

**THIRD AMENDMENT TO CREDIT AGREEMENT**

**THIS THIRD AMENDMENT TO CREDIT AGREEMENT** (this "Amendment") is entered into as of this 28th day of February, 2014, between CATHOLIC HEALTH INITIATIVES, a Colorado nonprofit corporation (the "Borrower"), and THE NORTHERN TRUST COMPANY, as Lender (the "Lender").

**RECITALS:**

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

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

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

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

2. Amendment to the Agreement. Effective as of the Amendment Effective Date in accordance with Section 4 hereof, the definition of "Maturity Date" set forth in Section 1.01 of the Agreement is hereby amended in its entirety and the following is inserted in lieu thereof:

"Maturity Date" shall mean June 30, 2014.

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

3.1 Incorporation of Representations and Warranties from Agreement. The representations and warranties of the Borrower contained in the Agreement are true and correct in all material respects at and as of the Amendment Effective Date (except that the references in Section 3.06 of the Agreement to financial statements furnished by the Borrower shall be deemed to refer to the most recent financial statements of the Borrower delivered to the Bank).

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

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

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

4. Effective Date. This Amendment shall become effective as of February 28, 2014 (the "Amendment Effective Date"), so long as:

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

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

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

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

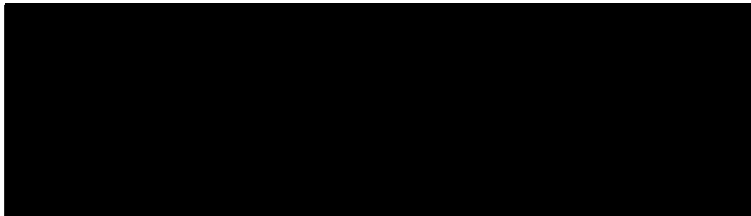
7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement.

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

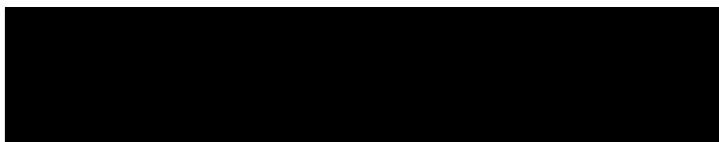
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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

CATHOLIC HEALTH INITIATIVES, as Borrower

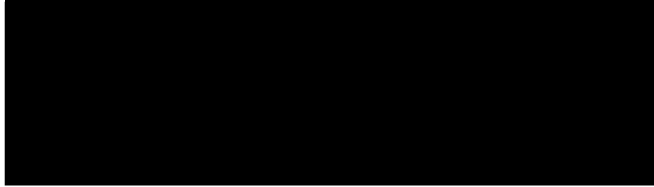
A large black rectangular redaction box covering the signature and name of the Borrower.

THE NORTHERN TRUST COMPANY, as Lender

A large black rectangular redaction box covering the signature and name of the Lender.

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

CATHOLIC HEALTH INITIATIVES, as Borrower



THE NORTHERN TRUST COMPANY, as Lender

