
AMENDMENT NO. 4

Dated as of December 15, 2014

to

CREDIT AGREEMENT

Dated as of May 27, 2009

between

CATHOLIC HEALTH INITIATIVES

and

THE BANK OF NEW YORK MELLON

AMENDMENT NO. 4 dated as of December 15, 2014 to CREDIT AGREEMENT dated as of May 27, 2009 between CATHOLIC HEALTH INITIATIVES, a Colorado nonprofit corporation (the "Borrower") and THE BANK OF NEW YORK MELLON (the "Lender").

RECITALS:

The Borrower and the Lender are parties to a Credit Agreement dated as of May 27, 2009, as amended by (i) Amendment No. 1 dated as of May 26, 2010, (ii) Amendment No. 2 dated as of November 30, 2010, and (iii) Amendment No. 3 dated as of December 15, 2011 (as so amended, the "Agreement") pursuant to which the Lender has agreed to make loans to the Borrower from time to time during the Availability Period (such term and all other capitalized terms used herein having the meanings stated or ascribed in Section 1.01 of the Agreement) in an aggregate principal amount not in excess of \$60,000,000.

The Borrower has requested an extension of the Availability Period.

Subject to and upon the terms and conditions herein provided, the Lender is willing to extend the Maturity Date to February 27, 2015.

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

SECTION 1. DEFINITIONS

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

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

SECTION 2. AMENDMENT OF AGREEMENT

The definition of "Maturity Date" set forth in Section 1.01 of the Agreement is deleted in its entirety and the following is substituted therefor:

"Maturity Date" shall mean February 27, 2015.

SECTION 3. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that the representations and warranties set forth in Article 3 of the Agreement are true and correct in all respects at the date of this Amendment as though made on and as of the date hereof, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct on and as of such earlier date and provided further that: (i) the references in Section 3.06 and 3.07 of the Agreement to "June 30, 2008" shall be deemed to read "June 30, 2014", and (ii) the second and third sentence of Section 3.14 shall

be deemed to be replaced with the following language: "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".

SECTION 4. CONDITIONS PRECEDENT

This Amendment shall take effect on the later to occur of (i) the date on which all of the following conditions have been satisfied or waived by the Lender in writing or (ii) December 15, 2014.

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

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

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

SECTION 5. MISCELLANEOUS

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

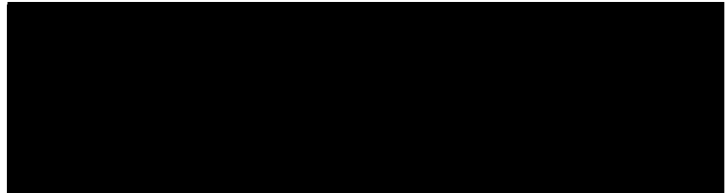
5.2. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

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

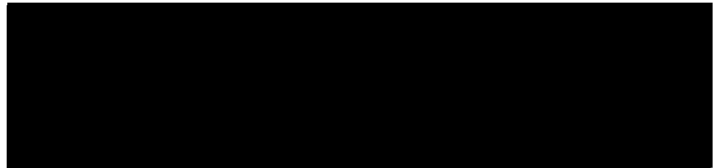
5.4. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

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

CATHOLIC HEALTH INITIATIVES



THE BANK OF NEW YORK MELLON



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

CATHOLIC HEALTH INITIATIVES



THE BANK OF NEW YORK MELLON

