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FIFTH AMENDMENT TO CREDIT AGREEMENT

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THIS FIFTH AMENDMENT TO CREDIT AGREEMENT (this "*Amendment*") is entered into as of June 30, 2014 (the "*Amendment Effective Date*"), between CATHOLIC HEALTH INITIATIVES, a Colorado nonprofit corporation (the "*Borrower*"), and UNION BANK, N.A., as Lender (the "*Lender*").

RECITALS:

A. The Lender and the Borrower are parties to a Credit Agreement dated as of September 30, 2009 (as amended prior to the date hereof, the "*Agreement*") pursuant to which the Lender agreed to make Loans (as defined in the Agreement) to the Borrower from time to time; and

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

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

SECTION 1. DEFINITIONS.

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

SECTION 2. AMENDMENTS TO THE AGREEMENT.

Effective as of the Amendment Effective Date in accordance with Section 4 hereof:

Section 2.1. 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 September 30, 2014.

Section 2.2. The definition of "*Applicable Fee Rate*" set forth in Section 1.01 of the Agreement is hereby amended in its entirety and the following is inserted in lieu thereof:

"*Applicable Fee Rate*" from and after June 30, 2014 and at all times thereafter, shall mean, for any day the applicable rate per annum set forth below under the caption "*Applicable Fee Rate*" based upon the Ratings by Moody's and Standard & Poor's, respectively, applicable on such date to the Relevant Indebtedness:

MOODY'S STANDARD & POOR'S APPLICABLE FEE RATE



For purposes of the foregoing, (i) if the Ratings established or deemed to have been established by Moody's and Standard & Poor's for the Relevant Indebtedness shall fall within different categories (*i.e.*, a split rating), the Applicable Fee Rate shall be based on the lowest of the Ratings; and (ii) if the Ratings established or deemed to have been established by Moody's and Standard & Poor's for the Relevant Indebtedness shall be changed, such change shall be effective as of the date on which it is first announced by the applicable Rating Agency, irrespective of when notice of such change shall have been furnished by the Borrower to the Lender pursuant to this Agreement or otherwise. Each change in the Applicable Fee Rate shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If one or more Rating Agencies shall withdraw or suspend its applicable Rating, then in each such case, the Applicable Fee Rate then in effect shall increase automatically and immediately by an additional 1.00% per annum (per event) above the Applicable Fee Rate in effect immediately prior to such withdrawal or suspension, as the case may be, and shall remain in effect for so long as such withdrawal or suspension, as the case may be, remains in effect. Upon the occurrence and during the continuance of an Event of Default, the Applicable Fee Rate then in effect shall increase automatically and immediately by an additional 4.00% per annum above the Applicable Fee Rate in effect immediately prior to such occurrence, commencing on the date such Event of Default occurs and such increased Applicable Fee Rate shall be payable until such Event of Default is cured or this Agreement otherwise terminates.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

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

Section 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 to financial statements furnished by the Borrower shall be deemed to refer to the most recent financial statements of the Borrower delivered to the Lender).

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

Section 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.

Section 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).

SECTION 4. EFFECTIVE DATE.

This Amendment shall become effective on the Amendment Effective Date subject to the satisfaction or waiver by the Lender of each of the following conditions precedent:

Section 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.

Section 4.2. Delivery to the Lender by the Borrower of (a) written evidence that the Borrower is authorized to execute and enter into this Amendment and to perform its obligations under this Agreement, as amended hereby and (b) a customary certificate executed by appropriate officers of the Borrower respecting the incumbency and signature of the officer of the Borrower executing this Amendment.

Section 4.3. 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).

SECTION 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 Loan

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.

SECTION 6. EFFECT LIMITED.

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

SECTION 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.

SECTION 8. GOVERNING LAW AND OTHER MATTERS.

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.

SECTION 9. PAYMENT OF FEES AND EXPENSES.

The Borrower shall pay all costs and expenses incurred by the Lender in connection with the transactions contemplated by this Amendment, including, promptly upon receipt of invoice, the fees of special counsel to the Lender and out-of-pocket disbursements related thereof (it being understood that all such fees and expenses remain payable in accordance with the Agreement).

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

CATHOLIC HEALTH INITIATIVES,
as Borrower

By:



UNION BANK, N.A.,
as the Lender

By: _____

Name: _____

Title: _____



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

CATHOLIC HEALTH INITIATIVES,
as Borrower

By: _____

Name: [REDACTED]
Title: [REDACTED]

UNION BANK, N.A.,
as the Lender

By: [REDACTED]