

**THIRD AMENDMENT TO
DEBTOR IN POSSESSION CREDIT AGREEMENT**

This Third Amendment to Debtor in Possession Credit Agreement, dated as of June 20, 2011 (this "Amendment"), is made by and between **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as agent under the Credit Agreement referred to below (in such capacity, "Agent"), the "Lenders" under and as defined in such Credit Agreement, and **SAINT VINCENTS CATHOLIC MEDICAL CENTERS OF NEW YORK**, a New York not-for-profit corporation, as debtor in possession, **ST. JEROME'S HEALTH SERVICES CORPORATION**, a New York not-for-profit corporation, as debtor in possession, **PAX CHRISTI HOSPICE, INC.**, a New York not-for-profit corporation, as debtor in possession, **SISTERS OF CHARITY HEALTH CARE SYSTEM NURSING HOME, INC.**, a New York not-for-profit corporation, as debtor in possession, **SVCMC PROFESSIONAL REGISTRY, INC.**, a New York corporation, as debtor in possession, **CHAIT HOUSING DEVELOPMENT CORPORATION**, a New York not-for-profit corporation, as debtor in possession, **FORT PLACE HOUSING CORPORATION**, a New York not-for-profit corporation, as debtor in possession, **555 6TH AVENUE APARTMENT OPERATING CORPORATION**, a New York corporation, as debtor in possession, and **BISHOP FRANCIS J. MUGAVERO CENTER FOR GERIATRIC CARE, INC.**, a New York not-for-profit corporation, as debtor in possession (collectively, "Borrowers" and each, individually, a "Borrower"), with reference to the following:

RECITALS

A. Agent, Lenders and Borrowers are parties to that certain Debtor in Possession Credit Agreement dated as of April 16, 2010, as amended by a First Amendment to Debtor in Possession Credit Agreement and Waiver dated as of December 29, 2010 and a Second Amendment to Debtor in Possession Credit Agreement dated as of January 28, 2011 (as amended, the "Credit Agreement"). Capitalized terms used in this Amendment but not defined shall have the meaning given to them in the Credit Agreement.

B. Borrowers have requested that Agent and Lenders agree to amend the terms of the Credit Agreement.

C. Agent and Lenders are willing to do so on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

**ARTICLE I
ACKNOWLEDGMENTS AND AGREEMENTS**

1.1. Affirmation of Recitals. Each Borrower acknowledges and confirms that each of the recitals set forth above is true and correct.

1.2. Outstanding Indebtedness. Each Borrower acknowledges and confirms that all amounts owed by Borrowers to Lenders under the Credit Agreement are duly and validly owing and such amounts are not subject to any defense, counterclaim, recoupment or offset of any kind.

1.3. Approved Budget. The Approved Budget for the period between July 1, 2011 and December 31, 2011 shall be the budget contained in the Excel spreadsheet delivered by Borrower to Agent and approved by Agent on June 14, 2011. Attached hereto are the first four pages of such budget. The following amount under the line item “record retention” was included in the Approved Budget as a “placeholder” in case Agent hereafter approves the payment of such item -- \$2,000,000 during the week ending 09/23/11. Borrowers agree that such payments shall not be made unless Agent subsequently consents in writing to the payment of such amounts.

1.4. Third Amendment Approval Order. Borrowers have filed a motion with the Bankruptcy Court seeking the Bankruptcy Court’s approval of this Amendment (the “Third Amendment Approval Order”). The Third Amendment Approval Order shall be satisfactory to Agent in Agent’s sole discretion. Borrowers will use reasonable efforts to cause the Third Amendment Approval Order to be entered on or before June 30, 2011.

1.5. Amendment Fee. In consideration of Agent and Lenders entering into this Amendment, Borrowers shall pay to Agent for the benefit of Lenders a fee (the “Third Amendment Fee”) in the amount of One Hundred Eighty One Thousand Two Hundred Fifty Dollars (\$181,250). The Third Amendment Fee shall be non-refundable and shall be fully earned on the Third Amendment Effective Date. Agent may disburse the Third Amendment Fee by making an advance under the Loan.

1.6. Consent of Pre-Petition Agent and Application of Deposit. The Pre-Petition Agent consents to use of its cash collateral (other than the Net Proceeds from the sale of the Main Hospital Facility) for payment of the Loans to the extent set forth in the Approved Budget (but not any amendment to the Approved Budget unless such amendment has been approved by the Pre-Petition Agent). The Net Proceeds from sale of the Main Hospital Facility shall be used to pay in full all amounts owed with respect to the Pre-Petition Credit Agreement. If the pending sale of the Main Hospital Facility does not close, and Borrowers receive the Main Hospital Sale Deposit, the Main Hospital Sale Deposit shall be remitted to the Pre-Petition Agent for application to amounts owed with respect to the Pre-Petition Credit Agreement.

ARTICLE II AMENDMENTS TO CREDIT AGREEMENT

Effective as of the Third Amendment Effective Date (as defined herein), the Credit Agreement is amended as follows:

2.1. Amendment to Section 1.1(c) (Disposition of Assets). Section 1.1(c) is amended in its entirety as follows:

(c) The initial amount of the Aggregate Commitments shall be Seventy Eight Million Dollars (\$78,000,000). As of July 1, 2011, the Aggregate Commitments

shall be reduced to Fifty Million Dollars (\$50,000,000). If the Main Hospital Sale shall occur, and the Termination Date does not concurrently occur, the Aggregate Commitments shall at such time be reduced to Twenty-Two Million Five Hundred Thousand Dollars (\$22,500,000).

2.2. Amendment to Section 1.6 (Last Day for Advances). Section 1.6 is amended in its entirety as follows:

1.6 Last Day for Advances. Notwithstanding anything to the contrary in this Agreement, the last day on which a Borrowing may be made is December 23, 2011.

2.3. Amendment to Section 1.8(b) (Maximum Permitted Loan Balance). Section 1.8(b) is amended in its entirety as follows:

(b) Loan Exceeding Maximum Permitted Loan Balance. If, during any calendar week, the aggregate outstanding principal balance of the Loans shall at any time exceed the Maximum Permitted Loan Balance, Borrowers shall immediately make a payment of principal equal to the amount of such excess.

2.4. Amendment to Section 1.8(c) (Disposition of Assets). Section 1.8(c) is amended in its entirety as follows:

(c) Receipt of Net Proceeds from Unbudgeted Source of Funds or a Real Estate Disposition. If required by Agent, and if consented to by the Pre-Petition Agent, Borrowers shall, immediately upon receipt of any Unbudgeted Funds or any funds from a Real Estate Disposition (other than the Net Proceeds from sale of the Main Hospital Facility), remit to Agent all such Net Proceeds to Agent (any such funds remitted being a “Special Prepayment”).

2.5. New Section 1.8(d) (Prepayment in Connection with Main Hospital Sale Closing); Renumbering of Remaining Sections. A new Section 1.8(d) is added to the Agreement as set forth below and the remaining sections of 1.8 are renumbered to reflect such addition:

(d) Prepayment in Connection with Main Hospital Sale Closing. Upon the Main Hospital Sale Closing, Borrowers shall pay to Agent the amount of all Net Proceeds from the Main Hospital Sale Closing, but in no event less than Forty Million Dollars (\$40,000,000). The amount paid by Borrowers to Agent pursuant to this Section 1.8(d) is the “Main Hospital Sale Prepayment.”

2.6. Amendment to Section 1.18 (Special Terms Related to Aptium Receivables). Section 1.18 is amended in its entirety as follows:

1.18 Reserved.

2.7. Amendment to Section 4.20 (Disposition of Assets). Section 4.20 is amended in its entirety as follows:

4.20 Disposition of Assets. SVCMC shall use reasonable commercial efforts to ensure that the pending sale of the Main Hospital Facility is closed on a timely basis in accordance with the Main Hospital Approval Order and the existing transaction purchase documents. St. Jerome's and SVCMC shall use reasonable commercial efforts to ensure that the pending sale of the nursing home operated by St. Jerome's is closed on a timely basis in accordance with the St. Jerome's Sale Order and the existing transaction purchase documents. St. Elizabeth Ann's and SVCMC shall use reasonable commercial efforts to sell the nursing home operated by St. Elizabeth Ann's. Once the St. Elizabeth Ann's Sale Order has been entered, St. Elizabeth Ann's and SVCMC shall use reasonable commercial efforts to ensure that the sale of the nursing home operated by St. Elizabeth Ann's is closed on a timely basis in accordance with the St. Elizabeth Ann's Sale Order and the transaction purchase documents approved in such order. SVCMC shall use reasonable commercial efforts to liquidate all of its other remaining assets.

2.8. Amendment to Section 5.2 (Material Contracts). Section 5.2 is amended in its entirety as follows:

5.2 Disposition of Assets. No Credit Party shall, and no Credit Party shall suffer or permit any of its Subsidiaries to, directly or indirectly, undertake any Disposition of (whether in one or a series of transactions) any Property or enter into any agreement to do any of the foregoing, except (a) sale of inventory in the ordinary course of business; (b) Disposition of equipment at the Main Hospital Facility that is no longer needed as a result of the Closure Plan, (c) Disposition of worn-out or surplus equipment having a book value not exceeding \$50,000 in the aggregate after the Petition Date; (d) conversion of Cash Equivalents into different Cash Equivalents; (e) licenses, sublicenses, leases or subleases granted to third Persons in the Ordinary Course of Business not interfering in any material respect with the business of any Borrower or any of its Subsidiaries; (f) any sale approved by an order of the Bankruptcy Court entered on or before June 7, 2011 so long as such sale is consummated in accordance with the sale documents in place as of June 7, 2011 or as modified with the consent of Agent, and (g) sale of the nursing home owned by St. Elizabeth Ann's substantially in accordance with the motion filed by Borrowers on or about June 9, 2011 or as modified with the consent of Agent.

2.9. Amendment to Section 5.15 (Material Contracts). Section 5.15 is amended in its entirety as follows:

5.15 Material Contracts. The Credit Parties (a) shall not change or amend any material term or provision of the contracts and agreements pursuant to which the Chief Restructuring Officer, the Investment Banker and the Financial Advisor have been retained, and (b) shall not change or amend any material term or provision of any material contracts.

2.10. Amendment to Section 7.1(c) (Specific Defaults). Section 7.1(c) is amended in its entirety as follows:

(c) Specific Defaults. Any Credit Party fails to perform or observe any term, covenant or agreement contained in any of Sections 4.1, 4.3(a) or 9.10(d), 4.9, 4.10, 4.11 or 4.15 or Article V or VI;

2.11. Addition of New Section 7.1(k) (Asset Dispositions). A new Section 7.1(k) is added to the Agreement as follows:

(k) Asset Dispositions. Any of the following events shall occur: (i) the Main Hospital Approval Order shall be modified without the consent of Agent or shall have been stayed or reversed, (ii) the Main Hospital Sale Closing shall not have occurred on or before September 30, 2011, (iii) the St. Jerome's Sale Order shall be modified without the consent of Agent (which shall not be unreasonably withheld) or shall have been stayed or reversed, or (iv) the St. Elizabeth Ann's Sale Order, once entered, shall be modified without the consent of Agent (which shall not be unreasonably withheld) or shall have been stayed or reversed.

2.12. Amendment to Section 12.1. The chart at the beginning of Section 12.1 is hereby amended to delete and add the definitions set forth below:

Definitions to be Deleted from the Chart

"Aptium Excess Amount"	1.18(c)
"Aptium Shortfall Amount"	1.18(c)
"Asset Sale Prepayment"	1.8(c)

Definitions to be Added to the Chart

"Main Hospital Sale Prepayment"	1.8(d)
"Special Prepayment"	1.8(c)
"St. Elizabeth Ann's"	Preamble

2.13. Amendment to Definitions. The following definitions set forth in Section 21.1 are hereby amended and restated to read as follows:

"Aggregate Commitment" means the combined Commitments of Lenders, which were \$78,000,000 between the Closing Date and June 30, 2011 and which became \$50,000,000 as of July 1, 2011, and which may be further reduced as set forth in this Agreement.

"Maximum Permitted Loan Balance" means, as of any date, the lesser of (a) the then applicable amount of the Aggregate Commitments, and (b) in any week, 105% of the Projected Budget Amount for such week; in each case minus any Reserves established by Agent.

"Net Proceeds" means proceeds in cash, checks or other cash equivalent financial instruments (including Cash Equivalents) as and when received by Borrowers or any of their Subsidiaries from any Disposition, net of: (a) payment of investment

banker fees to the extent such fees have been approved by the Court and consented to by Agent, (b) customary escrow pro-rations, (c) to the extent approved by the Bankruptcy Court, amounts required to be applied to repay any Indebtedness or other obligation secured by a Permitted Encumbrance on the asset which is the subject of such Disposition that is senior to the Lien of Agent (which shall, for the avoidance of doubt, include the Permitted Encumbrance of the Pre-Petition Agent); provided that in the case of a Disposition involving sale of the business or real property of a Nursing Home Borrower, the Net Proceeds received from such Disposition and any other property owned by such Nursing Home Borrower shall, at the option of Agent, be applied on account of the Obligations rather than on account of the Pre-Petition Obligations.

“Scheduled Maturity Date” means December 31, 2011.

“Termination Date” means the earliest to occur of: (a) the Scheduled Maturity Date; (b) if a Plan of Reorganization has been confirmed by the Bankruptcy Court, the earlier of (i) the effective date of such Plan of Reorganization or (ii) the thirtieth (30th) day after the date of entry of the confirmation order; (c) the occurrence of the Second Closing; (d) the date of indefeasible payment in cash in full by Borrowers of all Obligations in accordance with the terms hereof; or (e) the acceleration of the Obligations.

2.14. New Definitions. The following definitions are hereby added to Section 21.1:

“Main Hospital Approval Order” means the order of the Bankruptcy Court entered on or about April 11, 2011 approving SVCMC’s sale of the Main Hospital Facility.

“Main Hospital Sale Closing” means the closing of a sale of all or substantially all of the Main Hospital Facility.

“Main Hospital Sale Deposit” means the deposit held by SVCMC in connection with the purchase transaction approved by the Main Hospital Approval Order.

“Projected Budget Amount” means, in any week, (i) if neither a Special Prepayment nor the Main Hospital Sale Prepayment has been made, the amount shown in the Approved Budget as the “Total DIP Borrowings” for such week, (ii) if a Special Prepayment has been made, the amount shown in the Approved Budget as the “Total DIP Borrowings” for such week minus the aggregate amount of all Special Prepayments that have been made, and (iii) if the Main Hospital Sale Prepayment has been made, the amount shown in the Approved Budget as the “Total DIP Borrowings” for such week (it being understood that, pursuant to Section 6.1, the Approved Budget will have been revised to reflect sale of the Main Hospital).

“Real Estate Disposition” means a Main Hospital Sale Closing, a St. Elizabeth Ann’s Sale Closing, or a St. Jerome’s Sale Closing.

“Second Closing” means the second to occur of the following events: (a) the Main Hospital Sale Closing, and (b) either (i) the St. Jerome’s Sale Closing, or (ii) the St. Elizabeth Ann’s Sale Closing.

“St. Elizabeth Ann’s Sale Closing” means a closing of the sale of the nursing home owned by St. Elizabeth Ann’s.

“St. Elizabeth Ann’s Sale Order” means an order of the Bankruptcy Court approving St. Elizabeth Ann’s sale of the nursing home that it operates.

“St. Jerome’s Sale Closing” means a closing of the sale of the nursing home owned by St. Jerome’s (which nursing home is generally known as Holy Family Home)

“St. Jerome’s Sale Order” means the order of the Bankruptcy Court entered on or about October 12, 2010 approving St. Jerome’s sale of the nursing home that it operates.

“Unbudgeted Funds” means (a) all funds received by Borrowers from an Unbudgeted Source of Funds if the amount received from the relevant transaction was equal to or greater than One Million Dollars (\$1,000,000), and (b) funds received by Borrowers from any Unbudgeted Source of Funds (other than those transactions referred to in clause (a) of this definition) in excess of One Million Dollars (\$1,000,000) in the aggregate.

“Unbudgeted Source of Funds” means receipt by Borrowers of funds from a source not contemplated by the Approved Budget (e.g., funds from the bank accounts of a Nursing Home Borrower, receipt of funds currently held in escrow as a result of sale of the behavioral health business of SVCMC, receipt of the Main Hospital Sale Deposit) that are not required to be paid to the holder of a Senior Permitted Lien.

2.15. Deleted Definitions. The following definitions are hereby deleted from Section 21.1:

- “Aptium”
- “Aptium Control Account”
- “Aptium Daily Estimation Distribution”
- “Aptium Estimation Amount”
- “Aptium Estimation Report”
- “Aptium Intercreditor Agreement”
- “Aptium Receivables”
- “Aptium Services Agreement”

2.16. Amendment of Schedule 1.1. Schedule 1.1 is hereby amended to delete the current version and to replace it with the version attached to this Amendment.

2.17. Amendment to Section 1 of Schedule 6.2. Section 1 of Schedule 6.2 is hereby amended to add the following at the end thereof:

- 1.7. Borrower Representative shall deliver bi-weekly reports to Agent summarizing the status of Borrowers’ progress toward formulating and obtaining confirmation of a chapter 11 plan.

2.18. Amendment to Section 4 of Schedule 6.2. Section 4 of Schedule 6.2 is hereby amended to read as follows:

4. Financial Performance.

- 4.1. At the close of any week, the outstanding principal amount of the Loan shall not exceed 105% of the amount projected to be outstanding for such week in the Approved Budget.
- 4.2. As of the close of each week commencing with the week ending 07/01/11, the aggregate cash receipts of SVCMC for the period commencing with the week ending 05/27/11 and ending on the last day of such week shall not be less than 95% of the cumulative amount forecast to be received for such period of time in the Approved Budget.
- 4.3. SVCMC shall not incur postpetition trade credit in excess of \$1,000,000 outstanding at any one time.
- 4.4. As of Friday of any particular week, SVCMC shall not have cash on hand in excess of \$5,000,000 in the aggregate. The foregoing shall be exclusive of cash from the proceeds of asset dispositions or settlement that is being held in escrow while the rights of lienholders are being determined (e.g., proceeds of sale of the behavioral health division, the settlement proceeds from the dispute with Richmond University Medical Center, amounts received with respect to the Bayley Seton settlement related to East Nineteenth Street, LLC).

**ARTICLE III
CONDITIONS TO EFFECTIVENESS**

3.1. Conditions Precedent. This Amendment shall become effective as of the date (the “Third Amendment Effective Date”) upon satisfaction of each of the following conditions (unless waived by Agent in its sole discretion);

- (a) Agent shall have received duly executed counterparts of this Amendment from Borrowers and Lenders;
- (b) Agent shall have received duly executed counterparts of this Amendment from counsel to the Committee in the form attached hereto;
- (c) Agent shall have received payment of the Third Amendment Fee;
- (d) The Third Amendment Approval Order shall have been entered by the Bankruptcy Court and the Third Amendment Approval Order shall be satisfactory to Agent in all respects, in the sole discretion of Agent; and
- (e) Prepetition Agent shall have received an agreement from counsel to the Committee to the effect that the Challenge Deadline (as defined in the Final Order) will

immediately and automatically expire upon repayment of the Prepetition Obligations and that no Challenge (as defined in the Final Order) may be brought with respect to any Prepetition Lien and Claim Matters (as defined in the Final Order); provided that, at the time of repayment of the Prepetition Obligations, Borrowers have not used proceeds of sale of the nursing home operated by St. Jerome's or the Nursing Home operated by SEA to repay the Prepetition Obligations.

ARTICLE IV MISCELLANEOUS

4.1. Representations and Warranties. To induce Agent and Lenders to enter into this Amendment, each Borrower represents and warrants to Agent and Lenders that (a) each Borrower has the legal power and authority to execute and deliver this Amendment; (b) the officers of each Borrower executing this Amendment have been duly authorized to execute and deliver the same and bind each Borrower with respect to the provisions hereof; (c) the execution and delivery hereof by each Borrower and the performance and observance by each Borrower of the provisions hereof do not violate or conflict with any organizational document of any Person party hereto or any law applicable to any Borrower or result in a breach of any provision of or constitute a default under any other agreement, instrument or document binding upon or enforceable against any Borrower; (d) no Default or Event of Default exists under the Credit Agreement, nor will any occur immediately after the execution and delivery of this Amendment or by the performance or observance of any provision hereof; provided that the foregoing representation and warranty does not apply to "Group 4" of Section 2.1 of Schedule 6.2; (e) no Borrower is aware of any claim or offset against, or defense or counterclaim to, any of their obligations or liabilities under the Credit Agreement or any other Loan Document; and (f) this Amendment and each document executed by any Borrower in connection herewith constitute valid and binding obligations of the applicable Person in every respect, enforceable in accordance with their terms.

4.2. Loan Documents Unaffected. Except as otherwise specifically provided herein, all provisions of the Credit Agreement and the other Loan Documents shall remain in full force and effect and be unaffected hereby. The parties hereto acknowledge and agree that this Amendment constitutes a "Loan Document" under the terms of the Credit Agreement.

4.3. No Other Promises or Inducements. There are no promises or inducements that have been made to any party hereto to cause such party to enter into this Amendment other than those that are set forth in this Amendment. This Amendment has been entered into by each Borrower freely, voluntarily, with full knowledge, and without duress, and, in executing this Amendment, no Borrower is relying on any other representations, either written or oral, express or implied, made to any Borrower by Agent or any Lender. Each Borrower agrees that the consideration received by each Borrower under this Amendment has been actual and adequate.

4.4. No Course of Dealing. Each Borrower acknowledges and agrees that, (a) this Amendment is not intended to, nor shall it, establish any course of dealing between the Borrowers, Agent and Lenders that is inconsistent with the express terms of the Credit Agreement or any other Loan Document, and (b) notwithstanding any course of dealing between the Borrowers, Agent and Lenders prior to the date hereof, except as set forth herein, Lenders shall not be obligated to make any Loan, except in accordance with the terms and conditions of

this Amendment and the Credit Agreement. Nothing herein modifies the agreements among Agent and Lenders with respect to the exercise of their respective rights and remedies under the terms of the Credit Agreement.

4.5. No Waiver. Each Borrower acknowledges and agrees that (a) this Amendment shall not operate as a waiver of any right, power or remedy of Agent or Lenders under the Credit Agreement or any other Loan Document, nor shall it constitute a continuing waiver at any time, and (b) nothing herein shall in any way prejudice the rights and remedies of Agent or Lenders under the Credit Agreement, any Loan Document or applicable law. In addition, Agent and Lenders shall have the right to waive any condition or conditions set forth in this Amendment, the Credit Agreement or any other Loan Document, in their sole discretion, and any such waiver shall not prejudice, waive or reduce any other right or remedy that Agent or Lenders may have against any Borrower.

4.6. Reaffirmation. Each Borrower, as debtor, grantor, pledgor, guarantor, assignor, or in other any other similar capacity in which such Borrower grants liens or security interests in its property or otherwise acts as accommodation party or guarantor, as the case may be, (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party (after giving effect hereto) and (ii) to the extent such Person granted liens on or security interests in any of its property pursuant to any such Loan Document as security for the Obligations under or with respect to the Loan Documents, ratifies and reaffirms such grant of security interests and liens and confirms and agrees that such security interests and liens hereafter secure all of the Obligations as amended hereby. Each Borrower hereby acknowledges that each of the Loan Documents remains in full force and effect and is hereby ratified and reaffirmed. The execution of this Amendment shall not operate as a or serve to effect a novation of the Obligations. Each Borrower acknowledges that all references in the Credit Agreement to the “Agreement” or the “Loan Agreement” shall mean the Credit Agreement, as amended hereby, and all references in the Loan Documents to the “Credit Agreement” shall mean the Credit Agreement, as amended hereby.

4.7. Survival. Any representations, warranties, covenants, agreements, releases and waivers made by or on behalf of any Borrower under this Amendment shall survive and continue.

4.8. Modification; Waiver. This Amendment may not be modified orally, but only by an agreement in writing signed by the parties hereto. Any provision of this Amendment can be waived, amended, supplemented or modified by written agreement of the parties hereto.

4.9. Entire Agreement. This Amendment sets forth the entire agreement and understanding among the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature among them with respect to the subject matter hereof.

4.10. Counterparts; Facsimile or Electronic Transmission of Signature. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute

one and the same instrument. The manual signature of any party hereto that is transmitted to any other party or its counsel by facsimile or electronic transmission shall be deemed for all purposes to be an original signature.

4.11. Severability Of Provisions; Captions; Attachments; Interpretation. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The captions to Sections and subsections herein are inserted for convenience only and shall be ignored in interpreting the provisions of this Amendment. Each schedule or exhibit attached to this Amendment shall be incorporated herein and shall be deemed to be a part hereof. Words in the singular include the plural and words in the plural include the singular. Use of the term “includes” or “including,” shall mean “including, but not limited to.”

[Remainder of page intentionally left blank; the following page is Schedule 1.1.]

Schedule 1.1

Loan Commitments

Loan Commitments through June 30, 2011

General Electric Capital Corporation	\$62,400,000
TD Bank, N.A.	\$15,600,000
Aggregate Commitments:	\$78,000,000

Loan Commitments commencing July 1, 2011

General Electric Capital Corporation	\$40,000,000
TD Bank, N.A.	\$10,000,000
Aggregate Commitments:	\$50,000,000

[Remainder of page intentionally left blank; signatures begin on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Third Amendment Effective Date.

BORROWERS:

**SAINT VINCENTS CATHOLIC MEDICAL
CENTERS OF NEW YORK**

By: _____

Name: _____

Title: _____

**ST. JEROME'S HEALTH SERVICES
CORPORATION**

By: _____

Name: _____

Title: _____

PAX CHRISTI HOSPICE, INC.

By: _____

Name: _____

Title: _____

**BISHOP FRANCIS J. MUGAVERO CENTER
FOR GERIATRIC CARE, INC.**

By: _____

Name: _____

Title: _____

**SISTERS OF CHARITY HEALTH CARE
SYSTEM NURSING HOME, INC.**

By: _____

Name: _____

Title: _____

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Signature Page

**SVCMC PROFESSIONAL REGISTRY,
INC.**

By: _____
Name: _____
Title: _____

**CHAIT HOUSING DEVELOPMENT
CORPORATION**

By: _____
Name: _____
Title: _____

**FORT PLACE HOUSING
CORPORATION**

By: _____
Name: _____
Title: _____

**555 6TH AVENUE APARTMENT
OPERATING CORPORATION**

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent and as a Lender

By: _____

Name: _____

Title: Duly Authorized Signatory

[Signature Pages Continue]

TD BANK, N.A.,
as a Lender

By: _____

Name: _____

Title: _____

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CONSENT OF THE PRE-PETITION AGENT

General Electric Capital Corporation, in its capacity as the Pre-Petition Agent, hereby consents to the Amendment and in particular to those provisions in the Amendment that reference the Pre-Petition Agent.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent and as a Lender

By: _____

Name: _____

Title: Duly Authorized Signatory

[Signature Pages Continue]

ACKNOWLEDGMENT BY THE COMMITTEE:

The Committee has reviewed the Amendment and notifies Borrowers, Agent, and Lenders that the Committee has no objection to the Amendment.

AKIN GUMP STRAUSS HAUER & FELD LLP

By: _____

Name: _____

Counsel to the Committee

