

EIGHTH SUPPLEMENTAL MASTER TRUST INDENTURE

THIS EIGHTH SUPPLEMENTAL MASTER TRUST INDENTURE dated as of June 30, 2011 (this "Eighth Supplemental Indenture") amending and supplementing the Master Indenture (as defined below), and effective from the time of execution and delivery hereof, is by and among ADVENTIST HEALTHCARE, INC. ("AHC"), HACKETTSTOWN COMMUNITY HOSPITAL ("HCH") and ADVENTIST REHABILITATION HOSPITAL OF MARYLAND, INC. ("ARH," together with AHC and HCH, the "Obligated Group"), and MANUFACTURERS AND TRADERS TRUST COMPANY, as successor trustee (the "Master Trustee").

RECITALS

The members of the Obligated Group (each a "Member" and collectively, the "Members") have previously entered into the Amended and Restated Master Trust Indenture dated as of February 1, 2003, as supplemented and amended (the "Master Indenture,"), pursuant to which the Members have issued various Notes secured by the Unrestricted Revenues (as defined therein) of the Members.

Wells Fargo Bank, National Association, successor to Wachovia Bank, National Association (the "Bank") and AHC entered into a 2011 Amended and Restated Line of Credit Agreement (Shady Grove Parking) dated June 30, 2011 (as supplemented and amended, the "Shady Grove Parking Line of Credit") pursuant to which AHC has outstanding \$16,000,000 which amended and restated a Line of Credit Agreement dated March 12, 2008, (as supplemented and amended prior to the date hereof, the "2008 Shady Grove Parking Line of Credit"). AHC also executed and delivered a promissory note March 12, 2008 (as supplemented and amended prior to the date hereof, the "2008 Shady Grove Parking Line of Credit Note") to the Bank to evidence AHC's obligations under the 2008 Shady Grove Parking Line of Credit and, as Obligated Group Representative, AHC executed and delivered Master Note No. 20 (the "Original 2008 Bank Note") pursuant to the Master Indenture to evidence and secure the obligations of AHC under the 2008 Shady Grove Parking Line of Credit and the 2008 Shady Grove Parking Line of Credit Note. The Bank and AHC have amended and restated the Shady Grove Parking Line of Credit and extended it until June 30, 2014 and on the date hereof are terminating the 2008 Shady Grove Parking Line of Credit, the 2008 Shady Grove Parking Line of Credit Note and the Original 2008 Bank Note and executing and delivering Master Note No. 25 (the "Bank Note") pursuant to the Master Indenture to evidence and secure the obligations of AHC under the Shady Grove Parking Line of Credit.

Pursuant to Section 7.01(e) of the Master Indenture, the Obligated Group and the Master Trustee may enter into a Supplemental Indenture (as defined in the Master Indenture) in order to authorize the issuance of Obligations without notice to or the consent of the holders of Obligations. The Obligated Group and the Master Trustee are entering into this Eighth Supplemental Indenture in order to set forth the terms of the Bank Note.

In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligated Group and the Master Trustee do hereby agree as follows:

**ARTICLE 1.
DEFINITIONS AND RULES OF CONSTRUCTION**

Section 1.01 Definitions; Rules of Construction.

(a) Terms used in this Eighth Supplemental Indenture and not defined herein shall have the respective meanings given such terms in the Master Indenture. In addition to the terms defined elsewhere herein, as used in this Eighth Supplemental Indenture, unless a different meaning clearly appears from the context, the following terms shall have the meanings indicated:

“Master Note No. 25” means the Bank Note, as described in Section 2.01.

“Obligated Group Representative” means AHC or any such other entity as shall be designated pursuant to the Master Indenture.

(b) Any reference to a particular Article or Section shall be to such Article or Section of this Eighth Supplemental Indenture unless the context shall otherwise require. In all other respects, the rules set forth in Section 1.02 of the Master Indenture shall apply to the construction of this Eighth Supplemental Indenture.

**ARTICLE 2.
THE BANK NOTE**

Section 2.01 Bank Note.

(a) On the date hereof, the Obligated Group has issued Master Note No. 25 in the maximum principal amount of \$16,000,000, securing the obligations of AHC to pay principal and interest thereon under the Shady Grove Parking Line of Credit, including the obligation to pay to the Bank as and when the same shall become due and payable in accordance with the terms thereof, an amount equal to the sum of (i) the total amount drawn under the Shady Grove Parking Line of Credit and (ii) interest on such amount until the required dates of payment thereof, as such required dates may be extended and the terms thereof may be amended in accordance with the terms of the Shady Grove Parking Line of Credit. Notwithstanding any other provision of this Eighth Supplemental Indenture, the Shady Grove Parking Line of Credit or the Bank Note, no amount payable under the Shady Grove Parking Line of Credit or the Bank Note other than the principal and interest payable thereunder shall constitute an Obligation under the Master Indenture.

(b) For all purposes of the Master Indenture, until such time as the Shady Grove Parking Line of Credit shall terminate, and all amounts payable under the Shady Grove Parking Line of Credit shall have been fully and finally paid (A) the Bank Note shall constitute an outstanding Obligation under the Master Indenture, and (B) the Bank shall be deemed to be the holder and owner of the Bank Note for all purposes under the Master Indenture unless and until the Bank shall transfer or exchange the Bank Note pursuant to Section 2.05 of the Master Indenture. A specimen of the Bank Note is attached hereto as Appendix A.

(c) Any payment to the Bank on the Bank Note shall constitute a payment to the Bank on the Shady Grove Line of Credit and vice versa. Notwithstanding any provision of the Shady Grove Parking Line of Credit with respect to the crediting of amounts paid by the Obligated Group Members to amounts due under the Shady Grove Parking Line of Credit, amounts paid to the Bank under Section 6.05 of the Indenture for the payment of principal and interest on the Bank Note shall be credited against the principal amount thereof and interest thereon, respectively.

Section 2.02 Defeasance.

(a) The Bank Note shall be deemed to have been paid within the meaning of and with the effect expressed in the Master Indenture when the Shady Grove Parking Line of Credit shall have terminated, and all amounts payable under the Shady Grove Parking Line of Credit shall have been fully and finally paid.

(b) The Bank hereby agrees to promptly return the Bank Note to AHC when the Shady Grove Parking Line of Credit shall have terminated, and all amounts payable under the Shady Grove Parking Line of Credit shall have been fully and finally paid.

**ARTICLE 3.
CONDITIONS TO ISSUANCE OF OBLIGATIONS**

Section 3.01 Conditions Precedent to the Issuance of Obligations.

This Eighth Supplemental Indenture is a Supplemental Indenture created for the purpose of issuing the Bank Note in accordance with Section 2.03 of the Master Indenture. The following documents are attached and incorporated herein pursuant to Section 2.03 of the Master Indenture:

(a) a duly executed copy of this Eighth Supplemental Indenture as required by Section 2.03(a) of the Master Indenture;

(b) all certificates, opinions, written statements and other items required pursuant to Section 4.12 of the Master Indenture in connection with the incurrence by the Obligated Group Members of the Bank Note, and evidence that the Obligated Group has satisfied the Revenue Test;

(c) a copy of a resolution by or on behalf of the governing body of each Obligated Group Member authorizing the issuance of the Bank Note and the execution and delivery by the Obligated Group Members of this Eighth Supplemental Indenture, certified by an authorized officer of the Obligated Group Representative;

(d) an Opinion of Counsel, as required by Section 2.03(d) of the Master Indenture and in the form attached hereto as Appendix C;

(e) an Officer's Certificate to the effect that, upon the issuance of the Bank Note, no Event of Default or event that, with notice or lapse of time or both, would constitute an Event of Default, shall have occurred or be continuing; and

(f) an Order of the Obligated Group Representative directing the authentication and delivery of the Bank Note and designating the person to whom the Bank Note is to be delivered, in the form attached hereto as Appendix D.

In accordance with Section 2.03 of the Master Indenture, the Master Trustee shall authenticate the Bank Note and deliver such Obligation in accordance with the Order of the Obligated Group Representative described in clause (f) above.

ARTICLE 4. MISCELLANEOUS

Section 4.01 Execution in Several Counterparts.

This Eighth Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original for all purposes; and all such counterparts shall together constitute but one and the same instrument.

Section 4.02 Severability.

If any clause, provision or section of this Eighth Supplemental Indenture is held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Eighth Supplemental Indenture shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Eighth Supplemental Indenture is held to be in violation of law, such agreement or obligation shall nevertheless be determined to be the agreement or obligation of the Members or the Master Trustee, as the case may be, to the full extent permitted by law.

Section 4.03 Waiver.

The Obligated Group Representative has given notice to the Master Trustee, of (a) the principal amount of the Bank Note, (b) the proposed effective date of the Bank Note and (c) the provision of Section 4.12 of the Master Indenture being relied upon to permit the Indebtedness secured by such Bank Note to be incurred. The Master Trustee hereby acknowledges receipt of the notice required pursuant to Section 4.12 of the Master Indenture and by signature hereof agrees to accept this notice as meeting all requirements of notice to the Master Trustee pursuant to such Section and waive any notice requirements not met.

Section 4.04 Credit Documents.

The Obligated Group Members covenant and agree that they shall not enter into any amendment or other modification of any credit agreement which is secured by an Obligation or any document executed and delivered by any Obligated Group Member in connection therewith (each, a "Credit Document") unless 10 days' prior written notice of the proposed amendment or modification shall have been given to the Authority. The Obligated Group Members shall provide the Authority with a copy of any amendment or modification of any Credit Document promptly upon the execution and delivery thereof. The Obligated Group Members shall provide

to the Authority notice of the occurrence of any default under any Credit Document immediately upon the occurrence thereof, which notice shall set forth the nature of such default and the action which the Obligated Group Members propose to take with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Supplemental Indenture to be duly executed and delivered, all as of the day and year first above written.

ADVENTIST HEALTHCARE, INC.

ATTEST:

By: *Maureen A. Dymond*
Its: *Director of Treasury Services*

By: *[Signature]*
James G. Lee
Executive Vice President and Chief
Financial Officer

HACKETTSTOWN COMMUNITY HOSPITAL

ATTEST:

By: *Maureen A. Dymond*
Its: *Director of Treasury Services*

By: *[Signature]*
James G. Lee
Executive Vice President and Chief
Financial Officer

ADVENTIST REHABILITATION HOSPITAL OF MARYLAND, INC.

ATTEST:

By: *Maureen A. Dymond*
Its: *Director of Treasury Services*

By: *[Signature]*
James G. Lee
Executive Vice President and Chief
Financial Officer

MANUFACTURERS AND TRADERS TRUST COMPANY, as master trustee

ATTEST:

By: _____
Its: _____

By: _____
Farrah F. Welsh
Assistant Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Supplemental Indenture to be duly executed and delivered, all as of the day and year first above written.

ADVENTIST HEALTHCARE, INC.

ATTEST:

By: _____

Its: _____

By: _____

James G. Lee
Executive Vice President and Chief
Financial Officer

**HACKETTSTOWN COMMUNITY
HOSPITAL**

ATTEST:

By: _____

Its: _____

By: _____

James G. Lee
Executive Vice President and Chief
Financial Officer

**ADVENTIST REHABILITATION
HOSPITAL OF MARYLAND, INC.**

ATTEST:

By: _____

Its: _____

By: _____

James G. Lee
Executive Vice President and Chief
Financial Officer

**MANUFACTURERS AND TRADERS
TRUST COMPANY, as master trustee**

ATTEST:

By: Nancy E. Wagner

Its: Trust Officer

By: Farrah F. Welsh

Farrah F. Welsh
Assistant Vice President

The Maryland Health and Higher Educational Facilities Authority (the "Authority") hereby acknowledges receipt of the notice required for this Eighth Supplemental Indenture pursuant to the outstanding Loan Agreements between the Authority and AHC and receipt of the items required pursuant to Section 2.03 of the Master Indenture and by signature hereof agrees to waive the remainder of the 30-day period required by the Loan Agreements between notice to the Authority of the Eighth Supplemental Indenture and its effective date and the remainder of the ten day notice required by the Master Indenture of an amendment to any credit agreement secured by an Obligation.

**MARYLAND HEALTH AND HIGHER
EDUCATIONAL FACILITIES AUTHORITY**

By: 
Its: Executive Director

APPENDIX A

COPY OF BANK NOTE

See Attached

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

Master Note No. 25

\$16,000,000

Obligated Group Direct Obligation Master Note
for
Adventist HealthCare, Inc., Hackettstown Community Hospital
and Adventist Rehabilitation Hospital of Maryland, Inc.

ADVENTIST HEALTHCARE, INC., a nonstock corporation organized and existing under the laws of the State of Maryland ("AHC"), HACKETTSTOWN COMMUNITY HOSPITAL, a nonprofit corporation organized and existing under the laws of the State of New Jersey ("HCH"), and ADVENTIST REHABILITATION HOSPITAL OF MARYLAND, INC., a nonstock corporation organized and existing under the laws of the State of Maryland ("ARH" and, together with AHC and HCH and all other members during such time as they shall be parties to the Master Indenture, are referred to collectively herein as the "Obligated Group" or "Obligated Group Members") under the terms of an Amended and Restated Master Trust Indenture dated as of February 1, 2003, as supplemented and amended from time to time (the "Master Indenture"), among the Obligated Group Members and Manufacturers and Traders Trust Company, as successor trustee (the "Master Trustee"), for value received, hereby jointly and severally agree to pay to WELLS FARGO BANK, NATIONAL ASSOCIATION, successor to Wachovia Bank, National Association, or its successors and assigns (the "Bank"), the principal sum of \$16,000,000 or so much thereof as shall be due and owing and outstanding pursuant to the 2011 Amended and Restated Shady Grove Parking Line of Credit Agreement dated June 30, 2011, by and between AHC and the Bank (as supplemented and amended, the "Shady Grove Parking Line of Credit"), together with interest on any and all principal amounts outstanding thereunder from time to time, from the date such amounts become due until payment in full, payable at the times, in the manner and at the rates per annum specified in the Shady Grove Parking Line of Credit.

The Obligated Group Members unconditionally agree that they will, jointly and severally, repay to the Bank the full amount of all principal and interest thereon owed by AHC, in accordance with the terms of the Shady Grove Parking Line of Credit. Payment shall be duly made if received from any Member or collectively from or on behalf of all or any group of Obligated Group Members. Payment to the Bank on either the Shady Grove Parking Line of Credit or this Master Note shall constitute an offset of a corresponding amount on the amount due on the other. It is the intention that this Master Note shall replace in full the existing Master Note No. 20 and that, from and after the date hereof, the existing Master Note No. 20 shall be terminated.

The Obligated Group Members may withdraw from the Obligated Group under the terms and conditions set forth in the Master Indenture and subsequent to such withdrawal shall have no further obligation under this Master Note or the Master Indenture unless such institution once again becomes a party to the Master Indenture. Additional parties may from time to time be added to the Obligated Group and, upon being added, each such new Obligated Group Member shall be jointly and severally obligated with respect to this Master Note.

This Master Note is issued under and pursuant to the terms of the Master Indenture, and is entitled to the security, rights and benefits afforded thereby.

Copies of the Master Indenture are on file at the designated corporate trust office of the Master Trustee and reference is hereby made to the Master Indenture for the provisions, among others, with respect to the nature and extent of the rights of the owners of the Obligations (as such term is defined in the Master Indenture), the terms and conditions on which, and the purposes for which, the Obligations are issued and the rights, duties and obligations of the Obligated Group Members and the Master Trustee under the Master Indenture, to all of which the owner hereof, by acceptance of this Master Note, assents.

Upon the occurrence of certain "Events of Default," as defined in the Master Indenture, the principal of all outstanding Obligations may be declared, and thereupon shall become due and payable as provided in the Master Indenture.

The owner of this Master Note shall have no right to enforce the provisions of the Master Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default under the Master Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Master Indenture.

This Master Note shall be registered on the register to be maintained by the Master Trustee for that purpose at the designated corporate trust office of the Master Trustee, and this Master Note shall be transferable only upon said register at said office by the registered owner or by his duly authorized attorney. Upon any such transfer, the Master Trustee shall authenticate and deliver, in exchange for this Master Note, a new registered master note or notes registered in the name of the transferee, subject to the conditions and upon payment of the charges provided in the Master Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Master Note exist, have happened and have been performed and that the issuance, authentication and delivery of this Master Note have been duly authorized by all Obligated Group Members and the Obligated Group Representative has been duly authorized and has full power to execute this Master Note and thereby bind all Members under the terms of the Master Indenture.

This Master Note shall not be entitled to any benefit under the Master Indenture, or be valid or become obligatory for any purpose, until this Master Note shall have been authenticated by the Master Trustee by execution of the certificate of authentication hereon.

IN WITNESS WHEREOF, the Obligated Group Members have caused this Master Note No. 25 to be executed this 30th day of June, 2011.

ADVENTIST HEALTHCARE, INC.,
as Obligated Group Representative

Attest:

By: _____

Its: _____

By: _____

James G. Lee
Executive Vice President and Chief
Financial Officer

This Master Note No. 25 is one of the Obligations described in the within-mentioned Master Indenture.

MANUFACTURERS AND TRADERS
TRUST COMPANY, as Master Trustee

By: _____
Farrah F. Welsh
Assistant Vice President

Authentication Date: June 30, 2011

APPENDIX B

OBLIGATED GROUP REPRESENTATIVE'S CERTIFICATE

See Attached

CERTIFICATE OF OBLIGATED GROUP REPRESENTATIVE

I, the undersigned, James G. Lee, the duly appointed, qualified and acting Executive Vice President and Chief Financial Officer of Adventist HealthCare, Inc. ("AHC"), as Obligated Group Representative under and as defined in the Amended and Restated Master Trust Indenture dated as of February 1, 2003 by and among Manufacturers and Traders Trust Company, as successor trustee (the "Master Trustee"), and AHC, Hackettstown Community Hospital ("HCH") and Adventist Rehabilitation Hospital of Maryland, Inc. ("ARH," and, together with AHC and HCH, the "Members"), as amended and supplemented (the "Master Indenture") do hereby certify as follows:

(i) The requirements and conditions set forth in the Master Indenture and the Eighth Supplemental Master Trust Indenture dated as of June 30, 2011, by and among the Master Trustee and the Members (the "Eighth Supplemental Master Indenture") with respect to the issuance of Master Note No. 25 (as defined in the Eighth Supplemental Master Indenture, the "Bank Note") have been satisfied and complied with and upon the issuance of the Bank Note, no Event of Default (as defined in the Master Indenture) or event that, with notice or lapse of time or both, would constitute an Event of Default, shall have occurred and be continuing.

(ii) The Indebtedness secured by the Bank Note is incurred pursuant to Section 4.12(e) of the Master Indenture. The Debt Service Coverage Ratio for the Fiscal Year ended December 31, 2010, which is the most recent Fiscal Year for which audited financial statements have been prepared, was 3.0, as shown by the calculations in Part I of Exhibit A attached hereto, which amount is not less than 1.10. If the Indebtedness secured by the Bank Note was incurred as of the first day of the Fiscal Year ended December 31, 2010, the Debt Service Coverage Ratio for such Fiscal Year would have been 2.37, which is not less than 1.25, as shown by the calculations in Part I of Exhibit A attached hereto.

(iii) In computing the Maximum Annual Debt Service for the purposes of this certificate (a) Master Notes No. 9, 11 and 12 have been deemed to bear interest at annual rates of 0.34%, 0.24% and 0.24%, respectively, which rates are not less than the weighted average interest rate per annum borne by such Obligations during the 12-month period ending on the date hereof or the interest rates per annum borne by such Obligations on the date hereof, (b) Master Note No. 25 has been deemed to bear interest at the annual rate of 2.24% which is the average monthly LIBOR over the last 12 months plus 2%; (c) Master Notes No. 16 and 22 have been deemed to bear interest at annual rates of 3.567% and 3.457%, respectively, which are the rates per annum of the 2005 Swap Agreement with respect to such Obligations, and (d) Master Notes No. 10, 13, 14, 15, 18, 19 and 20 have been disregarded.

(iv) The Master Trustee has acknowledged in writing receipt of notice and waived any notice requirements of Section 4.12 of the Master Indenture not fully met.

(v) With respect to the Shady Grove Parking Line of Credit, no event of default has occurred and is continuing and all representations and warranties thereunder are true and accurate; since December 31, 2010, there has been no material adverse change in the financial condition, assets, nature of the assets, operations or prospects of the Obligated Group.

Terms used herein and not defined herein shall have the respective meanings given such terms in the Master Indenture.

IN WITNESS WHEREOF, I have hereunto set my hand, this 30th day of June, 2011.

ADVENTIST HEALTHCARE, INC.

ATTEST:

By: _____

By: _____

Its:

James G. Lee
Executive Vice President and Chief
Financial Officer

[Certificate of Obligated Group Representative with Respect to
the Issuance of Obligations and the Incurrence of Indebtedness]

EXHIBIT A**Part I.**

Debt Service Coverage Ratio for Fiscal Year ended December 31, 2010:

	December 31, 2010 (audited)
Excess of revenues over expenses	\$33,769,070
Add: Depreciation and amortization	32,674,751
Interest expense	<u>9,510,668</u>
Net Income Available for Debt Service	\$75,954,489
Maximum Annual Debt Service on Outstanding Long-Term Indebtedness	\$25,338,158
Debt Service Coverage Ratio	3.00x

Part II.

Proforma Historical Debt Service Coverage Ratio for Fiscal Years ended December 31, 2010:

	December 31, 2010
Excess of revenues over expenses	\$33,769,070
Add: Depreciation and amortization	32,674,751
Interest expense	<u>9,510,668</u>
Net Income Available for Debt Service	\$75,954,489
Maximum Annual Debt Service on Outstanding Long-Term Indebtedness	\$32,016,318
Debt Service Coverage Ratio	2.37

OPINION OF COUNSEL

See Attached

June 30, 2011

Manufacturers and Traders Trust Company, as
Master Trustee
Baltimore, Maryland

Wells Fargo Bank, National Association
McLean, Virginia

Re: Shady Grove Parking Line of Credit

Ladies and Gentlemen:

I have been employed as Vice President and General Counsel for Adventist HealthCare, Inc., a Maryland nonstock corporation ("AHC"), Hackettstown Community Hospital, a New Jersey nonprofit corporation, doing business as Hackettstown Regional Medical Center ("HCH"), and Adventist Rehabilitation Hospital of Maryland, Inc., a Maryland nonstock corporation ("ARH" and, together with AHC and HCH, the "Obligated Group" or "Obligated Group Members"). I am rendering this opinion in connection with the Wells Fargo Bank, National Association (the "Bank") Line of Credit pursuant to the 2011 Amended and Restated Line of Credit Agreement (Shady Grove Parking) dated June 30, 2011 (as amended and supplemented, the "Shady Grove Parking Line of Credit") for AHC. To secure the payment obligations of AHC under the Shady Grove Parking Line of Credit, the Obligated Group for the benefit of the Bank is issuing Master Note No. 25 (the "Bank Note") under the Master Indenture (as defined below).

This opinion is rendered pursuant to Section 2.03(d) of the Amended and Restated Master Trust Indenture dated as of February 1, 2003, among the Obligated Group Members and Manufacturers and Traders Trust Company, as successor trustee (the "Master Trustee"), as previously supplemented and amended (the "Master Indenture") and as further supplemented by the Eighth Supplemental Master Trust Indenture dated as of June 30, 2011, among each Obligated Group Member and the Master Trustee (the "Eighth Supplement"). This opinion is also being rendered in connection with the Shady Grove Parking Line of Credit (together with the Master Indenture, the Eighth Supplement, the Bank Note and the Shady Grove Parking Line of Credit, the "Obligated Group Documents").

To render this opinion, I have examined such documents, certificates, records and corporate proceedings of each member of the Obligated Group and such other certificates, instruments and matters as I have deemed relevant and necessary, including, but not limited to, the following:

- (a) the Master Indenture;
- (b) the Eighth Supplement;
- (c) the Bank Note;
- (d) the Shady Grove Parking Line of Credit; and

such other documents, records, certificates and matters of law as I have deemed necessary to render the opinions set forth herein. I have assumed the genuineness of all signatures (other than those of officers of each member of the Obligated Group), the legal capacity of all individuals who have executed the documents referenced herein and all other documents I have reviewed, the authenticity of all documents submitted to me as originals and the conformity to original documents of all documents submitted to me as certified, photostatic, reproduced or conformed copies. I have also assumed that the documents referenced herein have been duly authorized, authenticated, executed and delivered by each of the parties thereto (other than the members of the Obligated Group) and that the execution, authentication, delivery and performance of such documents by each of the parties thereto (other than the members of the Obligated Group) does not and will not result in a breach of, or constitute a default under, any agreement, instrument or other document to which such party is a party or any order, judgment, writ or decree applicable to such party or to which such party's property is subject. I am a member of the Bars of the District of Columbia and the States of Texas and of Missouri and I am qualified to opine on the laws of the State of Maryland and the State of New Jersey and the federal laws of the United States of America that may be applicable.

Based upon the foregoing, I am of the opinion as follows:

1. AHC and ARH are nonstock corporations, each organized, validly existing and in good standing under the laws of the State of Maryland and HCH is a nonprofit corporation, organized, validly existing and in good standing under the laws of the State of New Jersey.

2. The Obligated Group Documents have been duly executed and delivered by each member of the Obligated Group that is a party thereto, and the execution and performance of those of the Obligated Group Documents to which one or more of the Obligated Group Members is a party, have been duly authorized or approved by all necessary corporate action by or on behalf of each member of the Obligated Group that is a party thereto. The Obligated Group Documents constitute the valid and binding, and, with respect to the Master Indenture, the Eighth Supplement and the Bank Note, joint and several, agreements of each member of the Obligated Group that is a party thereto enforceable against each member of the Obligated Group that is a party thereto, and with respect to any Obligated Group Document executed by AHC as the Obligated Group Representative under the Master Indenture, enforceable against each member of the Obligated Group in accordance with its terms, subject to the qualifications and limitations below, and in addition, subject to the qualifications that: (i) enforcement of the indemnification and contribution provisions of such documents may be limited by federal and state securities laws; and (ii) the provisions of the Master Indenture pursuant to which any Obligated Group Member promises to pay any and all amounts payable under any Obligation, if such amount is not promptly paid by the Obligated Group Member that issued such Obligation, may not be enforceable if such payments: (A) are requested to be made from any property of the Obligated Group Member from which payment is sought that is donor restricted or which is subject to a direct or express trust that does not permit the use of such property for such payment; (B) are requested to be made pursuant to any loan violating applicable usury laws; (C) with respect only to members of the Obligated Group other than AHC, are requested with respect to payment on any Obligation that was issued for a purpose inconsistent with the charitable purpose of the Obligated Group Member from which payment is sought or that was issued for the benefit of an entity other than a not-for-profit corporation that is exempt from federal income taxes under Sections 501(a) and 501(c)(3) of the

Code and is not a private foundation as defined in Section 509(a) of the Code; or (D) with respect only to members of the Obligated Group other than AHC, would result in the cessation or discontinuation of any material portion of the health care or related services previously provided by the member of the Obligated Group from which payment is sought. I express no opinion herein as to the validity or enforceability of any provision of the Obligated Group Documents to the extent that such provision purports to require any member of the Obligated Group to indemnify or to hold harmless the Bank or any other person or entity from the consequences of any negligent or other wrongful act or omission of the Bank or such other person or entity.

3. All outstanding Obligations (as defined in the Master Indenture) are secured equally and ratably with the Bank Note by any pledge, lien or other security interest in any property of any Obligated Group Member securing the Bank Note.

4. The issuance of the Bank Note is in accordance with the provisions of the Master Indenture and the Eighth Supplement authorizing the issuance of the Bank Note.

My opinions as herein expressed are subject to the following qualifications and limitations:

(i) My opinions are subject to the effect of bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws. This exception includes:

- (1) the Federal Bankruptcy Code and thus comprehends, among others, matters of turn-over, automatic stay, avoiding powers, fraudulent transfer, preference, discharge, conversion of a non-recourse obligation into a recourse claim, limitations on *ipso facto* and anti-assignment clauses and the coverage of pre-petition security agreements applicable to property acquired after a petition is filed;
- (2) all other federal and state bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement and assignment for the benefit of creditors' laws that affect the rights of creditors generally or that have reference to or affect only creditors of specific types of debtors;
- (3) state fraudulent transfer and conveyance laws; and
- (4) judicially developed doctrines in this area, such as substantive consolidation of entities and equitable subordination.

(ii) My opinions are subject to the effect of general principles of equity, whether applied by a court of law or equity. This limitation includes principles:

- (1) governing the availability of specific performance, injunctive relief or other equitable remedies, which generally place the award of such remedies, subject to certain guidelines, in the discretion of the court to which application for such relief is made;
- (2) affording equitable defense (e.g., waiver, laches and estoppel) against a party seeking enforcement;

- (3) requiring good faith and fair dealing in the performance and enforcement of a contract by the party seeking its enforcement;
 - (4) requiring reasonableness in the performance and enforcement of an agreement by the party seeking enforcement of the contract;
 - (5) requiring consideration of the materiality of (i) a breach, and (ii) the consequences of the breach to the party seeking enforcement;
 - (6) requiring consideration of the impracticability or impossibility of performance at the time of attempted enforcement; and
 - (7) affording defenses based upon the unconscionability of the enforcing party's conduct after the parties have entered into the contract.
- (iii) My opinions are subject to the effect of the rules of law that:
- (1) limit or affect the enforcement of provisions of a contract that purport to waive, or to require waiver of, (i) the obligations of good faith, fair dealing, diligence and reasonableness, (ii) broadly or vaguely stated rights, (iii) statutory, regulatory or constitutional rights, except to the extent that the statute, regulation or constitution explicitly allows waivers; (iv) unknown future defenses; and (v) rights to damages.
 - (2) provide that choice of law, forum selection, consent to jurisdiction, and jury waiver clauses in contracts are not necessarily binding;
 - (3) limit the availability of a remedy under certain circumstances where another remedy has been elected;
 - (4) provide a time limitation after which a remedy may not be enforced;
 - (5) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves gross negligence, recklessness, willful misconduct, unlawful conduct, or violation of public policy;
 - (6) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange;
 - (7) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs;
 - (8) may permit a party that has materially failed to render or offer performance required by the contract to cure that failure unless (i) permitting a cure would unreasonably hinder the aggrieved party from making substitute

arrangements for performance, or (ii) it was important in the circumstances to the aggrieved party that performance occur by the date stated in the contract; and

- (9) limit the right of a creditor to use force or cause a breach of the peace in enforcing rights;
- (10) relate to the sale or disposition of collateral or the requirements of a commercially reasonable sale;
- (11) limit enforcement of time is of-the-essence clauses.

(iv) I express no opinion as to the perfection or priority of any claims, liens, security interests or rights created by any of the Obligated Group Documents.

(v) If and to the extent any of the Obligated Group Documents are construed to provide for the payment of interest on interest, such provisions may be unenforceable under Bowman v. Neely, 137 Ill. 443 (1891) and other cases to the same effect.

I assume no responsibility for updating this opinion to take into account any event, action, interpretation or change of law occurring subsequent to the date hereof that may affect the validity of any of the opinions expressed herein.

Respectfully submitted,

Kenneth B. DeStefano
Vice President & General Counsel
Adventist HealthCare, Inc.

REQUEST FOR AUTHENTICATION

See Attached

REQUEST FOR AUTHENTICATION

June 30, 2011

Manufacturers and Traders Trust Company,
Master Trustee under the Amended and Restated
Master Trust Indenture dated as of February 1, 2003,
as amended and supplemented (the "Master Indenture"), with Adventist HealthCare, Inc.,
Hackettstown Community Hospital and Adventist Rehabilitation Hospital of Maryland, Inc.,
relating to the Bank Note hereinafter referred to.

Ladies and Gentlemen:

There have been delivered to you herewith an executed copy of the Eighth Supplemental Master Trust Indenture dated as of June 30, 2011 between you and the Obligated Group Members (the "Eighth Supplement") and such other instruments, documents, certificates and opinions as are required to evidence satisfaction of those items required by Section 2.03 of the Master Indenture as conditions precedent to the authentication of Obligations (as defined in the Master Indenture). There is handed to you herewith, duly executed by Adventist HealthCare, Inc., as Obligated Group Representative, Master Note No. 25, in registered form dated June 30, 2011 in the principal amount of \$16,000,000 (the "Bank Note"), issuable under the Master Indenture.

Pursuant to the provisions of the Master Indenture, you are hereby requested and authorized to authenticate the Bank Note and deliver the Bank Note to Wells Fargo Bank, National Association as lender under the Shady Grove Parking Line of Credit Agreement dated June 30, 2011.

This request constitutes the Order referred to in Section 2.03(f) of the Master Indenture.

Dated this 30th day of June, 2011.

ADVENTIST HEALTHCARE, INC.,
as Obligated Group Representative

By: _____
James G. Lee
Executive Vice President and Chief
Financial Officer