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*FIRST AMENDMENT TO
CONTINUING COVENANT AGREEMENT
(SERIES 2011H)*

FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT

This FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT (this “*Amendment*”) is dated April 17, 2018 (the “*Amendment Date*”), between INDIANA UNIVERSITY HEALTH, INC., a nonprofit corporation duly organized and existing under the laws of the State of Indiana, on behalf of itself and as the Credit Group Representative on behalf of the other Members of the Credit Group (the “*Corporation*”), and TD BANK, N.A. (the “*Purchaser*”). All capitalized terms herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

WITNESSETH

WHEREAS, the Corporation and the Purchaser have previously entered into that certain Continuing Covenant Agreement dated as of October 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), relating to the Indiana Finance Authority Hospital Revenue Bonds, Series 2011H (Indiana University Health Obligated Group);

WHEREAS, pursuant to Section 9.01 of the Agreement, the Agreement may be amended by a written amendment thereto executed by the Corporation and the Purchaser; and

WHEREAS, the Corporation has requested that certain amendments be made to the Agreement, and the Purchaser has agreed to make such amendments to the Agreement subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS.

Upon the satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement is hereby amended as follows:

1.01. The following definitions in Section 1.01 of the Agreement are hereby amended and restated in their entireties to read as follows:

“*Credit Group*” or “*Credit Group Members*” means all Obligated Group Members and Designated Affiliates.

“*Historical Debt Service Coverage Ratio*” means, with respect to the period of time for which calculated, the ratio consisting of a numerator equal to the amount determined by dividing Income Available for Debt Service for such period by the Annual Debt Service for such period.

“*Income Available for Debt Service*” means, with respect to the Credit Group as to any period of time, excess of revenues over expenses before depreciation, amortization, and interest expense (including Financial Product Payments and Financial Product Receipts on Identified Financial Product Agreements), as determined in accordance with

GAAP and as shown on the financial statements delivered to the Purchaser pursuant to the terms hereof, *provided* that no determination thereof shall take into account:

(a) gifts, grants, bequests, donations or contributions, to the extent (i) temporarily restricted by the donor specifically for capital purposes or (ii) permanently restricted by the donor specifically to a particular purpose other than (1) payment of principal of, redemption premium and interest on MTI Indebtedness, (2) release into unrestricted funds, or (3) payment of operating expenses;

(b) the net proceeds of casualty insurance and condemnation awards;

(c) any gain or loss resulting from the extinguishment of MTI Indebtedness;

(d) any gain or loss resulting from the sale, exchange or other disposition of assets not in the ordinary course of business;

(e) any gain or loss resulting from any discontinued operations;

(f) any gain or loss resulting from pension terminations, settlements or curtailments;

(g) any unusual charges for employee severance;

(h) non-cash adjustments to the value of assets or liabilities resulting from changes in GAAP;

(i) unrealized gains or losses on investments, including “other than temporary” declines in Book Value;

(j) gains or losses resulting from changes in valuation of any hedging, derivative, interest rate exchange or similar contract (including Financial Product Agreements);

(k) any Financial Product Extraordinary Payments or similar payments on any hedging, derivative, interest rate exchange or similar contract that does not constitute a Financial Product Agreement;

(l) unrealized gains or losses from the write-down, reappraisal or revaluation of assets;

(m) other nonrecurring items of any extraordinary nature which do not involve the receipt, expenditure or transfer of assets; or

(n) any gains or losses or revenues or expenses attributable to transactions between any Credit Group Member or any other Credit Group Member;

provided, however, at the option of the Credit Group Representative, with the prior written consent of the Purchaser net realized gains and losses from the sale of investments may be included in the computation of Income Available for Debt Service on the basis of the average annual amount of those gains and losses for the three Fiscal Years immediately preceding the computation date (rather than including the actual amount of net realized gains and losses from the sale of investments for the period for which a computation is being made).

“Long-Term Indebtedness” means MTI Indebtedness having an original stated maturity of greater than one year (for avoidance of doubt, classification of MTI Indebtedness under GAAP shall not be controlling for purposes of determining whether MTI Indebtedness is Long-Term Indebtedness).

“Master Indenture” means the Existing Master Indenture, as amended and restated by that certain Amended and Restated Master Indenture dated as of April 1, 2018, by and between the Corporation and the Master Trustee, as amended and supplemented to date, including, without limitation, by the Fourteenth Supplemental Master Indenture, and as the same may be further amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms hereof and thereof.

“Related Documents” means this Agreement, the Bond Indenture, the Bonds, the Loan Agreement, the Master Indenture (including, without limitation, the Fourteenth Supplemental Master Indenture, the Master Bond Note and the Master Bank Note, and any other documents related to any of the foregoing or executed in connection therewith, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

“Trust Estate” means the Gross Receivables and the other property, monies and securities pledged from time to time to the Master Trustee under the Master Indenture for and securing the Required Payments and the other obligations, agreements and covenants to be performed and observed by the Obligated Group Members in accordance with Sections 3.07 of the Master Indenture and Section 2(a) of the Fourteenth Supplemental Master Indenture.

1.02. Section 1.01 of the Agreement is hereby amended by the deletion of the defined terms “Debt Service Requirements,” “Excluded Supplemental Master Indenture,” “Material Obligated Group Affiliate,” “Obligated Group Agent” and “Permitted Encumbrances” therefrom.

1.03. Section 1.01 of the Agreement is hereby amended by the addition of the following defined terms in the appropriate alphabetical order to read as follows:

“Annual Debt Service” means for each Fiscal Year the sum (without duplication) of the aggregate amount of principal and interest scheduled to become due and payable in such Fiscal Year on all Long-Term Indebtedness of the Credit Group then Outstanding, by scheduled maturity, acceleration, mandatory redemption or otherwise, but not including purchase price becoming due as a result of mandatory or optional tender or put, less (1)

any amounts of such principal or interest to be paid during such Fiscal Year from (a) the proceeds of MTI Indebtedness or (b) moneys or Government Obligations subject to an Irrevocable Deposit for the purpose of paying such principal or interest and (2) any Debt Service Subsidy in such Fiscal Year; *provided, however*, that if an Identified Financial Product Agreement has been entered into by any Credit Group Member with respect to Long-Term Indebtedness and the counterparty thereto has not defaulted in the payment obligations thereunder, interest on such Long-Term Indebtedness shall be included in the calculation of Annual Debt Service by including for each Fiscal Year an amount equal to the amount of interest payable on such Long-Term Indebtedness in such Fiscal Year at the rate or rates stated in such Long-Term Indebtedness plus any Financial Product Payments under an Identified Financial Product Agreement payable in such Fiscal Year minus any Financial Product Receipts under an Identified Financial Product Agreement receivable in such Fiscal Year.

“Book Value” has the meaning set forth in the Master Indenture.

“Credit Group Representative” means the Corporation or such other Credit Group Member (or Credit Group Members acting jointly) as may have been designated pursuant to written notice to the Master Trustee executed by all of the Obligated Group Members.

“Debt Service Subsidy” means direct subsidy payments payable to a Credit Group Member (or a Related Bond Issuer on behalf of a Credit Group Member) pursuant to Section 54AA of the Code with respect to MTI Indebtedness of such Credit Group Member or Related Bonds, or any similar federal or state program providing for payment to a Credit Group Member (or a Related Bond Issuer on behalf of a Credit Group Member) of all or a portion of debt service on Indebtedness of a Credit Group Member.

“Designated Affiliate” means any Person which has been so designated by the Credit Group Representative in accordance with Section 3.03 of the Master Indenture (including any Person designated as an “Obligated Group Affiliate” under the Existing Master Indenture) so long as such Person has not been further designated by the Credit Group Representative as no longer being a Designated Affiliate in accordance with Section 3.03 of the Master Indenture.

“Existing Master Indenture” means that certain Master Trust Indenture dated as of December 1, 1996, between the Corporation and the Master Trustee, as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof.

“Financial Product Agreement” has the meaning set forth in the Master Indenture.

“Financial Product Extraordinary Payments” has the meaning set forth in the Master Indenture.

“Financial Product Payments” has the meaning set forth in the Master Indenture.

“Financial Product Receipts” has the meaning set forth in the Master Indenture.

“Fourteenth Supplemental Master Indenture” means Supplemental Master Indenture No. 14 dated as of April 1, 2018, between Indiana University Health, Inc., as Credit Group Representative, and the Master Trustee.

“Government Issuer” means any municipal corporation, political subdivision, state, territory or possession of the United States, or any constituted authority or agency or instrumentality of any of the foregoing empowered to issue obligations on behalf thereof, which obligations would constitute Related Bonds hereunder.

“Government Obligations” has the meaning set forth in the Master Indenture.

“Gross Receivables” means all of the accounts, chattel paper, instruments and payment intangibles (all as defined in the UCC) of each Obligated Group Member, as are now in existence or as may be hereafter acquired and the proceeds thereof; excluding, however, (1) all Restricted Moneys and (2) all accounts or payment intangibles consisting of or arising from patents and royalties.

“Guaranty” has the meaning set forth in the Master Indenture.

“Identified Financial Product Agreement” has the meaning set forth in the Master Indenture.

“Irrevocable Deposit” has the meaning set forth in the Master Indenture.

“Material Credit Group Affiliate” means any Designated Affiliate with revenues that equal or exceed 10% of the aggregate revenues of the Credit Group.

“MTI Indebtedness” means any Guaranty (other than any Guaranty by any Credit Group Member of MTI Indebtedness of any other Credit Group Member) and any obligation of any Credit Group Member (a) for repayment of borrowed money, (b) with respect to capital or finance leases or (c) under installment sale agreements; *provided, however*, that if more than one Credit Group Member shall have incurred or assumed a Guaranty of a Person other than a Credit Group Member, or if more than one Credit Group Member shall be obligated to pay any obligation, for purposes of any computations or calculations under the Master Indenture such Guaranty or obligation shall be included only one time. Financial Product Agreements, trade payables, accrued expenses in the normal course of business, physician income guaranties or other credit/funding extension, any obligation to reimburse a bond insurer, financial institution or other Person which has guaranteed or otherwise assured the performance of a Member’s obligations under a Financial Products Agreement, or any obligation to repay moneys deposited by patients or others with a Obligated Group Member as security for or as prepayment of the cost of patient care, or any rights of residents of life care, elderly housing or similar facilities to endowment or similar funds deposited by or on behalf of such residents, shall not constitute MTI Indebtedness.

“Outstanding” has the meaning set forth in the Master Indenture.

“Permitted Liens” has the meaning set forth in the Master Indenture, as amended by Section 2(b) of the Fourteenth Supplemental Master Indenture.

“Related Bond Issuer” means the Government Issuer of any issue of Related Bonds.

“Related Bond Indenture” means any indenture, bond resolution, trust agreement or other comparable instrument pursuant to which a series of Related Bonds are issued.

“Related Bonds” means the revenue bonds or other obligations (including, without limitation, installment sale or lease obligations evidenced by certificates of participation) issued by any Government Issuer, the proceeds of which are loaned or otherwise made available to a Credit Group Member in consideration of the execution, authentication and delivery of a Master Indenture Obligation or Master Indenture Obligations to or for the order of such Government Issuer.

“Related Supplement” means an indenture supplemental to, and authorized and executed pursuant to the terms of, the Master Indenture.

“Required Payment” means any payment, whether at maturity, by acceleration, upon proceeding for redemption or otherwise, including without limitation, Financial Product Payments, Financial Product Extraordinary Payments and the purchase price of Related Bonds tendered or deemed tendered for purchase pursuant to the terms of a Related Bond Indenture, required to be made by any Obligated Group Member pursuant to any Related Supplement or any Master Indenture Obligation.

“Restricted Moneys” means the proceeds of any grant (including without limitation any government grant), gift, bequest, contribution or other donation (and, to the extent subject to the applicable restrictions, the investment income derived from the investment of such proceeds) specifically restricted by the donor or grantor to an object or purpose inconsistent with their use for the payment of Required Payments and for which the restriction has not been met.

1.04. The term *“Material Obligated Group Affiliate”* is hereby replaced in each place it appears throughout the Agreement with the term *“Material Credit Group Affiliate.”*

1.05. The term *“Obligated Group Affiliate”* is hereby replaced in each place it appears throughout the Agreement with the term *“Designated Affiliate.”*

1.06. The term *“Obligated Group Agent”* is hereby replaced in each place it appears throughout the Agreement with the term *“Credit Group Representative.”*

1.07. The term *“Permitted Encumbrances”* is hereby replaced in each place it appears throughout the Agreement with the term *“Permitted Liens.”*

1.08. Section 5.20 of the Agreement is hereby amended and restated in its entirety to read as follows:

Section 5.20. Credit Group. All of the Members of the Obligated Group and each Designated Affiliate are listed on Schedule 5.20 hereof. The Corporation is authorized to execute this Agreement, the Related Documents and all other documents in connection therewith on behalf of the Obligated Group and thereby bind each Member of the Obligated Group on a joint and several basis.

1.09. Schedule 5.20 of the Agreement is amended and restated in the form of the Schedule 5.20 attached hereto.

SECTION 2. CONDITIONS PRECEDENT.

This Amendment shall be effective as of the Amendment Date subject to the satisfaction of or waiver by the Purchaser of all of the following conditions precedent:

2.01. Delivery by the Corporation to the Purchaser of an executed counterpart of this Amendment.

2.02. Delivery by the Corporation to the Purchaser of an executed copy of the Master Indenture and the Fourteenth Supplemental Master Indenture.

2.03. The following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of Corporation contained in the Agreement and each of the Related Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

2.04. Receipt by the Purchaser of a copy of a resolution or other authorizing documentation of the governing body of the Corporation (which may be an existing authorizing resolution) approving the execution and delivery of the Master Indenture, the Fourteenth Supplemental Master Indenture and this Amendment and the performance of its obligations under the Master Indenture, the Fourteenth Supplemental Master Indenture and the Agreement, as amended by this Amendment, and the other matters contemplated hereby and thereby.

2.05. Receipt by the Purchaser of a closing certificate executed by an Authorized Officer certifying the name and signature of the person authorized to execute and deliver, on behalf of the Corporation, this Amendment, the Master Indenture, the Fourteenth Supplemental Master Indenture and the other matters contemplated hereby and thereby, in form and substance satisfactory to the Purchaser.

2.06. Receipt by the Purchaser of an opinion of counsel to the Corporation in form and substance satisfactory to the Purchaser and its counsel.

2.07. Receipt by the Purchaser of a no adverse tax opinion of Bond Counsel with respect to the amendment and restatement of the Existing Master Indenture in form and substance satisfactory to the Purchaser and its counsel.

2.08. Payment to the Purchaser or directly to its counsel, as applicable, on the Amendment Date, of the legal fees and expenses of counsel to the Purchaser.

2.09. All other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Purchaser and its counsel.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE CORPORATION.

In addition to the representations given in Article V of the Agreement, the Corporation, hereby represents and warrants as follows:

3.01. The execution and delivery of this Amendment and the performance by the Corporation of the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the Corporation.

3.02. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution and delivery of this Amendment and the performance by the Corporation of the Agreement, as amended hereby.

3.03. This Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, the exercise of judicial discretion in appropriate cases and limitations on legal remedies against the Corporation, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

SECTION 4. MISCELLANEOUS.

4.01. Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to, and shall mean and be a reference to, the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. THIS

AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF INDIANA.

4.02. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered will have the same force and effect as an originally signed version of such signature page.

[SIGNATURE PAGES FOLLOW]

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

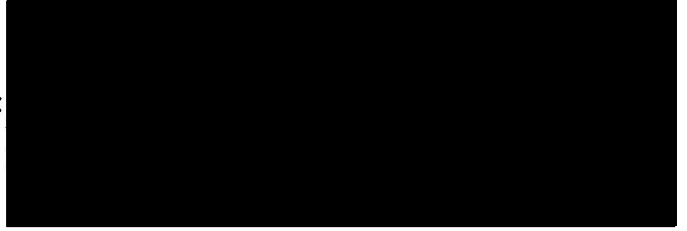
INDIANA UNIVERSITY HEALTH, INC., on behalf of
itself and as the Credit Group Representative
on behalf of the other Members of the Credit
Group

By:

By:

TD BANK, N.A., as Purchaser

By:



SCHEDULE 5.20

OBLIGATED GROUP MEMBER

Indiana University Health, Inc.

DESIGNATED AFFILIATE

Indiana University Health Tipton Hospital, Inc.