

SAMPLE

OPINION OF SWAP ADVISOR

North Carolina Medical Care Commission
Raleigh, North Carolina

ABC Health System, Inc.
Raleigh, North Carolina

Re: North Carolina Medical Care Commission
Health Care Facilities First Mortgage Revenue Refunding Bonds
(ABC Health System, Inc.)
Series 2013

Ladies and Gentlemen:

This opinion is being delivered by XYZ Financial Advisors, LLC (the “Swap Advisor”), as swap advisor to ABC Health System, Inc. (the “Obligor”) for the interest rate swap entered into under an ISDA Master Agreement and Schedule dated as of _____, 2013 and the related Confirmation, dated _____, 2013 (the “Confirmation” and together, the “Swap Agreement”), between County Bank and Trust Company, NA the counterparty to the Swap Agreement (the “Swap Provider”) and the Obligor, pursuant to which (i) the Obligor will make payments based upon the fixed rate of ____% per annum (the “Fixed Swap Rate”) as specified in the Confirmation, and in exchange (ii) the Swap Provider will make payments based upon a floating rate equal to ____% of monthly resets of one-month USD-LIBOR-BBA plus ___ basis points (____%) (the “Floating Swap Rate”), all as more fully described in the Confirmation (the “Swap”). The Swap is designed to manage the interest rate risk associated with a portion of the underlying bond financing, the \$63,000,000 North Carolina Medical Care Commission Health Care Facilities First Mortgage Revenue Refunding Bonds (ABC Health System, Inc.) Series 2013 (the “Bonds”). A data table comprised of market information and rates used to calculate the Fixed Swap Rate is available as Appendix I hereto. This data can be used at any point in time to replicate the market conditions as of the time and date that the Swap Agreement was executed. In connection with the foregoing, the Swap Advisor represents as follows:

(i) The Swap Agreement was negotiated in an arm's-length transaction.

(ii) The Fixed Swap Rate was the fixed rate negotiated with the Swap Provider, and represents a fair and reasonable rate to be paid by a fixed rate payor on an interest rate swap of the character of the Swap Agreement. As of Thursday, _____, 2013 at approximately 11:30 AM ET, the date and approximate time of the execution of the Swap, it is the Swap Advisor's opinion that the Fixed Swap Rate was executed at a gross spread of ___ basis points (____%) above the mid-market rate of ____%. The gross spread is inclusive of approximately ___ basis points (____%) in hedging costs of the Swap Provider. It is also the Swap Advisor's opinion that this spread fell within a range of values deemed to be fair and reasonable for swap transactions with terms similar to those agreed-upon by the Obligor and the Swap Provider and reflected in the Confirmation. The Swap Advisor believes that its valuation methodology is consistent with accepted practice in the market for interest rate swaps and considered the following aspects of this transaction when determining that the Fixed Swap Rate was fair and reasonable:

1. Security and Sources of Repayment for the Swap Provider
2. Hedging costs of the Swap Provider
3. Credit costs of the Swap Provider

4. Risk Adjusted Return on Capital for the Swap Provider

(iii) The notional principal amount of the Swap does not exceed the anticipated outstanding par amount of the Bonds at any point in time during the life of the Bonds or the Swap. Accordingly, the Swap does not incorporate any elements of leverage.

(iv) [Any and all fees received by the Swap Advisor or any person related thereto in connection with the Swap Agreement have been or are being paid by the Swap Provider and any such payment has been taken into account by the Swap provider in establishing the Fixed Swap Rate] or [Any and all fees received by the Swap Advisor or any person related thereto in connection with the Swap Agreement have been or are being paid by the Obligor. These fees represent compensation to us for advice rendered to the Obligor regarding the Swap. These fees represent the only amounts paid and to be paid to us in connection with the Swap].

We render the opinions herein based on the transaction structure and terms contained in the Confirmation and based on the results of our independent pricing process as well as our knowledge of similar swap transactions. The facts and circumstances of which the Swap Advisor is aware are limited to those facts and circumstances of which it has actual knowledge and which, in its professional judgment, it considers material to making the statements set forth herein in light thereof and in light of current market conditions. Nothing herein represents the Swap Advisor's interpretation of any laws, in particular the regulations under Section 148 of the Internal Revenue Code, or the application of any laws to these facts.

The opinions and the information set forth herein are provided for information purposes only, and, except as expressly set forth herein, are not intended for any use by any third party. We understand and agree that Omega Attorneys, LLP or other bond counsel may rely upon this opinion, among other things, in providing an opinion with respect to the exclusion from gross income of the interest on the Bonds pursuant to Section 103(a) of the Internal Revenue Code of 1986, as amended. The undersigned understands and acknowledges that the Obligor, the North Carolina Medical Care Commission and Omega Attorneys, LLP or other bond counsel, may rely on and produce this opinion in substantiation of any determination, among other things, that the Swap constitutes a "qualified hedge" for purposes of Treasury Regulation §1.148-4(h).

Dated: _____, 2013

XYZ Financial Advisors, LLC

By: _____
John Doe
Principal