposes of purchasing or carrying any margin stock, within the meaning of Regulation U. No part of the proceeds of the Term Loan shall be used for any purpose which violates any laws, including, without limitation, the provisions of Regulation U or Regulation X of the Board of Governors of the Federal Reserve System, as amended.

Section 4.08 501(c)(3) Organization. Each Member has received a letter from the Internal Revenue Service classifying it as an organization described in Section 501(c)(3) of the Code that is not a private foundation within the meaning of Section 509(a) of the Code, such letter has not been modified, limited, revoked or superseded, and such Member has conducted its operations and filed all required reports or documents with the Internal Revenue Service so as to maintain such status. No administrative or judicial proceedings are pending or threatened which may, in any way, adversely affect the classification of each Member as an organization (a) described in Section 501(c)(3) of the Code which is exempt from Federal income taxation under Section 501(a) of the Code and (b) which is not a "private foundation" as defined in Section 509 of the Code. Each Member is an organization organized and operated exclusively for charitable purposes and not for pecuniary profit, within the meaning of the Securities Act of 1933, as amended, and no part of the net earnings of such Member inures to the benefit of any person, private stockholder or individual, within the meaning of Section 3(a)(4) of the Securities Act of 1933, as amended.

Section 4.09 No Default. No Default or Event of Default shall have occurred and is continuing. The Obligated Group is not in default with respect to any of its existing Indebtedness, other than any default which may exist with respect to any Indebtedness: (a) which is in an amount that is not greater than \$10,000,000 in the aggregate; or (b) as to which both (i) the Obligated Group has asserted a good faith defense to payment and performance, and (ii) the Obligated Group is maintaining reserves sufficient to fully satisfy such Indebtedness in the event of any adverse determination regarding the Obligated Group's liability therefor.

Section 4.10 Employee Benefit Plans.

(a) **Compliance.** The Obligated Group and their respective ERISA Affiliates are in compliance in all material respects with all applicable provisions of ERISA and the regulations thereunder and of the Code with respect to all Employee Benefit Plans.

(b) **Absence of Termination Event.** No Termination Event has occurred or is reasonably expected to occur with respect to any Plan of the Obligated Group, any of the Members, or any of their respective ERISA Affiliates.

(c) **No Withdrawal Liability.** The Obligated Group and its ERISA Affiliates have not incurred, nor reasonably expect to incur, any withdrawal liability under ERISA in connection with any Multiemployer Plans.

Section 4.11 Environmental Laws. The Obligated Group and each Member's assets are in compliance with all applicable Environmental Laws, in all material respects.

Section 4.12 Obligated Group Obligations. All representations, warranties, covenants, agreements or obligations contained herein requiring performance on the part of any Member shall be joint and several obligations of each Member.

ARTICLE V.

COVENANTS OF THE OBLIGATED GROUP

Section 5.01 Covenants. The Obligated Group Agent covenants on behalf of each Member that, from the date hereof until payment in full of the principal and interest on the Term Loan and any other amounts owed to the Bank under this Agreement and the Related Documents, unless Bank otherwise consents in writing, each Member will:

(a) **Compliance with Master Trust Indenture.** Perform each of the obligations, and otherwise comply with agreements of the Obligated Group under the Master Trust Indenture, including the provisions set forth in the Article IV of the Master Trust Indenture (captioned "General Covenants"), except in any instance in which the Bank specifically agrees in writing to any nonperformance or noncompliance. Further:

(i) Each Member covenants that it will at all times faithfully perform and comply with the agreements of the Obligated Group under this Agreement and the Related Documents to which it is a party, and no Member will undertake any transaction or otherwise take any action or make any omission which would cause the Obligated Group to violate any provision of this Agreement or any of the Related Documents.

(ii) In each instance in this Agreement in which the Obligated Group makes any representation, warranty or gives any covenant or other agreement or undertaking the terms of which are described herein by reference to a provision of the Master Trust Indenture, the applicable provisions of the Master Trust Indenture as amended from time to time in compliance with the provisions thereof and in effect at such date, are incorporated herein by reference and made a part hereof.

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

(i) Within 150 days after the end of each fiscal year of the Obligated Group, audited consolidated financial statements of "West Virginia United Health System, Inc. and Controlled Entities" complying with the requirements of Section 414 (A) of the Master Trust Indenture;

(ii) Within 60 days after the end of each quarter of each fiscal year of the Obligated Group, an unaudited combined or consolidated balance sheet of the Obligated Group as of the last day of such quarter, and related statements of operations, changes in net assets and cash flows for the quarter then ended and for the period from the beginning of the fiscal year in which such quarter occurs through the end of such quarter;

(iii) Promptly upon advance written request by the Bank from time to time, such information regarding the business, operations and financial condition of the Obligated Group as the Bank may reasonably request;

(iv) Annually, at the same time the Obligated Group Agent furnishes the Bank the financial statements required pursuant to Section 5.01(b)(i) and quarterly, at the same time the Obligated Group Agent furnishes the Bank the financial statements required pursuant to Section 5.01(b)(ii), notification of any action, suit or proceeding at law or in equity or by or before any Governmental Authority regarding any Member which (i) has remained unsettled for a period of one year or more and involves claims for damages or relief in an amount greater than \$10,000,000 in excess of any insurance coverage (including self-insurance) available to pay such damages or relief, (ii) has resulted in a final judgment or judgments for the payment of money in an amount greater than \$10,000,000 in excess of any insurance coverage (including self-insurance) available to pay such judgment or judgments, or (iii) has resulted in any attachment or other lien on any assets of any Member for an amount greater than \$10,000,000 in excess of any insurance coverage (including self-insurance) available to pay any such attachment or other lien;

(v) As soon as possible, and in any event within 15 days upon any Member receiving notice or otherwise obtaining knowledge thereof, notice of any Event of Default which shall have occurred, setting forth the details of such Event of Default and any action which the Obligated Group has taken or propose to take with respect thereto;

(vi) As soon as possible, and in any event within 15 days, upon the request of the Bank, copies of any certificates, written requests for fund payouts or any other requests or documents tendered or delivered by the Obligated Group Agent to the Master Trustee under the Master Trust Indenture;

(vii) Within 60 days after the end of each quarter of each fiscal year of the Obligated Group, a certificate (substantially in the form of Exhibit A hereto) of the president or chief financial officer of the Obligated Group Agent to the Bank: (i) stating that, to the best knowledge of such Person, no Event of Default or an event which, with notice or lapse of time or both, would constitute an Event of Default, has occurred and is continuing, or if an Event of Default or such an event has occurred and is continuing, a statement as to the nature thereof and the action which the Obligated Group proposes to take with respect thereto, (ii) showing calculations indicating compliance with the financial covenants set forth herein for such period, as applicable and (iii) confirming that the Subsidiaries of any Member in existence on the date hereof are the only Subsidiaries of such Member or that such Member has no Subsidiaries and, to the extent a new Subsidiary has been formed, alerting the Bank as to the existence of any such Subsidiary;

(viii) As soon as possible, and in any event within 15 days, upon any change of the Obligated Group's independent public accountants, notification thereof and such further information as the Bank may reasonably request concerning the resignation, refusal to stand for reappointment after completion of the current audit or dismissal of such accountants;

(ix) As soon as possible, and in any event within 15 days, upon becoming aware thereof, written notice of any Material Adverse Effect;

(x) As soon as possible, and in any event within 15 days of any Member's receiving notice or otherwise obtaining knowledge thereof, written notice of the commencement or existence of any proceeding against such Member by or before any

court or governmental agency that might, in the reasonable judgment of the Obligated Group, result in a Material Adverse Effect; and

(xi) As soon as possible, and in any event within 15 days, upon becoming aware thereof, notice of any Termination Event or any event or action which would result in a Member's complete withdrawal, partial withdrawal or secondary liability for withdrawal liability payments with respect to a Multiemployer Plan, together with a statement of the president or chief financial officer of such Member describing the event or the action taken and the reasons therefor.

(c) Access. Each Member will permit the Bank or any representative thereof, at any reasonable time during business hours and from time to time upon reasonable advance written notice, to examine and, at the expense of the Bank unless any Event of Default shall have occurred and be continuing, make copies of and abstracts from the records and books and account of each member, excluding therefrom such Member's patient records and similar records afforded confidentiality, and to visit the properties of the Obligated Group and discuss general business and financial matters with its management; provided that in each instance, the Bank will provide reasonable assurances that all confidential information obtained will be treated as such by the Bank in a manner consistent with applicable privacy laws.

(d) Further Assurances. The Obligors shall execute and deliver to the Bank from time to time such other and further documents which are requested by the Bank to evidence or confirm the obligations of the Obligors under this Agreement or any other Related Document to which the Obligors are a party or to otherwise accomplish the purposes and intentions of this Agreement and the Related Documents, it being the intention of the Obligors to provide hereby a full and absolute warranty of further assurance to the Bank.

(e) Required Rating. At all times, the Obligated Group shall maintain (a) a Rating of BBB or higher assigned by S&P or (b) a rating of Baa2 or higher assigned by Moody's.

(f) Financial Covenants.

(1) Debt to Capitalization Ratio. As of the last day of each fiscal year of the Obligated Group and as of the last day of the second quarter of each such fiscal year, the Obligated Group shall not permit the Debt to Capitalization Ratio to exceed 67%.

(2) Historical Debt Service Coverage Ratio. The Obligated Group shall not permit the Historical Debt Service Coverage Ratio of the Obligated Group to be less than 1.10:1, as of the last day of each fiscal year of the Obligated Group.

(3) Days Cash on Hand. As of the last day of each fiscal year of the Obligated Group and as of the last day of the second quarter of each such fiscal year, the Obligated Group shall not permit the Days Cash on Hand to be less than 90.

(g) Intentionally Omitted.

(h) Additional Members. In each instance in which a Member is added to the Obligated Group, such Member shall become an obligor hereunder, jointly and severally liable for the performance of the other agreements of each Member hereunder, and the Obligated Group Agent shall execute and deliver or cause to be executed and delivered such documents, certificates and opinions as the Bank may reasonably require in connection therewith.

(i) Modification of Master Trust Indenture. Unless the Bank otherwise consents, the Obligated Group Agent will not enter into or otherwise cause or permit any modification of the Master Trust Indenture, as in effect on the Closing Date, other than any amendment or supplement (i) providing for the issuance of additional Obligations within the limits on Indebtedness set forth therein, (ii) providing for the admission of any Member in accordance with the terms thereof, or (iii) any other amendment or supplement which may be made without the consent of the holders of Obligations in compliance with Section 701 of the Master Trust Indenture.

(j) Financial Covenants in Other Credit Agreements. Without limiting any other provision of this Agreement, any and all financial covenants contained in the Other Credit Agreements in effect as of the date of this Agreement, if any, are hereby incorporated herein and made a part hereof and all definitions related thereto are incorporated herein (but only for the purpose of interpreting such financial covenants and only to the extent necessary for such interpretation). The Obligors agree, for the benefit of the Bank, to comply or cause compliance with each of such financial covenants for so long as such Other Credit Agreement is outstanding.

(k) True Books. Each Member shall keep books of record and account in which full entries will be made of all of its financial transactions in conformity with GAAP.

(l) ERISA. Each Member shall comply with all requirements of ERISA applicable to it (including the payment of all obligations and liabilities arising under ERISA) and furnish to the Bank as soon as possible and in any event within thirty (30) days after it or any duly appointed administrator of any employee pension benefit plan (as defined in ERISA) knows or has reason to know that any Reportable Event (as defined in ERISA) with respect to any such plan has occurred, a statement of the chief financial officer of such Member describing in reasonable detail such Reportable Event and any action which the Obligated Group proposes to take with respect thereto, together with a copy of the notice of such Reportable Event given to the PBGC or a statement that said notice will be filed with the annual report to the United States Department of Labor with respect to such plan if such filing has been authorized.

(m) Tax Status. The Obligor will not take any action or suffer any action to be taken by others that will impair its Section 501(c)(3) status.

ARTICLE VI.

EVENTS OF DEFAULT

Section 6.01 Events of Default. The occurrence of any of the following events shall be an "Event of Default" hereunder.

(a) The Obligated Group Agent shall fail to pay, within one Business Day after the date the same first becomes due and payable, time being of the essence, any amounts owed under this Agreement or any Related Document; or

(b) Any failure, in any material respect, of any representation or warranty made by the Obligated Group under this Agreement or any Related Documents, to be true as of the date made; or

(c) [Intentionally Omitted]

(d) If a Member defaults in the performance or observance of any the covenants contained in Section 5.01(b), (c), (f), or (i) hereof and with respect to Section 5.01(i), such default shall remain unremedied for a period of seven days; or

(e) If a Member defaults in the performance or observance of any other agreement or covenant contained herein on its part to be observed or performed, and such default shall remain unremedied for a period of 30 days after notice thereof to the Obligated Group Agent from the Bank; provided, that such 30-day cure period shall be subject to extension for an additional 30 days if (i) in the opinion of the Bank, (A) the default is capable of cure within such 30-day period and (B) such Member is diligently proceeding to remedy such default; or

(f) If there shall occur any "Event of Default" as specified in the Related Documents, the Covenant Agreement dated as of June 1, 2011 between the Bank and the Obligated Group Agent, as amended from time to time, the Covenant Agreement dated as of October 2, 2012, as amended from time to time, the Loan Agreement dated June 24, 2009 between the Bank and the Obligated Group Agent, as amended from time to time, or the Credit Agreement dated September 30, 2013 between the Bank and the Obligated Group Agent, as amended from time to time; or

(g) The occurrence of any of the following:

(i) The filing by any Member of any petition instituting a voluntary case under the United States Bankruptcy Code, or any other petition or pleading seeking an order for relief, reorganization, composition, readjustment, liquidation or similar relief under the United States Bankruptcy Code or any other present or future state or federal law or regulation,

(ii) The filing by any Member of any petition or pleading or the taking of other action seeking, consenting to, or acquiescing in the appointment of any trustee, receiver or liquidator of such Member, or any material portion of such person's assets, or

(iii) The making by any Member of a general assignment for the benefit of creditors, or any admission by the Member that it is unable to pay its debts generally as they become due or is otherwise not Solvent; or

(h) The filing against any Member of a petition or other pleading seeking an order for relief, reorganization, composition, readjustment, liquidation or similar relief under the United States Bankruptcy Code or any other present or future state or federal law or regulation, and the same shall not have been unconditionally dismissed within 60 days after the filing of such petition or other pleading; or the entry of any order for relief or similar order in any action, case or proceeding instituted by any petition or other pleading described in the foregoing provisions of this Section; or

(i) Any one or more judgments against any Member or any one or more attachments or other levies against any property of any Member, in any case with respect to claims for an aggregate amount in excess of \$10,000,000 not adequately insured or indemnified against, shall remain unpaid, unstayed on appeal, undischarged, unbonded or undismissed for a period of 30 days; or

(j) There shall have been filed any notice of tax lien or similar lien against any one or more of the Members involving any one or more claims of liability of any one or more of the

Members in an aggregate amount of \$10,000,000 or more, and the same shall not have been vacated, released, discharged, stayed or bonded pending appeal before the date which occurs 30 days after the filing of such notice; or

(k) Any Related Document shall for any reason cease to be in full force and effect other than as a result of the repayment in full of all obligations issued thereunder; or

(l) [Intentionally Omitted]

(m) Any Plan Termination Event with respect to a Plan which the Bank determines in good faith might constitute grounds for the termination of any Plan or for the appointment of a trustee to administer any Plan shall have occurred, and, after the expiration of no less than 30 days after notice thereof shall have been given to the Obligated Group Agent by the Bank, (i) such Plan Termination Event (if correctable) shall not have been corrected, and (ii) the then present value of such Plan's vested benefits exceeds the then current value of assets accumulated in such Plan and the Obligated Group shall not have remedied any such deficiency; or

(n) Any Rating Agency then rating the same obligations of the Obligated Group shall withdraw or suspend (for credit-related reasons and other than at the request of the Obligated Group) its Rating assigned to the Obligated Group or any senior obligations of the Obligated Group; or

(o) The Master Trust Indenture shall terminate or cease to be in full force and effect, other than a result of any redemption or other repayment in full of all Obligations (including the 2014-7 Note).

Section 6.02 Rights Upon an Event of Default. Upon the occurrence of an Event of Default, the Bank may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) If any Event of Default shall occur, the Bank may declare the commitment of the Bank to make advances under the Term Loan to be terminated, whereupon such commitment and obligation shall be terminated.

(b) If any Event of Default shall occur, the Bank may, subject to the provisions of Section 6.02(d) and 6.02(e) hereof, enforce any and all rights and interests created and existing hereunder or under any of the other Related Documents and all rights of set-off;

(c) If any Event of Default shall occur, the Bank may adjust the interest rate of the Term Loan to the Default Rate and thereafter calculate and collect interest owed on the Term Loan at the Default Rate.

(d) If any Event of Default specified in Section 6.01(a) shall occur and continue for seven (7) days after the occurrence thereof, the Bank may (i) declare the unpaid principal amount of the Term Loan, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Obligated Group and (ii) direct the Master Trustee to accelerate the 2014-7 Note in accordance with the terms thereof and of the Master Indenture;

(e) If any Event of Default specified in Section 6.01(d), (e), (f) or (n) shall occur and continue for thirty (30) days after the occurrence thereof, the Bank may (i) declare the unpaid principal amount of the Term Loan, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Obligated Group and (ii) direct the Master Trustee to accelerate the 2014-7 Note in accordance with the terms thereof and of the Master Indenture; and

(f) If any Event of Default (other than as set forth in Section 6.02(d) or 6.02(e) hereof) shall occur, the Bank may (i) declare the unpaid principal amount of the Term Loan, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Related Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Obligated Group and (ii) direct the Master Trustee to accelerate the 2014-7 Note in accordance with the terms thereof and of the Master Indenture.

Notwithstanding the foregoing, if a default under Section 6.01(g) or (h) shall occur, then the obligation of the Bank to make term loan advances shall automatically terminate, the unpaid principal amount of the Term Loan and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Bank.

Section 6.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, under the Related Documents, or now or hereafter existing at law or in equity or by statute.

Section 6.04 Compliance with Master Trust Indenture. All rights and remedies of the Bank with respect to the 2014-7 Note shall be subject to the terms and conditions of the Master Trust Indenture.

ARTICLE VII.

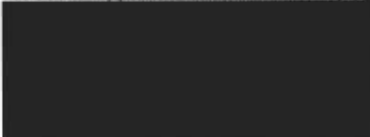
MISCELLANEOUS

Section 7.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Obligated Group therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 7.02 Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including required copies) and sent by receipted hand delivery (including Federal Express or other receipted courier service), facsimile or regular mail, at the following address for the following parties (all notices, requests and deliverables to be made, received or provided by any Member under this Agreement shall be made by the Obligated Group Agent on behalf of such Member):

If to the Obligated Group
Agent or any Member:

West Virginia United Health System



[REDACTED]

If to the Bank:

Branch Banking and Trust Company

[REDACTED]

or, as to each party, at such other address as shall be designated by such party in a written notice to other party. All such notices and communications shall, when hand delivered, be effective upon delivery, when faxed, be effective when confirmation of receipt is received, respectively, and, when made by regular mail, shall not be effective until receipt.

Section 7.03 No Waiver. No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

Section 7.04 Right of Set-off.

(a) Upon the occurrence of any Event of Default, the Bank is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final), excluding deposits which constitute trust accounts, at any time held and other indebtedness at any time owing by the Bank to or for the credit or the account of any Member against any and all of the obligations of the Obligated Group now and hereafter owing to the Bank. The Obligated Group authorizes the Bank to exercise the set-off rights set forth herein for the benefit of the Master Trustee for the benefit of the holders of Obligations under the Master Trust Indenture and, following such set-off, the Bank is authorized and, to the extent permitted by law, required to deliver the proceeds realized from the exercise of such set-off right to the Master Trustee. Amounts realized by the Bank upon exercise of the set-off rights set forth herein shall be held and applied on a parity basis for the benefit of the holders of the Obligations. Upon the exercise of any set-off in accordance with this Section 6.04(a), the Obligated Group's obligations owing to the Bank shall be set-off only by an amount equal to the Bank's pro rata share of such set-off proceeds actually received by the Bank from the Master Trustee.

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

Section 7.05 Indemnification.

(a) Without limiting any other agreement of the Obligated Group under this Agreement, the Obligated Group hereby agrees to indemnify and hold harmless the Bank and its respective parent corporations, directors, officers, employees and agents (collectively, the "Indemnified Persons") from and against any and all losses, claims, demands, damages, liabilities and expenses (including reasonable attorneys' fees of counsel selected by the Bank) which may be imposed on, incurred by or asserted against any Indemnified Person (including claims against

or amounts payable by any Indemnified Person by reason of settlement of or defense against any of the foregoing) by reason of or in any way related to or arising out of (i) the 2014-7 Note or (ii) any breach by the Obligated Group of any of its agreements hereunder or under any of the other Related Documents, or any other default on the part of the Obligated Group hereunder or thereunder; provided, however, that the Obligated Group shall not be required to indemnify and hold harmless any Indemnified Person for any such losses, claims, demands, damages, liabilities or expenses arising as a result of (1) any bad faith, willful misconduct or gross negligence of the Bank, or (2) a claim brought by any member of the Obligated Group against an Indemnified Person for breach in bad faith of such Indemnified Person's obligations hereunder or under any of the other Related Documents, if such member of the Obligated Group has obtained a final and non-appealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(b) The indemnification and other agreements of the Obligated Group under this Section shall survive the termination of this Agreement.

Section 7.06 Costs, Expenses and Taxes. The Obligated Group Agent agrees to pay immediately when due all reasonable costs and expenses in connection with the preparation, execution, delivery, filing, recording, and enforcement of this Agreement and the Related Documents and any other documents which may be delivered in connection with this Agreement and the Related Documents or the transactions contemplated hereby or thereby, including, without limitation, the reasonable fees and out-of-pocket expenses of the Bank and of counsel for the Bank. In addition, the Obligated Group Agent shall pay any and all stamps and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement, the Related Documents and such other documents, and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees.

Section 7.07 Binding Effect. This Agreement shall become effective when it shall have been executed by the Obligated Group Agent and the Bank and thereafter shall be binding upon and inure to the benefit of the Obligated Group and the Bank and their respective successors and assigns, except that the Obligated Group shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Bank. The Bank may, without cost or expense to the Obligated Group, assign or sell a participation in all or any part of, or any interest (undivided or divided) in, the Bank's rights and benefits under this Agreement; provided, however, that the Bank will provide prompt notice to the Obligated Group Agent of any assignment of its rights and benefits hereunder. Notwithstanding the foregoing, the Obligated Group acknowledges and consents to the Bank selling a \$2,400,000 participation to Bank of Charles Town on the Closing Date and a \$2,400,000 participation to United Bank on the Closing Date and the Obligated Group agrees to pay all reasonable costs and expenses in connection with the preparation of all documentation necessary to effect such participations.

Section 7.08 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 non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 7.09 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of West Virginia.

Section 7.10 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 7.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties in connection with it.

Section 7.12 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.13 Waiver of Jury Trial. THE PARTIES TO THIS AGREEMENT waive trial by jury in any action or proceeding to which THEY may be parties, arising out of, in connection with or in any way pertaining to, this AGREEMENT. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such action or proceedings, including claims against parties who are not parties to this AGREEMENT. This waiver is knowingly, willingly and voluntarily made.

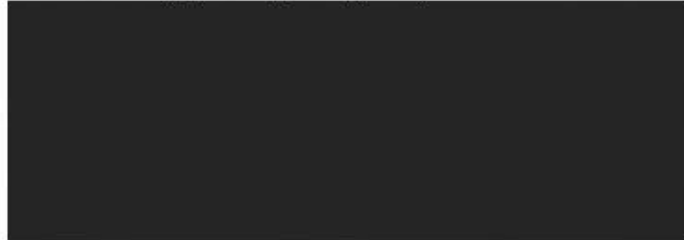
Section 7.14 Interest Rate Limitation. Notwithstanding anything to the contrary contained in this Agreement or any Related Document, the interest paid or agreed to be paid under this Agreement and the 2014-7 Note shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "Maximum Rate"). If the Bank shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Term Loan or, if it exceeds such unpaid principal, refunded to the Obligated Group. In determining whether the interest contracted for, charged or received by the Bank exceeds the Maximum Rate, the Bank may, to the extent permitted by applicable law, (i) characterize any payment that is not principal as an expense, fee or premium rather than interest, (ii) exclude voluntary prepayments and the effects thereof and (iii) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Term Loan.

Section 7.15 Release of Withdrawing Non-Material Obligated Group Member. If any Non-Material Obligated Group Member (the "withdrawing Member") proposes to withdraw from the Obligated Group pursuant to Section 405 of the Master Trust Indenture and (a) all of the conditions to such withdrawal set forth in clauses (a) through (f) of such Section 405 are satisfied or would be satisfied upon the release of such withdrawing Member from this Agreement and the related Obligations, (b) no Event of Default has occurred and is continuing, and (c) the Obligated Group Agent delivers to the Bank a certificate (i) to the effect of the matters set forth in clauses (a) and (b) above and (ii) that the withdrawing Member is a Non-Material Obligated Group member together with supporting calculations and such other supporting information as the Bank may reasonably request in writing, then, effective upon the date the withdrawing Member is to cease to be an Obligated Group Member or the date of the aforesaid certificate, whichever is later (the "Withdrawal Date"), the withdrawing Member shall be released from all further liability under this Agreement, the 2014-7 Note and the other Related Documents and, for the avoidance of doubt, from and after the Withdrawal Date the withdrawing Member shall cease to be an obligor under this Agreement, the 2014-7 Note and the other Related Documents.

[Signature Page Follows]

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

WEST VIRGINIA UNIVERSITY HOSPITALS, INC., as Obligated Group Agent for and on behalf of the Obligated Group named herein



BRANCH BANKING AND TRUST COMPANY

By: _____

Name: _____

Title: _____

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

**WEST VIRGINIA UNIVERSITY HOSPITALS,
INC.,** as Obligated Group Agent for and on behalf
of the Obligated Group named herein

By: _____ (SEAL)

Name: _____

Title: _____

BRANCH BANKING AND TRUST COMPANY



[Signature Page to Credit Agreement]

Exhibit A

Form of Officer's Certificate

The undersigned _____, the _____ of WEST VIRGINIA UNIVERSITY HOSPITALS, INC., as Obligated Group Agent for the Obligated Group, WEST VIRGINIA UNIVERSITY HOSPITALS, INC., CITY HOSPITAL, INC., CITY HOSPITAL FOUNDATION, INC., THE CHARLES TOWN GENERAL HOSPITAL (d/b/a JEFFERSON MEMORIAL HOSPITAL), UNITED HOSPITAL CENTER, INC. and CAMDEN-CLARK MEMORIAL HOSPITAL CORPORATION (collectively, the "Obligor"), hereby certifies to Branch Banking and Trust Company (the "Bank") pursuant to Section 5.01(b) of the Credit Agreement dated as of June 26, 2014 between the Obligated Group Agent and the Bank (the "Agreement") that,

(i) to the best of his knowledge, the Obligated Group has performed and observed each and every agreement contained in the Agreement;

(ii) attached hereto are calculations evidencing compliance with the financial covenants of the Agreement; and

(iii) to the best of his knowledge, no Event of Default (as defined in the Agreement) or an event which, with notice or lapse of time or both, would constitute an Event of Default, has occurred.

This _____ day of _____, 20__.

[Name]
[Title]