

LEASEHOLD DEED OF TRUST NOTE

\$ 23,165,000.00

Grand Coulee, Washington,
as of October 29, 2009

FOR VALUE RECEIVED, the undersigned, COULEE MEDICAL FOUNDATION, a Washington
non-profit corporation -----
promise(s) to pay to RED MORTGAGE CAPITAL, INC., -----

the State of Ohio, a corporation organized and existing under the laws of
, or order, the principal sum of TWENTY-THREE MILLION ONE HUNDRED
SIXTY-FIVE THOUSAND AND NO/100THS Dollars (\$ 23,165,000.00 -----), with interest from date at the rate of

Six and seventy-six one hundredths per centum (6.76%) per annum on the unpaid balance until paid. The said
principal and interest shall be payable in monthly installments as follows:

Interest only due and payable on the first day of November, 2009, on the then
outstanding balance of principal hereunder and on the first day of every month
thereafter, up to and including April 1, 2011. Thereafter, commencing on May 1, 2011,
installments of principal and interest shall be paid in the sum of One Hundred Sixty
Thousand One Hundred Ninety-Five and 96/100ths Dollars (\$160,195.96), such
payments to continue monthly thereafter on the first day of each succeeding month
until the entire indebtedness represented hereby has been paid. In any event, the
balance of principal remaining unpaid, if any, plus accrued interest, shall be due and
payable on April 1, 2036. Said installments of interest and principal shall be applied
first to interest at the rate of Six and seventy-six one hundredths percent (6.76%) per
annum upon the principal sum or so much thereof as shall from time to time remain
unpaid, and the balance thereof shall be applied on account of principal.

Both principal and interest under this note, as well as the additional payments set forth in the ^{leasehold deed of trust} mort-
gage shall be payable at the office of RED MORTGAGE CAPITAL, INC.

at Two Miranova Place, 12th Floor, Columbus, Ohio 43215
or such other place as the holder may designate in writing.

~~Privilege is reserved to pay the debt in whole or in an amount equal to one or more monthly payments~~
on principal next due, on the first day of any month prior to maturity upon at least thirty (30) days' prior
written notice to the holder. If this debt is paid in full while insured under the provisions of the National
Housing Act, as amended, all parties liable for payment thereof agree to be jointly and severally bound
to pay to the holder hereof such adjusted mortgage insurance premium as may be required by the appli-
cable Regulations.

~~Notwithstanding any provision herein for a prepayment charge, such charge shall be applicable only~~
to the amount of prepayment in any one calendar year which is in excess of fifteen per centum (15%) of
the original principal sum of this Note.

If default be made in the payment of any installment under this Note, and if such default is not made
good prior to the due date of the next such installment, the entire principal sum and accrued interest
shall at once become due and payable without notice, at the option of the holder of this Note. Failure
to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any
subsequent default. In the event of default in the payment of this Note, and if the same is collected by
an attorney at law, the undersigned hereby agree(s) to pay all costs of collection, including a reason-
able attorney's fee.

Prepayment of this Note is subject to the terms and provisions set forth in the First Allonge attached hereto and incorporated herein by reference. Commencing on November 30, 2019, privilege is reserved to pay the debt in whole or in part upon the terms and conditions set forth in the First Allonge. If this debt is paid in full prior to maturity and while insured under the National Housing Act, all parties liable for payment of this debt hereby agree to be jointly and severally bound to pay to the holder hereof any adjusted premium charge required by the applicable Regulations.

No default shall exist by reason of nonpayment of any required installment of principal so long as the amount of optional additional prepayments of principal already made pursuant to the privilege of prepayment set forth in this Note equals or exceeds the amount of such required installment of principal.

All parties to this Note, whether principal, surety, guarantor, or endorser, hereby waive demand, protest and notice of demand, protest and nonpayment, and expressly agree that this Note or any payment thereunder may be extended from time to time and consent to the acceptance of further security, including other types of security, all without in any way affecting the liability of such parties.

In the event any installment or part of any installment due hereunder becomes delinquent for more than fifteen (15) days, there shall be due, at the option of the holder, in addition to other sums due hereunder, a sum equal to two percent (2%) of the amount of such installment of principal and interest so delinquent. Whenever under the law of the jurisdiction where the property is located, the amount of any such late charge is considered to be additional interest, this provision shall not be effective if the rate of interest specified in this Deed of Trust Note, together with the amount of the late charge, would aggregate an amount in excess of the maximum rate of interest permitted and would constitute usury.

Under Washington law, oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable.

Signed and sealed the day and year first above written.

MORTGAGOR:
COULEE MEDICAL FOUNDATION
a Washington non-profit corporation

By: Tom R. Jensen
Tom R. Jensen
President

I CERTIFY that this is the Note described in and secured by the Leasehold Deed of Trust with Assignment of Rents of even date herewith and in the same principal amount as herein stated, on real estate in the city of Grand Coulee, Grant County, State of Washington.

[SEAL]

Debra N. Sutton
Notary Public

My Commission Expires: November 19, 2010

DEBRA N. SUTTON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 19, 2010

STATE OF WASHINGTON

LOAN NO. 171-13006

Leasehold Deed of Trust Note

COULEE MEDICAL FOUNDATION

TO

RED MORTGAGE CAPITAL, INC.

No. 171-13006

Insured under Sec. 242 of the National Act and Regulations thereunder of the Federal Commissioner

In effect on June 30, 2009

To the extent of advances approved by missioner

FEDERAL HOUSING COMMISSIONER

By: Debra N. Sutton
(Authorized Agent)

Date October 29, 2009

A total sum of \$ _____ has been for insurance hereunder by the Commissioner

FEDERAL HOUSING COMMISSIONER

By _____
(Authorized Agent)

Date _____

Reference is made to the Act and to the thereunder covering assignments of the ins section on this note.

43502-P. H. 1/64 FHA-

**FIRST ALLONGE TO
LEASEHOLD DEED OF TRUST NOTE OF
COULEE MEDICAL FOUNDATION ("Maker")
TO
RED MORTGAGE CAPITAL, INC. ("Holder")
IN THE ORIGINAL PRINCIPAL SUM OF \$23,165,000.00
DATED AS OF OCTOBER 29, 2009**

1. Except as provided in Paragraphs 2, 3, and 4 below, Maker may not prepay any sums due under the Leasehold Deed of Trust Note to which this First Allonge to Leasehold Deed of Trust Note is attached (the "Note") prior to November 30, 2019. Commencing on November 30, 2019, Maker shall have the right to prepay the indebtedness evidenced hereby in whole or in an amount equal to one or more monthly installments of the principal next due, on the last day of any calendar month after such date during the term hereof, upon at least thirty (30) days' advance written notice to the Holder, provided such prepayment is accompanied by the applicable prepayment penalty (expressed as a percentage of the principal amount so prepaid) set forth below:

| <u>Prepayment Period</u> | <u>Prepayment Penalty</u> |
|--|-------------------------------|
| November 30, 2019, through November 29, 2020 | 2% |
| November 30, 2020, through November 29, 2021 | 1% |
| November 30, 2021, and thereafter | None |

All such prepayments, including the principal sum so prepaid, interest thereon to and including the date of such prepayment and the prepayment penalty due in connection therewith, shall be in immediately available Federal funds.

2. Notwithstanding any prepayment prohibition imposed and/or penalty required by this First Allonge prior to November 30, 2020, the indebtedness may be prepaid in whole or in part without the consent of Holder and without prepayment premium if the Federal Housing Commissioner ("**Commissioner**") determines that prepayment will avoid a mortgage insurance claim and is, therefore, in the best interest of the Federal Government.

3. The provisions of Paragraph 1 of this First Allonge shall not apply and no prepayment premium shall be collected by Holder with respect to any prepayment which is made by or on behalf of Maker from insurance proceeds as a result of damage to the property or from condemnation awards which may, at the option of Holder, be applied to reduce the indebtedness evidenced by the Note pursuant to the terms of the Leasehold Deed of Trust with Assignment of Rents (the "**Mortgage**") of even date with the Note given by Holder to secure the indebtedness evidenced by the Note.

4. A reduction in the principal amount of the Note required by Commissioner at the time of Final Endorsement of the Note by Commissioner as a result of Commissioner's cost certification requirements shall not be construed as a prepayment hereunder. If a reduction is required by Commissioner as aforesaid, or if any prepayment from any source (to the extent permitted herein) is made, the remaining payments due on the Note shall, with the approval of Holder and Commissioner, be recast such that the required monthly payments of principal and interest shall be in equal amounts sufficient to amortize the Note over the then remaining term thereof.

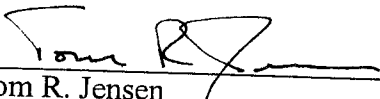
5. The loan (the "Loan") evidenced by this Note is being funded from the proceeds of Mortgagor's issuance of its Taxable Revenue Build America Bonds (Direct Pay) (GNMA Collateralized-Coulee Medical Center) Series 2009A (the "Bonds"). Accordingly, in addition to the prepayment penalty described in Paragraph 1 above, in the event of a prepayment, the Maker shall also (a) reimburse the Holder for all costs incurred by the Holder in processing the prepayment of the Loan and redeeming the Bonds and (b) pay all costs incurred in redeeming the Bonds for which the Maker is obligated to pay pursuant to the issuance of the Bonds and the making of the Loan

6. The Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

7. Notwithstanding any other provision contained herein or in the Mortgage securing this Note, it is agreed that the execution of this Note shall impose no personal liability on the Maker hereof for payment of the indebtedness evidenced by this Note, and in the event of default, the Holder shall look solely to the property subject to the Mortgage and to the rents, issues and profits thereof in satisfaction of the indebtedness evidenced by this Note and will not seek or obtain any deficiency or personal judgment against the Maker hereof except such judgment or decree as may be necessary to foreclose and bar its interest in the property subject to the Mortgage and all other property mortgaged, pledged, conveyed or assigned to secure payment of this Note; provided that nothing in this condition and no action so taken shall operate to impair any obligation of the maker under the Regulatory Agreement referred to in said Mortgage and made a part thereof.

8. In the event any installment or part of any installment due hereunder becomes delinquent for more than fifteen (15) days, there shall be due, at the option of the Holder, in addition to other sums due hereunder, a sum equal to two percent (2%) of the amount of such installment of principal and interest and all escrows so delinquent. Whenever under the law of the jurisdiction where the property is located, the amount of any such late charge is considered to be additional interest, this provision shall not be effective if the rate of interest specified in this Note, together with the amount of the late charge, would aggregate an amount in excess of the maximum rate of interest permitted and would constitute usury.

COULEE MEDICAL FOUNDATION
a Washington non-profit corporation

By: 
Tom R. Jensen
President

[END OF FIRST ALLONGE]