

CREDIT AGREEMENT

dated as of January 26, 2009

by and between

CATHOLIC HEALTH INITIATIVES,  
as Borrower,

and

THE NORTHERN TRUST COMPANY,  
as Lender

---

## Table of Contents

	Page
ARTICLE I DEFINITIONS; CONSTRUCTION .....	1
1.01 Certain Definitions .....	1
1.02 Construction .....	12
1.03 Accounting Principles; GAAP .....	12
ARTICLE II THE FACILITY .....	12
2.01 Commitments .....	12
2.02 Making the Loans .....	12
2.03 Request for Loans .....	12
2.04 Funding of Loans .....	13
2.05 Termination and Reduction of Commitments .....	13
2.06 Repayment of Loans; Evidence of Debt .....	13
2.07 Prepayment of Loans .....	14
2.08 Fees .....	14
2.09 Interest .....	15
2.10 Increased Costs .....	16
2.11 Taxes .....	16
2.12 Payments Generally .....	17
2.13 Term-Out .....	18
ARTICLE III REPRESENTATIONS AND WARRANTIES .....	18
3.01 Corporate Status .....	18
3.02 Power and Authorization .....	18
3.03 Execution and Binding Effect .....	19
3.04 Governmental Approvals .....	19
3.05 Absence of Conflicts .....	19
3.06 Audited Financial Statements .....	19
3.07 Absence of Undisclosed Liabilities .....	19
3.08 Accurate and Complete Disclosure .....	20
3.09 Regulatory Restrictions .....	20
3.10 Litigation .....	20
3.11 Absence of Events of Default .....	20
3.12 Insurance .....	20
3.13 Tax Status .....	20
3.14 Employee Benefits .....	21
3.15 Environmental .....	21
3.16 No Margin Stock .....	21
3.17 Compliance with Related Documents .....	21
3.18 Subsidiaries .....	22
3.19 Relevant Indebtedness .....	22

ARTICLE IV	CONDITIONS .....	22
4.01	Effectiveness of this Agreement .....	22
4.02	Each Credit Event .....	23
ARTICLE V	AFFIRMATIVE COVENANTS.....	24
5.01	Reporting Requirements .....	24
5.02	Insurance .....	26
5.03	Payment of Taxes and Other Potential Charges and Priority Claims .....	26
5.04	Corporate Status; Tax Exempt Status .....	26
5.05	Governmental Approvals and Filings .....	27
5.06	Maintenance of Properties .....	27
5.07	Avoidance of Other Conflicts .....	27
5.08	Books and Records; Inspection Rights .....	27
5.09	Use of Proceeds.....	28
5.10	Conduct of Business .....	28
5.11	Maintenance of Church Plans and Plans.....	28
5.12	Environmental Compliance .....	28
5.13	Incorporation of Covenants.....	28
5.14	Further Assurances.....	29
ARTICLE VI	FINANCIAL AND NEGATIVE COVENANTS.....	29
6.01	Financial Covenants.....	29
6.02	Liens.....	29
6.03	Consolidation, Merger, etc.....	29
6.04	Certain Significant Transactions.....	30
6.05	Relevant Indebtedness .....	30
6.06	Amendments .....	30
ARTICLE VII	DEFAULTS.....	31
7.01	Events of Default .....	31
7.02	Consequences of an Event of Default.....	33
ARTICLE VIII	MISCELLANEOUS .....	34
8.01	Holidays .....	34
8.02	Amendments and Waivers .....	34
8.03	Notices .....	35
8.04	Expenses; Indemnity; Damage Waiver.....	35
8.05	Severability .....	36
8.06	Counterparts; Integration; Effectiveness.....	36
8.07	Survival; Term of this Agreement .....	37
8.08	Right of Setoff.....	37
8.09	Successors and Assigns.....	38
8.10	Governing Law; Submission to Jurisdiction; Consent to Service of Process.....	39
8.11	WAIVER OF JURY TRIAL.....	39
8.12	Headings .....	39
8.13	Confidentiality .....	40

8.14	USA PATRIOT ACT.....	41
------	----------------------	----

**EXHIBITS**

Exhibit A	Form of Loan Note
Exhibit B	Form of Borrowing Request

## CREDIT AGREEMENT

THIS CREDIT AGREEMENT (this "Agreement"), dated as of January 26, 2009, by and between CATHOLIC HEALTH INITIATIVES, a Colorado nonprofit corporation (the "Borrower"), and THE NORTHERN TRUST COMPANY, as Lender (the "Lender").

In consideration of the premises and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto hereby covenant and agree as follows:

### ARTICLE I DEFINITIONS: CONSTRUCTION

1.01 Certain Definitions. In addition to other words and terms defined elsewhere in this Agreement, as used herein the following words and terms shall have the following meanings, respectively, unless the context hereof otherwise clearly requires:

"Affiliate" shall mean, with respect to a specified Person, another Person which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Person, including any directors or officers thereof. A Person shall be deemed to control another Person if such Person directly or indirectly owns more than ten percent (10%) of any class of the voting securities or capital stock of, or equity interests in, such Person or possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

"Alternate Base Rate" shall mean, for any day, a rate per annum equal to the greatest of (a) the Reference Rate in effect on such day plus [REDACTED] (b) the Federal Funds Effective Rate in effect on such day plus [REDACTED] or (c) [REDACTED]. Any change in the Alternate Base Rate due to a change in the Reference Rate or the Federal Funds Effective Rate shall be effective from and including the effective date of such change in the Reference Rate or the Federal Funds Effective Rate, respectively.

"Applicable Fee Rate" shall mean, for any day the applicable rate per annum set forth below under the caption "Applicable Fee Rate" based upon the Ratings by Moody's, Standard & Poor's and Fitch, respectively, applicable on such date to the Relevant Indebtedness:

<u>Moody's</u>	<u>Standard &amp; Poor's</u>	<u>Fitch</u>	<u>Applicable Fee Rate</u>
Aa2 or better	AA or better	AA or better	[REDACTED]
Aa3	AA-	AA-	[REDACTED]
A1	A+	A+	[REDACTED]
A2	A	A	[REDACTED]
A3	A-	A-	[REDACTED]
Baa1	BBB+	BBB+	[REDACTED]
Baa2	BBB	BBB	[REDACTED]
Baa3 or lower	BBB- or lower	BBB- or lower	[REDACTED]

For purposes of the foregoing, (i) if the Ratings established or deemed to have been established by Moody's, Standard & Poor's and Fitch for the Relevant Indebtedness shall fall within different categories (i.e., a split rating), the Applicable Fee Rate shall be based on the lowest of the Ratings; and (ii) if the Ratings established or deemed to have been established by Moody's, Standard & Poor's and Fitch for the Relevant Indebtedness shall be changed, such change shall be effective as of the date on which it is first announced by the applicable Rating Agency, irrespective of when notice of such change shall have been furnished by the Borrower to the Lender pursuant to this Agreement or otherwise. Each change in the Applicable Fee Rate shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If any time an Event of Default shall have occurred and be continuing under this Agreement, the Applicable Fee Rate then in effect shall be immediately increased (without notice to the Borrower) by [REDACTED] per annum for so long as an Event of Default is in effect. In addition, if one or more Rating Agencies shall withdraw or suspend its applicable Rating, then in each such case, the Facility Fee Rate then in effect shall increase automatically and immediately by an additional [REDACTED] per annum (per event) above the Applicable Fee Rate in effect immediately prior to such withdrawal or suspension, as the case may be, and shall remain in effect for so long as such withdrawal or suspension, as the case may be, remains in effect.

"Availability Period" means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitment.

"Board" shall mean the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower" shall mean Catholic Health Initiatives, a Colorado nonprofit corporation.

"Borrower Participant" shall have the meaning ascribed to the term "Participant" as of the date hereof in the Capital Obligation Document.

"Borrowing Request" means a request by the Borrower for a Loan in accordance with Section 2.03.

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in Chicago, Illinois are authorized or required by law to remain closed.

"CHI Credit Group" shall have the meaning ascribed thereto as of the date hereof in the Capital Obligation Document.

"CHI Reporting Group" shall have the meaning ascribed thereto as of the date hereof in the Capital Obligation Document.

"Capital Obligation" shall mean the note or other obligation issued in favor of the Lender as an "Obligation" (as defined in the Capital Obligation Document) under the Capital Obligation Document which represents or secures the Indebtedness of the Borrower under this Agreement, together with the Supplemental Obligation Document under which such obligation is authorized and issued.

"Capital Obligation Document" shall mean the Capital Obligation Document, dated as of November 1, 1997, between the Borrower and the Capital Obligation Trustee, as may have been amended or supplemented from time to time, as in effect on the Closing Date.

"Capital Obligation Trustee" shall mean Wells Fargo Bank, National Association, as successor trustee under the Capital Obligation Document, or any successor thereto appointed in accordance with the Capital Obligation Document.

"Capitalized Lease" shall mean at any time any lease which is, or is required under GAAP to be, capitalized on the balance sheet of the lessee at such time, and "Capitalized Lease Obligation" of any Person at any time shall mean the aggregate amount which is, or is required under GAAP to be, reported as a liability on the balance sheet of such Person at such time as lessee under a Capitalized Lease.

"Cash and Cash Equivalents" shall mean cash, unrestricted deposit accounts, marketable securities and other assets which are considered cash equivalents under GAAP.

"Change in Law" shall mean (a) the adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by the Lender (or, for purposes of Section 2.10(b), by any lending office of the Lender or by the Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement.

"Church Plans" shall have the meaning set forth in Section 3.14.

"Closing Date" shall mean the date of the execution and delivery by the parties of this Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time. References to sections of the Code shall be construed also to refer to any successor sections.

"Commitment" shall mean, with respect to the Lender, initially \$25,000,000, as such commitment may be reduced from time to time pursuant to Section 2.05.

"Controlled Group Member" shall mean each trade or business (whether or not incorporated) which together with the Borrower or an Obligated Group Member is treated

as a single employer under Section 4001(a)(14) or 4001(b)(1) of ERISA or Section 414 of the Code, and, in each case, the regulations promulgated and rulings issued thereunder.

"Debt to Capitalization Ratio" shall mean, as of any date of determination, with respect to any Person, the ratio of (i) such Person's Long-Term Indebtedness, to (ii) the sum of such Person's Unrestricted Net Assets and such Person's Long-Term Indebtedness.

"Default Rate" means a per annum rate equal to the Alternate Base Rate plus [REDACTED]. The Default Rate shall change as and when the Alternate Base Rate changes.

"Designated Affiliate" shall have the meaning attributed thereto as of the date hereof in the Capital Obligation Document.

"Dollar," "Dollars" and the symbol "\$" shall mean lawful money of the United States of America.

"Double A Rating Category" shall mean, with respect to Moody's or Standard & Poor's, a rating of "AA" (or equivalent) without regard to numerical, plus or minus, or other modifier.

"Effective Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 8.02).

"Environmental Approvals" shall mean any Governmental Action pursuant to or required under any Environmental Law.

"Environmental Concern Materials" shall mean (a) any flammable substance, explosive, radioactive material, hazardous material, hazardous waste, toxic substance, solid waste, pollutant, contaminant or any related material, raw material, substance, product or by-product of any substance specified in or regulated or otherwise affected by any Environmental Law (including but not limited to any "hazardous substance" as defined in CERCLA or any similar state Law), (b) any toxic chemical or institutional activities, and (c) asbestos, gasoline, diesel fuel, motor oil, waste and used oil, heating oil and other petroleum products or compounds, polychlorinated biphenyls, radon and urea formaldehyde.

"Environmental Law" shall mean any Law, whether now existing or subsequently enacted or amended, relating to (a) pollution or protection of the environment, including natural resources, (b) exposure of Persons, including but not limited to employees, to Environmental Concern Materials, (c) protection of the public health or welfare from the effects of products, by-products, wastes, emissions, discharges or releases of Environmental Concern Materials or (d) regulation of the manufacture, use or introduction into commerce of Environmental Concern Materials including their manufacture, formulation, packaging, labeling, distribution, transportation, handling, storage or disposal. Without limitation, "Environmental Law" shall also include any Environmental Approval and the terms and conditions thereof.



"Environmental Liability" shall mean any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Environmental Concern Materials, (c) exposure to any Environmental Concern Materials, (d) the release or threatened release of any Environmental Concern Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Plans" shall have the meaning set forth in Section 3.14.

"Event of Default" shall mean any of the Events of Default described in Section 7.01.

"Excluded Taxes" shall mean, with respect to the Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of the Lender, in which its applicable lending office is located, and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which any of the Borrowers is organized or in which its principal office is located.

"Extended Bank Facility Period" shall have the meaning set forth in Section 8.07(b).

"Facility" shall mean the credit facility established under this Agreement.

"Facility Fee" shall have the meaning set forth in Section 2.08(b).

"Facility Termination Date" shall mean the date that is the two-year anniversary date of the Term Conversion Date.

"Federal Funds Effective Rate" shall mean, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Lender from three Federal funds brokers of recognized standing selected by it.

"GAAP" shall mean generally accepted accounting principles in the United States of America, as in effect from time to time.

"Governmental Action" shall have the meaning set forth in Section 3.04.

"Governmental Authority" shall mean any government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court or tribunal, in each case, whether foreign or domestic.

"Historical Debt Service Coverage Ratio" shall have the meaning ascribed thereto as of the date hereof in the Capital Obligation Document.

"Immediate Termination Event" shall have the meaning set forth in Section 7.02(a).

"Indebtedness" shall mean, with respect to any Person: (i) all obligations of such Person for money borrowed, whether or not represented by bonds, debentures, notes or other securities, including, without limitation, obligations arising out of overdrafts of bank accounts, but excluding trade accounts payable incurred in the ordinary course of business; (ii) all deferred indebtedness of such Person for the payment of the purchase price of property or assets purchased; (iii) all obligations of such Person under any lease which, under GAAP, is required to be capitalized for balance sheet purposes; (iv) all obligations of such Person to reimburse or repay any bank or other Person in respect of amounts paid under a letter of credit, bankers' acceptance or similar instrument; (v) all guaranties, endorsements, assumptions or other obligations of such Person in respect of, or to purchase or otherwise acquire, or otherwise assure a creditor against loss in respect of, Indebtedness of another Person (provided that a guaranty by a CHI Credit Group member of the Indebtedness of another CHI Credit Group member shall not be considered "Indebtedness" for purposes of this Agreement); and (vi) all Indebtedness of others secured by any Lien existing on property owned by such Person, whether or not the obligations secured thereby shall have been assumed by the Person granting the Lien.

"Indemnified Taxes" shall mean Taxes other than Excluded Taxes.

"Interest Payment Date" shall mean with respect to any Loan, the last day of each January, April, July and October; provided, however, that, in addition to the foregoing, each of the Maturity Date and the Facility Termination Date shall be deemed to be an "Interest Payment Date" with respect to any interest which is then accrued hereunder for such Loan.

"Law" shall mean any law (including common law), constitution, statute, treaty, convention, regulation, rule, ordinance, order, injunction, writ, decree or award of any Governmental Authority with applicable jurisdiction.

"Lender" shall mean The Northern Trust Company, its successors and assigns.

"Lien" shall mean, with respect to any asset, any deed of trust, mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such property.

"Loan" shall mean any loan by the Lender to the Borrower pursuant to Article II hereof. "Loans" means all such Loans collectively.

"Loan Documents" shall mean, singularly or collectively, as the case may be, (i) this Agreement, (ii) the Notes, (iii) the Capital Obligation Document, (iv) the Capital Obligation and (v) all other agreements and instruments extending, renewing, refinancing or refunding any indebtedness, obligation or liability arising under any of the foregoing, in each case as the same may be amended, modified or supplemented from time to time hereafter.

"Long-Term Indebtedness" shall mean, without duplication, (i) any Indebtedness or portion thereof which is due and payable more than one year from the date of determination; (ii) any Indebtedness or portion thereof regardless of its term, if such Indebtedness or portion thereof is renewable or extendable, at the sole option of the obligor of such Indebtedness pursuant to the terms thereof or an agreement relating thereto, to a date more than one year from the date of determination; and (iii) any Indebtedness or portion thereof, regardless of its term, which, by the terms thereof or an agreement relating thereto, may be paid, at the sole option of the obligor of such Indebtedness, with the proceeds of other Indebtedness which is due and payable more than one year from the date of determination.

"Material Adverse Effect" shall mean: (a) a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of the Borrower and the CHI Reporting Group, taken as a whole, (b) a material adverse effect on the ability of the Borrower to perform or comply with any term or condition of any Loan Document, or (c) a material adverse effect on the legality, validity, binding effect, enforceability or admissibility into evidence of any Loan Document or on the rights of or benefits available to the Lender under any Loan Document.

"Material Designated Affiliate" shall have the meaning ascribed thereto as of the date hereof in the Capital Obligation Document.

"Maturity Date" shall mean January 25, 2010.

"Moody's" shall mean Moody's Investors Services, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns.

"Multiemployer Plan" shall mean any employee benefit plan which is a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA and to which the Borrower has or had an obligation to contribute.

"Net Assets" shall mean, as of any date of determination, with respect to any such Person, such Person's total assets less such Person's total liabilities.

"Net Available Proceeds" shall mean the cash proceeds received by the Borrower from the incurrence of any Indebtedness, in each case net of the actual liabilities for reasonably anticipated cash taxes in connection with such issuance or incurrence, if any, any underwriting, brokerage and other customary selling commissions incurred in

connection with such issuance or incurrence, and reasonable legal, advisory and other out-of-pocket fees and expenses, including title and recording tax expenses, if any, incurred in connection with such incurrence.

"Note" shall mean the promissory note, if any, of the Borrower delivered to the Lender (if requested) pursuant to Section 2.06(e), together with all extensions, renewals, refinancings or refundings of any thereof in whole or part.

"Notice of Termination" shall have the meaning set forth in Section 7.02(b).

"Notice of Termination Date" shall have the meaning set forth in Section 7.02(b).

"Obligations" shall mean all indebtedness, obligations and liabilities of the Borrower to the Lender from time to time arising under or in connection with or evidenced or secured by this Agreement or any other Loan Document to which the Borrower is a party, and all extensions, renewals or refinancings thereof, whether such indebtedness, obligations or liabilities are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising. Without limitation of the foregoing, such indebtedness, obligations and liabilities include the principal amount of Loans, interest, fees, indemnities or expenses under or in connection with this Agreement or any other Loan Document to which the Borrower is a party, and all extensions, renewals and refinancings thereof, whether or not such Loans were made in compliance with the terms and conditions of this Agreement or in excess of the obligation of the Lender to lend. Obligations shall remain Obligations notwithstanding any assignment or transfer or any subsequent assignment or transfer of any of the Obligations or any interest therein.

"Other Taxes" shall mean any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement.

"Participant" shall have the meaning set forth in Section 8.09(b).

"PBGC" shall mean the Pension Benefit Guaranty Corporation established under Title IV of ERISA or any other governmental agency, department or instrumentality succeeding to the functions of said corporation.

"Pension-Related Event" shall mean any of the following events or conditions, which would have a Material Adverse Effect: (a) Any action is taken by any Person (i) to terminate, or which would result in the termination of, a Plan, either pursuant to its terms or by operation of law (including any amendment of a Plan which would result in a termination under Section 4041(e) of ERISA), or (ii) to have a trustee appointed for a Plan pursuant to Section 4042 of ERISA; (b) The PBGC notifies any Person of its determination that an event described in Section 4042 of ERISA has occurred with respect to a Plan, that a Plan should be terminated, or that a trustee should be appointed for a Plan; (c) Any Reportable Event occurs with respect to a Plan; (d) Any action

occurs or is taken which would reasonably be expected to result in the Borrower becoming subject to liability for a complete or partial withdrawal by any Person from a Multiemployer Plan (including seller liability incurred under Section 4204(a)(2) of ERISA), or the Borrower or any Controlled Group Member receives from any Person a notice or demand for payment on account of any such alleged or asserted liability; (e) (i) There occurs any failure to meet the minimum funding standard under Section 302 of ERISA or Section 412 of the Code with respect to a Plan, or any tax return is filed showing any tax payable under Section 4971(a) of the Code with respect to any such failure, or the Borrower or any Controlled Group Member receives a notice of deficiency from the Internal Revenue Service with respect to any alleged or asserted such failure, or (ii) any request is made by any Person for a variance from the minimum funding standard, or an extension of the period for amortizing unfunded liabilities, with respect to a Plan, or (iii) the Borrower or any Controlled Group Member fails to pay the PBGC premium with respect to a Plan when due and it remains unpaid for more than 30 days thereafter; or (f) There occurs any "prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the Code involving a Plan.

"Permitted Encumbrances" shall have the meaning ascribed thereto as of the date hereof in the Capital Obligation Document.

"Person" shall mean an individual, corporation, partnership, trust, unincorporated association, joint venture, joint-stock company, Governmental Authority or any other entity.

"Plan" shall mean (a) any employee pension benefit plan within the meaning of Section 3(2) of ERISA (other than a Multiemployer Plan) covered by Title IV of ERISA by reason of Section 4021 of ERISA, of which the Borrower or any Controlled Group Member is or has been within the preceding five years a "contributing sponsor" within the meaning of Section 4001(a)(13) of ERISA, or which is or has been within the preceding five years maintained for employees of the Borrower or any Controlled Group Member, (b) any employee pension benefit plan within the meaning of Section 3(2) of ERISA (other than a Multiemployer Plan) which is subject to Title I of ERISA by reason of Section 4 of ERISA and is subject to the minimum funding requirements of Section 302 of ERISA or Section 412 of the Code, of which the Borrower or any Controlled Group Member is or has been within the preceding five years an employer liable for contributions within the meaning of Section 302(c)(11) of ERISA or Section 412(c)(11) of the Code, or which is or has been within the preceding five years maintained for employees of the Borrower or any Controlled Group Member, or (c) any ERISA Plan.

"Plan Termination Event" shall mean (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) occurring with respect to a Plan, or (ii) the withdrawal of the Borrower or any of Controlled Group Member 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 that might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan.

"Potential Default" shall mean any event or condition that with notice, passage of time or both would, unless cured or waived, constitute an Event of Default.

"Reference Publication" shall mean, collectively, the United States print and online editions of *The Wall Street Journal*; provided, however, that if *The Wall Street Journal* ceases to be published and of general circulation in either form or otherwise ceases to publish in either form the Reference Rate generally, Reference Publication shall mean such other daily newspapers or journal of general circulation or web-based publisher of financial information as is selected by the Lender and advised by the Lender to the Borrower.

"Reference Rate" shall mean, for any day, the rate of interest per annum identified as the "prime rate" for such day in the print edition of the Reference Publication; provided, however, that if the print edition of the Reference Publication is not published on any day or if the "prime rate" is not published in the print edition of the Reference Publication on that day, the "prime rate" shall be the "prime rate" published in the online edition of the Reference Publication on that day; and provided, further, that if no "prime rate" is published for any day in either edition of the Reference Publication (whether by reason of such day not being a Business Day or otherwise), the Reference Publication for the next preceding day for which the "prime rate" was published in the Reference Publication shall be the "prime rate" for such day; and provided further, however, that if more than one rate of interest per annum is published in the Reference Publication as the "prime rate" or "prime rates" for any applicable day, or in the even of any inconsistency between the "prime rates" published in the print and online editions, the Reference Rate for such day shall be the highest of such rates of interest that are so published in the Reference Publication.

"Property" shall mean any and all rights, titles and interests in and to any and all property, whether real or personal, tangible (including cash) or intangible, wherever situated and whether now owned or hereafter acquired.

"Rating" shall mean the long-term unenhanced ratings from time to time established by the Rating Agencies for the Relevant Indebtedness of the Borrower (without giving effect to any bond insurance policy or other credit enhancement securing such Indebtedness).

"Rating Agencies" shall mean Moody's, Standard & Poor's and Fitch.

"Related Parties" shall mean, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"Relevant Indebtedness" shall mean Indebtedness of the Borrower that is secured by the Capital Obligation Document (other than Indebtedness of the Borrower which is

by its terms expressly subordinated to the "Obligations" of the Borrower under and as defined in the Capital Obligation Document).

"Reportable Event" shall mean (i) a reportable event described in Section 4043 of ERISA and regulations thereunder, (ii) a withdrawal by a substantial employer from a Plan to which more than one employer contributes, as referred to in Section 4063(b) of ERISA, (iii) a cessation of operations at a facility causing more than twenty percent (20%) of Plan participants to be separated from employment, as referred to in Section 4068(f) of ERISA, or (iv) a failure to make a required installment or other payment with respect to a Plan when due in accordance with Section 412 of the Code or Section 302 of ERISA which causes the total unpaid balance of missed installments and payments (including unpaid interest) to exceed \$1,000,000.

"Responsible Officer", in the case of the Borrower, shall mean the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer of the Borrower.

"Revolving Credit Exposure" means, with respect to the Lender at any time, the sum of the outstanding principal amount of the Lender's Loans at such time.

"Standard & Poor's" shall mean Standard & Poor's Ratings Services, a division of McGraw-Hill Companies, Inc., a corporation organized and existing until the laws of the State of New York, its successors and assigns.

"Subsidiary" of a Person shall mean (a) any corporation more than fifty percent (50%) of the outstanding securities or interests having ordinary voting power of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, and (b) any partnership, limited liability company, association, joint venture or similar business organization more than fifty percent (50%) of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled, and (c) with respect to Borrower, any Person (other than Borrower) included in the "CHI Credit Group" as defined in the Capital Obligation Document. Unless otherwise expressly provided, all references herein to a "Subsidiary" shall mean a Subsidiary of the Borrower.

"Supplemental Obligation Document" shall have the meaning ascribed thereto as of the date hereof in the Capital Obligation Document.

"Suspension Event" shall have the meaning set forth in Section 7.02(c).

"Taxes" shall mean any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

"Term Conversion Date" shall have the meaning set forth in Section 2.13.

"Term Loan" and "Term Loans" shall have the meanings set forth in Section 2.13.

"Term Loan Payment Date" shall mean, with respect to any Term Loan, the last day of each March, June, September and December.

"Unrestricted Net Assets" shall mean, as of any date of determination, with respect to any such Person, all Net Assets of such Person the use of which is not temporarily or permanently restricted in any manner or to any extent.

1.02 Construction. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

1.03 Accounting Principles; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time, applied on a basis consistent (except for changes approved by the Borrower's independent public accountants) with the most recent audited financial statements of the Borrower and the Borrower Participants or the CHI Reporting Group delivered to the Lender.

## ARTICLE II THE FACILITY

2.01 Commitments. Subject to the terms and conditions set forth herein, the Lender agrees to make Loans to the Borrower from time to time during the Availability Period in an aggregate principal amount that will not result in the Lender's Revolving Credit Exposure exceeding the Lender's Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Loans.

2.02 Making the Loans. At the time that each Loan is made, such Loan shall be in an aggregate amount that is an integral multiple of \$500,000 and not less than \$1,000,000; provided that a Loan may be in an aggregate amount that is equal to the entire unused balance of the Commitment.

2.03 Request for Loans. To request a Loan, the Borrower shall notify the Lender of such request by telephone not later than 12:15 p.m., New York City time, on the date of the proposed Loan. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by personal delivery or telecopy to the Lender of a written Borrowing



Request in the form of Exhibit B (or any other form approved by the Lender) and signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

- (1) the aggregate amount of the requested Loan;
- (2) the date of such Loan, which shall be a Business Day; and
- (3) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.04.

2.04 Funding of Loans. The Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 2:15 p.m., New York City time, to the account of the Borrower most recently designated by it for such purpose in the applicable Borrowing Request.

2.05 Termination and Reduction of Commitment. (a) Unless previously terminated, the Commitment shall terminate on the Maturity Date.

(b) The Borrower may at any time terminate, or from time to time reduce, the Commitment; provided that (i) each reduction of the Commitment shall be in an amount that is an integral multiple of \$500,000 and not less than \$1,000,000 and (ii) the Borrower shall not terminate or reduce the Commitment if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.07, the sum of the Revolving Credit Exposure would exceed the Commitment.

(c) The Borrower shall notify the Lender of any election to terminate or reduce the Commitment under paragraph (b) of this Section at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitment delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower (by notice to the Lender on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitment shall be permanent.

2.06 Repayment of Loans; Evidence of Debt.

(a) Subject to Section 2.13 hereof, the Borrower hereby unconditionally promises to pay to the Lender the then unpaid principal amount of each Loan on the Maturity Date.

(b) If at any time the sum of the Revolving Credit Exposure of the Lender exceeds the Commitment, the Borrower shall immediately repay Loans in an aggregate principal amount sufficient to cause the remaining outstanding Loans not to exceed the total Commitment.

(c) The Lender shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to the Lender hereunder, and (iii) the amount of any sum received by the Lender hereunder for the account of the Lender.

(d) The entries made in the accounts maintained pursuant to paragraph (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of the Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) The Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to the Lender a promissory note payable to the order of the Lender (or, if requested by the Lender, to the Lender and its registered assigns) and in a form approved by the Lender.

2.07 Prepayment of Loans. (a) The Borrower shall have the right at any time and from time to time to prepay any Loan in whole or in part, subject to prior notice in accordance with paragraph (b) of this Section; provided that each repayment shall be in an aggregate amount that is an integral multiple of \$500,000 and not less than \$1,000,000.

(b) The Borrower shall notify the Lender by telephone (confirmed by telecopy) of any prepayment hereunder, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Loan or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitment as contemplated by Section 2.05, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.05. Each partial prepayment of any Loan shall be in an amount that would be permitted in the case of an advance of a Loan as provided in Section 2.02. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.09.

2.08 Fees. (a) The Borrower agrees to pay to the Lender a non-refundable commitment fee, which shall be equal to [REDACTED] of the Lender's Commitment upon closing. The commitment fee shall be payable on the Closing Date.

(b) The Borrower agrees to pay to the Lender a non-refundable facility fee (the "Facility Fee"), on the basis of the commitment of the Lender under this Agreement (whether used or unused) in effect from time to time, in an amount equal to the product of (i) the average daily amount of the Commitment of the Lender during each period in respect of which payment is to be made and (ii) the Applicable Fee Rate per annum, during the period from and including January 26, 2009 to but excluding the date on which such Commitment terminates; provided that, if the Lender continues to have any Revolving Credit Exposure after its Commitment terminates, then such facility fee shall continue to accrue on the daily amount of the Lender's Revolving Credit Exposure from and including the date on which its Commitment terminates to but excluding the date on which the Lender ceases to have any Revolving Credit Exposure. Accrued facility fees shall be payable in immediately available funds, quarterly in

arrears, on the last day of March, June, September and December of each year, commencing on March 31, 2009, and on the date on which the Commitments terminate, commencing on the first such date to occur after the date hereof. All facility fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) Upon delivery by the Borrower of any Borrowing Request, the Borrower agrees to pay to the Lender a non-refundable advance fee of [REDACTED] for each Loan under this Agreement.

(d) In the event that this Agreement is terminated by or on behalf of the Borrower prior to the 364<sup>th</sup> day following the Effective Date, the Borrower agrees to pay to the Lender a termination fee equal to the difference between (x) 364 days of the Facility Fees applicable to the Lender on the basis of the Commitment under this Agreement in effect on the termination date and (y) the actual amount of Facility Fees already paid by or on behalf of the Borrower to the Lender with respect to such Commitment under this Agreement prior to such termination date (measured at the time of such termination). Notwithstanding the foregoing, such termination fee shall not be payable by the Borrower to the Lender in the event that the termination results from the lowering of the Lender's short-term ratings below "P-1" by Moody's or below "A-1" by Standard & Poor's.

(e) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Lender. Fees paid shall not be refundable under any circumstances.

2.09 Interest. (a) The Loans shall bear interest at the Alternate Base Rate.

(b) If any interest payment or other charge or fee payable hereunder exceeds the maximum amount then permitted by applicable law, the Borrower shall be obligated to pay the maximum amount then permitted by applicable law and the Borrower shall continue to pay the maximum amount from time to time permitted by applicable law until all such interest payments and other charges and fees otherwise due hereunder (in the absence of such restraint imposed by applicable law) have been paid in full.

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to the Default Rate.

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan (except as otherwise provided in Section 2.13); provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand, and (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.

(e) All interest hereunder shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed

(including the first day but excluding the last day). The applicable Alternate Base Rate shall be determined by the Lender, and such determination shall be conclusive absent manifest error.

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

(1) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, the Lender; or

(2) impose on the Lender any other condition affecting this Agreement or made by the Lender;

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

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

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

(d) Failure or delay on the part of the Lender to demand compensation pursuant to this Section shall not constitute a waiver of the Lender's right to demand such compensation.

2.11 Taxes.

(a) Any and all payments by or on account of any obligation of the Borrower hereunder shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if the Borrower shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such

deductions and (iii) the Borrower shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Borrower shall indemnify the Lender, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Lender on or with respect to any payment by or on account of any obligation of the Borrower hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender.

(e) If the Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 2.11, it shall pay over such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 2.11 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that the Borrower, upon the request of the Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Lender in the event the Lender is required to repay such refund to such Governmental Authority. This Section shall not be construed to require the Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person.

2.12 Payments Generally. The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or of amounts payable under Section 2.10 or 2.11, or otherwise) prior to 2:00 p.m., New York City time, 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 the Lender, 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 the Lender at its offices at The Northern Trust Company, ABA: 071000152 [REDACTED] Credit to: [REDACTED] Ref: [REDACTED] (or such other office or account as shall be designated to the Borrower in writing). 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 payable for the period of such extension. All payments hereunder shall be made in Dollars.

2.13 Term-Out. Subject to the condition set forth below in this Section 2.13, the aggregate outstanding principal amount of the Loans of the Lender shall convert on the Maturity Date (the "Term Conversion Date") to a term loan of the Lender in said amount (each, a "Term Loan" and collectively the "Term Loans"). Each Term Loan shall bear interest from and including the Maturity Date until the payment thereof in full at the Alternate Base Rate and shall otherwise constitute a Loan for all purposes of this Agreement. The Borrower agrees to repay to the Lender the unpaid principal amount of the Term Loans (together with interest accrued thereon) in eight (8) approximately equal installments of principal, commencing on the first Term Loan Payment Date immediately succeeding the Term Conversion Date (provided that if such first Term Loan Payment Date would occur less than 30 Business Days following the Term Conversion Date, the first repayment date of the Term Loans shall instead be the second Term Loan Payment Date immediately succeeding the Term Conversion Date) and on each subsequent Term Loan Payment Date thereafter, with the last such payment occurring on the Facility Termination Date. Anything in this Section 2.13 to the contrary notwithstanding, any such conversion shall be subject to the condition precedent that no Event of Default shall have occurred and be continuing on the Term Conversion Date.

### ARTICLE III REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Lender as follows, provided that each such representation and warranty by the Borrower with respect to a Designated Affiliate, or which is otherwise inclusive of a Designated Affiliate, shall be limited, as it pertains to such Designated Affiliate(s), to the knowledge of the Borrower:

3.01 Corporate Status. The Borrower and each of the other members of the CHI Reporting Group is a corporation or other entity duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation. The Borrower and each of the other members of the CHI Reporting Group has corporate or other legal power and authority to own its Property and to transact the business in which it is currently engaged. The Borrower and each of the other members of the CHI Reporting Group is duly qualified to do business as a foreign corporation and is in good standing in all jurisdictions in which the ownership of its properties or the nature of its activities or both makes such qualification necessary.

3.02 Power and Authorization. The Borrower has all requisite power and authority to execute, deliver, perform, and take all actions contemplated by, this Agreement and each other Loan Document to which it is a party, and all such action has been duly and validly authorized by all necessary corporate proceedings on its part. Without limitation of the foregoing, the Borrower has the corporate power and authority to borrow pursuant to this Agreement and the other Loan Documents to which it is a party to the fullest extent permitted hereby and thereby from time to time, and has taken all necessary action to authorize such borrowings.

3.03 Execution and Binding Effect. This Agreement and each other Loan Document to which the Borrower is a party has been duly and validly executed and delivered by the Borrower, and each constitutes the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

3.04 Governmental Approvals. All authorizations, consents, licenses, orders and other approvals of, and registrations and filings with, and taking of any other action in respect of or by, any court or Governmental Authority (collectively, "Governmental Action"), or by the holders of any debt or equity securities of the Borrower, in each case, which are required in connection with execution and delivery of this Agreement or any other Loan Document or the consummation of the transactions herein or therein contemplated, have been obtained or made, as the case may be, and are in full force and effect, and there is no action, suit, proceeding or investigation pending or threatened which seeks or may result in the reversal, rescission, termination, modification or suspension of any such Governmental Action or debt or equity holder action.

3.05 Absence of Conflicts. Neither the execution and delivery of this Agreement or any other Loan Document, nor consummation of the transactions herein or therein contemplated, nor performance of or compliance with the terms and conditions hereof or thereof does or will

(a) violate or conflict with any Law, or

(b) violate any order, writ, injunction or decree of any court or Governmental Authority, or the articles of incorporation or by-laws of the Borrower, or result in a breach of the terms conditions or provisions of, or constitute a default under, or result in the creation or imposition of any Lien upon any of the Property of the Borrower pursuant to the terms of, any mortgage, indenture, agreement or other instrument to which the Borrower is a party or by which the Borrower or any of its Property is bound.

3.06 Audited Financial Statements. The Borrower has heretofore furnished to the Lender the financial statements of the CHI Reporting Group for the fiscal year ended June 30, 2008, and the statement of cash flow of the Borrower for the fiscal year ended June 30, 2008. Such financial statements (including the notes thereto) have been prepared in accordance with GAAP and present fairly the financial condition of the CHI Reporting Group as of such date and results of its operation for the period then ended, and such statement of cash flow of the Borrower presents fairly the changes in cash flow as of such date and for the period then ended. Since June 30, 2008, there has been no material adverse change in the financial condition, properties and operations of the CHI Reporting Group.

3.07 Absence of Undisclosed Liabilities. Neither the Borrower nor the CHI Reporting Group has any liability or obligation of any nature whatever (whether absolute, accrued, contingent or otherwise, whether or not due), forward or long-term commitments or unrealized or anticipated losses from unfavorable commitments that has, or would be likely to

have, a Material Adverse Effect, except (a) as disclosed in the financial statements referred to in Section 3.06 and (b) liabilities, obligations, commitments and losses incurred after June 30, 2008 in the ordinary course of business and consistent with past practices.

3.08 Accurate and Complete Disclosure. All statements, information, financial statements, reports and other papers and data with respect to the Borrower and the other members of the CHI Reporting Group furnished to the Lender were, at the time the same were so made or furnished to the Lender, complete and correct in all material respects. There is no fact, circumstance or condition that is known to the Borrower but that has not been disclosed by the Borrower to the Lender which materially and adversely affects, or in the future may (so far as the Borrower can foresee) materially and adversely affect, the validity or enforceability of, or the authority or ability of the Borrower to perform its obligations under, this Agreement and the other Loan Documents to which the Borrower is a party or the business, financial condition, results of operations or prospects of the Borrower or any other member of the CHI Reporting Group. No document furnished or statement made by the Borrower in connection with the negotiation, preparation or execution of this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading.

3.09 Regulatory Restrictions. Neither the Borrower nor any of its Subsidiaries is (a) an "investment company" or a company "controlled" by an investment company within the meaning of the Investment Company Act of 1940, as amended, or (b) subject to any other Law which purports to restrict or regulate its ability to borrow money or obtain credit as a consequence of the nature of the business conducted by such Person.

3.10 Litigation. There is no pending or to the Borrower's knowledge threatened action, suit, proceeding, inquiry or investigation by or before any Governmental Authority against the Borrower or any of its Subsidiaries, which, if adversely decided, would reasonably be expected to have a Material Adverse Effect.

3.11 Absence of Events of Default. No event has occurred and is continuing and no condition exists which constitutes an Event of Default or Potential Default, and neither the Borrower nor any other member of the CHI Reporting Group is in default under (a) any order, writ, injunction or decree of any court or governmental body, agency or other instrumentality applicable to it, or (b) any Law, or (c) any of its Indebtedness, or (d) any contract, agreement or instrument to which it is a party or by which it or its property is bound, in each case, which default could have a Material Adverse Effect, and no event has occurred which with the giving of notice or the passage of time or both would constitute such a default.

3.12 Insurance. The Borrower maintains insurance (either through a self-insurance program and/or with financially sound and reputable insurers) with respect to its properties and business and against at least such liabilities, casualties and contingencies and in at least such types and amounts as are customary in the case of corporations engaged in the same or similar businesses or having similar properties similarly situated.

3.13 Tax Status. The Borrower (a) is an organization described in Section 501(c)(3) of the Code; (b) is not a "private foundation" as described in Section 509(a) of the



Code; (c) has received a letter or other notification from the Internal Revenue Service to such effect, which letter or other notification has not been modified, limited or revoked; (d) is in material compliance with all terms, conditions and limitations, if any, contained in such letter or other notification; and (e) is exempt from federal income taxes under Section 501(a) of the Code, except for taxes which will not affect its tax exempt status. All tax returns or reports of Borrower required by law have been filed, and to its knowledge, all tax returns or reports of Borrower's Subsidiaries required by law have been filed, and all taxes, assessments, contributions, fees and other governmental charges (other than those presently payable without penalty or interest and those currently being contested in good faith and against which adequate reserves have been established) upon Borrower, its Subsidiaries or their assets, properties or income, which are payable, have been paid other than returns the failure of which to file will not cause a Material Adverse Effect.

3.14 Employee Benefits. Except as set forth below in this Section 3.14, each "employee benefit plan", within the meaning of Section 3(3) of ERISA, previously established or presently maintained by the Borrower or a Controlled Group Member was so established and/or is presently maintained: (a) by an entity which is exempt from tax under Section 501 of the Code and is either: (i) a church or a convention or association of churches; or (ii) a corporation or other entity controlled by an entity described in (i); and (b) substantially for the benefit of current and/or former employees of the entities described in (a) so as to constitute a "Church Plan" within the meaning of Section 3(33)(A) of ERISA and exempt from the requirements of Title I of ERISA pursuant to Section 4(b) of ERISA (collectively, the "Church Plans"). The Borrower maintains the following "employee benefit plans", within the meaning of Section 3(3) of ERISA that are not "church plans", within the meaning of Section 3(33) of ERISA, and are subject to ERISA: (i) CHI 401(k) Plan, the frozen Novare Services, Inc. 401(k) and Health Care Providers, Inc. Plans are in the process of being merged into the CHI 401(k) Plan; (ii) CHI Defined Contribution Retirement Plan; (iii) CHI Retirement Plan for For Profit Entities (which is a frozen plan); and (iv) CHI Welfare Benefit Plan (collectively, the "ERISA Plans"). The Borrower and each Controlled Group Member is in compliance in all material respects with all applicable provisions of the Code and other Law applicable to such Church Plans and such ERISA Plans. Neither the Borrower nor any Controlled Group Member has ever had any Pension-Related Event or Plan Termination Event.

3.15 Environmental. To the Borrower's knowledge, after due inquiry, the facilities and properties that are integral to the operation of the Borrower's or its Subsidiaries' health care facilities are in material compliance with all applicable Environmental Laws, except to the extent such non-compliance would not have a Material Adverse Effect.

3.16 No Margin Stock. No part of the proceeds of any Loan hereunder will be used for the purpose of buying or carrying any "margin stock", as such term is used in Regulation U of the Board of Governors of the Federal Reserve System, as amended from time to time, or to extend credit to others for the purpose of buying or carrying any "margin stock". The Borrower is not engaged in the business of extending credit to others for the purpose of buying or carrying "margin stock". The Borrower does not own any "margin stock".

3.17 Compliance with Related Documents. All of the representations and warranties of the Borrower contained in the Capital Obligation Document are true and correct as

if made on the date hereof; and all such representations and warranties are incorporated herein by reference.

3.18 Subsidiaries. Other than the other members of the CHI Credit Group, the Borrower has no Subsidiaries. There are no restrictions on the Borrower or any of its Subsidiaries which prohibit or otherwise restrict the transfer of cash or other assets from any Subsidiary of the Borrower to the Borrower, other than prohibitions or restrictions that would not materially adversely affect the Borrower's ability to pay the Obligations.

3.19 Relevant Indebtedness. The Obligations are secured by the Capital Obligation, constitute Relevant Indebtedness, are not and shall not be subordinated to other Relevant Indebtedness and will be treated on a pari passu basis with all other Relevant Indebtedness.

#### ARTICLE IV CONDITIONS

4.01 Effectiveness of this Agreement. The effectiveness of this Agreement and the obligation of the Lender to make Loans hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 8.02):

(a) Agreement; Notes. The Lender (or its counsel) shall have received from the Borrower either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence satisfactory to the Lender (which may include telecopy transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement. To the extent required by the Lender, the Lender shall have received from the Borrower a fully executed promissory note payable to the Lender in the amount of the Lender's Commitment hereunder.

(b) Capital Obligation. The Lender shall have received an executed counterpart of the Capital Obligation duly executed by the Borrower, and the Lender shall have received evidence satisfactory to the Lender that all conditions to the delivery of the Capital Obligation have been satisfied.

(c) Corporate Proceedings; Tax Status. The Lender shall have received certificates by the Secretary or Assistant Secretary of the Borrower dated as of the Closing Date as to (i) true copies of the articles of incorporation and by-laws of the Borrower in effect on such date (which, in the case of articles of incorporation, shall be certified to be true, correct and complete by the Secretary of State or other Governmental Authority in its jurisdiction of incorporation not more than 30 days before the Closing Date), (ii) true copies of all corporate action taken by the Borrower relative to this Agreement and the other Loan Documents, (iii) true copies of determination letters from the Internal Revenue Service as to the Section 501(c)(3) status of the Borrower, and (iv) the incumbency and signature of the respective officers of the Borrower executing this Agreement and the other Loan Documents to which the Borrower is a party together with satisfactory evidence of the incumbency of such Secretary or Assistant Secretary.

(d) Legal Opinion of Counsel to the Borrower. The Lender shall have received an opinion addressed to the Lender, dated the Closing Date, by counsel to the Borrower, in form and substance satisfactory to the Lender, (i) as to the matters specified in Sections 3.01 through 3.05, 3.10 and 3.13 hereof, and (ii) as to such other matters as the Lender (or its counsel) may reasonably request.

(e) Fees, Expenses, etc. All fees and other compensation required to be paid to the Lender pursuant hereto on or prior to the Closing Date shall have been paid or received.

(f) Closing Certificate. The Lender shall have received a certificate, dated the Closing Date and signed by the President, a Vice President or a Responsible Officer of the Borrower, certifying that (i) the representations and warranties of the Borrower set forth in this Agreement shall be true and correct on and as of Closing Date, and (ii) at the time of and immediately after giving effect to this Agreement and the making of Loans, if any, on the Closing Date, no Potential Default or Event of Default shall have occurred and be continuing.

(g) Schedule of CHI Reporting Group Members. A schedule that identifies as of the Effective Date, (i) the members of the CHI Reporting Group (and specified whether each such member is the Borrower, a Borrower Participant, a Material Designated Affiliate or another Designated Affiliate), and identifying the Borrower's ownership interest, if any, in such Person, and (ii) the Designated Affiliates (and specifies whether each such Designated Affiliate is a Material Designated Affiliate).

(h) Additional Matters. The Lender shall have received such other certificates, opinions, documents and instruments as may be reasonably requested by the Lender (or its counsel). All corporate and other proceedings, and all documents, instruments and other matters in connection with the transactions contemplated by this Agreement and the other Loan Documents shall be satisfactory in form and substance to the Lender in its reasonable discretion.

Following its receipt of the foregoing, the Lender shall notify the Borrower of the Effective Date of this Agreement, and such notice shall be conclusive and binding.

4.02 Each Credit Event. The obligation of the Lender to make a Loan on any date, is subject to the satisfaction of the following conditions:

(a) The Lender shall have timely received the Borrowing Request as provided in Section 2.03.

(b) At the time of and immediately after giving effect to such Loan, no Immediate Termination Event or Suspension Event shall have occurred and be continuing (or shall result from the application of the proceeds of such Loan).

Each Loan shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraph (b) of this Section.

ARTICLE V  
AFFIRMATIVE COVENANTS

The Borrower hereby covenants to the Lender as follows, provided that each such covenant by the Borrower with respect to a Designated Affiliate, or which is otherwise inclusive of a Designated Affiliate, shall be limited, as it pertains to such Designated Affiliate(s), to the best efforts of the Borrower:

5.01 Reporting Requirements. The Borrower will furnish to the Lender:

(a) Annual Financial Statements. As soon as practicable, and in any event within 150 days after the close of each fiscal year of the Borrower, a copy of the audited combined or consolidated financial statements of the Borrower and the Borrower Participants for such fiscal year that the Borrower is required to deliver to the Capital Obligation Trustee pursuant to Section 406(a) of the Capital Obligation Document, all in reasonable detail and accompanied by the report thereon (not qualified as to the scope of the audit or as a result of nonconformity with GAAP) of a firm of nationally recognized independent certified public accountants, together with a certificate of the Chief Financial Officer of the Borrower setting forth in reasonable detail the calculation of (i) the Historical Debt Service Coverage Ratio of the CHI Reporting Group for such fiscal year and (ii) the Debt to Capitalization Ratio of the CHI Reporting Group as of the last day of such fiscal year.

(b) Quarterly Financial Statements. As soon as practicable, and in any event within 90 days after the close of each of the first three fiscal quarters of each fiscal year of the Borrower, a copy of the unaudited combined or consolidated balance sheets of the Borrower and the Borrower Participants for each quarter (including, a balance sheet as of the end of such quarter and results of operations for such quarter), all in reasonable detail and presenting fairly, in accordance with GAAP applied on a basis consistent with that of the prior fiscal year, but subject to normal and recurring year-end audit adjustments, the financial position of the Borrower and the Borrower Participants as of the end of such quarter and the results of its operations for such quarter. In, addition, as soon as practicable, and in any event within 90 days after the close of each of the first three fiscal quarters of each fiscal year of the Borrower, a copy of the statement of cash flow of the Borrower for each quarter, all in reasonable detail and certified by the Chief Financial Officer of the Borrower as presenting fairly, in accordance with GAAP applied on a basis consistent with that of the prior fiscal year, but subject to normal and recurring year-end audit adjustments, the cash flow position of the Borrower as of the end of such quarter and the results of its cash flow for such quarter.

(c) Default Certificates. Concurrently with the financial statements delivered pursuant to Sections 5.01(a) and 5.01(b), a certificate signed by a Responsible Officer of the Borrower, which states that no Event of Default or Potential Default has occurred and is continuing as of the date of such certificate or, if such an Event of Default or Potential Default has occurred and is continuing, specifying the nature thereof and the steps the Borrower is taking to remedy the same.

(d) Capital Obligation Information. Concurrently with each delivery to the Capital Obligation Trustee (except to the extent concurrently required to be delivered to

the Lender pursuant to this Agreement), a copy of any financial statements, compliance reports or other information delivered to the Capital Obligation Trustee pursuant to Sections 401(c), 404, 406(a), 406(b), 406(c), 406(d) or 406(e) of the Capital Obligation Document.

(e) Ratings Information. Promptly after Moody's or Standard & Poor's shall have announced a change or withdrawal in any Rating established or deemed to have been established for the Relevant Indebtedness, written notice of such rating change.

(f) Budget and Financial Information. As soon as possible after the same has been approved by the Board of Stewardship Trustees of the Borrower (or the Finance Committee of such Board on behalf of such Board), a copy of any consolidated operating and capital budget of the Borrower and any consolidated long-range financial plan of the Borrower, in each case, that may (but need not by reason solely of this provision of the Agreement) be internally prepared by the Borrower and approved by the Board of Stewardship Trustees of the Borrower (or the Finance Committee of such Board on behalf of such Board).

(g) Offering Documents. As soon as possible after the same have been issued or released to the public, a copy of any official statement or other disclosure document pertaining to Indebtedness of, or for the benefit of, the Borrower or any other member of the CHI Reporting Group.

(h) Notice of Certain Events. Promptly upon becoming aware of any of the following (and, with respect to clause (1) below, in any event within three Business Days after becoming aware), notice thereof, together with a written statement of Responsible Officers of the Borrower setting forth the details thereof and any action with respect thereto taken or proposed to be taken by the Borrower:

(1) Any Event of Default or Potential Default;

(2) Any change in the business, operations or condition (financial or otherwise) or prospects of the Borrower and its Subsidiaries, taken as a whole that could have a Material Adverse Effect;

(3) Any pending action, suit, proceeding or investigation by or before any Governmental Authority against the Borrower or any Subsidiary of the Borrower (or any such action, suit, proceeding or investigation threatened in writing) which, if adversely decided, would reasonably be expected to have a Material Adverse Effect;

(4) Any material violation, breach or default by the Borrower or any Subsidiary of or under any agreement or instrument material to the business, operations, condition (financial or otherwise) or prospects of the Borrower (individually or, together with all Subsidiaries of the Borrower, taken as a whole);

(5) Any Pension-Related Event.

(i) Further Information. Promptly, such other information and in such form as the Lender may reasonably request from time to time; provided, however, that the

Borrower need not disclose to the Lender (i) any patient records or other patient information which is privileged and may not be disclosed under applicable law or (ii) any material subject to an attorney-client privilege.

5.02 Insurance. The Borrower shall (a) maintain insurance (either through a self-insurance program and/or with financially sound and reputable insurers) with respect to its properties and business and against such liabilities, casualties and contingencies and of such types and in such amounts as are customary in the case of corporations engaged in the same or similar businesses or having similar properties similarly situated, and (b) from time to time, upon request, furnish to the Lender a description of its existing insurance coverage and evidence (which shall take the form of executed insurance certificates) that such insurance is in full force and effect.

5.03 Payment of Taxes and Other Potential Charges and Priority Claims. Except as with respect to Permitted Encumbrances, the Borrower shall, and shall cause each of the other members of the CHI Reporting Group to, pay or discharge:

(1) on or prior to the date on which penalties attach thereto, all material taxes, assessments and other governmental charges lawfully imposed upon it or any of its properties;

(2) on or prior to the date when due, all material lawful claims of materialmen, mechanics, carriers, warehousemen, landlords and other like Persons which, if unpaid, might result in the creation of a Lien upon any such property; and

(3) on or prior to the date when due, all other material lawful claims which, if unpaid, might result in the creation of a Lien upon any such property or which, if unpaid, might give rise to a claim entitled to priority over general creditors of the Borrower or such Subsidiary in a case under Title 11 (Bankruptcy) of the United States Code, as amended;

provided that unless and until foreclosure, levy, sale or similar proceedings shall have been commenced, the Borrower or such other member of the CHI Reporting Group need not pay or discharge any such tax, assessment, charge or claim so long as (x) the validity thereof is contested in good faith and by appropriate proceedings diligently conducted and (y) such reserves or other appropriate provisions as may be required by GAAP shall have been made therefor.

5.04 Corporate Status; Tax Exempt Status.

(a) Preservation of Corporate Status. The Borrower will, and will cause each of the other members of the CHI Reporting Group to, preserve and maintain its corporate existence, rights, franchises and privileges in the jurisdiction of its incorporation and remain qualified in each other jurisdiction in which the failure to preserve and maintain the same or remain so qualified could have a Material Adverse Effect; provided, however, that nothing contained in this Section 5.04(a) shall prevent any merger or consolidation permitted under Section 6.03 of this Agreement.

(b) Tax Exempt Status. The Borrower shall maintain its status as a corporation exempt from Federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c)(3) of the Code.

5.05 Governmental Approvals and Filings. The Borrower shall keep and maintain in full force and effect all Governmental Actions necessary in connection with execution and delivery of this Agreement or any other Loan Document, consummation of the transactions hereon or therein contemplated, performance of or compliance with the terms and conditions hereof or thereof or to ensure the legality, validity, binding effect, enforceability or admissibility in evidence hereof or thereof.

5.06 Maintenance of Properties. The Borrower shall maintain, or cause to be maintained, in good repair, working order and condition, ordinary and reasonable wear and tear excepted, all properties now or hereafter owned, leased or otherwise possessed by it and its Subsidiaries in all material respects, and shall make or cause to be made all needful and proper repairs, renewals, replacements and improvements thereto, in each case as and to the extent necessary or appropriate to the proper and advantageous conduct of its business in all material respects.

5.07 Avoidance of Other Conflicts. The Borrower shall comply, and shall cause each Subsidiary to, comply with:

- (1) any Law,
- (2) its articles of incorporation or by-laws (or other constituent documents), or
- (3) any agreement or instrument to which it is a party or by which it is a party or by which it or any of its respective properties may be subject or bound,

the non-compliance with which could reasonably be expected to have a Material Adverse Effect.

5.08 Books and Records; Inspection Rights. The Borrower shall, and shall cause each member of the CHI Reporting Group to, make and keep books, records and accounts which, in reasonable detail, accurately and fairly reflect its transactions and dispositions of its assets and maintain adequate systems of internal accounting controls; and at any reasonable time and from time to time, upon reasonable notice, the Borrower shall permit, and will cause each of the other members of the CHI Reporting Group to permit, the Lender or agents or representatives thereof, at the expense of the Lender (if no Potential Default or Event of Default shall have occurred and be continuing) or at the expense of the Borrower (if a Potential Default or Event of Default shall have occurred and be continuing) to examine and make copies of and abstracts from the records (except for confidential patient information and attorney-client privileged information) and books and accounts of, and to visit the properties of, the Borrower and/or the other members of the CHI Reporting Group) and to discuss the affairs, finances and accounts of the Borrower and/or the other members of the CHI Reporting Group with any of its officers and independent auditors (and by this provision said auditors are authorized to discuss with the Lender or agents or representatives thereof such affairs, finances and accounts).

5.09 Use of Proceeds. The Borrower shall apply the proceeds of all Loans solely to support its self liquidity program with respect to the Borrower's variable rate bonds and commercial paper, and such proceeds shall not be applied in violation of any applicable law or regulation (including, without limitation, Regulation T, U or X of the Board.

5.10 Conduct of Business. The Borrower shall cause the business of the Borrower and each other member of the CHI Reporting Group, taken as a whole, to be conducted substantially as conducted and operated during the present and preceding fiscal year. In furtherance of the foregoing, the Borrower will maintain, and the Borrower will cause each other member of the CHI Reporting Group to maintain, (i) all accreditations with respect to the operation of their respective properties and businesses, and (ii) all permits, licenses and other governmental approvals, in each case, with respect to the operation of their respective properties and businesses, except to the extent that failure to so maintain could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.11 Maintenance of Church Plans and Plans. The Borrower shall and shall cause each Controlled Group Member to (a) keep in full force and effect any and all Church Plans and Plans which are presently in existence or may, from time to time, come into existence, unless such Church Plans or Plans can be terminated without Material Adverse Effect to the Borrower or Controlled Group Member in connection with such termination; (b) make contributions to each of their Church Plans and Plans in a timely manner and in a sufficient amount to comply with the terms of each such pension plan; and (c) comply with all material requirements of the Code, ERISA and applicable Law which relate to Church Plans or Plans, as applicable. The Borrower shall deliver to the Lender, promptly after the filing or receipt thereof, copies of all reports or notices which the Borrower or Controlled Group Member files or receives under ERISA with or from the Internal Revenue Service, the PBGC or the U.S. Department of Labor, other than reports or notices which would not in the Borrower's reasonable opinion have a Material Adverse Effect.

5.12 Environmental Compliance. The Borrower shall use, operate and maintain all of its properties in material compliance with all Environmental Laws, keep or acquire all necessary permits, approvals, certificates, licenses and other authorizations relating to environmental matters in effect and remain in material compliance therewith, and handle all Environmental Concern Materials in material compliance with all Environmental Laws.

5.13 Incorporation of Covenants. The Borrower shall comply with all its covenants and agreements set forth in Article IV and Article VI of the Capital Obligation Document, which covenants and agreements are hereby incorporated herein by reference and, notwithstanding anything to the contrary set forth herein or in the Capital Obligation Document, shall be for the benefit of, and run directly to, the Lender, and the Lender shall be entitled to rely upon all such covenants and agreements as though all such covenants and agreements were set forth herein in full or otherwise addressed directly to the Lender. All such covenants and agreements shall be unaffected by any amendment, modification or waiver after the date hereof of the Capital Obligation Document, unless such amendment, modification or waiver is consented to by the Lender.



5.14 Further Assurances. The Borrower will execute, acknowledge where appropriate, and deliver or file, and cause to be executed, acknowledged where appropriate, and delivered or filed, from time to time promptly at the request of the Lender, all such instruments and documents as in the opinion of the Lender are necessary or advisable to carry out the intent and purpose of this Agreement and the other Loan Documents.

## ARTICLE VI FINANCIAL AND NEGATIVE COVENANTS

The Borrower hereby covenants to the Lender as follows:

### 6.01 Financial Covenants.

(a) Historical Debt Service Coverage Ratio. The Borrower shall not permit the Historical Debt Service Coverage Ratio of the CHI Reporting Group for any fiscal year of the CHI Reporting Group to be less than 1.50 to 1.00.

(b) Debt to Capitalization Ratio. The Borrower shall not permit the Debt to Capitalization Ratio of the CHI Reporting Group for any fiscal quarter of any fiscal year of the CHI Reporting Group to be greater than 0.65 to 1.00.

6.02 Liens. The Borrower shall not and shall not permit any other member of the CHI Reporting Group to at any time create, incur, assume or suffer to exist any Lien of the Borrower or any other member of the CHI Reporting Group on any of its Property, or agree, become or remain liable (contingently or otherwise) to do any of the foregoing, except for Permitted Encumbrances; provided that such covenant by the Borrower with respect to a Designated Affiliate, or which is otherwise inclusive of a Designated Affiliate, shall be limited, as it pertains to such Designated Affiliate(s), to the best efforts of the Borrower.

6.03 Consolidation, Merger, etc. The Borrower will not liquidate or dissolve or otherwise dispose of all or substantially all of its assets (whether in a single transaction or a series of transactions) or merge into another Person or permit one or more other Persons to consolidate with it under circumstances in which such other Person or Persons is or are the Person or Persons surviving such consolidation, unless each of the following conditions shall have been fulfilled: (i) such disposition, merger or consolidation, and the actions of the Borrower with respect thereto, are in compliance with the applicable provisions of Section 405 of the Capital Obligation Document; (ii) if such disposition, merger or consolidation had occurred during the most recently completed fiscal year of the CHI Reporting Group for which financial statements are available, the Historical Debt Service Coverage Ratio of the CHI Reporting Group for such fiscal year would not have been less than 1.50 to 1.00 and the Debt to Capitalization Ratio of the CHI Reporting Group as of the last day of such fiscal year would not have been greater than 0.65 to 1.00; (iii) after giving effect to such disposition, consolidation or merger, no Potential Default or Event of Default will have occurred and be continuing; (iv) the Person to which such disposition is made or the Person surviving such consolidation or merger assumes in writing, reasonably satisfactory in form and substance to the Lender, the performance of all of the obligations, covenants, agreements and conditions of this Agreement and the Related Documents to which the Borrower is a party; and (v) the Borrower shall have given to the

Lender not less than 20 days' prior written notice of such disposition, merger or consolidation and furnished to the Lender (a) all such information concerning such disposition, consolidation or merger as the Lender shall have reasonably requested, and (b) a certificate of an appropriate officer of the Borrower to the effect that each of the conditions precedent to such disposition, merger or consolidation contained in this Section 6.03 has been fulfilled.

6.04 Certain Significant Transactions. The Borrower will not (whether in a single transaction or a series of transactions) sell, lease, assign, transfer or otherwise dispose of, or permit any other member of the CHI Reporting Group to sell, lease, assign, transfer or otherwise dispose of, any assets constituting in excess of 10% of the assets of the CHI Reporting Group (as shown on the financial statements of the CHI Reporting Group for the most recently completed fiscal year of the CHI Reporting Group and as such assets were valued for purposes of such financial statements), and the Borrower will not (whether in a single transaction or a series of transactions) permit any other Person or Persons (other than another member of the CHI Reporting Group) having assets in excess of 10% of the assets of the CHI Reporting Group (as shown on the financial statements of the CHI Reporting Group for the most recently completed fiscal year of the CHI Reporting Group) or revenues in excess of 10% of the revenues of the CHI Reporting Group (as shown on the financial statements of the CHI Reporting Group for the most recently completed fiscal year of the CHI Reporting Group) (such Person or Persons being referred to herein, collectively, as a "Significant Person") to consolidate with the Borrower under circumstances in which the Borrower is the Person surviving such consolidation or to merge into the Borrower, and the Borrower will not (whether in a single transaction or a series of transactions) permit any Significant Person (other than another member of the CHI Reporting Group) to consolidate with or to merge with or into any other member of the CHI Reporting Group, unless each of the following conditions shall have been fulfilled: (i) such transaction, and the actions of the Borrower with respect thereto, are in compliance with Section 405 of the Capital Obligation Document; (ii) if such transaction had occurred during the most recently completed fiscal year of the CHI Reporting Group for which financial statements are available, the Historical Debt Service Coverage Ratio of the CHI Reporting Group for such fiscal year would not have been less than 1.50 to 1.00 and the Debt to Capitalization Ratio of the CHI Reporting Group as of the last day of such fiscal year would not have been greater than 0.65 to 1.00; and (iii) prior to or concurrently with the consummation of such transaction, the Borrower shall have furnished to the Lender written notice of such transaction (containing a reasonably detailed description of such transaction) and a certificate of the chief financial officer of the Borrower to the effect that each of the conditions precedent to such transaction contained in this Section 6.04 has been fulfilled, provided that, notwithstanding the foregoing, to the extent the foregoing covenant relates to or is with respect to a Designated Affiliate or Designated Affiliates, the foregoing covenant shall be limited, as it pertains to such Designated Affiliate(s), to the best efforts of the Borrower.

6.05 Relevant Indebtedness. The Borrower shall not create, incur, assume or suffer to exist Indebtedness (other than Indebtedness secured by Permitted Encumbrances) that is senior to any Relevant Indebtedness including the Obligations secured by the Capital Obligation.

6.06 Amendments. The Borrower will not modify, amend or supplement, or give any consent to any modification, amendment or supplement or make any waiver with respect to, any provision of the Capital Obligation Document if such amendment, modification

or supplement requires the consent of the holders of any of the "Obligations" (under and as defined in the Capital Obligation Document) under and in accordance with the Capital Obligation Document, if, in the reasonable judgment of the Lender, the effect of such modification, amendment, supplement or waiver could be adverse to the Lender (it being understood that, in order to effectuate the provisions of this Section 6.06, the Borrower will furnish to the Lender copies or drafts of all proposed modifications, amendments, supplements and waivers with respect to the Capital Obligation Document and obtain from the Lender the reasonable judgment of the Lender as to whether the effect thereof could be adverse to the Lender); provided, however, that nothing contained in this Section 6.06 shall limit, alter or modify, or be deemed to limit, alter or modify, in any respect or to any extent, the provisions of Section 5.13 of this Agreement.

## ARTICLE VII DEFAULTS

7.01 Events of Default. An Event of Default shall mean the occurrence or existence of one or more of the following events or conditions (for any reason, whether voluntary, involuntary or effected or required by Law):

(a) The Borrower shall fail to pay when due the principal of or interest on any Loan.

(b) The Borrower shall fail to pay when due any fee, indemnity, expense or other Obligation owing to the Lender pursuant to this Agreement (other than as provided in paragraph (a) above).

(c) Any representation or warranty made or deemed made by the Borrower in or pursuant to or in connection with this Agreement or any other Loan Document, or any statement made by in any financial statement, certificate, report, exhibit or document furnished pursuant to or in connection with this Agreement or any other Loan Document, shall prove to have been false or misleading in any material respect as of the time when made or deemed made.

(d) The Borrower shall default in the performance or observance of any of the covenants contained in Section 5.01(h)(i), Section 5.03, Section 5.04, Section 5.05 or Article VI.

(e) The Borrower shall default in the performance or observance of any of the covenants contained in this Agreement (other than as elsewhere specifically addressed in another paragraph of this Section 7.01) which breach remains uncured for a period which is the earlier of (A) thirty (30) days after the occurrence thereof or (B) twenty (20) days after written notice to Borrower from the Lender.

(f) The Borrower or any other member of the CHI Reporting Group (other than a Designated Affiliate) shall fail to pay when due any principal of or premium, if any, or interest on any Indebtedness of the Borrower which is outstanding in an amount of \$15,000,000 or more (other than Indebtedness of the Borrower under this Agreement and

Indebtedness of the Borrower which is by its terms subordinated to the "Obligations" of the Borrower under and as defined in the Capital Obligation Document).

(g) One or more final, non-appealable judgments or writs of attachments against its property for or in respect to the payment of money shall have been entered against the Borrower or any other member of the CHI Reporting Group, which judgment or judgments, exceed \$15,000,000 in the aggregate, and such judgment or judgments shall have remained undischarged, unbonded and unstayed for a period of sixty consecutive days.

(h) Any Loan Document or term or provision thereof relating to the payment of principal or interest shall cease to be in full force and effect (except in accordance with the express terms of such Loan Document), or the Borrower, or any Governmental Authority in a final non-appealable judgment or order, shall, or shall purport to, terminate (except in accordance with the terms of such Loan Document), repudiate, declare voidable or void, or otherwise contest the legality, validity, binding effect or enforceability of, any Loan Document or any term or provision thereof relating to the payment of principal or interest or the validity or priority of any Lien created thereby or any obligation or liability of the Borrower thereunder.

(i) A proceeding shall have been instituted in respect of the Borrower or any Subsidiary whose total revenues or assets exceed 35% of the combined total revenues or assets of the CHI Reporting Group ("Material Subsidiary"):

(i) seeking to have an order for relief entered in respect of such Person, or seeking a declaration or entailing a finding that such Person is insolvent or a similar declaration or finding, or seeking dissolution, winding-up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to such Person, its assets or its debts under any Law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar Law now or hereafter in effect, or

(ii) seeking appointment of a receiver, trustee, liquidator, assignee, sequestrator or other custodian for such Person or for all or any substantial part of its property,

and such proceeding shall result in the entry, making or grant of any such order for relief, declaration, finding, relief or appointment, or such proceeding shall remain undismissed and unstayed for a period of sixty consecutive days.

(j) The Borrower or any Material Subsidiary shall become insolvent; shall fail to pay, become unable to pay, or state that it is or will be unable to pay, its debts as they become due; shall voluntarily suspend transaction of its business; shall make a general assignment for the benefit of creditors; shall institute (or fail to controvert in a timely and appropriate manner) a proceeding described in Section 7.01(i)(i), or (whether or not any such proceeding has been instituted) shall consent to or acquiesce in any such order for relief, declaration, finding or relief described therein; shall institute (or fail to controvert in a timely and

appropriate manner) a proceeding described in Section 7.01(i)(ii), or (whether or not any such proceeding has been instituted) shall consent to or acquiesce in any such appointment or to the taking of possession by any such custodian of all or any substantial part of its property; shall dissolve, wind-up, revoke or forfeit its charter or liquidate itself or any substantial part of its property; or shall take any action in furtherance of any of the foregoing.

(k) The Lender shall have determined that a change in the business, operation, assets or condition (financial or otherwise) or prospects of the Borrower and all other members of the CHI Reporting Group, taken as a whole, has occurred that has resulted in a Material Adverse Effect.

(l) The Borrower's Ratings shall be withdrawn, suspended or reduced below a rating of "Baa3" by Moody's, "BBB-" by Standard and Poor's, and "BBB-" by Fitch (other than any such withdrawal which results from the payment, redemption or defeasance of the applicable Relevant Indebtedness).

(m) Any "Event of Default" under and as defined in the Capital Obligation Document shall have occurred and be continuing.

(n) A Pension-Related Event occurs; provided, however, that with respect to any Plan that is a Multiemployer Plan, such event or condition shall not be an Event of Default unless the withdrawal liability or the past due obligation to make contributions of the Borrower or any Controlled Group Member to such Plan or the PBGC in connection with such event or condition exceeds \$15,000,000.

#### 7.02 Consequences of an Event of Default.

(a) In the case of any Event of Default as specified in subsections (a), (f), (g), (h), (i), (j) or (l) of Section 7.01 (each an "Immediate Termination Event"), the Commitment and the obligation of the Lender to make Loans shall immediately terminate without notice or demand to any Person and, thereafter, the Lender shall be under no obligation to make Loans. Promptly upon the occurrence of such Event of Default, the Lender shall give written notice of the same to the Borrower; provided, that the Lender shall not incur liability or responsibility whatsoever by reason of the Lender's failure to give such notice and such failure shall in no way affect the termination of the Commitment and of the Lender's obligation to make Loans pursuant to this Agreement. The Borrower shall notify the Rating Agencies of the termination of the Commitment and the obligation of the Lender to make Loans. In addition to the foregoing, upon the occurrence of an Immediate Termination Event, the Lender shall, by notice to the Borrower, declare the unpaid principal amount of the Loans, interest accrued thereon and all other Obligations to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby waived, and an action therefor shall immediately accrue; provided if an Event of Default specified in subsection (i) or (j) of Section 7.01 shall occur or exist, then, in addition to all other rights and remedies which the Lender may have hereunder or under any other Loan Document, at law, in equity or otherwise, the unpaid principal amount of the Loans, interest accrued thereon and all other Obligations shall become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby waived, and an action therefor shall immediately accrue.

(b) In the case of an Event of Default specified in subsections (b), (c), (d), (e), (k), (m) or (n) of Section 7.01, the Lender may give written notice of such Event of Default and termination of this Agreement (a "Notice of Termination") to the Borrower. The Borrower shall promptly notify the Rating Agencies of any Notice of Termination received by the Borrower. The obligation of the Lender to make Loans shall terminate on the 30th day (or if such day is not a Business Day, the next following Business Day, but, in either case, a "Notice of Termination Date") after such Notice of Termination is received by the Borrower and, on such date, the Commitment shall terminate and the Lender shall be under no obligation hereunder to make Loans to the Borrower.

(c) In the case of a Potential Default specified in subsection (i) of Section 7.01 (a "Suspension Event"), the obligation of the Lender to make Loans to the Borrower pursuant to this Agreement shall be immediately and automatically suspended without notice from the time of the occurrence of such Potential Default; provided, however, that if the Potential Default which gave rise to such suspension is cured or ceased to be continuing, then the Lender's obligations under this Agreement shall be automatically reinstated and the terms of this Agreement will continue in full force and effect (unless this Agreement shall have otherwise expired or been terminated in accordance with its terms) as if there had been no such suspension. In connection with any Suspension Event, the Borrower shall promptly notify the Rating Agencies of any suspension of the obligations of the Lender to make Loans as a result of the occurrence of such Suspension Event.

(d) Upon the occurrence of any Event of Default, the Lender shall have all remedies provided at law or equity, including, without limitation, the rights provided under the Loan Documents; provided that the Lender agrees to make Loans on the terms and conditions of this Agreement notwithstanding the occurrence of an Event of Default or Potential Default which does not suspend or terminate its respective obligation to make Loans under subsections (a), (b) or (c) above.

(e) The remedies provided in this Section 7.02 are not exclusive. The Lender hereby reserves the right and shall have the right to pursue any other available remedies, whether provided by law, in equity, the Loan Documents or this Agreement.

## ARTICLE VIII MISCELLANEOUS

8.01 Holidays. Whenever any payment or action to be made or taken hereunder or under any other Loan Document shall be stated to be due on a day which is not a Business Day, such payment or action shall be made or taken on the next following Business Day and such extension of time shall be included in computing interest or fees, if any, in connection with such payment or action.

8.02 Amendments and Waivers. (a) No failure or delay by the Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Lender hereunder are cumulative and

are not exclusive of any rights or remedies that it would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Potential Default or Event of Default, regardless of whether the Lender may have had notice or knowledge of such Potential Default or Event of Default at the time.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Lender.

8.03 Notices. Except to the extent otherwise expressly permitted hereunder or thereunder, all notices, requests, demands, directions and other communications (collectively "notices") under this Agreement or any other Loan Document shall be in writing (including telecopied communication) and shall be sent by first-class mail, or by nationally-recognized overnight courier, or by telecopier (with confirmation in writing mailed first-class or sent by such an overnight courier), or by personal delivery, as follows:

(1) if to the Borrower, to it at its address set forth on its signature page to this Agreement;

(2) if to the Lender, to it at its address set forth on its signature page to this Agreement.

(b) Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Lender; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Lender. The Lender or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other party hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

8.04 Expenses; Indemnity; Damage Waiver. (a) The Borrower shall pay (i) all reasonable out of pocket expenses incurred by the Lender and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Lender, in connection with preparation and administration of this Agreement or any amendments, modifications or waivers of the provisions hereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all out-of-pocket expenses incurred by the Lender, including the fees, charges and disbursements of any counsel for the Lender, in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section,

or in connection with the Loans made hereunder, including all such out-of pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) The Borrower shall indemnify the Lender and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or the use of the proceeds therefrom, (iii) any actual or alleged presence or release of Environmental Concern Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) To the extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, any Loan or the use of the proceeds thereof.

(d) All amounts due under this Section shall be payable promptly after written demand therefor.

8.05 Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

8.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Lender and when the Lender shall have received counterparts hereof which, when taken together, bear the signatures of each of the other party hereto, and thereafter shall be binding upon and inure to the benefit of the



parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

8.07 Survival; Term of this Agreement. (a) All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Lender and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such party or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Potential Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 2.10, 2.11 and 8.04 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitment or the termination of this Agreement or any provision hereof.

(b) The Maturity Date may be extended from time to time, at the request of the Borrower made not earlier than 90 days, nor later than 60 days, prior to the then Maturity Date, by agreement in writing between the Borrower and the Lender (the period from the preceding Maturity Date to such new Maturity Date being herein sometimes called the "Extended Bank Facility Period"). The Extended Bank Facility Period may itself be extended in a like manner for additional periods. The Lender has no obligation to agree to any Extended Bank Facility Period. If the Lender, in its sole and absolute discretion, determines to extend any such period, the Lender shall give written notice of the election to extend to the Borrower not more than thirty (30) days following receipt by the Lender of the Borrower's request for such extension of the then Maturity Date. The Borrower shall promptly notify the Rating Agencies of the Lender's determination to extend or not extend the Maturity Date of this Agreement. At the time of any extension, the Lender may, in its sole and absolute discretion, renegotiate terms and conditions of this Agreement, including the Facility Fee and the interest rates applicable to the Loans. Notwithstanding anything in this paragraph to the contrary, if the Lender fails to give notice of an election to extend this Agreement, this Agreement shall expire at the Maturity Date or Extended Bank Facility Period then in effect (subject, in all instances, to the provisions of Section 2.13).

8.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, the Lender and each of its Affiliates 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) at any time held and other obligations at any time owing by the Lender or such Affiliate to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower now or hereafter existing under this Agreement held by the Lender, irrespective of whether or not the Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of the Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which the Lender may have.

8.09 Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) the Lender may not assign or otherwise transfer its rights or obligations hereunder except (A) with the prior written consent (such consent not to be unreasonably withheld) of the Borrower, provided that no consent of the Borrower shall be required if an Event of Default has occurred and is continuing, and (B) if, at or prior to such time, Standard & Poor's, Moody's and Fitch, if then rating the Bonds, have each confirmed in writing that such assignment shall not cause the lowering, withdrawal or suspension of any ratings then existing on the variable rate bonds or commercial paper to which this Agreement pertains. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (b) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of the Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) The Lender may, without the consent of the Borrower, sell participations to one or more banks or other entities (a "Participant") in all or a portion of the Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) the Lender's obligations under this Agreement shall remain unchanged, (B) the Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that the Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that the Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that affects such Participant. Subject to paragraph (b)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.10 and 2.11 to the same extent as if it were the Lender and had acquired its interest by assignment pursuant to paragraph (a) of this Section.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.10 or 2.11 than the Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent.

(c) The Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of the Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

8.10 Governing Law; Submission to Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement against the Borrower or its properties in the courts of any jurisdiction.

(c) The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 8.03. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

8.11 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

8.12 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

8.13 Confidentiality. (a) The Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Lender on a non-confidential basis from a source other than the Borrower. For the purposes of this Section, "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Lender on a non-confidential basis prior to disclosure by the Borrower; provided that, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

**THE LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 8.13(a) FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWER AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.**

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE LENDER PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE BORROWER AND ITS AFFILIATES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES) AND ITS SECURITIES. ACCORDINGLY, THE LENDER REPRESENTS TO THE BORROWER THAT IT HAS IDENTIFIED IN SECTION 8.03, A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.

8.14 USA PATRIOT ACT. The Lender, to the extent that it is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Lender to identify the Borrower in accordance with the Act.

[signature pages immediately follow]

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

CATHOLIC HEALTH INITIATIVES,  
as Borrower

By: [REDACTED]  
Title: Vice President, Treasury Services

Address for Notices:

Catholic Health Initiatives  
[REDACTED]

Attn: [REDACTED]  
Telephone: [REDACTED]  
Telecopier: [REDACTED]

THE NORTHERN TRUST COMPANY, as  
Lender

By: 


Title: OFFICER


Address for Notices:

The Northern Trust Company



Attn: 


Telephone.: 

Telecopier: 

with a copy to:

Attn: 

Telephone.: 

Telecopier: 

**EXHIBIT A**

**FORM OF NOTE**

\$25,000,000

January 26, 2009

Catholic Health Initiatives, a Colorado nonprofit corporation (the "Borrower"), promises to pay to the order of The Northern Trust Company (the "Lender") the aggregate unpaid principal amount of the Loans made by the Lender to the Borrower pursuant to Article II of the Agreement (as hereinafter defined), in immediately available funds at the main office of the Lender, together with interest on the unpaid principal amount hereof at the rates and on the dates set forth in the Agreement. The Borrower shall pay the principal of and accrued and unpaid interest on the Loans in full on the Maturity Date.

The Lender shall, and is hereby authorized to, record on the schedule attached hereto, or to otherwise record in accordance with its usual practice, the date and amount of each Loan and the date and amount of each principal payment hereunder. However, regardless of the manner in which the Lender records such Loans and principal payments in its usual practice, the Borrower shall receive credit for each payment (or portion thereof) made on the Capital Obligation that is received by the Lender.

This Note is issued pursuant to, and is entitled to the benefits of, the Credit Agreement dated as of January 26, 2009 (which, as it may be amended, restated or modified and in effect from time to time, is herein called the "Agreement"), between the Borrower and the Lender, to which Agreement reference is hereby made for a statement of the terms and conditions governing this Note, including the terms and conditions under which this Note may be prepaid or its maturity date accelerated. Capitalized terms used herein and not otherwise defined herein are used with the meanings attributed to them in the Agreement. The Lender agrees and acknowledges that this Note has not been issued pursuant to the Capital Obligation Document and does not constitute an "Obligation" under and as defined in the Capital Obligation Document.

This Note is to be governed by and construed and enforced in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the undersigned has executed this Note by its duly authorized officer.

**CATHOLIC HEALTH INITIATIVES**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### Schedule of Loans and Payments of Principal

Exhibit A

**EXHIBIT B**

**FORM OF BORROWING REQUEST**

[Date]

VIA FACSIMILE - [REDACTED]

The Northern Trust Company  
[REDACTED]

Attn: [REDACTED]

Telephone: [REDACTED]

Telecopier: [REDACTED]

Re: Borrowing Request

This Borrowing Request is being delivered pursuant to Section 2.03 of the Credit Agreement, dated as of January 26, 2009 (the "Credit Agreement"), between Catholic Health Initiatives, a Colorado nonprofit corporation, and The Northern Trust Company, as Lender. All capitalized terms used but not defined herein shall have the meaning specified for such terms in the Credit Agreement.

The Borrower hereby irrevocably requests a Loan under the Credit Agreement and sets forth below the information required by the Credit Agreement in connection therewith:

1. The aggregate amount of the requested Loan is: \_\_\_\_\_<sup>1</sup>
2. The Business Day of the requested Loan is: \_\_\_\_\_
3. The proceeds shall be transferred to: [insert ABA number/account information for deposit account].

The Borrower hereby certifies that the conditions to such Loan set forth in Section 4.02(b) of the Credit Agreement have been satisfied on the date hereof and will be true on the date of the requested Loan.

---

<sup>1</sup> Insert an integral multiple of \$500,000 and not less than \$1,000,000.

Dated: \_\_\_\_\_, 200\_\_

CATHOLIC HEALTH INITIATIVES, as Borrower

By: \_\_\_\_\_

Name:

Title:

CHI:2203546.3

Exhibit B

## AMENDMENT TO CREDIT AGREEMENT

**THIS AMENDMENT TO CREDIT AGREEMENT** (this "Amendment") is entered into as of this 31st day of March, 2010, between CATHOLIC HEALTH INITIATIVES, a Colorado nonprofit corporation (the "Borrower"), and THE NORTHERN TRUST COMPANY, as Lender (the "Lender").

### RECITALS:

A. The Lender and the Borrower are parties to a Credit Agreement dated as of January 26, 2009 (the "Agreement") pursuant to which the Lender has agreed to make Loans (as defined in the Agreement) to the Borrower from time to time; and

B. The Borrower and the Lender wish to amend certain provisions of the Agreement on the terms and conditions set forth below.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

1. Definitions. Unless otherwise specified herein, all capitalized terms used herein shall have the meanings specified in the Agreement.

2. Amendments to the Agreement. Effective as of the Amendment Effective Date in accordance with Section 4 hereof:

2.1 the definition of "Applicable Fee Rate" set forth in Section 1.01 of the Agreement is hereby amended in its entirety and the following is inserted in lieu thereof:

"Applicable Fee Rate" shall mean, for any day the applicable rate per annum set forth below under the caption "Applicable Fee Rate" based upon the Ratings by Moody's, Standard & Poor's and Fitch, respectively, applicable on such date to the Relevant Indebtedness:

<u>Moody's</u>	<u>Standard &amp; Poor's</u>	<u>Fitch</u>	<u>Applicable Fee Rate</u>
Aa2 or better	AA or better	AA or better	
Aa3	AA-	AA-	
A1	A+	A+	
A2	A	A	
A3	A-	A-	
Baa1	BBB+	BBB+	
Baa2	BBB	BBB	
Baa3 or lower	BBB- or lower	BBB- or lower	

For purposes of the foregoing, (i) if the Ratings established or deemed to have been established by Moody's, Standard & Poor's and Fitch for the

Relevant Indebtedness shall fall within different categories (i.e., a split rating), the Applicable Fee Rate shall be based on the lowest of the Ratings; and (ii) if the Ratings established or deemed to have been established by Moody's, Standard & Poor's and Fitch for the Relevant Indebtedness shall be changed, such change shall be effective as of the date on which it is first announced by the applicable Rating Agency, irrespective of when notice of such change shall have been furnished by the Borrower to the Lender pursuant to this Agreement or otherwise. Each change in the Applicable Fee Rate shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If any time an Event of Default shall have occurred and be continuing under this Agreement, the Applicable Fee Rate then in effect shall be immediately increased (without notice to the Borrower) by [REDACTED] per annum for so long as an Event of Default is in effect. In addition, if one or more Rating Agencies shall withdraw or suspend its applicable Rating, then in each such case, the Facility Fee Rate then in effect shall increase automatically and immediately by an additional [REDACTED] per annum (per event) above the Applicable Fee Rate in effect immediately prior to such withdrawal or suspension, as the case may be, and shall remain in effect for so long as such withdrawal or suspension, as the case may be, remains in effect.

2.2 the definition of "Debt to Capitalization Ratio" set forth in Section 1.01 of the Agreement is hereby amended in its entirety and the following is inserted in lieu thereof:

"Debt to Capitalization Ratio" shall mean, as of any date of determination, with respect to any Person, the ratio of (i) such Person's Indebtedness, to (ii) the sum of such Person's Unrestricted Net Assets and such Person's Indebtedness.

2.3 the definition of "Indebtedness" set forth in Section 1.01 of the Agreement is hereby amended in its entirety and the following is inserted in lieu thereof:

"Indebtedness" shall mean, with respect to any Person, (A) for purposes of determining the Immediate Termination Events set forth in Article VII hereof and for purposes of the definition of "Parity Indebtedness" set forth in this Section 1.01: (i) all obligations of such Person for money borrowed represented by bonds, debentures, notes or other similar instruments, but excluding trade accounts payable incurred in the ordinary course of business; (ii) all deferred indebtedness of such Person for the payment of the purchase price of property or assets purchased which are assigned a long-term rating by a Rating Agency equal to the rating assigned by such Rating Agency to the Borrower's taxable or tax-exempt bonds (without giving effect to any credit enhancement relating thereto); (iii) all obligations of such Person under any lease which, under GAAP, is required to be capitalized for balance

sheet purposes which are assigned a long-term rating by a Rating Agency then rating the Borrower's taxable or tax-exempt bonds (without giving effect to any credit enhancement relating thereto) equal to the rating assigned by such Rating Agency to the Borrower's taxable or tax-exempt bonds (without giving effect to any credit enhancement relating thereto); (iv) all obligations of such Person to reimburse or repay any bank or other Person in respect of amounts paid under a letter of credit, bankers' acceptance or similar instrument; (v) all guaranties, assumptions or other obligations of such Person in respect of Indebtedness of another Person (provided that a guaranty by a CHI Credit Group member of the Indebtedness of another CHI Credit Group member shall not be considered "Indebtedness" for purposes of this Agreement, and provided further that the failure to pay any guarantee as a result of any set-off, recoupment, counterclaim or other successful defense by such Person shall not constitute a failure to pay Indebtedness for purposes of this Agreement); and (vi) all Indebtedness of others secured by any Lien existing on property owned by such Person, so long as such Person has assumed or become liable for the payment of such indebtedness evidenced by bonds, debentures, notes or other similar instruments; and (B) for all other purposes of this Agreement: (i) all obligations of such Person for money borrowed, whether or not represented by bonds, debentures, notes or other securities, including, without limitation, obligations arising out of overdrafts of bank accounts, but excluding trade accounts payable incurred in the ordinary course of business; (ii) all deferred indebtedness of such Person for the payment of the purchase price of property or assets purchased; (iii) all obligations of such Person under any lease which, under GAAP, is required to be capitalized for balance sheet purposes; (iv) all obligations of such Person to reimburse or repay any bank or other Person in respect of amounts paid under a letter of credit, bankers' acceptance or similar instrument; (v) all guaranties, endorsements, assumptions or other obligations of such Person in respect of, or to purchase or otherwise acquire, or otherwise assure a creditor against loss in respect of, Indebtedness of another Person (provided that a guaranty by a CHI Credit Group member of the Indebtedness of another CHI Credit Group member shall not be considered "Indebtedness" for purposes of this Agreement); and (vi) all Indebtedness of others secured by any Lien existing on property owned by such Person, whether or not the obligations secured thereby shall have been assumed by the Person granting the Lien.

2.4 the definition of "Maturity Date" set forth in Section 1.01 of the Agreement is hereby amended in its entirety and the following is inserted in lieu thereof:

"Maturity Date" shall mean March 30, 2011.

2.5 Section 1.01 of the Agreement is hereby amended to insert the following definitions in the appropriate alphabetical order:

"Bankruptcy Code" shall mean the federal Bankruptcy Code of 1978, as it may be amended from time to time (Title 11 of the United States Code), and any successor statute thereto.

"Material Subsidiary" shall mean any member of the CHI Reporting Group whose total revenues, determined on the basis of the most recent annual information of the Borrower delivered to the Lender pursuant to Section 5.01(j) hereof, accounts for fifty percent (50%) or more of the combined total revenues of the CHI Reporting Group, or an aggregation or combination of members of the CHI Reporting Group, whose total revenues, determined on the basis of the most recent annual information of the Borrower delivered to the Lender pursuant to Section 5.01(j) hereof, accounts for fifty percent (50%) or more of the combined total revenues of the CHI Reporting Group.

"Parity Indebtedness" shall mean Indebtedness which is secured on a parity basis with, or is senior to, the Note.

"Security" shall mean the general obligation of the Members of the Obligated Group to make all payments on the Obligations (as defined in the Capital Obligation Document) pursuant to the Capital Obligation Document.

2.6 Section 4.02(b) of the Agreement is hereby amended in its entirety and the following is inserted in lieu thereof:

(b) At the time of making such Loan, no Immediate Termination Event or Suspension Event shall have occurred and be continuing.

2.7 Section 5.01 of the Agreement is hereby amended to insert the following subsection (j) immediately following subsection (i) contained therein:

(j) Annual Revenue and Assets Schedule. As soon as practicable, and in any event within 150 days after the close of each fiscal year of the Borrower, a schedule reflecting the total revenues and total assets of each of the Borrower and each member of the CHI Reporting Group and the combined total revenues and total assets of the CHI Reporting Group for such fiscal year, all in reasonable detail and certified by the Chief Financial Officer of the Borrower as presenting fairly, in accordance with GAAP applied on a basis consistent with that of the prior fiscal year, the total revenues and total assets of the Borrower and each such member of the CHI Reporting Group and the combined total revenues and total assets of the CHI Reporting Group.

2.8 Section 5.13 of the Agreement is hereby amended to insert the following paragraphs immediately after the paragraph set forth therein:



Any financial covenants or any security-related covenants greater than those granted to the Lender hereunder set forth in any credit agreement, insurance agreement, supplemental indenture or other facility to which the Borrower is a party and which is on a parity basis pursuant to the Capital Obligation Document, whether now in effect or entered into by the Borrower after the date hereof, as well as related defined terms contained in such sources, respectively, are hereby incorporated by reference (all of the foregoing are collectively referred to herein as the "Incorporated Provisions") in this Section 5.13 for the benefit of the Lender with the same effect as if each and every such Incorporated Provision were set forth in this Section 5.13 in its entirety. The Borrower will perform and comply with each and every Incorporated Provision incorporated herein. If requested by the Lender, the Borrower further covenants to promptly execute and deliver, at the Lender's expense, an amendment to this Agreement in form and substance satisfactory to the Lender evidencing the amendment of this Agreement to include such Incorporated Provisions, provided that the execution and delivery of such amendment shall not be a precondition to the effectiveness of such amendment as provided for in this Section 5.13, but shall merely be for the convenience of the parties hereto; and provided further that in the event such amendment is completed in connection with any extension of the Maturity Date of this Agreement, such amendment may be at the expense of the Borrower as such payment may be negotiated between the parties.

Any events of default greater than those granted to the Bank hereunder which are set forth in any liquidity facility or self-liquidity back-up facility to which the Borrower is a party, which facility is on a parity basis pursuant to the Capital Obligation Document and with respect to which a Rating Agency has assigned its highest short-term credit rating with respect to the bonds or other indebtedness supported, directly or indirectly thereby, and which facility is entered into by the Borrower after the date hereof, and which events of default permit the bank or other institution party thereto to automatically, and without prior notice, terminate or suspend its obligation thereunder to purchase bonds or make advances to purchase bonds of the Borrower, as well as related defined terms contained in such sources, respectively, are hereby incorporated by reference (all of the foregoing are collectively referred to herein as the "Incorporated Events of Default") in this Section 5.13(c) for the benefit of the Bank with the same effect as if each and every such Incorporated Events of Default were set forth in this Section 5.13(c) in its entirety; provided that no incorporation of any Incorporated Events of Default shall occur until such time as Standard & Poor's, Moody's and Fitch, if then rating the Borrower's variable rate bonds, have each confirmed in writing that such incorporation shall not cause the lowering, withdrawal or suspension of any short-term credit ratings then existing on the Borrower's variable rate bonds. Upon entering into such liquidity

facility or self-liquidity back-up facility, the Borrower at its expense, within thirty (30) days following the effective date of such facility, shall obtain from the Rating Agencies then rating the Borrower's variable rate bonds, an updated short-term credit rating for the Bonds after taking into effect the Incorporated Events of Default. If requested by the Bank, the Borrower further covenants to promptly execute and deliver at the Lender's expense an amendment to this Agreement in form and substance satisfactory to the Bank evidencing the amendment of this Agreement to include such Incorporated Events of Default, provided that the execution and delivery of such amendment shall not be a precondition to the effectiveness of such amendment as provided for in this Section 5.13(c), but shall merely be for the convenience of the parties hereto, and provided further that in the event such amendment is completed in connection with any extension of the Maturity Date of this Agreement, such amendment may be at the expense of the Borrower as such payment may be negotiated between the parties. No amendment to such Incorporated Events of Default made pursuant to any of the Related Documents or otherwise shall be effective to amend such Incorporated Events of Default hereunder without the prior written consent of the Bank and such Incorporated Events of Default shall remain in full force, except to the extent modified, amended or waived by the Bank, whether or not the respective document containing such Incorporated Events of Default remains in effect, whether or not the original beneficiary of such Incorporated Events of Default continues to be a creditor of the Borrower or whether such original beneficiary has otherwise lost its rights to enforce such Incorporated Events of Default.

2.9 Section 7.01 of the Agreement is hereby amended in its entirety and the following is inserted in lieu thereof:

7.01 Events of Default. An Event of Default shall mean the occurrence or existence of one or more of the following events or conditions (for any reason, whether voluntary, involuntary or effected or required by Law):

(a) The Borrower shall fail to pay when due the principal of or interest on any Loan (other than any accelerated payments due under such Loan).

(b) The Borrower shall fail to pay when due any fee, indemnity, expense or other Obligation owing to the Lender pursuant to this Agreement (other than as provided in paragraph (a) above).

(c) Any representation or warranty made or deemed made by the Borrower in or pursuant to or in connection with this Agreement or any other Loan Document, or any statement made by in any financial statement, certificate, report, exhibit or document furnished pursuant to or

in connection with this Agreement or any other Loan Document, shall prove to have been false or misleading in any material respect as of the time when made or deemed made.

(d) The Borrower shall default in the performance or observance of any of the covenants contained in Section 5.01(i)(i), Section 5.03, Section 5.04, Section 5.05 or Article VI.

(e) The Borrower shall default in the performance or observance of any of the covenants contained in this Agreement (other than as elsewhere specifically addressed in another paragraph of this Section 7.01) which breach remains uncured for a period which is the earlier of (A) thirty (30) days after the occurrence thereof or (B) twenty (20) days after written notice to Borrower from the Lender.

(f) (i) The Borrower or any Material Subsidiary shall fail to pay when due any principal of or premium, if any, or interest on any Parity Indebtedness, or (ii) the Borrower or any other member of the CHI Reporting Group (other than a Designated Affiliate) shall fail to pay when due any principal of or premium, if any, or interest on any Indebtedness of the Borrower which is outstanding in an amount of \$15,000,000 or more (other than Indebtedness of the Borrower under this Agreement and Indebtedness of the Borrower which is by its terms subordinated to the "Obligations" of the Borrower under and as defined in the Capital Obligation Document).

(g) One or more final, non-appealable judgments in respect to the payment of money shall have been entered against the Borrower or any Material Subsidiary, which judgment or judgments exceed \$15,000,000 in the aggregate, and such judgment or judgments shall have remained undischarged, unbonded and unstayed for a period of sixty (60) consecutive days.

(h) An officer of the Borrower shall state in writing, or any court shall rule pursuant to a final judgment or order, or any other Governmental Authority having jurisdiction shall find or rule, that any Loan Document or term or provision thereof relating to the payment of principal or interest on the Loans or with respect to the Security shall cease to be in full force and effect (except in accordance with the express terms of such Loan Document) against the Borrower, or an officer of the Borrower shall repudiate that the Borrower has any or further liability under this Agreement or any Loan Document or any material provision hereof or thereof with respect to the payment of principal or interest on the Loans or with respect to the Security therefor, or any court shall have ruled pursuant to a final judgment or order, or any other Governmental Authority having jurisdiction shall find or rule, that any Loan Document or any term or provision thereof relating to the payment of principal or

interest on the Loans or the Security is not valid or binding on the Borrower.

(i) A proceeding shall have been instituted in respect of the Borrower or any Material Subsidiary:

(i) seeking to have an order for relief entered in respect of such Person, or seeking a declaration or entailing a finding that such Person is insolvent or a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to such Person, its assets or its debts under any Law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar Law now or hereafter in effect, or

(ii) seeking appointment of a receiver, trustee, liquidator, assignee, sequestrator or other custodian for such Person or for all or any substantial part of its property,

and such proceeding shall result in the entry, making or grant of any such order for relief, declaration, finding, relief or appointment, or such proceeding shall remain undismissed and unstayed for a period of sixty consecutive days.

(j) The Borrower or any Material Subsidiary shall become insolvent within the meaning of Section 101(32) of the Bankruptcy Code; shall state in writing that it is or will be unable to pay, its debts as they become due; shall make a general assignment for the benefit of creditors; shall institute (or fail to controvert within 60 days) a proceeding described in Section 7.01(i)(i), or (whether or not any such proceeding has been instituted) shall consent to or acquiesce in any such order for relief, declaration, finding or relief described therein; shall institute (or fail to controvert within 60 days) a proceeding described in Section 7.01(i)(ii), or (whether or not any such proceeding has been instituted) shall consent to or acquiesce in any such appointment or to the taking of possession by any such custodian of all or any substantial part of its property; shall dissolve, wind up, revoke or forfeit its charter or liquidate itself or any substantial part of its property; or shall take any action in furtherance of any of the foregoing.

(k) The Lender shall have determined that a change in the business, operation, assets or condition (financial or otherwise) or prospects of the Borrower and all other members of the CHI Reporting Group, taken as a whole, has occurred that has resulted in a Material Adverse Effect.

(l) The Borrower's Ratings shall be withdrawn or suspended for any credit-related reason by Moody's, Standard & Poor's and Fitch or reduced below a rating of "Baa3" by Moody's, "BBB-" by Standard and Poor's, and "BBB-" by Fitch (other than any such withdrawal which results from the payment, redemption or defeasance of the applicable Relevant Indebtedness).

(m) The Borrower's Ratings shall be withdrawn, suspended or reduced below a rating of "Baa1" by Moody's, "BBB+" by Standard and Poor's or "BBB+" by Fitch (other than any such withdrawal which results from the payment, redemption or defeasance of the applicable Relevant Indebtedness).

(n) Any "Event of Default" under and as defined in the Capital Obligation Document shall have occurred and be continuing.

(o) A Pension-Related Event occurs; provided, however, that with respect to any Plan that is a Multiemployer Plan, such event or condition shall not be an Event of Default unless the withdrawal liability or the past due obligation to make contributions of the Borrower or any Controlled Group Member to such Plan or the PBGC in connection with such event or condition exceeds \$15,000,000.

(p) A proceeding shall have been instituted in respect of the Borrower or any Subsidiary whose total revenues or assets exceed 35% of the combined total revenues or assets of the CHI Reporting Group, determined on the basis of the most recent annual information of the Borrower delivered to the Bank pursuant to Section 5.01(j) hereof:

(i) seeking to have an order for relief entered in respect of such Person, or seeking a declaration or entailing a finding that such Person is insolvent or a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to such Person, its assets or its debts under any Law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar Law now or hereafter in effect, or

(ii) seeking appointment of a receiver, trustee, liquidator, assignee, sequestrator or other custodian for such Person or for all or any substantial part of its property,

and such proceeding shall result in the entry, making or grant of any such order for relief, declaration, finding, relief or appointment, or such proceeding shall remain undismissed and unstayed for a period of sixty (60) consecutive days.

(q) One or more final, non-appealable judgments in respect to the payment of money shall have been entered against any member of the CHI Reporting Group (other than the Borrower or any Material Subsidiary), which judgment or judgments, exceed \$15,000,000 in the aggregate, and such judgment or judgments shall have remained undischarged, unbonded and unstayed for a period of sixty (60) consecutive days.

(r) The Borrower or any Subsidiary whose total revenues or assets exceed 35% of the combined total revenues or assets of the CHI Reporting Group, determined on the basis of the most recent annual information of the Borrower delivered to the Bank pursuant to Section 5.01(j) hereof shall become insolvent within the meaning of Section 101(32) of the Bankruptcy Code; shall state in writing that it is or will be unable to pay, its debts as they become due; shall make a general assignment for the benefit of creditors; shall institute (or fail to controvert within 60 days) a proceeding described in Section 7.01(i)(i), or (whether or not any such proceeding has been instituted) shall consent to or acquiesce in any such order for relief, declaration, finding or relief described therein; shall institute (or fail to controvert within 60 days) a proceeding described in Section 7.01(i)(ii), or (whether or not any such proceeding has been instituted) shall consent to or acquiesce in any such appointment or to the taking of possession by any such custodian of all or any substantial part of its property; shall dissolve, wind up, revoke or forfeit its charter or liquidate itself or any substantial part of its property; or shall take any action in furtherance of any of the foregoing.

2.8 Section 7.02 of the Agreement is hereby amended in its entirety and the following is inserted in lieu thereof:

7.02 Consequences of an Event of Default.

(a) In the case of any Event of Default as specified in subsections (a), (f)(i), (g), (h), (i), (j) or (l) of Section 7.01 (each an "Immediate Termination Event"), the Commitment and the obligation of the Lender to make Loans shall immediately terminate without notice or demand to any Person and, thereafter, the Lender shall be under no obligation to make Loans. Promptly upon the occurrence of such Event of Default, the Lender shall give written notice of the same to the Borrower; provided, that the Lender shall not incur liability or responsibility whatsoever by reason of the Lender's failure to give such notice and such failure shall in no way affect the termination of the Commitment and of the Lender's obligation to make Loans pursuant to this Agreement. The Borrower shall notify the Rating Agencies of the termination of the Commitment and the obligation of the Lender to make Loans. In addition to the foregoing, upon the occurrence of an Immediate Termination Event, the Lender may, by notice to the Borrower, declare the unpaid principal

amount of the Loans, interest accrued thereon and all other Obligations to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby waived, and an action therefor shall immediately accrue; provided if an Event of Default specified in subsection (i) or (j) of Section 7.01 shall occur or exist, then, in addition to all other rights and remedies which the Lender may have hereunder or under any other Loan Document, at law, in equity or otherwise, the unpaid principal amount of the Loans, interest accrued thereon and all other Obligations shall become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby waived, and an action therefor shall immediately accrue.

(b) In the case of an Event of Default specified in subsections (b), (c), (d), (e), (f)(ii), (k), (m), (n), (o), (p), (q) or (r) of Section 7.01, the Lender may give written notice of such Event of Default and termination of this Agreement (a "Notice of Termination") to the Borrower. The Borrower shall promptly notify the Rating Agencies of any Notice of Termination received by the Borrower. The obligation of the Lender to make Loans shall terminate on the 30th day (or if such day is not a Business Day, the next following Business Day, but, in either case, a "Notice of Termination Date") after such Notice of Termination is received by the Borrower and, on such date, the Commitment shall terminate and the Lender shall be under no obligation hereunder to make Loans to the Borrower.

(c) In the case of a Potential Default specified in subsection (i) of Section 7.01 (a "Suspension Event"), the obligation of the Lender to make Loans to the Borrower pursuant to this Agreement shall be immediately and automatically suspended without notice from the time of the occurrence of such Potential Default; *provided, however*, that if the Potential Default which gave rise to such suspension is cured or ceased to be continuing, then the Lender's obligations under this Agreement shall be automatically reinstated and the terms of this Agreement will continue in full force and effect (unless this Agreement shall have otherwise expired or been terminated in accordance with its terms) as if there had been no such suspension. In connection with any Suspension Event, the Borrower shall promptly notify the Rating Agencies of any suspension of the obligations of the Lender to make Loans as a result of the occurrence of such Suspension Event.

(d) Upon the occurrence of any Event of Default, the Lender shall have all remedies provided at law or equity, including, without limitation, the rights provided under the Loan Documents; provided that the Lender agrees to make Loans on the terms and conditions of this Agreement notwithstanding the occurrence of an Event of Default or Potential Default which does not suspend or terminate its respective obligation to make Loans under subsections (a), (b) or (c) above.

(e) The remedies provided in this Section 7.02 are not exclusive. The Lender hereby reserves the right and shall have the right to pursue any other available remedies, whether provided by law, in equity, the Loan Documents or this Agreement.

3. Representations and Warranties. To induce the Lender to enter into this Amendment, the Borrower represents and warrants as follows:

3.1 Incorporation of Representations and Warranties from Agreement. The representations and warranties of the Borrower contained in the Agreement are true and correct in all material respects at and as of the Amendment Effective Date.

3.2 Absence of Default. After giving effect to this Amendment, no Potential Default or Event of Default will exist or will be continuing.

3.3 Power and Authority. The Borrower has the requisite corporate power and authority to execute, deliver and perform the terms and provisions of this Amendment and the Agreement as amended hereby, and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Amendment and the Agreement as amended hereby.

3.4 Binding Obligation. This Amendment has been duly executed and delivered by the Borrower, and constitutes the legal, valid and binding obligation of the Borrower enforceable against it in accordance with its terms, except as the enforcement thereof may be subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity (regardless of whether enforcement is sought in equity or at law).

4. Effective Date. This Amendment shall become effective as of March 31, 2010 (the "Amendment Effective Date"), so long as:

4.1 each of the Borrower and the Lender shall have duly executed and delivered this Amendment, and an execution copy thereof shall have been delivered to the Lender, and

4.2 all other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Lender (and the execution and delivery hereof by the Lender shall constitute conclusive evidence that all such legal matters have been completed to the satisfaction of the Lender).

5. Full Force and Effect. Except as amended by this Amendment, the Agreement shall continue in full force and effect. The parties hereby acknowledge and agree that any term or provision of any of the Related Documents that refers to the Agreement shall be deemed to refer to the Agreement, as amended by this Amendment.



6. Effect Limited. The amendments set forth above shall be limited precisely as written and shall not be deemed to be amendments to any other transaction or of any other term or condition of the Agreement or any of the Related Documents.


7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement.

8. Governing Law. THE PROVISIONS OF SECTIONS 8.10 AND 8.11 OF THE AGREEMENT SHALL APPLY TO THIS AMENDMENT IN THE SAME MANNER AS THEY BY THEIR RESPECTIVE TERMS APPLY TO THE AGREEMENT.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

CATHOLIC HEALTH INITIATIVES, as Borrower

By:   
Title: Vice President, Treasury Services

THE NORTHERN TRUST COMPANY, as Lender

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

CATHOLIC HEALTH INITIATIVES, as Borrower

By: \_\_\_\_\_  
Title: Vice President, Treasury Services

THE NORTHERN TRUST COMPANY, as Lender

By: \_\_\_\_\_  
Title: 2ND VICE PRESIDENT

**SECOND AMENDMENT TO CREDIT AGREEMENT**

**THIS SECOND AMENDMENT TO CREDIT AGREEMENT** (this "Amendment") is entered into as of this 30<sup>th</sup> day of March, 2011, between CATHOLIC HEALTH INITIATIVES, a Colorado nonprofit corporation (the "Borrower"), and THE NORTHERN TRUST COMPANY, as Lender (the "Lender").

**RECITALS:**

A. The Lender and the Borrower are parties to a Credit Agreement dated as of January 26, 2009 (as amended prior to the date hereof, the "Agreement") pursuant to which the Lender has agreed to make Loans (as defined in the Agreement) to the Borrower from time to time; and

B. The Borrower and the Lender wish to amend certain provisions of the Agreement on the terms and conditions set forth below.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

1. Definitions. Unless otherwise specified herein, all capitalized terms used herein shall have the meanings specified in the Agreement.

2. Amendments to the Agreement. Effective as of the Amendment Effective Date in accordance with Section 4 hereof:

2.1 the definition of "Applicable Fee Rate" set forth in Section 1.01 of the Agreement is hereby amended in its entirety and the following is inserted in lieu thereof:

"Applicable Fee Rate" shall mean [REDACTED] ( [REDACTED] ) per annum; provided that in the event the Borrower shall maintain with the Lender non-credit business which generates [REDACTED] or more in revenue for the Lender on a rolling 12-month basis, tested as of each June 30 (commencing June 30, 2012), as reasonably determined by the Lender, "Applicable Fee Rate" shall mean [REDACTED] ( [REDACTED] ) per annum for the 12-month period succeeding such testing date (but only so long as such threshold shall be met as of such testing date).

2.2 the definition of "Maturity Date" set forth in Section 1.01 of the Agreement is hereby amended in its entirety and the following is inserted in lieu thereof:

"Maturity Date" shall mean March 30, 2014.

3. Representations and Warranties. To induce the Lender to enter into this Amendment, the Borrower represents and warrants as follows:

3.1 Incorporation of Representations and Warranties from Agreement. The representations and warranties of the Borrower contained in the Agreement are true and correct in all material respects at and as of the Amendment Effective Date.

3.2 Absence of Default. After giving effect to this Amendment, no Potential Default or Event of Default will exist or will be continuing.

3.3 Power and Authority. The Borrower has the requisite corporate power and authority to execute, deliver and perform the terms and provisions of this Amendment and the Agreement as amended hereby, and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Amendment and the Agreement as amended hereby.

3.4 Binding Obligation. This Amendment has been duly executed and delivered by the Borrower, and constitutes the legal, valid and binding obligation of the Borrower enforceable against it in accordance with its terms, except as the enforcement thereof may be subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity (regardless of whether enforcement is sought in equity or at law).

4. Effective Date. This Amendment shall become effective as of March 30, 2011 (the "Amendment Effective Date"), so long as:

4.1 each of the Borrower and the Lender shall have duly executed and delivered this Amendment, and an execution copy thereof shall have been delivered to the Lender, and

4.2 all other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Lender (and the execution and delivery hereof by the Lender shall constitute conclusive evidence that all such legal matters have been completed to the satisfaction of the Lender).

5. Full Force and Effect. Except as amended by this Amendment, the Agreement shall continue in full force and effect. The parties hereby acknowledge and agree that any term or provision of any of the Related Documents that refers to the Agreement shall be deemed to refer to the Agreement, as amended by this Amendment. Not in limitation of the foregoing, the Borrower specifically reaffirms its obligations under the Capital Obligation as applicable to the Agreement as amended hereby.

6. Effect Limited. The amendments set forth above shall be limited precisely as written and shall not be deemed to be amendments to any other transaction or of any other term or condition of the Agreement or any of the Related Documents.



7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement.

8. Governing Law. THE PROVISIONS OF SECTIONS 8.10 AND 8.11 OF THE AGREEMENT SHALL APPLY TO THIS AMENDMENT IN THE SAME MANNER AS THEY BY THEIR RESPECTIVE TERMS APPLY TO THE AGREEMENT.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

CATHOLIC HEALTH INITIATIVES, as Borrower

By:   
Name:   
Title: Vice President, Treasury Services

THE NORTHERN TRUST COMPANY, as Lender

By: \_\_\_\_\_  
Title: Second Vice President

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

CATHOLIC HEALTH INITIATIVES, as Borrower

By: \_\_\_\_\_  
Title: Vice President, Treasury Services

THE NORTHERN TRUST COMPANY, as Lender

By: \_\_\_\_\_  
Title: Second Vice President