

AMENDMENT NO. 3

Dated as of November 30, 2012

to

CREDIT AGREEMENT

Dated as of December 17, 2008

by and between

CATHOLIC HEALTH INITIATIVES

and

THE BANK OF NEW YORK MELLON

AMENDMENT NO. 3 dated as of November 30, 2012 to CREDIT AGREEMENT dated as of December 17, 2008 by and between **CATHOLIC HEALTH INITIATIVES**, a Colorado nonprofit corporation (the “**Borrower**”) and **THE BANK OF NEW YORK MELLON** (the “**Lender**”).

RECITALS:

The Borrower and the Lender are parties to a Credit Agreement dated as of December 17, 2008, as amended by (i) Amendment No. 1 dated as of December 15, 2009, and (ii) Amendment No. 2 dated as of November 30, 2010 (as so amended, the “**Agreement**”) pursuant to which the Lender has agreed to make loans to the Borrower from time to time during the Availability Period (such term and all other capitalized terms used herein having the meanings stated or ascribed in Section 1.01 of the Agreement) in an aggregate principal amount not in excess of \$100,000,000.

The Borrower has requested an extension of the Maturity Date and a permanent reduction in the amount of the Commitment.

Subject to and upon the terms and conditions herein provided, including amendments to certain provisions of the Agreement, the Lender is willing to extend the Maturity Date to December 15, 2015 and acknowledge the permanent reduction in the amount of the Commitment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS

1.1. Definitions. As used herein, terms defined in the preamble and the recitals have the meanings therein assigned.

1.2. Other Defined Terms. Terms defined in the Agreement shall, unless a contrary intention appears herein or the context otherwise requires, have the same meaning in this Amendment.

SECTION 2. AMENDMENT OF AGREEMENT

2.1. Reduction of Commitment. This will confirm that from and after the date of this Amendment, the amount of Lender's Commitment is permanently reduced to \$55,000,000 in accordance with subsection 2.05(c) of the Agreement.

2.2. Amendment. On the Effective Date (as hereinafter defined), the Agreement shall be amended as set forth in the following sections.

2.3. Section 1.01 — Certain Definitions.

(a) The definition of “Alternate Base Rate” shall be deleted in its entirety and replaced by the following definition:

“Alternate Base Rate” shall mean, for any day, a rate per annum equal to the greater of (a) the Reference Rate in effect on such day, and (b) the sum of the Federal Funds Effective Rate in effect on such day plus 1.5%. Any change in the Alternate Base Rate due to a change in the Reference Rate or the Federal Funds Effective Rate shall be effective from and including the effective date of such change in the Reference Rate or the Federal Funds Effective Rate, respectively.”

(b) The definition of “Applicable Rate” shall be deleted in its entirety and replaced by the following definition:

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

Moody’s	Standard & Poor’s	Fitch	Applicable Rate
Aa2 or higher	AA or higher	AA or higher	
Aa3	AA-	AA-	
A1	A+	A+	
A2	A	A	
A3	A-	A-	
Baa1	BBB+	BBB+	
Baa2	BBB	BBB	
Baa3 or lower	BBB- or lower	BBB- or lower	

For purposes of the foregoing, (i) if Moody's, Standard & Poor's or Fitch shall withdraw or suspend its Rating for the Relevant Indebtedness for credit-related reasons, then such Rating Agency shall be deemed to have established an applicable rating of Baa3 or BBB-, respectively, (ii) if the Ratings established or deemed to have been established by Moody’s, Standard & Poor’s or Fitch for the Relevant Indebtedness shall fall within different categories, the Applicable Rate shall be based on the lowest of the three Ratings; and (iii) if the Ratings established or deemed to have been established by Moody’s, Standard & Poor’s and Fitch for the Relevant Indebtedness shall be changed, such change shall be effective as of the date on which it is first announced by the applicable Rating Agency, irrespective of when notice of such change shall have been furnished by the Borrower to the Lender pursuant to Section 5.01(e) or otherwise. Each change in the Applicable Rate shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change.

(c) The definition of “Maturity Date” shall be deleted in its entirety and replaced by the following definition:

“Maturity Date” shall mean December 15, 2015.

2.4. Section 7.01 — Events of Default.

Clause (1) of subparagraph Section 7.01(l) shall be deleted in its entirety and replaced with the following clause:

“1) The Borrower’s Ratings shall be reduced below a rating of “A3” (or equivalent) by Moody’s and “A-” (or equivalent) by Standard & Poor’s and Fitch or”

SECTION 3. REPRESENTATIONS AND WARRANTIES; CONFIRMATION

(a) The Borrower represents and warrants to the Lender that the representations and warranties set forth in Article 3 of the Agreement are true and correct in all respects at the date of this Amendment as though made on and as of the date hereof, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct on and as of such earlier date.

(b) By the execution of this Amendment, the Borrower hereby (i) acknowledges itself to continue to be obligated to the Lender pursuant to Obligation No. 197 dated December 17, 2008 issued pursuant to the Twenty-Seventh Supplemental Obligation Document dated as of December 17, 2008 between the Borrower and Wells Fargo Bank, N.A., as Trustee, and (ii) confirms, acknowledges and agrees that said Obligation No. 197 remains in full force and effect and is hereby ratified and confirmed in all respects.

SECTION 4. CONDITIONS PRECEDENT

This Amendment shall take effect on the later to occur of (i) the date on which all of the following conditions have been satisfied or waived by the Lender in writing or (ii) November 30, 2012 (the “Effective Date”):

(a) No Default or Event of Default has occurred and is continuing or could result from the execution and delivery of this Agreement.

(b) The Lender shall have received such other documents, each in form and substance reasonably satisfactory to the Lender, as the Lender shall reasonably require.

The delivery of an executed counterpart of this Amendment by the Lender shall constitute an acknowledgement by the Lender that the conditions precedent set forth in this Section have been satisfied or waived.

SECTION 5. MISCELLANEOUS

5.1. Counterparts. This Amendment may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

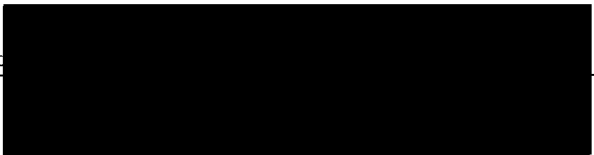
5.2. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York.

5.3. Complete Statement of Agreement. This Amendment is the complete and exclusive statement of the terms of the agreement among the parties hereto with respect to the subject matter hereof.

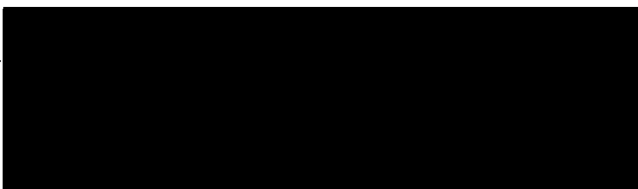
5.4. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

IN WITNESS WHEREOF, the Borrower and the Lender have caused this Amendment to be signed in their respective names by their duly authorized officers, all as of the day and year first above written.

CATHOLIC HEALTH INITIATIVES

By 

THE BANK OF NEW YORK MELLON

By 

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CATHOLIC HEALTH INITIATIVES

By: _____
Name: _____
Title: _____

THE BANK OF NEW YORK MELLON

By: _____