

EXHIBIT 7

**CATHOLIC IDENTITY AGREEMENT
AMONG
UMSJ HEALTH SYSTEM, LLC,
UNIVERSITY OF MARYLAND ST. JOSEPH MEDICAL CENTER, LLC,
UNIVERSITY OF MARYLAND MEDICAL SYSTEM,
AND THE
ROMAN CATHOLIC ARCHBISHOP OF BALTIMORE**

THIS CATHOLIC IDENTITY AGREEMENT (the "Catholic Identity Agreement") is entered into as of the 9th day of November 2012 between and among UMSJ Health System, LLC, a Maryland limited liability corporation ("UMSJHS"); University of Maryland St. Joseph Medical Center, LLC ("UMSJMC"), a Maryland limited liability corporation; the University of Maryland Medical System Corporation (the "Medical System"), a Maryland corporation, and the Roman Catholic Archbishop of Baltimore, and his successors in office, a corporation sole in the State of Maryland (the "Archdiocese"). UMSJHS and UMSJMC will be referred to herein jointly and severally as "UMSJHS/UMSJMC."

RECITALS

WHEREAS, St. Joseph Medical Center, Inc. ("SJMC") owns and operates a general acute care hospital located at 7601 Osler Drive, Towson, Maryland along with certain property owned or controlled pursuant to a long term lease;

WHEREAS, SJMC is Roman Catholic in origin and philosophy, and has a strong and long-lasting tradition founded in the Catholic faith;

WHEREAS, UMSJHS/UMSJMC is an affiliate of the Medical System, which is non-Catholic in origin and philosophy with a strong and long-lasting tradition as a non-profit academic medical center and community health system;

WHEREAS, UMSJHS/UMSJMC and the Medical System are entering into an Asset Purchase Agreement with SJMC and its corporate parent, Catholic Health Initiatives, Inc. ("CHI"), a Catholic health system based in Colorado, to acquire the assets of SJMC;

WHEREAS, upon the closing date of the Asset Purchase Agreement, UMSJHS/UMSJMC will become the owner and operator of certain real property and improvements, furniture, fixtures, equipment, and other tangible and intangible assets related to the operation of the hospital and the provision of health care services, as well as related subsidiaries (collectively referred to herein as UMSJHS/UMSJMC);

WHEREAS, the Archdiocese is committed to the maintenance of the tradition of Catholic health care in Maryland;

WHEREAS, UMSJHS/UMSJMC and the Medical System desire for UMSJHS/UMSJMC to be operated as a Catholic hospital after the assets have been transferred to UMSJHS/UMSJMC and UMSJHS/UMSJMC begins to operate the facility;

WHEREAS, approval by the Roman Catholic Church is a condition of closing under the Asset Purchase Agreement, and Archbishop William Lori has relied on this Catholic Identity Agreement as a substantial reason for providing his *nihil obstat* under canon law to the Holy See in support of the required Church approval;

WHEREAS, UMSJHS/UMSJMC, the Medical System and the Archdiocese agree to maintain the Catholic character of UMSJHS/UMSJMC and to use this Catholic Identity Agreement as a framework within which to continue authentic Catholic traditions and practices; and

WHEREAS, UMSJHS/UMSJMC and the Medical System believe that it is in the best interest of the communities served by UMSJHS/UMSJMC to enter into this Catholic Identity Agreement to preserve the UMSJHS/UMSJMC as a Catholic institution.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises contained in this Catholic Identity Agreement and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1

FUNDAMENTAL PRINCIPLES

1.1 Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Catholic Identity Agreement.

1.2 Fundamental Principles Regarding Catholic Identity.

1.2.1 UMSJHS/UMSJMC will operate in a manner that maintains its designation by the Archdiocese as a Catholic institution. In order to accomplish this, UMSJHS/UMSJMC will be operated in accordance with the Ethical and Religious Directives for Catholic Health Care Services (the "Directives"), as amended from time to time and approved by the United States Conference of Catholic Bishops and as interpreted by the Roman Catholic Archbishop of Baltimore (the "Archbishop"). A copy of the current Directives is attached hereto as Exhibit 1.1 and incorporated by reference herein (if the Directives are amended, such amended Directives will be deemed attached hereto as the Successor Exhibit 1.1 and incorporated herein by reference).

1.2.2 While maintaining the oversight authority provided herein, the Archdiocese has not and is not acquiring, directly, or indirectly, any assets of UMSJHS/UMSJMC as ecclesiastical property.

1.2.3 At any time during which there is no Archbishop of Baltimore, the administrator of the Archdiocese of Baltimore under canon law may take any and all actions that the Archdiocese or Archbishop of Baltimore is authorized or permitted to take under this Catholic Identity Agreement.

1.3 Limited Application.

1.3.1 Nothing in this Catholic Identity Agreement will be construed to prohibit or limit the authority of UMSJHS/UMSJMC to consolidate administrative, management or other business functions of UMSJHS/UMSJMC with the Medical System or any Medical System affiliate.

1.3.2 This Catholic Identity Agreement will apply only to the operations of UMSJHS/UMSJMC. In no event will this Catholic Identity Agreement or any of its terms and conditions, including, but not limited to the Directives, apply to the Medical System, any Medical System subsidiary or affiliate or any Medical System location, other than UMSJHS/UMSJMC. A corporate merger or other corporate reorganization by which UMSJHS/UMSJMC is combined into a single legal entity with other Medical System entities, properties, facilities or programs may lead to the termination of this Catholic Identity Agreement by the Archdiocese.

1.4 Official Catholic Directory.

Following the closing date of the Asset Purchase Agreement, the Archdiocese will list UMSJHS/UMSJMC in the Official Catholic Directory in the Miscellaneous Category as long as UMSJHS/UMSJMC is eligible for such listing.

1.5 Effective Date.

This Catholic Identity Agreement shall become effective upon the closing date of the Asset Purchase Agreement.

ARTICLE 2

GOVERNANCE AND OPERATIONS

2.1 UMSJHS/UMSJMC Governance.

After the closing of the Asset Purchase Agreement, UMSJHS/UMSJMC will be governed in accordance with its Articles of Organization and corporate operating agreements, copies or drafts of which are attached hereto and incorporated herein by reference as Exhibits 2.1(1), 2.1(2), 3.1(1), and 3.1(2), subject to this Catholic Identity Agreement. The Articles of Organization and corporate operating agreement may be amended as long as such amendment is consistent with this Catholic Identity Agreement.

2.2 UMSJHS/UMSJMC Board of Directors.

2.2.1 In appointing the voting members of the UMSJHS/UMSJMC Board of Directors, the Medical System and UMSJHS/UMSJMC will ensure that the composition of the Board fairly represents the community served by the hospital. In addition, special emphasis will be placed on identifying individuals who can provide guidance to UMSJHS/UMSJMC in terms of its fulfilling its health care mission as well as its Catholic identity.

2.2.2 The Board of Directors of UMSJHS/UMSJMC (and any successor organization) will include two individuals who are selected by the UMSJHS/UMSJMC Board from a list of qualified individuals submitted by the Archbishop. The individuals on the list will be members of the Catholic clergy or of a religious order. In the event the Board is expanded to include more than 15 members, one

additional individual will be selected from the Archbishop's list of qualified individuals. This third individual may but need not be a member of the Catholic clergy or of a religious order. These representatives of the Archdiocese will provide guidance about the authenticity of UMSJHS/UMSJMC's Catholic identity and mission, as expressed through its vision, value and management practices and will communicate with the Archbishop regarding issues of Catholic identity at UMSJHS/UMSJMC. These Archdiocesan Representatives may not be removed during their term without the consent of the Archbishop.

2.3 Archdiocesan Representative on the UMSJMC Foundation Board of Directors.

The Board of Directors of the University of Maryland St. Joseph Medical Center Foundation Board will include an individual who is either a member of the Catholic clergy or a member of a religious order. The Archbishop will recommend a list of qualified individuals to serve on the Foundation Board. Of these recommendations, the UMSJMC Board will select one individual. This representative of the Archdiocese will provide guidance about the authenticity of UMSJHS/UMSJMC's Catholic identity and mission, as expressed through its vision, value and management practices and will communicate with the Archbishop regarding issues of Catholic identity at UMSJHS/UMSJMC and the use of those UMSJMC Foundation funds specifically designated by the donor to support the Roman Catholic religion and/or the Cardinal William H. Keeler Spiritual Center. The Archdiocesan Representative may not be removed during his/her term without the consent of the Archbishop.

2.4 Consultation.

The UMSJHS/UMSJMC Chief Executive Officer and/or the UMSJHS/UMSJMC Board Chair and the Archbishop, or his designee, will each have the right to consult with the other regarding any matter with respect to this Catholic Identity Agreement, the operation of UMSJHS/UMSJMC as a Catholic institution or appointments to the Board, Foundation Board, Ethics Committee or Catholic Identity Committee. Every four years, the Archbishop and the UMSJHS/UMSJMC Chief Executive Officer will meet to review this Catholic Identity Agreement and to discuss its terms and effectiveness.

2.5 Vice President for Mission Integration.

2.5.1 UMSJHS/UMSJMC's Operating Agreement(s) will provide for a Vice President for Mission Integration. Reporting directly to the UMSJHS/UMSJMC Board of Directors, this officer will be charged with ensuring compliance with the Directives and coordinating and assisting UMSJHS/UMSJMC's efforts to integrate its Catholic mission into the structures, policies, programs and practices throughout the organization. UMSJHS/UMSJMC will provide regular educational presentations to the UMSJHS/UMSJMC Board and all UMSJHS/UMSJMC staff regarding UMSJHS/UMSJMC's Catholic Identity and the Directives. The Vice President for Mission Integration, in consultation with the Archbishop, will develop and implement such presentations.

2.5.2 UMSJHS/UMSJMC's Chief Executive Officer will consult with the Archbishop prior to selecting the individual to serve as the Vice President for Mission Integration. This individual must be a Roman Catholic In Good Standing. "Roman Catholic In Good Standing" is an individual who is, as determined by the Archbishop of Baltimore: 1) a baptized Roman Catholic who is a registered member of a Roman Catholic parish; 2) agrees with the pastoral and sacramental missions and with the moral teachings of the Roman Catholic Church; and 3) agrees with and is committed to maintaining the Directives, including in his or her work connected with UMSJHS/UMSJMC.

2.5.3 In conjunction with the Board and the Board's Catholic Identity Committee described in Article 3, this individual will monitor the Hospital's ongoing efforts toward mission integration. The Vice President for Mission Integration will staff the Catholic Identity Committee and will also serve on the UMSJHS/UMSJMC Ethics Committee.

2.6 Ethics Committee.

2.6.1 UMSJHS/UMSJMC will support and maintain a clinical ethics committee. The Committee is accountable to the UMSJHS/UMSJMC Boards and will maintain its accountability through the Chief Executive Officer to the Board Chair. Unless another duty to take corporate action on behalf of the Board is delegated in accordance with UMSJHS/UMSJMC's corporate operating agreements, the Ethics Committee shall serve only in an advisory role to the Board and shall not have the authority to act on behalf of the Board.

2.6.2 The presence of this Ethics Committee meets the criteria of the State of Maryland for a Patient Care Advisory Committee at each hospital and also serves as the forum for discussion of federal and state laws. The Committee will carry on its deliberations as contemplated by the Directives.

2.6.3 The membership of the Ethics Committee shall be no less than seven and no more than 11 members. The Ethics Committee will include the following *ex officio* members:

- 2.6.3.1 the Archdiocesan representatives on the UMSJHS/UMSJMC Board
- 2.6.3.2 Vice President for Mission Integration
- 2.6.3.3 Pastoral Care Director
- 2.6.3.4 Chief Medical Officer
- 2.6.3.5 Chief Nursing Officer

2.6.4 In addition to the *ex officio* members, the remaining Ethics Committee members will be appointed by the UMSJHS/UMSJMC Chief Executive Officer from a list of qualified individuals submitted by the Archbishop. The initial terms of these members shall be as follows:

- 2.6.4.1 one member shall serve for a term of one year
- 2.6.4.2 two members shall serve for a term of two years
- 2.6.4.3 two members shall serve for a term of three years

Upon expiration of these initial terms, these non-*ex officio* members will be appointed to serve three year terms. These non-*ex officio* members may not be removed during their term without the consent of the Archbishop.

2.6.5 In recommending individuals to serve on the Committee, the Archbishop will insure that the members fairly represent the following areas:

- 2.6.5.1 clinical specialties
- 2.6.5.2 nursing
- 2.6.5.3 interdisciplinary patient care management
- 2.6.5.4 Catholic moral theology/bioethics

2.6.5.5 spiritual care

2.6.6 Ethics Committee members must be trained on the Directives and agree to act as Committee members in compliance with the Directives.

2.6.7 At the discretion of the Ethics Committee, the Catholic Identity Committee of the UMSJHS/UMSJMC Board of Directors may be called upon to consult on a particular ethical issue relating to Catholic identity, Catholic mission or the Directives.

2.6.8 In addition to any further responsibilities that may be delegated by the UMSJHS/UMSJMC Board, the Ethics Committee shall be responsible for:

2.6.8.1 Providing bioethical clinical care education opportunities reflecting the Roman Catholic moral tradition for members of the Ethics Committee, facility staff and the wider community. The Archbishop may oversee and provide recommendations on the contents of such education and training.

2.6.8.2 Reviewing and commenting on current and proposed hospital policies that pertain to bioethical clinical care issues.

2.6.8.3 Providing timely consultative services on requests to facilitate discussion and, when possible, resolving specific bioethical clinical care issues by the principals involved; and facilitating communication between patients, families and caregivers to resolve bioethical dilemmas.

2.6.8.4 Performing retrospective case reviews of consultations (when conducted by a subcommittee or select members of the Ethics Committee) or other cases with bioethics issues for the purpose of education and policy formation.

2.6.8.5 Reflecting on UMSJHS/UMSJMC's Catholic identity and foster an understanding and integration of the rich tradition of Catholic moral teaching within UMSJHS/UMSJMC.

2.6.9 On a monthly basis, the Vice President for Mission Integration will summarize the ethical consultations on which the Ethics Committee consulted and any other matters considered by the Ethics Committee. The summary will include a description of the ethical issue and the Ethics Committee's decision for each case. A copy of this summary will be provided to the Board's Catholic Identity Committee, the UMSJHS/UMSJMC Board Chair and the Archbishop.

2.7 Pastoral Care Department.

2.7.1 UMSJHS/UMSJMC will maintain a Pastoral Care Department that will include adequate staffing ratios of professional/certified chaplains to the number of patients served. Staffing will include at least one member of the Catholic clergy approved by the Archbishop.

2.7.2 The Department will be supervised by a Pastoral Care Director who is a Roman Catholic In Good Standing. UMSJHS/UMSJMC's Chief Executive Officer will consult with the Archbishop in selecting the individual to serve in this position.

2.7.3 The Department will work in collaboration with community clergy to meet the sacramental needs of the Catholic community

2.8 UMSJHS/UMSJMC Chapel.

The existing chapel at UMSJHS/UMSJMC will be properly maintained as a Catholic chapel under the authority of UMSJHS/UMSJMC's Pastoral Care Director. The Archbishop may supervise appropriate liturgical practices and all other activities that will take place in the Chapel.

2.9 Charity Care.

UMSJHS/UMSJMC will continue to provide health care services to patients who are poor, underinsured and/or uninsured. The Hospital will maintain and follow policies relating to financial assistance/charity care and community outreach in accordance with Maryland law and the Directives. A copy of UMSJHS/UMSJMC's annual community benefits report will be provided to the Archbishop.

2.10 Catholic Symbols and Items.

The Hospital's existing signs, symbols and images of Catholic identity, both inside and outside of its facilities, will be properly maintained by UMSJHS/UMSJMC. UMSJHS/UMSJMC will maintain insurance for religious items and artifacts located in and on its premises, including the chapel. As these symbols age, they may need to be replaced by UMSJHS/UMSJMC with symbols of equal importance to Catholic identity. Such replacement will occur in consultation with the Archbishop.

2.11 Catholic Health Association.

UMSJHS/UMSJMC will maintain in good standing its membership in the Catholic Health Association or its successor organization ("CHA"), as long as such membership is permitted by CHA.

2.12 Audit of Catholic Identity.

2.12.1 Every two years, UMSJHS/UMSJMC will undergo an audit of its adherence to the Directives. The National Catholic Bioethics Center will conduct the audit unless UMSJHS/UMSJMC and the Archbishop mutually agree to a different Catholic ethicist to conduct the audit. UMSJHS/UMSJMC will pay for any fees and expenses connected to the audit. The results of the audit will be provided to the Archbishop, UMSJHS/UMSJMC, and the Catholic Identity Committee.

2.12.2 If the audit report identifies any areas in which UMSJHS/UMSJMC's activities are inconsistent with its Catholic identity, the UMSJHS/UMSJMC Chief Executive Officer, Board Chair and the Archbishop will discuss an action plan to correct the issues identified in the report. A follow up audit, paid for by UMSJHS/UMSJMC, will be conducted within six months to determine whether the issues have been corrected.

ARTICLE 3

CATHOLIC ISSUES

3.1 Catholic Identity Committee of the UMSJHS/UMSJMC Board of Directors.

3.1.1 The UMSJHS/UMSJMC Operating Agreements will provide for a standing committee of the UMSJHS/UMSJMC Board known as the Catholic Identity Committee. The Archdiocesan representatives will serve as *ex officio* members of the Catholic Identity Committee. A majority of the Catholic Identity Committee must be Roman Catholics In Good Standing. The Vice President for Mission Integration will staff the Catholic Identity Committee.

3.1.2 The purpose of this Catholic Identity Committee is to provide a means through which the Board may identify, monitor, audit and address those matters and actions with respect to Catholic identity of UMSJHS/UMSJMC as necessary to keep UMSJHS/UMSJMC faithful to the Directives. The Catholic Identity Committee will provide a written report to the Archbishop on an annual basis concerning its monitoring and auditing functions.

3.1.3 The Catholic Identity Committee will consider and determine whether any matter or action, in whole or in part, involves, relates to, or has any effect on the Catholic identity of UMSJHS/UMSJMC and in particular UMSJHS/UMSJMC's compliance with the Directives. Such issues may arise in any of the operations of UMSJHS/UMSJMC. If the Catholic Identity Committee determines that a matter or action is potentially in conflict with the Directives, the Committee members will first discuss their concerns regarding the Catholic issue, and any proposed actions relating to such issue, with the UMSJHS/UMSJMC Chief Executive Officer and/or the UMSJHS/UMSJMC Board Chair in an effort to reach an agreement as to the appropriate action to be taken. The Archbishop may also identify a Catholic issue and initiate this process on his own.

3.1.4 UMSJHS/UMSJMC's Chief Executive Officer and Board Chair should inform the Catholic Identity Committee as soon as practicable if UMSJHS/UMSJMC intends to take any action that might reasonably have a material impact on UMSJHS/UMSJMC's Catholic identity, on Catholic issues, or on UMSJHS/UMSJMC's compliance with the Directives.

3.1.5 Following such discussions, the Catholic Identity Committee may make a written recommendation to the UMSJHS/UMSJMC Board with respect to such Catholic issue, the proposed actions relating to such issue and the grounds for such proposed actions.

3.1.6 If UMSJHS/UMSJMC management has concerns regarding a Catholic issue, it should discuss such matters with the Archbishop as well as the Catholic Identity Committee, the Archdiocesan Directors and/or the UMSJHS/UMSJMC Board. When making written or verbal statements that reference the Archbishop and the Archdiocese, UMSJHS/UMSJMC management and Board members will communicate in a manner that emphasizes the positive alignment and spirit of partnership between the Archbishop and the Archdiocese with UMSJHS/UMSJMC in terms of promoting and preserving the Catholic identity of UMSJHS/UMSJMC.

3.2 Resolving Disagreements Concerning Catholic Issues.

If UMSJHS/UMSJMC or the Archdiocese has an unresolved concern regarding this Catholic Identity Agreement, UMSJHS/UMSJMC's compliance with the Directives, or the Catholic identity of UMSJHS/UMSJMC, either UMSJHS/UMSJMC or the Archdiocese may institute the following process by written notice to the other.

3.2.1 Representatives of UMSJHS/UMSJMC and the Archdiocese will meet within 15 days of the date of written notice. Such representatives will include the UMSJHS/UMSJMC Board Chair, the UMSJHS/UMSJMC Chief Executive Officer, the Archdiocesan Directors and such other representatives of UMSJHS/UMSJMC and the Archdiocese and they may choose.

3.2.2 If the disagreement remains unresolved following such meeting, the UMSJHS/UMSJMC Board Chair, the UMSJHS/UMSJMC Chief Executive Officer and the Archbishop will hold an additional meeting within ten days of the first meeting in a further attempt to resolve the dispute.

3.2.3 If the disagreement remains unresolved, either party may request a consultation with a nationally recognized consultant in Catholic health care and the Directives, which shall be conducted expeditiously and completed within 60 days. The consulting costs will be borne by UMSJHS/UMSJMC. Within 15 days after the completion of the consultant's work, the UMSJHS/UMSJMC Board Chair, the UMSJHS/UMSJMC Chief Executive Officer and the Archbishop will meet with the consultant in a further attempt to resolve the dispute. If the matter remains unresolved, the Archbishop has ultimate authority to interpret any Catholic issue and determine compliance with the Directives, and may terminate this Catholic Identity Agreement pursuant to Section 4.3.2.

3.3 Board Agenda Items.

The Archbishop or any Archdiocesan representative on the UMSJHS/UMSJMC Board will have the authority to place an item on the Board meeting agenda that is related to a Catholic issue or the operation of UMSJHS/UMSJMC as a Catholic institution.

3.4 Legal Proceedings.

UMSJHS/UMSJMC will advise the Catholic Identity Committee and the Archbishop in a timely manner of any Catholic issue identified in any suit, proceeding, claim, investigation, or other action undertaken by any person, governmental agency, court or other entity against or involving UMSJHS/UMSJMC, and will seriously take into consideration any response from the Catholic Identity Committee and/or Archbishop. Failure to follow the Archbishop's response may result in the termination of this Catholic Identity Agreement by the Archdiocese.

3.5 Financial Commitments.

3.5.1 Funds generated by UMSJHS/UMSJMC may not be used by UMSJHS/UMSJMC or the Medical System to support or further any actions that are contrary to the Directives.

3.5.2 In accordance with applicable State and Federal laws, UMSJHS/UMSJMC confirms that any distribution of donor-restricted funds from the UMSJHS/UMSJMC Foundation shall be consistent with those articulated restrictions.

ARTICLE 4 TERM AND TERMINATION

4.1 Term.

The term of this Catholic Identity Agreement will commence as of the closing of the Asset Purchase Agreement and will continue in full force and effect unless and until it is terminated in accordance with this Section 4.

4.2 Termination by Mutual Written Consent.

This Catholic Identity Agreement may be terminated by the mutual written consent of UMSJHS/UMSJMC and the Archdiocese.

4.3 Other Terminations.

This Catholic Identity Agreement may be terminated by UMSJHS/UMSJMC or the Archdiocese upon 30 days prior written notice from the terminating party to the other party ("Termination Notice"), as follows:

4.3.1 By the Medical System and UMSJHS/UMSJMC, if (i) UMSJHS/UMSJMC is closed; or (ii) is sold or leased to an unrelated third party who does not intend to comply with the Directives. The Archdiocese shall have the right to approach any potential buyer, tenant or successor in an attempt to negotiate the ongoing nature of this Catholic Identity Agreement with the new party; or

4.3.2 by the Archdiocese, if (i) UMSJHS/UMSJMC is being operated in violation of the Directives; (ii) if there is a corporate merger or other corporate reorganization by which UMSJHS/UMSJMC is combined in a single legal entity with other non-Catholic affiliates of the Medical System; or (iii) a Catholic issue remains unresolved after the procedures described in Sections 3.1 and 3.2.

4.4 Post-termination Agreements.

4.4.1 If this Catholic Identity Agreement is terminated for any reason, UMSJHS/UMSJMC will immediately cease referring to itself as a Catholic hospital or institution, and immediately cease using the word "Catholic" or "catholic" when referring to itself or any of its operations, including in any of its names, materials, signage, and marketing. This paragraph does not prevent UMSJHS/UMSJMC from using words other than "Catholic" or "catholic" after termination--specifically it does not prevent UMSJHS/UMSJMC from using "St. Joseph".

4.4.2 If this Catholic Identity Agreement is terminated, UMSJHS/UMSJMC will remove any pictures of the Pope and the Archbishop of Baltimore displayed throughout the hospital's properties, as well as all crucifixes from patient rooms.

ARTICLE 5 GENERAL PROVISIONS

5.1 Notice.

Whenever notice must be given under the provisions of this Catholic Identity Agreement, such notice must be in writing and will be deemed to have been duly given by (a) hand-delivery (with written confirmation of receipt) addressed to the parties at their respective addresses set forth below; or (b) certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses set forth below; or (c) telecopier (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, addressed to the parties at their respective addresses set forth below, or at such other address as one party may designate by notice hereunder to the other parties:

If to UMSJHS/UMSJMC: University of Maryland St. Joseph Medical Center, LLC
250 W. Pratt Street, 24th Floor
Baltimore, MD 21201
Attention: President and Chief Executive Officer

With a copy to: University of Maryland Medical System Corporation
250 W. Pratt Street, 24th Floor
Baltimore, MD 21201
Attention: Senior Vice President and General Counsel

If to the: University of Maryland Medical System Corporation
Medical System 250 W. Pratt Street, 24th Floor
Baltimore, MD 21201
Attention: President and Chief Executive Officer

With a copy to: University of Maryland Medical System Corporation
250 W. Pratt Street, 24th Floor
Baltimore, MD 21201
Attention: Senior Vice President and General Counsel

If to Archdiocese: Roman Catholic Archdiocese of Baltimore
320 Cathedral Street
Baltimore, MD 21201
Attention: Dr. Diane L. Barr, Healthcare Liaison

With a copy to: David W. Kinkopf, Esquire
Gallagher, Evelius & Jones LLP
218 North Charles Street
Suite 400
Baltimore, MD 21201

5.2 Amendment.

No modification, waiver, amendment, discharge or change of this Catholic Identity Agreement will be valid unless in writing and signed by the Archbishop and UMSJHS/UMSJMC.

5.3 Successor and Assigns.

All the terms and provisions of this Catholic Identity Agreement will be binding upon and will inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; provided, however that no party hereto may assign any of its rights or delegate any of its duties under this Catholic Identity Agreement without the prior written consent of the other party.

5.4 Severability.

If any one or more of the provisions of this Catholic Identity Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then: (a) the validity and enforceability of all provisions of this Catholic Identity Agreement not ruled to be invalid or unenforceable will be unaffected; (b) the effect of the ruling will be limited to the jurisdiction of the court or other government body making the ruling; (c) the provision(s) held wholly or partly invalid or unenforceable will be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein and a provision having a similar economic effect will be substituted; and (d) if the ruling and/or the controlling principle of law or equity leading to the ruling, is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, the provision(s) in question as originally set forth in this Catholic Identity Agreement will be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity. This severability clause shall apply only if the integrity of the entire Catholic Identity Agreement can otherwise be preserved.

5.5 Choice of Law and Venue.

The legal interpretation of this Catholic Identity Agreement and the rights and obligations of the parties hereunder will be governed by the laws of the State of Maryland, without regard to choice of law provisions, and as to the civil legal terms. Any proceeding which arises out of or relates in any way to the subject matter of this Catholic Identity Agreement will be brought in federal or state court in Maryland. The parties hereby consent to such jurisdiction and waive their right to challenge any proceeding involving or relating to this Catholic Identity Agreement on the basis of lack of jurisdiction over the person or forum non conveniens. The parties agree that the Archbishop is the sole and final arbiter of the interpretation of the Directives.

5.6 Headings; Use of Terms.

All headings contained in this Catholic Identity Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Catholic Identity Agreement. All words used in this Catholic Identity Agreement will be construed to be of such gender or number as the circumstances require.

5.7 Counterparts.

This Catholic Identity Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which collectively will constitute one and the same agreement, binding on all parties. A facsimile, photocopied, scanned, or other electronically transmitted signature shall be considered a valid and original signature.

5.8 Expenses.

Each of the parties will bear its own expenses in connection with this Catholic Identity Agreement, except as otherwise provided herein.

5.9 Waiver.

The waiver by any party of a breach or violation of any provision of this Catholic Identity Agreement will not operate or be construed as a waiver of any subsequent breach of such provisions or any other provision of this Catholic Identity Agreement.

5.10 Construction.

This Catholic Identity Agreement will not be construed more strictly against any party hereto by virtue of the fact that the Catholic Identity Agreement may have been drafted or prepared by such party or its counsel, it being recognized that all of the parties hereto have contributed substantially and materially to its preparation and that this Catholic Identity Agreement has been the subject of and is the product of negotiation between the parties.


5.11 Entire Agreement.

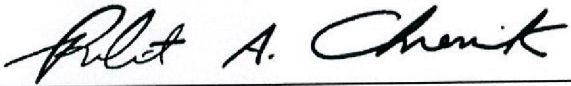
This Catholic Identity Agreement, the exhibits and schedules, and the documents referred to herein, contain the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof.

[signatures follow]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Catholic Identity Agreement as of the date above.

University of Maryland St. Joseph Medical Center, LLC

By: 
Name: Megan M. Arthur
Title: Director, University of Maryland St. Joseph Medical Center, LLC Board of Directors
UMSJ Health System, LLC

By: 
Name: Robert A. Chrencik
Title: Director, UMSJ Health System, LLC Board of Directors

University of Maryland Medical System Corporation

By: 
Robert A. Chrencik
President and Chief Executive Officer

**Roman Catholic Archbishop of Baltimore
and his successors in office,
a corporation sole**

By: _____
Most Reverend William E. Lori, S.T.D.
Archbishop of Baltimore

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Catholic Identity Agreement as of the date above.

University of Maryland St. Joseph Medical Center, LLC

By: _____
Name: _____
Title: _____

UMSJ Health System, LLC

By: _____
Name: _____
Title: _____

University of Maryland Medical System Corporation

By: _____
Robert A. Chrencik
President and Chief Executive Officer

**Roman Catholic Archbishop of Baltimore
and his successors in office,
a corporation sole**

By: William E. Lori
Most Reverend William E. Lori, S.T.D.
Archbishop of Baltimore

Exhibit 1.1
Ethical and Religious Directives for Catholic Health Care Services (the “Directives”)
(attached)

Exhibit 2.1 (1)
Articles of Organization
UMSJ Health System, LLC
(attached)

**ARTICLES OF ORGANIZATION
OF
UMSJ HEALTH SYSTEM, LLC**

It is hereby certified that:

1. Recital. The undersigned has been designated as an "authorized person," as that term has been defined in Section 4A-101(c) of the Maryland Limited Liability Act (the "Act"), for purposes of executing and filing these Articles of Organization of UMSJ HEALTH SYSTEM, LLC (the "Company") and any other documents or certificates that may be required to be filed on behalf of the Company with the State Department of Assessments and Taxation of Maryland from time to time.

2. Name. The name of the Company is:

UMSJ HEALTH SYSTEM, LLC

3. Purposes.

3.1. *Tax Exempt Purposes*. The Company is organized for charitable, scientific and educational purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code of 1986 and the regulations thereunder as they now exist or may hereafter be amended (hereinafter, collectively referred to as the "Code"), including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under said section. No part of the net earnings of the Company shall inure to the benefit of, or be distributable to any private individuals, except that the Company shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes. No substantial part of the activities of the Company shall be the carrying on of propaganda, or otherwise attempting to influence legislation, except as permitted by Sections 501(h) and 4911 of the Code or any subsequent federal tax laws. The Company shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Agreement, the Company shall not carry on any other activities not permitted to be carried on (1) by an entity exempt from federal income tax under Section 501(a) described in Section 501(c)(3) of the Code; or (2) by an entity, contributions to which are deductible under Section 170(c)(2) of the Code.

3.2. *General Purpose*. In furtherance of its tax exempt purposes, the Company may engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

4. Principal Office and Resident Agent. The address of the principal office of the Company is 250 West Pratt Street, 24th Floor, Baltimore, Maryland 21201. The name of the


resident agent of the Company is Megan M. Arthur, Esquire, and the post office address of the resident agent is 250 West Pratt Street, 24th Floor, Baltimore, Maryland 21201.

5. Agency. Pursuant to Section 4A-401(a)(3) of the Act, no member of the Company shall be an agent of the Company solely by virtue of being a member, and no member of the Company shall have the authority to act for the Company solely by virtue of being a member.


[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned organizer of the Company has executed these Articles of Organization on this ~~12~~ day of August, 2012.


Megan M. Arthur, Esquire
Authorized Person

I, Megan M. Arthur, Esquire, hereby consent to act as resident agent for UMSJ Health System, LLC.


Megan M. Arthur, Esquire
Authorized Person

CUST ID:0002796470
WORK ORDER:0004013050
DATE:08-17-2012 11:41 AM
AMT. PAID:\$155.00

