

TERMINATION AND RELEASE OF GUARANTIES

THIS TERMINATION AND RELEASE OF GUARANTIES (the "Release") dated as of the ____ day of June, 2013 (the "Effective Date"), by The Bank of New York Mellon Trust Company, N.A., a national banking association organized under the laws of the United States, with an office in St. Louis, Missouri (the "Trustee").

WITNESSETH:

WHEREAS, Sedgwick County, Kansas, a political subdivision of the State of Kansas (the "Issuer") previously issued its Health Care Facilities Refunding Revenue Bonds, Series 2010 (Catholic Care Center, Inc.) (the "Bonds"); and

WHEREAS, the Bonds were payable solely and only from the Trust Estate created pursuant to the Indenture (hereinafter described), including money and revenue received from the fees charged and Basic Rent received pursuant to a certain Lease Agreement, dated as of January 10, 2010 (the "Lease"), with Catholic Care Center, Inc., a Kansas not-for-profit corporation, as tenant (the "Guarantor"), for the use of certain Facilities described in the Lease; and

WHEREAS, payment of the principal of and interest on the Bonds is unconditionally guaranteed by the Guarantor pursuant to the terms of a Guaranty Agreement, dated as of January 15, 2010 (the "Guaranty Agreement"); and

WHEREAS, payment of the principal of and interest on the Bonds is further unconditionally guaranteed by Via Christ Health, Inc. (the "Additional Guarantor") pursuant to the terms of an Additional Guaranty Agreement, dated as of January 15, 2010 (the "Additional Guaranty Agreement"); and

WHEREAS, the Trustee has been designated as such pursuant to the terms of a certain Trust Indenture, dated as of January 15, 2010 (the "Indenture"), by and between the Issuer and the Trustee, and under which Indenture the Trustee is authorized and empowered to perform the duties of the Issuer and to make disbursements as required thereunder and to perform, insofar as it legally can, all acts otherwise required of the Issuer in connection with said Indenture and the Lease; and

WHEREAS, in accordance with the Indenture, all of the right, title and interest of the Issuer for the purpose of exercising the rights and performing and carrying out the duties and obligations of the Issuer under said Lease (to the extent that such rights and duties may be lawfully assigned by the Issuer and excepting the Issuer's right to indemnity, and such other rights and duties which, in the context in which they appear in said Lease, are capable of being exercised or performed only by the Issuer) have been assigned to the Trustee to secure the payment of said Bonds; and

WHEREAS, pursuant to Sections 4.2 of the Guaranty Agreement, the Guarantor shall be discharged of its obligations upon the payment of the principal of, premium, if any, and interest on the Bonds to the Trustee, or provision for payment thereof having been made with the Trustee as provided in the Indenture; and

WHEREAS, pursuant to Sections 4.2 of the Additional Guaranty Agreement, the Additional Guarantor shall be discharged of its obligations upon the payment of the principal of, premium, if any, and interest on the Bonds to the Trustee, or provision for payment thereof having been made with the Trustee as provided in the Indenture; and

WHEREAS, provision has been made for payment in full of all of the outstanding Bonds by deposit with the Trustee, irrevocably in trust, of sufficient funds or government securities as necessary to pay the principal of, interest on, and premium, if any, on all of said Bonds through and including their first available redemption date; and

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the Guaranty Agreement and the Additional Guaranty Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the Trustee hereto agrees that the Guaranty Agreement and the Additional Guaranty Agreement are both and each hereby terminated and released and that the Guarantor and Additional Guarantor are discharged of their respective obligations thereunder.

[Remainder of Page Intentionally Left Blank]

ACKNOWLEDGMENT AND ACCEPTANCE OF TRUSTEE

The undersigned, _____, a duly authorized, qualified and acting _____ of The Bank of New York Trust Company, N.A., does hereby acknowledge, accept and agree to the above and foregoing Termination and Release of Guaranties.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., St. Louis, Missouri

By _____
Name (Printed) _____
Title _____

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF MISSOURI)
)
CITY OF ST. LOUIS) ss:

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me, a notary public in and for said city and state, came _____, _____ of The Bank of New York Trust Company, N.A., St. Louis, Missouri, a national banking association duly organized, incorporated and existing under and by virtue of the laws of the United States (the “Bank”), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:
