

**Exhibit "A"**  
**To**  
**Restructuring, Conversion and Disaffiliation Agreement**  
**Form of Real Estate Purchase Agreement**

*If NF Holdings is chosen as the winning bidder, the intention would be to move directly to negotiating a full real estate purchase agreement and to agree upon such form prior to executing the Restructuring, Conversion and Disaffiliation Agreement.*

## ASSET PURCHASE OPTION AGREEMENT

This Asset Purchase Option Agreement (this "Agreement") is made and entered into as of [●], 2014 ("Execution Date") by and among [BW New Found Health Investment LLC] ("the Option Holder"), and each Person (as defined below) listed as "DOCHS Members" on the signature pages hereto (each a "DOCHS Member" and collectively, "DOCHS"). Option Holder, each DOCHS Member and DOCHS are sometimes collectively referred to herein as the "Parties" and individually referred to herein as a "Party."

### RECITALS

WHEREAS, concurrently with the execution of this Agreement, New Found Health Management LLC, a Delaware limited liability company and an affiliate of the Option Holder (i) and DOCHS are entering into a Management Services Agreement, dated as of the date hereof (the "Management Services Agreement"), and (ii) and certain DOCHS Members are entering into a Real Estate Purchase Agreement, dated as of the date hereof (together, the "Related Agreements"); and

WHEREAS, as a material condition and inducement to the Option Holder to enter into the Related Agreements, each DOCHS Member has agreed to grant to the Option Holder the option to acquire all of the assets of each DOCHS Member from DOCHS pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **GRANT OF OPTION.** Each DOCHS Member hereby grants to the Option Holder an exclusive irrevocable option (the "Option") to purchase free and clear of any Liens, other than Permitted Liens, all of DOCHS' right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired, which relate to, held by DOCHS (collectively, the "Assets"). Each DOCHS Member acknowledges that, pursuant to the Asset Purchase Agreement, the Option Holder may purchase all or a portion of the Assets, as determined in accordance with the Asset Purchase Agreement.

### 2. EXERCISE AND TERMINATION OF THE OPTION.

(a) **Exercise.** The Option shall be exercisable by, and in the sole and absolute discretion of, the Option Holder at any time after the date hereof, but in any event prior to or on the Outside Date.

(b) **Exercise Procedure.** In the event that the Option Holder wishes to exercise the Option, the Option Holder shall deliver to DOCHS written notice of its exercise of the Option (an "Exercise Notice") prior to or on the Outside Date. Within ten (10) Business Days after receipt of the Exercise Notice, each DOCHS Member shall duly execute and deliver to the Option Holder, and the Option Holder shall duly execute and deliver to DOCHS, an asset

purchase agreement in the form attached hereto as Exhibit A (the "Asset Purchase Agreement"),<sup>1</sup> together with all disclosure schedules and any ancillary agreements, certificates or instruments contemplated thereby to be delivered upon execution thereof.

(c) **No Obligation to Purchase.** Each DOCHS Member acknowledges and agrees that (i) this Agreement does not require the Option Holder to purchase any or all of the Assets, (ii) the Option Holder's obligations to purchase any or all of the Assets are contained in, and subject to execution by all applicable parties of, the Asset Purchase Agreement and (iii) upon execution of the Asset Purchase Agreement, the terms and conditions thereof shall control (including in respect of termination rights and closing conditions).

### 3. COVENANTS.

(a) **Operation of DOCHS.** From and after the date hereof until the Termination Date, no DOCHS Member shall engage in any practice, take any action or enter into any transaction outside of the Ordinary Course of Business, and each DOCHS Member shall use best efforts to preserve, intact, the value and all of its rights and interests with respect to the Assets and shall, without limiting the foregoing, (w) preserve and maintain all permits required for the conduct of the DOCHS business or ownership of the Assets, (x) pay its debts, taxes and other obligations when due, (y) maintain its books and records in accordance with past practice and (z) comply in all material respects with all applicable Laws. Without limiting the generality of the foregoing, except (A) with the prior written consent of the Option Holder (in its sole discretion) or (B) as required by Law (as advised in writing by DOCHS' outside counsel), during the period from and after the date hereof until the Termination Date, no DOCHS Member shall:

(i) sell, lease, license, transfer, assign, or otherwise dispose of any Assets (or solicit or undertake any offer for the same) other than in the Ordinary Course of Business;

(ii) enter into any Material Contract, including any material amendment, modification or termination of any such Material Contract, other than in the Ordinary Course of Business;

(iii) change any customary methods of operation in any material respect, other than in the Ordinary Course of Business;

(iv) settle or compromise any Material Proceeding, or enter into any consent, decree, injunction or similar restraint or form of equitable relief in settlement of any Material Proceeding, other than in the Ordinary Course of Business;

(v) impose or permit to be imposed any Lien upon any of the Assets, other than Permitted Liens or Liens imposed in the Ordinary Course of Business;

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<sup>1</sup> Note to Draft: The Asset Purchase Agreement will (i) reflect the general principle that the purchase price payable by the Option Holder is the assumption (or payment) of liabilities of the DOCHS Members and (ii) include closing conditions regarding, e.g., receipt of necessary governmental and third party approvals.

(vi) adopt any plan of merger, consolidation, reorganization, liquidation or dissolution or file any petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;

(vii) incur, assume or guarantee any indebtedness for borrowed money except unsecured current obligations and liabilities incurred in the Ordinary Course of Business;

(viii) amend or otherwise modify its articles of incorporation, bylaws or any of its other similar or applicable organizational documents;

(ix) take any action or fail to take any action that would adversely affect the ability of any DOCHS Member to perform its obligations under this Agreement or to consummate the transactions contemplated by this Agreement (including the execution and consummation of the transactions contemplated by the Asset Purchase Agreement); or

(vii) agree, commit, or otherwise arrange to take or permit the taking of any action described in this Section 3(a), regardless of whether such arrangement is oral, written, or otherwise.

(b) **Provision of Certain Information.**

(i) **Disclosure Schedules to Option Purchase Agreement.** Each DOCHS Member shall have the continuing obligation until the Termination Date to deliver on each annual anniversary of the date hereof to the Option Holder a document representing what would be the disclosure schedules to Article V of the Asset Purchase Agreement if the Asset Purchase Agreement were to be executed on such date. It is understood and agreed that the information included in any such updated disclosure schedules shall not be deemed to be a breach of this Agreement by DOCHS so long as no DOCHS Member has breached any of its obligations or representations under this Agreement.

(ii) **Notices.** Each DOCHS Member shall provide prompt written notice (A) of the occurrence of any Option Trigger Event and (B) in the event such DOCHS Member becomes aware that any of the representations and warranties contained herein was untrue as of the date hereof or becomes untrue at any point after the date hereof and prior to the Termination Date.

**4. REPRESENTATIONS AND WARRANTIES.**

Each DOCHS Member hereby, jointly and severally with the other DOCHS Members, represents and warrants to the Option Holder as follows:

(a) **Authorization.** Each DOCHS Member has full corporate, limited liability company or partnership power and authority, as applicable, to enter into and perform the transactions contemplated by and in connection with this Agreement (including the execution of, and consummation of the transactions contemplated by, the Asset Purchase Agreement).

(b) **Binding Agreement.** All corporate, limited liability company or partnership and other actions, as applicable, required to be taken by each DOCHS Member to authorize the execution, delivery and performance of this Agreement and all transactions contemplated hereby (including the execution of, and consummation of the transactions contemplated by, the Asset Purchase Agreement), have been duly and properly executed, taken or obtained by each DOCHS Member. No other corporate, limited liability company or partnership or other action, as applicable, on the part of any DOCHS Member is necessary to authorize the execution, delivery and performance of the this Agreement or the Asset Purchase Agreement. This Agreement has been duly and validly executed and delivered by each DOCHS Member, and, assuming due and valid execution by, and enforceability against, the Option Holder, constitutes a valid and binding obligation of each DOCHS Member, enforceable in accordance with their respective terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

(c) **Organization and Good Standing.** Except with respect to any DOCHS Member that is a partnership or a limited liability company, each DOCHS Member is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation. Each DOCHS Member that is a partnership or a limited liability company is duly organized and validly existing under the laws of the state of its organization. Each DOCHS Member has full power and authority to own, operate and lease its properties and to carry on its business as now conducted.

(d) **Noncontravention.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions or the performance and satisfaction by the DOCHS Members of their duties and obligations in connection herewith (including the execution of, and consummation of the transactions contemplated by, the Asset Purchase Agreement), will: (a) violate, conflict with or result in a breach of any material provisions under any DOCHS Member's Governance Documents; (b) except for those consents or approvals identified in the Asset Purchase Agreement, require the consent of any Governmental Authority, any non-governmental Person that grants certifications, accreditations or authorizations to hospitals, physicians or medical staff that are in widespread use or which are a prerequisite to professional licensure, medical staff credentialing, or participation in any government reimbursement program or any religious authority to consummate the transactions contemplated hereby; (c) except for those consents or approvals identified in the Asset Purchase Agreement, require the consent of any other Person to consummate the transactions contemplated hereby; (d) result in a breach of any term or provision of, or constitute (with or without notice or lapse of time or both) a default under, any Existing Material Contract or real property lease to which any DOCHS Member is a party or a third party beneficiary, or which are binding on any DOCHS Member or the Assets, or to which the Health Care System or the operation thereof is subject; (e) give any other party to any Existing Material Contract or real property lease a right to cancel or terminate, modify or amend the terms of, or result in an acceleration of the maturity or performance of any obligation under any such Existing Material Contract or real property lease; or (f) result in the creation of any Lien or liability on any material assets of the Health Care System.

(e) **Pro Forma Schedules to Asset Purchase Agreement.** The disclosure schedules attached as Exhibit B include all information that would have been required to be included by DOCHS in the disclosure schedules to the Asset Purchase Agreement had the Asset Purchase Agreement been executed and delivered on the date of this Agreement.

5. **Entire Agreement; Succession and Assignment; No Third-Party Beneficiaries.** This Agreement and the exhibits and the documents referred to in this Agreement contain the entire understanding between the Parties with respect to the transactions contemplated hereby and supersede all prior agreements, understandings, representations and statements, oral or written, between the Parties on the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective personal representatives, heirs, estates, successors and permitted assigns. No DOCHS Member may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of Option Holder. Option Holder may assign any or all of its rights and interests hereunder to one or more of its affiliates or to any other Person. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

6. **Specific Performance.** Each Party acknowledges and agrees that in the event of any actual or threatened breach of the provisions of this Agreement by a Party, in addition to any other remedies available for such breach or threatened breach, the other Parties shall have the right, in addition to any other rights and remedies existing in their favor, to enforce their respective rights and the breaching Party's obligations under this Agreement not only by an action or actions for damages, but also by an action or actions for specific performance, injunction or other equitable relief in order to enforce or prevent any violations (whether anticipatory, continuing or future) any of the provisions of this Agreement, without the necessity of proving irreparable harm or actual damages. If a bond is required to be posted in order for any Party to secure an injunction, the Parties agree that such bond need not exceed the sum of \$1,000.

7. **Severability.** If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The Parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

8. **Term.** The term of this Agreement shall begin on the date hereof and shall continue in full force and effect until the Termination Date.

9. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to the conflicts of law principles thereof. The Parties hereby waive their right to assert in any proceeding involving this Agreement that the law of any other jurisdiction shall apply to such dispute; and the Parties hereby covenant that they shall assert no such claim in any dispute arising under this Agreement. Each Party agrees that any suit, action or proceeding brought by such party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought solely in the United States District Court for the [ ] District of California (and the appellate courts thereof), and if no jurisdiction exists in such federal court, the [ ] Court of the State of California sitting in [ ] (and the appellate courts thereof). Each of the Parties hereto agrees that a final judgment or order in any such suit, action or proceeding may be enforced (in addition to being enforced in the aforementioned courts) in any other jurisdiction by suit, action or proceeding on the judgment or order or in any other manner provided by law. Each Party hereto irrevocably consents to service of process in the manner provided for notices in Section 10. Nothing contained herein will affect the right of any party hereto to serve process in any other manner permitted by law. NO PARTY OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION 9 HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HERETO HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS SECTION 9 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

10. **Notices.** Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when (a) in writing and (b) personally delivered, received by facsimile or overnight courier, or five calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to the Option Holder:

[ ]  
 [ ]  
 [ ]  
 Attention: [ ]  
 Fax: [ ]

Copy to:

[ ]  
 [ ]  
 [ ]  
 Attention: [ ]  
 Fax: [ ]

If to DOCHS (or any DOCHS

Copy to:

Member, individually):

[                    ]	[                    ]
[                    ]	[                    ]
[                    ]	[                    ]
Attention: [                    ]	Attention: [                    ]
Fax: [                    ]	Fax: [                    ]

or at such other address for a Party as such Party may designate by notice hereunder to the other parties.

11. **Amendments.** This Agreement may not be amended other than by a written instrument signed by the Parties hereto.

12. **No Waiver.** Any term, covenant or condition of this Agreement may be waived at any time by the Party which is entitled to the benefit thereof but only by a written notice signed by the Party expressly waiving such term, covenant or condition. The subsequent acceptance of performance hereunder by a Party shall not be deemed to be a waiver of any preceding breach by any other Party of any term, covenant or condition of this Agreement, other than the failure of such other Party to perform the particular duties so accepted, regardless of the accepting Party's knowledge of such preceding breach at the time of acceptance of such performance. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the Parties hereto.

15. **Headings.** The section and other headings contained in this Agreement and the exhibits to this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of the Related Agreements, the Disclosure Schedule and exhibits hereto.

16. **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Unless the context otherwise requires, as used in this Agreement, (a) "including" and its variants mean "including, without limitation" and its variants, and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it, (b) words defined in the singular have the parallel meaning in the plural and vice versa, (c) references to "written" or "in writing" include in electronic form, (d) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement and any Exhibits hereto, (e) all Sections and Exhibits referred to herein are,

respectively, Sections of, and Exhibits to, this Agreement, (f) words importing any gender shall include other genders and (g) a dollar figure (\$) used in this Agreement shall mean United States dollars. Any reference to “days” means calendar days, unless Business Days are expressly specified. A reference to any Person includes such Person’s successors and assigns to the extent such successors or assigns are permitted by the terms of the applicable agreement.

17. **Defined Terms.** As used in this Agreement, the following terms have the meanings specified in this Section 17:

“Business Day” means any day other than a Saturday, a Sunday or a day on which the banks located in Los Angeles or New York City are authorized by Law to be closed.

“Contract” means any contract, agreement, arrangement, commitment, understanding, indenture, instrument, lease, purchase order or license, whether written or oral.

“Existing Material Contract” means each “Material Contract” as defined in that certain Reorganization, Conversion and Disaffiliation Agreement by and among DOCHS, the Option Holder and certain other Persons.

“Governance Documents” means, with respect to any Person, any articles of incorporation, bylaws, charters, operating agreements, partnership agreements, governance agreements, voting agreements, proxies, delegations of authority and other documents and instruments setting forth the corporate (or company or partnership, as the case may be) and legal powers, rights, duties and authorities relating to the governance and management of such Person.

“Governmental Authority” means any federal, state or local or any foreign government, legislature, governmental entity, regulatory, administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“Law” means any federal, state, local, municipal, foreign, international, multinational or other statute or law (including common law), ordinance, rule, treaty, code or regulation and any decree, injunction, judgment, order, ruling, assessment or writ of any applicable Governmental Authority.

“Lien” means, with respect to any property or asset, any mortgage, lien, pledge, restriction on transfer (such as a right of first refusal or other similar right), defect of title, charge, security interest or encumbrance of any kind whatsoever, whether voluntarily incurred or arising by operation of Law or otherwise, in respect of such property or asset.

“Material Contract” means each of the following types of Contracts: [●].

“Material Proceeding” means each of the following types of Proceedings: [●].

“Ordinary Course of Business” means the ordinary course of business and, during the term of the Management Services Agreement, includes any action to the extent directed by the Option Holder or its affiliate that is a party thereto thereunder.

“Outside Date” means December 31, 2024.

“Permitted Liens” means: (a) Liens arising by operation of Law for taxes or other governmental charges not yet due and payable or due but not delinquent or being contested in good faith by appropriate proceedings and for which adequate reserves are made in the financial statements of DOCHS in accordance with GAAP , (b) rights of way, building or use restrictions, exceptions, easements, covenants, variances, reservations and other limitations of any kind, if any, which do not materially impair the ordinary business operations at any particular location constituting part of the Health Care System or for which, in respect of matters affecting title to the real property, title insurance coverage can reasonably be obtained.

“Person” means any natural person, general or limited partnership, corporation, limited liability company, firm, association, trust or other legal entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Proceeding” means any claim, order, suit, complaint, proceeding, arbitration, hearing, inquiry, audit, investigation or other action (whether civil, criminal, administrative or investigative), whether at law or in equity, or otherwise before or by any Governmental Authority, arbitrator or medical review board, and any appeal from any of the foregoing.

“Termination Date” means the later to occur of (a) the Outside Date or (b) in the event the Exercise Notice is delivered on or prior to the Outside Date, the execution of the Asset Purchase Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

[SIGNATURE BLOCKS TO BE INCLUDED]

*[Signature page to Asset Option Agreement]*