

Loan Agreement



THIS LOAN AGREEMENT (the "Agreement"), is entered into as of August 31, 2009, between CATHOLIC HEALTH INITIATIVES (the "Borrower"), with an address at [REDACTED] and PNC BANK, NATIONAL ASSOCIATION (the "Bank"), with an address at [REDACTED]

The Borrower and the Bank, with the intent to be legally bound, agree as follows:

1. **Loan.** The Bank has made or may make one or more loans (collectively, the "Loan") to the Borrower subject to the terms and conditions and in reliance upon the representations and warranties of the Borrower set forth in this Agreement. The Loan is or will be evidenced by a promissory note or notes of the Borrower and all renewals, extensions, amendments and restatements thereof (if one or more, collectively, the "Note") acceptable to the Bank, which shall set forth the interest rate, repayment and other provisions, the terms of which are incorporated into this Agreement by reference. The Loan governed by this Agreement shall include the following:

1.1. **Committed Line of Credit.** A committed revolving line of credit under which the Borrower may request and the Bank, subject to the terms and conditions of this Agreement, will make advances to the Borrower from time to time until the Expiration Date in an amount in the aggregate at any time outstanding not to exceed \$125,000,000 (the "Line of Credit"). The "Expiration Date" means August 29, 2010, or such later date as may be designated by the Bank by written notice from the Bank to the Borrower. Advances under the Line of Credit shall be used to pay failed remarketings of commercial paper, the proceeds of which commercial paper may be used by the members of the CHI Credit Group (as defined in the Capital Obligation Document dated as of November 1, 1997, between the Borrower and the Capital Obligation Trustee (as hereinafter defined) (as amended or supplemented from time to time, the "Capital Obligation Document"))).

1.1.1. The obligation of the Borrower to repay advances under the Line of Credit shall be evidenced by a promissory note (the "Line of Credit Note") substantially in the form attached hereto as Exhibit A.

1.1.2. Interest on the unpaid balance of the Line of Credit advances will be charged at the rates, and be payable on the dates and times, set forth in the Line of Credit Note.

1.1.3. Beginning on the first day of the quarter after the date of the Line of Credit Note and continuing on the first day of each quarter thereafter until the Expiration Date, the Borrower shall pay a commitment fee to the Bank, in arrears, at the rate of [REDACTED] per annum on the average daily balance of the Line of Credit which is undisbursed and uncanceled during the preceding quarter. The commitment fee shall be computed on the basis of a year of 360 days and paid on the actual number of days elapsed.

2. **Security.** The security for repayment of the Loan shall include but not be limited to the collateral, guaranties and other documents heretofore, contemporaneously or hereafter executed and delivered to the Bank (the "Security Documents"), which shall secure repayment of the Loan, the Note and all other loans, advances, debts, liabilities, obligations, covenants and duties owing by the Borrower hereunder and under the Note to the Bank or to any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., of any kind or nature, present or future (including any interest accruing

thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect, absolute or contingent, joint or several, due or to become due, now existing or hereafter arising; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Bank incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses (hereinafter referred to collectively as the "**Obligations**").

This Agreement, the Note, the Security Documents, the Capital Obligation Document and all agreements and documents executed and/or delivered pursuant hereto, as each may be amended, modified, extended or renewed from time to time, are collectively referred to as the "**Loan Documents.**" Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Documents.

3. Representations and Warranties. The Borrower hereby makes the following representations and warranties, which shall be continuing in nature and remain in full force and effect until the Obligations are paid in full, and which shall be true and correct except as otherwise set forth on the Addendum attached hereto and incorporated herein by reference (the "**Addendum**"):

3.1. Existence, Power and Authority. The Borrower is duly organized, validly existing and in good standing under the laws of the State of its incorporation or organization and has the power and authority to own and operate its assets and to conduct its business as now or proposed to be carried on, and is duly qualified, licensed and in good standing to do business in all jurisdictions where its ownership of property or the nature of its business requires such qualification or licensing. The Borrower is duly authorized to execute and deliver the Loan Documents, all necessary action to authorize the execution and delivery of the Loan Documents has been properly taken, and the Borrower is and will continue to be duly authorized to borrow under this Agreement and to perform all of the other terms and provisions of the Loan Documents.

3.2. Financial Statements. The Borrower has delivered or caused to be delivered to the Bank its most recent balance sheet, income statement and statement of cash flows (the "**Historical Financial Statements**"). The Historical Financial Statements are true, complete and accurate in all material respects and fairly present the financial condition, assets and liabilities, whether accrued, absolute, contingent or otherwise and the results of the Borrower's operations for the period specified therein. The Historical Financial Statements have been prepared in accordance with generally accepted accounting principles ("**GAAP**") consistently applied from period to period, subject in the case of interim statements to normal year-end adjustments.

3.3. No Material Adverse Change. Since the date of the most recent Financial Statements (as hereinafter defined), the Borrower has not suffered any damage, destruction or loss, and no event or condition has occurred or exists, which has resulted or could result in a material adverse change in its business, assets, operations, condition (financial or otherwise) or results of operation.

3.4. Binding Obligations. The Borrower has full power and authority to enter into the transactions provided for in this Agreement and has been duly authorized to do so by appropriate action of its Board of Stewardship Trustees; and the Loan Documents, when executed and delivered by the Borrower, will constitute the legal, valid and binding obligations of the Borrower enforceable in accordance with their terms.

3.5. No Defaults or Violations. There does not exist any Event of Default under this Agreement or any default or violation by the Borrower of or under any of the terms, conditions or

obligations of: (i) the Capital Obligation Document, (ii) its articles of incorporation or bylaws; (iii) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement, or other instrument to which it is a party or by which it is bound, which default or violation could have a material adverse effect on the business, assets, operations, condition (financial or otherwise) or results of operations of the Borrower; or (iv) any law, ordinance, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon it by any law, the action of any court or any governmental authority or agency, which default or violation could have a material adverse effect on the business, assets, operations, condition (financial or otherwise) or results of operations of the Borrower; and the consummation of this Agreement and the transactions set forth herein will not result in any such default or violation or Event of Default.

3.6. Title to Assets. The Borrower has good and marketable title to the assets reflected on the most recent Financial Statements, free and clear of all liens and encumbrances, except for (i) current taxes and assessments not yet due and payable, (ii) assets disposed of by the Borrower in the ordinary course of business since the date of the most recent Financial Statements, (iii) Permitted Encumbrances (as defined in the Capital Obligation Document), and (iv) those material liens or encumbrances, if any, specified on the Addendum.

3.7. Litigation. There are no actions, suits, proceedings or governmental investigations pending or, to the knowledge of the Borrower, threatened against the Borrower, which could result in a material adverse change in its business, assets, operations, condition (financial or otherwise) or results of operations and there is no basis known to the Borrower for any action, suit, proceeding or investigation which could result in such a material adverse change.

3.8. Tax Status. The Borrower (a) is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (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. The Borrower has filed all tax returns and reports that are required by law to be filed by it in connection with any tax, duty or charge levied, assessed or imposed upon it or its property or withheld by it, including income, unemployment, social security and similar taxes, and all of such taxes have been either paid or adequate reserve or other provision has been made therefor.

3.9. Employee Benefit Plans. Each "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974 (as amended from time to time, "ERISA"), previously established or presently maintained by the Borrower or a Controlled Group Member (as defined in ERISA) 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, including minimum funding requirements, and, with respect to such ERISA Plans, (i) no Prohibited Transaction (as defined under ERISA) has occurred with respect to any such ERISA Plan, (ii) no Reportable Event (as defined under Section 4043 of ERISA) has occurred with respect to any such ERISA Plan which would cause the Pension Benefit Guaranty Corporation to institute proceedings under Section 4042 of ERISA. Neither the Borrower nor any Controlled Group Member has ever had any Pension-Related Event or Plan Termination Event.

3.10. Environmental Matters. The Borrower is in compliance, in all material respects, with all Environmental Laws (as hereinafter defined), including, without limitation, all Environmental Laws in jurisdictions in which the Borrower owns or operates, or has owned or operated, a facility or site, stores Collateral, arranges or has arranged for disposal or treatment of hazardous substances, solid waste or other waste, accepts or has accepted for transport any hazardous substances, solid waste or other wastes or holds or has held any interest in real property or otherwise. Except as otherwise disclosed on the Addendum, no litigation or proceeding arising under, relating to or in connection with any Environmental Law is pending or, to the best of the Borrower's knowledge, threatened against the Borrower, any real property which the Borrower holds or has held an interest or any past or present operation of the Borrower. No release, threatened release or disposal of hazardous waste, solid waste or other wastes is occurring, or to the best of the Borrower's knowledge has occurred, on, under or to any real property in which the Borrower holds or has held any interest or performs or has performed any of its operations, in violation of any Environmental Law. As used in this Section, "**litigation or proceeding**" means any demand, claim notice, suit, suit in equity, action, administrative action, investigation or inquiry whether brought by a governmental authority or other person, and "**Environmental Laws**" means all provisions of laws, statutes, ordinances, rules, regulations, permits, licenses, judgments, writs, injunctions, decrees, orders, awards and standards promulgated by any governmental authority concerning health, safety and protection of, or regulation of the discharge of substances into, the environment.

3.11. Intellectual Property. The Borrower owns or is licensed to use all patents, patent rights, trademarks, trade names, service marks, copyrights, intellectual property, technology, know-how and processes necessary for the conduct of its business as currently conducted that are material to the condition (financial or otherwise), business or operations of the Borrower.

3.12. Regulatory Matters. No part of the proceeds of the Loan will be used for "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time in effect or for any purpose which violates the provisions of the Regulations of such Board of Governors.

3.13. Solvency. As of the date hereof and after giving effect to the transactions contemplated by the Loan Documents, (i) the aggregate value of the combined assets of the CHI Credit Group will not exceed the combined liabilities of the CHI Credit Group (including contingent, subordinated, unmatured and unliquidated liabilities), (ii) the members of the CHI Credit Group will have sufficient cash flow to enable it to pay their debts as they become due, and (iii) the CHI Credit Group will not have unreasonably small capital for the business in which the members of the CHI Credit Group are engaged.

3.14. Disclosure. None of the Loan Documents contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or the Loan Documents not misleading. There is no fact known to the Borrower which materially adversely affects or, so far as the Borrower can now foresee, might materially adversely affect the business, assets, operations, condition (financial or otherwise) or results of

operation of the Borrower and which has not otherwise been fully set forth in this Agreement or in the Loan Documents or otherwise disclosed to the Bank in writing.

3.15. 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.

3.16. Subsidiaries. Other than the Participants (as defined in the Capital Obligation Document), 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.

3.17. Parity Indebtedness. The Obligations are (a) secured by the note or other obligation issued in favor of the Bank as an "Obligation" (as defined in the Capital Obligation Document) under the Capital Obligation Document which represents or secures the Obligations of the Borrower under this Agreement (together with the Supplemental Obligation Document (as defined in the Capital Obligation Document) under which such obligation is authorized and issued, the "**Capital Obligation**"), (b) are not and shall not be subordinated to other indebtedness of the Borrower that is secured by the Capital Obligation Document and (c) will be treated on a pari passu basis with all other indebtedness of the Borrower that is secured by the Capital Obligation Document.

4. Affirmative Covenants. The Borrower agrees that from the date of execution of this Agreement until all Obligations have been paid in full and any commitments of the Bank to the Borrower have been terminated, the Borrower will:

4.1. Books and Records. Maintain books and records in accordance with GAAP and give representatives of the Bank access thereto at all reasonable times, including permission to examine, copy and make abstracts from any of such books and records and such other information as the Bank may from time to time reasonably request, and the Borrower will make available to the Bank for examination copies of any reports, statements and returns which the Borrower may make to or file with any federal, state or local governmental department, bureau or agency. Notwithstanding the previous sentence, any records of the Borrower that are subject to federal and state laws respecting patient privacy need not be made available to the Bank unless the Bank has complied with all applicable provisions of such federal and state laws that affect such availability and access.

4.2. Interim Financial Statements; Certificate of No Default. Furnish the Bank within 90 days after the end of each of the first three quarters the CHI Reporting Group's Financial Statements for such period, in reasonable detail, certified by an authorized officer of the Borrower and prepared in accordance with GAAP consistently applied from period to period. As used in this Agreement, "**Financial Statements**" means the CHI Reporting Group's consolidated and, if required by the Bank in its sole discretion, consolidating balance sheets, income statements and statements of cash flows for the year, month or quarter together with year-to-date figures and comparative figures for the corresponding periods of the prior year.

4.3. Annual Financial Statements. Furnish the CHI Reporting Group's Financial Statements to the Bank within 150 days after the end of each fiscal year. Those Financial Statements will be prepared on a audited basis in accordance with GAAP by an independent certified public accountant selected by the Borrower and satisfactory to the Bank. Audited Financial Statements shall contain the unqualified opinion of an independent certified public accountant and all accountant examinations shall have been made in accordance with GAAP consistently applied from period to period.

4.4. Compliance Certificates. With each delivery of Financial Statements pursuant to Section 4.2 and 4.3, above, a certificate of the Borrower's chief financial officer as to the Borrower's compliance with the financial covenants set forth below for the period then ended and whether any Event of Default or Default (as hereinafter defined) exists, and, if so, the nature thereof and the corrective measures the Borrower proposes to take. Each certificate shall set forth the financial ratios necessary to demonstrate such compliance, and the certificate delivered pursuant to Section 4.3, above, shall set forth all detailed calculations of such financial ratios necessary to demonstrate such compliance.

4.5. Capital Obligation Information. Concurrently with each delivery to 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 (the "**Capital Obligation Trustee**"), 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, except to the extent concurrently required to be delivered to the Bank pursuant to this Agreement.

4.6. Ratings Information. Promptly after Moody's, Standard & Poor's or Fitch shall have announced a change or withdrawal in any rating established or deemed to have been established for any indebtedness secured by the Capital Obligation Document, written notice of such rating change.

4.7 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).

4.8. 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, or notification that such statement or other disclosure document has been posted either to the Borrower's web site or to a central repository included in the Nationally Registered Municipal Securities Information Repositories authorized by the Securities Exchange Commission, pertaining to indebtedness of, or for the benefit of, the Borrower or any other member of the CHI Reporting Group (as defined in the Capital Obligation Document).

4.9. Additional Reports. Provide prompt written notice to the Bank of the occurrence of any of the following (together with a description of the action which the Borrower proposes to take with respect thereto): (i) any Event of Default or any event, act or condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default (a "Default"), (ii) any litigation filed by or against the Borrower which, if decided adversely to the Borrower, could have a material adverse effect on the business, assets, operations, condition (financial or otherwise) or results of operations of the Borrower, (iii) any Reportable Event or Prohibited Transaction with respect to any Employee Benefit Plan(s) (as defined in ERISA) or (iv) any event which might result in a material adverse change in the business, assets, operations, condition (financial or otherwise) or results of operations of the Borrower.

4.10. Payment of Taxes and Other Charges. Pay and discharge when due all indebtedness and all taxes, assessments, charges, levies and other liabilities imposed upon the Borrower, its income, profits, property or business, except those which currently are being contested in good faith by

appropriate proceedings and for which the Borrower shall have set aside adequate reserves or made other adequate provision with respect thereto.

4.11. Maintenance of Existence, Operation and Assets. Do all things necessary to (i) maintain, renew and keep in full force and effect its organizational existence and all rights, permits and franchises necessary to enable it to continue its business as currently conducted; (ii) continue in operation in substantially the same manner as at present; (iii) keep its properties in good operating condition and repair; and (iv) make all necessary and proper repairs, renewals, replacements, additions and improvements thereto.

4.12. Insurance. Maintain, either through a self-insurance program and/or with financially sound and reputable insurers, insurance with respect to its property and business against such casualties and contingencies, of such types and in such amounts, as is customary for established companies engaged in the same or similar business and similarly situated.

4.13. Compliance with Laws. Comply with all laws applicable to the Borrower and to the operation of its business (including without limitation any statute, ordinance, rule or regulation relating to employment practices, pension benefits or environmental, occupational and health standards and controls), non-compliance with which could have a material adverse effect on the business, assets, operations, condition (financial or otherwise) or results of operations of the Borrower.

4.14. Financial Covenants. Comply with all of the financial and other covenants set forth on the Addendum.

4.15. 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 (the "**Incorporated Provisions**") 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 Bank and the Bank 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 Bank. All such Incorporated Provisions shall be unaffected by any amendment, modification or waiver of the Capital Obligation Document after the date of this Agreement, unless such amendment, modification or waiver is consented to in writing by the Bank. Promptly upon the occurrence of any amendment, modification, waiver or other change described in the preceding sentence, the Borrower shall provide written notice to the Bank thereof and a request for consent thereto, such notice to specifically describe such change and the reasons therefor and include a true and complete copy of any and all documents and agreements executed to evidence such change. No action, inaction or delay by the Bank (either before or after the Bank receives a notice described in the preceding sentence) shall constitute a waiver of any of the Bank's rights under this paragraph. If the Capital Obligation Document terminates or otherwise ceases to be in full force and effect at any time and for any reason, whether by voluntary termination, upon default, acceleration, at maturity or otherwise (a "**Termination**"), all of the Incorporated Provisions of the Capital Obligation Document shall survive the Termination and shall continue in full force and effect as a part of this Agreement. At any time after a Termination, the Borrower shall promptly upon the Bank's request execute and deliver to the Bank a supplement to this Agreement, which supplement will expressly incorporate into this Agreement all or any number of the Incorporated Provisions of the terminated Capital Obligation Document as the Bank in its sole discretion shall select, as such Incorporated Provisions are in effect immediately prior to the date of Termination.

4.16. 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 Bank, all such instruments and documents as in the opinion of the Bank are necessary or advisable to carry out the intent and purpose of this Agreement and the other Loan Documents.

5. Negative Covenants. The Borrower covenants and agrees that from the date of this Agreement until all Obligations have been paid in full and any commitments of the Bank to the Borrower have been terminated, except as set forth in the Addendum, the Borrower will not, without the Bank's prior written consent:

5.1. Indebtedness. Create, incur, assume or suffer to exist, or allow the CHI Credit Group to create, incur, assume or suffer to exist, any indebtedness for borrowed money if the incurrence of such additional indebtedness shall cause the Debt to Capitalization Ratio to be greater than 0.65 to 1.

5.2. Liens and Encumbrances. Except as specified in the Addendum pursuant to subsection (iii) of Section 3.6, and except for Permitted Encumbrances, create, assume, incur or permit to exist any mortgage, pledge, encumbrance, security interest, lien or charge of any kind upon any of its property, now owned or hereafter acquired, or acquire or agree to acquire any kind of property subject to any conditional sales or other title retention agreement.

5.3. Guarantees. Guarantee, endorse or become contingently liable for the obligations of any person, firm, corporation or other entity, except in connection with the endorsement and deposit of checks in the ordinary course of business for collection except as permitted by the Capital Obligation Document.

5.4. Loans or Advances. Purchase or hold beneficially any stock, other securities or evidences of indebtedness of, or make or have outstanding, any loans or advances to, or otherwise extend credit to, or make any investment or acquire any interest whatsoever in, any other person, firm, corporation or other entity, except investments disclosed on the Borrower's Historical Financial Statements or as otherwise permitted by the Capital Obligation Document.

5.5. Merger or Transfer of Assets. Liquidate or dissolve, or merge or consolidate with or into any person, firm, corporation or other entity, or sell, lease, transfer or otherwise dispose of all or any substantial part of its property, assets, operations or business, whether now owned or hereafter acquired, 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 (as defined in the Capital Obligation Document) 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 Event of Default or Default will have occurred and be continuing; (iv) the person, firm, corporation or other entity to which such disposition is made or the person, firm, corporation or other entity surviving such consolidation or merger assumes in writing, reasonably satisfactory in form and substance to the Bank, the performance of all of the obligations, covenants, agreements and conditions of this Agreement and the other Loan Documents to which the Borrower is a party; and (v) the Borrower shall have given to the Bank not less than 20 days' prior written notice of such disposition, merger or consolidation and furnished to the Bank (a) all such information concerning such disposition, consolidation or merger as the Bank 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 5.5 has been fulfilled.

5.6. Change in Business, Management or Ownership. Make or permit any change in its form of organization, the nature of its business as carried on as of the date hereof, in the composition of its current executive management, or in its equity ownership, except as permitted by the Capital Obligation Document.

5.7. Amendments. 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 Bank, the effect of such modification, amendment, supplement or waiver could be adverse to the Bank (it being understood that, in order to effectuate the provisions of this Section 5.7, the Borrower will furnish to the Bank copies or drafts of all proposed modifications, amendments, supplements and waivers with respect to the Capital Obligation Document and obtain from the Bank its reasonable judgment as to whether the effect thereof could be adverse to the Bank); provided, however, that nothing contained in this Section 5.7 shall limit, alter or modify, or be deemed to limit, alter or modify, in any respect or to any extent, the provisions of Section 4.15 of this Agreement.

5.8. Acquisitions. Make acquisitions of all or substantially all of the property or assets of any person, firm, corporation or other entity, except as permitted by the Capital Obligation Document.

6. Events of Default. The occurrence of any of the following will be deemed to be an **Event of Default** as further described in the Note:

6.1. Covenant Default. The Borrower shall default in the performance of any of the covenants or agreements contained in this Agreement.

6.2. Breach of Warranty. Any Financial Statement, representation, warranty or certificate made or furnished by the Borrower to the Bank in connection with this Agreement shall be false, incorrect or incomplete in any material respect when made.

6.3. Other Default. The occurrence of an Event of Default as defined in the Capital Obligation Document or the Note or any of the Loan Documents.

Upon the occurrence of an Event of Default, the Bank will have all rights and remedies specified in the Note and all rights and remedies (which are cumulative and not exclusive) available under applicable law or in equity.

7. Conditions. The Bank's obligation to make any advance under the Loan is subject to the conditions that as of the date of the advance:

7.1. No Event of Default. No Event of Default (as described in the Note), or event which with the passage of time, the giving of notice or both would constitute an Event of Default (as described in the Note), shall have occurred and be continuing; and

7.2. Authorization Documents. The Bank shall have received certified copies of resolutions of the Board of Stewardship Trustees, or other proof of authorization satisfactory to the Bank; and

7.3. Receipt of Loan Documents. The Bank shall have received the Loan Documents and such other instruments and documents which the Bank may reasonably request in connection with the transactions provided for in this Agreement, which may include an opinion of counsel in form and substance satisfactory to the Bank for any party executing any of the Loan Documents; and

7.4. Receipt of Capital Obligation. The Bank shall have received the Capital Obligation duly executed by the Borrower, and the Bank shall have received evidence satisfactory to the Bank that all conditions to the delivery of the Capital Obligation have been satisfied; and

7.5. Receipt of Authorizing Resolutions. The Bank shall have received certificates by the Secretary or Assistant Secretary of the Borrower dated as of the date of this Agreement as to true copies of all corporate action taken by the Borrower relative to this Agreement and the other Loan Documents, and the incumbency and signature of the respective officers of the Borrower executing this Agreement, the Capital Obligation, 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; and

7.6. Legal Opinion of Counsel to the Borrower. The Bank shall have received opinion addressed to the Bank dated on or about the date of this Agreement, by counsel to the Borrower, in form and substance satisfactory to the Bank as to such matters as the Bank (or its counsel) may reasonably request, including without limitation with respect to the Capital Obligation; and

7.7. Receipt of Fee. On the date of the Line of Credit Note, the Borrower shall pay to the Bank a fee of [REDACTED]

8. Expenses. The Borrower agrees to pay the Bank, upon the execution of this Agreement, and otherwise on demand, all costs and expenses incurred by the Bank in connection with the preparation, negotiation and delivery of this Agreement and the other Loan Documents, and any modifications thereto, and the collection of all of the Obligations, including but not limited to enforcement actions, relating to the Loan, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out of or relating to this Agreement, including reasonable fees and expenses of counsel (which may include costs of in-house counsel), expenses for auditors, appraisers and environmental consultants, lien searches, recording and filing fees and taxes.

9. Increased Costs. On written demand, together with written evidence of the justification therefor, the Borrower agrees to pay the Bank all direct costs incurred and any losses suffered or payments made by the Bank as a consequence of making the Loan by reason of any change in law or regulation, or the interpretation thereof, imposing any reserve, deposit, allocation of capital or similar requirement (including without limitation, Regulation D of the Board of Governors of the Federal Reserve System) on the Bank, its holding company or any of their respective assets.

10. Miscellaneous.

10.1. Notices: All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.

10.2. Preservation of Rights. No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity.

10.3. Illegality. If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

10.4. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Agreement will be effective unless made in a writing signed by the party to be charged, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Borrower will entitle the Borrower to any other or further notice or demand in the same, similar or other circumstance.

10.5. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

10.6. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

10.7. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Borrower and the Bank and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Borrower may not assign this Agreement in whole or in part without the Bank's prior written consent and the Bank at any time may assign this Agreement in whole or in part.

10.8. Interpretation. In this Agreement, unless the Bank and the Borrower otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise specified in this Agreement, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with GAAP. If this Agreement is executed by more than one party as Borrower, the obligations of such persons or entities will be joint and several.

10.9. No Consequential Damages, Etc. The Bank will not be responsible for any damages, consequential, incidental, special, punitive or otherwise, that may be incurred or alleged by any

person or entity, including the Borrower and any Guarantor, as a result of this Agreement, the other Loan Documents, the transactions contemplated hereby or thereby, or the use of the proceeds of the Loan.

10.10. Assignments and Participations. At any time, without any notice to the Borrower, the Bank may sell, assign, transfer, negotiate, grant participations in, or otherwise dispose of all or any part of the Bank's interest in the Loan; the Bank will use its best efforts to give notice to the Borrower of any such action within a reasonable time thereafter, however failure to give such notice will not affect the rights and obligations of the parties hereto. The Borrower hereby authorizes the Bank to provide, without any notice to the Borrower, any information concerning the Borrower, including information pertaining to the Borrower's financial condition, business operations or general creditworthiness, to any person or entity which may succeed to or participate in all or any part of the Bank's interest in the Loan.

10.11. Governing Law and Jurisdiction. This Agreement has been delivered to and accepted by the Bank and will be deemed to be made in the State where the Bank's office indicated above is located. **THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES.** The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Bank's office indicated above is located; provided that nothing contained in this Agreement will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Bank and the Borrower agree that the venue provided above is the most convenient forum for both the Bank and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

10.12. WAIVER OF JURY TRIAL. EACH OF THE BORROWER AND THE BANK IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE BORROWER AND THE BANK ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

The Borrower acknowledges that it has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

ATTEST:

CATHOLIC HEALTH INITIATIVES

[Redacted Signature]

By: [Redacted Signature]

(SEAL)

Print Name: [Redacted Name]

Print Name: [Redacted Name]

Title: Executive Assistant
(Include title only if an officer of entity signing to the right)

Title: Vice President, Treasury Services

PNC BANK, NATIONAL ASSOCIATION

By: _____
(SEAL)

Print Name: _____

Title: _____

WITNESS the due execution hereof as a document under seal, as of the date first written above.

ATTEST:

CATHOLIC HEALTH INITIATIVES

By: _____ (SEAL)
Print Name: _____
Print Name: _____
Title: _____
Title: _____
(Include title only if an officer of entity signing to the right)

PNC BANK, NATIONAL ASSOCIATION

By: _____ (SEAL)
Print Name: _____
Title: Senior Vice President

ADDENDUM to that certain Loan Agreement dated as of August 31, 2009 between Catholic Health Initiatives as the Borrower and PNC Bank, National Association, as the Bank. Capitalized terms used in this Addendum and not otherwise defined shall have the meanings given them in the Agreement. Section numbers below refer to the sections of the Agreement.

3.6 Title to Assets. Describe additional liens and encumbrances below:

No material liens or encumbrances

3.7 Litigation. Describe pending and threatened litigation, investigations, proceedings, etc. below:

No material litigation, investigations or proceedings

CONTINUATION OF ADDENDUM

FINANCIAL COVENANTS

(1) The Borrower will cause the CHI Reporting Group to maintain at all times, to be measured as of the end of each fiscal quarter, a Debt to Capitalization Ratio of not more than 0.65 to 1.

(2) The Borrower will cause the CHI Reporting Group to maintain at all times, to be measured as of the end of each fiscal year, a Debt Service Coverage Ratio of at least 1.50 to 1.

As used herein:

“Current Maturities” means, the scheduled payments of principal on all indebtedness for borrowed money having an original term of more than one year (including but not limited to amortization of capitalized lease obligations), as shown on the Borrower’s Financial Statements as of one year prior to the date of determination.

“Debt” means, with respect to the period of time for which calculated, the total outstanding balance of all senior and subordinated debt (including, but not limited to, funds borrowed from banks, insurance companies, or other financial institutions, as well as notes, bonds, or debentures), as well as all Current Maturities in the calculated period.

“Debt to Capitalization Ratio” means the ratio determined by dividing the sum of long-term senior and subordinated debt and Current Maturities by the sum of long-term senior and subordinated debt and Current Maturities and Unrestricted Net Assets.

“Debt Service Coverage Ratio” means, for any period of time, the ratio determined by dividing (i) Income Available for Debt Service for that period by (ii) Debt Service Requirements for that period.

“Debt Service Requirements” means, with respect to the period of time which calculated, the aggregate of the payments required to be made during such period in respect of principal (whether at maturity, as a result of mandatory sinking fund redemption, mandatory prepayment or otherwise) and interest on outstanding long-term Debt of each person or group of persons with respect to which calculated; provided that: (a) interest shall be excluded from the determination of the Debt Service Requirements to the extent that escrowed interest is available to pay such interest; and (b) principal of Debt shall be excluded from the determination of Debt Service Requirements to the extent that amounts are on deposit in an irrevocable escrow and such amounts (including, where appropriate, the earnings or other increment to accrue thereon) are required to be applied to pay such principal and such amounts so required to be applied are sufficient to pay such principal.

"Income Available for Debt Service" means, for any period, the excess of (a) revenues calculated under GAAP of the person or group of persons involved over (b) the aggregate of all expenses calculated under GAAP, including without limitation any taxes, incurred by the person or group of persons involved in such period, less (i) interest on long-term indebtedness, (ii) depreciation and amortization, (iii) extraordinary expenses (including without limitation losses on the sales of assets other than in the ordinary course of business and losses on the extinguishment of debt), (iv) losses resulting from any reappraisal, reevaluation or write-down of assets, and (v) any items which would be considered by the Borrower to be non-cash items of the person or group of persons involved in accordance with GAAP.

"Net Assets" means, as of any date of determination, with respect to any person or entity, such person or entity's total assets less such person or entity's total liabilities.

"Unrestricted Net Assets" means, as of any date of determination, all Net Assets of a person or entity the use of which is not temporarily or permanently restricted in any manner or to any extent.

All of the above financial covenants shall be computed and determined in accordance with GAAP applied on a consistent basis (subject to normal year-end adjustments).

ADDITIONAL COVENANTS

None

AMENDMENT

THIS AMENDMENT, dated as of March 31, 2010, between **CATHOLIC HEALTH INITIATIVES** (the "Borrower") and **PNC BANK, NATIONAL ASSOCIATION** (the "Bank").

W I T N E S S E T H:

WHEREAS, the Borrower and the Bank are parties to a Loan Agreement dated as of August 31, 2009 (the "Loan Agreement"); and

WHEREAS, the Borrower and the Bank have agreed to amend the Loan Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Loan Agreement are used herein as therein defined.

2. **Amendment to Loan Agreement.** Section 7.1 of the Loan Agreement is hereby amended and restated to read in full as follows:

"7.1 No Event of Default. No Event of Default (as described in the Note) shall have occurred and be continuing; and"

3. **Representations and Warranties.** The Borrower hereby represents and warrants to the Bank that:

(a) There exists no Event of Default under the Loan Agreement as amended hereby;

(b) The representations and warranties made by the Borrower in the Loan Agreement are true and correct in all material respects on and as of the date hereof as if made on and as of the date hereof;

(c) The execution and delivery of this Amendment, the Replacement Note and the Replacement Capital Obligation by and on behalf of the Borrower has been duly authorized by all requisite action on behalf of the Borrower and this Amendment, the Replacement Note and the Replacement Capital Obligation constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of

creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law);

(d) The execution, delivery and performance of this Amendment, the Replacement Note and the Replacement Capital Obligation will not violate any applicable provision of law or judgment, order or regulation of any court or of any public or governmental agency or authority nor conflict with or constitute a breach of or a default under any instrument to which the Borrower is a party or by which the Borrower or any of its properties is bound; and

(e) No approval, consent or authorization of, or registration, declaration or filing with, any governmental or public body or authority, or any trustee or holder of any indebtedness, is required in connection with the valid execution, delivery and performance by the Borrower of this Amendment, the Replacement Note and the Replacement Capital Obligation, except such as have been obtained.

4. **Conditions Precedent.** The effectiveness of the amendments set forth herein is subject to the fulfillment, to the satisfaction of the Bank and its counsel, of the following conditions precedent:

(a) The Borrower shall have delivered to the Bank the following, all of which shall be in form and substance satisfactory to the Bank and shall be duly completed and executed:

(i) this Amendment;

(ii) an Amended and Restated Committed Line of Credit Note in the form of Exhibit "A" attached hereto (the "Replacement Note") issued by the Borrower to the Bank in the principal amount of \$125,000,000 in substitution for the existing Committed Line of Credit Note dated August 31, 2009 previously delivered by the Borrower to the Bank;

(iii) a replacement Capital Obligation (the "Replacement Capital Obligation") issued by the Borrower to the Bank in the principal amount of \$125,000,000 in substitution for the existing Capital Obligation No. 207 previously delivered by the Borrower to the Bank;

(iv) Copies, certified by the Secretary or an Assistant Secretary of the Borrower, of resolutions of the Board of Directors of the Borrower in effect on the date hereof authorizing the execution, delivery and performance of this Amendment, the Replacement Note, the Replacement Capital Obligation and the other documents and transactions contemplated hereby;

(v) Copies, certified by one of its officers, of the articles or certificate of incorporation and By-laws of the Borrower as in effect, or a certificate stating that there have been no changes to any such documents since the most recent date true and correct copies thereof were delivered to the Bank;

(vi) Opinions of counsel to the Borrower in respect of this Amendment, the Replacement Note and the Replacement Capital Obligation; and

(vii) such additional documents, certificates and information as the Bank may otherwise reasonably request.

(b) The representations and warranties set forth in the Loan Agreement shall be true and correct on and as of the date hereof.

(c) No Event of Default shall have occurred and be continuing as of the date hereof after giving effect to this Amendment.

5. **Ratification; References; No Waiver.** Except as expressly amended by this Amendment, the Loan Agreement shall continue to be, and shall remain, unaltered and in full force and effect in accordance with its terms. All references in the Loan Agreement to “this Agreement,” “hereof,” “hereto” and “hereunder” shall be deemed to be references to the Loan Agreement as amended hereby, and all references in any of the Loan Documents to the Loan Agreement, the Note or the Capital Obligation shall be deemed to be to the Loan Agreement as amended hereby and to the Replacement Note and the Replacement Capital Obligation, as the case may be. This Amendment does not and shall not be deemed to constitute a waiver by the Bank of any Event of Default or of any of the Bank’s other rights or remedies.

6. **Miscellaneous.**

(a) **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(b) **Successor and Assigns.** The terms and provisions of this Amendment shall be binding upon and shall inure to the benefit of the Borrower and the Bank and their respective successors and assigns.

(c) **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

(d) **Headings.** The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(e) **Modifications.** No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

CATHOLIC HEALTH INITIATIVES

By: 

Vice President, Treasury Services

**PNC BANK, NATIONAL
ASSOCIATION**

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

CATHOLIC HEALTH INITIATIVES

By: _____
Vice President, Treasury Services

**PNC BANK, NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: *Senior Vice President*

EXHIBIT A

SECOND AMENDMENT

THIS SECOND AMENDMENT (the "Amendment"), dated as of August 25, 2010, between CATHOLIC HEALTH INITIATIVES (the "Borrower") and PNC BANK, NATIONAL ASSOCIATION (the "Bank").

WITNESSETH:

WHEREAS, the Borrower and the Bank are parties to a Loan Agreement dated as of August 31, 2009, as amended by an Amendment dated as of March 31, 2010 (as so amended, the "Loan Agreement"); and

WHEREAS, the Borrower and the Bank have agreed to extend the term of the Loan and make certain other changes to the Loan Agreement and other Loan Documents, all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Loan Agreement are used herein as therein defined.

2. **Amendment to Loan Agreement.**

(a) The second sentence of Section 1.1 of the Loan Agreement is hereby amended and restated to read in full as follows:

"The "**Expiration Date**" means August 25, 2013, or such later date as may be designated by the Bank by written notice from the Bank to the Borrower."

(b) Subsection 1.1.3 of the Loan Agreement is hereby amended and restated to read in full as follows:

"1.1.3. Beginning on the first day of the calendar quarter ending after the date of the Line of Credit Note and continuing on the first day of each calendar quarter thereafter until the Expiration Date, the Borrower shall pay a commitment fee to the Bank, in arrears, (i) during the period from August 31, 2009 through August 29, 2010, at the rate of [REDACTED] and (ii) from and after August 30, 2010, at the Applicable Commitment Fee Percentage, in each case, on the average daily balance of the Line of Credit which is undisbursed and uncanceled during the preceding calendar quarter. The commitment fee shall be computed on the basis of a year of 360 days and paid on the actual number of days elapsed.

As used herein:

“Applicable Commitment Fee Percentage” means the percent per annum determined by reference to the following table based upon the Ratings as set forth in such table:

Compliance Level	I	II	III	IV
Rating by S&P/Moody’s	AA-/Aa3 or higher	A- to A+/A3 to A1	BBB to BBB+/Baa2 to Baa1	BBB-/Baa3
Applicable Commitment Fee Percentage	██████	██████	██████	██████

If the Borrower maintains two ratings and those two Ratings are not equivalent, the Applicable Commitment Fee Percentage will be based on the lower of the two Ratings. In the event of a rating downgrade below the levels indicated in the above table, the Applicable Commitment Fee Percentage will be increased by ██████ for each level downgrade below Compliance Level IV. If at any time the Borrower does not have at least one Rating from a Rating Agency, then the Applicable Commitment Fee Percentage shall be that determined by reference to Compliance Level IV plus ██████. In the event that the actual Rating referred to in the table above at any time is subsequently determined to be different than that used in determining the Applicable Commitment Fee Percentage for any period, the Applicable Commitment Fee Percentage shall be recalculated for such period based on such actual Rating. Any changes in the Applicable Commitment Fee Percentage caused by a change in any Rating shall become effective on the effective date of such Rating change.

“Rating” means a public rating of the Borrower’s senior unsecured and non-credit enhanced indebtedness obtained from a Rating Agency. A Rating must be an actual rating of the senior indebtedness of the Borrower.

“Rating Agency” means Moody’s Investors Services, Inc. and Standard and Poor’s Ratings Services, a division of The McGraw Hill Companies, Inc.”

(c) Section 1.1 of the Loan Agreement is hereby amended by adding the following new subsection 1.1.4:

“**1.1.4** Without limiting the Bank’s discretion to grant or deny any requested extension of the Expiration Date, the Bank will, within sixty (60) days following the request of the Borrower for an extension of the Expiration Date for one year made during the period beginning thirty (30) days before and ending thirty (30) days after each anniversary of the date of this Agreement, endeavor to notify the Borrower whether or not it will grant such extension; provided that failure of the Bank to give such notice shall be deemed a denial of such request. Any such extension shall be subject to the mutual agreement of the Borrower and the Bank as to any changes in interest rates or fees thereafter payable or in any other

covenants herein or in the Line of Credit Note, any and all of which shall be evidenced by appropriate amendments to this Agreement and the Line of Credit Note.”

3. **Representations and Warranties.** The Borrower hereby represents and warrants to the Bank that:

(a) There exists no Event of Default under the Loan Agreement as amended hereby;

(b) The representations and warranties made by the Borrower in the Loan Agreement are true and correct in all material respects on and as of the date hereof as if made on and as of the date hereof;

(c) The execution and delivery of this Amendment, the Replacement Note and the Replacement Capital Obligation by and on behalf of the Borrower has been duly authorized by all requisite action on behalf of the Borrower and this Amendment, the Replacement Note and the Replacement Capital Obligation constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law);

(d) The execution, delivery and performance of this Amendment, the Replacement Note and the Replacement Capital Obligation will not violate any applicable provision of law or judgment, order or regulation of any court or of any public or governmental agency or authority nor conflict with or constitute a breach of or a default under any instrument to which the Borrower is a party or by which the Borrower or any of its properties is bound; and

(e) No approval, consent or authorization of, or registration, declaration or filing with, any governmental or public body or authority, or any trustee or holder of any indebtedness, is required in connection with the valid execution, delivery and performance by the Borrower of this Amendment, the Replacement Note and the Replacement Capital Obligation, except such as have been obtained.

4. **Conditions Precedent.** The effectiveness of the amendments set forth herein is subject to the fulfillment, to the satisfaction of the Bank and its counsel, of the following conditions precedent:

(a) The Borrower shall have delivered to the Bank the following, all of which shall be in form and substance satisfactory to the Bank and shall be duly completed and executed:

(i) this Amendment;

(ii) an Amended and Restated Committed Line of Credit Note in the form of Exhibit “A” attached hereto (the “Replacement Note”) issued by the Borrower to

the Bank in the principal amount of \$125,000,000 in substitution for the existing Amended and Restated Committed Line of Credit Note dated March 31, 2010, previously delivered by the Borrower to the Bank;

(iii) a replacement Capital Obligation (the "Replacement Capital Obligation") issued by the Borrower to the Bank in the principal amount of \$125,000,000 in substitution for the existing Capital Obligation No. 218 previously delivered by the Borrower to the Bank;

(iv) Copies, certified by the Secretary or an Assistant Secretary of the Borrower, of resolutions of the Board of Directors of the Borrower in effect on the date hereof authorizing the execution, delivery and performance of this Amendment, the Replacement Note, the Replacement Capital Obligation and the other documents and transactions contemplated hereby;

(v) Copies, certified by one of its officers, of the articles or certificate of incorporation and By-laws of the Borrower as in effect, or a certificate stating that there have been no changes to any such documents since the most recent date true and correct copies thereof were delivered to the Bank;

(vi) Opinions of counsel to the Borrower in respect of this Amendment, the Replacement Note and the Replacement Capital Obligation; and

(vii) such additional documents, certificates and information as the Bank may otherwise reasonably request.

(b) The representations and warranties set forth in the Loan Agreement shall be true and correct on and as of the date hereof.

(c) No Event of Default shall have occurred and be continuing as of the date hereof after giving effect to this Amendment.

(d) The Borrower shall have paid to the Bank an extension fee in the amount of [REDACTED] and the reasonable fees and expenses of the Bank's counsel in connection with this Amendment.

5. **Ratification; References; No Waiver.** Except as expressly amended by this Amendment, the Loan Agreement shall continue to be, and shall remain, unaltered and in full force and effect in accordance with its terms. All references in the Loan Agreement to "this Agreement," "hereof," "hereto" and "hereunder" shall be deemed to be references to the Loan Agreement as amended hereby, and all references in any of the Loan Documents to the Loan Agreement, the Note or the Line of Credit Note or the Capital Obligation shall be deemed to be to the Loan Agreement as amended hereby and to the Replacement Note and the Replacement Capital Obligation, as the case may be. This Amendment does not and shall not be deemed to constitute a waiver by the Bank of any Event of Default or of any of the Bank's other rights or remedies.

6. **Miscellaneous.**

(a) **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(b) **Successor and Assigns.** The terms and provisions of this Amendment shall be binding upon and shall inure to the benefit of the Borrower and the Bank and their respective successors and assigns.

(c) **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

(d) **Headings.** The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(e) **Modifications.** No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

CATHOLIC HEALTH INITIATIVES

By: _____

Vice President, Treasury Services

**PNC BANK, NATIONAL
ASSOCIATION**

By: _____

Senior Vice President

EXHIBIT A



Amended and Restated Committed Line of Credit Note

\$125,000,000.00

Originally dated: August 31, 2009
Amended and restated: March 31, 2010

FOR VALUE RECEIVED, CATHOLIC HEALTH INITIATIVES (the "Borrower"), with an address at [REDACTED], promises to pay to the order of PNC BANK, NATIONAL ASSOCIATION (the "Bank"), in lawful money of the United States of America in immediately available funds at its offices located at [REDACTED] 19103 or at such other location as the Bank may designate from time to time, the principal sum of ONE HUNDRED TWENTY-FIVE MILLION and 00/100 DOLLARS (\$125,000,000.00) (the "Facility") or such lesser amount as may be advanced to or for the benefit of the Borrower hereunder, together with interest accruing on the outstanding principal balance from the date hereof, all as provided below.

1. **Rate of Interest.** Amounts outstanding under this Note will bear interest at a rate per annum which is at all times equal to the Base Rate plus [REDACTED]. Interest will be calculated based on the actual number of days that principal is outstanding over a year of 360 days. If and when the Base Rate (or any component thereof) changes, the rate of interest on this Note will change automatically without notice to the Borrower, effective on the date of any such change. In no event will the rate of interest hereunder exceed the maximum rate allowed by law.

For purposes hereof, the following terms shall have the following meanings:

"**Base Rate**" shall mean the highest of (A) the Prime Rate, and (B) the sum of the Federal Funds Open Rate plus [REDACTED] and (C) the sum of the Daily LIBOR Rate plus [REDACTED], so long as a Daily LIBOR Rate is offered, ascertainable and not unlawful.

"**Business Day**" shall mean any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in Philadelphia, Pennsylvania.

"**Daily LIBOR Rate**" shall mean, for any day, the rate per annum determined by the Bank by dividing (x) the Published Rate by (y) a number equal to [REDACTED] minus the percentage prescribed by the Federal Reserve for determining the maximum reserve requirements with respect to any eurocurrency fundings by banks on such day.

"**Federal Funds Open Rate**" shall mean, for any day, the rate per annum (based on a year of 360 days and actual days elapsed) which is the daily federal funds open rate as quoted by ICAP North America, Inc. (or any successor) as set forth on the Bloomberg Screen BTMM for that day opposite the caption "OPEN" (or on such other substitute Bloomberg Screen that displays such rate), or as set forth on such other recognized electronic source used for the purpose of displaying such rate as selected by the Bank (an "Alternate Source") (or if such rate for such day does not appear on the Bloomberg Screen BTMM (or any substitute screen) or on any Alternate Source, or if there shall at any time, for any reason, no longer exist a Bloomberg Screen BTMM (or any substitute screen) or any Alternate Source, a comparable replacement rate determined by the

Bank at such time (which determination shall be conclusive absent manifest error); provided however, that if such day is not a Business Day, the Federal Funds Open Rate for such day shall be the "open" rate on the immediately preceding Business Day. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Federal Funds Open Rate without notice to the Borrower.

"Prime Rate" shall mean the rate publicly announced by the Bank from time to time as its prime rate. The Prime Rate is determined from time to time by the Bank as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Bank to any particular class or category of customers.

"Published Rate" shall mean the rate of interest published each Business Day in the Wall Street Journal "Money Rates" listing under the caption "London Interbank Offered Rates" for a one month period (or, if no such rate is published therein for any reason, then the Published Rate shall be the eurodollar rate for a one month period as published in another publication selected by the Bank).

2. **Advances.** The Borrower may borrow, repay and reborrow hereunder until the Expiration Date, subject to the terms and conditions of this Note and the Loan Documents (as defined herein). The **"Expiration Date"** shall mean August 29, 2010, or such later date as may be designated by the Bank by written notice from the Bank to the Borrower. The Borrower acknowledges and agrees that in no event will the Bank be under any obligation to extend or renew the Facility or this Note beyond the Expiration Date. In no event shall the aggregate unpaid principal amount of advances under this Note exceed the face amount of this Note.

3. **Advance Procedures.** A request for advance made by telephone must be promptly confirmed in writing by such method as the Bank may require. The Borrower authorizes the Bank to accept telephonic requests for advances, and the Bank shall be entitled to rely upon the authority of any person providing such instructions. The Borrower hereby indemnifies and holds the Bank harmless from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) which may arise or be created by the acceptance of such telephone requests or making such advances. The Bank will enter on its books and records, which entry when made will be presumed correct, the date and amount of each advance, as well as the date and amount of each payment made by the Borrower.

4. **Payment Terms.** Accrued interest will be due and payable on the first day of each January, April, July and October, beginning with the payment due on October 1, 2009. The outstanding principal balance and any accrued but unpaid interest shall be due and payable on the Expiration Date.

If any payment under this Note shall become due on a Saturday, Sunday or public holiday under the laws of the State where the Bank's office indicated above is located, such payment shall be made on the next succeeding business day and such extension of time shall be included in computing interest in connection with such payment. The Borrower hereby authorizes the Bank to charge the Borrower's deposit account at the Bank for any payment when due hereunder. Payments received will be applied to charges, fees and expenses (including attorneys' fees), accrued interest and principal in any order the Bank may choose, in its sole discretion.

5. **Late Payments; Default Rate.** If the Borrower fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of this Note within fifteen (15) calendar days of the date due and payable, the Borrower also shall pay to the Bank a late charge equal to the lesser of [REDACTED] of the amount of such payment or [REDACTED] (the "Late Charge"). Such fifteen (15) day

period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the Bank's option upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, amounts outstanding under this Note shall bear interest at a rate per annum (based on the actual number of days that principal is outstanding over a year of 360 days) which shall be [REDACTED] in excess of the interest rate in effect from time to time under this Note but not more than the maximum rate allowed by law (the "Default Rate"). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Bank's expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Bank's exercise of any rights and remedies hereunder, under the other Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Bank may employ. In addition, the Default Rate reflects the increased credit risk to the Bank of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Bank, and that the actual harm incurred by the Bank cannot be estimated with certainty and without difficulty.

6. **Prepayment.** The indebtedness evidenced by this Note may be prepaid in whole or in part at any time without penalty.

7. **Other Loan Documents.** This Note is issued in connection with a Loan Agreement between the Borrower and the Bank, dated on the date hereof, and the other agreements and documents executed and/or delivered in connection therewith or referred to therein, the terms of which are incorporated herein by reference (as amended, modified or renewed from time to time, collectively the "Loan Documents"), and is secured by the property (if any) described in the Loan Documents and by such other collateral as previously may have been or may in the future be granted to the Bank to secure this Note. Any capitalized term used herein without definition shall have meaning assigned to such term in the Loan Documents.

8. **Events of Default.** A. The occurrence of any of the following events will be deemed to be an "Event of Default" immediately upon the occurrence thereof: (i) the nonpayment of any principal or interest under this Note when due (other than any accelerated payments due under this Note); (ii) the nonpayment of any principal or premium, if any, or interest due with respect to any other indebtedness represented by bonds, debentures, notes or similar instruments of the Borrower issued on a parity with the indebtedness under this Note; (iii) the entry of one or more final, non-appealable judgments against the Borrower in excess of \$15,000,000 individually or in the aggregate, and the failure of the Borrower to discharge the judgment within sixty (60) days of the entry thereof; (iv) a proceeding shall have been instituted with respect to the Borrower

(a) seeking to have an order for relief entered with respect to the Borrower, or seeking a declaration or finding, or seeking dissolution, winding-up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to the Borrower, 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

(b) seeking appointment of a receiver, trustee, liquidator, assignee, sequestrator or other custodian for the Borrower 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; or (v) the Borrower 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 paragraph (iv)(a) above, 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 paragraph (iv)(b) above, 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.

B. The occurrence of any of the following events will be deemed to be an “Event of Default” under this Note thirty (30) days following the giving of written notice of the occurrence thereof by the Bank to the Borrower: (i) the occurrence of any event of default or any default, or any Obligor’s failure to observe or perform any covenant or other agreement, under or contained in any Loan Document or any other document now or in the future evidencing or securing any debt, liability or obligation of any Obligor to the Bank other than a default, event of default or failure described in paragraph A above; (ii) any “Event of Default” under and as defined in the Capital Obligation Document shall have occurred and be continuing; (iii) a default with respect to any other indebtedness of any Obligor for borrowed money in excess of \$15,000,000 individually or in the aggregate, if the effect of such default is to cause or permit the acceleration of such debt, or a default (other than a payment default) with respect to any other indebtedness of the Borrower issued on a parity with the indebtedness under this Note; (iv) the commencement of any foreclosure or forfeiture proceeding, execution or attachment against any collateral securing the obligations of any Obligor to the Bank; (v) the entry of one or more final judgments against any Obligor other than the Borrower in excess of \$15,000,000 individually or in the aggregate, and the failure of such Obligor to discharge the judgment within ten (10) days of the entry thereof; (vi) any material adverse change in any Obligor’s business, assets, operations, financial condition or results of operations; (vii) any Obligor ceases doing business as a going concern; or (viii) any representation or warranty made by any Obligor to the Bank in any Loan Document or any other documents now or in the future evidencing or securing the obligations of any Obligor to the Bank, is false, erroneous or misleading in any material respect. As used herein, the term “Obligor” means the Borrower and any guarantor of, or any pledgor, mortgagor or other person or entity providing collateral support for, the Borrower’s obligations to the Bank existing on the date of this Note or arising in the future.

C. Upon the occurrence of an Event of Default: (a) the Bank shall be under no further obligation to make advances hereunder; (b) if an Event of Default specified in clause A.(iv) or (v) above shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind; (c) if any other Event of Default shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder, at the Bank’s option and without demand or notice of any kind, may be accelerated and become immediately due and payable; (d) at the Bank’s option, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default; and (e) the Bank may exercise from time to time any of the rights and remedies available under the Loan Documents or under applicable law.

9. [Intentionally deleted]

10. Right of Setoff. In addition to all liens upon and rights of setoff against the Borrower’s money, securities or other property given to the Bank by law, the Bank shall have, with respect to the Borrower’s obligations to the Bank under this Note and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and the Borrower hereby grants the Bank a security interest in, and hereby assigns, conveys, delivers, pledges and transfers to the Bank, all of the

Borrower's right, title and interest in and to, all of the Borrower's deposits, moneys, securities and other property now or hereafter in the possession of or on deposit with, or in transit to, the Bank or any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding, however, all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand upon or notice to the Borrower. Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence of an Event of Default hereunder without any action of the Bank, although the Bank may enter such setoff on its books and records at a later time.

11. **Indemnity.** The Borrower agrees to indemnify each of the Bank, each legal entity, if any, who controls, is controlled by or is under common control with the Bank, and each of their respective directors, officers and employees (the "**Indemnified Parties**"), and to defend and hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Note or in the other Loan Documents or the use of any advance hereunder, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Note, payment of any advance hereunder and the assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.

12. **Miscellaneous.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") must be in writing (except as may be agreed otherwise above with respect to borrowing requests) and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this paragraph. No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. The Borrower agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Bank in the enforcement of its rights in this Note and in any security therefor, including without limitation reasonable fees and expenses of the Bank's counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment. The Borrower also waives all defenses based on suretyship or impairment of collateral. This Note shall bind the Borrower and its heirs, executors, administrators, successors and

assigns, and the benefits hereof shall inure to the benefit of the Bank and its successors and assigns; provided, however, that the Borrower may not assign this Note in whole or in part without the Bank's written consent and the Bank at any time may assign this Note in whole or in part. This Note amends and restates and is issued in replacement of the Committed Line of Credit Note dated August 31, 2009, issued to the Bank by the Borrower in the principal amount of \$125,000,000 (the "Prior Note"). To the extent the principal balance of this Note includes the Borrower's previous indebtedness to the Bank, this Note (i) hereby re-evidences such previous indebtedness, (ii) is given as substitution for, and not as payment of, the Prior Note, and (iii) is in no way intended to constitute a novation of such previous indebtedness.

This Note has been delivered to and accepted by the Bank and will be deemed to be made in the State where the Bank's office indicated above is located. **THIS NOTE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE BANK AND THE BORROWER DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES.** The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Bank's office indicated above is located; provided that nothing contained in this Note will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Bank and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

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14. WAIVER OF JURY TRIAL. THE BORROWER IRREVOCABLY WAIVES ANY AND ALL RIGHTS THE BORROWER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS NOTE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS NOTE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE BORROWER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

The Borrower acknowledges that it has read and understood all the provisions of this Note, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

COPY
CATHOLIC HEALTH INITIATIVES
By: [REDACTED] (SEAL)
[REDACTED]
Vice President, Treasury Services