

FOURTH AMENDMENT

THIS FOURTH AMENDMENT (the "Amendment"), dated as of February 21, 2014, 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: (i) an Amendment dated as of March 31, 2010, (ii) a Second Amendment dated as of August 25, 2010, and (iii) a Third Amendment dated as of July 25, 2013 (as so amended, the "Loan Agreement"); and

WHEREAS, the Borrower and the Bank have agreed to further extend the term of the Loan, 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, 2014, or such later date as may be designated by the Bank by written notice from the Bank to the Borrower."

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 (as hereinafter defined) and the Replacement Capital Obligation (as hereinafter defined) 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 July 25, 2013, 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. 244 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 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.

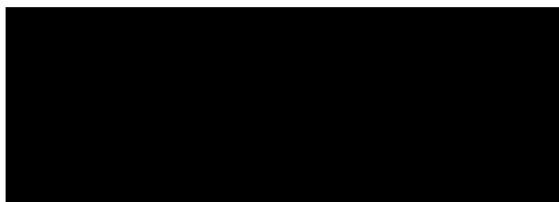
(c) **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

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

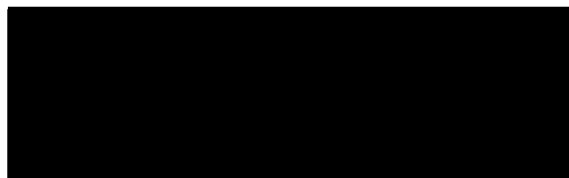
(e) **Modifications.** No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

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

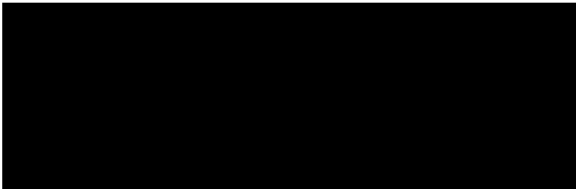


**PNC BANK, NATIONAL
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CATHOLIC HEALTH INITIATIVES



**PNC BANK, NATIONAL
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