

RELEASE AGREEMENT

This Release Agreement (the “Agreement”) is made and entered into as of the [__] day of September, 2014 (the “Effective Date”), by and among [DAUGHTERS OF CHARITY HEALTH SYSTEM, ST. FRANCIS MEDICAL CENTER, ST. VINCENT MEDICAL CENTER, O’CONNOR HOSPITAL, SAINT LOUISE REGIONAL HOSPITAL, SETON MEDICAL CENTER, SETON MEDICAL CENTER COASTSIDE, DAUGHTERS OF CHARITY HEALTH SYSTEMS MEDICAL FOUNDATION, CARITAS BUSINESS SERVICES, DE PAUL VENTURES, LLC, MARILLAC INSURANCE COMPANY, LTD., ST. FRANCIS MEDICAL CENTER FOUNDATION, ST. VINCENT MEDICAL CENTER FOUNDATION, ST. VINCENT DE PAUL ETHICS CORPORATION, ST. VINCENT DIALYSIS CENTER, O’CONNOR HOSPITAL FOUNDATION, SAINT LOUISE REGIONAL HOSPITAL FOUNDATION, SETON MEDICAL CENTER FOUNDATION, DE PAUL VENTURES SAN JOSE ASC, LLC, and DE PAUL VENTURES SAN JOSE DIALYSIS, LLC]¹ (each a “DOCHS Member,” collectively, “DOCHS”), on the one hand, and DAUGHTERS OF CHARITY MINISTRY SERVICES CORPORATION, a California nonprofit religious corporation, and DAUGHTERS OF CHARITY OF ST. VINCENT DEPAUL PROVINCE OF THE WEST, a California nonprofit religious corporation (collectively, the “Existing Sponsors”), on the other hand. Each DOCHS Member, DOCHS and the Existing Sponsors are sometimes collectively referred to herein as the “Parties” and individually referred to herein as a “Party.”

RECITALS

WHEREAS, DOCHS engages in the business of delivering healthcare services to the public through hospitals in furtherance of the mission of serving the sick and the poor by providing comprehensive, health care that is compassionate and attentive to the whole person: body, mind and spirit; and promoting healthy families, responsible stewardship of the environment and a just society through value-based relationships and community-based collaboration; and

WHEREAS, the Parties are concurrently executing a Reorganization, Conversion and Disaffiliation Agreement (the “Disaffiliation Agreement”), whereby the Existing Sponsors will, subject to the terms and conditions of the Disaffiliation Agreement, be disaffiliated from DOCHS, and DOCHS will consummate a series of transactions whereby Daughters of Charity Health System will be restructured to be a California nonprofit public benefit corporation governed and managed by a newly constituted board of directors; and [New Found Health Management LLC], a Delaware limited liability company, will enter into a Management Services Agreement with DOCHS to provide management services to DOCHS; and [BW New Found Health Investment LLC] will have the option to purchase the assets of DOCHS for a purchase price equal to the liabilities of DOCHS as of the date of such purchase (the “Reorganization”); and

¹ NTD: To be confirmed

WHEREAS, Existing Sponsors acknowledge that the Reorganization is in the best interest of the hospitals and health system owned and operated by DOCHS (the “DOCHS Health System”); and

WHEREAS, it is the desire of the Parties to release each other from any and all claims and or liability concerning the operation of the DOCHS Health System, from the beginning of time to the Effective Date, known or unknown, that they may have against each other and their respective officers, managers, agents, partners, insureds, representatives, employees, predecessors, successors and assignees, as more fully set forth herein.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises set forth herein and in the Disaffiliation Agreement, the sufficiency of which consideration is hereby expressly acknowledged by each Party, and intending to be legally bound hereby, each Party hereby agrees as follows:

AGREEMENT:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Agreement.

2. No Admission of Liability. This Agreement affects the settlement of claims that are denied and contested, and nothing contained herein should be construed as an admission by any Party of any fault, wrongdoing or liability of any kind with respect thereto.

3. Mutual Releases.

a. Except with respect to the rights and obligations arising under the Agreement, upon the Effective Date, each DOCHS Member, on its own behalf, and on behalf of its subsidiaries, predecessors, successors, assigns, representatives, agents, contractors, attorneys, employees, managers, members, shareholders and officers, hereby releases, acquits, and fully discharges the Existing Sponsors and their past, present and future direct and indirect parents, insurers, subsidiaries, affiliates, and other entities under common control, divisions, predecessors, successors, and assigns, and their respective current and former officers, directors, partners, shareholders, members, representatives, attorneys, agents, managers and employees, in their official and individual capacities (collectively the “Existing Sponsors Releasees”), from any and all claims, liabilities, debts, demands, reimbursements, expenses (including attorney’s fees and costs actually incurred), costs, contracts, obligations, losses, injuries, and causes or potential causes of action, whether existing in the past, present or future, and whether asserted or unasserted, known or unknown, apparent or concealed, suspected or unsuspected, fixed or contingent, at law or in equity, and of any kind, description or nature under any theory of law whatsoever, that any DOCHS Member now has, owns or holds, or claims to have, own or hold, or which any DOCHS Member may at any time hereinafter have, own or hold, under any legal theory, against the Existing Sponsors Releasees relating to the DOCHS Health System (“Claims”) from the beginning of time to the Effective Date.

b. Except with respect to the rights and obligations arising under the Disaffiliation Agreement, upon the Effective Date, the Existing Sponsors, on their own behalf, and on behalf of their subsidiaries, predecessors, successors, assigns, representatives, agents,

contractors, attorneys, employees, managers, members, shareholders and officers, hereby release, acquit, and fully discharge each DOCHS Member and their respective past, present and future direct and indirect parents, insurers, subsidiaries, affiliates, and other entities under common control, divisions, predecessors, successors, and assigns, and their respective current and former officers, directors, partners, shareholders, members, representatives, attorneys, agents, managers and employees, in their official and individual capacities (collectively the “DOCHS Releasees”), from any and all claims, liabilities, debts, demands, reimbursements, expenses (including attorney’s fees and costs actually incurred), costs, contracts, obligations, losses, injuries, and causes or potential causes of action, whether existing in the past, present or future, and whether asserted or unasserted, known or unknown, apparent or concealed, suspected or unsuspected, fixed or contingent, at law or in equity, and of any kind, description or nature under any theory of law whatsoever, that DOCHS now has, owns or holds, or claims to have, own or hold, or which DOCHS may at any time hereinafter have, own or hold, under any legal theory, against the Existing Sponsors Releasees from the beginning of time to the Effective Date, arising out of, based upon and/or relating to the Claims.

4. Waiver of Unknown Claims. The Parties acknowledge that they have been advised by their respective, separate legal counsel in regards to, and are familiar with, California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties, being aware of the foregoing code section, expressly waive and relinquish any and all rights and benefits afforded by Section 1542 of the California Civil Code, and any provision or principle of common law of similar effect both in California and in any foreign jurisdiction. Thus, the provisions of the California Civil Code Section 1542 notwithstanding, and for the purpose of implementing a full and complete release and discharge, the Parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, claims and causes of action which they do not know of or suspect to exist in their favor at the time of execution hereof and that this Agreement contemplates extinguishment of all claims and causes of action between the each DOCHS Member and the Existing Sponsors with respect to the subject matter of this Agreement. This is true regardless of whether the Parties later discover facts different than, or in addition to, those that they now know or believe to be true with respect to the claims related herein, and each of them agrees that this Agreement shall be and remain effective in all respects, notwithstanding later discovery of different or additional facts or evidence.

5. No Pending Claims or Actions. Each DOCHS Member represents and warrants that it has no pending complaints or other filed actions, appeals, charges or claims of any nature against the Existing Sponsors. Likewise, the Existing Sponsors represent and warrant that they have no pending complaints or other filed actions, appeals, charges or claims of any nature against any DOCHS Member.

6. No Assignments. Each of the Parties represents and warrants that it has not assigned or conveyed, transferred or encumbered all or any portion of the claim or rights released by this Agreement to any other person or entity, including by way of subrogation, operation of law, attorneys' lien or otherwise.

7. No Promises. This Agreement and the Disaffiliation Agreement constitute the entire understanding and agreement between the Parties with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained and/or incorporated herein by reference, shall be deemed, in any way to exist or bind the Parties, except as specifically set forth herein. The Parties each acknowledge that they have not been coerced to enter into this Agreement and have not executed this Agreement in reliance upon any promises, representations, warranties or statements except as expressly contained herein. No statements, promises or representations have been made by any Party to any other, or relied upon, and no consideration has been offered, promised, expected or held out other than as may be expressly provided herein. No Party is relying on any representations, warranties, undertakings, agreements, or understandings except as expressly set forth in this Agreement and the Disaffiliation Agreement.

8. Sufficient Investigation. Each of the Parties represents and warrants that it and its counsel has made such investigation as it deems necessary or desirable of all matters contained in or related in this Agreement. The discovery by any of the Parties subsequent to the Effective Date of any facts not heretofore known to that Party, or that the facts or laws upon which it relied in executing this Agreement were not as it believed them to be, shall not constitute grounds for declaring this Agreement void, voidable or otherwise unenforceable. This paragraph is intended by the Parties to preclude any claim that either of them were induced to enter this Agreement by a mistake of fact or law.

9. Consultation with and Advice of Counsel. Each Party represents and acknowledges that it has had the full opportunity to discuss this Agreement with their respective legal counsel and has been advised by such counsel as to its rights under, and the consequences of executing, this Agreement; that each has carefully read and fully understands and appreciates the meaning and legal effect of each of the terms of this Agreement; that each understands that it may be waiving legal rights or claims by executing this Agreement; and that each is entering into this Agreement freely, voluntarily and with full intent to be legally bound thereby.

10. Governing Law. This Agreement is made and entered into in the State of California, and is subject to its law, without giving effect to its conflict of laws provisions. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is a conflict between any provision contained herein and any present or future statute, law, ordinance or regulation, the latter shall prevail but the provision(s) of this Agreement that is or are affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

11. Interpretation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. No Party shall be deemed the drafter of this Agreement; the Parties agree and acknowledge that they

both participated in the preparation of the Agreement. The Parties further acknowledge that the terms of the Agreement are contractual and are the product of arms-length negotiations between them. In any construction to be made of the Agreement, the Agreement shall not be construed against either of the Parties.

12. Severability. In the event that any provision of this Agreement shall be held void, voidable or unenforceable, the remaining provisions hereof shall remain in full force and effect.

13. Full Defense to Released Claims. This Agreement may be pled as a full and complete defense to, and used as the basis of dismissal of, any action, suit or proceeding based on the Claims that are released herein.

14. Dispute Resolution. Should any dispute arise under this Agreement, the Parties will first attempt to resolve disputes arising out of, or relating to this Agreement, through a process of good faith negotiation, and at the election of either Existing Sponsors or DOCHS, non-binding mediation, provided that such mediation can be completed within sixty (60) days of any Party giving notice of such intent to pursue mediation. Should such procedures not result in the resolution of any disagreement arising out of, or relating to this Agreement, the Parties agree to resolve their disagreement(s) by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Any such arbitration will take place in Los Angeles, California. The arbitrator shall have discretion to make an award of reasonable attorneys' fees and costs, including expert fees, to the prevailing Party.

15. Beneficiaries. This Agreement shall inure to the benefit of, and be binding upon, the Parties and, as applicable, each of their parents, subsidiaries, affiliates, and other entities under common control, divisions, predecessors, successors, and assigns, and their respective current and former officers, directors, partners, shareholders, members, representatives, attorneys, agents, managers and employees, in their official and individual capacities. Other than as specifically set forth herein, no third party beneficiaries are created or intended to be created by the provisions of this Agreement, and any such intention is expressly disclaimed by the Parties.

16. Integration. This Agreement, which has been mutually prepared by both of the Parties, supersedes all prior written or oral negotiations, proposed agreements and agreements, and comprises the only, sole, entire and complete agreement and understanding of the Parties relating in any way to the subject matter hereof.

17. Modifications. This Agreement cannot be altered or amended except by a writing signed by all of the Parties.

18. Counterparts/Copies of Signatures. This Agreement may be executed in two or more counterparts and exchanged by the Parties, shall constitute one and the same instrument and be binding on both Parties, even though each may have executed a separate counterpart hereof. Photocopied, facsimile or emailed images of signatures shall be deemed to be originals, and shall have the same force and effect as if they were originals.

19. Headings and Captions. The headings and captions used in this Agreement are for convenience only and shall not be deemed to affect in any way the language of the provisions to which they refer.

20. Cooperation. The Parties agree to cooperate in taking whatever actions are reasonably necessary to effectuate the manifest purpose and intent of this Agreement, including executing additional documents as may be reasonably required.

21. Notice. Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or certified mail (return receipt requested), or by a reputable overnight courier or service (e.g., UPS, Federal Express), or by facsimile, to the Parties at the addresses set forth below.

<p>To DOCHS:</p> <p>[_____] [_____] [_____] Attention: [_____] Fax: [_____]</p>	<p>To the Existing Sponsors:</p> <p>[_____] [_____] [_____] Attention: [_____] Fax: [_____]</p>
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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Release Agreement has been executed and delivered as of the day and year first above written.

DOCHS:

[DAUGHTERS OF CHARITY HEALTH SYSTEM on its own behalf and as attorney in fact FOR each other DOCHS MEMBER]²

By: _____
Name:
Title:

EXISTING SPONSORS:

DAUGHTERS OF CHARITY MINISTRY SERVICES CORPORATION

By: _____
Name:
Title:

DAUGHTERS OF CHARITY ST. VINCENT DEPAUL

By: _____
Name:
Title:

² NTD: To be confirmed.