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STATE OF INDIANA
LAKE COUNTY
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MICHAEL B. BROWN
RECORDER

AMENDMENT NUMBER TWO
TO
MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

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between
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ST. CATHERINE HOSPITAL, INC.
as Grantor

and

STOP

U.S. BANK NATIONAL ASSOCIATION
(successor to Mercantile National Bank of Indiana)
as Master Trustee



Dated as of October 31, 2016

\$25.00

JB

✓ #4675

**AMENDMENT NUMBER TWO
TO
MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT**

THIS AMENDMENT NUMBER TWO TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT, dated as of October 31, 2016 (this “Amendment”), between ST. CATHERINE HOSPITAL, INC., an Indiana nonprofit corporation (the “Grantor”), and U.S. BANK NATIONAL ASSOCIATION (successor to Mercantile National Bank of Indiana), a national banking association organized and existing under the laws of the United States of America, as trustee under the Master Indenture hereinafter described (the “Master Trustee”);

WITNESSETH:

WHEREAS, the parties hereto have entered into a Mortgage, Security Agreement and Financing Statement dated as of September 15, 2001, and recorded October 26, 2001, as Instrument No. 2001 086541, in the Office of the Recorder of Lake County, Indiana, as amended by an Amendment Number One to Mortgage, Security Agreement and Financing Statement dated as of June 1, 2007, and recorded June 29, 2007, as Instrument No. 2007 053183, in the Office of the Recorder of Lake County, Indiana (such Mortgage, Security Agreement and Financing Statement, as so amended, the “Original Mortgage”); and

WHEREAS, Section 9.02 of the Master Trust Indenture by and among Community Foundation of Northwest Indiana, Inc., Munster Medical Research Foundation, Inc. (d/b/a Community Hospital), the Grantor, St. Mary Medical Center, Inc., and the Master Trustee, dated as of September 15, 2001, as supplemented and amended to date (the “Master Indenture”), provides that, with the consent of the holders of not less than a majority in aggregate principal amount of the Notes (as defined in the Master Indenture) then Outstanding (as defined in the Master Indenture), the Grantor, when authorized by a resolution of its Governing Body (as defined in the Master Indenture), and the Master Trustee may from time to time and at any time enter into an indenture supplemental to the Original Mortgage for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Original Mortgage or of modifying in any manner the rights of the holder of any Notes; and

WHEREAS, on the date on which the holders of not less than a majority in aggregate principal amount of the Notes then Outstanding have consented to the Grantor’s and the Trustee’s having entered into this Amendment (which date has not yet occurred) (such date, the “Effective Date”), the Original Mortgage shall be and be deemed to be modified and amended in accordance with this Amendment and the respective rights, limitation of rights, obligations, duties and immunities under the Original Mortgage of the Master Trustee, the Grantor and the holders of Notes and Guaranties (as defined in the Master Indenture) issued under the Master Indenture shall thereafter be determined, exercised and enforced under the Master Indenture subject in all respects to such modifications and amendments, and all the terms and conditions of this Amendment shall be and be deemed to be part of the terms and conditions of the Original Mortgage, in accordance with Section 9.03 of the Master Indenture; and

WHEREAS, the parties hereto, by this Amendment, desire to amend the Original Mortgage as provided in this Amendment;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and 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. Amendment. From and after the Effective Date, Section 4.1.D(2) of the Original Mortgage shall be, and hereby is, amended in its entirety to be as follows:

(2) a Grantor Certificate stating or setting forth in substance that immediately after the conveyance of the Mortgaged Property or rights therein to be released pursuant to this paragraph (2), either:

(A) the Debt Service Coverage Ratio for the most recent 12 consecutive calendar months for which audited financial statements are available preceding the proposed date of such release, assuming such release actually occurred at the beginning of such period, would not be less than 1.75; or

(B) the Debt Service Coverage Ratio for each of the two Fiscal Years beginning immediately following the proposed date of such release is expected to be (1) greater than 1.75 or (2) higher than it would have been had such transaction not been effected; provided, however, an Independent Consultant must confirm such certificate; or

Section 2. Binding Effect. All terms, covenants, conditions and agreements of the Original Mortgage, not expressly amended by this Amendment, shall be and remain in full force and effect.

Section 3. Severability. In the event any provision of this Amendment shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and the remaining provisions shall not in any way be affected or impaired thereby.

Section 4. Execution Counterparts. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5. Indiana Law. This Amendment is made within the State of Indiana, and the parties intend that any applicable Indiana law (other than the conflicts-of-laws principles thereof) govern this Amendment.

IN WITNESS WHEREOF, St. Catherine Hospital, Inc., has caused these presents to be signed in its name and behalf by its duly authorized representative or representatives, and, to evidence its acceptance of the terms set forth herein, U.S. Bank National Association (successor to Mercantile National Bank of Indiana) has caused these presents to be signed in its name and behalf by its duly authorized representative or representatives, all as of the day and year first written above.

ST. CATHERINE HOSPITAL, INC.

By: *JoAnn Birdzell*
Printed: JoAnn Birdzell
Title: Chief Executive Officer

Attest:

Craig W. Bolda
Printed: Craig W. Bolda
Title: Chief Financial Officer



U.S. BANK NATIONAL ASSOCIATION
(successor to Mercantile National Bank
of Indiana), as Master Trustee

By: *T. Scott Fesler*
Printed: T. Scott Fesler
Title: Vice President

Attest:

Pamela V. Cole
Printed: Pamela V. Cole
Title: Vice President



The undersigned, the Obligated Group Representative, hereby consents to the foregoing Amendment Number One to Mortgage, Security Agreement and Financing Statement, as of the day and year first written above.



Donald P. Fesko, President and Chief
Executive Officer
Community Foundation of Northwest Indiana, Inc.

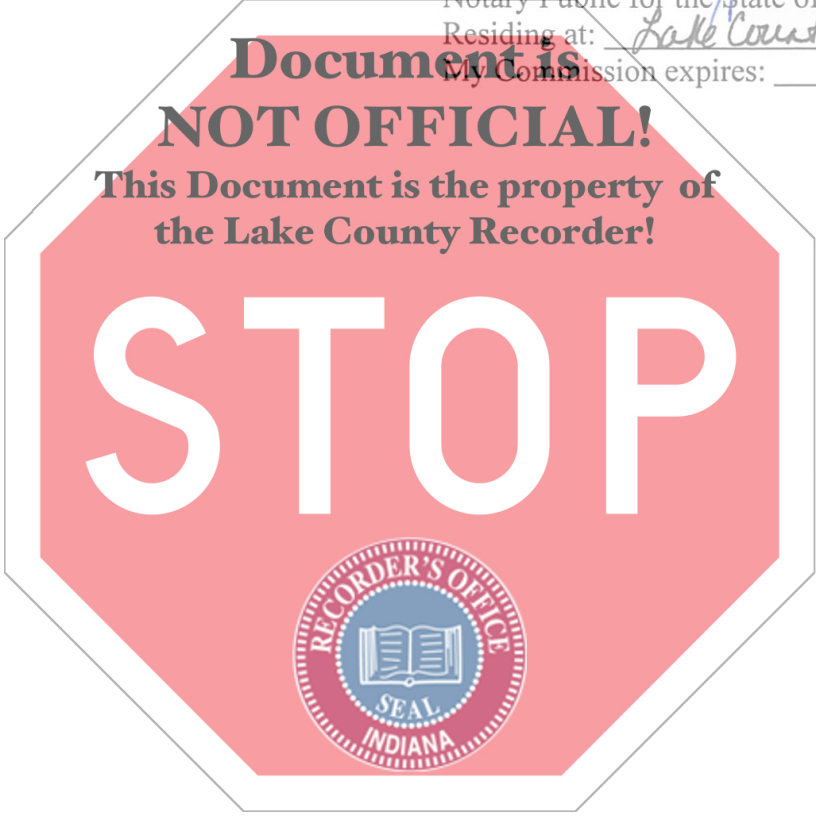


STATE OF INDIANA)
) ss.
COUNTY OF LAKE)

On this 31st day of October 2016, before me, the undersigned, a Notary Public for the State of Indiana, personally appeared JoAnn Birdzell and Craig W. Bolda, known to me to be the Chief Executive Officer and Chief Financial Officer, respectively, of St. Catherine Hospital, Inc., an Indiana nonprofit corporation, who acknowledged to me that such corporation did execute the foregoing instrument.

(Notarial Seal)

Jodi Szepanski
Notary Public for the State of Indiana
Residing at: Lake County
My Commission expires: 10/1/23



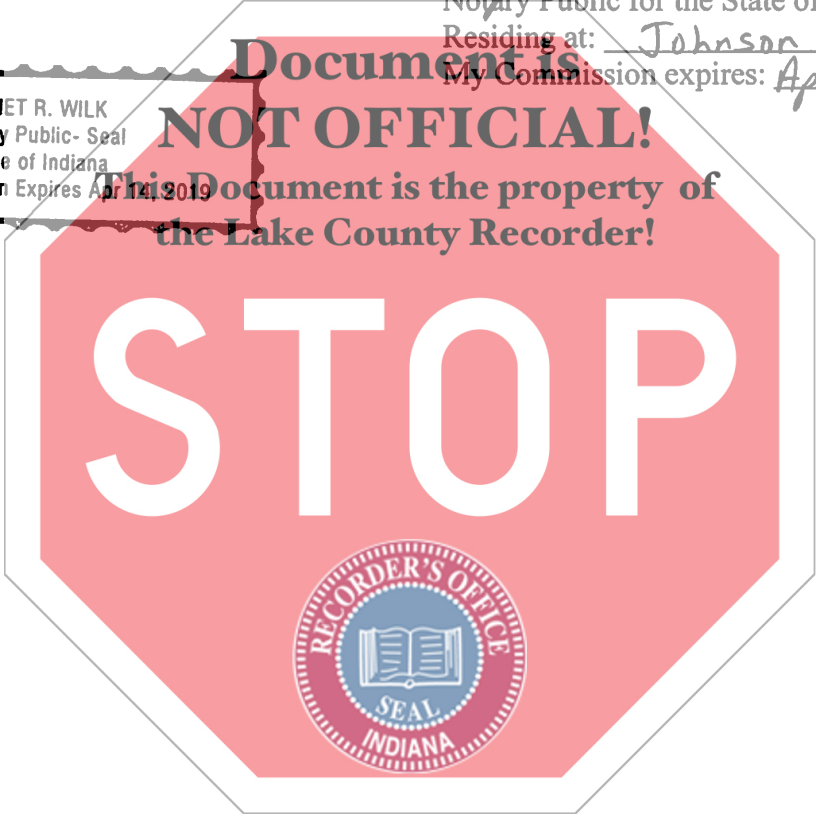
STATE OF INDIANA)
) ss.
COUNTY OF MARION)

On this 31st day of October, 2016, before me, the undersigned, a Notary Public for the State of Indiana, personally appeared T. Scott Fesler and Pamela V. Cole, known to me to be a Vice President and Vice President, respectively, of U.S. Bank National Association, the national banking association that executed the within instrument, who acknowledged to me that such bank executed the same.

(Notarial Seal)

Janet R. Wilk
Notary Public for the State of Indiana
Residing at: Johnson
My Commission Expires: April 14, 2019

JANET R. WILK
Notary Public- Seal
State of Indiana
My Commission Expires April 14, 2019

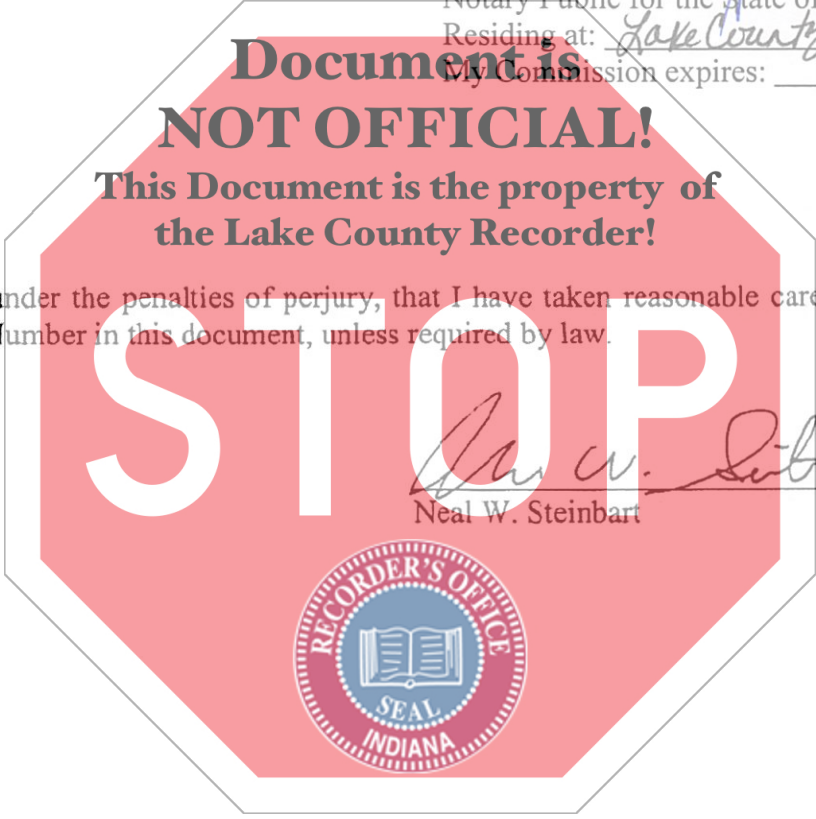


STATE OF INDIANA)
) ss.
COUNTY OF LAKE)

On this 31st day of October, 2016, before me, the undersigned, a Notary Public for the State of Indiana, personally appeared Donald P. Fesko, known to me to be the President and Chief Executive Officer of Community Foundation of Northwest Indiana, Inc., an Indiana nonprofit corporation, who acknowledged to me that he, as the Obligated Group Representative (as defined in the foregoing instrument), did consent to the foregoing instrument.

(Notarial Seal)

Jodi Jeczynski
Notary Public for the State of Indiana
Residing at: Lake County
My Commission expires: 10/1/23



I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Neal W. Steinbart
Neal W. Steinbart

This instrument prepared by Neal W. Steinbart, Esquire,
11 South Meridian Street, Indianapolis, Indiana 46204.