

NOTICE OF INCURRENCE OF FINANCIAL OBLIGATION
(Syndicated Credit Agreement)

Dated as of April 24, 2020

Advocate Aurora Health, Inc. (“**AAH**”), Advocate Health and Hospitals Corporation (“**AHHC**”), the Lenders party thereto, and JPMorgan Chase Bank, National Association, as Administrative Agent, have entered into a Credit Agreement (the “**Credit Agreement**”) dated as of April 24, 2020. The Credit Agreement is secured by an Obligation issued under the Second Amended and Restated Master Trust Indenture dated as of August 1, 2018 among AAH, AHHC, the other Obligated Group Members thereunder (the “**Obligated Group Members**”) and U.S. Bank National Association, as master trustee (as amended from time to time, the “**Master Indenture**”). A copy of the Credit Agreement is attached hereto.

Beneficial owners of the outstanding bonds (the “**Related Bonds**”) issued for the benefit of AAH, AHHC, and other Obligated Group Members should review a copy of the Credit Agreement in order to understand all of its terms. The Credit Agreement includes covenants, events of default, remedies and similar items in addition to the covenants, events of default and remedies included in the Master Indenture.

The filing of this notice does not constitute or imply any representation that no other information exists that may have a bearing on the financial condition of the Obligated Group, the security for the Related Bonds or an investor’s decision to buy, sell or hold the Related Bonds.

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CREDIT AGREEMENT

CREDIT AGREEMENT

DATED AS OF
APRIL 24, 2020

AMONG

ADVOCATE HEALTH AND HOSPITALS CORPORATION,
ADVOCATE AURORA HEALTH, INC.,
THE LENDERS PARTY HERETO

AND

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Administrative Agent

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
AS SOLE LEAD ARRANGER AND SOLE BOOK RUNNER

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COMMITMENT SCHEDULE

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EXHIBIT C-2	—	Interest Election Request
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EXHIBIT D-4	—	U.S. Tax Compliance Certificate (for Foreign Lenders that are Partnerships for U.S. Federal Income Tax Purposes)

CREDIT AGREEMENT

This Credit Agreement is entered into as of April 24, 2020, among ADVOCATE HEALTH AND HOSPITALS CORPORATION (the “*Borrower*”), ADVOCATE AURORA HEALTH, INC. (the “*Parent Corporation*”), the LENDERS (as hereinafter defined) party hereto and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent for the Lenders under this Agreement (hereinafter referred to in such capacity as the “*Administrative Agent*”). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in Section 1.01 hereof.

PRELIMINARY STATEMENT

The Borrower has requested, and the Lenders have agreed to extend, certain credit facilities on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS; INTERPRETATION.

Section 1.01. Definitions. The following terms when used herein shall have the following meanings:

“*ABR*,” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, is bearing interest at a rate determined by reference to the Alternate Base Rate.

“*Adjusted LIBO Rate*” means, with respect to any Eurodollar Borrowing (for any Interest Period) or ABR Borrowing an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for the such Interest Period multiplied by (b) the Statutory Reserve Rate.

“*Administrative Agent*” means JPMorgan Chase Bank, National Association, in its capacity as administrative agent for the Lenders hereunder.

“*Administrative Questionnaire*” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“*Affiliate*” when used with respect to each Member of the Obligated Group, has the meaning set forth in the Master Trust Indenture and, with respect to any other Person, means any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, another Person. A Person shall be deemed to control another Person for purposes of this definition if such Person possesses, directly or indirectly, the power to direct, or cause the

direction of, the management and policies of the other Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

“*Agent Indemnitee*” has the meaning assigned to it in Section 8.03(c) hereof.

“*Aggregate Exposure*” means, at any time, the aggregate Exposure of all the Lenders at such time.

“*Aggregate Unfunded Commitment*” means the sum of all Unfunded Commitments.

“*Agreement*” means this Credit Agreement, as the same may be amended, modified, or restated from time to time in accordance with the terms hereof.

“*AHCN*” means Advocate Health Care Network, an Illinois not-for-profit corporation.

“*Alternate Base Rate*” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus 0.5%, and (c) the Adjusted LIBO Rate for a one-month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 2.50%; *provided* that, for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate (or if the LIBO Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day, subject to the interest rate floors set forth therein. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.12 hereof, then the Alternate Base Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

“*Anti-Corruption Laws*” means all laws, rules, and regulations of any jurisdiction applicable to any Member or any of its Subsidiaries or Affiliates from time to time concerning or relating to bribery or corruption.

“*Applicable Parties*” has the meaning assigned to it in Section 7.03(c) hereof.

“*Applicable Percentage*” means, at any time with respect to any Lender, a percentage equal to a fraction the numerator of which is such Lender’s Commitment at such time and the denominator of which is the aggregate Commitments at such time (*provided* that, if the Commitments have terminated or expired, the Applicable Percentages shall be determined based upon such Lender’s share of the Aggregate Exposure at such time); *provided* that, in accordance with Section 2.18 hereof, so long as any Lender shall be a Defaulting Lender, such Defaulting Lender’s Commitment shall be disregarded in the calculations above.

“*Applicable Rate*” means, (A) for any day, with respect to any Loan comprising an ABR Borrowing, (i) when the Aggregate Exposure is less than fifty percent (50%) of the aggregate Commitments, the applicable rate per annum under the caption “Column A (ABR),” (ii) when the Aggregate Exposure is greater than or equal to fifty percent (50%) of the aggregate Commitments but less than seventy-five percent (75%) of the aggregate Commitments, the applicable rate per annum under the caption “Column B (ABR),” and (iii) when the Aggregate Exposure is greater than or equal to seventy-five percent (75%) of the aggregate Commitments, the applicable rate per annum under the caption “Column C (ABR),” and (B) for any day, with respect to the commitment fees payable hereunder, the applicable rate per annum under the caption “Commitment Fee Rate,” in each case, corresponding to the Debt Rating set forth in the applicable Level in the pricing matrix below under such caption as the case may be, from time to time in effect for each day during each related period, as specified below:

LEVEL	MOODY’S RATING	S&P RATING	FITCH RATING	COLUMN A (ABR)	COLUMN B (ABR)	COLUMN C (ABR)	COMMITMENT FEE RATE
Level 1	Aa3 or above	AA- or above	AA- or above	0.25%	0.375%	0.50%	0.30%
Level 2	A1	A+	A+	0.35%	0.475%	0.60%	0.40%
Level 3	A2	A	A	0.45%	0.575%	0.70%	0.50%
Level 4	A3	A-	A-	0.55%	0.675%	0.80%	0.60%
Level 5	Baa1	BBB+	BBB+	0.65%	0.775%	0.90%	0.70%
Level 6	Baa2 and below	BBB or below	BBB or below	0.75%	0.875%	1.00%	0.80%

In the event of split Debt Ratings (*i.e.*, one Rating is at a different Level than one or more of the other Ratings), the Applicable Rate shall be based upon the Level in which the lowest Rating(s) appears (for the avoidance of doubt, Level 6 is the lowest Level, and Level 1 is the highest Level for purposes of the immediately above pricing matrix). References to Debt Ratings above are references to rating categories as presently determined by Moody’s, S&P and Fitch and in the event of adoption of any new or changed rating system by Moody’s, S&P or Fitch, including, without limitation, any recalibration or realignment of the Debt Rating in connection with the adoption of a “global” rating scale, each of the Debt Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. In the event that any Debt Rating is suspended or withdrawn for credit related reasons, and so long as such Debt Rating shall remain suspended or withdrawn for credit related reasons the interest rate on the Loans shall bear interest at the Default Rate. Any change in the Applicable Rate resulting from a change in a Debt Rating shall be and become effective as of and on the date of the announcement of the change in such Debt Rating.

“*Approved Electronic Platform*” has the meaning assigned to it in Section 7.03(a) hereof.

“*Approved Fund*” has the meaning assigned to the term in Section 8.04(b) hereof.

“*Arranger*” means JPMorgan Chase Bank, National Association, in its capacity as sole bookrunner and sole lead arranger hereunder.

“Assignment and Assumption” means an assignment and assumption agreement entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 8.04 hereof), and accepted by the Administrative Agent, in the form of Exhibit B or any other form (including electronic records generated by the use of an electronic platform) approved by the Administrative Agent.

“Authorized Representative” means those persons shown on the list of officers provided by the Parent Corporation or the Borrower pursuant to this Agreement or on any update of any such list provided by the Parent Corporation or the Borrower to the Administrative Agent, or any further or different officer of the Parent Corporation or the Borrower so named by any Authorized Representative of the Parent Corporation or the Borrower in a written notice to the Administrative Agent.

“Availability” means, at any time, an amount equal to (a) the aggregate Commitments minus (b) the Aggregate Exposure (calculated, with respect to any Defaulting Lender, as if such Defaulting Lender had funded its Applicable Percentage of all outstanding Borrowings).

“Availability Period” means the period from and including the Effective Date to but excluding the Maturity Date.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“Bail-In Legislation” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Bank Agreement” means any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement, or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) to make or provide funds to make payment of, or to purchase or provide credit enhancement for bonds or notes of any Member of the Obligated Group secured by an MTI Obligation.

“Bank Master Note” means the MTI Obligation issued to the Administrative Agent, on behalf of each Lender, pursuant to the Master Trust Indenture and the Supplemental Master Trust Indenture, evidencing and securing the Obligations owed to the Lenders under this Agreement.

“Bankruptcy Event” means, with respect to any Person, when such Person becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business, appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment or has had any order for relief in such proceeding entered in respect thereof, *provided* that a Bankruptcy Event

shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides such Person with immunity from the jurisdiction of courts within the U.S. or from the enforcement of judgments or writs of attachment on its assets or permits such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“*Beneficial Ownership Certification*” means a certification regarding beneficial ownership or control that is required by the Beneficial Ownership Regulation.

“*Beneficial Ownership Regulation*” means 31 C.F.R. Section 1010.230.

“*Borrower*” has the meaning set forth in the introductory paragraph hereof.

“*Borrowing*” means Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

“*Borrowing Request*” means a request by the Borrower for a Borrowing in accordance with Section 2.03 hereof, which shall be substantially in the form of Exhibit C-1 hereto or any other form approved by the Administrative Agent.

“*Business Day*” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City or in the State of Wisconsin or the State of Illinois are authorized or required by law to remain closed; *provided* that, when used in connection with a Eurodollar Loan, the term “Business Day” shall also exclude any day on which banks are not open for general business in London.

“*Capitalized Lease*” means any lease of Property which in accordance with GAAP is required to be capitalized on the balance sheet of the lessee.

“*Change in Law*” means the occurrence after the date of this Agreement (or, with respect to any Lender, such later date on which such Lender becomes a party to this Agreement) of any of the following: (a) the adoption or taking effect of any Law, including, without limitation Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) compliance by any Lender (or, for purposes of Section 2.13(b), by any lending office of such Lender or by such Lender’s holding company, if any) with the making or issuance of any request, rule, ruling, guideline, regulation 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, ruling, guidelines, regulations or directives thereunder or issued in connection therewith or in the implementation thereof, and (ii) all requests, rules, rulings, guidelines, regulations 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, shall in each case be deemed to be a “*Change in Law*”, regardless of the date enacted, adopted or issued or implemented.

“*Charges*” has the meaning assigned to such term in Section 8.17 hereof.

“*Chase*” means JPMorgan Chase Bank, National Association, a national banking association, in its individual capacity, and its successors.

“*Church Plan*” means with respect to any Member and each Subsidiary at any time, an employee pension benefit plan, which qualifies as a “church plan” as defined in Section 3(33)(A) of ERISA, which is exempt from the requirements of Title I of ERISA pursuant to Section 4(b)(2) of ERISA and is maintained or contributed to by a member of any Member or to which a member of a Member could have liability.

“*Code*” means the Internal Revenue Code of 1986, as amended, and any successor statute thereto.

“*Commitment*” means, with respect to each Lender, the amount set forth on the Commitment Schedule opposite such Lender’s name, or in the Assignment and Assumption or other documentation or record (as such term is defined in Section 9-102(a)(70) of the New York Uniform Commercial Code) as provided in Section 8.04(b)(ii)(C), pursuant to which such Lender shall have assumed its Commitment, as applicable, as such Commitment may be reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 8.04; *provided*, that at no time shall the Exposure of any Lender exceed its Commitment. The initial aggregate amount of the Lenders’ Commitments is \$1,150,000,000.

“*Commitment Schedule*” means the Schedule attached hereto identified as such.

“*Commodity Exchange Act*” means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*), as amended from time to time, and any successor statute.

“*Communications*” has the meaning assigned to such term in Section 7.03(c).

“*Compliance Certificate*” means a certificate of an Authorized Representative in substantially the form of Exhibit A hereto.

“*Confidential Information*” means any sensitive or confidential information regarding the Borrower, the Parent Corporation, any other System Affiliate, the Administrative Agent, any Lender or any Affiliate of the Administrative Agent or any Lender including, without limitation, address and account information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees and signatories.

“*Connection Income Taxes*” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“*Controlled Group*” means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with any

Member of the Obligated Group or any subsidiary thereof, are treated as a single employer under Section 414 of the Code.

“*COVID-19 Event*” means the declaration on March 13, 2020, of the national emergency relating to COVID-19 and related federal, state and local measures.

“*COVID-19 Impact*” means the impact on the financial results and operations of the Obligated Group or Obligated Group Members, as applicable, arising out of or otherwise relating to the COVID-19 Event.

“*Credit Party*” means the Administrative Agent or any other Lender.

“*Days Cash on Hand*” means the amount determined by dividing (1) Unrestricted Cash and Investments of the System Affiliates as of the applicable calculation date by (2) the quotient obtained by dividing (a) operating expenses less depreciation and amortization, non-recurring expenses, and non-recurring, non-cash losses of the System Affiliates for the twelve-month period immediately preceding the applicable calculation date by (b) the number of days in such period.

“*Debt Rating*” means the unenhanced long-term debt ratings assigned by a Rating Agency to any Indebtedness of the Obligated Group evidenced or secured by an MTI Obligation.

“*Debt Service Requirement*” means, for any period of time for which such determination is made, the aggregate of the regularly scheduled payments made expressly for principal (or mandatory sinking fund or installment purchase price or Capitalized Lease rental or similar payments) and interest expense on Outstanding Long-Term Indebtedness of a Person during such period. In calculating the Debt Service Requirement, the following assumptions shall apply:

(a) if moneys or Government Obligations have been deposited with a trustee or escrow agent in an amount, together with earnings thereon, sufficient to pay all or a portion of the principal of or interest on Long-Term Indebtedness as it comes due, such principal or interest, as the case may be, to the extent provided for, shall not be included in computations of the Debt Service Requirement;

(b) if a Person has entered into a Financial Products Agreement with respect to Long-Term Indebtedness, payments made by or paid to such Person under its terms shall be included in computations of the Debt Service Requirement;

(c) Principal or interest shall be excluded from the determination of the Debt Service Requirement to the extent that escrowed or trustee-held funds are exclusively available to pay such principal or interest;

(d) Principal of and interest on Long-Term Indebtedness shall be excluded from the determination of Debt Service Requirements to the extent that such interest and/or principal is payable from Debt Service Subsidies; and

(e) for any Long-Indebtedness refunded or refinanced by new Indebtedness, the amount of principal taken into account during such period shall be assumed to equal only the principal and interest, if any, not paid from the proceeds of such new Indebtedness.

All capitalized terms used in this definition and not otherwise defined herein shall have the meanings set forth in the Master Trust Indenture in effect as of the date hereof unless otherwise consented to by the Required Lenders.

“*Default*” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“*Default Rate*” has the meaning assigned to it in Section 2.11(c) hereof.

“*Defaulting Lender*” means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans or (ii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender’s good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations as of the date of certification) to fund prospective Loans under this Agreement, *provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of (i) a Bankruptcy Event or (ii) a Bail-In Action.

“*dollars*” or “\$” refers to lawful money of the U.S.

“*ECP*” means an “eligible contract participant” as defined in Section 1(a)(18) of the Commodity Exchange Act or any regulations promulgated thereunder and the applicable rules issued by the Commodity Futures Trading Commission and/or the U.S. Securities and Exchange Commission.

“*EEA Financial Institution*” means (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“*EEA Member Country*” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“*EEA Resolution Authority*” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“*Effective Date*” means April 24, 2020, subject to the satisfaction or waiver by all of the Lenders of the conditions specified in Section 3.01 hereof.

“*Electronic Signature*” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“*Electronic System*” means any electronic system, including e-mail, e-fax, web portal access for the Borrower and the Parent Corporation and any other Internet or extranet-based site, whether such electronic system is owned, operated or hosted by the Administrative Agent and any of its respective Related Parties or any other Person, providing for access to data protected by passcodes or other security system.

“*EMMA*” means Electronic Municipal Market Access as provided by the Municipal Securities Marketing Board.

“*Environmental Laws*” means all laws, judgments, decrees, permits, licenses, agreements and other governmental restrictions, now or at any time hereafter in effect, relating to (a) the emission, discharge or Release of Hazardous Materials into the environment, or (b) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, or (c) the investigation, clean-up or remediation thereof. These Environmental Laws shall include but not be limited to the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect and local health department ordinances.

“*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 other Member of the Obligated Group directly or indirectly resulting from or based upon (a) any violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) any exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous 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, or any successor statute thereto.

“ERISA Group” means the Borrower and all members of a controlled group of corporations and all trades or business (whether or not incorporated) under common control which, together with the Borrower, are treated as a single employer under Section 414 of the Code.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“Eurodollar”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bear interest at a rate determined by reference to the Adjusted LIBO Rate.

“Eurodollar Spread” means, for any day, with respect to any Loans comprising Eurodollar Borrowings, (i) when the Aggregate Exposure is less than fifty percent (50%) of the aggregate Commitments, the applicable rate per annum under the caption “Column A,” (ii) when the Aggregate Exposure is greater than or equal to fifty percent (50%) of the aggregate Commitments but less than seventy-five percent (75%) of the aggregate Commitments, the applicable rate per annum under the caption “Column B,” and (iii) when the Aggregate Exposure is greater than or equal to seventy-five percent (75%) of the aggregate Commitments, the applicable rate per annum under the caption “Column C,” in each case, corresponding to the Debt Rating set forth in the applicable Level in the pricing matrix below under such as the case may be, from time to time in effect for each day during each related period, as specified below:

LEVEL	MOODY’S RATING	S&P RATING	FITCH RATING	COLUMN A	COLUMN B	COLUMN C
Level 1	Aa3 or above	AA- or above	AA- or above	1.25%	1.375%	1.50%
Level 2	A1	A+-	A+-	1.35%	1.475%	1.60%
Level 3	A2	A	A	1.45%	1.575%	1.70%
Level 4	A3	A-	A-	1.55%	1.675%	1.80%
Level 5	Baa1	BBB+	BBB+	1.65%	1.775%	1.90%
Level 6	Baa2 and below	BBB or below	BBB or below	1.75%	1.875%	2.00%

In the event of split Debt Ratings (*i.e.*, one Debt Rating is at a different Level than one or more of the other Ratings), the Eurodollar Spread shall be based upon the Level in which the lowest Debt Rating(s) appears (for the avoidance of doubt, Level 6 is the lowest Level, and Level 1 is the highest Level for purposes of the immediately above pricing matrix). References to Debt Ratings above are references to rating categories as presently determined by Moody’s, S&P and Fitch and in the event of adoption of any new or changed rating system by Moody’s, S&P or Fitch, including, without limitation, any recalibration or realignment of the Debt Rating in connection with the adoption of a “global” rating scale, each of the Debt Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. Any change in the

Eurodollar Spread resulting from a change in a Debt Rating shall be and become effective as of and on the date of the announcement of the change in such Debt Rating.

“*Event of Default*” has the meaning assigned to such term in Article VI hereof.

“*Excluded Taxes*” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.17(b) hereof) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.15 hereof, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender acquired the applicable interest in a Loan or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient’s failure to comply with Section 2.15(f) and (d) any withholding Taxes imposed under FATCA.

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

“*FATCA*” means Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

“*Federal Funds Effective Rate*” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as the NYFRB shall set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, *provided* that, if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

“*Federal Reserve Board*” means the Board of Governors of the Federal Reserve System of the United States of America.

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

“*First Supplemental Indenture*” means the First Supplemental Master Trust Indenture dated as of January 17, 2013, among the Borrower, AHCN, Advocate Condell Medical Center,

Advocate North Side Health Network and the Master Trustee, supplementing the Amended and Restated Master Trust Indenture dated as of September 1, 2011, between Members of the Obligated Group identified therein and the Master Trustee, as supplemented and amended.

“*Fiscal Year*” has the meaning set forth in the Master Trust Indenture.

“*Fitch*” means Fitch Ratings, Inc., and its successors and assigns.

“*Flood Laws*” has the meaning assigned to such term in Section 7.10 hereof.

“*Foreign Lender*” means (a) if the Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if the Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes.

“*Funding Account*” has the meaning assigned to such term in Section 3.01(g) hereof.

“*GAAP*” means generally accepted accounting principles in the United States set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession), which are applicable to the circumstances as of the date of determination.

“*Governmental Approvals*” means an authorization, consent, approval, license or exemption of, registration or filing with, or report to, any Governmental Authority.

“*Governmental Authority*” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including, without limitation, any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervisory Practices or any successor or similar authority to any of the foregoing).

“*Governmental Board*” means any government or political subdivision, or any agency, board, commission, department or instrumentality of either, or any court, tribunal, central bank or arbitrator, which has the legal authority to bind any of the parties to this Agreement.

“*Hazardous Materials*” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Health Care Laws” means all relevant federal and state laws regulating health services or payment, including, but not limited to, Section 1128B(b) and Section 1877 of the Social Security Act, as amended, the federal Anti Kickback Statute (42 U.S.C. § 1320a 7b(b)), the Stark Law (42 U.S.C. § 1395nn), the Anti Inducement Law (42 U.S.C. § 1320a 7a(a)(5)), the civil False Claims Act (31 U.S.C. § 3729 et seq.), the administrative False Claims Law (42 U.S.C. § 1320a 7b(a)), the exclusion laws (42 U.S.C. § 1320a 7), the civil monetary penalty laws (42 U.S.C. § 1320a 7a), the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320d 1320d 8), Medicare, Medicaid, and any other state or federal law, regulation, guidance document, manual provision, program memorandum, opinion letter, or other issuance which regulates kickbacks, patient or program charges, recordkeeping, referrals, the hiring of employees or acquisition of services or supplies from those who have been excluded from government health care programs, quality, safety, privacy, security, licensure, accreditation, or any other aspect of providing health care.

“Historical Debt Service Coverage Ratio” means, for any period of time, the ratio determined by dividing Income Available for Debt Service for that period by the Debt Service Requirement for such period; provided that, when such calculation is being made with respect to the System, Income Available for Debt Service and Debt Service Requirements shall be determined only with respect to those Persons who are System Affiliates at the close of such period.

“IBA” has the meaning assigned to such term in Section 1.04 hereof.

“Income Available for Debt Service” shall mean, unless the context provides otherwise, with respect to the System as to any period of time, net income, or excess of revenues over expenses (excluding income from all Irrevocable Deposits) before depreciation, amortization, and interest expense on Long-Term Indebtedness (which reflects Financial Product Payments made and any Financial Product Receipts received pursuant to a Financial Product Agreement with respect to any such Long-Term Indebtedness), as determined in accordance with GAAP; *provided*, that no determination thereof shall take into account:

- (a) any gain or loss resulting from either the early extinguishment or refinancing of Indebtedness;
- (b) any gain or loss resulting from the sale, exchange or other disposition of capital assets not made in the ordinary course of business;
- (c) any gain or loss resulting from pension terminations, settlements or curtailments;
- (d) any unusual charges for employee severance;
- (e) the net proceeds of insurance (other than business interruption insurance) and condemnation awards;
- (f) any gain or loss resulting from any discontinued operations;

- (g) any Financial Product Extraordinary Payment or similar payment;
- (h) extraordinary non-cash items;
- (i) adjustments to the value of assets or liabilities resulting from changes in GAAP;
- (j) unrealized gains or losses on investments, including “other than temporary” declines in Book Value;
- (k) asset impairment charges;
- (l) unrealized gains or losses of any kind;
- (m) any expenses resulting from a forgiveness of or the establishment of reserves against Indebtedness of an Affiliate that does not constitute an extraordinary expense and, if such calculation is being made with respect to the System, excluding any such expenses attributable to transactions between any System Affiliate and any other System Affiliate;
- (n) unrealized gains or losses resulting from changes in valuation of any Financial Product Agreement; and
- (o) any nonrecurring item which does not involve the receipt, expenditure or transfer of cash or other assets.

and *provided further, however*, at the option of the Obligated Group Agent and with the consent of the Administrative Agent, in accordance with Section 8.02(b) hereof, 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 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.

All capitalized terms used in this definition and not otherwise defined herein shall have the meanings set forth in the Master Trust Indenture in effect as of the date hereof unless otherwise consented to by the Required Lenders.

“*Impacted Interest Period*” has the meaning assigned to such term in the definition of “LIBO Rate.”

“*Indebtedness*” shall have the meaning set forth in the Master Trust Indenture; *provided, however*, that any current or future leases, including the renewal of any existing leases, which as of the date of the Master Trust Indenture would not have been considered Capitalized Leases, shall not be included in the definition of “Indebtedness.”

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Related Document and (b) to the extent not otherwise described in the foregoing clause (a), Other Taxes.

“Indemnitee” has the meaning assigned to such term in Section 8.03(b) hereof.

“Ineligible Institution” has the meaning assigned to such term in Section 8.04(b) hereof.

“Information” has the meaning assigned to such term in Section 8.12 hereof.

“Interest Election Request” means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.06 hereof, which shall be substantially in the form of Exhibit C-2 hereto or any other form approved by the Administrative Agent.

“Interest Payment Date” means (a) with respect to any ABR Loan, the first Business Day of each calendar month and the Maturity Date and (b) with respect to any Eurodollar Loan, the last day of each Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months’ duration, each day prior to the last day of such Interest Period that occurs at intervals of three months’ duration after the first day of such Interest Period and the Maturity Date.

“Interest Period” means with respect to any Eurodollar Borrowing, the period commencing on the date of such Eurodollar Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as the Borrower may elect; *provided* that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Interpolated Rate” means, at any time, for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period (for which the LIBO Screen Rate is available) that is shorter than the Impacted Interest Period and (b) the LIBO Screen Rate for the shortest period (for which the LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time; *provided* that, if any Interpolated Rate shall be less than one percent (1.00%), such rate shall be deemed to be one percent (1.00%) for purposes of this Agreement.

“*Investment Policy*” means the investment policies of the Obligated Group delivered to the Administrative Agent pursuant to Section 3.01(a)(viii) hereof, or any revision thereof delivered to the Administrative Agent, on behalf of the Lenders.

“*IRS*” means the United States Internal Revenue Service.

“*Knowledge Officer*” means the chief executive officer, chief financial officer, treasurer, chief debt officer, chief accounting officer, or controller.

“*Law*” or “*Laws*” means federal, state and local laws, statutes, rules, ordinances, regulations, codes, licenses, authorizations, decisions, injunctions, interpretations, orders or decrees of any court or other Governmental Board having jurisdiction as may be in effect from time to time.

“*Lenders*” means the Persons listed on the Commitment Schedule and any other Person that shall have become a Lender hereunder pursuant to an Assignment and Assumption or otherwise, other than any such Person that ceases to be a Lender hereunder pursuant to an Assignment and Assumption or otherwise.

“*LIBO Rate*” means, (a) with respect to any Eurodollar Borrowing (for any applicable Interest Period) or ABR Borrowing, the LIBO Screen Rate at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period (unless otherwise set forth herein); *provided* that, if the LIBO Screen Rate shall not be available at such time for such Interest Period (an “*Impacted Interest Period*”), then the LIBO Rate shall be the Interpolated Rate, subject to Section 2.12 hereof in the event that the Administrative Agent shall conclude that it shall not be possible to determine such Interpolated Rate (which conclusion shall be conclusive and binding absent manifest error). Notwithstanding the above, to the extent that “*LIBO Rate*” or “*Adjusted LIBO Rate*” is used in connection with an ABR Borrowing, such rate shall be determined as modified by the definition of Alternate Base Rate.

“*LIBO Screen Rate*” means, for any day and time, with respect to any Eurodollar Borrowing (for any Interest Period) or ABR Borrowing, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for Dollars) for a period equal in length to such Interest Period as displayed on such day and time on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion); *provided* that, if the LIBO Screen Rate as so determined would be less than one percent (1.00%), such rate shall be deemed to one percent (1.00%) for the purposes of this Agreement.

“*Lien*” has the meaning set forth in the Master Trust Indenture.

“*Loan*” means a Loan made pursuant to Section 2.01 hereof.

“*Long-Term Indebtedness*” has the meaning set forth in the Master Trust Indenture.

“*Master Trust Indenture*” means the certain Second Amended and Restated Master Trust Indenture dated as of August 1, 2018, between the Members of the Obligated Group identified therein and the Master Trustee, as the same may have been amended and supplemented, including, without limitation, by the Supplemental Master Trust Indenture, and as the same may be further amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof; *provided, however*, for purposes of this Agreement and notwithstanding anything herein to the contrary “*Master Trust Indenture*” shall include supplements or amendments to the covenants or other provisions of the Master Trust Indenture that are solely for the benefit of, or that exist while, certain MTI Obligations are outstanding only so long as such MTI Obligations 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 Documents*,” “*Master Trust Indenture*” shall not include any amendments, supplements or restatements thereto other than permanent amendments, supplements or restatements thereto.

“*Master Trustee*” means U.S. Bank National Association, or any successor trustee under the Master Trust Indenture.

“*Material Adverse Effect*” or “*Material Adverse Change*” means (a) a material adverse change in, or material adverse effect upon, the operations, business, assets, Property, liability (actual or contingent) condition (financial or otherwise) or prospects of the Obligated Group taken as a whole, (b) a material impairment of the ability of the Obligated Group to perform its obligations under any Related Document, or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Member of the Obligated Group of any Related Document or the rights and remedies of the Administrative Agent or any Lender thereunder, in each case, as determined by the Administrative Agent or such Lender in its reasonable discretion. In clarification of the foregoing, for purposes of clause (a) of this definition, a “*Material Adverse Effect*” shall have occurred only if any event or combination of events results in, or could reasonably be expected to result in (i) a 5% or greater decrease in the Unrestricted Net Assets of the Obligated Group since the date of the last audited financial statements (excluding unrealized gains or losses on investments, adjustments to the value of assets or liabilities resulting from changes in GAAP, any change in the annual pension obligation valuation and unrealized gains and losses resulting from changes in the valuation of Financial Product Agreements); *provided, however*, at such time that all Bank Agreements of the Members of the Obligated Group contain a threshold of 10% or greater of the total assets of the System, the reference to 5% or greater decrease in the Unrestricted Net Assets of the Obligated Group in this clause (i) shall be deemed to be automatically amended to 10% or greater decrease in the total assets of the System; or (ii) this Agreement or any Related Document ceasing to be a legal, valid and binding obligation, enforceable against any Member of the Obligated Group (other than in accordance with its terms).

“*Material Affiliate*” means any Person whose total net assets for the most recent Fiscal Year, or whose total net revenues for the most recent Fiscal Year are 10% or more of the combined or consolidated net assets or net revenues (including the net assets or net revenues of such Person) as shown on the financial statements of the System for the most recently completed Fiscal Year of the System.

“*Maturity Date*” means April 23, 2021 (if the same is a Business Day, or if not then the immediately next succeeding Business Day), or any earlier date on which the Commitments are reduced to zero or otherwise terminated pursuant to the terms hereof.

“*Maximum Rate*” has the meaning assigned to such term in Section 8.17 hereof.

“*Medicaid*” means, collectively, the health care assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§ 1396 *et seq.*) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders, guidelines or requirements pertaining to such program including (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting such program; (b) all state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations promulgated in connection with such program; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all government authorities promulgated in connection with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

“*Medicare*” means, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. §§ 1395 *et seq.*) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders or guidelines pertaining to such program including (a) all federal statutes (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting such program; and (b) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all governmental authorities promulgated in connected with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

“*Member*” and “*Member of the Obligated Group*” has the meaning set forth in the Master Trust Indenture.

“*Moody’s*” means Moody’s Investors Service, Inc., and its successors and assigns.

“*MTI Obligation*” means an “Obligation” as such term is defined in the Master Trust Indenture.

“*Non-Consenting Lender*” has the meaning assigned to such term in Section 8.02(c) hereof.

“*NYFRB*” means the Federal Reserve Bank of New York.

“*NYFRB Rate*” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); *provided* that if none of such rates are published for any day that is a Business Day, the term “*NYFRB Rate*” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; *provided, further*, that if

any of the aforesaid rates as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“*Obligated Group*” has the meaning set forth in the Master Trust Indenture.

“*Obligated Group Agent*” means the Obligated Group Agent under and as defined in the Master Trust Indenture; which, on the date hereof, is the Parent Corporation.

“*Obligations*” means all unpaid principal of and accrued and unpaid interest on the Loans, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), obligations and liabilities of the Borrower, the Parent Corporation or any other Member of the Obligated Group to any of the Lenders, the Administrative Agent or any indemnified party, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, in each case, arising or incurred under this Agreement or any of the other Related Documents or in respect of any of the Loans made or reimbursement or other obligations incurred or other instruments at any time evidencing any thereof; provided, that Obligations shall be those that pertain solely as a result of this Agreement, the Supplemental Master Trust Indenture, and the Bank Master Note and the transactions contemplated therein and herein, including related obligations under the Master Trust Indenture, and not as a result of any other transaction secured under the Master Trust Indenture.

“*OFAC*” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“*Other Connection Taxes*” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than a connection arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced, any Related Document, or sold or assigned an interest in any Loan or any Related Document).

“*Other Taxes*” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Related Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.17 hereof).

“*Overnight Bank Funding Rate*” means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as

an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).

“*Parent*” means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

“*Parent Corporation*” means Advocate Aurora Health, Inc., and its successors and assigns.

“*Patriot Act*” means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended from time to time, and any successor statute.

“*Participant*” has the meaning assigned to such term in Section 8.04(c) hereof.

“*Participant Register*” has the meaning assigned to such term in Section 8.04(c) hereof.

“*Payment in Full*” means, (i) the indefeasible payment in full in cash of all outstanding Loans, together with accrued and unpaid interest thereon, (ii) the indefeasible payment in full in cash of the accrued and unpaid fees, (iii) the indefeasible payment in full in cash of all reimbursable expenses, together with accrued and unpaid interest thereon and (iv) the termination of all Commitments.

“*PBGC*” means the Pension Benefit Guaranty Corporation or any Person succeeding to any or all of its functions under ERISA.

“*Permitted Encumbrances*” has the meaning set forth in the Master Trust Indenture.

“*Person*” means an individual, partnership, corporation, limited liability company, association, joint stock company, joint venture, trust, unincorporated organization, or any other entity or organization, including a government or agency or political subdivision or any agency or instrumentality thereof.

“*Plan*” means any employee pension benefit plan covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code that either (a) is maintained by a member of the Controlled Group for employees of a member of the Controlled Group or (b) is maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which a member of the Controlled Group is then making or accruing an obligation to make contributions or has within the preceding five plan years made contributions.

“*Prime Rate*” means the rate of interest last quoted by *The Wall Street Journal* as the “Prime Rate” in the U.S. or, if *The Wall Street Journal* ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each

change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“*Property*” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“*PTE*” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“*Quarterly Payment Date*” has the meaning set forth in Section 2.10(a) hereof.

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

“*Recipient*” means, as applicable, (a) the Administrative Agent, (b) any Lender or (c) any combination thereof (as the context requires).

“*Register*” has the meaning assigned to such term in Section 8.04(b)(iv) hereof.

“*Regulation D*” means Regulation D of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“*Regulation T*” means Regulation T of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“*Regulation U*” means Regulation U of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“*Regulation X*” means Regulation X of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“*Related Documents*” means, collectively, this Agreement, each Compliance Certificate, the Master Trust Indenture, the Supplemental Master Trust Indenture, the Bank Master Note and each other agreement, instrument, document and certificate executed and delivered to, or in favor of, the Administrative Agent or any Lender, and each other written matter whether heretofore, now or hereafter executed by or on behalf of any Member of the Obligated Group, or any employee of any Member of the Obligated Group, and delivered to the Administrative Agent or any Lender in connection with this Agreement or the transactions contemplated hereby. Any reference in this Agreement or any other Related Document to a Related Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Related Document as the same may be in effect at any and all times such reference becomes operative.

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

“*Release*” means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing, or dumping of any substance into the environment.

“*Report*” means reports prepared by the Administrative Agent or another Person showing the results of appraisals, field examinations or audits pertaining to the Borrower’s assets from information furnished by or on behalf of the Borrower, after the Administrative Agent has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by the Administrative Agent.

“*Required Lenders*” means, subject to Section 2.18 hereof, at any time, Lenders having Exposure and Unfunded Commitments representing at least 51% of the sum of the Aggregate Exposure and Unfunded Commitments at such time.

“*Requirement of Law*” means, with respect to any Person, (a) the charter, articles or certificate of organization or incorporation and bylaws or operating, management or partnership agreement, or other organizational or governing documents of such Person and (b) any statute, law (including common law), treaty, rule, regulation, code, ordinance, order, decree, writ, judgment, injunction or determination of any arbitrator or court or other Governmental Authority (including Environmental Laws), in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“*Restricted Affiliate*” means any Person that has been designated as such in accordance with the Master Trust Indenture so long as such Person has not been further designated as no longer being a Restricted Affiliate as provided in the Master Trust Indenture.

“*Risk-Based Capital Guidelines*” means (i) the risk-based capital guidelines in effect in the United States from time to time, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations.

“*S&P*” means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, and its successors and assigns.

“*Sanctioned Country*” means, at any time, any country, region or territory which is itself the subject or target of any comprehensive Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria).

“*Sanctioned Person*” means, at any time, (a) any Person or group listed in any Sanctions related list of designated Persons maintained by OFAC or the U.S. Department of State, the United Nations Security Council, the European Union or any EU member state, (b) any Person or group operating, organized or resident in a Sanctioned Country, (c) any agency, political subdivision or instrumentality of the government of a Sanctioned Country, or (d) any Person 50% or more owned, directly or indirectly, or otherwise controlled by any of the above.

“*Sanctions*” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom.

“*State*” means the State of Illinois.

“*Statements*” has the meaning assigned to such term in Section 2.16(e) hereof.

“*Statutory Reserve Rate*” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency or supplemental reserves) established by the Federal Reserve Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as “Eurocurrency liabilities” in Regulation D). Such reserve percentages shall include those imposed pursuant to Regulation D of the Federal Reserve Board. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D of the Federal Reserve Board or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“*subsidiary*” means, with respect to EEA Financial Institutions and the Parent only (each a “*parent*” for purposes of this definition) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, by the parent and/or one or more subsidiaries of the parent.

“*Subsidiary*” means any corporation or other Person more than 50% of the outstanding ordinary voting shares or other equity interests of which is at the time directly or indirectly owned by any Member of the Obligated Group, by one or more of its Subsidiaries, or by any Member of the Obligated Group and one or more of its Subsidiaries.

“*Supplemental Financial Information*” means management prepared information delivered by the System to the Administrative Agent (on behalf of the Lenders) or made available on EMMA, which shall include, at a minimum projected financial information for the System including (i) a qualitative projection of cash flow for the System to and including the last day of the next two succeeding fiscal quarters and (ii) Days Cash on Hand of the System to and including the last day of the next two succeeding fiscal quarters. All projections delivered or otherwise made available by the System will be prepared on the basis of the assumptions stated therein and represent the System’s best estimate of future financial and operating performance and such assumptions as are believed by the System to be fair and reasonable in light of then-current

conditions; *provided, however*, that the System Affiliates can give no assurance that any such projections will be attained. Notwithstanding anything set forth herein to the contrary, the Parent Corporation shall only be required to provide the Supplemental Financial Information to the Administrative Agent, on behalf of the Lenders, as provided for in this Agreement until the Total Revenue of the System for any fiscal quarter is at least 80% of the Total Revenue of the System for the corresponding fiscal quarter from Fiscal Year ended December 31, 2019.

“*Supplemental Master Trust Indenture*” means the Supplemental Master Trust Indenture No. 5 dated as of April 24, 2020, amending and supplementing the Master Trust Indenture, providing for, among other things, the issuance of the Bank Master Note thereunder, as amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof.

“*System*” means the affiliated group of Persons comprised of all the System Affiliates.

“*System Affiliate*” means each Obligated Group Member and each Person, the financial statements of which are required, under GAAP, to be consolidated or combined into the financial statements of any Obligated Group Member or Restricted Affiliate.

“*Taxes*” means any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), value added taxes, or any other goods and services, use or sales taxes, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“*Total Revenue*” has the same meaning as the term Total Revenue as set forth in the line item in the System’s audited or unaudited financial statements.

“*Transactions*” means the execution, delivery and performance by the Borrower of this Agreement and the other Related Documents, the borrowing of Loans and other credit extensions, the use of the proceeds thereof.

“*Trust Estate*” has the meaning set forth in the Master Trust Indenture.

“*Type*” means when used in reference to any Loan or Borrowing, refers to whether such Loan or Borrowing is a Eurodollar or ABR Loan or Borrowing.

“*UCC*” means the Uniform Commercial Code as in effect from time to time in the State of Illinois or in any other state, the laws of which are required to be applied in connection with the issue of perfection of security interests.

“*Unfunded Commitment*” means, with respect to each Lender, the Commitment of such Lender less its Exposure.

“*Unfunded Vested Liabilities*” means, with respect to any Plan at any time, the amount (if any) by which (i) the present value of all benefits under such Plan exceeds (ii) the fair market value of all Plan assets allocable to such benefits (excluding any accrued but unpaid contributions), all

determined as of the then most recent valuation date for such Plan, but only to the extent that such excess represents a potential liability of a member of the ERISA Group to the PBGC or any other Person under Title IV of ERISA.

“Unrestricted Cash and Investments” means, as of the date of calculation, the sum of (without duplication), on a combined basis, (a) unencumbered cash and unencumbered and unrestricted investments that can be liquidated in one month or less, (b) the current portion of assets limited as to use so long as not restricted for purposes inconsistent with payment of Indebtedness or operating expenses, (c) assets that are internally or externally designated for capital improvements or debt repayments. For purposes of this definition, if marketable investment securities are loaned pursuant to a security lending program, at the option of the System, 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 the excess of assets (other than assets that are restricted as to use by donor imposed specifications and may not be utilized and/or designated for internal purposes) over liabilities, as determined in accordance with GAAP.

“U.S.” means the United States of America.

“U.S. Person” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“U.S. Tax Compliance Certificate” has the meaning assigned to such term in Section 2.15(f)(ii)(B)(3) hereof.

“USA Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

“Welfare Plan” means a “welfare plan” as defined in Section 3(1) of ERISA.

“Write-Down and Conversion Powers” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.02. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply) and all judgments, orders and decrees of all Governmental Authorities. The word “will” shall be construed to have the same meaning and

effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to any restrictions on assignments set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (f) any reference in any definition to the phrase “at any time” or “for any period” shall refer to the same time or period for all calculations or determinations within such definition, and (g) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 1.03. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; *provided* that, the event that GAAP changes during the term of this Agreement such that the financial covenants would then be calculated in a different manner or with different components, (a) the Members of the Obligated Group and the Bank, shall amend this Agreement in such respects as are necessary to conform those covenants as criteria for evaluating the Obligated Group’s or the System’s financial condition to substantially the same criteria as were effective prior to such change in GAAP and (b) the Obligated Group or the System, as applicable, shall be deemed to be in compliance with the covenants contained in this Agreement for the Fiscal Year during which such change took effect if and to the extent that the Obligated Group or the System would have been in compliance therewith under GAAP as in effect immediately prior to such change.

Section 1.04. Interest Rates; LIBOR Notification. The interest rate on Eurodollar Loans and ABR Loans and is determined by reference to the LIBO Rate, which is derived from the London interbank offered rate. The London interbank offered rate is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. In July 2017, the U.K. Financial Conduct Authority announced that, after the end of 2021, it would no longer persuade or compel contributing banks to make rate submissions to the ICE Benchmark Administration (together with any successor to the ICE Benchmark Administrator, the “IBA”) for purposes of the IBA setting the London interbank offered rate. As a result, it is possible that commencing in 2022, the London interbank offered rate may no longer be available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on Eurodollar Loans. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of the London interbank offered rate. In the event that the London interbank offered rate is no longer available or in certain other circumstances as set forth in Section 2.12(c) hereof, such

Section 2.12(c) hereof provides a mechanism for determining an alternative rate of interest. The Administrative Agent will notify the Borrower, pursuant to Section 2.12 hereof, in advance of any change to the reference rate upon which the interest rate on Eurodollar Loans is based. However, the Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of "LIBO Rate" or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate, as it may or may not be adjusted pursuant to Section 2.12(c) hereof, will be similar to, or produce the same value or economic equivalence of, the LIBO Rate or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability.

ARTICLE II

REVOLVING CREDIT

Section 2.01. Commitments. Subject to the terms and conditions set forth herein, each Lender severally (and not jointly) agrees to make Loans in dollars to the Borrower from time to time during the Availability Period in an aggregate principal amount that will not result in (i) such Lender's Exposure exceeding such Lender's Commitment or (ii) the Aggregate Exposure exceeding the aggregate Commitments. 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. Loans and Borrowings. (a) Each Loan shall be made as part of a Borrowing consisting of Loans of the same Type made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; *provided* that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to Section 2.12 hereof, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith, *provided* that all Borrowings made on the Effective Date must be made as ABR Borrowings but may be converted into Eurodollar Borrowings in accordance with Section 2.06. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan (and in the case of an Affiliate, the provisions of Sections 2.12, 2.13, 2.14 and 2.15 hereof shall apply to such Affiliate to the same extent as to such Lender); *provided* that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of \$500,000 and not less than \$1,000,000. ABR Borrowings may be in any amount. Borrowings of more than one Type may be outstanding at the same time; *provided* that there shall not at any time be more than a total of six (6) Eurodollar Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

Section 2.03. Requests for Borrowings. To request a Borrowing, the Borrower shall notify the Administrative Agent of such request either in writing (delivered by hand or fax) by delivering a Borrowing Request signed by an Authorized Representative of the Borrower or through Electronic System, if arrangements for doing so have been approved by the Administrative Agent, (a) in the case of a Eurodollar Borrowing, not later than 10:00 a.m., Central time, three Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 11:00 a.m., Central time, on the date of the proposed Borrowing. Each such Borrowing Request shall be irrevocable. Each such Borrowing Request shall specify the following information in compliance with Section 2.01 hereof:

- (i) the aggregate amount of the requested Borrowing, and a breakdown of the separate wires comprising such Borrowing;
- (ii) the date of such Borrowing, which shall be a Business Day;
- (iii) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and
- (iv) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period."

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Section 2.04. [Reserved].

Section 2.05. Funding of Borrowings. (a) Each Lender shall make each Loan to be made by such Lender hereunder on the proposed date thereof solely by wire transfer of immediately available funds, (i) with respect to Eurodollar Borrowings, by 1:00 p.m., Central time, and (ii) with respect to ABR Borrowings, by 2:30 p.m., Central time, in each case, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's Applicable Percentage. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the funds so received in the aforesaid account of the Administrative Agent to the Funding Account(s).

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative

Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section 2.05 and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower each severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing; *provided*, that any interest received from the Borrower by the Administrative Agent during the period beginning when Administrative Agent funded the Borrowing until such Lender pays such amount shall be solely for the account of the Administrative Agent.

Section 2.06. Interest Elections. (a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.06. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section 2.06, the Borrower shall notify the Administrative Agent of such election either in writing (delivered by hand or fax) by delivering an Interest Election Request signed by an Authorized Representative of the Borrower or through Electronic System, if arrangements for doing so have been approved by the Administrative Agent, by the time that a Borrowing Request would be required under Section 2.03 hereof if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such Interest Election Request shall be irrevocable.

(c) Each Interest Election Request (including requests submitted through Electronic System) shall specify the following information in compliance with Section 2.02 hereof:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be automatically be converted into a Eurodollar Borrowing with the same Interest Period as of and on the last day of such Interest Period for such preceding Eurodollar Borrowing. Notwithstanding any contrary provision hereof, if a Default or an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as a Default or an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

Section 2.07. Termination or Reduction of Commitments. (a) Unless previously terminated, all the Commitments shall terminate on the Maturity Date.

(b) The Borrower may at any time terminate the Commitments upon the Payment in Full of the Obligations.

(c) The Borrower shall notify the Administrative Agent of any election to terminate the Commitments under paragraph (b) of this Section or to reduce the Commitments at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; *provided* that a notice of termination or reduction of the Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other financings or refinancings, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent and subject to payment of any amounts under Section 2.14 hereof.

Section 2.08. Repayment and Amortization of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan on the Maturity Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, if any, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section 2.08 shall be prima facie evidence of the existence and amounts of the obligations recorded therein; *provided* that the failure of any Lender or the Administrative Agent 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.

Section 2.09. Prepayment of Loans. (a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with paragraph (c) of this Section 2.09 and, if applicable, payment of any break funding expenses under Section 2.14 hereof.

(b) In the event and on such occasion that the Aggregate Exposure exceeds the aggregate Commitments, the Borrower shall prepay the Loans in an amount at least equal to such excess.

(c) The Borrower shall notify the Administrative Agent by telephone (confirmed by fax) or through Electronic System, if arrangements for doing so have been approved by the Administrative Agent, of any prepayment under this Section 2.09: (i) in the case of prepayment of a Eurodollar Borrowing, not later than 10:00 a.m., Central time, three (3) Business Days before the date of prepayment, or (ii) in the case of prepayment of an ABR Borrowing, not later than 10:00 a.m., Central time, one (1) 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 Borrowing or portion thereof to be prepaid; *provided* that if a notice of prepayment is given in connection with a conditional notice of termination or reduction of the Commitments as contemplated by Section 2.07 hereof, then such notice of prepayment may be revoked if such notice of termination or reduction is revoked in accordance with Section 2.07 hereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02 hereof, except as necessary to apply fully the required amount of a mandatory prepayment. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid

Borrowing. Prepayments shall be accompanied by (i) accrued interest to the extent required by Section 2.11 hereof and (ii) break funding payments pursuant to Section 2.14 hereof.

Section 2.10. Fees. (a) The Borrower agrees to pay to the Administrative Agent a commitment fee for the account of each Lender, which shall accrue at the Applicable Rate on the daily amount of the undrawn portion of the Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which the Lenders' Commitments terminate. Accrued commitment fees shall be payable by the Borrower in arrears on the last day of March, June, September and December (each, a "*Quarterly Payment Date*") of each year and on the date on which the Commitments terminate, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of three hundred sixty (360) days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) [reserved].

(c) The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(d) All fees payable hereunder shall be paid on the dates due, in dollars in immediately available funds, to the Administrative Agent for distribution, in the case of commitment fees and participation fees, to the Lenders entitled thereto. Fees paid shall not be refundable under any circumstances.

Section 2.11. Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the applicable Applicable Rate.

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the applicable Eurodollar Spread.

(c) Notwithstanding the foregoing, during the occurrence and continuance of an Event of Default, the Administrative Agent or the Required Lenders may, at their option, by notice to the Borrower (which notice may be revoked at the option of the Required Lenders notwithstanding any provision of Section 8.02 hereof requiring the consent of "each Lender affected thereby" for reductions in interest rates), declare that (i) all Loans shall bear interest at 2.00% plus the rate otherwise applicable to such Loans as provided in the preceding paragraphs of this Section 2.11 or (ii) in the case of any other amount outstanding hereunder (including, without limitation, the commitment fee), such amount shall accrue at 2.00% plus the rate applicable to ABR Loans (as applicable, the "*Default Rate*"). Any change in the interest rate on Loans resulting from the occurrence of an Event of Default shall be and become effective as of the occurrence of such Event of Default and shall continue in effect until such time, if at all, as such Event of Default has been waived by the Required Lenders in their sole discretion. The increase in the interest rate on Loans as a result of the occurrence of an Event of Default shall be in addition to all other rights and

remedies of the Lenders related thereto, at law or in equity, and whether under this Agreement or any of the other Related Documents.

(d) Accrued interest on each Loan (for ABR Loans, accrued through the last day of the prior calendar month) shall be payable by the Borrower in arrears on each Interest Payment Date for such Loan and upon termination of the Commitments; *provided* that (i) interest accrued pursuant to paragraph (c) of this Section 2.11 shall be payable by the Borrower on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable by the Borrower on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable by the Borrower on the effective date of such conversion.

(e) All interest hereunder shall be computed on the basis of a year of three hundred sixty (360) days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of three hundred sixty-five (365) days (or three hundred sixty-six (366) days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

Section 2.12. Alternate Rate of Interest; Illegality. (a) If on any date on which an Adjusted LIBO Rate or the LIBO Rate would otherwise be determined:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable (including, without limitation, by means of an Interpolated Rate or because the LIBO Screen Rate is not available or published on a current basis); or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or the LIBO Rate, as applicable, will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or Loan) included in such Borrowing;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders through Electronic System as provided in Section 8.01 hereof as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (A) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective and any such Eurodollar Borrowing shall be repaid or converted into an ABR Borrowing on the last day of the then current Interest Period applicable to any such Eurodollar Borrowing, and (B) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

(b) If any Lender determines that any Requirement of Law has made it unlawful, or if any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain, fund or continue any Eurodollar Borrowing, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, dollars in the London interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligations of such Lender to make, maintain, fund or continue Eurodollar Loans or to convert ABR Borrowings to Eurodollar Borrowings will be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower will upon demand from such Lender (with a copy to the Administrative Agent), either prepay or convert all Eurodollar Borrowings of such Lender to ABR Borrowings either on the last day of the Interest Period for such Eurodollar Borrowing, if such Lender may lawfully continue to maintain such Eurodollar Borrowings to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans for Eurodollar Borrowing. Upon any such prepayment or conversion, the Borrower will also pay accrued interest on the amount so prepaid or converted.

(c) If at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (i) the circumstances set forth in clause (a)(i) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (a)(i) have not arisen but either (w) the supervisor for the administrator of the LIBO Screen Rate has made a public statement that the administrator of the LIBO Screen Rate is insolvent (and there is no successor administrator that will continue publication of the LIBO Screen Rate), (x) the administrator of the LIBO Screen Rate has made a public statement identifying a specific date after which the LIBO Screen Rate will permanently or indefinitely cease to be published by it (and there is no successor administrator that will continue publication of the LIBO Screen Rate), (y) the supervisor for the administrator of the LIBO Screen Rate has made a public statement identifying a specific date after which the LIBO Screen Rate will permanently or indefinitely cease to be published or (z) the supervisor for the administrator of the LIBO Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the LIBO Screen Rate may no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrower shall endeavor to establish an alternate rate of interest to the LIBO Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable (but, for the avoidance of doubt, such related changes shall not include a reduction of the Applicable Rate or Eurodollar Spread). Notwithstanding anything to the contrary in Section 8.02 hereof, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this clause (c) (but, in the case of the circumstances described in clause (ii)(w), clause (ii)(x) or clause (ii)(y) of the first sentence of this Section 2.12(c), only to the extent the LIBO Screen Rate for such Interest Period is not available or published at such time on a current basis), (x) any

Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective and any such Eurodollar Borrowing shall be repaid or converted into an ABR Borrowing on the last day of the then current Interest Period applicable thereto for Eurodollar Borrowings, and (y) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing; *provided that*, if such alternate rate of interest shall be less than one percent (1.00%), such rate shall be deemed to be one percent (1.00%) for the purposes of this Agreement.

Section 2.13. Increased Costs. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity ratio or similar requirement (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate);
or

(ii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender;
or

(iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, continuing, converting into or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender or such other Recipient hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender or such other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or such other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) All payments of amounts referred to in paragraphs (a) and (b) of this Section shall be due on the next Quarterly Payment Date to occur at least thirty (30) days following the receipt of written notice thereof by the Borrower and shall be payable by the Borrower, in full, on such next

succeeding Quarterly Payment Date. Interest on the sums due as described in paragraphs (a) and (b) of this Section, and in the preceding sentence, shall begin to accrue from the next Quarterly Payment Date which is at least thirty (30) days following the receipt of notice thereof by the Borrower and shall otherwise be payable in accordance with Section 2.16 hereof; *provided* that from and after the required date of payment, interest shall begin to accrue on such obligations at a rate per annum equal to the Commitment Fee Rate then in effect plus 2.0% until such delinquent payments have been paid in full. A certificate as to such increased cost, increased capital or reduction in return incurred by a Lender or its holding company, as the case may be, as a result of any event mentioned in paragraphs (a) or (b) of this Section setting forth, in reasonable detail, the basis for calculation and the amount of such calculation shall be submitted by the applicable Lender to the Borrower and shall be deemed conclusive if reasonably determined. In making the determinations contemplated by the above referenced certificate, a Lender or its holding company may make such reasonable estimates, assumptions, allocations and the like that such Lender or its holding company in good faith determines to be appropriate.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.13 shall not constitute a waiver of such Lender's right to demand such compensation; *provided* that the Borrower shall not be required to compensate a Lender pursuant to this Section 2.13 for any increased costs or reductions incurred more than 120 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; *provided further* that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 120-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.14. Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or as a result of any prepayment pursuant to Section 2.09 hereof), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto, or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.17 or 8.02(f) hereof, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Eurodollar Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Eurodollar Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Eurodollar Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market. If any Lender requests such reimbursement, it shall provide to the Borrower a certificate setting forth the computation of the loss, cost, or expense giving rise to the request for reimbursement in reasonable detail and such certificate shall be conclusive if

reasonably determined. The Borrower shall pay such Lender the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

Section 2.15. Withholding of Taxes; Gross-Up.

(a) *Payments Free of Taxes.* Any and all payments by or on account of any obligation of the Borrower under any Related Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.15), the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) *Payment of Other Taxes by the Borrower.* The Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(c) *Evidence of Payment.* As soon as practicable after any payment of Taxes by the Borrower to a Governmental Authority pursuant to this Section 2.15, the Borrower shall deliver to the Administrative Agent 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 Administrative Agent.

(d) *Indemnification by the Borrower* The Borrower shall indemnify each Recipient within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.15) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The Borrower shall reimburse the applicable Recipient, after written demand therefor on the next quarterly payment date for commitment fees, for the full amount of any such payment or liability. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) *Indemnification by the Lenders.* Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the

provisions of Section 8.04(c) hereof relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Related Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such 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 any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to setoff and apply any and all amounts at any time owing to such Lender under any Related Document or otherwise payable by the Administrative Agent to such Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) *Status of Lenders.*

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Related Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.15(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), an executed copy of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter

upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the U.S. is a party (x) with respect to payments of interest under any Related Document, an executed copy of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Related Document, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(2) in the case of a Foreign Lender claiming that its extension of credit will generate U.S. effectively connected income, an executed copy of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit D-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “*U.S. Tax Compliance Certificate*”) and (y) an executed copy of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner, an executed copy of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-2 or Exhibit D-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed,

together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Related Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) *Treatment of Certain Refunds.* If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.15 (including by the payment of additional amounts pursuant to this Section 2.15), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.15 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph (g) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) *Survival.* Each party's obligations under this Section 2.15 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Related Document (including the Payment in Full of the Obligations).

Section 2.16. Payments Generally; Allocation of Proceeds; Sharing of Setoffs. (a) The Borrower shall make each payment or prepayment required to be made by it hereunder (whether of principal, interest, or of amounts payable under Section 2.13, 2.14 or 2.15 hereof, or otherwise) prior to 2:00 p.m., Central time, on the date when due or the date fixed for any prepayment hereunder, in immediately available funds, without setoff, recoupment or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, 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 Administrative Agent at its offices at [REDACTED] except that payments pursuant to Sections 2.13, 2.14, 2.15 and 8.03 hereof shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. Unless otherwise provided for herein, 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.

(b) At the election of the Administrative Agent, all payments of principal, interest, fees, premiums, reimbursable expenses (including, without limitation, all reimbursement for fees, costs and expenses pursuant to Section 8.03 hereof), and other sums payable under the Related Documents, may be paid from the proceeds of Borrowings made hereunder, whether made following a request by the Borrower pursuant to Section 2.03 hereof or a deemed request as provided in this Section 2.16 hereof or, if agreed upon by the Administrative Agent and the Borrower, may be deducted from any deposit account of the Borrower maintained with the Administrative Agent. The Borrower hereby irrevocably authorizes (i) the Administrative Agent to charge an account of the Borrower with the account number set forth in the flow of funds memorandum delivered on the Effective Date maintained with the Administrative Agent for each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Related Documents; or, if sufficient funds are not available in such account, (ii) the Administrative Agent to make a Borrowing for the purpose of paying each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Related Documents and agrees that all such amounts charged shall constitute Loans, and that all such Borrowings shall be deemed to have been requested pursuant to Section 2.03 hereof.

(c) If, except as otherwise expressly provided herein, any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other similarly situated Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders to the extent necessary so that

the benefit of all such payments shall be shared by all such Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; *provided* that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation, in each case subject to Section 8.08 hereof in all respects.

(d) Unless the Administrative Agent shall have received, prior to any date on which any payment is due to the Administrative Agent for the account of the Lenders pursuant to the terms hereof or any other Related Document (including any date that is fixed for prepayment by notice from the Borrower to the Administrative Agent pursuant to Section 2.09(c) hereof), notice from the Borrower that the Borrower will not make such payment or prepayment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) The Administrative Agent may from time to time provide the Borrower with account statements or invoices with respect to any of the Obligations (the “*Statements*”). The Administrative Agent is under no duty or obligation to provide Statements, which, if provided, will be solely for the Borrower’s convenience. Statements may contain estimates of the amounts owed during the relevant billing period, whether of principal, interest, fees or other Obligations. If the Borrower pays the full amount indicated on a Statement on or before the due date indicated on such Statement, the Borrower shall not be in default of payment with respect to the billing period indicated on such Statement; *provided*, that acceptance by the Administrative Agent, on behalf of the Lenders, of any payment that is less than the total amount actually due at that time (including but not limited to any past due amounts) shall not constitute a waiver of the Administrative Agent’s or the Lenders’ right to receive payment in full at another time.

Section 2.17. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.13 hereof, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15 hereof, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and

obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Sections 2.13 or 2.15 hereof, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If any Lender requests compensation under Section 2.13 hereof, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender) pursuant to Section 2.15 hereof, or if any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 8.04 hereof), all its interests, rights (other than its existing rights to payments pursuant to Sections 2.13 or 2.15 hereof) and obligations under this Agreement and other Related Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); *provided* that (i) the Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.13 hereof or payments required to be made pursuant to Section 2.15 hereof, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Each party hereto agrees that (i) an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and such parties are participants), and (ii) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; *provided* that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender, *provided* that any such documents shall be without recourse to or warranty by the parties thereto.

Section 2.18. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.10(a) hereof;

(b) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 2.16(b) hereof or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 8.08 hereof shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement, in accordance with this Section 2.18; fourth, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender or against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Related Document; fifth, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Related Document; and sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 3.02 hereof were satisfied or waived, such payment shall be applied solely to pay the Loans of all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata in accordance with the Commitments. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section 2.18 shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto; and

(c) such Defaulting Lender shall not have the right to vote on any issue on which voting is required (other than to the extent expressly provided in Section 8.02(b) hereof) and the Commitment and Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder or under any other Related Document; *provided* that, except as otherwise provided in Section 8.02 hereof, this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender directly affected thereby.

Section 2.19. Returned Payments. If, after receipt of any payment which is applied to the payment of all or any part of the Obligations (including a payment effected through exercise of a right of setoff), the Administrative Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is

invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion), then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Administrative Agent or such Lender. The provisions of this Section 2.19 shall be and remain effective notwithstanding any contrary action which may have been taken by the Administrative Agent or any Lender in reliance upon such payment or application of proceeds. The provisions of this Section 2.19 shall survive the termination of this Agreement.

Section 2.20. Security. The Loans and the Borrower's other obligations under this Agreement shall be evidenced and secured by the Bank Master Note issued pursuant to the Master Trust Indenture and the Supplemental Master Trust Indenture. The Borrower hereby acknowledges and agrees that the principal and interest on all amounts evidenced and secured by the Bank Master Note, are the joint and several obligations of each Member of the Obligated Group and are absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever by a Lender. The Bank Master Note shall be issued in accordance with the terms of the Master Trust Indenture and the Supplemental Master Trust Indenture, shall be delivered concurrently herewith, and shall be expressed to mature on the date all Obligations have been paid in full on or after the Maturity Date (as the same may be extended from time to time) and to bear interest as provided in this Agreement. Each Lender shall record on its books or records the amount of all amounts payable to such Lender hereunder and all payments thereof. Such books or records shall be prima facie evidence as to all such amounts.

ARTICLE III

CONDITIONS PRECEDENT

The obligation of the Administrative Agent and each Lender to make any Loan under this Agreement is subject to the following conditions precedent:

Section 3.01. Effective Date. The obligations of the Lenders to make Loans hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 8.02 hereof):

(a) the Administrative Agent shall have received the following (and, with respect to all documents, each to be properly executed and completed) and the same shall have been approved as to form and substance by the Administrative Agent:

(i) copies (executed or certified as may be appropriate) of resolutions of the governing body of the Borrower and the Parent Corporation authorizing the execution, delivery, and performance of the Related Documents;

(ii) an incumbency certificate containing the name, title and genuine signature of the Borrower's Authorized Representatives;

(iii) a certified copy of the Master Trust Indenture and a certified or executed copy, as applicable, of the Supplemental Master Trust Indenture;

(iv) the executed original Bank Master Note for the Administrative Agent, on behalf of each Lender, and all evidence satisfactory to it that all action necessary to cause this Agreement and the obligations hereunder to become an “Obligation” under the Master Trust Indenture have been, or will be, simultaneously with the effectiveness of this Agreement, taken, including, without limitation, the receipt by the Administrative Agent of the written opinion of counsel, dated the Effective Date, in form and substance satisfactory to the Administrative Agent, to that effect;

(v) an executed original of this Agreement from each party hereto;

(vi) a written opinion of counsel to the Borrower and the other Members of the Obligated Group in form and substance reasonably satisfactory to the Administrative Agent and its counsel;

(vii) satisfactory evidence that the unenhanced long-term credit rating of the debt evidenced by an MTI Obligation is rated “AA” by or higher by Fitch, “AA” or higher by S&P and “Aa3” or higher by Moody’s; and

(viii) a copy of the Investment Policy as in effect on the Effective Date.

(b) the Administrative Agent shall have received (i) the articles of incorporation, by-laws or other similar organizational documents of the Borrower certified to be in full force and effect as of a date not more than thirty (30) days preceding the Effective Date by an appropriate official of the applicable jurisdiction of organization of the Borrower and (ii) copies of determination letters from the Internal Revenue Service as to the Section 501(c)(3) status of the Borrower certified by an Authorized Representative to be in full force and effect on the Effective Date;

(c) the Administrative Agent shall have received certificates issued by an appropriate official of the Borrower’s and each other Member’s jurisdiction of organization, issued no more than thirty (30) days preceding the Effective Date, stating that the Borrower or such Member, as applicable, is in good standing in such jurisdiction;

(d) the Administrative Agent shall have received the audited annual financial statements of the Parent Corporation and the System for the Fiscal Year ended December 31, 2019;

(e) the Administrative Agent shall have received a certificate, signed by a duly authorized officer of the Borrower dated the Effective Date, stating that on the Effective Date the Borrower is in compliance with Section 406 of the Master Trust Indenture with respect to its covenant to maintain insurance as set forth therein;

(f) the Administrative Agent shall have received a certificate, signed by a duly authorized officer of the Obligated Group Agent dated the Effective Date, stating that on the Effective Date:

(i) the representations and warranties contained in Article IV of this Agreement or incorporated therein by reference, as the case may be, are true and correct on and as of the Effective Date; *provided, however*, that the COVID-19 Event and COVID-19 Impact shall not be deemed to be a Material Adverse Change solely with respect to clause (a) of the definition of such term as of the Effective Date; and

(ii) no Default or Event of Default has occurred and is continuing, or would result from the execution, delivery, and performance of any Related Document by the Borrower or the Parent Corporation.

(g) the Administrative Agent shall have received a notice setting forth the deposit account of the Borrower (the "*Funding Account*") to which the Administrative Agent is authorized by the Borrower to transfer the proceeds of any Borrowings requested or authorized pursuant to this Agreement;

(h) (i) the Administrative Agent shall have received, (x) at least five (5) days prior to the Effective Date, all documentation and other information regarding the Borrowers requested in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act, to the extent requested in writing of the Borrowers at least ten (10) days prior to the Effective Date, and (y) a properly completed and signed IRS Form W-8 or W-9, as applicable, for the Borrower, and (ii) to the extent the Borrower or an Member qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least five (5) days prior to the Effective Date, any Lender that has requested, in a written notice to the Borrower at least the (10) days prior to the Effective Date, a Beneficial Ownership Certification in relation to the Borrower shall have received such Beneficial Ownership Certification (*provided* that, upon the execution and delivery by such Lender of its signature page to this Agreement, the condition set forth in this clause (ii) shall be deemed to be satisfied);

(i) the Lenders and the Administrative Agent shall have received all fees required to be paid, and all expenses required to be reimbursed for which invoices have been presented (including the reasonable fees and expenses of Chapman and Cutler LLP, legal counsel to the Administrative Agent), on or before the Effective Date;

(j) the Administrative Agent shall have received the results of a recent lien search in the jurisdiction of organization of each Member and each jurisdiction where assets of each Member are located, and such search shall reveal no Liens on any of the assets of the Members of the Obligated Group except for liens permitted pursuant to the terms of this Agreement or discharged on or prior to the Effective Date pursuant to a pay-off letter or other documentation satisfactory to the Administrative Agent;

(k) legal matters incident to the execution and delivery of the Related Documents and to the transactions contemplated hereby shall be satisfactory to the Administrative Agent and its counsel; and

(l) the Administrative Agent shall have received such other agreements, instruments, documents, certificates and opinions as the Administrative Agent or any Lender may reasonably request.

Section 3.02. Each Borrowing. The obligation of each Lender to make a Loan on the occasion of any Borrowing is subject to the satisfaction of the following conditions:

(a) each of the representations and warranties set forth in Article IV hereof and in the other Related Documents shall be true and correct in all material respects as of such time, except:

(i) in regard to the representation or warranty set forth in Section 4.04(a) hereof that relates to an earlier date, such representation or warranty shall be true and correct as of such date; and

(ii) in regard to the representation or warranty set forth in Section 4.05, if (I) the Debt Ratings are at least “BBB” from S&P and Fitch and “Baa2” from Moody’s, and (II) Supplemental Financial Information shall accompany or otherwise be made available with the Borrowing Request for such Borrowing; then, for purposes of that Borrowing only, such representation or warranty shall be disregarded solely with respect to the COVID-19 Event and COVID-19 Impact on any material adverse change in the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) of the Obligated Group, taken as a whole.

(b) no Default or Event of Default shall have occurred and be continuing or would occur as a result of making such extension of credit; and

(c) such extension of credit shall not violate any order, judgment, or decree of any court or other authority or any provision of law or regulation applicable to any Lender (including, without limitation, Regulation U of the Board of Governors of the Federal Reserve System) as then in effect.

The Borrower’s request for any Borrowing shall constitute its warranty as to the facts specified in subsections (a) through (b), both inclusive, above.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and each Lender to enter into this Agreement and to make Loans as provided herein, the Parent Corporation, on behalf of itself and the other Members of the Obligated Group, makes the following representations and warranties, to and agreements with each Lender and the Administrative Agent (which representations, warranties and agreements shall survive the execution and delivery of this Agreement):

Section 4.01. Organization and Qualification. Each Member of the Obligated Group is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of organization, has full and adequate power to own its Property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the Property owned or leased by it requires such licensing or qualifying where the failure to do so could reasonably be expected to result in a Material Adverse Effect.

Section 4.02. Authority and Validity of Obligations. Each Member of the Obligated Group has full right, power and authority to enter into this Agreement and the other Related Documents to which it is a party, as applicable, and to perform all of its respective obligations hereunder and under the other Related Documents and the Borrower has full right, power and authority to make the borrowings herein provided for. The Obligated Group Agent has full right, power and authority to issue the Bank Master Note. Each Member of the Obligated Group has full right and authority to enter into the Related Documents executed by it and to perform all of its obligations under the Related Documents executed by the Borrower, the Parent Corporation, or the Obligated Group Agent, as applicable, on behalf of itself and the other Members of the Obligated Group. The Related Documents delivered by the Borrower, the Parent Corporation or the Obligated Group Agent, as applicable and each other Member of the Obligated Group have been duly authorized, executed, and delivered by such Persons and constitute valid and binding obligations of each Member of the Obligated Group, enforceable against them in accordance with their respective terms except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, or similar laws affecting creditors' rights generally and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law); and this Agreement and the other Related Documents do not, nor does the performance or observance by any Member of the Obligated Group of any of the matters and things herein or therein provided for, (a) contravene or constitute a default under any provision of law or any judgment, injunction, order or decree binding upon any Member of the Obligated Group or any provision of the organizational documents (*e.g.*, charter, certificate or articles of incorporation and by-laws, certificate or articles of association and operating agreement, partnership agreement, or other similar organizational documents) of any Member of the Obligated Group or any material covenant, indenture or agreement of or affecting any Member of the Obligated Group or any of their Property, or (b) result in the creation or imposition of any impermissible Lien on any Property of any Member of the Obligated Group.

Section 4.03. Use of Proceeds; Margin Stock “Section 4.03. Use of Proceeds; Margin Stock” \ 2 . The proceeds of the Loans made available hereunder shall be used working capital and general corporate purposes of the System Affiliates. No Member of the Obligated Group is engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of the Loans and other extensions of credit made available hereunder will be used to purchase or carry any such margin stock or to extend credit to others for the purpose of purchasing or carrying any such margin stock.

Section 4.04. Financial Reports. (a) The consolidated balance sheet of the Parent Corporation and the System at December 31, 2019, and the related consolidated statements of financial position of the Parent Corporation and its consolidated affiliates at December 31, 2019, for the Fiscal Year then ended, and accompanying notes thereto, which financial statements are accompanied by the audit report of Ernst & Young LLP, independent public accountants, heretofore furnished to the Bank, fairly present the consolidated financial condition of the Parent Corporation and its consolidated affiliates at said dates and the consolidated results of their operations and cash flows for the periods then ended in conformity with GAAP applied on a consistent basis.

(b) No Member of the Obligated Group has contingent liabilities which could reasonably be expected to result in a Material Adverse Effect.

Section 4.05. No Material Adverse Change. Since December 31, 2019, there has been no change in the condition (financial or otherwise) of any Member of the Obligated Group except those occurring in the ordinary course of business, none of which individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect”); *provided, however*, that the COVID-19 Event and COVID-19 Impact shall not be deemed to be a material adverse change in, or material adverse effect upon, the operations, business, assets, Property, liability (actual or contingent) condition (financial or otherwise) or prospects of the Obligated Group, taken as a whole, as of the Effective Date only, and on any future date on which this representation is made or deemed made, subject to the requirements set forth in Section 3.02(a) hereof.

Section 4.06. Full Disclosure. The statements and information furnished to the Administrative Agent in connection with the negotiation of this Agreement and the other Related Documents and the commitment by the Administrative Agent to extend credit hereunder do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading, the Administrative Agent acknowledging that, as to any projections furnished to the Administrative Agent, and the Members of the Obligated Group only represent that the same were prepared on the basis of information and estimates the Members of the Obligated Group believed to be reasonable.

Section 4.07. Trademarks, Franchises and Licenses. Each Member of the Obligated Group owns, possesses or has the right to use all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, trade secrets, know how, and confidential commercial and proprietary information to conduct their businesses as now conducted, without known conflict with any patent, license, franchise, trademark, trade name, trade style, copyright, or other proprietary

right of any other Person except to the extent that the failure to own, possess or have the right to use all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, trade secrets, know how, and confidential commercial and proprietary information to conduct their businesses as now conducted could not reasonably be expected to result in Material Adverse Effect.

Section 4.08. Governmental Authority and Licensing. Each Member of the Obligated Group has received all licenses, permits, and approvals of all federal, state, local, and foreign governmental authorities, if any, necessary to conduct their businesses, in each case, where the failure to obtain or maintain the same could not reasonably be expected to result in a Material Adverse Effect. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit or approval is pending or, to the knowledge of any Member of the Obligated Group, threatened.

Section 4.09. Good Title. Each Member of the Obligated Group has good and defensible title (or valid leasehold interests) to their assets as reflected on the most recent consolidated balance sheet including such Member furnished to the Administrative Agent (except for sales of assets by such Member in the ordinary course of business or as otherwise permitted by the terms hereof and the terms of the Master Trust Indenture), subject to no Liens other than Permitted Encumbrances.

Section 4.10. Litigation and Other Controversies. There is no litigation or governmental or arbitration proceeding or labor controversy pending, nor to the knowledge of any Member of the Obligated Group threatened, against any Member of the Obligated Group or any of their Property which if adversely determined could reasonably be expected to result in a Material Adverse Effect.

Section 4.11. Taxes. All tax returns required to be filed by any Member of the Obligated Group in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees, and other governmental charges upon any Member of the Obligated Group or upon any of their respective Property, income or franchises, which are shown to be due and payable in such returns, have been paid, except such taxes, assessments, fees, and governmental charges, if any, as are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves established in accordance with GAAP have been provided. No Member of the Obligated Group knows of any proposed additional tax assessment against it for which adequate provisions in accordance with GAAP have not been made on their accounts. Adequate provisions in accordance with GAAP for taxes on the books of each Member of the Obligated Group have been made for all open years, and for the current fiscal period.

Section 4.12. Approvals. No authorization, consent, license, or exemption from, or filing or registration with, any court or governmental department, agency, or instrumentality, nor any approval or consent of any other Person, is or will be necessary to the valid execution, delivery, or performance by any Member of the Obligated Group of any Related Document, except for such approvals which have been obtained prior to the date of this Agreement and remain in full force and effect.

Section 4.13. Investment Company. No Member of the Obligated Group is an “investment company” or a company “controlled” by an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

Section 4.14. ERISA/Church Plans. (a) With respect to each Plan, each Member of the Obligated Group and each other member of their respective Controlled Group has fulfilled its obligations under the minimum funding standards of, and is in compliance in all material respects with, ERISA and the Code to the extent applicable to it and has not incurred any liability to the PBGC other than a liability to the PBGC for premiums under Section 4007 of ERISA. No Member of the Obligated Group has any contingent liabilities with respect to any post-retirement benefits under a Welfare Plan, other than liability for continuation coverage.

(b) With respect to each Church Plan (i) such plan has been established, operated, administered and maintained in material compliance with all laws, regulations and orders applicable thereto, and (ii) all premiums, contributions and any other amounts required by applicable Church Plan documents or applicable laws been paid or accrued by any Member and any Subsidiary as required.

Section 4.15. Compliance with Laws; Anti-Corruption Laws; Sanctions. (a) Each Member of the Obligated Group is in compliance with the requirements of all federal, state, local and foreign laws, rules and regulations applicable to or pertaining to their Property or business operations (including, without limitation, all Health Care Laws, the Occupational Safety and Health Act of 1970, the Americans with Disabilities Act of 1990, and Environmental Laws), non-compliance with which, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. No Member of the Obligated Group has received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local Environmental Laws or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a Release of any Hazardous Materials into the environment, which non-compliance or remedial action, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(b) Each Member, their Subsidiaries (b) and their respective officers and employees and, to the knowledge of the Members of the Obligated Group, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. No Member, any Subsidiary or, to the knowledge of the Members of the Obligated Group, any of their respective directors, officers or employees is a Sanctioned Person. Neither the Loans, the use of the proceeds of the Loans or the other transactions contemplated hereby will violate Anti-Corruption Laws or applicable Sanctions.

(c) Neither the making of Loans and other extensions of credit made available hereunder nor the use of the proceeds thereof will violate the Patriot Act, the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or successor statute thereto. The Members and their Subsidiaries are in compliance in all material respects with the Patriot Act.

Section 4.16. Other Agreements. No Member of the Obligated Group is in default under the terms of any covenant, indenture or agreement of or affecting any Member of the Obligated Group or any of their respective Property, which default, if uncured, could reasonably be expected to result in a Material Adverse Effect.

Section 4.17. Solvency. Each Member is solvent, able to pay its respective debts as they become due, and has sufficient capital to carry on its business and all businesses in which it is about to engage.

Section 4.18. Broker Fees. No broker's or finder's fee or commission will be payable with respect hereto or any of the transactions contemplated thereby; and the Members of the Obligated Group hereby indemnify the Administrative Agent, each Lender and each of their respective Related Parties, on a joint and several basis, against, and agree that they will hold the Administrative Agent, each Lender and each of their respective Related Parties harmless from, any claim, demand, or liability for any such broker's or finder's fees alleged to have been incurred in connection herewith or therewith and any expenses (including reasonable attorneys' fees) arising in connection with any such claim, demand, or liability.

Section 4.19. No Default. No Default or Event of Default has occurred and is continuing or would result from the execution and delivery of this Agreement or the Bank Master Note.

Section 4.20. Master Trust Indenture Representations. Each Member of the Obligated Group represents to the Administrative Agent and each Lender that each of the representations made by it in the Master Trust Indenture (except those that relate only to a specific set of financial statements, in which case the representation shall be based upon the most recent set of audited financial statements including such Member) are true and correct as of the date hereof, and are made for the benefit of the Administrative Agent and each Lender, such representations, together with the related definitions, exhibits and ancillary provisions being herein incorporated by reference, *mutatis mutandis*, and made a part hereof to the same extent and with the same force and effect as if the same had been herein set forth in their entirety. No amendment to such representations and warranties or defined terms made pursuant to any Master Trust Indenture shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the prior written consent of the Administrative Agent.

Section 4.21. Security. The Bank Master Note is a valid and binding MTI Obligation. The Bank Master Note is on parity with all Outstanding Obligations (as defined in the Master Trust Indenture) issued pursuant to the Master Trust Indenture.

Section 4.22. Tax-Exempt Organization. Each Member of the Obligated Group is an organization described in Section 501(c)(3) of the Code exempt from federal income taxation pursuant to Section 501(a) of the Code and is not a "private foundation" as defined in Section 509(a) of the Code (a "Tax-Exempt Organization").

Section 4.23. Casualty. Neither the business nor the Property of any Member of the Obligated Group is currently affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other

casualty (whether or not covered by insurance), the effect of which could reasonably be expected to result in a Material Adverse Effect.

Section 4.24. Insurance. Each Member of the Obligated Group currently maintains insurance coverage with insurance companies believed to be responsible by such Member of the Obligated Group (as determined in its reasonable discretion), or a system of self-insurance that, in either case, complies with Section 5.16 hereof and the provisions of the Master Trust Indenture.

Section 4.25. Reserved.

Section 4.26. Pending Legislation and Decisions. To the knowledge of the Parent Corporation, on behalf of itself and the other Members of the Obligated Group, except for any pending changes and challenges to the property tax and sales and use tax exemptions affecting the Obligated Group's Property and operations in the State of Wisconsin and the State of Illinois, as to which no determination of materiality has been made, and except for legislation and decisions relating to COVID-19, there is no amendment, or to the knowledge of any Member of the Obligated Group, proposed amendment to the Constitution of the State of Wisconsin or the State of Illinois, or any state law or any administrative interpretation of any such Constitution or law, or any legislation that has passed either house of the legislature of the State of Wisconsin or the State of Illinois or any judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to result in a Material Adverse Effect.

Section 4.27. Members of the Obligated Group. As of the Closing Date, the Members of the Obligated Group are set forth on Schedule 4.27 hereto.

Section 4.28. Reserved.

Section 4.29. Beneficial Ownership Certification. The information included in the Beneficial Ownership Certification most recently provided to the Administrative Agent and the Lenders is true and correct in all respects.

Section 4.30. EEA Financial Institutions. No Member of the Obligated Group is an EEA Financial Institution.

ARTICLE V

COVENANTS

During the term of this Agreement, unless the Required Lenders shall otherwise consent in writing, the Parent Corporation, on behalf of itself and the other Members of the Obligated Group, covenants and agrees that it shall, and shall cause each Member of the Obligated Group to, do the following:

Section 5.01. Maintenance of Business and Tax-Exempt Status. The Parent Corporation shall, and shall cause each other Member of the Obligated Group to, preserve and maintain its existence. The Parent Corporation shall, and shall cause each other Member of the Obligated

Group to, preserve and keep in force and effect all licenses, permits and franchises necessary to the proper conduct of its business, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Parent Corporation shall and shall cause each Member of the Obligated Group that has such status to, maintain its status as a Tax-Exempt Organization.

Section 5.02. Maintenance of Properties. The Parent Corporation shall, and shall cause each other Member of the Obligated Group to, maintain, preserve, and keep its property, plant, and equipment in good repair, working order and condition (ordinary wear and tear excepted) and shall from time to time make all needful and proper repairs, renewals, replacements, additions, and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained.

Section 5.03. Taxes and Assessments. The Parent Corporation shall, and shall cause each other Member of the Obligated Group to, duly pay and discharge, all taxes, rates, assessments, fees, and governmental charges upon or against it or its respective Property, in each case, before the same becomes delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and adequate reserves are provided therefor.

Section 5.04. Financial Reports. The Parent Corporation shall, and shall cause each other Member of the Obligated Group to, keep, or cause to be kept, proper books of records and accounts in which full, true and correct entries will be made of all dealings and transactions of or in relation to affairs, operations, transactions and activities of the Obligated Group, in accordance with GAAP, consistently applied, and will furnish or cause to be furnished to the Administrative Agent, on behalf of the Lenders, the following:

(a) as soon as available, and in any event not later than 60 days after the close of each of the first three fiscal quarters of the System, a copy of the unaudited consolidated balance sheet of the System as of the close of such period and statements of operations of the System for such period, all in reasonable detail showing in comparative form the figures for the corresponding date and period in the previous Fiscal Year;

(b) as soon as available, and in any event within 150 days after the last day of each Fiscal Year, the financial statements required to be delivered by Section 409(a) of the Master Trust Indenture, which, for purposes of clarity, (1) shall consist of one or more financial statements that in the aggregate include all System Affiliates, (2) shall be audited by an Accountant as having been prepared in accordance with GAAP; (3) shall include a consolidated or combined balance sheet, statement of operations and changes in net assets; and (4) if the total operating revenues of the Members and Restricted Affiliates represent less than seventy-five percent (75%) of the consolidated total operating revenues of the System for any Fiscal Year, the financial statements delivered for that Fiscal Year shall include a consolidating schedule from which the financial information relating solely to the Members and the Restricted Affiliates may be derived;

(c) as soon as available, and in any event within 60 days after the last day of each of the first three fiscal quarters of the System and within 150 days after the last day of the fourth fiscal quarter of the System, the Parent Corporation shall deliver to the Administrative Agent a written certificate signed by the chief financial officer of the Parent Corporation substantially in the form of Exhibit A hereto, or such other officer of the Parent Corporation satisfactory to the Administrative Agent to the effect that to the best of such officer's knowledge and belief no Default or Event of Default has occurred during such period or, if any such Default or Event of Default has occurred during such period, setting forth a description of such Default or Event of Default and specifying the action, if any, taken by the Parent Corporation or any Member of the Obligated Group to remedy the same and, solely with respect to the delivery of the financial statements referred to in Section 5.04(b) hereof, together with calculations supporting the financial covenant set forth in Section 5.13 hereof (solely with respect to the fiscal period being tested);

(d) as soon as available, and in any event within 60 days after the last day of each of the first three fiscal quarters of the System and 150 days after the fourth fiscal quarter of the System, a report on the utilization and payor mix of the System's acute care hospitals including (i) admissions or discharges, patient days and average length of stay, and payors by class and (ii) outpatient activity by volume, such report to be in such form as is customarily prepared by the System;

(e) as soon as available, and in any event within 60 days after the last day of each fiscal quarter of the System, the Supplemental Financial Information;

(f) to the extent not already required to be delivered hereunder, all information required to be delivered by the Master Trustee to any party pursuant to Section 409 of the Master Trust Indenture;

(g) such other legally available information as the Administrative Agent or any Lender shall reasonably request from time to time;

(h) notwithstanding anything to the contrary herein, no comparative figures shall be required to be provided if, in accordance with GAAP, there is no prior comparative Fiscal Year or fiscal quarter, as applicable.

Section 5.05. Inspection. The Parent Corporation shall, and shall cause each other Member of the Obligated Group to, permit the Administrative Agent and each Lender and their respective duly authorized representatives and to visit and inspect any of its respective Properties in a manner which shall not adversely affect the health care operations or safety procedures of the Members of the Obligated Group, corporate books and financial records of each Member of the Obligated Group, to examine and make copies of the books of accounts and other financial records of each Member of the Obligated Group, and to discuss the affairs, finances and accounts of each Member of the Obligated Group with, and to be advised as to the same by, its officers, employees, and independent public accountants (and by this provision each Member of the Obligated Group agrees to authorize such accountants to discuss with the Administrative Agent and each Lender its finances and affairs at such time) at such reasonable times and reasonable intervals as the

Administrative Agent, on behalf of the Lenders, may designate; *provided, however*, that this provision shall not operate to allow the Administrative Agent or any Lender to inspect patient records to the extent prohibited by applicable law or patient-care facilities. Absent the occurrence of a Default or Event of Default, such inspection shall be permitted to occur within 10 days of the Administrative Agent's request, on behalf of the Lenders. Following the occurrence of a Default or an Event of Default, such inspection shall be permitted to occur within 2 Business Days of such request.

Section 5.06. Liens. The Parent Corporation shall not, nor shall it permit any other Member of the Obligated Group to, create, incur or permit to exist any Lien of any kind on any of its respective Property owned by any such Member other than Permitted Encumbrances.

Section 5.07. Incorporation by Reference. The covenants of each of the Members of the Obligated Group set forth in the Master Trust Indenture and the other Related Documents to which such Member of the Obligated Group is a party and, in each case, any financial covenants set forth therein or in any other agreement to which any of the Members of the Obligated Group is a party, whether now in effect or entered into by such Member of the Obligated Group after the date hereof, as well as related defined terms contained in such sources, respectively, are hereby incorporated by reference in this Section 5.07 for the benefit of the Administrative Agent and each Lender with the same effect as if each and every such obligation, covenant, agreement and defined term were set forth in this Section 5.07 in its entirety. The Parent Corporation and the other Members of the Obligated Group will perform and comply with each and every covenant incorporated herein, whether or not the Related Document remains in full force and effect or whether or not the original beneficiary of such representations and covenants continues to be a creditor of any Member of the Obligated Group or has otherwise lost its rights to enforce such representations and covenants. With respect to the First Supplemental Indenture, the Members of the Obligated Group will continue to perform and comply with the provisions thereof as incorporated herein, so long as any creditor or other Person is entitled to rely on or enforce a provision substantially similar to Section 304 thereof. To the extent that any such incorporated provision (A) permits any Person or Persons to waive compliance with such provision or (B) requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person or Persons, or (C) requires that notice, a document or anything else be delivered to a Person, for purposes of this Agreement, such incorporated provision shall be complied with hereunder only if (x) it is waived by the Administrative Agent or (y) such document, opinion or other instrument and such event or condition shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Administrative Agent and (z) such notice, document or other item is delivered to the Administrative Agent. No amendment to such obligations, covenants and agreements or defined terms made pursuant to any of the Related Documents shall be effective to amend such incorporated obligations, covenants and agreements and defined terms as incorporated by reference in this Section 5.07 without the prior written consent of the Required Lenders; *provided, however*, that, notwithstanding the foregoing, (i) with respect to financial covenants set forth in any such agreement to which any Member of the Obligated Group enters into after the date hereof and which financial covenants are incorporated into this Agreement by virtue of this Section 5.07, the Administrative Agent and the Lenders agree that such financial covenant may be amended by the respective Member of the Obligated Group, and the other creditor party to the underlying agreement evidencing such financial covenant without the Required Lenders' consent; *provided*,

further, however, that the Required Lenders shall retain the right to consent in writing to any waiver of such financial covenant in order to make such waiver effective against the Lenders, and the Required Lenders further agree that in the event such financial covenant is no longer in effect with respect to the other creditor party to the underlying agreement, it will no longer be deemed a financial covenant with the Administrative Agent and the Lenders; and (ii) this paragraph shall not prohibit any issuance of additional MTI Obligations or any addition or withdrawal of any Member of the Obligated Group (other than as set forth in Section 5.14) under (and as defined in) the Master Trust Indenture if no Event of Default has occurred and is continuing (with respect to the issuance of additional MTI Obligations) or if no Default has occurred and is continuing (with respect to any addition or withdrawal of any Member of the Obligated Group) and if the conditions precedent or other conditions applicable to the issuance of such additional MTI Obligation or the addition or withdrawal of such Member of the Obligated Group (whether under this Agreement or under the Master Trust Indenture or otherwise) have been satisfied.

Section 5.08. ERISA/Church Plans. With respect to each Plan, the Parent Corporation shall, and shall cause each other Member of the Obligated Group to, promptly pay and discharge all obligations and liabilities arising under ERISA of a character which if unpaid or unperformed could reasonably be expected to result in the imposition of a Lien against any of its Property. Except as would not reasonably be expected to result in material liability to a Member of the Obligated Group, the Parent Corporation shall, and shall cause each other Member of the Obligated Group to, promptly notify the Administrative Agent of: (a) the occurrence of any reportable event (as defined in Section 4043 of ERISA) with respect to a Plan, excluding, however, such events as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event, (b) receipt of any notice from the PBGC of its intention to seek termination of any Plan or appointment of a trustee therefor, (c) its intention to terminate or withdraw from any Plan, and (d) the occurrence of any event with respect to any Plan which would result in the incurrence by any Member of the Obligated Group of any material liability, fine or penalty, or any material increase in the contingent liability of any Member of the Obligated Group with respect to any post-retirement Welfare Plan benefit. In addition, with regard to any Church Plan, the Parent Corporation shall, and shall cause each other Member of the Obligated Group to, (a) keep in full force and effect any and all Church Plans which are presently in existence or may, from time to time, come into existence, unless such Church Plans can be terminated without Material Adverse Effect to the Parent Corporation or each Member of Obligated Group in connection with such termination; and (b) comply with all material requirements of the Code and applicable Laws which relate to Church Plans.

Section 5.09. Compliance with Laws. The Parent Corporation shall, and shall cause each other Member of the Obligated Group to, comply in all respects with the requirements of all federal, state, local, and foreign laws, rules, regulations, ordinances and orders applicable to or pertaining to its respective Property or business operations, where any such non-compliance, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect or result in a Lien upon any of its respective Property.

Section 5.10. Notice of Change in Fiscal Year. The Parent Corporation shall provide the Administrative Agent, on behalf of the Lenders, written notice of any change in the Fiscal Year of the System.

Section 5.11. Change in the Nature of Business. The Parent Corporation shall not, nor shall it permit any other Member of the Obligated Group to, engage in any business or activity if as a result the general nature of the business of any Member of the Obligated Group would be changed in any material respect from the general nature of the business engaged in by it as of the date hereof if the result of such change could reasonably be expected to result in a Material Adverse Effect.

Section 5.12. Use of Proceeds. (a) The Borrower shall use the proceeds of the Loans made available hereunder solely for the purposes set forth in, or otherwise permitted by, Section 4.03 hereof. The Parent Corporation shall not, nor shall it permit any other Member of the Obligated Group to, use the proceeds of any credit extension hereunder, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose, in each case in violation of, or for a purpose which violates, or would be inconsistent with, Regulation T, U or X of the Board of Governors of the Federal Reserve System.

(b) The Parent Corporation shall not, nor shall it permit any other Member of the Obligated Group to, use and shall procure that its subsidiaries and affiliates and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Loan (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 5.13. Historical Debt Service Coverage Ratio. The Parent Corporation shall cause the Historical Debt Service Coverage Ratio of the System to be at least 1.10 to 1.0, as of the last day of each Fiscal Year.

Section 5.14. Additional Members. (a) Without the prior written consent of the Required Lenders, no Person shall become a Member of the Obligated Group under the Master Trust Indenture; *provided* that, subject to compliance with the terms of the Master Trust Indenture relating to entrance into the Obligated Group;

(i) A Person may become a Member of the Obligated Group without the consent of the Required Lenders upon satisfaction of the following conditions:

(A) the addition such Person as a Member of the Obligated Group would not cause an Event of Default to occur;

(B) receipt by the Administrative Agent of all documents required to be delivered pursuant to the Master Trust Indenture in connection therewith;

(C) after giving effect to the addition of such Person to the Obligated Group, the System shall be in compliance on a pro forma basis with Section 5.13 hereof; and

(D) after giving effect to the addition of such Person to the Obligated Group, the Unrestricted Net Assets of the System would not decline by 25% or more from that shown in the most recent Fiscal Year audited financial statements of the System delivered to the Administrative Agent pursuant to Section 5.04(b) hereof.

All of the terms and conditions described in (i) of this Section 5.14 shall be demonstrated to the Administrative Agent by delivery of an officer's certificate of the Parent Corporation, which certificate (and any attachments thereto) shall be in form and substance reasonably satisfactory to the Administrative Agent.

(b) Each Person who becomes a Member of the Obligated Group pursuant to (a) above shall assume in writing, pursuant to the Master Trust Indenture, the due and punctual payment of the obligations and performance and observance of all the covenants and conditions of the Bank Master Note.

(c) A Person may withdraw as Member of the Obligated Group without the consent of the Required Lenders if:

(i) its net assets or net revenues are not equal to or greater than ten percent (10%) of the combined or consolidated net assets or net revenues, respectively, of the Obligated Group (determined on the basis of the audited financial statements most recently delivered pursuant to Section 5.04(b)); and

(ii) the withdrawal from the Obligated Group shall not impair the joint and several nature of the obligations of the remaining Members of the Obligated Group under the Master Trust Indenture and hereunder if more than one Member remains

Notwithstanding the foregoing, the Borrower may not withdraw from the Obligated Group without the prior written consent of the Required Lenders.

Section 5.15. Amendments to Related Documents. Without the prior written consent of the Required Lenders, no Member of the Obligated Group will enter into or consent to any amendment, supplement or modification of any provision of any Related Document or allow a replacement Master Trust Indenture to become effective or otherwise replace the existing Master Trust Indenture or substitute the Bank Master Note with a substitute master indenture obligation issued under a different or replacement master trust indenture, to the extent such amendment, supplement or modification, replacement or substitution would adversely affect the rights, interests, remedies or security of the Administrative Agent or would otherwise adversely affect Obligated Group's ability to satisfy its obligations hereunder or under the other Related Documents; *provided, however*, that this Section shall not be construed to prohibit supplements to the Master Trust Indenture permitted by Section 701 thereof (but excepting specifically clause (b)

of such Section 701). In the case of a substitution of the Bank Master Note with a substitute master note issued under a different or replacement master indenture, the Administrative Agent agrees to direct the Master Trustee to return the Bank Master Note and accept a new master note, issued under a different or replacement master indenture, upon receipt of written request of the Obligated Group Agent, on behalf of itself and the Members of the Obligated Group, including a statement that such substitution will not adversely affect the rights, interests, remedies or security of the Administrative Agent or otherwise adversely affect the Obligated Group's ability to satisfy its obligations hereunder or under the other Related Documents.

Section 5.16. Insurance. The Parent Corporation shall, and shall cause each other Member of the Obligated Group to, maintain, insurance with financially sound and reputable insurance companies or associations, or will self-insure in such amounts and covering such risks as are usually carried by entities engaged in the same or a similar business and similarly situated, which insurance may provide for reasonable deductibles from coverage. The Parent Corporation shall, upon request of the Administrative Agent and/or any Lender, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Section. Absent an Event of Default, the Administrative Agent shall not make such a request more frequently than once per Fiscal Year.

Section 5.17. Investments, Acquisitions, Loans and Advances. The Parent Corporation shall not, nor shall it permit any other Member of the Obligated Group, to directly or indirectly, make, retain or have outstanding any investments (whether through purchase of stock or obligations or otherwise) in any other Person which are prohibited by the Investment Policy or the Master Trust Indenture.

Section 5.18. Accreditation. The Parent Corporation shall, and shall cause each other Member of the Obligated Group to, maintain (i) full or provisional accreditation of the hospital facilities owned by the Members of the Obligated Group by The Joint Commission or other accreditation necessary to conduct operations except to the extent that the failure to comply with the foregoing by any Member of the Obligated Group could not reasonably be expected to result in a Material Adverse Effect, (ii) licenses and other approvals from appropriate regulatory authorities to operate its facilities requiring such licensure and approvals except to the extent that the failure to comply with the foregoing by any Member of the Obligated Group could not reasonably be expected to result in a Material Adverse Effect and (iii) the status of the hospital facilities as providers of health care services eligible for reimbursement under Medicaid, Medicare or equivalent insurance or contractual third-party payment programs except to the extent that the failure to comply with the foregoing by any Member of the Obligated Group could not reasonably be expected to result in a Material Adverse Effect.

Section 5.19. Fundamental Change. The Parent Corporation shall not, nor shall it permit any other Member of the Obligated Group to, merge, dissolve, liquidate, consolidate with or into another Person, or dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except to the extent permitted by the Master Trust Indenture.

Section 5.20. Notices. (a) The Parent Corporation, on behalf of itself and each other Member of the Obligated Group, shall provide the Administrative Agent, on behalf of each Lender, with prompt notice of any action, suit or proceeding (or event relating thereto) known to it at law or in equity or by or before any Governmental Authority and which, if adversely determined, could reasonably be expected to result in a Material Adverse Effect.

(b) The Parent Corporation, on behalf of itself and each other Member of the Obligated Group, shall provide the Administrative Agent, on behalf of each Lender, with prompt written notice of (1) any material dispute which may exist in connection with any transaction contemplated under this Agreement, or (2) any matter or event that could reasonably be expected to result in a Material Adverse Effect; *provided, however*, any material adverse change in the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) of the Obligated Group, taken as a whole, as a result of the COVID-19 Event shall not be required to be disclosed to the Administrative Agent, on behalf of the Lenders.

(c) At the request of the Administrative Agent and/or any Lender, copies of each request and other information as and when provided to the Master Trustee.

(d) Promptly after the furnishing thereof, the Parent Corporation shall provide to the Administrative Agent, on behalf of each Lender, copies of any financial statement or report furnished to any trustee or other holder of the obligations of the Obligated Group or any Member thereof pursuant to the terms of the Master Trust Indenture (including, without limitation, information required to be provided under Section 409 of the Master Trust Indenture), or otherwise required to be furnished pursuant to the terms of any indenture, loan or credit or similar agreement to which the Obligated Group or any Member thereof is a party and not otherwise required to be furnished to the Administrative Agent, on behalf of each Lender, pursuant to any other clause of this Section 5.20(d).

(e) Each Member of the Obligated Group shall provide the Administrative Agent, on behalf of the Lenders, with prompt written notice of (1) any change in the location of the executive office or state of incorporation of any Member of the Obligated Group, (2) any change in the name of any Member of the Obligated Group, (3) any Member of the Obligated Group altering the nature of its business in any material respect, (4) any withdrawals of Members to or from, as the case may be, the Obligated Group and (5) any change in the Obligated Group Agent.

(f) (1) Forthwith (but in any event within ten (10) Business Days), the Parent Corporation shall provide to the Administrative Agent, on behalf of each Lender, copies of any notification delivered to or received by it or any other Member of the Obligated Group with respect to a downgrade, withdrawal or suspension of the rating assigned by any one of the Rating Agencies to any bonded indebtedness issued or secured pursuant to the Master Trust Indenture and (2) the Parent Corporation shall provide to the Administrative Agent and each Lender such further financial and other information with respect to the Obligated Group and its Members as the Administrative Agent and/or any Lender may reasonably request from time to time.

(g) If and when any member of a Member's Controlled Group (x) gives or is required to give notice to the PBGC of any "reportable event" (as defined in Section 4043 of ERISA) with

respect to any Plan that might constitute grounds for a termination of such Plan under Title IV of ERISA, or knows that the plan administrator of any Plan has given or is required to give notice of any such reportable event, provide the Administrative Agent with a copy of the notice of such reportable event given or required to be given to the PBGC; (y) receives notice of complete or partial withdrawal liability under Title IV of ERISA, provide the Administrative Agent with a copy of such notice; or (z) receives notice from the PBGC under Title IV of ERISA of an intent to terminate or appoint a trustee to administer any Plan, provide the Administrative Agent with a copy of such notice.

(h) Promptly upon any Knowledge Officer obtaining knowledge of any Event of Default, or notice thereof, and in any event within ten (10) Business Days thereafter, the Parent Corporation shall provide to the Administrative Agent a certificate signed by a representative of the Parent Corporation specifying in reasonable detail the nature and period of existence thereof and what action the Parent Corporation has taken or proposes to take with respect thereto.

(i) Promptly, the Parent Corporation shall provide notice of any change in the information provided in the Beneficial Ownership Certification delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.

Section 5.21. Payment of Obligations. The Parent Corporation shall, and shall cause each other Member of the Obligated Group to, pay and discharge as the same shall become due and payable, all its obligations and liabilities, including (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by any Member; and (b) all lawful claims which, if unpaid, would by law become a Lien (other than a Lien permitted by the Master Trust Indenture and Section 5.06 hereof) upon its property.

Section 5.22. Patriot Act. The Parent Corporation shall, and shall cause each other Member of the Obligated Group and each Subsidiary thereof to, provide such information and take such actions as are reasonably requested by the Administrative Agent and each Lender in order to assist the Administrative Agent and such Lender in maintaining compliance with the Patriot Act.

Section 5.23. Maintenance of Ratings. The Parent Corporation shall, and shall cause each other Member of the Obligated Group to, cause be maintained at all times a Debt Rating secured and evidenced by an MTI Obligation of at least “BBB” (or its equivalent) by S&P and Fitch and “Baa2” (or its equivalent) by Moody’s and shall not permit any Debt Rating to be withdrawn or suspended for credit related reasons. The Parent Corporation shall, and shall cause each Member of the Obligated Group to, at all times maintain Debt Ratings from at least two Rating Agencies. The Parent Corporation covenants and agrees that it shall not, nor shall it permit any other Member of the Obligated Group to, at any time withdraw any Debt Rating if the effect of such withdrawal would be to cure a Default or an Event of Default under this Agreement.

Section 5.24. Certificate of Beneficial Ownership and Other Additional Information. The Parent Corporation shall provide to the Administrative Agent and each Lender, promptly following any request therefore, information and documentation reasonably requested by the Administrative

Agent and the Lenders for purposes of compliance with applicable “know your customer” and anti-money-laundering rules and regulations, including, without limitation, the USA Patriot Act and the Beneficial Ownership Regulation.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01. Events of Default. Any one or more of the following shall constitute an “Event of Default” hereunder:

(a) default in the payment when and as due of (i) the principal or interest on any Loan when due, or (ii) all or any part of any other Obligation payable hereunder or under any other Related Document (whether at the stated maturity thereof or at any other time provided for in this Agreement), or default shall occur in the payment when due of any other indebtedness or obligation (whether direct, contingent or otherwise) of any Member of the Obligated Group owing to the Administrative Agent or any Lender; or

(b) default in the observance or performance of any covenant set forth in Sections 5.01, 5.06, 5.07, 5.09, 5.11, 5.12, 5.13, 5.14, 5.15, 5.19, 5.20, 5.21, 5.23 or 5.24 hereof; or

(c) default in the observance or performance of any other provision hereof or of any other Related Document which is not remedied within 30 days after the earlier of (i) the date on which such failure shall first become known to any Knowledge Officer of any Member of the Obligated Group or (ii) written notice thereof is given to the Parent Corporation by the Administrative Agent or any Lender; *provided*, that if such default cannot be cured within 30 days, so long as the Obligated Group diligently proceeds to cure such default, the cure period shall be extended for an additional 15 days; or

(d) any representation or warranty made by any Member of the Obligated Group herein or in any other Related Document, or in any statement or certificate furnished by it pursuant hereto or thereto, or in connection with any extension of credit made hereunder, proves untrue in any material respect as of the date of the issuance or making thereof; or

(e) any event of default occurs under the Master Trust Indenture or any other event occurs or condition exists (other than those described in subsections (a) through (d) above) which is specified as an event of default under any of the other Related Documents, any material provision of the Related Documents shall for any reason not be or shall cease to be in full force and effect, or any of the Related Documents is declared to be null and void, or (ii) any Member of the Obligated Group takes any action for the purpose of terminating, repudiating or rescinding any Related Document executed by it or any of its obligations thereunder; or

(f) (i) a default shall occur on any Indebtedness or Financial Product Agreement entered into, issued, assumed or guaranteed by any Member of the Obligated Group or under any indenture, agreement or other instrument pursuant to which the same may be issued, and secured under the Master Trust Indenture and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such Indebtedness (whether or not such maturity is in fact accelerated) or require the payment of a termination payment under any such Financial Product Agreement, or any such Indebtedness or payment of any termination payment under any such Financial Product Agreement shall not be paid when due (whether by lapse of time, acceleration or otherwise), or (ii) a default shall occur with respect to any Indebtedness or Financial Product Agreement entered into, issued, assumed or guaranteed by any Member of the Obligated Group or under any indenture, agreement or other instrument pursuant to which the same may be executed, issued, in an aggregate amount in excess of \$25,000,000 and not secured by the Master Trust Indenture, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such Indebtedness (whether or not such maturity is in fact accelerated) or require the payment of a termination payment under any such Financial Product Agreement, or any such Indebtedness or payment of any termination payment under any such Financial Product Agreement shall not be paid when due (whether by lapse of time, acceleration or otherwise) *provided* that no such failure to perform as described in this clause (ii) shall constitute an Event of Default so long as: (A) the Obligated Group or any Member thereof is diligently contesting in good faith by appropriate legal proceedings its obligation to make such payment or the amount of the payment required or to perform or observe such agreement, term or condition; (B) the opposing party or parties in any such legal proceedings shall be stayed from executing on any Property of the Obligated Group or any Member thereof with respect to such default or failure to perform; (C) as a result of such default or failure to perform on behalf of the Obligated Group or any Member thereof, no other party to any other Indebtedness of the Obligated Group or any Member thereof, as applicable, shall have declared such Indebtedness due and payable prior to the maturity date thereof or otherwise commenced its exercise of remedies pursuant to the agreement or instrument relating to such Indebtedness and the execution by any such party on Property of the Obligated Group or any Member thereof shall not have been stayed; and (D) as a result of such default or failure to perform on behalf of the Obligated Group or any Member thereof, no other party to any Financial Product Agreement of the Obligated Group or any Member thereof, as applicable, shall have required payment of a termination payment under such Financial Product Agreement or otherwise commenced its exercise of remedies pursuant to the agreement or instrument relating to such Financial Product Agreement and the execution by any such party on Property of the Obligated Group or any Member thereof shall not have been stayed; or

(g) any final judgment or judgments, writ or writs, or warrant or warrants of attachment, or any similar process or processes in an aggregate amount in excess of \$50,000,000 shall be entered or filed against any Member of the Obligated Group or against any of their Property and which remains unvacated, unbonded, unstayed or unsatisfied for a period of 60 days; or

(h) (i) any Member of the Obligated Group or any member of its respective Controlled Group shall fail to pay when due an amount or amounts aggregating in excess of \$100,000,000 which it shall have become liable to pay to the PBGC or to a Plan under Title IV of ERISA; or notice of intent to terminate a Plan or Plans having aggregate Unfunded Vested Liabilities in excess of \$100,000,000 (collectively, a “*Material Plan*”) shall be filed under Title IV of ERISA by any Member of the Obligated Group or any other member of its Controlled Group, any plan administrator or any combination of the foregoing; or the PBGC shall institute proceedings under Title IV of ERISA to terminate or to cause a trustee to be appointed to administer any Material Plan or a proceeding shall be instituted by a fiduciary of any Material Plan against any Member of the Obligated Group or any member of its Controlled Group to enforce Section 515 or 4219(c)(5) of ERISA and such proceeding shall not have been dismissed within 30 days thereafter; or a condition shall exist by reason of which the PBGC would be entitled to obtain a decree adjudicating that any Material Plan must be terminated; or (ii) any Member of the Obligated Group or any member of its Controlled Group shall fail to pay when due an amount or amounts aggregating in excess of \$100,000,000 which it shall become liable to pay under any Church Plan; or

(i) dissolution or termination of the existence of any Member of the Obligated Group; or

(j) any Member of the Obligated Group shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its Property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any corporate action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 6.01(k) hereof; or

(k) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for any Member of the Obligated Group or any substantial part of any of their Property, or a proceeding described in Section 6.01(j)(v) shall be instituted against any Member of the Obligated Group, and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of 60 days; or

(l) any provision of this Agreement or any Related Document shall at any time for any reason cease to be valid and binding on any Member as a result of a ruling or finding by a court or a Governmental Authority with competent jurisdiction or shall be declared in a final non-appealable judgment by any court with competent jurisdiction to be null and

void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by any Member.

Section 6.02. Non-Bankruptcy Defaults. When any Event of Default described in subsection (a) through (i), inclusive, and (l) of Section 6.01 has occurred and is continuing, the Administrative Agent may, and upon the request of the Required Lenders shall, by notice to the Borrower, take one or more of the following actions:

(a) terminate the Commitment and the obligation of the Administrative Agent and the Lenders to extend any further credit hereunder on the date (which may be the date thereof) stated in such notice;

(b) declare all Obligations (including, without limitation, the principal of and the accrued interest on all outstanding Loans) and the Bank Master Note to be forthwith due and payable and thereupon the Obligations and the Bank Master Note, including both principal and interest on the Loans and all fees, charges and all other Obligations payable hereunder and under the other Related Documents, shall be and become immediately due and payable without further demand, presentment, protest or notice of any kind; *provided, however,* that the Bank Master Note may only be accelerated in accordance with the terms of the Master Trust Indenture; and

(c) enforce any and all rights and remedies available to it under the Related Documents or applicable law.

Section 6.03. Bankruptcy Defaults. When any Event of Default described in subsections (j) or (k) of Section 6.01 hereof has occurred and is continuing, then (i) the Loans and the Bank Master Note, including both principal and interest, and all fees, charges and other Obligations payable hereunder and under the other Related Documents, shall immediately become due and payable without presentment, demand, protest or notice of any kind and (ii) the Commitment and the obligation of the Lenders to extend further credit pursuant to any of the terms hereof shall immediately terminate. In addition, the Lenders may exercise any and all remedies available to it under the Related Documents or applicable law.

ARTICLE VII

THE ADMINISTRATIVE AGENT

Section 7.01. Authorization and Action. (a) Each Lender hereby irrevocably appoints the entity named as Administrative Agent in the heading of this Agreement and its successors and assigns to serve as the administrative agent and collateral agent under the Related Documents and each Lender authorizes the Administrative Agent to take such actions as agent on its behalf and to exercise such powers under this Agreement and the other Related Documents as are delegated to the Administrative Agent under such agreements and to exercise such powers as are reasonably incidental thereto. The bank serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits

from, lend money to and generally engage in any kind of business with any Member of the Obligated Group or any Subsidiary or any Affiliate thereof as if it were not the Administrative Agent hereunder. The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Related Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Related Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 8.02), and, (c) except as expressly set forth in the Related Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Member of the Obligated Group or any Subsidiary that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 8.02) or in the absence of its own gross negligence or willful misconduct as determined by a final nonappealable judgment of a court of competent jurisdiction. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Related Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Related Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Related Document, (iv) the validity, enforceability, effectiveness or genuineness of any Related Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the collateral or the existence of the collateral, or (vi) the satisfaction of any condition set forth in Article III or elsewhere in any Related Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent. Without limiting the foregoing, each Lender hereby authorizes the Administrative Agent to execute and deliver, and to perform its obligations under, each of the Related Documents to which the Administrative Agent is a party, and to exercise all rights, powers and remedies that the Administrative Agent may have under such Related Documents.

(b) As to any matters not expressly provided for herein and in the other Related Documents (including enforcement or collection), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, pursuant to the terms in the Related Documents), and, unless and until revoked in writing, such instructions shall be binding upon each Lender; *provided, however*, that the Administrative Agent shall not be required to take any action that (i) the Administrative Agent in good faith believes exposes it to liability unless the Administrative Agent receives an indemnification and is exculpated in a manner satisfactory to it from the Lenders with respect to such action or (ii) is contrary to this Agreement or any other Related Document or applicable law, including any action

that may be in violation of the automatic stay under any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors; *provided, further*, that the Administrative Agent may seek clarification or direction from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or direction has been provided. Except as expressly set forth in the Related Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower, any Subsidiary or any Affiliate of any of the foregoing that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. Nothing in this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(c) In performing its functions and duties hereunder and under the other Related Documents, the Administrative Agent is acting solely on behalf of the Lenders (except in limited circumstances expressly provided for herein relating to the maintenance of the Register), and its duties are entirely mechanical and administrative in nature. Without limiting the generality of the foregoing:

(i) the Administrative Agent does not assume and shall not be deemed to have assumed any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any Lender other than as expressly set forth herein and in the other Related Documents, regardless of whether a Default or an Event of Default has occurred and is continuing (and it is understood and agreed that the use of the term “agent” (or any similar term) herein or in any other Related Document with reference to the Administrative Agent is not intended to connote any fiduciary duty or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties); additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and/or the transactions contemplated hereby; and

(ii) nothing in this Agreement or any Related Document shall require the Administrative Agent to account to any Lender for any sum or the profit element of any sum received by the Administrative Agent for its own account;

(d) The Administrative Agent may perform any of its duties and exercise its rights and powers hereunder or under any other Related Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any of their respective duties and exercise their respective rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall

apply to their respective activities pursuant to this Agreement. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agent except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agent.

(e) The Arranger shall not have obligations or duties whatsoever in such capacity under this Agreement or any other Related Document and shall incur no liability hereunder or thereunder in such capacity, but all such persons shall have the benefit of the indemnities provided for hereunder.

(f) In case of the pendency of any proceeding with respect to the Borrower under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim under Sections 2.10, 2.11, 2.13, 2.15 and 8.03 hereof) allowed in such judicial proceeding; and

(ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such proceeding is hereby authorized by each Lender and each other Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders or the other Lenders, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Related Documents (including under Section 8.03 hereof). Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

(g) The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and, except solely to the extent of the Borrower's rights to consent pursuant to and subject to the conditions set forth in this Article, none of the Members of the Obligated Group, or any of their respective Affiliates, shall have any rights as a third party beneficiary under any such provisions. Each Lender, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the collateral provided under the Related Documents, to have agreed to the provisions of this Article.

Section 7.02. Administrative Agent's Reliance, Indemnification, Etc. (a) Neither the Administrative Agent nor any of its Related Parties shall be (i) liable for any action taken or omitted to be taken by such party, the Administrative Agent or any of its Related Parties under or in connection with this Agreement or the other Related Documents (x) with the consent of or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Related Documents) or (y) in the absence of its own gross negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and non-appealable judgment) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by the Borrower or any officer thereof contained in this Agreement or any other Related Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Related Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Related Document or for any failure of the Borrower to perform its obligations hereunder or thereunder.

(b) The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof (stating that it is a "*notice of default*") is given to the Administrative Agent by the Borrower or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Related Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Related Document or the occurrence of any Default, (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of any Related Document or any other agreement, instrument or document, (v) the satisfaction of any condition set forth in Article III or elsewhere in any Related Document, other than to confirm receipt of items (which on their face purport to be such items) expressly required to be delivered to the Administrative Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent, or (vi) the creation, perfection or priority of Liens on the collateral.

(c) Without limiting the foregoing, the Administrative Agent (i) may treat the payee of any promissory note as its holder until such promissory note has been assigned in accordance with Section 8.04 hereof, (ii) may rely on the Register to the extent set forth in Section 8.04(b) hereof, (iii) may consult with legal counsel (including counsel to the Borrower), independent public accountants and other experts selected by it, and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts, (iv) makes no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, warranties or representations made by or on behalf of the Borrower in connection with this Agreement or any other Related Document, (v) in determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender sufficiently in advance of the making of such Loan and (vi) shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Related Document by acting upon, any notice,

consent, certificate or other instrument or writing (which writing may be a fax, any electronic message, Internet or intranet website posting or other distribution) or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated by the proper party or parties (whether or not such Person in fact meets the requirements set forth in the Related Documents for being the maker thereof).

Section 7.03. Posting of Communications. (a) The Borrower agrees that the Administrative Agent may, but shall not be obligated to, make any Communications available to the Lenders by posting the Communications on IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic system chosen by the Administrative Agent to be its electronic transmission system (the “Approved Electronic Platform”).

(b) Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a user ID/password authorization system) and the Approved Electronic Platform is secured through a per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lenders and the Borrower acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Approved Electronic Platform, and that there may be confidentiality and other risks associated with such distribution. Each of the Lenders and the Borrower hereby approves distribution of the Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution.

(c) THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS ARE PROVIDED “AS IS” AND “AS AVAILABLE”. THE APPLICABLE PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE APPROVED ELECTRONIC PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE APPLICABLE PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE APPROVED ELECTRONIC PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT, ANY ARRANGER OR ANY OF THEIR RESPECTIVE RELATED PARTIES (COLLECTIVELY, “APPLICABLE PARTIES”) HAVE ANY LIABILITY TO THE BORROWER, ANY LENDER OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF THE BORROWER’S OR THE ADMINISTRATIVE AGENT’S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET OR THE APPROVED ELECTRONIC PLATFORM.

“Communications” means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of the Borrower pursuant to any Related Document or the transactions contemplated therein which is distributed by the Administrative

Agent or any Lender by means of electronic communications pursuant to this Section 7.03, including through an Approved Electronic Platform.

(d) Each Lender agrees that notice to it (as provided in the next sentence) specifying that Communications have been posted to the Approved Electronic Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Related Documents. Each Lender agrees (i) to notify the Administrative Agent in writing (which could be in the form of electronic communication) from time to time of such Lender's email address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such email address.

(e) Each of the Lenders and the Borrower agrees that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Communications on the Approved Electronic Platform in accordance with the Administrative Agent's generally applicable document retention procedures and policies.

(f) Nothing herein shall prejudice the right of the Administrative Agent, any Lender to give any notice or other communication pursuant to any Related Document in any other manner specified in such Related Document.

(g) The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 7.04. The Administrative Agent Individually. With respect to its Commitment and Loans, the Person serving as the Administrative Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender. The terms "Lenders," "Required Lenders" and any similar terms shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity as a Lender or as one of the Required Lenders, as applicable. The Person serving as the Administrative Agent and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of banking, trust or other business with, the Members of the Obligated Group or any Affiliate of any of the foregoing as if such Person was not acting as the Administrative Agent and without any duty to account therefor to the Lenders.

The Administrative Agent may perform any and all of its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the

Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent.

Section 7.05. Successor Administrative Agent. (a) The Administrative Agent may resign at any time by giving 30 days' prior written notice thereof to the Lenders and the Borrower, whether or not a successor Administrative Agent has been appointed. Upon any such resignation, the Required Lenders shall have the right to appoint a successor Administrative Agent. If no successor Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within thirty (30) days after the retiring Administrative Agent's giving of notice of resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent, which shall be a bank with an office in New York, New York or an Affiliate of any such bank. In either case, such appointment shall be subject to the prior written approval of the Borrower (which approval may not be unreasonably withheld and shall not be required while an Event of Default has occurred and is continuing). Upon the acceptance of any appointment as Administrative Agent by a successor Administrative Agent, such successor Administrative Agent shall succeed to, and become vested with, all the rights, powers, privileges and duties of the retiring Administrative Agent. Upon the acceptance of appointment as Administrative Agent by a successor Administrative Agent, the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement and the other Related Documents. Prior to any retiring Administrative Agent's resignation hereunder as Administrative Agent, the retiring Administrative Agent shall take such action as may be reasonably necessary to assign to the successor Administrative Agent its rights as Administrative Agent under the Related Documents.

(b) Notwithstanding paragraph (a) of this Section 7.05, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders and the Borrower, whereupon, on the date of effectiveness of such resignation stated in such notice, (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Related Documents, and (ii) the Required Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent; *provided* that (A) all payments required to be made hereunder or under any other Related Document to the Administrative Agent for the account of any Person other than the Administrative Agent shall be made directly to such Person and (B) all notices and other communications required or contemplated to be given or made to the Administrative Agent shall directly be given or made to each Lender. Following the effectiveness of the Administrative Agent's resignation from its capacity as such, the provisions of this Article, Section 2.15(d) and Section 8.03 hereof, as well as any exculpatory, reimbursement and indemnification provisions set forth in any other Related Document, shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent and in respect of the matters referred to in the proviso under clause (a) above.

Section 7.06. Acknowledgements of Lenders. (a) Each Lender acknowledges and agrees that the extensions of credit made hereunder are commercial loans and not investments in a business enterprise or securities. Each Lender represents that it is engaged in making, acquiring or holding commercial loans in the ordinary course of its business and that it has, independently and without reliance upon the Administrative Agent, any Arranger, or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, any Arranger, or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Members of the Obligated Group and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Related Document or any related agreement or any document furnished hereunder or thereunder and in deciding whether or to the extent to which it will continue as a Lender or assign or otherwise transfer its rights, interests and obligations hereunder.

(b) Each Lender, by delivering its signature page to this Agreement on the Effective Date, or delivering its signature page to an Assignment and Assumption or any other Related Document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Related Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Effective Date or the effective date of any such Assignment and Assumption or any other Loan document pursuant to which it shall have become a Lender hereunder.

(c) Each Lender hereby agrees that (i) it has requested a copy of each Report prepared by or on behalf of the Administrative Agent; (ii) the Administrative Agent (A) makes no representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or any inaccuracy or omission contained in or relating to a Report and (B) shall not be liable for any information contained in any Report; (iii) the Reports are not comprehensive audits or examinations, and that any Person performing any field examination will inspect only specific information regarding the Borrower and will rely significantly upon the Borrower's books and records, as well as on representations of the Borrower's personnel and that the Administrative Agent undertakes no obligation to update, correct or supplement the Reports; (iv) it will keep all Reports confidential and strictly for its internal use, not share the Report with the Borrower or any other Person except as otherwise permitted pursuant to this Agreement; and (v) without limiting the generality of any other indemnification provision contained in this Agreement, (A) it will hold the Administrative Agent and any such other Person preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any extension of credit that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans; and (B) it will pay and protect, and indemnify, defend, and hold the Administrative Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorneys' fees)

incurred by the Administrative Agent or any such other Person as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

(d) The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts\ or omissions of, or (except as otherwise set forth herein in case of the Administrative Agent) authorized to act for, any other Lender. The Administrative Agent shall have the exclusive right on behalf of the Lenders to enforce the payment of the principal of and interest on any Loan after the date such principal or interest has become due and payable pursuant to the terms of this Agreement.

Section 7.07. Reserved.

Section 7.08. Reserved.

Section 7.09. Certain ERISA Matters. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations) of one or more Plans in connection with the Loans or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and each Arranger and its respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Member of the Obligated Group, that (i) none of the Administrative Agent, or any Arranger or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Related Document or any documents related to hereto or thereto).

(ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21, as amended from time to time) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds, or has under management or control, total assets of at least \$50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E),

(iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including in respect of the Obligations),

(iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Loans, the Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder, and

(v) no fee or other compensation is being paid directly to the Administrative Agent, or any Arranger or any their respective Affiliates for investment advice (as opposed to other services) in connection with the Loans, the Commitments or this Agreement.

(c) The Administrative Agent and each Arranger hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Commitments, this Agreement and any other Related Documents (ii) may recognize a gain if it extended the Loans or the Commitments for an amount less than the amount being paid for an interest in the Loans or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Related Documents or otherwise, including structuring

fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

Section 7.10. Flood Laws. Chase has adopted internal policies and procedures that address requirements placed on federally regulated lenders under the National Flood Insurance Reform Act of 1994 and related legislation (the "*Flood Laws*"). Chase, as administrative agent or collateral agent on a syndicated facility, will post on the applicable electronic platform (or otherwise distribute to each Lender in the syndicate) documents that it receives in connection with the Flood Laws. However, Chase reminds each Lender and Participant in the facility that, pursuant to the Flood Laws, each federally regulated Lender (whether acting as a Lender or Participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements.

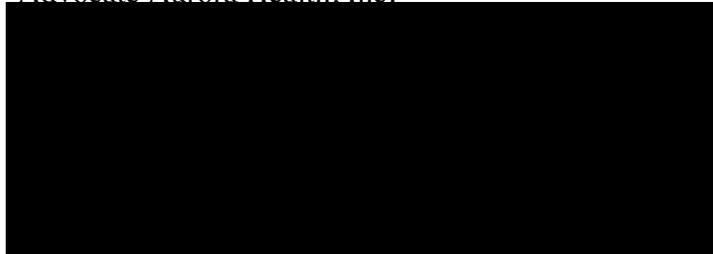
ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone or Electronic Systems (and subject in each case to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax, as follows:

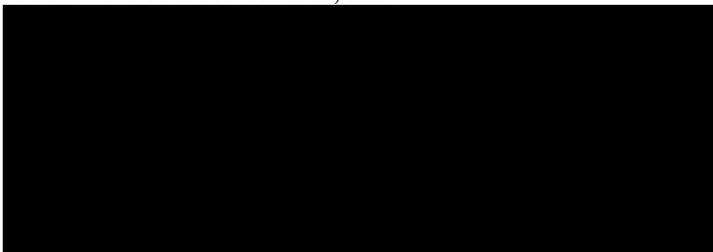
- (i) if to the Borrower at:

Advocate Aurora Health, Inc.



with a copies to:

Advocate Aurora Health, Inc.

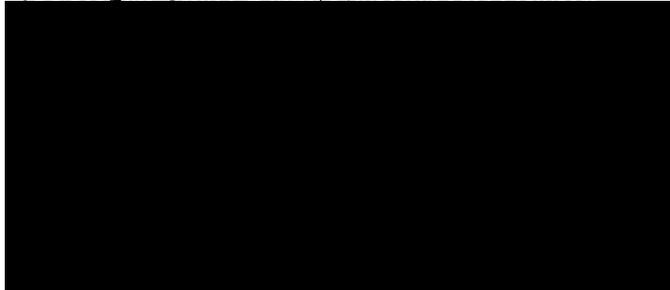


Advocate Aurora Health, Inc.



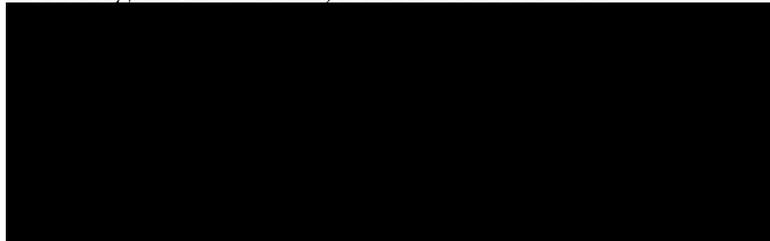
Association at: (ii) if to the Administrative Agent, to JPMorgan Chase Bank, National

JPMorgan Chase Bank, National Association



With a copy to:

JPMorgan Chase Bank, National Association



(iii) if to any other Lender, to it at its address or fax number set forth in its Administrative Questionnaire.

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail shall be deemed to have been given when received, (ii) sent by fax shall be deemed to have been given when sent, *provided* that if not given during normal business hours for the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day of the recipient, or (iii) delivered through Electronic Systems or Approved Electronic Platforms, as applicable, to the extent provided in paragraph (b) below shall be effective as provided in such paragraph.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by using Electronic Systems or Approved Electronic Platforms, as applicable, or pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Administrative Agent and the applicable Lender. Each of the Administrative Agent and the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by using Electronic Systems or Approved Electronic Platforms, as applicable, pursuant to procedures approved by it;

provided that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise proscribes, all such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided* that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; *provided* that, for both clauses (i) and (ii) above, if such notice, e-mail or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day of the recipient.

(c) Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to the other parties hereto.

Section 8.02. Waivers; Amendments. (a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Related Document 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 Administrative Agent and the Lenders hereunder and under any other Related Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Related Document 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 8.02, 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, regardless of whether the Administrative Agent, any Lender may have had notice or knowledge of such Default at the time.

(b) Subject to Section 2.12(c) hereof and Section 8.02(d) below, neither this Agreement nor any other Related Document nor any provision hereof or thereof may be waived, amended or modified except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or (ii) in the case of any other Related Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent, with the consent of the Required Lenders; *provided* that no such agreement shall (A) increase the Commitment of any Lender without the written consent of such Lender (including any such Lender that is a Defaulting Lender), (B) reduce or forgive the principal amount of any Loan or reduce the rate of interest thereon, or reduce or forgive any interest or fees payable hereunder, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) affected thereby (except that any amendment or modification of the financial covenants in this Agreement (or defined terms used in the financial covenants in this Agreement) shall not constitute a reduction in the rate of interest or fees for purposes of this clause (B)), (C) postpone any scheduled date of payment of the principal amount of any Loan or any date for the payment of any interest, fees or other Obligations payable hereunder, or reduce the amount of,

waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) affected thereby, (D) change Section 2.16(b), (c) or (d) hereof in a manner that would alter the manner in which payments are shared, without the written consent of each Lender (other than any Defaulting Lender), (E) change any of the provisions of this Section 8.02 hereof or the definition of “Required Lenders” or any other provision of any Related Document specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (other than any Defaulting Lender) directly affected thereby (except as otherwise permitted herein or in the other Related Documents), (F) change the definition of “Applicable Percentage” as defined herein without the written consent of each Lender (other than any Defaulting Lender); or (G) except as provided in clause (c) of this Section 8.02 hereof, release the Master Bank Notes without the written consent of each Lender (other than any Defaulting Lender); *provided further* that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent. The Administrative Agent may also amend the Commitment Schedule to reflect assignments entered into pursuant to Section 8.04 hereof.

(c) If, in connection with any proposed amendment, waiver or consent requiring the consent of “each Lender” or “each Lender affected thereby,” the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but has not been obtained being referred to herein as a “*Non-Consenting Lender*”), then the Borrower may elect to replace a Non-Consenting Lender as a Lender party to this Agreement, *provided* that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Borrower and the Administrative Agent shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of clause (b) of Section 8.04 hereof, and (ii) the Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrower hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.13 and 2.15 hereof, and (2) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.14 hereof had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender. Each party hereto agrees that an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and such parties are participants), and (b) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; *provided* that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the

applicable Lender, *provided* that any such documents shall be without recourse to or warranty by the parties thereto.

(d) Notwithstanding anything to the contrary herein the Administrative Agent may, with the consent of the Borrower only, amend, modify or supplement this Agreement or any of the other Related Documents to cure any ambiguity, omission, mistake, defect or inconsistency.

Section 8.03. Expenses; Indemnity; Damage Waiver. (a) The Borrower shall pay all (i) reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, in connection with the syndication and distribution (including, without limitation, via the internet or through an Electronic System or Approved Electronic Platform) of the credit facilities provided for herein, the preparation and administration of the Related Documents and any amendments, modifications or waivers of the provisions of the Related Documents (whether or not the transactions contemplated hereby or thereby shall be consummated) and (ii) out-of-pocket expenses incurred by the Administrative Agent or any Lender, including the reasonable fees, charges and disbursements of any outside counsel for the Administrative Agent or any Lender, in connection with the enforcement, collection or protection of its rights in connection with the Related Documents, including its rights under this Section 8.03, or in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans. Expenses being reimbursed by the Borrower under this Section 8.03 include, without limiting the generality of the foregoing, fees, costs and expenses incurred in connection with its rights (A) in connection with this Agreement and the other Related Documents, including its rights under this Section 8.03, or (B) in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans, and (iv) all reasonable out-of-pocket expenses of the Administrative Agent's regular employees and agents engaged periodically to perform audits of the Borrower's or the other Members of the Obligated Group's books, records and business properties. All of the foregoing fees, costs and expenses may be charged to the Borrower as Loans or to another deposit account, all as described in Section 2.16(c) hereof.

(b) The Borrower shall indemnify the Administrative Agent, each Arranger and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "*Indemnitee*") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, incremental taxes, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Related Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or the use of the proceeds therefrom, (iii) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by the Borrower or a Subsidiary, or any Environmental Liability related in any way to the Borrower or a Subsidiary, (iv) the failure of the Borrower to deliver to the Administrative Agent the required receipts or other required documentary evidence with respect to a payment made by the Borrower for Taxes pursuant to Section 2.15 hereof, or (v) any actual or prospective claim, litigation, investigation, arbitration or proceeding relating to any of the

foregoing, whether or not such claim, litigation, investigation, arbitration or proceeding is brought by the Borrower or its equity holders, Affiliates, creditors or any other third Person and whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. WITHOUT LIMITATION OF THE FOREGOING, IT IS THE INTENTION OF THE BORROWER AND THE BORROWER AGREES THAT THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNITEE WITH RESPECT TO LOSSES, CLAIMS, DAMAGES, PENALTIES, LIABILITIES AND RELATED EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR PREPARATION THEREFOR), WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNITEE. This Section 8.03(b) shall not apply with respect to Taxes other than any Taxes that represent losses or damages arising from any non-Tax claim.

(c) Each Lender severally agrees to pay any amount required to be paid by the Borrower under paragraph (a) or (b) of this Section 8.03 to the Administrative Agent and each Related Party of any of the foregoing Persons (each, an “*Agent Indemnitee*”) (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Applicable Percentage in effect on the date on which indemnification is sought under this Section 8.03 (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Applicable Percentage immediately prior to such date), from and against any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent Indemnitee in any way relating to or arising out of the Commitments, this Agreement, any of the other Related Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent Indemnitee under or in connection with any of the foregoing; *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against such Agent Indemnitee in its capacity as such; *provided further* that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from such Agent Indemnitee’s gross negligence or willful misconduct. The agreements in this Section 8.03 shall survive the termination of this Agreement and the Payment in Full of the Obligations.

(d) To the extent permitted by applicable law, the Borrower shall not assert, and the Borrower hereby waives, any claim against any Indemnitee, (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof; *provided* that, nothing in this paragraph (d) shall relieve the Borrower

of any obligation it may have to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(e) All amounts due under this Section 8.03 shall be payable promptly after written demand therefor.

Section 8.04. 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 each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 8.04. 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 (c) of this Section 8.04) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b)(i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Institution) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower, *provided* that, the Borrower shall be deemed to have consented to an assignment of all or a portion of the Loans and Commitments unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof, and *provided further* that no consent of the Borrower shall be required for (i) an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, any other assignee; and

(B) the Administrative Agent.

(ii) Assignments and Assumptions shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless each of the Borrower and the Administrative Agent otherwise consent, *provided* that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent (x) an Assignment and Assumption or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, together with a processing and recordation fee of \$3,500; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, and its Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including federal and state securities laws.

For the purposes of this Section 8.04(b), the terms "Approved Fund" and "Ineligible Institution" have the following meanings:

"*Approved Fund*" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"*Ineligible Institution*" means a (a) natural person, (b) a Defaulting Lender or its Parent, (c) holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof; *provided* that, with respect to clause (c), such holding company, investment vehicle or trust shall not constitute an Ineligible Institution if it (x) has not been established for the primary purpose of acquiring any Loans or Commitments, (y) is managed by a professional advisor, who is not such natural person or a relative thereof, having significant experience in the business of making or purchasing commercial loans, and (z) has assets greater than \$25,000,000 and a significant part of its activities consist of making or purchasing commercial loans and similar extensions of credit in the ordinary course of its business or (d) the Borrower or a Subsidiary or other Affiliate of the Borrower.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section 8.04, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.13, 2.14, 2.15 and 8.03 hereof). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 8.04 shall be

treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 8.04.

(iv) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the “*Register*”). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of (x) a duly completed Assignment and Assumption executed by an assigning Lender and an assignee or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, the assignee’s completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section 8.04 and any written consent to such assignment required by paragraph (b) of this Section 8.04, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; *provided* that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.05(b), 2.16(d) or 8.03(c) hereof, the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) Any Lender may, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a “*Participant*”) in all or a portion of such Lender’s rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); *provided* that (i) such Lender’s obligations under this Agreement shall remain unchanged; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such 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 such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 8.02(b) hereof that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.13, 2.14 and 2.15 hereof (subject to the requirements and limitations therein, including the requirements under Sections 2.15(f) and (g) hereof (it being

understood that the documentation required under Section 2.15(f) hereof shall be delivered to the participating Lender and the information and documentation required under Section 2.15(g) hereof will be delivered to the Borrower and the Administrative Agent)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 8.04; *provided* that such Participant (A) agrees to be subject to the provisions of Sections 2.16 and 2.17 hereof as if it were an assignee under paragraph (b) of this Section 8.04; and (B) shall not be entitled to receive any greater payment under Section 2.13 or 2.15 hereof with respect to any participation than its participating Lender would have been entitled to receive.

Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.17(b) hereof with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 8.08 hereof as though it were a Lender, provided such Participant agrees to be subject to Section 2.16(d) hereof as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement or any other Related Document (the "*Participant Register*"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or its other obligations under this Agreement or any other Related Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any 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 such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, the United States Treasury or any state or local government, and this Section 8.04 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 a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 8.05. Survival. All covenants, agreements, representations and warranties made by the Borrower in the Related Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Related Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Related Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any 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 2.13, 2.14, 2.15 and 8.03 hereof and Article VII 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 Commitments or the termination of this Agreement or any other Related Document or any provision hereof or thereof.

Section 8.06. Counterparts; Integration; Effectiveness; Electronic Execution. (a) 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, the other Related Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 3.01 hereof, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent. This written Agreement represents the final Agreement between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the parties hereto. Without limiting the generality of the foregoing, each party hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among any of the Administrative Agent, the Lenders and/or the Borrower, electronic images of this Agreement or any other Related Documents (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or enforceability of the Related Documents based solely on the lack of paper original copies of any Related Documents, including with respect to any signature pages thereto

Section 8.07. Severability. Any provision of any Related Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 8.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of their Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held, and other obligations at any time owing, by such Lender or any such Affiliate, to or for the credit or the account of the Borrower against any and all of the Obligations owing to such Lender or its Affiliates, irrespective of whether or not such Lender or Affiliate shall have made any demand under this Agreement or any other Related Document and although such obligations of the Borrower may be contingent or unmatured or are owed to a branch office or Affiliate of such Lender different from the branch office or Affiliate holding such deposit or obligated on such indebtedness; *provided* that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.18 hereof and Section 8.08(b) below and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The applicable Lender or such Affiliate shall notify the Borrower and the Administrative Agent of such setoff or application; *provided* that the failure to give such notice shall not affect the validity of such setoff or application under this Section 8.08. The rights of each Lender and their respective Affiliates under this Section 8.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender or its respective Affiliates may have.

(b) Notwithstanding anything in the Agreement to the contrary, each Lender and each of its Affiliates is only authorized to exercise the set-off rights set forth herein for the benefit of the Master Trustee for the benefit of the holders of MTI Obligations under the Master Trust Indenture and, following such set-off, each such Lender and its Affiliates is authorized and, to the extent permitted by law, required to deliver the proceeds realized from the exercise of such set-off right to the Master Trustee. Amounts realized by any Lender or any of its Affiliates upon exercise of the set-off rights set forth herein shall be held and applied on a parity basis for the benefit of the holders of the MTI Obligations.

(c) Chapter 1, Section 30.2.5 of the Medicare Claims Processing Manual (“*CMS Instruction*”) provides, in part, that a bank or similar financial institution may have a lending relationship with a provider/supplier and may also be the depository for Medicare receivables of the provider/supplier (“*Medicare Payments*”) so long as the bank states in writing, in the loan agreement, that it waives its right of offset. In order to enable the Borrower to comply with the requirements of the CMS Instruction, each Lender and each of its Affiliates hereby agrees to waive all existing and hereafter created statutory, common law and contractual offset rights relating to the Obligations against any and all Medicare Payments payable to the Borrower deposited with

any Lender or any of its Affiliates in one or more accounts designated by the Borrower for the deposit of Medicare Payments (the “*Offset Rights*”). Notwithstanding the foregoing, this waiver of Offset Rights will remain in full force and effect only for so long as and only to the extent that the CMS Instruction or any similar instruction, regulation or law requires that a depository bank with which the Borrower also has a financing relationship waive its Offset Rights. If at any future date the CMS Instruction is rescinded, replaced, amended or modified or any subsequent law or regulation is enacted or adopted so as to permit a depository bank to retain any aspect of its Offset Rights, this waiver of Offset Rights shall terminate and be null and void as to such aspect, automatically, without further action by any Lender, any of its Affiliates or the Borrower. This waiver of Offset Rights is not intended to impact or impair the grant of any consensual security interests or liens granted by the Borrower on any Medicare receivables, receipts or revenues, any general revenue pledge, any deposit accounts, and/or any proceeds of any of the foregoing, as security and collateral for any obligations, indebtedness or liabilities under or in connection with any of the Related Documents, nor shall this waiver of Offset Rights prevent, limit, preclude or prohibit the Master Trustee, any Lender or any Lender Affiliate from exercising and/or enforcing any such consensual security interests or liens in accordance with applicable laws. In addition, the foregoing waiver of Offset Rights shall not prevent, limit, preclude or prohibit any Lender or any Lender Affiliate from assessing, imposing, collecting or debiting any depository account for customary bank charges and fees associated with the opening, maintenance and administration of any depository account. Each Lender and each Lender Affiliate acknowledges and agrees that this waiver of Offset Rights applies to depository accounts to which Medicare payments only are deposited (each, a “*Medicare Depository Account*”) and to no other deposit account now or hereafter established or maintained with such Lender or any Affiliate, including any operating account or other deposit account into which funds from any Medicare Depository Account may be transferred by or at the direction of the Borrower.

Section 8.09. Governing Law; Jurisdiction; Consent to Service of Process. (a) The Related Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the internal laws of the State of Illinois, but giving effect to federal laws applicable to national banks, without regard to the principles of conflicts of laws.

(b) Each of the Lenders and the Administrative Agent hereby irrevocably and unconditionally agrees that, notwithstanding the governing law provisions of any applicable Related Document, any claims brought against the Administrative Agent by any other Lender relating to this Agreement, any other Related Document, the collateral or the consummation or administration of the transactions contemplated hereby or thereby shall be construed in accordance with and governed by the law of the State of Illinois, without regard to the principles of conflicts of laws.

(c) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any U.S. federal or Illinois state court, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Related Documents, the transactions relating hereto or thereto, 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 (and any such claims, cross-claims or

third party claims brought against the Administrative Agent or any of its Related Parties may only be heard and determined in such state 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 or any other Related Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Related Document against the Borrower or its properties in the courts of any jurisdiction.

(d) 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 or any other Related Document in any court referred to in paragraph (b) of this Section 8.09. 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.

(e) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 8.01 hereof. Nothing in this Agreement or any other Related Document 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, ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY 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 PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.10.

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. Each of the Administrative Agent and the Lenders 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 Governmental Authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by any Requirement of Law 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 under any other Related Document or any suit, action or proceeding

relating to this Agreement or any other Related Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 8.12, to (x) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (y) 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 (h) on a confidential basis to (1) any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided for herein or (2) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of identification numbers with respect to the credit facilities provided for herein, or (j) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 8.12 or (y) becomes available to the Administrative Agent or any Lender on a non-confidential basis from a source other than the Borrower. For the purposes of this Section 8.12, “*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 Administrative Agent or any Lender on a non-confidential basis prior to disclosure by the Borrower and other than information pertaining to this Agreement provided by arrangers to data service providers, including league table providers, that serve the lending industry; *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 8.12 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.

Section 8.13. Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U of the Federal Reserve Board) for the repayment of the Borrowings provided for herein. Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to the Borrower in violation of any Requirement of Law.

Section 8.14. USA Patriot Act. Each Lender that is subject to the requirements of the USA Patriot Act hereby notifies the Borrower that pursuant to the requirements of the USA Patriot 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 such Lender to identify the Borrower in accordance with the USA Patriot Act.

Section 8.15. Disclosure. The Borrower and each Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with, the Borrower and its Affiliates.

Section 8.16. Reserved.

Section 8.17. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 8.17 shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the NYFRB Rate to the date of repayment, shall have been received by such Lender.

Section 8.18. No Fiduciary Duty, etc. (a) The Borrower acknowledges and agrees, and acknowledges its Subsidiaries’ understanding, that no Credit Party will have any obligations except those obligations expressly set forth herein and in the other Related Documents and each Credit Party is acting solely in the capacity of an arm’s length contractual counterparty to the Borrower with respect to the Related Documents and the transactions contemplated herein and therein and not as a financial advisor or a fiduciary to, or an agent of, the Borrower or any other person. The Borrower agrees that it will not assert any claim against any Credit Party based on an alleged breach of fiduciary duty by such Credit Party in connection with this Agreement and the transactions contemplated hereby. Additionally, the Borrower acknowledges and agrees that no Credit Party is advising the Borrower as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. The Borrower shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated herein or in the other Related Documents, and the Credit Parties shall have no responsibility or liability to the Borrower with respect thereto.

In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the Borrower and the Parent Corporation acknowledge and agree, and acknowledge their respective Affiliates’ understanding, that the transactions described in this Agreement and contemplated hereby is an arm’s length commercial transaction between the Borrower, the Parent Corporation and each other Member of the Obligated Group and the Administrative Agent and the Lenders in which (i) the Administrative Agent and each Lender is acting solely as a principal and not as an advisor including, without limitation, a “Municipal Advisor” as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the “Municipal Advisor Rules”), agent or a fiduciary of the Borrower or the Parent Corporation, (ii) the Administrative Agent and each Lender is relying on the bank exemption in the Municipal Advisor Rules, (iii) neither Administrative Agent nor any Lender has provided any advice or assumed any advisory or fiduciary responsibility in favor of the Borrower, the Parent Corporation or any other Member of the Obligated Group with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Administrative Agent or any Lender, or any affiliate of thereof, has provided other services or advised, or is currently providing other services or advising the Borrower, the Parent Corporation or any other Member of the Obligated Group on other matters), (iv) the Administrative Agent and

the Lenders have financial and other interests that differ from those of the Borrower, the Parent Corporation and each other Member of the Obligated Group, (v) the Borrower, the Parent Corporation and each other Member of the Obligated Group has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate and (vi) each of the Borrower, the Parent Corporation and each other Member of the Obligated Group is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents.

(b) The Borrower further acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Credit Party, together with its Affiliates, is a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, any Credit Party may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, the Borrower and other companies with which the Borrower may have commercial or other relationships. With respect to any securities and/or financial instruments so held by any Credit Party or any of its customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

(c) In addition, the Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Credit Party and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which the Borrower may have conflicting interests regarding the transactions described herein and otherwise. No Credit Party will use confidential information obtained from the Borrower by virtue of the transactions contemplated by the Related Documents or its other relationships with the Borrower in connection with the performance by such Credit Party of services for other companies, and no Credit Party will furnish any such information to other companies. The Borrower also acknowledges that no Credit Party has any obligation to use in connection with the transactions contemplated by the Related Documents, or to furnish to the Borrower, confidential information obtained from other companies.

Section 8.19. Marketing Consent. The Borrower hereby authorizes Chase and its affiliates (collectively, the "*Chase Parties*"), at their respective sole expense, but without any prior approval by the Borrower, to publish such tombstones and give such other publicity to this Agreement as each may from time to time determine in its sole discretion. The foregoing authorization shall remain in effect unless the Borrower notifies Chase in writing that such authorization is revoked.

Section 8.20. Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Related Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Related Document may be subject to

the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Related Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

Section 8.21. EMMA Postings. In the event the Borrower or any Member files with EMMA, this Agreement, any Related Documents or any description of the material terms thereof or notice of any agreement to covenants, events of default, remedies, priority rights or other similar terms, either voluntarily or as required pursuant a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”) (each such posting, an “EMMA Posting”), the Borrower or such Member shall (i) provide the Administrative Agent, on behalf of each Lender, with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) shall not file or permit the filing of any EMMA Posting that includes Confidential Information. The Borrower and each Member acknowledges and agrees that although the Administrative Agent or any Lender may request review, edits or redactions of such materials prior to filing, neither the Administrative Agent nor such Lender is not responsible for the Borrower’s, any Member’s or any other entity’s (including, but not limited to, any broker-dealer’s) compliance or noncompliance or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those relating to the Rule.

Section 8.22. U.S. QFC Stay Rules.

(a) *Recognition of U.S. Resolution Regimes.* In the event that any party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement (and any interest and obligation in or under this Agreement and any property securing this Agreement) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution

Regime if this Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to this Agreement are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings.* Notwithstanding anything to the contrary in this Agreement or any related agreement, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

“*BHC Act Affiliate*” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“*Covered Entity*” means any of the following:

(a) a “*covered entity*” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b).

(b) a “*covered bank*” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a “*covered FSI*” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“*Default Right*” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“*Insolvency Proceeding*” means a receivership, insolvency, liquidation, resolution, or similar proceeding.

“*U.S. Special Resolution Regime*” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

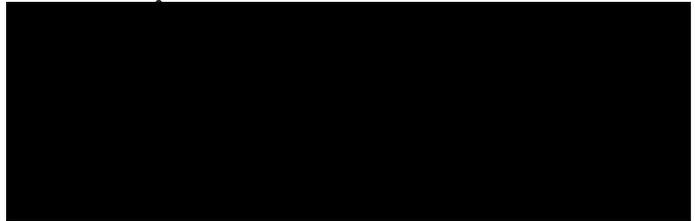
[SIGNATURE PAGE TO FOLLOW]

This Credit Agreement is entered into between us for the uses and purposes hereinabove set forth as of the date first above written.

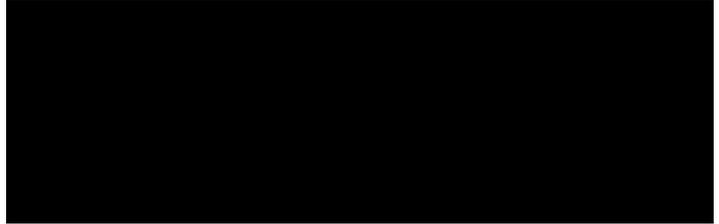
ADVOCATE HEALTH AND HOSPITALS
CORPORATION



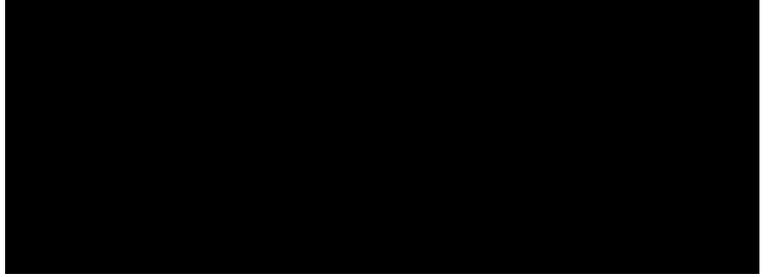
ADVOCATE AURORA HEALTH, INC.



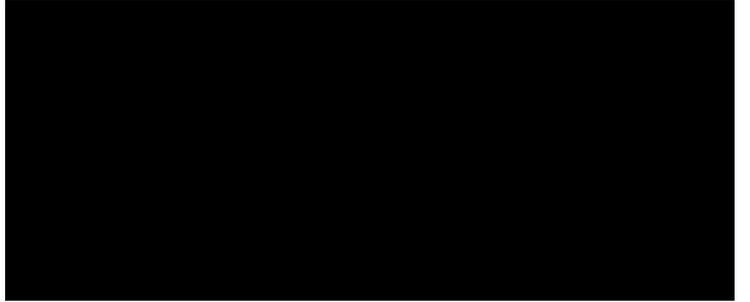
JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, individually and as
Administrative Agent



CITIBANK, N.A.

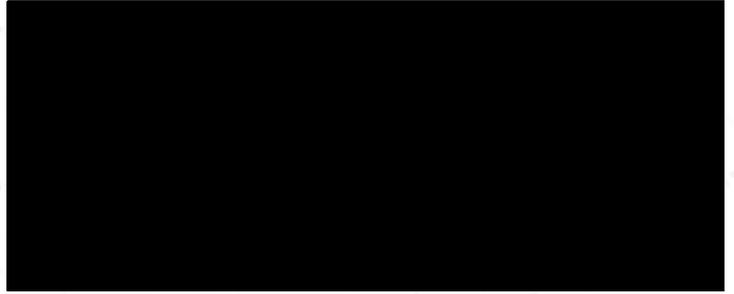


THE NORTHERN TRUST COMPANY



[Signature Page to Credit Agreement]

TD BANK, N.A.



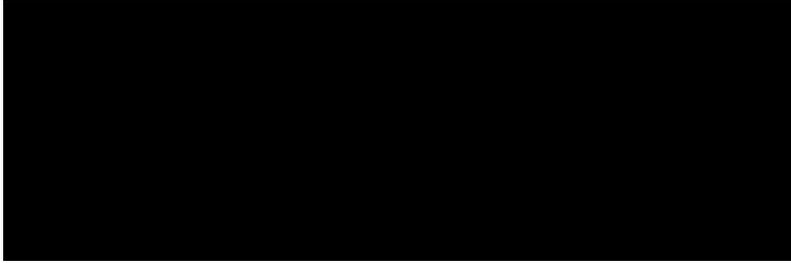
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BMO HARRIS BANK N.A.





WINTRUST BANK, N.A.

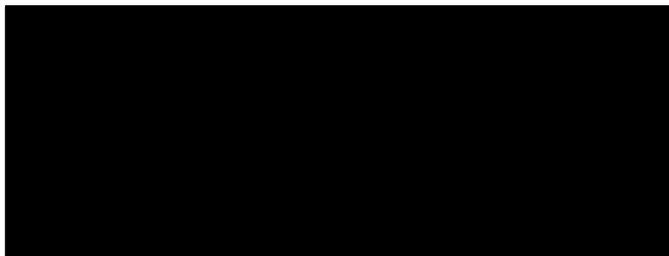


COMMERCE BANK



[Signature Page to Credit Agreement]

ROYAL BANK OF CANADA

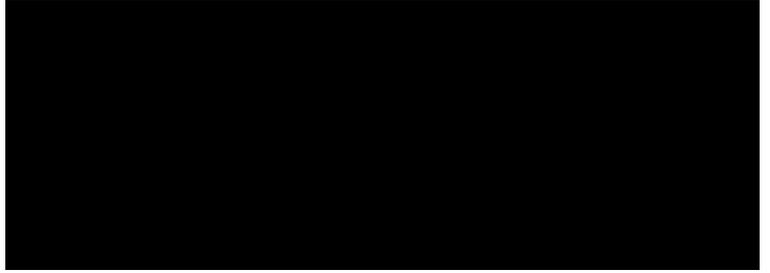


[Signature Page to Credit Agreement]

U.S. BANK NATIONAL ASSOCIATION



FIFTH THIRD BANK, NATIONAL ASSOCIATION



COMMITMENT SCHEDULE

LENDER	COMMITMENT	APPLICABLE PERCENTAGE
JPMorgan Chase Bank, National Association	\$300,000,000	26.09%
Citibank, N.A.	\$100,000,000	8.70%
The Northern Trust Company	\$75,000,000	6.52%
TD Bank, N.A.	\$200,000,000	17.39%
BMO Harris Bank N.A.	\$100,000,000	8.70%
Wintrust Bank, N.A.	\$25,000,000	2.17%
Commerce Bank	\$100,000,000	8.70%
Royal Bank of Canada	\$75,000,000	6.52%
U.S. Bank National Association	\$100,000,000	8.70%
Fifth Third Bank, National Association	\$75,000,000	6.52%
Total	\$1,150,000,000	100.00%

EXHIBIT A

COMPLIANCE CERTIFICATE

This Compliance Certificate is furnished to JPMorgan Chase Bank, National Association (the “*Administrative Agent*”) pursuant to that certain Credit Agreement dated as of April 24, 2020 (the “*Credit Agreement*”), among Advocate Health and Hospitals Corporation (the “*Borrower*”), Advocate Aurora Health, Inc. (the “*Parent Corporation*”), the Lenders party thereto and the Administrative Agent. Unless otherwise defined herein, the terms used in this Compliance Certificate have the meanings ascribed thereto in the Credit Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the duly elected _____ of the Obligated Group Agent;
2. I have reviewed the terms of the Credit Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Obligated 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 which 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 Certificate, except as set forth below;
4. To the best of my knowledge the financial statements required by Section 5.4 of the Credit Agreement, and being furnished to you concurrently with this certificate, fairly represent in all material respects the System’s condition in accordance with GAAP as of the dates and for the periods covered thereby[, subject to audit and normal year-end adjustment]; and [bracketed language for interim financial statements only]
5. The Attachment hereto sets forth, as applicable, financial data and computations evidencing the System’s compliance with the covenant set forth in Section 5.13 of the Credit Agreement all of which data and computations are, to the best of my knowledge, true, complete and correct in all material respects and have been made in accordance with the relevant Section and definitions of the Credit Agreement. [Fiscal year end certificate only]

Described below are the exceptions, if any, to paragraph 3 listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the Obligated Group 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, as applicable, and the financial statements delivered with this Certificate in support hereof, are made as of _____, 20__.

ADVOCATE AURORA HEALTH, INC., AS
OBLIGATED GROUP AGENT

By: _____
Name: _____
Title: Chief Financial Officer

ATTACHMENT TO COMPLIANCE CERTIFICATE

COMPLIANCE CALCULATIONS FOR CREDIT AGREEMENT

Dated April 24, 2020

Calculations as of _____, 20__

HISTORICAL DEBT SERVICE COVERAGE RATIO (SECTION 8.13)

- | | | |
|----|---|----------|
| 1. | Income Available for Debt Service of the System | \$ _____ |
| 2. | Debt Service Requirements of the System | _____ |
| 3. | Ratio of Line B1 to Line B2 | _____ |
| 4. | Line B3 must not be less than | 1.1 |
| 5. | The System is in compliance (circle one) | Yes/No |

* to be tested as of the last day of each Fiscal Year

EXHIBIT B

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this “*Assignment and Assumption*”) is dated as of the Effective Date set forth below and is entered into by and between **[Insert name of Assignor]** (the “*Assignor*”) and **[Insert name of Assignee]** (the “*Assignee*”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any guarantees included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and other rights of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “*Assigned Interest*”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: _____
2. Assignee: _____
[and is an Affiliate/Approved Fund of [identify Lender]¹]
3. Borrower: _____
4. Administrative Agent: JPMorgan Chase Bank, National Association, as the administrative agent under the Credit Agreement
5. Credit Agreement: The Credit Agreement dated as of April 24, 2020, among Advocate Health and Hospitals Corporation, Advocate Aurora

¹ Select as applicable.

Health, Inc., the Lenders party thereto and JPMorgan Chase Bank, National Association, as Administrative Agent.

6. Assigned Interest:

FACILITY ASSIGNED	AGGREGATE AMOUNT OF COMMITMENT/LOANS FOR ALL LENDERS	AMOUNT OF COMMITMENT/LOANS ASSIGNED	PERCENTAGE ASSIGNED OF COMMITMENT/LOANS ²
	\$	\$	%
	\$	\$	%

Effective Date: _____, 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, and its Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee’s compliance procedures and applicable laws, including federal and state securities laws.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____

Name: _____

Title: _____

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____

Name: _____

Title: _____

² Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

[Consented to and]³ Accepted:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: _____
Name: _____
Title: _____

[Consented to:]⁴

[NAME OF RELEVANT PARTY]

By: _____
Name: _____
Title: _____

³ To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

⁴ To be added only if the consent of the Borrower and/or other parties is required by the terms of the Credit Agreement.

**ANNEX 1 TO
ASSIGNMENT AND ASSUMPTION**

[_____]⁵

**STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION**

SECTION 1. REPRESENTATIONS AND WARRANTIES.

Section 1.1. Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Related Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Related Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any Subsidiary or Affiliate or any other Person obligated in respect of any Related Document, (iv) any requirements under applicable law for the Assignee to become a lender under the Credit Agreement or any other Related Document or to charge interest at the rate set forth therein from time to time or (v) the performance or observance by the Borrower, any Subsidiary or Affiliate, or any other Person of any of their respective obligations under any Related Document.

Section 1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement and under applicable law that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.04 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent, the Assignor or any other Lender or any of their respective Related Parties, and (v) attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, any Arranger, the Assignor or any other Lender or any of their respective Related Parties, and based on such documents and

⁵ Describe Credit Agreement at option of Administrative Agent.

information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Related Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Related Documents are required to be performed by it as a Lender.

SECTION 2. PAYMENTS.

From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

SECTION 3. GENERAL PROVISIONS.

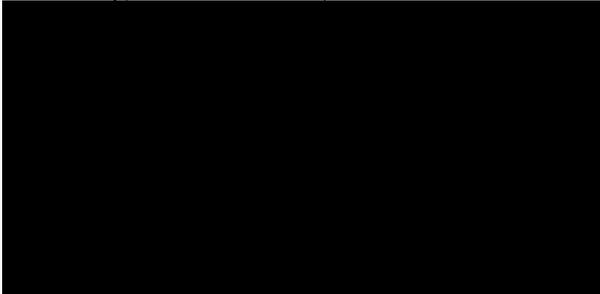
This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Acceptance and adoption of the terms of this Assignment and Assumption by the Assignee and the Assignor by Electronic Signature (as defined in the Credit Agreement) or delivery of an executed counterpart of a signature page of this Assignment and Assumption by any Approved Electronic Platform (as defined in the Credit Agreement) shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of Illinois, without regard to the provisions of conflicts of laws.

EXHIBIT C-1

[FORM OF] BORROWING REQUEST

ADVOCATE HEALTH AND HOSPITALS CORPORATION

JPMorgan Chase Bank, National Association



Date:

Ladies and Gentlemen:

This Borrowing Request is furnished pursuant to Section 2.03 of that certain Credit Agreement dated as of April 24, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”) among Advocate Health and Hospitals Corporation (the “*Borrower*”), Advocate Aurora Health, Inc. (the “*Parent Corporation*”), the lenders party thereto and JPMorgan Chase Bank, National Association (“*Chase*”), as Administrative Agent for the Lenders. Unless otherwise defined herein, capitalized terms used in this Borrowing Request have the meanings ascribed thereto in the Agreement. The Borrower represents that, as of this date, the conditions precedent set forth in Section 3.02 are satisfied.

The Borrower hereby notifies Chase of its request for the following Borrowing:

1. Aggregate Amount of the Borrowing⁶: \$ _____
2. Borrowing Date of the Borrowing (must be a Business Day): _____
3. The Borrowing shall be [**an ___ ABR Borrowing**][**a ___ Eurodollar Borrowing**]⁷
4. If a Eurodollar Borrowing, the duration of Interest Period⁸:
One Month _____

⁶ Must comply with Section 2.02(c) of the Agreement

⁷ If no election is made, then the requested Borrowing shall be an ABR Borrowing

⁸ Shall be subject to the definition of “Interest Period.” Cannot extend beyond the Maturity Date. If an Interest Period is not specified, then the Borrower shall be deemed to have selected an Interest Period of one month’s duration.

Three Months _____
Six Months _____

ADVOCATE HEALTH AND HOSPITALS
CORPORATION

By: _____

Name: _____

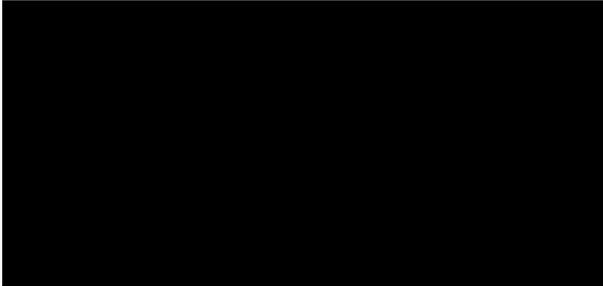
Title: _____

EXHIBIT C-2

[FORM OF] INTEREST ELECTION REQUEST

ADVOCATE HEALTH AND HOSPITALS CORPORATION

JPMorgan Chase Bank, National Association



Date:

Ladies and Gentlemen:

This Interest Election Request is furnished pursuant to Section 2.06(c) of that certain Credit Agreement dated as of April 24, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”) among Advocate Health and Hospitals Corporation (the “*Borrower*”), Advocate Aurora Health, Inc. (the “*Parent Corporation*”), the lenders party thereto and JPMorgan Chase Bank, National Association (“*Chase*”), as Administrative Agent for the Lenders. Unless otherwise defined herein, capitalized terms used in this Borrowing Request have the meanings ascribed thereto in the Agreement.

The Borrower is hereby requesting to convert or continue certain Borrowings as follows:

1. Borrowing to which this Interest Election Request applies:

2. Date of conversion/continuation (must be a Business Day):
_____, 20____
2. Amount of Borrowings being converted/continued:
\$ _____
3. Nature of conversion/continuation:
 a. Conversion of ABR Borrowings to Eurodollar Borrowings
 b. Conversion of Eurodollar Borrowings to ABR Borrowings
 c. Continuation of Eurodollar Borrowings as such

4. If Borrowings are being continued as or converted to Eurodollar Borrowings, the duration of the new Interest Period that commences on the conversion/continuation date⁹:
One Month _____ Three Months _____ Six Months _____
5. The undersigned officer of Borrower certifies that, both before and after giving effect to the request above, no Default or Event of Default has occurred and is continuing under the Agreement.

ADVOCATE HEALTH AND HOSPITALS
CORPORATION

By: _____

Name: _____

Title: _____

⁹ Shall be subject to the definition of "Interest Period." Cannot extend beyond the Maturity Date. If an Interest Period is not specified, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

EXHIBIT D-1

[FORM OF]

**U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)**

Reference is hereby made to the Credit Agreement dated as of April 24, 2020 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Advocate Health and Hospitals Corporation (the “*Borrower*”), Advocate Aurora Health, Inc. (the “*Parent Corporation*”), the lenders party thereto and JPMorgan Chase Bank, National Association (“*Chase*”), as Administrative Agent for the Lenders.

Pursuant to the provisions of Section 2.15 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower or the Parent Corporation within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower or the Parent Corporation as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent, the Parent Corporation and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate prior to the first payment to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____

Name: _____

Title: _____

Date: _____, 20[]

EXHIBIT D-2

[FORM OF]

**U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)**

Reference is hereby made to the Credit Agreement dated as of April 24, 2020 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), Advocate Health and Hospitals Corporation (the “*Borrower*”), Advocate Aurora Health, Inc. (the “*Parent Corporation*”), the lenders party thereto and JPMorgan Chase Bank, National Association (“*Chase*”), as Administrative Agent for the Lenders.

Pursuant to the provisions of Section 2.15 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower or the Parent Corporation within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower or the Parent Corporation as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate prior to the first payment to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name: _____

Title: _____

Date: _____, 20[]

EXHIBIT D-3

[FORM OF]

**U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)**

Reference is hereby made to the Credit Agreement dated as of April 24, 2020 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Advocate Health and Hospitals Corporation (the “*Borrower*”), Advocate Aurora Health, Inc. (the “*Parent Corporation*”), the lenders party thereto and JPMorgan Chase Bank, National Association (“*Chase*”), as Administrative Agent for the Lenders.

Pursuant to the provisions of Section 2.15 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower or the Parent Corporation within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower or the Parent Corporation as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by a withholding statement together with an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate prior to the first payment to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name: _____

Title: _____

Date: _____, 20[]

EXHIBIT D-4

[FORM OF]

**U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)**

Reference is hereby made to the Credit Agreement dated as of April 24, 2020 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Advocate Health and Hospitals Corporation (the “*Borrower*”), Advocate Aurora Health, Inc. (the “*Parent Corporation*”), the lenders party thereto and JPMorgan Chase Bank, National Association (“*Chase*”), as Administrative Agent for the Lenders.

Pursuant to the provisions of Section 2.15 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any promissory note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Related Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower or the Parent Corporation within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower or the Parent Corporation as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by a withholding statement together with an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate prior to the first payment to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____

Name: _____

Title: _____

Date: _____, 20[]

SCHEDULE 4.27
MEMBERS OF THE OBLIGATED GROUP

Advocate Aurora Health, Inc.
Advocate Health and Hospitals Corporation
Advocate Health Care Network
Advocate Condell Medical Center
Advocate Sherman Hospital
Advocate North Side Health Network
Aurora Health Care, Inc.
Aurora Health Care Metro, Inc.
Aurora Medical Center of Washington County, Inc.
Aurora Health Care Central, Inc.
Aurora Health Care Southern Lakes, Inc.
Aurora Health Care North, Inc.
Aurora Medical Center of Oshkosh, Inc.
Aurora Medical Center Grafton LLC
Aurora Medical Group, Inc.