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CREDIT AGREEMENT

CREDIT AGREEMENT

dated as of August 25, 2014

by and between

CATHOLIC HEALTH INITIATIVES,
as Borrower,

and

PNC BANK, NATIONAL ASSOCIATION,
as Lender

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CREDIT AGREEMENT

THIS Credit Agreement dated as of August 25, 2014, as amended, supplemented, modified or restated from time to time (this “*Agreement*”), by and between CATHOLIC HEALTH INITIATIVES, a Colorado nonprofit corporation and PNC BANK, NATIONAL ASSOCIATION, amending and restating the credit agreement dated as of August 31, 2009, as supplemented and amended to the date hereof.

In consideration of the premises and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION

Section 1.01. Certain Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

“*Affiliate*” means, with respect to a specified Person, another Person that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Person, including any directors or officers thereof. A Person shall be deemed to control another Person if such Person directly or indirectly owns more than ten percent (10%) of any class of the voting securities or capital stock of, or equity interests in, such Person or possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

“*Alternate Base Rate*” means, for any day, a rate per annum equal to the greatest of (i) the Prime Rate in effect at such time; (ii) the Federal Funds Open Rate in effect at such time plus half of one percent (0.50%); and (iii) the Daily LIBOR Rate in effect at such time plus one percent (1.00%). Each change in the Alternate Base Rate shall take effect simultaneously with the corresponding change or changes in the Prime Rate, the Federal Funds Open Rate or the Daily LIBOR Rate, as the case may be.

“*Anti-Terrorism Laws*” has the meaning assigned to such term in Section 3.20 hereof.

“*Availability Period*” means the period from and including the Closing Date to but excluding the Termination Date.

“*Bankruptcy Code*” means the federal Bankruptcy Code of 1978, as it may be amended from time to time (Title 11 of the United States Code), and any successor statute thereto.

“*Borrower*” means Catholic Health Initiatives and any successor or assign thereof permitted hereunder.

“*Borrower Participant*” has the meaning ascribed to the term “Participant” as of the date hereof in the Capital Obligation Document.

“*Borrower Representative*” means any person authorized from time to time in writing by the Borrower, or its successors and assigns, to perform a designated act or execute a designated document.

“*Borrowing Request*” means a request by the Borrower for a Loan in accordance with Section 2.03 hereof.

“*Business Day*” means a day that is not (a) a Saturday, Sunday or legal holiday on which banking institutions in Pittsburgh, Pennsylvania or the states where the principal corporate office of the Borrower is located are authorized by law to close, (b) a day on which The New York Stock Exchange or the Federal Reserve Bank is closed or (c) a day on which the principal office of the Lender is closed for reasons not related to financial conditions.

“*Capital Obligation*” means Obligation No. 263 issued in favor of the Lender as an “Obligation” (as defined in the Capital Obligation Document) under the Capital Obligation Document that evidences and secures the obligations of the Borrower under this Agreement.

“*Capital Obligation Document*” means the Capital Obligation Document, dated as of November 1, 1997, between the Borrower and the Capital Obligation Trustee, as amended or supplemented to date and as may be further amended, supplemented or restated from time to time; *provided, however*, that for purposes of this Agreement, “Capital Obligation Document” shall include supplements or amendments to the covenants or other provisions of the Capital Obligation Document that are solely for the benefit of, or that exist while, certain Obligations (as defined in the Capital Obligation Documents) are outstanding (*e.g.* bond insurer covenants included within any Supplemental Obligation Document) only so long as such Obligations (as defined in the Capital Obligation Documents) are outstanding or any Person has the benefit of such covenants, provisions, supplements or amendments; *provided, further*, that for purposes of the definition of Related Document, “Capital Obligation Document” shall not include any amendments, supplements or restatements thereto other than permanent amendments, supplements or restatements thereto.

“*Capital Obligation Trustee*” means 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.

“*Change in Law*” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated

by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III or any successor Basel Accord, shall in each case be deemed to be a “*Change in Law*”, regardless of the date enacted, adopted or issued.

“*CHI Credit Group*” has the meaning set forth in the Capital Obligation Document.

“*CHI Reporting Group*” has the meaning set forth in the Capital Obligation Document.

“*Church Plans*” has the meaning set forth in Section 3.14 hereof.

“*Closing Date*” means August 25, 2014, subject to the satisfaction or waiver by the Lender of the conditions precedent set forth in Section 4.01 hereof.

“*Code*” means the Internal Revenue Code of 1986, as amended, and any successor statute of similar import, and regulations promulgated thereunder, in each case as in effect from time to time. References to sections of the Code shall be construed also to refer to any successor sections.

“*Commitment*” means, with respect to the Lender, initially \$125,000,000, as such commitment may be reduced from time to time pursuant to Section 2.05 hereof.

“*Controlled Group Member*” means each trade or business (whether or not incorporated) that together with the Borrower or a member of the CHI Credit Group is treated as a single employer under Section 4001(a)(14) or 4001(b)(1) of ERISA or Section 414 of the Code, and, in each case, the regulations promulgated and rulings issued thereunder.

“*Daily LIBOR Rate*” means, for any day, the rate per annum determined by the Lender by dividing (i) the Published Rate by (ii) a number equal to 1.00 minus the LIBOR Reserve Percentage.

“*Days of Operating Expenses*” means (x) total operating expenses before restructuring and impairment (*provided however*, that total operating expenses shall not include the following: (a) depreciation, (b) amortization, (c) extraordinary losses, (d) non-recurring losses and (e) non-cash losses) and divided by (y) the number of days in the applicable Fiscal Year.

“*Debt to Capitalization Ratio*” means, as of any date of determination, with respect to any Person, the ratio of (i) such Person’s Long-Term Indebtedness, to (ii) the sum of such Person’s Unrestricted Net Assets and such Person’s Long-Term Indebtedness.

“*Default*” means any event or condition that with notice, passage of time or any combination of the foregoing, would constitute an Event of Default.

“*Default Rate*” means, for any day, a per annum rate of interest equal to the sum of the Alternate Base Rate in effect on such day plus 3.0%.

“*Designated Affiliate*” has the meaning set forth in the Capital Obligation Document.

“*Dollar*” and “*\$*” mean lawful money of the United States.

“*Environmental Approvals*” means any Governmental Action pursuant to or required under any Environmental Law.

“*Environmental Concern Materials*” means (a) any flammable substance, explosive, radioactive material, hazardous material, hazardous waste, toxic substance, solid waste, pollutant, contaminant or any related material, raw material, substance, product or by-product of any substance specified in or regulated or otherwise affected by any Environmental Law (including but not limited to any “hazardous substance” as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any similar state Law), (b) any toxic chemical or institutional activities, and (c) asbestos, gasoline, diesel fuel, motor oil, waste and used oil, heating oil and other petroleum products or compounds, polychlorinated biphenyls, radon and urea formaldehyde.

“*Environmental Law*” means any Law, whether now existing or subsequently enacted or amended, relating to (a) pollution or protection of the environment, including natural resources, (b) exposure of Persons, including but not limited to employees, to Environmental Concern Materials, (c) protection of the public health or welfare from the effects of products, by-products, wastes, emissions, discharges or releases of Environmental Concern Materials or (d) regulation of the manufacture, use or introduction into commerce of Environmental Concern Materials including their manufacture, formulation, packaging, labeling, distribution, transportation, handling, storage or disposal. Without limitation, “Environmental Law” shall also include any Environmental Approval and the terms and conditions thereof.

“*Environmental Liability*” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Significant Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Environmental Concern Materials, (c) exposure to any Environmental Concern Materials, (d) the release or threatened release of any Environmental Concern Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time. References to Sections of ERISA shall be construed also to refer to any successor Sections.

“*ERISA Plans*” has the meaning set forth in Section 3.14 hereof.

“*Event of Default*” with respect to this Agreement, has the meaning assigned to that term in Section 7.01 hereof and, with respect to any Related Document, has the meaning assigned therein.

“*Excluded Taxes*” means, with respect to the Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of the Lender, in which its applicable lending office is located, and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Borrower is organized or in which its principal office is located.

“*Executive Order*” has the meaning set forth in Section 3.20 hereof.

“*Extended Bank Facility Period*” has the meaning set forth in Section 2.14 hereof.

“*Facility*” means the credit facility established under this Agreement.

“*Federal Funds Open Rate*” means, for any day, the rate per annum (based on a year of 365 or 366 days, as applicable, for 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 Lender (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 Lender 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.

“*Fiscal Year*” means the period of twelve (12) consecutive calendar months for which financial statements of the respective entity have been examined by its independent certified public accountants; currently for the Borrower, a year ending on June 30.

“*Fitch*” means Fitch, Inc., a Delaware corporation, and its successors and assigns.

“*Generally Accepted Accounting Principles*” or “*GAAP*” means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Borrower.

“*Governmental Action*” has the meaning set forth in Section 3.04 hereof.

“*Governmental Authority*” means any government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court or tribunal, in each case, whether foreign or domestic.

“*Hazardous Substance*” means any substance identified as hazardous under any of the Environmental Laws; *provided, however*, that Hazardous Substances shall not include cleaning and other maintenance-related materials and supplies in type and quantity customary for buildings of the nature of the Property that are being used in a customary and safe manner.

“*Historical Debt Service Coverage Ratio*” has the meaning ascribed thereto as of the Closing Date in the Capital Obligation Document.

“*Immediate Termination Event*” has the meaning set forth in Section 7.02(a) hereof.

“*Indebtedness*” means (A) for purposes of determining the Immediate Termination Events set forth in Article VII hereof (i) all obligations of such Person for money borrowed represented by bonds, debentures, notes or other similar instruments, but excluding trade accounts payable incurred in the ordinary course of business; (ii) all deferred indebtedness of such Person for the payment of the purchase price of property or assets purchased which are assigned a long-term rating by a Rating Agency equal to the rating assigned by such Rating Agency to the Borrower’s taxable or tax-exempt bonds (without giving effect to any credit enhancement relating thereto); (iii) all obligations of such Person under any lease which, under GAAP, is required to be capitalized for balance sheet purposes which are assigned a long-term rating by a Rating Agency then rating the Borrower’s taxable or tax-exempt bonds (without giving effect to any credit enhancement relating thereto) equal to the rating assigned by such Rating Agency to the Borrower’s taxable or tax-exempt bonds (without giving effect to any credit enhancement relating thereto); (iv) all obligations of such Person to reimburse or repay any bank or other Person in respect of amounts paid under a letter of credit, bankers’ acceptance or similar instrument (excluding, for purposes of this clause (iv), accelerated payments on bank-held bonds arising from unreimbursed draws on letters of credit, banker’s acceptances and other similar instruments, which acceleration results from the occurrence of an event of default with respect thereto); (v) all guaranties, assumptions or other obligations of such Person in respect of Indebtedness of another Person (provided that a guaranty by a CHI Credit Group member of the Indebtedness of another CHI Credit Group member shall not be considered “Indebtedness” for purposes of this Agreement, and provided further that the failure to pay any guarantee as a result of any set-off, recoupment, counterclaim or other successful defense by such Person shall not constitute a failure to pay Indebtedness for purposes of this Agreement); (vi) all Indebtedness of others secured by any Lien existing on property owned by such Person, so long as such Person has assumed or become liable for the payment of such Indebtedness evidenced by bonds, debentures, notes or other similar instruments and (vii) payment obligations of such Person under any Swap Contract (other than termination payments under any such Swap Contract); and (B) for all other purposes of this Agreement, has the meaning set forth in the Capital Obligation Document.

“*Indemnified Taxes*” means Taxes other than Excluded Taxes.

“Interest Payment Date” means with respect to any Loan, the last Business Day of each January, April, July and October; *provided, however*, that, in addition to the foregoing, each of the Termination Date and the Term Loan End Date shall be deemed to be an “Interest Payment Date” with respect to any interest which is then accrued hereunder for such Loan.

“Interest Rate Agreement” means an interest rate exchange, hedge or similar agreement, entered into by any Member of the Obligated Group, which agreement may include, without limitation, an interest rate swap, a forward or futures contract or an option (*e.g.* a call, put, cap, floor or collar) and which agreement does not constitute an obligation to repay money borrowed or the equivalent thereof.

“Law” means any law (including common law), constitution, statute, treaty, convention, regulation, rule, ordinance, order, injunction, writ, decree or award of any Governmental Authority with applicable jurisdiction.

“Lender” means PNC Bank, National Association and its successors and assigns.

“Lender Rate” means, for each day of determination, a fluctuating rate per annum, with respect to any Loan, equal to (i) for the period from and including the date the Loan is made to and including the date which is ninety (90) calendar days immediately following such date such Loan is made, the Alternate Base Rate from time to time in effect, (ii) for the period from and including the date which is ninety-one (91) calendar days immediately following the date the Loan is made to and including the date which is one hundred eighty (180) calendar days immediately following such date the Loan is made, the Alternate Base Rate from time to time in effect *plus* one percent (1.0%), and (iii) from and after the date which is one hundred eighty-one (181) calendar days immediately following the earlier of (x) the date the Loan is made and (y) the Term Conversion Date, and for all times thereafter, the Alternate Base Rate from time to time in effect *plus* two percent (2.0%); *provided* that from and after the occurrence of an Event of Default, *“Lender Rate”* shall mean the Default Rate.

“Letter Agreement” means the Letter Agreement dated the date hereof between the Borrower and the Lender, as the same may be amended, modified or supplemented from time to time in accordance with its terms.

“LIBOR Reserve Percentage” means the maximum effective percentage in effect on such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to Eurocurrency funding (currently referred to as “Eurocurrency Liabilities”); *provided* that so long as no such percentage is in effect, the LIBOR Reserve Percentage shall be zero.

“Lien” has the meaning set forth in the Capital Obligation Document.

“Loan” means any loan by the Lender to the Borrower pursuant to Article II hereof. “Loans” means all such Loans collectively.

“*Long-Term Indebtedness*” has the meaning set forth in the Capital Obligation Document.

“*Material Adverse Change*” means (a) a change in the condition, financial or otherwise, of the CHI Credit Group, taken as a whole, (i) that has resulted in a decline in combined net revenues of the CHI Credit Group in excess of 5% or (ii) that has resulted in a decline in combined net assets of the CHI Credit Group in excess of 5%, or (b) that has a material adverse effect on the legality, validity, binding effect or enforceability of any Related Document or any document or agreement referenced therein or relating thereto to which a member of the CHI Credit Group is a party; *provided*, that any litigation or governmental investigation that (x) is materially covered by appropriate insurance and/or (y) appropriately reserved for in accordance with GAAP shall not be deemed to have a material adverse effect on the condition, financial or otherwise, of the CHI Credit Group, taken as a whole; and *provided, further*, that any such decline in either combined net revenues or combined net assets resulting solely from a permitted transfer of Property, merger or dissolution shall not be taken into account in determining a Material Adverse Change. For purposes of this definition, the determination of materiality shall be measured as of the date of the change in condition, financial or otherwise, of the CHI Credit Group, on a pro forma basis, based on the combined net revenues or the combined net assets of the CHI Credit Group, tested as of the last day of the immediately preceding Fiscal Year.

“*Material Adverse Effect*” means (a) a change in the condition, financial or otherwise, of the CHI Credit Group, taken as a whole, (i) that has resulted in a decline in combined net revenues of the CHI Credit Group in excess of 20% or (ii) that has resulted in a decline in combined Net Assets of the CHI Credit Group in excess of 20%, or (b) that has a material adverse effect on the legality, validity, binding effect or enforceability of any Related Document or any document or agreement referenced therein or relating thereto to which a member of the CHI Credit Group is a party; *provided*, that any litigation or governmental investigation that (x) is materially covered by appropriate insurance and/or (y) appropriately reserved for in accordance with GAAP shall not be deemed to have a material adverse effect on the condition, financial or otherwise, of the CHI Credit Group, taken as a whole; and *provided, further*, that any such decline in either combined net revenues or combined net assets resulting solely from a permitted transfer of Property, merger or dissolution shall not be taken into account in determining a Material Adverse Effect. For purposes of this definition, the determination of materiality shall be measured as of the date of the change in condition, financial or otherwise, of the CHI Credit Group, on a pro forma basis, based on the combined net revenues or the combined net assets of the CHI Credit Group, tested as of the last day of the immediately preceding Fiscal Year.

“*Material Default*” means (i) any event or condition that with notice, passage of time or any combination of the foregoing, would constitute an event of default under a Parity Debt Agreement relating to a breach of any financial covenant which measures the financial performance or financial condition of the CHI Credit Group or the CHI Reporting Group or (ii) any event or condition that with notice, passage of time or any combination of the foregoing, would constitute an event of default relating to dissolution, liquidation, reorganization, insolvency, bankruptcy, receivership or similar events under such Parity Debt Agreement or an

event of default under such Parity Debt Agreement similar to Section 6.01(i) or Section 6.01(j) hereof.

“Material Designated Affiliate” has the meaning set forth in the Capital Obligation Document.

“Material Subsidiary” means any member of the CHI Reporting Group whose total revenues accounts for fifty percent (50%) or more of the combined total revenues of the CHI Reporting Group based on the financial statements for the most recent Fiscal Year, or an aggregation or combination of members of the CHI Reporting Group, whose total revenues accounts for fifty percent (50%) or more of the combined total revenues of the CHI Reporting Group based on the financial statements for the most recent Fiscal Year.

“Maturity Date” means August 24, 2017, unless extended or earlier terminated as provided herein.

“Maximum Rate” means the maximum non-usurious interest rate payable by the Borrower under applicable law.

“Member of the Obligated Group” has the meaning set forth in the Capital Obligation Document.

“Moody’s” means Moody’s Investors Services, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns.

“Multiemployer Plan” means a Plan that is a “multiemployer plan” as defined in Section 3(37) or 4001(a)(3) of ERISA.

“Net Assets” means, as of any date of determination, with respect to any such Person, such Person’s total assets less such Person’s total liabilities, in each case as determined in accordance with GAAP.

“Notice of Termination” has the meaning set forth in Section 7.02(b) hereof.

“Notice of Termination Date” has the meaning set forth in Section 7.02(b) hereof.

“Obligations” means all indebtedness, obligations and liabilities of the Borrower to the Lender from time to time arising under or in connection with or evidenced or secured by this Agreement or any other Related Document to which the Borrower is a party, and all extensions, renewals or refinancings thereof, whether such indebtedness, obligations or liabilities are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising. Without limitation of the foregoing, such indebtedness, obligations and liabilities include the principal amount thereof and the interest, fees, indemnities or expenses under or in connection with this Agreement or any other Related Document to which the Borrower is a party, and all extensions, renewals and refinancings thereof, whether or not made in compliance with the terms and

conditions of this Agreement or in excess of the Lender's funding obligations hereunder. Obligations shall remain Obligations notwithstanding any assignment or transfer or any subsequent assignment or transfer of any of the Obligations or any interest therein.

“*OFAC*” has the meaning assigned to such term in Section 3.20(a)(v) hereof.

“*Other Taxes*” means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement.

“*Parity Debt Agreements*” means any credit agreement, insurance agreement, direct purchase agreement, supplemental indenture, Interest Rate Agreement, Supplemental Obligation Document or other agreement, instrument or facility (or any amendment, supplemental or modification thereto) between a Primary Beneficiary and any Member of the Obligated Group relating to Parity Indebtedness that is secured by an Obligation (as defined in the Capital Obligation Document).

“*Parity Indebtedness*” means (A) for purposes of determining the Immediate Termination Events set forth in Article VII hereof, any Indebtedness, as defined in clause (A) of such definition, or Swap Contract that is secured on a parity basis with, or is senior to, the Capital Obligations evidencing and securing the Obligations hereunder; or (B) for all other purpose of this Agreement, any Indebtedness, as defined in clause (B) of such definition or Interest Rate Agreement that is secured on a parity basis with, or is senior to, the Capital Obligations evidencing and securing the Obligations hereunder.

“*Participant*” has the meaning set forth in Section 8.08(b) hereof.

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

“*PBGC*” means the Pension Benefit Guaranty Corporation established under Title IV of ERISA or any other governmental agency, department or instrumentality succeeding to the functions of said corporation.

“*Pension-Related Event*” means any of the following events or conditions that would have a Material Adverse Effect: (a) Any action is taken by any Person (i) to terminate, or that would result in the termination of, a Plan, either pursuant to its terms or by operation of law (including any amendment of a Plan that would result in a termination under Section 4041(e) of ERISA), or (ii) to have a trustee appointed for a Plan pursuant to Section 4042 of ERISA; (b) The PBGC notifies any Person of its determination that an event described in Section 4042 of ERISA has occurred with respect to a Plan, that a Plan should be terminated, or that a trustee should be appointed for a Plan; (c) Any Reportable Event occurs with respect to a Plan; (d) Any action occurs or is taken that would reasonably be expected to result in the Borrower becoming subject to liability for a complete or partial withdrawal by any Person from a Multiemployer Plan

(including seller liability incurred under Section 4204(a)(2) of ERISA), or the Borrower or any Controlled Group Member receives from any Person a notice or demand for payment on account of any such alleged or asserted liability; (e) (i) There occurs any failure to meet the minimum funding standard under Section 302 of ERISA or Section 412 of the Code with respect to a Plan, or any tax return is filed showing any tax payable under Section 4971(a) of the Code with respect to any such failure, or the Borrower or any Controlled Group Member receives a notice of deficiency from the Internal Revenue Service with respect to any alleged or asserted such failure, or (ii) any request is made by any Person for a variance from the minimum funding standard, or an extension of the period for amortizing unfunded liabilities, with respect to a Plan, or (iii) the Borrower or any Controlled Group Member fails to pay the PBGC premium with respect to a Plan when due and it remains unpaid for more than 30 days thereafter; or (f) There occurs any “prohibited transaction” within the meaning of Section 406 of ERISA or Section 4975 of the Code involving a Plan.

“*Permitted Encumbrances*” has the meaning ascribed thereto as of the date hereof in the Capital Obligation Document.

“*Person*” means an individual, a partnership, a corporation (including a business trust), a limited liability company, a trust, an unincorporated association, a joint venture or any other entity.

“*Plan*” means (a) any employee pension benefit plan within the meaning of Section 3(2) of ERISA (other than a Multiemployer Plan) covered by Title IV of ERISA by reason of Section 4021 of ERISA, of which the Borrower or any Controlled Group Member is or has been within the preceding five years a “contributing sponsor” within the meaning of Section 4001(a)(13) of ERISA, or that is or has been within the preceding five years maintained for employees of the Borrower or any Controlled Group Member, (b) any employee pension benefit plan within the meaning of Section 3(2) of ERISA (other than a Multiemployer Plan) that is subject to Title I of ERISA by reason of Section 4 of ERISA and is subject to the minimum funding requirements of Section 302 of ERISA or Section 412 of the Code, of which the Borrower or any Controlled Group Member is or has been within the preceding five years an employer liable for contributions within the meaning of Section 302(c)(11) of ERISA or Section 412(c)(11) of the Code, or that is or has been within the preceding five years maintained for employees of the Borrower or any Controlled Group Member, or (c) any ERISA Plan.

“*Plan Termination Event*” means (i) a “reportable event” described in Section 4043 of ERISA and the regulations issued thereunder (other than, a “reportable event” not subject to the provision for 30-day notice to the PBGC under such regulations) occurring with respect to a Plan, or (ii) the withdrawal of the Borrower or any of Controlled Group Member from a Plan during a plan year in which it was a “substantial employer” as defined in Section 4001(a)(2) of ERISA, or (iii) the filing of a notice of intent to terminate a Plan or the treatment of a Plan amendment as a termination under Section 4041 of ERISA, or (iv) the institution of proceedings to terminate a Plan by the PBGC, or (v) any other event or condition that might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan.

“*Primary Beneficiary*” means a bank, bond insurer, swap provider or any other Person that is party to a Parity Debt Agreement with the Borrower or any other Member of the Obligated Group, including without limitation the Capital Obligation Trustee.

“*Prime Rate*” means, for any day, the per annum rate of interest in effect for such day as publicly announced from time to time by the Lender as its “*Prime Rate*,” such rate being the rate of interest most recently announced within the Lender at its principal office as its “*Prime Rate*,” with the understanding that the Lender’s “*Prime Rate*” is one of the Lender’s base rates and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto, and is evidenced by the recording thereof after its announcement in such internal publication or publications as the Lender may designate. Any change in the Lender’s “*Prime Rate*” as announced by the Lender shall take effect at the opening of business on the day specified in the public announcement of such change. Each determination of the Prime Rate by the Lender shall be deemed conclusive and binding on the Borrower absent manifest error.

“*Property*” has the meaning set forth in the Capital Obligation Document.

“*Published Rate*” means 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, than the Published Rate shall be the eurodollar rate for a one month period as published in another publication selected by the Lender).

“*Rating Agency*” means Moody’s, Fitch and/or S&P, as applicable.

“*Related Documents*” means this Agreement, the Letter Agreement, the Capital Obligation Document, the Capital Obligation and the Sixty-Third Supplemental Obligation Document, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the forgoing.

“*Related Parties*” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person’s Affiliates.

“*Relevant Indebtedness*” means any Indebtedness of the Borrower that is secured by the Capital Obligation Document (other than Indebtedness of the Borrower that is by its terms expressly subordinated to the “Obligations” of the Borrower under and as defined in the Capital Obligation Document).

“*Reportable Event*” means (i) a reportable event described in Section 4043 of ERISA and regulations thereunder, (ii) a withdrawal by a substantial employer from a Plan to which more than one employer contributes, as referred to in Section 4063(b) of ERISA, (iii) a cessation of operations at a facility causing more than twenty percent (20%) of Plan participants to be separated from employment, as referred to in Section 4068(f) of ERISA, or (iv) a failure to make a required installment or other payment with respect to a Plan when due in accordance with

Section 412 of the Code or Section 302 of ERISA that causes the total unpaid balance of missed installments and payments (including unpaid interest) to exceed \$1,000,000.

“*Revolving Credit Exposure*” means, with respect to the Lender at any time, the sum of the outstanding principal amount of the Lender’s Loans at such time.

“*Security*” means the general obligation of the Members of the Obligated Group, jointly and severally, to make all payments on the Obligations (as defined in the Capital Obligation Document) pursuant to the Capital Obligation Document.

“*Significant Subsidiary*” means any member of the CHI Reporting Group whose total revenues accounts for thirty-five percent (35%) or more of the combined total revenues of the CHI Reporting Group based on the financial statements for the most recent Fiscal year or an aggregation or combination of members of the CHI Reporting Group, whose total revenues accounts for thirty-five percent (35%) or more of the combined total revenues of the CHI Reporting Group based on the financial statements for the most recent Fiscal year.

“*Sixty-Third Supplemental Obligation Document*” means that certain Sixty-Third Supplemental Obligation Document dated as of August 25, 2014, between the Borrower and the Capital Obligation Trustee, pursuant to which the Borrower will issue the Capital Obligation.

“*Standard & Poor’s*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, a corporation organized and existing until the laws of the State of New York, its successors and assigns.

“*State*” means the State of Colorado.

“*Subsidiary*” of a Person means (a) any corporation more than fifty percent (50%) of the outstanding securities or interests having ordinary voting power of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, and (b) any partnership, limited liability company, association, joint venture or similar business organization more than fifty percent (50%) of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled, and (c) with respect to Borrower, any Person (other than Borrower) included in the “CHI Credit Group” as defined in the Capital Obligation Document. Unless otherwise expressly provided, all references herein to a “*Subsidiary*” shall mean a Subsidiary of the Borrower.

“*Supplemental Obligation Document*” has the meaning set forth in the Capital Obligation Document.

“*Suspension Event*” has the meaning set forth in Section 7.02(c) hereof.

“*Swap Contract*” means any Interest Rate Agreement entered into by any Member of the Obligated Group that is associated with any Parity Indebtedness.

“*Taxes*” means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

“*Term Conversion Date*” has the meaning set forth in Section 2.13 hereof.

“*Term Loan*” and “*Term Loans*” have the meanings set forth in Section 2.13 hereof.

“*Term Loan End Date*” means, for with respect to each Loan, the date that is the three-year anniversary of the Term Conversion Date.

“*Term Loan Payment Date*” means, with respect to any Term Loan, the last day of each March, June, September and December.

“*Termination Date*” means the earliest to occur of (i) the Maturity Date; (ii) the date the Commitment is terminated or permanently reduced to zero pursuant to Section 2.05(b) or Section 7.02 hereof; (iii) the date this Agreement is replaced with an alternate credit or liquidity facility; and (iv) the date on which the Borrower has no variable rate bonds or commercial paper outstanding.

“*Unrestricted Cash and Investments*” means the sum of cash, cash equivalents and readily marketable investment securities (including board designated funds), but excluding: (A) trustee-held funds, trustee held reserves, trustee held deposits or set-asides, malpractice funds, litigation reserves (to the extent such litigation reserves are restricted in a manner that such funds may not be used to pay debt service or other operating expenses), self-insurance or captive insurer funds, pension or retirement funds, and any other funds set aside or reserved in such a manner so as to restrict the funds so that such funds are not available to the Borrower (or any other member of the CHI Credit Group) to pay debt service on Indebtedness; and (B) any amounts pledged or posted, or required to be pledged or posted, to secure obligations under an Interest Rate Agreement. For purposes of this definition of “*Unrestricted Cash and Investments*”, if marketable investment securities are loaned pursuant to a security lending program, either the market value of such securities that are loaned or any cash held as collateral under such lending program shall be included as Unrestricted Cash and Investments, but not both such amounts.

“*Unrestricted Net Assets*” means, as of any date of determination, with respect to any such Person, all Net Assets of such Person the use of which is not temporarily or permanently restricted in any manner or to any extent, in each case as determined in accordance with GAAP.

“*Variable Rate Bonds*” means any bonds issued by or for the benefit of the Borrower and/or the members of the CHI Credit Group that are, by their terms, subject to periodic tender for purchase.

Section 1.02. Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding.”

Section 1.03. Construction. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the part include the whole. The word “including” shall be deemed to mean “including but not limited to,” and “or” has the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The Section headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Section, subsection and exhibit references are to this Agreement unless otherwise specified.

Section 1.04. Incorporation of Certain Definitions by Reference. Any capitalized term used herein and not otherwise defined herein shall have the meaning provided therefor in the Capital Obligation Document.

Section 1.05. Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with Generally Accepted Accounting Principles. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth this Agreement, and either the Borrower or the Lender shall so request, the Lender and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; *provided* that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Lender financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP. As of the Closing Date, GAAP classifies certain leases as “operating leases” and others as “capital leases” by applying certain criteria to distinguish between the two classifications. If, after the Closing Date, there shall occur any change in GAAP and such change shall result in a change in the classification of certain leases from operating leases to capital leases (whether such leases were placed as of the Closing Date or entered into at a future date), such reclassification shall be deemed not effective for purposes of this Agreement in its entirety. No delay by the Borrower or the Lender in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles.

Section 1.06. Relation to Other Documents; Acknowledgment of Different Provisions of Related Documents; Incorporation by Reference. (a) Nothing in this Agreement shall be deemed to amend, or relieve the Borrower of its obligations under, any Related Document to which it is a party. Conversely, to the extent that the provisions of any Related Document allow the Borrower to take certain actions, or not to take certain actions, with regard for example to Permitted Encumbrances, incurrence of Indebtedness, transfers of assets, maintenance of financial ratios and similar matters, the Borrower nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) of this Section 1.06, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific Sections of any Related Document shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided).

ARTICLE II

THE FACILITY

Section 2.01. Commitments. Subject to the terms and conditions set forth herein, the Lender agrees to make Loans to the Borrower from time to time during the Availability Period in an aggregate principal amount that will not result in the Lender's Revolving Credit Exposure exceeding the Lender's Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Loans.

Section 2.02. Making the Loans. At the time that each Loan is made, such Loan shall be in an aggregate amount that is an integral multiple of \$500,000 and not less than \$1,000,000; *provided* that a Loan may be in an aggregate amount that is equal to the entire unused balance of the Commitment.

Section 2.03. Request for Loans. To request a Loan, the Borrower shall notify the Lender of such request by telephone not later than 12:15 p.m., New York City time, on the date of the proposed Loan. Each such Borrowing Request shall be irrevocable and shall be confirmed promptly by personal delivery or telecopy to the Lender of a written Borrowing Request in the form of Exhibit A (or any other form approved by the Lender) and signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02 hereof:

- (1) the aggregate amount of the requested Loan;
- (2) the date of such Loan, which shall be a Business Day; and
- (3) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.04 hereof.

Section 2.04. Funding of Loans. The Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 2:15 p.m., New York City time, to the account of the Borrower most recently designated by it for such purpose in the applicable Borrowing Request.

Section 2.05. Termination and Reduction of Commitment. (a) The Commitment shall terminate on the Termination Date.

(b) The Borrower may at any time terminate, or from time to time reduce, the Commitment; *provided* that (i) each reduction of the Commitment shall be in an amount that is an integral multiple of \$500,000 and not less than \$1,000,000 and (ii) the Borrower shall not terminate or reduce the Commitment if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.07 hereof, the sum of the Revolving Credit Exposure would exceed the Commitment.

(c) The Borrower shall notify the Lender of any election to terminate or reduce the Commitment under paragraph (b) of this Section at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; *provided* that a notice of termination of the Commitment delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower (by notice to the Lender on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitment shall be permanent.

Section 2.06. Repayment of Loans; Evidence of Debt. (a) Subject to Section 2.13 hereof, the Borrower hereby unconditionally promises to pay to the Lender the then unpaid principal amount of each Loan on the Termination Date.

(b) If at any time the sum of the Revolving Credit Exposure of the Lender exceeds the Commitment, the Borrower shall immediately repay Loans in an aggregate principal amount sufficient to cause the remaining outstanding Loans not to exceed the total Commitment.

(c) The Lender shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to the Lender hereunder, and (iii) the amount of any sum received by the Lender hereunder for the account of the Lender.

(d) The entries made in the accounts maintained pursuant to paragraph (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; *provided* that the failure of the Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) The Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to the Lender a promissory note payable to the order of the Lender (or, if requested by the Lender, to the Lender and its registered assigns) and in a form approved by the Lender.

Section 2.07. Prepayment of Loans. (a) The Borrower shall have the right at any time and from time to time to prepay any Loan in whole or in part, subject to prior notice in accordance

with paragraph (b) of this Section; *provided* that each repayment shall be in an aggregate amount that is an integral multiple of \$500,000 and not less than \$1,000,000.

(b) The Borrower shall notify the Lender by telephone (confirmed by telecopy) of any prepayment hereunder, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Loan or portion thereof to be prepaid; *provided that*, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitment as contemplated by Section 2.05, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.05. Each partial prepayment of any Loan shall be in an amount that would be permitted in the case of an advance of a Loan as provided in Section 2.02. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.09.

Section 2.08. Fees. The Borrower hereby agrees to pay, or cause to be paid, to the Bank the fees specified in the Letter Agreement (the "*Fees*"), and such Fees shall be payable on the dates and in the amounts set forth therein. The terms and provisions of the Letter Agreement are incorporated herein by reference. All references to amounts or obligations due hereunder or in this Agreement shall be deemed to include all amounts and obligations (including without limitation all fees and expenses) under the Letter Agreement.

Section 2.09. Interest. (a) The Loans shall bear interest at the Lender Rate.

(b) In the event that the rate of interest payable hereunder shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Rate (the "*Excess Interest Amount*"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Rate, at which time the Borrower shall pay to the Lender, with respect to amounts then payable to the Lender that are required to accrue interest hereunder, such portion of the deferred Excess Interest Amount as will cause the rate of interest then paid to the Lender, to equal the Maximum Rate, which payments of deferred Excess Interest Amount shall continue to apply to such unpaid amounts hereunder until all deferred Excess Interest Amount is fully paid to the Lender. Notwithstanding the foregoing, on the date on which no principal amount with respect to the Loans remains unpaid, the Borrower shall pay to the Lender a fee equal to any accrued and unpaid Excess Interest Amount.

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to the Default Rate. Additionally, upon the occurrence and during the continuance of any other Event of Default, all amounts due and owing hereunder shall bear interest at the Default Rate.

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan (except as otherwise provided in Section 2.13); *provided* that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand, and (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.

(e) All interest hereunder shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate shall be determined by the Lender, and such determination shall be conclusive absent manifest error.

Section 2.10. Increased Costs. (a) If any Change in Law shall:

(i) limit the deductibility of interest on funds obtained by the Lender to pay any of its liabilities or subject the Lender to any tax, duty, charge, deduction or withholding on or with respect to payments relating to this Agreement, or any amount paid or to be paid by the Lender under this Agreement (other than any tax measured by or based upon the overall net income of the Lender imposed by any jurisdiction having control over the Lender);

(ii) impose, modify, require, make or deem applicable to the Lender any reserve requirement, capital or liquidity requirement, special deposit requirement, insurance assessment or similar requirement against any assets held by, deposits with or for the account of, or loans, letters of credit or commitments by, an office of the Lender;

(iii) change the basis of taxation of payments due the Lender under this Agreement (other than by a change in taxation of the overall net income of the Lender);

(iv) cause or deem liquidity or credit facilities to be assets held by the Lender and/or as deposits on its books; or

(v) impose upon the Lender any other condition with respect to this Agreement or any other Related Document including, without limitation, any amount paid or payable to or by the Lender or with respect to this Agreement or any of the other Related Documents;

and the result of any of the foregoing is to increase the cost to the Lender of making any payment or maintaining this Agreement, or to reduce the amount of any payment (whether of principal, interest or otherwise) receivable by the Lender, or to reduce the rate of return on the capital of the Lender or to require the Lender to make any payment on or calculated by reference to the gross amount of any sum received by it, in each case by an amount which the Lender in its reasonable judgment deems material, then:

(1) the Lender shall promptly notify the Borrower in writing of such event;

(2) the Lender shall promptly deliver to the Borrower a certificate stating the change which has occurred or the reserve requirements or other costs or conditions which have been imposed on the Lender or the request, direction or requirement with which it has complied, together with the date thereof, the amount of such increased cost, reduction or payment and a reasonably detailed description of the way in which such amount has been calculated, and the Lender's determination of such amounts, absent fraud or manifest error, shall be conclusive; and

(3) the Borrower shall pay to the Lender, from time to time as specified by the Lender, such an amount or amounts as will compensate the Lender for such additional cost, reduction or payment.

The protection of this Section 2.10 shall be available to the Lender regardless of any possible contention of invalidity or inapplicability of the law, regulation or condition which has been imposed; *provided, however*, that if it shall be later determined by the Lender that any amount so paid by the Borrower pursuant to this Section 2.10 is in excess of the amount payable under the provisions hereof, the Lender shall refund such excess amount to the Borrower. Notwithstanding the foregoing, for purposes of this Agreement (a) all requests, rules, guidelines or directives in connection with the Dodd-Frank Act shall be deemed to be a Change in Law, regardless of the date enacted, adopted or issued, and (b) all requests, rules, guidelines or directives promulgated by the Lender for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or any Governmental Authority shall be deemed a Change in Law regardless of the date enacted, adopted or issued.

(b) The obligations of the Borrower under this Section 2.10 shall survive the termination of this Agreement.

Section 2.11. Taxes. (a) Any and all payments by or on account of any obligation of the Borrower hereunder shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; *provided* that if the Borrower shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Borrower shall indemnify the Lender, within 30 days after written demand by the Lender therefor (together with the certificate described in the last sentence of this Section 2.11(c)), for the full amount of any Indemnified Taxes or Other Taxes paid by the Lender on or with respect to any payment by or on account of any obligation of the Borrower hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising

therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender.

(e) If the Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 2.11, it shall pay over such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 2.11 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided*, that the Borrower, upon the request of the Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Lender in the event the Lender is required to repay such refund to such Governmental Authority. This Section shall not be construed to require the Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

Section 2.12. Payments Generally. The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or of amounts payable under Section 2.10 or 2.11 hereof or otherwise) prior to 2:00 p.m., New York City time, on the date when due, in immediately available funds, without set off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Lender, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Lender at its offices at PNC Bank, National Association,

[REDACTED] (or such other office or account as shall be designated to the Borrower in writing). If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in Dollars.

Section 2.13. Term-Out. Subject to the condition set forth below in this Section 2.13, the aggregate outstanding principal amount of each Loan of the Lender shall convert on the Maturity Date (the “*Term Conversion Date*”) to a term loan of the Lender in said amount (each, a “*Term Loan*” and collectively the “*Term Loans*”). Each Term Loan shall bear interest from and including the Term Conversion Date until the payment thereof in full at the Lender Rate and shall otherwise constitute a Loan for all purposes of this Agreement. The Borrower agrees to repay to the Lender the unpaid principal amount of the Term Loans (together with interest

accrued thereon) in twelve (12) approximately equal installments of principal, commencing on the first Term Loan Payment Date immediately succeeding the Term Conversion Date (provided that if such first Term Loan Payment Date would occur less than thirty (30) Business Days following the Term Conversion Date, the first repayment date of the Term Loan shall instead be second Term Loan Payment Date immediately succeeding the Term Conversion Date) and on each subsequent Term Loan Payment Date thereafter, with the last such payment occurring on the Term Loan End Date. Anything in this Section 2.13 to the contrary notwithstanding, any such conversion shall be subject to the conditions precedent that no Event of Default shall have occurred and be continuing on the Term Conversion Date or would result from such conversion.

Section 2.14. Extended Bank Facility Period. The Maturity Date may be extended from time to time, at the request of the Borrower made not later than one hundred twenty (120) days prior to the then current Maturity Date by agreement in writing between the Borrower and the Lender (the period from the preceding Maturity Date to such new Maturity Date being herein sometimes called the “*Extended Bank Facility Period*”). The Extended Bank Facility Period may itself be extended in a like manner for additional periods. The Lender has no obligation to agree to any Extended Bank Facility Period. If the Lender, in its sole and absolute discretion, determines to extend any such period, the Lender shall give written notice of the election to extend to the Borrower not more than sixty (60) days following receipt by the Lender of the Borrower’s request for such extension of the then Maturity Date. The Borrower shall promptly notify the Rating Agencies of the Lender’s determination to extend or not extend the Maturity Date of this Agreement. At the time of any extension, the Lender may, in its sole and absolute discretion, renegotiate terms and conditions of this Agreement, including the Fees and the interest rates applicable to the Loans. Notwithstanding anything in this paragraph to the contrary, if the Lender fails to give notice of an election to extend this Agreement, this Agreement shall expire at the Maturity Date or Extended Bank Facility Period then in effect (subject, in all instances, to the provisions of Section 2.13).

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Lender as follows, *provided* that each such representation and warranty by the Borrower with respect to a Designated Affiliate, or which is otherwise inclusive of a Designated Affiliate, shall be limited, as it pertains to such Designated Affiliate(s), to the knowledge of the Borrower:

Section 3.01. Corporate Status. The Borrower and each of the other members of the CHI Reporting Group is a corporation or other entity duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation. The Borrower and each of the other members of the CHI Reporting Group has corporate or other legal power and authority to own its Property and to transact the business in which it is currently engaged. The Borrower and each of the other members of the CHI Reporting Group is duly qualified to do business as a foreign corporation and is in good standing in all jurisdictions in which the ownership of its Property or the nature of its activities or both makes such qualification necessary.

Section 3.02. Power and Authorization. The Borrower has all requisite power and authority to execute, deliver, perform, and take all actions contemplated by, this Agreement and each other Related Document to which it is a party, and all such action has been duly and validly authorized by all necessary corporate proceedings on its part. Without limitation of the foregoing, the Borrower has the corporate power and authority to borrow pursuant to, and perform all other obligations under, this Agreement and the other Related Documents to which it is a party to the fullest extent permitted hereby and thereby from time to time, and has taken all necessary action to authorize such borrowings and the performance of such other obligations.

Section 3.03. Execution and Binding Effect. This Agreement and each other Related Document to which the Borrower is a party has been duly and validly executed and delivered by the Borrower, and each constitutes the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

Section 3.04. Governmental Approvals. All authorizations, consents, licenses, orders and other approvals of, and registrations and filings with, and taking of any other action in respect of or by, any court or Governmental Authority (collectively, "*Governmental Action*"), or by the holders of any debt or equity securities of the Borrower, in each case, that are required in connection with execution and delivery of this Agreement or any other Related Document or the consummation of the transactions herein or therein contemplated, have been obtained or made, as the case may be, and are in full force and effect, and there is no action, suit, proceeding or investigation pending or threatened that seeks or may result in the reversal, rescission, termination, modification or suspension of any such Governmental Action or debt or equity holder action.

Section 3.05. Absence of Conflicts. Neither the execution and delivery of this Agreement or any other Related Document, nor consummation of the transactions herein or therein contemplated, nor performance of or compliance with the terms and conditions hereof or thereof does or will

(a) violate or conflict with any Law, or

(b) violate any order, writ, injunction or decree of any court or Governmental Authority, or the articles of incorporation or by-laws of the Borrower, or result in a breach of the terms conditions or provisions of, or constitute a default under, or result in the creation or imposition of any Lien upon any of the Property of the Borrower pursuant to the terms of, any mortgage, indenture, agreement or other instrument to which the Borrower is a party or by which the Borrower or any of its Property is bound.

Section 3.06. Audited Financial Statements. The Borrower has heretofore furnished to the Lender the audited financial statements of the CHI Reporting Group for the fiscal year ended June 30, 2013, and the unaudited financial statements of the CHI Reporting Group for the nine month period ended March 31, 2014, and the audited statement of cash flow of the Borrower for

the fiscal year ended June 30, 2013 and the unaudited statement of cash flows of the Borrower for the nine month period ended March 31, 2014. Such audited financial statements (including the notes thereto) have been prepared in accordance with GAAP and present fairly the financial condition of the CHI Reporting Group as of such date and results of its operation for the period then ended, and such audited statement of cash flow of the Borrower presents fairly the changes in cash flow as of such date and for the period then ended. Since March 31, 2014, there has been no material adverse change in the financial condition, properties and operations of the CHI Reporting Group.

Section 3.07. Absence of Undisclosed Liabilities. Neither the Borrower nor the CHI Reporting Group has any liability or obligation of any nature whatever (whether absolute, accrued, contingent or otherwise, whether or not due), forward or long-term commitments or unrealized or anticipated losses from unfavorable commitments that has, or would be likely to have, a Material Adverse Change, except (a) as disclosed in the financial statements referred to in Section 3.06 and (b) liabilities, obligations, commitments and losses incurred after March 31, 2014 in the ordinary course of business and consistent with past practices.

Section 3.08. Accurate and Complete Disclosure. All statements, information, financial statements, reports and other papers and data with respect to the Borrower and the other members of the CHI Reporting Group furnished to the Lender were, at the time the same were so made or furnished to the Lender, complete and correct in all material respects. There is no fact, circumstance or condition that is known to the Borrower but that has not been disclosed by the Borrower to the Lender that materially and adversely affects, or in the future may (so far as the Borrower can foresee) materially and adversely affect, the validity or enforceability of, or the authority or ability of the Borrower to perform its obligations under, this Agreement and the other Related Documents to which the Borrower is a party or the business, financial condition, results of operations or prospects of the Borrower or any other member of the CHI Reporting Group. No document furnished or statement made by the Borrower in connection with the negotiation, preparation or execution of this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading.

Section 3.09. Regulatory Restrictions. Neither the Borrower nor any of its Subsidiaries is (a) an “investment company” or a company “controlled” by an investment company within the meaning of the Investment Company Act of 1940, as amended, or (b) subject to any other Law that purports to restrict or regulate its ability to borrow money or obtain credit as a consequence of the nature of the business conducted by such Person.

Section 3.10. Litigation. There is no pending or to the Borrower’s knowledge threatened in writing action, suit, proceeding, inquiry or investigation by or before any Governmental Authority against the Borrower or any of its Subsidiaries, which, if adversely decided, would reasonably be expected to have a Material Adverse Change.

Section 3.11. Absence of Events of Default. (i) No event has occurred and is continuing and no condition exists that constitutes an Event of Default or Default, and (ii) neither the Borrower nor any other member of the CHI Reporting Group is in default under (a) any order,

writ, injunction or decree of any court or governmental body, agency or other instrumentality applicable to it, or (b) any Law, or (c) any of its Indebtedness, or (d) any contract, agreement or instrument to which it is a party or by which it or its Property is bound, in each case, which default could have a Material Adverse Change.

Section 3.12. Insurance. The Borrower maintains insurance (either through a self-insurance program and/or with financially sound and reputable insurers) with respect to its Properties and business and against at least such liabilities, casualties and contingencies and in at least such types and amounts as are customary in the case of corporations engaged in the same or similar businesses or having similar properties similarly situated.

Section 3.13. Tax Status. The Borrower (a) is an organization described in Section 501(c)(3) of the Code; (b) is not a “private foundation” as described in Section 509(a) of the Code; (c) is included in the United States Conference of Catholic Bishops Group Ruling from the Internal Revenue Service to the effect that the institutions listed in the edition of the Official Catholic Directory referenced therein are such organizations, and is listed in the Official Catholic Directory referred to in such Group Ruling, which listing 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 that will not affect its tax exempt status. All tax returns or reports of the Borrower required by law have been filed, and to its knowledge, all tax returns or reports of the Borrower’s Subsidiaries required by law have been filed, and all taxes, assessments, contributions, fees and other governmental charges (other than those presently payable without penalty or interest and those currently being contested in good faith and against which adequate reserves have been established) upon the Borrower or its Subsidiaries or their assets, properties or income, that are payable, have been paid other than returns the failure of which to file will not cause a Material Adverse Change.

Section 3.14. Employee Benefits. Except as set forth below in this Section 3.14, each “employee benefit plan,” within the meaning of Section 3(3) of ERISA, previously established or presently maintained by the Borrower or a Controlled Group Member was so established and/or is presently maintained: (a) by an entity that 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 also maintains certain “employee benefit plans,” within the meaning of Section 3(3) of ERISA that are not “church plans,” within the meaning of Section 3(3) of ERISA, which are subject to ERISA (collectively the “ERISA Plans”) and 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. Neither the Borrower nor any Controlled Group Member has ever had any Pension-Related Event or Plan Termination Event.

Section 3.15. Environmental. To the Borrower’s knowledge, after due inquiry, the facilities and properties that are integral to the operations of the Borrower’s or any of its

Subsidiaries' health care facilities are in material compliance with all applicable Environmental Laws, except to the extent such non-compliance would not have a Material Adverse Change.

Section 3.16. No Margin Stock. No part of the proceeds of any Loan hereunder will be used for the purpose of buying or carrying any "margin stock", as such term is used in Regulation U of the Board of Governors of the Federal Reserve System, as amended from time to time, or to extend credit to others for the purpose of buying or carrying any "margin stock". The Borrower is not engaged in the business of extending credit to others for the purpose of buying or carrying "margin stock". The Borrower does not own any "margin stock".

Section 3.17. 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.

Section 3.18. Subsidiaries. Other than the other members of the CHI Credit Group, the Borrower has no Subsidiaries. There are no restrictions on the Borrower or any of its Subsidiaries that 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.

Section 3.19. Relevant Indebtedness. The obligations owed to the Lender hereunder are secured by the Capital Obligation, constitute Relevant Indebtedness, are not and shall not be subordinated to other Relevant Indebtedness and will be treated on a pari passu basis with all other Relevant Indebtedness.

Section 3.20. Anti-Terrorism Laws. Neither the Borrower nor any of its Affiliates is in violation of any laws relating to terrorism or money laundering ("*Anti-Terrorism Laws*"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "*Executive Order*"), and the Patriot Act;

- (a) Neither the Borrower nor any of its Affiliates is any of the following:
 - (i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
 - (ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
 - (iii) a Person with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;
 - (iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(v) a Person that is named as a “specially designated national and blocked person” on the most current list published by the Office of Foreign Asset Control (“OFAC”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list;

(b) Neither the Borrower nor any of its Affiliates (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (a)(ii) above, (ii) deals in, or otherwise engages in any transaction relating to, any Property or interests in Property blocked pursuant to the Executive Order or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

ARTICLE IV

CONDITIONS

Section 4.01. Effectiveness of this Amended and Restated Agreement. The effectiveness of this Agreement and the obligation of the Lender to make Loans hereunder shall not become effective until the date on which each of the following conditions is satisfied or waived. Delivery by the Lender of fully executed signature pages to this Agreement shall constitute acknowledgment and acceptance by the Lender that all such conditions have been satisfied or waived.

(a) *Agreement.* The Lender (or its counsel) shall have received from the Borrower an executed original (or written evidence satisfactory to the Lender, which may include telecopy transmission of a signed signature page of this Agreement, that such party has signed a counterpart of this Agreement) of this Agreement and the Sixty-Third Supplemental Obligation Document and a certified copy of each of the other Related Documents.

(b) *Capital Obligation.* The Lender shall have received an executed original of the Capital Obligation.

(c) *Corporate Proceedings; Tax Status.* The Lender shall have received certificates by the Secretary or Assistant Secretary of the Borrower dated as of the Closing Date as to (i) true copies of the articles of incorporation and by-laws of the Borrower in effect on such date (which, in the case of articles of incorporation, shall be certified to be true, correct and complete by the Secretary of State of the State of Colorado not more than 30 days before the Closing Date), (ii) evidence of corporate authority for the Borrower to enter into this Agreement, (iii) the incumbency and signature of the respective officers of the Borrower executing this Agreement and (iv) a true copy of the IRS letter to the United States Conference of Catholic Bishops, together with a page from the Official Catholic Directory showing the inclusion of the Borrower therein.

(d) *Legal Opinions.* The Lender shall have received an opinion addressed to the Lender, dated the Closing Date, by counsel to the Borrower, in form and substance satisfactory to the Lender.

(e) *Fees, Expenses, etc.* All fees and other compensation required to be paid to the Lender pursuant hereto on or prior to the Closing Date shall have been paid or received.

(f) *Closing Certificate.* The Lender shall have received (i) the audited financial statements of the CHI Reporting Group for the fiscal year ended June 30, 2013 and the unaudited financial statements of the CHI Reporting Group for the nine month period ended March 31, 2014 and (ii) a certificate, dated the Closing Date and signed by the President or a Vice President or a Responsible Officer of the Borrower, certifying that (A) the representations and warranties of the Borrower set forth in this Agreement shall be true and correct on and as of Closing Date, and (B) at the time of and immediately after giving effect to this Agreement, no Default or Event of Default shall have occurred and be continuing.

(g) *Ratings.* The Lender shall have received satisfactory evidence that the Borrower has been assigned long-term unenhanced ratings of “A+” by Standard & Poor’s, “A1” by Moody’s and “A+” by Fitch.

(h) *Additional Matters.* The Lender shall have received such other certificates, opinions, documents and instruments as may be reasonably requested by the Lender (or its counsel). All corporate and other proceedings, and all documents, instruments and other matters in connection with the transactions contemplated by this Agreement and the other Related Documents shall be satisfactory in form and substance to the Lender in its reasonable discretion.

Section 4.02. Each Credit Event. The obligation of the Lender to make a Loan on any date, is subject to the satisfaction of the following conditions:

(a) The Lender shall have timely received the Borrowing Request as provided in Section 2.03 hereof.

(b) At the time of making such Loan, no Immediate Termination Event shall have occurred and no Suspension Event shall have occurred and be continuing.

Each Loan shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraph (b) of this Section.

ARTICLE V

AFFIRMATIVE COVENANTS

The Borrower hereby covenants to the Lender as follows, *provided* that each such covenant by the Borrower with respect to a Designated Affiliate, or which is otherwise inclusive of a Designated Affiliate, shall be limited, as it pertains to such Designated Affiliate(s), to the best efforts of the Borrower:

Section 5.01. Reporting Requirements.

(a) *Capital Obligation Disclosure Obligations.* The Borrower shall provide to the Lender, at the same time it is provided to the Capital Obligation Trustee, the materials and notices required to be delivered to the Capital Obligation Trustee pursuant to Section 406 of the Capital Obligation Document, including, without limitation, the financial reports of the Borrower and the Borrower Participants for each Fiscal Year, all as set forth in Section 406 of the Capital Obligation Document.

(b) *Financial Information.* In addition to the annual information required by Section 406 of the Capital Obligation Document, the Borrower shall, not later than ninety (90) days after the end of each of the first three quarters of the Borrower's Fiscal Year, provide quarterly unaudited financial information for the Borrower, the Borrower Participants and the Material Designated Affiliates prepared by the Borrower. Additionally, the Borrower shall, not later than ninety (90) days after the end of the fourth quarter of the Borrower's Fiscal Year, provide quarterly unaudited financial information for the Borrower and the Borrower Participants prepared by the Borrower. The unaudited financial information shall include a condensed balance sheet and a consolidated statement of operations, presented on a basis substantially consistent with the format of the financial statements.

(c) *Default Certificates; Compliance with Financial Covenants.* Within ninety (90) days after the close of each of the first three fiscal quarters of each Fiscal Year of the Borrower and within one hundred fifty (150) days after the close of each Fiscal Year of the Borrower, the Borrower shall provide to the Lender a certificate in the form of Exhibit B hereto signed by an authorized officer of the Borrower that (i) states that no Event of Default or Default has occurred and is continuing as of the date of such certificate or, if such an Event of Default or Default has occurred and is continuing, specifying the nature thereof and the steps the Borrower is taking to remedy the same and (ii) only for the certificate delivered within one hundred fifty (150) days after the close of each Fiscal Year of the Borrower, sets forth in reasonable detail the calculation of the financial covenants set forth in Section 6.01 hereof.

(d) *Other Material Events.* The Borrower shall give, or cause to be given, to the Lender, within the time period indicated below, notice of the occurrence of each of the following events:

(1) not later than 10 Business Days after the chief executive officer, the chief financial officer, the treasurer, the vice president, treasury services or the general counsel of Borrower has actual knowledge of the occurrence of any Default or Event of Default, notice of such Default or Event of Default and notice specifying in reasonable detail the nature and period of existence thereof and what action the Borrower has taken or proposes to take with respect thereto;

(2) not later than 15 Business Days after the chief executive officer, the chief financial officer, the treasurer, the vice president, treasury services or the general counsel of Borrower has actual knowledge of the occurrence of any "default" or "event of default" as defined under any Related Document or any Parity Debt Agreement, notice of

such default or event of default, and notice specifying in reasonable detail the nature and period of existence thereof and what action the Borrower has taken or proposes to take with respect thereto; and

(3) not later than 10 Business Days after obtaining knowledge of the occurrence of any of the listed events set forth in CFR § 240.15c2-12 as in effect on the Closing Date with respect to any Parity Indebtedness, notice of such event..

(e) *Further Information.* The Borrower will furnish to the Lender such other information and in such form as the Lender may reasonably request in writing from time to time; *provided, however,* that the Borrower need not disclose to the Lender (i) any patient records or other patient information or (ii) any material subject to an attorney-client privilege; *provided, further,* notwithstanding anything to the contrary herein, that failure to deliver information requested by the Lender pursuant to this Section 5.01(e) shall not constitute an Event of Default.

(f) *EMMA.* The Borrower shall make all financial statements required to be delivered under Section 5.01(a) and Section 5.01(b) available on <http://emma.msrb.org> (or, upon prior written notice to the Lender, any other applicable online system used by the Borrower) for the posting of financial statements, and the posting of any such financial statements on <http://emma.msrb.org> (or such other system) no later than the deadlines required by Section 5.01 (or 406 of the Capital Obligation Document, as applicable) shall be deemed to be compliance with these sections.

Section 5.02. Insurance. The Borrower shall (a) maintain insurance (either through a self-insurance program and/or with financially sound and reputable insurers) with respect to its properties and business and against such liabilities, casualties and contingencies and of such types and in such amounts as are customary in the case of corporations engaged in the same or similar businesses or having similar properties similarly situated, and (b) from time to time, upon request, furnish to the Lender a description of its existing insurance coverage and evidence (which shall take the form of executed insurance certificates) that such insurance is in full force and effect.

Section 5.03. Payment of Taxes and Other Potential Charges and Priority Claims. Except as with respect to Permitted Encumbrances, the Borrower shall, and shall cause each of the other members of the CHI Reporting Group to, pay or discharge:

(a) on or prior to the date on which penalties attach thereto, all material taxes, assessments and other governmental charges lawfully imposed upon it or any of its properties;

(b) on or prior to the date when due, all material lawful claims of materialmen, mechanics, carriers, warehousemen, landlords and other like Persons that, if unpaid, might result in the creation of a Lien upon any such Property; and

(c) on or prior to the date when due, all other material lawful claims that, if unpaid, might result in the creation of a Lien upon any such Property or that, if unpaid,

might give rise to a claim entitled to priority over general creditors of the Borrower or such Subsidiary in a case under Title 11 (Bankruptcy) of the United States Code, as amended;

provided that unless and until foreclosure, levy, sale or similar proceedings shall have been commenced, the Borrower or such other member of the CHI Reporting Group need not pay or discharge any such tax, assessment, charge or claim so long as (x) the validity thereof is contested in good faith and by appropriate proceedings diligently conducted and (y) such reserves or other appropriate provisions as may be required by GAAP shall have been made therefor.

Section 5.04. Corporate Status; Tax Exempt Status.

(a) *Preservation of Corporate Status.* The Borrower will, and will cause each member of the CHI Reporting Group to, preserve and maintain its corporate existence, rights, franchises and privileges in the jurisdiction of its incorporation and remain qualified in each other jurisdiction in which the failure to preserve and maintain the same or remain so qualified could have a Material Adverse Effect; *provided, however*, that nothing contained in this Section 5.04(a) shall prevent any merger or consolidation permitted under the Capital Obligation Document and Section 6.03 of this Agreement.

(b) *Tax Exempt Status.* The Borrower shall maintain its status as a corporation exempt from Federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c)(3) of the Code.

Section 5.05 Governmental Approvals and Filings. The Borrower shall keep and maintain in full force and effect all Governmental Actions necessary in connection with execution and delivery of this Agreement or any other Related Document, consummation of the transactions hereon or therein contemplated, performance of or compliance with the terms and conditions hereof or thereof or to ensure the legality, validity, binding effect, enforceability or admissibility in evidence hereof or thereof, except to the extent that failure to maintain the same could not reasonably be expected to result in a Material Adverse Effect.

Section 5.06. Maintenance of Properties. The Borrower shall maintain, or cause to be maintained, in good repair, working order and condition, ordinary and reasonable wear and tear excepted, all Property now or hereafter owned, leased or otherwise possessed by it and its Subsidiaries in all material respects, and shall make or cause to be made all needful and proper repairs, renewals, replacements and improvements thereto, in each case as and to the extent necessary or appropriate to the proper and advantageous conduct of its business in all material respects.

Section 5.07. Avoidance of Other Conflicts. The Borrower shall comply, and shall cause each Subsidiary to, comply with:

- (1) any Law,

(2) its articles of incorporation or by-laws (or other constituent documents),
and

(3) any agreement or instrument to which it is a party or by which it is a party
or by which it or any of its respective properties may be subject or bound,

the non-compliance with which could reasonably be expected to have a Material Adverse Effect.

Section 5.08. Books and Records; Inspection Rights. The Borrower shall, and shall cause each member of the CHI Reporting Group to, make and keep books, records and accounts that, in reasonable detail, accurately and fairly reflect its transactions and dispositions of its assets and maintain adequate systems of internal accounting controls; and, from and after the occurrence and during the continuation of any event or condition that with notice, passage of time or any combination of the foregoing, would constitute an Event of Default described in Section 7.01(i) or 7.01(j) hereof or an Event of Default, at any reasonable time and from time to time, upon reasonable notice in writing, the Borrower shall permit, and will cause each of the other members of the CHI Reporting Group to permit, the Lender or agents or representatives thereof, at the expense of the Borrower, to examine and make copies of and abstracts from the records (specifically excluding, however, any such books or records (i) subject to the attorney-client privilege, (ii) to the extent they include personnel, patient and similar records that the Borrower is not permitted by law to disclose or (iii) identifying donors to the Borrower), and books and accounts of, and to visit the properties of, the Borrower and/or the other members of the CHI Reporting Group) and to discuss the affairs, finances and accounts of the Borrower and/or the other members of the CHI Reporting Group with any of its officers and independent auditors (and by this provision the Borrower agrees to authorize such auditors to discuss with the Lender or agents or representatives thereof such affairs, finances and accounts at such time).

Section 5.09. Conduct of Business. The Borrower shall cause the business of the Borrower and each other member of the CHI Reporting Group, taken as a whole, to be conducted substantially as conducted and operated during the present and preceding fiscal year. In furtherance of the foregoing, the Borrower will maintain, and the Borrower will cause each other member of the CHI Reporting Group to maintain, (i) all accreditations with respect to the operation of their respective properties and businesses, and (ii) all permits, licenses and other governmental approvals, in each case, with respect to the operation of their respective properties and businesses, except to the extent that failure to so maintain could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.10. Maintenance of Church Plans and Plans. The Borrower shall and shall cause each Controlled Group Member to (a) keep in full force and effect any and all Church Plans and Plans that are presently in existence or may, from time to time, come into existence, unless such Church Plans or Plans can be terminated without Material Adverse Effect to the Borrower or the applicable Controlled Group Member in connection with such termination; (b) make contributions to each of their Church Plans and Plans in a timely manner and in a sufficient amount to comply with the terms of each such pension plan; and (c) comply with all material requirements of the Code, ERISA and applicable Law that relate to Church Plans or Plans, as applicable. The Borrower shall deliver to the Lender, promptly after the filing or

receipt thereof, copies of all reports or notices that the Borrower or Controlled Group Member files or receives under ERISA with or from the Internal Revenue Service, the PBGC or the U.S. Department of Labor, other than reports or notices that would not in the Borrower's reasonable opinion have a Material Adverse Effect.

Section 5.11. Environmental Compliance. The Borrower shall use, operate and maintain all of its Properties in material compliance with all Environmental Laws, keep or acquire all necessary permits, approvals, certificates, licenses and other authorizations relating to environmental matters in effect and remain in material compliance therewith, and handle all Environmental Concern Materials in material compliance with all Environmental Laws.

Section 5.12. Incorporation of Covenants. (a) 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 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 Lender, and the Lender 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 Lender. All such covenants and agreements shall be unaffected by any amendment, modification or waiver after the date hereof of the Capital Obligation Document, unless amended, modified or waived in accordance with Section 6.05 hereof.

(b) (i) If any Parity Debt Agreement, whether now in effect or entered into by the Borrower after the date hereof or in connection with any amendment to a Parity Debt Agreement, contains any different or more restrictive financial covenant or any different or greater security-related covenant than those contained in this Agreement (the "*Incorporated Covenants*"), then such Incorporated Covenants as well as related defined terms contained therein, respectively, shall be deemed to be incorporated by reference (all of the foregoing, together with any modifications, amendments and waivers thereto that are permitted by Section 5.12(b)(iii) and 6.05 hereof, are collectively referred to herein as the "*Incorporated Provisions*") into this Section 5.12(b) for the benefit of the Lender with the same effect as if each and every such Incorporated Provision were set forth in this Section 5.12(b) in its entirety.

(ii) The Lender shall have the benefits of such Incorporated Provisions for so long as the Primary Beneficiary or any other Person has the benefit of such Incorporated Provisions.

(iii) To the extent that any of the Incorporated Provisions may be amended, modified and waived solely by the Primary Beneficiary (and no other Person has a right in any other agreement to similarly agree to such modification or waiver in any agreement relating to Parity Indebtedness), then the agreement of the Primary Beneficiary to amend, modify or waive such Incorporated Provisions shall be effective to amend, modify or waive such Incorporated Provisions for purposes of this Agreement; *provided, however*, that from and after the occurrence of any Material Default or any Event of Default, no amendment, modification or waiver of the Incorporated Provisions by the Primary Beneficiary shall be effective to amend, modify or waive such Incorporated Provision hereunder without the prior written consent of the Lender.

Section 5.13. 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 Lender, all such instruments and documents as in the opinion of the Lender are necessary or advisable to carry out the intent and purpose of this Agreement and the other Related Documents.

Section 5.14. Maintenance of Rating. The Borrower shall at all times cause to be maintained underlying long-term unenhanced ratings on all or part (as determined by the Borrower in its reasonable discretion) of the Relevant Indebtedness by at least two Rating Agencies. Additionally, the Borrower shall not at any time permit any rating to be withdrawn or suspended or unavailable if the effect of such withdrawal or suspension or unavailability would be to cure an Event of Default under this Agreement.

Section 5.15. Use of Proceeds. The Borrower shall apply the proceeds of all Loans solely to provide funds for the payment of the purchase price for any Variable Rate Bonds and the principal of and interest on commercial paper, and such proceeds shall not be applied in violation of any applicable law or regulation (including, without limitation, Regulation T, U or X of the Board.

ARTICLE VI

FINANCIAL AND NEGATIVE COVENANTS

The Borrower hereby covenants to the Lender as follows:

Section 6.01. Financial Covenants.

(a) *Liquidity Covenant.* The Borrower shall cause the CHI Reporting Group to maintain an aggregate amount of Unrestricted Cash and Investments at least equal to seventy-five (75) Days of Operating Expenses as of the last day of each Fiscal Year of the CHI Reporting Group. The foregoing Liquidity Covenant shall be tested and reported annually.

(b) *Historical Debt Service Coverage Ratio.* The Borrower shall cause the CHI Reporting Group to maintain a Historical Debt Service Coverage Ratio of at least 1.1 to 1.0 as of the last day of each fiscal year of the CHI Reporting Group. The foregoing Historical Debt Service Coverage Ratio shall be tested and reported annually.

(c) *Debt to Capitalization Ratio.* The Borrower shall cause the CHI Reporting Group to maintain a Debt to Capitalization Ratio at a level not greater than 0.65 to 1.0 as of the last day of each fiscal year of the CHI Reporting Group. The foregoing Debt to Capitalization Ratio shall be tested and reported annually.

Section 6.02. Liens. The Borrower shall not and shall not permit any other member of the CHI Reporting Group to at any time create, incur, assume or suffer to exist any Lien of the Borrower or any other member of the CHI Reporting Group on any of its Property to secure Indebtedness, or agree, become or remain liable (contingently or otherwise) to do any of the

foregoing, except for Permitted Encumbrances; *provided* that such covenant by the Borrower with respect to a Designated Affiliate, or which is otherwise inclusive of a Designated Affiliate, shall be limited, as it pertains to such Designated Affiliate(s), to the best efforts of the Borrower.

Section 6.03. Certain Significant Transactions; Consolidation, Merger, etc. If at any time the long-term unenhanced rating on the Relevant Indebtedness shall be reduced below a rating of “A3” by Moody’s or “A-” by Standard & Poor’s or “A-” by Fitch, then:

(a) Certain Significant Transactions. (i) The Borrower will not (whether in a single transaction or a series of transactions) sell, lease, assign, transfer or otherwise dispose of, or permit any other member of the CHI Reporting Group to sell, lease, assign, transfer or otherwise dispose of, any assets constituting in excess of 20% of the assets of the CHI Reporting Group (as shown on the financial statements of the CHI Reporting Group for the most recently completed fiscal year of the CHI Reporting Group and as such assets were valued for purposes of such financial statements);

(ii) the Borrower will not (whether in a single transaction or a series of transactions) permit any other Person or Persons (other than another member of the CHI Reporting Group) having assets in excess of 20% of the assets of the CHI Reporting Group (as shown on the financial statements of the CHI Reporting Group for the most recently completed fiscal year of the CHI Reporting Group) or revenues in excess of 20% of the revenues of the CHI Reporting Group (as shown on the financial statements of the CHI Reporting Group for the most recently completed fiscal year of the CHI Reporting Group) (such Person or Persons being referred to herein, collectively, as a “Significant Person”) to consolidate with the Borrower under circumstances in which the Borrower is the Person surviving such consolidation or to merge into the Borrower; and

(iii) the Borrower will not (whether in a single transaction or a series of transactions) permit any Significant Person (other than another member of the CHI Reporting Group) to consolidate with or to merge with or into any other member of the CHI Reporting Group, unless each of the following conditions shall have been fulfilled:

(A) such transaction, and the actions of the Borrower with respect thereto, are in compliance with Section 405 of the Capital Obligation Document;

(B) if such transaction had occurred during the most recently completed fiscal year of the CHI Reporting Group 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 1.5 to 1.0 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 1.0; and

(C) prior to or concurrently with the consummation of such transaction, the Borrower shall have furnished to the Lender written notice of such transaction (containing a reasonably detailed description of such transaction) and a certificate of the chief financial officer of the Borrower to the effect that

each of the conditions precedent to such transaction contained in this Section 6.03(a) has been fulfilled (and, in the case of such condition precedent contained in the preceding clause (B), demonstrating in reasonable detail the basis for such fulfillment).

(b) *Consolidation, Merger, etc.* The Borrower will not liquidate or dissolve or otherwise dispose of all or substantially all of its assets (whether in a single transaction or a series of transactions) or merge into another Person or permit one or more other Persons to consolidate with it under circumstances in which such other Person or Persons is or are the Person or Persons surviving such consolidation, 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 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 1.5 to 1.0 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 1.0;

(iii) after giving effect to such disposition, consolidation or merger, no Default or Event of Default will have occurred and be continuing;

(iv) the Person to which such disposition is made or the Person surviving such consolidation or merger assumes in writing, reasonably satisfactory in form and substance to the Lender, the performance of all of the obligations, covenants, agreements and conditions of this Agreement and the Related Documents to which the Borrower is a party; and

(v) the Borrower shall have given to the Lender not less than 20 days' prior written notice of such disposition, merger or consolidation and furnished to the Lender (i) all such information concerning such disposition, consolidation or merger as the Lender shall have reasonably requested, and (ii) 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 6.03(b) has been fulfilled (and, in the case of such condition precedent contained in the preceding clause (ii), demonstrating in reasonable detail the basis for such fulfillment).

Section 6.04. Relevant Indebtedness. The Borrower shall not create, incur, assume or suffer to exist Indebtedness (other than Indebtedness evidenced or secured by Permitted Encumbrances) that is senior to any Relevant Indebtedness including the Obligations secured by the Capital Obligation Document.

Section 6.05. Amendments. The Borrower will not modify, amend or supplement, or give any consent to any modification, amendment or supplement or make any waiver with respect to, any provision of any Related Document if such amendment, modification or supplement in the reasonable judgment of the Lender, would be adverse to the Lender (it being understood that, in order to effectuate the provisions of this Section, the Borrower will furnish to the Lender copies or drafts of all proposed modifications, amendments, supplements and waivers with respect to the Related Document and obtain from the Lender the reasonable judgment of the Lender as to whether the effect thereof could be adverse to the Lender); *provided, however*, that nothing contained in this Section shall limit, alter or modify, or be deemed to limit, alter or modify, in any respect or to any extent, the provisions of Section 5.12 of this Agreement.

ARTICLE VII

DEFAULTS

Section 7.01. Events of Default. An Event of Default shall mean the occurrence or existence of one or more of the following events or conditions (for any reason, whether voluntary, involuntary or effected or required by Law):

(a) The Borrower shall fail to pay when due the principal of or interest on any Loan (other than any accelerated payments due under such Loan).

(b) The Borrower shall fail to pay when due any fee, indemnity, expense or other Obligation owing to the Lender pursuant to this Agreement (other than as provided in paragraph (a) above) or the Letter Agreement.

(c) Any representation or warranty made or deemed made by the Borrower pursuant to or in connection with this Agreement or any other Related Document, or any statement made by the Borrower in any financial statement, certificate, report, exhibit or document furnished pursuant to or in connection with this Agreement or any other Related Document, shall prove to have been false or misleading in any material respect as of the time when made or deemed made.

(d) The Borrower shall default in the performance or observance of any of the covenants contained in Sections 5.04, 5.05, 5.12 (but solely with respect to financial covenants and subject to their respective cure periods, as applicable), 5.14, 6.01, 6.02, 6.03, 6.04 or 6.05 hereof.

(e) The Borrower shall default in the performance or observance of any of the covenants contained in this Agreement (other than as elsewhere specifically addressed in another paragraph of this Section 7.01) which breach remains uncured for a period that is the earlier to occur of (A) thirty (30) days after the chief executive officer, the chief financial officer, the treasurer, the vice president, treasury services or the general counsel of Borrower has actual knowledge of such breach or (B) thirty (30) days after written notice to Borrower from the Lender.

(f) (i) The Borrower or any Material Subsidiary shall fail to pay when due any principal of or premium, if any, or interest on any Parity Indebtedness (excluding, for purposes of this subsection (f)(i)), accelerated payments on bank-held bonds arising from unreimbursed draws on letters of credit, banker's acceptances, standby bond purchase agreements and other similar instruments, which acceleration results from the occurrence of an event of default with respect thereto), or (ii) the Borrower or any other Material Subsidiary shall fail to pay when due (A) any principal of or premium, if any, or interest on any Indebtedness of the Borrower or any Material Subsidiary, as applicable, which is outstanding in an amount of \$50,000,000 or more (other than Indebtedness of the Borrower or any Material Subsidiary, as applicable, under this Agreement and Indebtedness of the Borrower that is expressly by its terms subordinated in payment to the "Obligations" of the Borrower under and as defined in the Capital Obligation Document) or (B) any payment or payments which individually or in the aggregate equal or exceed \$50,000,000 under any Interest Rate Agreement (other than an Interest Rate Agreement described in clause (i) above) to which the Borrower or any Material Subsidiary, as applicable, is a counterparty.

(g) One or more final, non-appealable judgments in respect to the payment of money shall have been entered against the Borrower or any Material Subsidiary, which judgment or judgments exceed \$50,000,000 in the aggregate, and such judgment or judgments shall have remained undischarged, unbonded and unstayed for a period of sixty (60) consecutive days.

(h) (i) An officer of the Borrower shall state in writing, or any court shall rule pursuant to a final judgment or order, or any other Governmental Authority having jurisdiction shall find or rule, that any Related Document (other than the Letter Agreement) or any provision thereof relating to the payment of principal or interest on the Loans or the Security, shall cease to be in full force and effect (except in accordance with the express terms of such Related Document (other than the Letter Agreement)) against the Borrower, or (ii) an officer of the Borrower shall repudiate that the Borrower has any or further liability (I) under this Agreement or any Related Document (other than the Letter Agreement) or (II) under any provision of this Agreement or any Related Document (other than the Letter Agreement) with respect to the payment of principal or interest on the Loans or with respect to the Security therefor, or (iii) any court shall have ruled pursuant to a final judgment or order, or any other Governmental Authority having jurisdiction shall find or rule, that any Related Document (other than the Letter Agreement) or any provision thereof relating to the payment of principal or interest on the Loans or the Security is not valid or binding on the Borrower.

(i) A proceeding shall have been instituted in respect of the Borrower or any Material Subsidiary:

(i) seeking to have an order for relief entered in respect of such Person, or seeking a declaration or entailing a finding that such Person is insolvent or a similar declaration or finding, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment, composition or other similar

relief with respect to such Person, 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

(ii) seeking appointment of a receiver, trustee, liquidator, assignee, sequestrator or other custodian for such Person 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.

(j) The Borrower or any Material Subsidiary 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 Section 7.01(i)(i), 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 Section 7.01(i)(ii), 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 or liquidate itself or any substantial part of its property; or shall take any action in furtherance of any of the foregoing.

(k) The Borrower's Ratings shall be withdrawn (other than any such withdrawal which results from the payment, redemption or defeasance of the applicable Relevant Indebtedness) or suspended for any credit related reason by Moody's, Standard & Poor's and Fitch or reduced below a rating of "Baa3" by Moody's, "BBB-" by Standard and Poor's, and "BBB-" by Fitch.

(l) The occurrence of an "event of default" as defined in any of the Related Documents which is not cured within any applicable cure period shall occur which, if not cured, would give rise to remedies available thereunder.

(m) A Pension-Related Event occurs; *provided, however*, that with respect to any Plan that is a Multiemployer Plan, such event or condition shall not be an Event of Default unless the withdrawal liability or the past due obligation to make contributions of the Borrower or any Controlled Group Member to such Plan or the PBGC in connection with such event or condition, individually or, when aggregated with other liabilities or past due obligations relating to such Pension-Related Event, exceeds \$50,000,000.

(n) One or more final, non-appealable judgments in respect to the payment of money shall have been entered against any member of the CHI Reporting Group (other than the Borrower or any Material Subsidiary or any Significant Subsidiary), which judgment or judgments, exceed \$50,000,000 in the aggregate, and such judgment or

judgments shall have remained undischarged, unbonded and unstayed for a period of sixty (60) consecutive days.

(o) A proceeding shall have been instituted in respect of the Borrower or any Material Subsidiary seeking charter revocation or forfeiture, and such proceeding shall result in such revocation or forfeiture, and such revocation or forfeiture shall remain undismitted and unstayed for a period of sixty (60) consecutive days.

(p) (i) Any Significant Subsidiary shall fail to pay when due any principal of or premium, if any, or interest on any Parity Indebtedness, or (ii) any Significant Subsidiary shall fail to pay when due (A) any principal of or premium, if any, or interest on any Material Indebtedness or (B) any payment or payments which individually or in the aggregate equal or exceed \$50,000,000 under any Interest Rate Agreement (other than an Interest Rate Agreement described in clause (i) above) to which any Significant Subsidiary is a counterparty.

(q) One or more final, non-appealable judgments in respect to the payment of money shall have been entered against any Significant Subsidiary, which judgment or judgments exceed \$50,000,000 in the aggregate, and such judgment or judgments shall have remained undischarged, unbonded and unstayed for a period of sixty (60) consecutive days.

(r) A proceeding shall have been instituted in respect of any Significant Subsidiary:

(i) seeking to have an order for relief entered in respect of such Person, or seeking a declaration or entailing a finding that such Person is insolvent or a similar declaration or finding, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to such Person, 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

(ii) seeking appointment of a receiver, trustee, liquidator, assignee, sequestrator or other custodian for such Person 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 undismitted and unstayed for a period of sixty (60) consecutive days.

(s) Any Significant Subsidiary 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 Section 7.01(r)(i), 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 Section 7.01(r)(ii), 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 or liquidate itself or any substantial part of its property; or shall take any action in furtherance of any of the foregoing.

Section 7.02. Consequences of an Event of Default. (a) In the case of any Event of Default as specified in subsections (a), (f)(i), (g), (h), (i), (j) or (k) of Section 7.01 (each an “*Immediate Termination Event*”), the Commitment and the obligation of the Lender to make Loans shall immediately terminate without notice or demand to any Person and, thereafter, the Lender shall be under no obligation to make Loans. Promptly upon the occurrence of such Event of Default, the Lender shall give written notice of the same to the Borrower; *provided*, that the Lender shall not incur liability or responsibility whatsoever by reason of the Lender’s failure to give such notice and such failure shall in no way affect the termination of the Commitment and of the Lender’s obligation to make Loans pursuant to this Agreement. The Borrower shall notify the Rating Agencies of the termination of the Commitment and the obligation of the Lender to make Loans. In addition to the foregoing, upon the occurrence of an Immediate Termination Event, the Lender may, by notice to the Borrower, declare the unpaid principal amount of the Loans, interest accrued thereon and all other Obligations to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby waived, and an action therefor shall immediately accrue; provided if an Event of Default specified in subsection (i) or (j) of Section 7.01 shall occur or exist, then, in addition to all other rights and remedies which the Lender may have hereunder or under any other Related Document, at law, in equity or otherwise, the unpaid principal amount of the Loans, interest accrued thereon and all other Obligations shall become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby waived, and an action therefor shall immediately accrue.

(b) In the case of an Event of Default specified in subsections (b), (c), (d), (e), (f)(ii), (l), (m), (n), (o), (p), (q), (r) or (s) of Section 7.01, the Lender may give written notice of such Event of Default and termination of this Agreement (a “*Notice of Termination*”) to the Borrower. The Borrower shall promptly notify the Rating Agencies of any Notice of Termination received by the Borrower. The obligation of the Lender to make Loans shall terminate on the 30th day (or if such day is not a Business Day, the next following Business Day, but, in either case, a “*Notice of Termination Date*”) after such Notice of Termination is received by the Borrower and, on such date, the Commitment shall terminate and the Lender shall be under no obligation hereunder to make Loans to the Borrower.

(c) In the case of a Default specified in subsection (i) of Section 7.01 (a “*Suspension Event*”), the obligation of the Lender to make Loans to the Borrower pursuant to this Agreement shall be immediately and automatically suspended without notice from the time of the occurrence of such Default; *provided, however*, that if the Default which gave rise to such suspension is cured or ceased to be continuing prior to the Termination Date, then the Lender’s obligations under this Agreement shall be automatically reinstated and the terms of this Agreement will continue in full force and effect (unless this Agreement shall have otherwise

expired or been terminated in accordance with its terms) as if there had been no such suspension. In connection with any Suspension Event, the Borrower shall promptly notify the Rating Agencies of any suspension of the obligations of the Lender to make Loans as a result of the occurrence of such Suspension Event.

(d) Upon the occurrence of any Event of Default, the Lender shall have all remedies provided at law or equity, including, without limitation, the rights provided under the Related Documents; *provided* that the Lender agrees to make Loans on the terms and conditions of this Agreement notwithstanding the occurrence of an Event of Default or Default which does not suspend or terminate its respective obligation to make Loans under subsections (a), (b) or (c) above.

(e) The remedies provided in this Section 7.02 are not exclusive. The Lender hereby reserves the right and shall have the right to pursue any other available remedies, whether provided by law, in equity, the Related Documents or this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Holidays. Whenever any payment or action to be made or taken hereunder or under any other Related Document shall be stated to be due on a day which is not a Business Day, such payment or action shall be made or taken on the next following Business Day and such extension of time shall be included in computing interest or fees, if any, in connection with such payment or action.

Section 8.02. Amendments and Waivers. (a) No failure or delay by the Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Lender hereunder are cumulative and are not exclusive of any rights or remedies that it would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Lender may have had notice or knowledge of such Default or Event of Default at the time.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Lender.

Section 8.03. Notices. Except to the extent otherwise expressly permitted hereunder or thereunder, all notices, requests, demands, directions and other communications (collectively “*notices*”) under this Agreement or any other Related Document shall be in writing (including

teletyped communication) and shall be sent by first-class mail, or by nationally-recognized overnight courier, or by telecopier (with confirmation in writing mailed first-class or sent by such an overnight courier), or by personal delivery, as follows:

- (1) if to the Borrower, to it at its address set forth on its signature page to this Agreement;
- (2) if to the Lender, to it at its address set forth on its signature page to this Agreement.

(b) Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Lender; *provided* that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Lender. The Lender or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other party hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 8.04. Expenses; Indemnity; Damage Waiver. (a) The Borrower shall pay within thirty (30) days after demand:

- (1) if an Event of Default shall have occurred, all reasonable costs and expenses of the Lender in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under this Agreement, the other Related Documents and such other documents that may be delivered in connection therewith;
- (2) a fee for each amendment of any Related Document, consent by the Lender with respect to any amendment to any Related Document or waiver by the Lender under any Related Document, in each case, in a reasonable amount to be negotiated with the Borrower in good faith, plus the fees and expenses of counsel to the Lender in connection therewith;
- (3) the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to the Lender in connection with advising the Lender as to its rights and responsibilities in connection with an Event of Default under this Agreement or in connection with responding to requests from the Borrower for approvals, consents and waivers;
- (4) any amounts advanced by or on behalf of the Lender to the extent required to cure any Default, Event of Default or event of nonperformance hereunder under or any Related Document, together with interest at the Default Rate; and

(5) all reasonable fees, costs and expenses of any consultants providing services to the Borrower or the Lender in accordance with this Agreement.

(b) In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the Borrower hereby agrees (to the extent permitted by law) to indemnify and hold harmless the Lender and its officers, directors and agents (each, an “*Indemnatee*”) from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys’ fees) that may incur or that may be claimed against an Indemnatee by any Person or entity whatsoever (collectively, the “*Liabilities*”) by reason of or in connection with the execution and delivery or transfer of, or payment or failure to pay under, any Related Document; *provided* that the Borrower shall not be required to indemnify an Indemnatee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused the willful misconduct or gross negligence of such Indemnatee. If any proceeding shall be brought or threatened against an Indemnatee by reason of or in connection with the events described in clause (a) or (b) as a condition of indemnity hereunder each Indemnatee shall promptly notify the Borrower in writing and the Borrower shall assume the defense thereof, including the employment of counsel reasonably satisfactory to such Indemnatee and the payment of all reasonable costs of litigation. Notwithstanding the preceding sentence, each Indemnatee shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such Indemnatee unless (i) the employment of such counsel shall have been authorized in writing by the Borrower, or (ii) the Borrower, after due notice of the action, shall not have employed counsel satisfactory to such Indemnatee to have charge of such defense, in either of which events the reasonable fees and expenses of counsel for such Indemnatee shall be borne by the Borrower. The Borrower shall not be liable for any settlement of any such action effected without its consent. Nothing under this Section 8.04(b) is intended to limit the Borrower’s payment of the Obligations. The obligations of the Borrower under this Section 8.04(b) shall survive the termination of this Agreement.

Section 8.05. Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 8.06. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Lender and when the Lender shall have received counterparts hereof which, when taken together, bear the signatures of each of the other party hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a

signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 8.07. Survival; Term of this Agreement. All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Lender and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such party or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 2.10, 2.11 and 8.04 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitment or the termination of this Agreement or any provision hereof.

Section 8.08. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) the Lender may not assign or otherwise transfer its rights or obligations hereunder except (A) with the prior written consent (such consent not to be unreasonably withheld) of the Borrower, *provided* that no consent of the Borrower shall be required if an Event of Default has occurred and is continuing, and (B) if, at or prior to such time, Standard & Poor's, Moody's and Fitch, if then rating the Borrower, have each confirmed in writing that such assignment shall not cause the lowering, withdrawal or suspension of any ratings then existing on the variable rate bonds or commercial paper to which this Agreement pertains. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (b) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of the Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) The Lender may, without the consent of the Borrower, sell participations to one or more banks or other entities (a "*Participant*") in all or a portion of the Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); *provided* that (A) the Lender's obligations under this Agreement shall remain unchanged, (B) the Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that the Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such

agreement or instrument may provide that the Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that affects such Participant. Subject to paragraph (b)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.10 and 2.11 to the same extent as if it were the Lender and had acquired its interest by assignment pursuant to paragraph (a) of this Section.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.10 or 2.11 than the Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent.

(c) The Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of the Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; *provided* that no such pledge or assignment of a security interest shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

Section 8.09. Governing Law; Submission to Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the law of the Commonwealth of Pennsylvania; provided that the obligations of the Borrower hereunder shall be governed by, and construed in accordance with, the laws of the State of Colorado.

(b) The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the Commonwealth of Pennsylvania and of the United States District Courts located in the Commonwealth of Pennsylvania, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Commonwealth of Pennsylvania court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement against the Borrower or its properties in the courts of any jurisdiction.

(c) The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 8.03. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 8.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 8.12. Confidentiality. (a) The Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Lender on a non-confidential basis from a source other than the Borrower. For the purposes of this Section, "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Lender on a non-confidential basis prior to disclosure by the Borrower; *provided* that, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

THE LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 8.13(A) FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWER AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE LENDER PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE BORROWER AND ITS AFFILIATES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES) AND ITS SECURITIES. ACCORDINGLY, THE LENDER REPRESENTS TO THE BORROWER THAT IT HAS IDENTIFIED IN SECTION 8.03, A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.

Section 8.13. USA PATRIOT Act; Government Regulations. (a) The Lender notifies the Borrower that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Lender to identify the Borrower in accordance with the Act. The Borrower agrees to provide such documentary and other evidence of the Borrower’s identity as may be requested by the Lender at any time to enable the Bank to verify the Borrower’s identity or to comply with any applicable law or regulation, including, without limitation, the Act.

(b) The Borrower shall (a) ensure that no Person who controls the Borrower is or will be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control (“OFAC”), the Department of the Treasury or included in any Executive Order that prohibits or limits the Bank from making any advance or extension of credit to the Borrower or from otherwise conducting business with the Borrower and (b) ensure that the proceeds of the Loans are not used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, the Borrower shall comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act laws and regulations, as amended.

Section 8.14. Arm’s Length Transaction. The transaction described in this Agreement is an arm’s length, commercial transaction between the Borrower and the Lender in which: (i) the Lender is acting solely as a principal (*i.e.*, as a lender) and for its own interest; (ii) the Lender is not acting as a municipal advisor or financial advisor to the Borrower; (iii) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Borrower with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender or any of its affiliates has provided other services or is currently providing other services to the Borrower on other matters); (iv) the only obligations the Lender has to the Borrower with respect to this transaction are set forth in this Agreement; and

(v) the Lender is not recommending that the Borrower take an action with respect to the transaction described in this Agreement and the other Related Documents, and before taking any action with respect to the this transaction, the Borrower should discuss the information contained herein with the Borrower's own legal, accounting, tax, financial and other advisors, as the Commission deems appropriate.

[signature pages immediately follow]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the date first above written.

CATHOLIC HEALTH INITIATIVES,
as Borrower



Address for Notices:

Catholic Health Initiatives,



SIGNATURE PAGE
(to Credit Agreement)

PNC BANK, NATIONAL ASSOCIATION,
as Lender



Address for Notices with respect to Credit
Matters:

PNC Bank, National Association



Address for Notices with respect to Borrowing
Requests:

PNC Bank, National Association



with a copy to:

PNC Bank, National Association

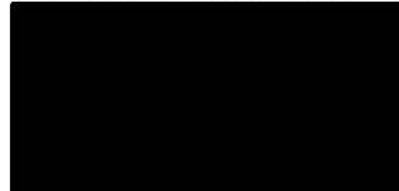
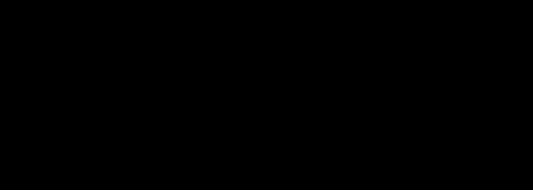


EXHIBIT A

FORM OF BORROWING REQUEST

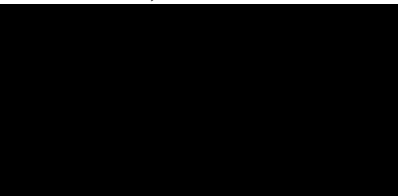
[Date]

PNC Bank, National Association



with a copy to:

PNC Bank, National Association



Re: Borrowing Request

This Borrowing Request is being delivered pursuant to Section 2.03 of the Credit Agreement dated August 25, 2014, as amended, supplemented, modified or restated from time to time (the “*Credit Agreement*”), between Catholic Health Initiatives, a Colorado nonprofit corporation, and PNC Bank, National Association, as Lender. All capitalized terms used but not defined herein shall have the meaning specified for such terms in the Credit Agreement.

The Borrower hereby irrevocably requests a Loan under the Credit Agreement and sets forth below the information required by the Credit Agreement in connection therewith:

1. The aggregate amount of the requested Loan is: _____¹
2. The Business Day of the requested Loan is: _____
3. The proceeds shall be transferred to: **[insert ABA number/account information for deposit account]**.

¹ Insert an integral multiple of \$500,000 and not less than \$1,000,000.

The Borrower hereby certifies that the conditions to such Loan set forth in Section 4.02(b) of the Credit Agreement have been satisfied on the date hereof and will be true on the date of the requested Loan.

Dated: _____, 20__

CATHOLIC HEALTH INITIATIVES,
as Borrower

By: _____

Name: _____

Title: _____

EXHIBIT B

FORM OF COMPLIANCE CERTIFICATE

This Compliance Certificate is furnished to PNC Bank, National Association (the “Lender”) pursuant to that certain Credit Agreement dated as of August 25, 2014, as amended, supplemented, modified or restated from time to time (the “Agreement”), between Catholic Health Initiatives (the “Borrower”) and the Lender. Unless otherwise defined herein, the terms used in this Compliance Certificate have the meanings ascribed thereto in the Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the duly elected _____ of the Borrower;

2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Borrower, the Borrower Participants and the CHI Reporting Group during the accounting period covered by the attached financial statements;

3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or the occurrence of any event that constitutes a Default or Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Compliance Certificate, except as set forth below;

4. To the best of my knowledge the financial statements required by Section 5.01[(a)][(b)] of the Agreement and being furnished to you concurrently with this certificate fairly represent the Borrower’s and the Borrower Participants’ financial condition in accordance with GAAP, as of the dates and for the periods covered thereby; and

5. The Attachment hereto sets forth financial data and computations evidencing the CHI Reporting Group’s current compliance with certain covenants of the Agreement all of which data and computations are, to the best of my knowledge, true, complete and correct and have been made in accordance with the relevant Sections and definitions of the Agreement.²

² To be included in the certificate delivered within 150 days after the close of each fiscal year of the Borrower.

Described below are the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during that it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event:

The foregoing certifications, together with the computations set forth in the Attachment hereto and the financial statements delivered with this Compliance Certificate in support hereof, are made and delivered this _____ day of _____, 20__.

CATHOLIC HEALTH INITIATIVES,
as Borrower

By: _____
Its: _____

(Type or Print Name) (Title)

ATTACHMENT TO COMPLIANCE CERTIFICATE

COMPLIANCE CALCULATIONS FOR CREDIT AGREEMENT

Dated as of _____, 20__
Calculations as of _____, 20__

- A. Liquidity Covenant (Section 6.01(a))
1. Unrestricted Cash and Investments \$ _____
 2. Days of Operating Expenses _____
 3. Quotient of Line A1 divided by Line A2 _____
 4. Line A3 ratio must be greater than or equal to 75
 5. The CHI Reporting Group is in compliance (circle yes or no) yes/no
- B. Historical Debt Service Coverage Ratio (Section 6.01(b))
1. Income Available of Debt Service \$ _____
 2. Debt Service Requirements on Long-Term Indebtedness \$ _____
 3. Ratio of Line B1 to Line B2 ___:1.0
 4. Line B3 ratio must not be less than 1.1:1.0
 5. The CHI Reporting Group is in compliance (circle yes or no) yes/no
- C. Debt to Capitalization Ratio (Section 6.01(c))
1. Aggregate principal amount of the outstanding Long-Term Indebtedness of the CHI Reporting Group and any proposed Long-Term Indebtedness of the CHI Reporting Group (if any) \$ _____
 2. Total Unrestricted Net Assets (or, in the case of for-profit members, shareholders' equity) of the members of the CHI Reporting Group as reflected in or derived for the most recent financial statement of the CHI Reporting Group \$ _____
 4. Sum of Lines C1 and C2 \$ _____
 5. Ratio of Line C1 to C3 ___ to ___
 6. Line C4 ratio must not be greater than .65 to 1
 7. The CHI Reporting Group is in compliance (circle one) yes/no