

**Exhibit "E"**  
**To**  
**Restructuring, Conversion and Disaffiliation Agreement**  
**Commitment Letter**

See attached.



General Electric Capital Corporation  
Healthcare Financial Services

2 Bethesda Metro Center  
Suite 600  
Bethesda, MD 20814

GE Capital Markets, Inc.

299 Park Avenue  
New York, NY 10171

September 12, 2014

Mr. Jeremy M. Kogler  
Blue Wolf Capital Fund III, L.P.  
One Liberty Plaza, 52nd Floor  
New York, NY 10006  
Email address: [Jeremy@blue-wolf.com](mailto:Jeremy@blue-wolf.com)

Reorganized Daughters of Charity Health System  
\$100,000,000 Revolving Credit Facility  
Commitment Letter

Dear Mr. Kogler:

General Electric Capital Corporation ("GE Capital") hereby commits to provide (directly and/or through one or more of its direct or indirect subsidiaries or affiliates) a \$100,000,000 senior secured credit facility (the "Credit Facilities") to Daughters of Charity Health System (which is currently a California nonprofit religious corporation, but which will become a California nonprofit public benefit corporation pursuant to a transaction (the "Transaction") being sponsored by an affiliate of Blue Wolf Capital Fund III, L.P.) and certain of its operating subsidiaries (collectively, the "Borrower") and to act as administrative agent for the Credit Facilities. The Credit Facilities will be used by the Borrower to repay existing indebtedness, for working capital, and to facilitate closing of the Transaction.

GE Capital's commitment is subject to the terms and conditions set forth herein, in the Summary of Terms attached as Exhibit A (the "Term Sheet" and, together with this letter, the "Commitment Letter") and in the Fee Letter (as defined in the Term Sheet). GE Capital Markets, Inc. (the "Lead Arranger" and, together with GE Capital, the "Commitment Parties") is pleased to act, on such conditions and on the terms herein, in the Term Sheet and in the Fee Letter, as the sole lead arranger and sole bookrunner for the Credit Facilities. Capitalized terms used in the text of this Commitment Letter without definition have the meanings assigned in the Term Sheet.

Syndication.

GE Capital currently intends to hold the full amount of the Credit Facilities as the sole lender. GE Capital may, however, request the Lead Arranger to syndicate, prior to and/or after the execution of definitive documentation for the Credit Facilities (the "Credit Documentation"), all or a portion of the loans and commitments to one or more other lenders (collectively with GE Capital, the "Lenders") pursuant to a syndication managed by the Lead Arranger (the "Syndication Process") on the terms set forth in this Commitment Letter and in the Fee Letter; provided that consummation of the Credit Facilities is not dependent on completion of a Syndication Process. The Lead Arranger may commence the Syndication Process at any time after your acceptance of this Commitment Letter and the Fee Letter. The Lead

Arranger will, in consultation with you, control all aspects of the Syndication Process, including timing, selection of prospective Lenders, the awarding of any titles; the determination of allocations and the amount of fees. You agree that no Lender will be permitted to receive compensation of any kind for its participation in the Credit Facilities, except as expressly provided for in this Commitment Letter or the Fee Letter, without the prior written consent of the Lead Arranger.

Evaluation Material.

You hereby represent (but only to your knowledge with respect to any of the information referred to below that is provided by another person that is not your affiliate) and covenant that (a) all information other than projections ("Projections") and general economic or specific industry information developed by, and obtained from, third-party sources (the "Information") that has been or will be made available to the Commitment Parties and/or the Lenders by you, the Borrower or any of your or its respective affiliates or representatives is or will be complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made and (b) the Projections that have been or will be made available to the Commitment Parties by you, the Borrower or any of your or its respective affiliates or representatives have been or will be prepared in good faith based upon reasonable assumptions (it being understood and agreed that financial projections are not a guarantee of financial performance and actual results may differ from financial projections and such differences may be material). You agree that if at any time prior to the later of the closing of the Credit Facilities and the completion of the Syndication Process, any of the representations in the preceding sentence would be incorrect if the Information or Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement the Information or the Projections, as the case may be, so that such representations will be correct under those circumstances. You understand that in arranging and syndicating the Credit Facilities the Lead Arranger may use and rely on the Information and Projections without independent verification thereof.

You hereby authorize and agree, on behalf of yourself, the Borrower and your and its respective affiliates, that the Information, the Projections and all other information (including third party reports) provided by or on behalf of you, the Borrower and your and its respective affiliates to the Commitment Parties regarding you, the Borrower and your and its respective affiliates, the Transaction and the other transactions contemplated hereby in connection with the Credit Facilities may be disseminated by or on behalf of the Commitment Parties, and made available, to prospective Lenders and other persons, who have agreed to be bound by customary confidentiality undertakings (including "click-through" agreements) and, if applicable, ratings agencies, all in accordance with the Lead Arranger's standard loan syndication practices (whether transmitted electronically by means of a website, e-mail or otherwise, or made available orally or in writing, including at prospective Lender or other meetings). You hereby further authorize the Lead Arranger to download copies of your and the Borrower's logos and agree to use commercially reasonable efforts to obtain authorization to permit the Lead Arranger to download copies of your and the Borrower's logos, from their respective websites and post copies thereof on an IntraLinks<sup>®</sup> or similar workspace and use such logos on any materials prepared in connection with the Syndication Process.

Expenses.

Regardless of whether the Credit Facilities close, you hereby agree to pay upon demand to the Commitment Parties all reasonable fees and expenses (including, but not limited to, (i) all reasonable costs and out-of-pocket expenses of legal counsel and (ii) a field examination fee at the prevailing rate charged by GE Capital incurred by them in connection with this Commitment Letter, the Fee Letter, the Transaction, and the Credit Facilities. So that we may continue our legal and business due diligence

(including all background and reference checks) and field audit, please deliver an underwriting deposit of \$100,000 (the "Underwriting Deposit") in immediately available funds to: GECC/Healthcare RTS Collections, Deutsche Bank Trust Company Americas, New York, NY, ABA# 021001033, Account# 50269534, Reference: Daughters of Charity Health System; Good Faith Deposit. GE Capital will charge the Underwriting Deposit for fees and expenses to be reimbursed as outlined above. It is expressly understood that GE Capital may hereafter require you to replenish the Underwriting Deposit as a condition to GE Capital's agreement to continue to incur the fees and expenses described herein. If the Credit Documentation is executed, your remaining Underwriting Deposit (net of fees and expenses) would be applied toward fees due at closing. In all other circumstances, GE Capital will retain the remaining Underwriting Deposit. Your obligation to reimburse the Commitment Parties for legal costs as set forth above is not subject to the cap set forth in our September 8, 2014 letter to you and such cap shall no longer be applicable.

Confidentiality.

You agree that you will not disclose the contents of this Commitment Letter, the Fee Letter or the Commitment Parties' involvement with, GE Capital's commitment to provide or the Lead Arranger's agreement to arrange the Credit Facilities to any third party (including, without limitation, any financial institution or intermediary) without GE Capital's prior written consent other than to (a) those individuals who are your directors, officers, employees or advisors in connection with the Credit Facilities; provided that this Commitment Letter (but not the Fee Letter) may also be disclosed to the Borrower's equity holders, directors, officers, employees and advisors, and (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law (in which case you agree to inform GE Capital promptly thereof). You agree to inform all such persons who receive information concerning the Commitment Parties, this Commitment Letter or the Fee Letter that such information is confidential and may not be used for any purpose other than in connection with the Transaction and may not be disclosed to any other person. The Commitment Parties reserve the right to review and approve, in advance, all materials, press releases, advertisements and disclosures that contain GE Capital's or any affiliate's name or describe GE Capital's financing commitment or the Lead Arranger's role and activities.

Indemnity.

Regardless of whether the Credit Facilities close, you agree to (a) indemnify, defend and hold each of the Commitment Parties, each Lender, and their respective affiliates and the principals, directors, officers, employees, representatives, agents and third party advisors of each of them (each, an "Indemnified Person"), harmless from and against all losses, disputes, claims, investigations, litigation, proceedings, expenses (including, but not limited to, attorneys' fees), damages, and liabilities of any kind to which any Indemnified Person may become subject in connection with this Commitment Letter, the Fee Letter, the Credit Facilities, the use or the proposed use of the proceeds thereof, the Transaction or any other transaction contemplated by this Commitment Letter (each, a "Claim", and collectively, the "Claims"), regardless of whether such Indemnified Person is a party thereto (and regardless of whether such matter is initiated by a third party, you, the Borrower or any of your or its respective affiliates), and (b) reimburse each Indemnified Person upon demand for all legal and other expenses incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (each, an "Expense"); provided that no Indemnified Person shall be entitled to indemnity hereunder in respect of any Claim or Expense to the extent that the same is found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of such Indemnified Person. No party hereto or any of their respective affiliates shall be liable for any punitive, exemplary, consequential or indirect damages alleged in connection with, arising out of, or relating to, any Claims, this Commitment Letter, the Fee Letter, the

Credit Facilities, the use or the proposed use of the proceeds thereof, the Transaction, and any other transaction contemplated by this Commitment Letter.

Furthermore, you hereby acknowledge and agree that the use of electronic transmission is not necessarily secure and that there are risks associated with such use, including risks of interception, disclosure and abuse. You agree to assume and accept such risks and hereby authorize the use of transmission of electronic transmissions, and that none of the Commitment Parties nor any of their respective affiliates will have any liability for any damages arising from the use of such electronic transmission systems.

*Sharing Information; Absence of Fiduciary Relationship.*

You acknowledge that the Commitment Parties and their affiliates may be providing debt financing, equity capital or other services to other companies with which you may have conflicting interests. You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and any of the Commitment Parties has been or will be created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether the Commitment Parties and/or their respective affiliates have advised or are advising you on other matters and (b) you will not assert any claim against any of the Commitment Parties for breach or alleged breach of fiduciary duty and agree that none of the Commitment Parties shall have any direct or indirect liability to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors.

*Exclusivity.*

You agree that, from the date of execution of the Restructuring, Conversion and Disaffiliation Agreement by New Found Health Holdings, LLC and until such time if any as the Commitment Parties have notified you that they are declining to proceed with the Credit Facilities, the Commitment Parties shall have the sole and exclusive right to pursue the Credit Facilities and you and the Borrower shall not (and shall cause your affiliates not to), without the prior written consent of GE Capital, offer, issue, place, syndicate, or arrange any debt securities or debt facilities in lieu of the Credit Facilities nor attempt or agree or engage someone to do any of the foregoing, announce or authorize the announcement of any of the foregoing, or engage in discussions concerning any of the foregoing.

*Assignments and Amendments.*

This Commitment Letter shall not be assignable by you without the prior written consent of the Commitment Parties (and any purported assignment without such consent shall be null and void), and is solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the Indemnified Persons. GE Capital may assign its commitment hereunder, in whole or in part, to any of its affiliates or to any prospective Lender in connection with the Syndication Process or otherwise; provided that notwithstanding such assignment, with respect to amounts to be funded on the Closing Date, the commitment of GE Capital to fund the Credit Facilities on the terms and conditions set forth in this Commitment Letter and the Fee Letter will be reduced solely to the extent such other Lenders fund their commitments on the Closing Date. Notwithstanding the right to assign the commitments hereunder, GE Capital must retain exclusive control over all rights and obligations with respect to the Credit Facilities prior to close. This Commitment Letter may not be amended or waived except in a written instrument signed by you and the Commitment Parties.

Counterparts and Governing Law.

This Commitment Letter may be executed in counterparts, each of which shall be deemed an original and all of which counterparts shall constitute one and the same document. Delivery of an executed signature page of this Commitment Letter by facsimile or electronic (including "PDF") transmission shall be effective as delivery of a manually executed counterpart hereof.

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Commitment Letter, including, without limitation, its validity, interpretation, construction, performance and enforcement and any claims sounding in contract law or tort law arising out of the subject matter hereof.

Venue and Submission to Jurisdiction.

The parties hereto consent and agree that the state or federal courts located in New York County, State of New York, shall have exclusive jurisdiction to hear and determine any claims or disputes between or among any of the parties hereto pertaining to this Commitment Letter, the Fee Letter, the Credit Facilities, the Transaction, any other transaction relating hereto or thereto, and any investigation, litigation, or proceeding in connection with, related to or arising out of any such matters, provided, that the parties hereto acknowledge that any appeal from those courts may have to be heard by a court located outside of such jurisdiction. The parties hereto expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and hereby waive any objection, which each of the parties may have based upon lack of personal jurisdiction, improper venue or inconvenient forum.

Waiver of Jury Trial.

THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS COMMITMENT LETTER, THE FEE LETTER, THE CREDIT FACILITIES, THE TRANSACTION AND ANY OTHER TRANSACTION RELATED HERETO OR THERETO. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

Survival.

The provisions of this letter set forth under this heading and the headings "Syndication", "Evaluation Material", "Expenses", "Confidentiality", "Indemnity", "Sharing Information; Absence of Fiduciary Relationship", "Assignments and Amendments", "Counterparts and Governing Law", "Venue and Submission to Jurisdiction" and "Waiver of Jury Trial" shall survive the termination or expiration of this Commitment Letter and shall remain in full force and effect regardless of whether the Credit Facilities close or the Credit Documentation shall be executed and delivered; provided that if the Credit Facilities close and the Credit Documentation shall be executed and delivered, (i) the provisions under the heading "Evaluation Material" and "Syndication" shall survive only until the completion of the Syndication Process (as determined by Lead Arranger), and (ii) the provisions under the heading "Expenses", "Confidentiality", "Indemnity", and "Sharing Information; and Absence of Fiduciary Relationship" shall be superseded and deemed replaced by the terms of the Credit Documentation governing such matters.

Integration.

This Commitment Letter and the Fee Letter supersede any and all discussions, negotiations, understandings or agreements, written or oral, express or implied, between or among the parties hereto and their affiliates as to the subject matter hereof.

*Patriot Act.*

The Commitment Parties hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "PATRIOT Act"), each Lender may be required to obtain, verify and record information that identifies the Borrower and each guarantor, which information includes the name, address, tax identification number and other information regarding the Borrower and each guarantor that will allow such Lender to identify the Borrower and each guarantor in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective as to each Lender.

*Acknowledgment of Conditions Precedent.*

Notwithstanding the commitment set forth in this letter, it is understood that consummation of the Credit Facilities will be contingent upon satisfaction of all conditions precedent referred to in the Term Sheet, including GE Capital's satisfactory completion of the due diligence items set forth in the Term Sheet.

[Remainder of page intentionally left blank.]

Please indicate your acceptance of the terms hereof and of the Fee Letter by signing in the appropriate space below and in the Fee Letter and returning to GE Capital on behalf of the Commitment Parties such signature pages by 5:00 p.m., New York time on October 15, 2014 Unless extended in writing by the Commitment Parties, the commitments and agreements of the Commitment Parties contained herein (subject to the provisions under the heading "Survival") shall automatically expire on the first to occur of (a) the date and time referred to in the previous sentence unless you shall have executed and delivered a copy of this Commitment Letter and the Fee Letter, together with the Underwriting Deposit as provided above, (b) 5:00 p.m. New York time on March 10, 2015, (c) execution and delivery of the Credit Documentation and funding of the Credit Facilities and (d) the closing of the Transaction without the use of the Credit Facilities.

Sincerely,

**GENERAL ELECTRIC CAPITAL CORPORATION**

By:   
Name: Jason Dufan  
Title: Duly Authorized Signatory

**GE CAPITAL MARKETS, INC.**

By: 22 **Joe Lee**  
Name: \_\_\_\_\_ **Duly Authorized Signatory**  
Title: Duly Authorized Signatory

AGREED AND ACCEPTED  
ON SEPTEMBER 12, 2014

**BLUE WOLF FUND III, L.P.**

BY: BLUE WOLF CAPITAL ADVISORS III, L.P.  
ITS: GENERAL PARTNER

BY: BLUE WOLF CAPITAL ADVISORS III, LLC  
ITS: GENERAL PARTNER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Summary of Terms and Conditions ("Term Sheet")  
Reorganized Daughters of Charity Health System  
\$100,000,000 Credit Facilities  
September 12, 2014**

*The following is intended to summarize certain basic terms of the proposed financing. It is not intended to be a definitive list of all requirements of the Agent, the Lead Arranger and Lenders in connection with the financing.*

**BORROWER:** Daughters of Charity Health System (as reorganized from a California nonprofit religious corporation to a California nonprofit public benefit corporation) and certain of its operating subsidiaries as determined by Agent (collectively, "Borrower").

**SPONSOR:** Blue Wolf Fund III, L.P. ("Sponsor").

**GUARANTORS:** Guarantors will include (a) the subsidiaries of Borrower, other than certain excluded subsidiaries to be determined by Agent, (b) the management company (New Found Health Management Services, LLC, a Delaware limited liability company), (c) the Sponsor's investment entity for the transaction (New Found Health Investment, LLC, a Delaware limited liability company, and (d) such other affiliated entities as Agent shall determine (collectively, the "Guarantors" and, together with Borrower, the "Credit Parties").

**ADMINISTRATIVE AGENT:** General Electric Capital Corporation ("GE Capital" or "Agent").

**SOLE LEAD ARRANGER AND BOOKRUNNER:** GE Capital Markets, Inc. ("GECM").

**LENDERS:** GE Capital and /or one or more of its direct or indirect subsidiaries or affiliates, and, if elected by GE Capital, and a syndicate of financial institutions arranged by GECM for the portion not held by GE Capital or its subsidiaries/affiliates.

**CREDIT FACILITIES:** A \$100,000,000 revolving credit facility which will include a letter of credit subfacility for up to \$10,000,000 to be provided by an L/C Issuer to be determined (the "LC Subfacility"), and at the discretion of Agent, a swing line subfacility for up to \$10,000,000 (collectively, the "Credit Facilities")

AVAILABILITY:

Availability under the Credit Facilities would be limited to a borrowing base which, based upon GE Capital's due diligence to date, is expected to be up to 85% of Borrower's net amount of eligible accounts receivable. Agent will retain the right from time to time to establish or modify reserves against availability, advance rates, and standards of eligibility and apply liquidity factors.

The LC Subfacility would provide for the issuance of letters of credit for the account of Borrower. If GE Capital is an LC Issuer, GE Capital may elect only to issue letters of credit in its own name and such letters of credit may not be accepted by certain beneficiaries. Outstanding letters of credit will be reserved from availability under the Credit Facilities.

USE OF PROCEEDS:

To provide funds to repay existing indebtedness, for working capital, and to facilitate closing of the Transaction.

TERM:

364 days, subject to four annual renewals at the option of Agent.

INTEREST RATES;  
APPLICABLE MARGIN:

The outstanding principal balance under the Credit Facilities shall bear interest, at Borrower's option, at a fluctuating rate equal to (a) the Base Rate plus an Applicable Margin, or (b) LIBOR plus an Applicable Margin. The initial LIBOR Applicable Margin shall be 3.75% and the initial Base Rate Applicable Margin shall be 2.75%. After the one-year anniversary of the closing date, the Applicable Margins shall be subject to adjustment on a quarterly basis based on a trailing twelve month ("TTM") fixed charge coverage ratio ("FCCR") (to be defined) as follows:

TTM FCCR	LIBOR	Base Rate
>1.5X	2.75%	1.75%
≤1.5X but >1.25	3.25%	2.25%
≤1.25X	3.75%	2.75%

The Base Rate will be a floating rate defined as the highest of (a) the rate last quoted by The Wall Street Journal (or another national publication selected by the Agent) as the U.S. "Prime Rate," (b) the Federal Funds Rate plus 50 basis points, and (c) the sum of one-month LIBOR plus the excess of the LIBOR applicable margin over the Base Rate applicable margin.

LIBOR will be defined as, for each Interest Period, the offered rate per annum for deposits of Dollars for the applicable Interest Period (as defined below) that appears on Reuters Screen LIBOR01 Page as of 11:00 A.M. (London, England time) two (2) Business Days prior to the first day in each Interest Period. If no such offered rate exists, such rate will be the rate of interest per annum, as determined by Agent at which deposits of Dollars in immediately available funds

are offered at 11:00 A.M. (London, England time) two (2) Business Days prior to the first day in such Interest Period by major financial institutions reasonably satisfactory to Agent in the London interbank market for such Interest Period for the applicable principal amount on such date of determination.

Interest Period means, with respect to any LIBOR Rate loan, the period commencing on the Business Day the Loan is disbursed, converted or continued as a LIBOR Rate loan and ending on the date one, two, three or six months thereafter, as selected by the Borrower in its notice of borrowing, conversion or continuation. No more than seven (7) Interest Periods shall be in effect at any time.

No loan may be converted into, or continued as, a LIBOR Rate loan at any time when a default shall have occurred and be continuing.

Interest on Base Rate loans will be payable monthly in arrears on the first day of each calendar month. Interest on LIBOR Rate loans will be payable at the end of each Interest Period and, in addition, at the end of 90 days in the case of a six month Interest Period. All interest on LIBOR Rate loans and on Letters of Credit will be calculated using a 360 day year and actual days elapsed. All interest on Base Rate loans will be calculated using a 365/366 day year and actual days elapsed.

At the election of the Agent or Requisite Lenders, upon the occurrence and during the continuance of a default, the obligations shall bear interest at a default rate of interest equal to an additional two percent (2%) per annum over the rate otherwise applicable and such interest will be payable on demand.

**SECURITY:**

The Agent, for the benefit of itself and the Lenders, shall receive (i) a first priority perfected security interest in all of the following property, whether now existing or hereafter arising, (a) all accounts and other receivables for goods sold or leased or services rendered whether or not earned of the Borrower ("Receivables"); (b) all instruments, chattel paper and other contracts evidencing, or substituted for, any Receivable of the Borrower; (c) all guarantees, letters of credit, security and other credit enhancements for the Receivables of the Borrower; (d) all general intangibles, claims and causes of action in any way relating to any of the Receivables of the Borrower and any investment property held by the Borrower; (e) all deposit accounts, including bank accounts into which any proceeds of Receivables of the Borrower are deposited (including all cash and other funds on deposit therein); (f) all books and records relating to any of the foregoing; (g) all substitutions, replacements, accessions, products or proceeds (including, without limitation, insurance proceeds) of any of the foregoing, and (h) certain property of the Guarantors, as determined by Agent (the "Primary Collateral"), and (ii) a junior priority perfected security interest in certain other assets

as determined by Agent (the "Secondary Collateral" and, together with the Primary Collateral, the "Collateral"). The Primary Collateral will be free and clear of other liens, claims, and encumbrances, except permitted liens and encumbrances acceptable to the Agent (to be set forth in the Credit Facilities Documentation).

Agent's liens and security interests shall be evidenced by documentation reasonably satisfactory to Agent, including search results, collateral releases from prior lenders, and third party waivers.

**CASH MANAGEMENT:**

Customers and other obligors with respect to Primary Collateral would be directed to make all payments to a lockbox/depository account under the control of Agent and at a bank acceptable to Agent and all deposit accounts containing Primary Collateral would be subject to control agreements in favor of Agent having daily sweep mechanisms.

**VOLUNTARY  
PREPAYMENTS:**

The Borrower may voluntarily prepay any loans outstanding under the Credit Facilities, in each case, subject to concurrent payments of any applicable LIBOR breakage costs. Borrower may terminate the Credit Facilities subject to notice requirements and payment of a prepayment fee of 1.0% of the terminated commitment with respect to a termination during the first year following the closing date and a prepayment fee of 0.5% of the terminated commitment with respect to a termination following the first year following the closing date but before the second year following the closing date.

**MANDATORY  
PREPAYMENTS:**

Mandatory prepayments will be required to the extent that the outstanding balance of the Credit Facilities exceeds the borrowing base and upon the disposition of certain assets.

**FEES:**

The fees payable to Agent as specified in the fee letter between Borrower and Agent dated on or about the date hereof (the "Fee Letter").

An Unused Commitment Fee in an amount equal to one-half of one percent (0.50%) per annum on the average unused daily balance of the Credit Facilities (less any outstanding letters of credit) such fee to be paid monthly to the Agent for the account of each of the Lenders under the Credit Facilities on the first day of each calendar month.

Letter of credit fees for all letters of credit under the Credit Facilities in a percentage equal to the Applicable Margin for LIBOR loans applied to the outstanding face amount of all letters of credit, such fee to be paid monthly to the Agent for the account of the respective Lenders on the first day of each calendar month.

Customary letter of credit fees to each L/C Issuer upon the issuance, amendment or extension of letters of credit at the prevailing rates.

Such fees will be due and payable to the Agent for the account of the issuing bank or issuing banks, as the case may be, in respect of such letters of credit.

All fees (other than the Agent's Fee) will be calculated using a 360-day year and actual days elapsed.

**LIBOR BREAKAGE:**

Any payment (or conversion) of a LIBOR loan, other than at the end of its Interest Period, will be subject to customary breakage provisions.

**DOCUMENTATION:**

The loan documents will contain representations and warranties, conditions precedent, affirmative, negative, financial reporting and financial covenants, indemnities, events of default, remedies, and other provisions typical for commercial loan transactions involving not for profit health care enterprises. Transactions between Borrower and its officers, directors, employees and affiliates, including management and Sponsor fees, shall be restricted in a manner acceptable to Agent. The loan documents will include a customary "change of control" provision, modified to reflect the non-profit nature of the Borrower.

**FINANCIAL COVENANTS:**

Financial covenants shall be determined by Agent, but will include minimum days cash on hand and minimum EBITDA

**FINANCIAL STATEMENTS & OTHER REPORTS**

Borrower shall deliver, at a minimum, the following statements and other reports:

- a borrowing base certificate on a monthly basis
- accounts receivable agings on a monthly basis
- field audits, to be delivered on a quarterly basis
- accounts receivable, and accounts payable reconciliations on a monthly basis
- monthly, quarterly, and year end financials
- annual projections

**CONDITIONS TO CLOSING:**

Other terms and conditions include, but are not limited to, the following, each of which shall be satisfactory to Agent and shall be consistent with the financial projections delivered to Agent on September 8, 2014 by the Sponsor (the "Projections"):

- Satisfactory completion of Agent's legal and regulatory due diligence.
- Satisfactory completion of the Transaction, including acquisition of medical office buildings by an affiliate of Sponsor and completion of satisfactory mortgage loan financing.

- Borrower shall have been restructured from a California nonprofit religious corporation to a California nonprofit benefit corporation and the organizational structure of Borrower and the Credit Parties shall be satisfactory to Agent.
- Borrower shall have entered into amended collective bargaining agreements and completed other cost-saving steps that allow Borrower to achieve the labor cost reductions contemplated by the Projections.
- Borrower shall have completed a pension restructuring program satisfactory to Agent.
- Borrower shall have entered into agreements with payors evidencing completion of the revenue enhancement targets set forth in the Projections.
- Agent shall be satisfied that the Transaction has not affected the tax exempt nature or otherwise breached the terms of Borrower's 2005 Bond master indenture and that the terms of such master indenture are consistent with the Projections and the representations made to Agent and Agent shall have received appropriate documentation from any applicable bond trustee with respect to the Credit Facilities.
- Agent shall be satisfied with the terms of the management agreement (which shall include that the management company is engaged in no business other than the management of Borrower and its affiliates) and Agent and the management company shall have entered into an intercreditor and subordination agreement setting forth the circumstances under which the management company may make certain payments and distributions.
- Agent shall be satisfied that Borrower shall have received not less than \$100,000,000 from transactions with Sponsor's affiliate and at least \$55,000,000 of such amount shall have come from an investment made by Sponsor in such affiliate, all of which shall be on terms and conditions acceptable to Agent and Agent shall be satisfied that the management company has been adequately capitalized.
- Agent shall be satisfied that Borrower has obtained a charitable contribution from Borrower's existing sponsor in an amount and on terms and conditions acceptable to Agent.
- Satisfactory completion of (i) background checks and other steps needed to satisfy "know your customer" regulatory

requirements and similar laws and regulations, and (ii) an insurance review.

- Satisfactory collateral examination and clinical examination by Agent or its representatives.
- At closing, Borrower and management company shall have liquidity in an amount and on terms acceptable to Agent.
- Receipt and satisfactory review by Agent of Borrower's audited financial statements for the fiscal year ending June 30, 2014 and of unaudited financial statements for each month thereafter through the closing date.
- The determination by Agent that there shall not have occurred any change, development, or event that has or would reasonably be expected to have a material adverse effect on the operations, business, properties, prospects or condition (financial or otherwise) of Borrower and its subsidiaries taken as a whole.
- The preparation, execution and delivery of a credit agreement and other documents executed in connection therewith (collectively, with the credit agreement, the "Credit Facilities Documentation") mutually acceptable to the Borrower and Agent, incorporating substantially the terms and conditions outlined in this Term Sheet and the absence of any Default or Event of Default under the Credit Facilities Documentation.
- Satisfactory review of all material pending or threatened litigation and proceedings in any court or administrative forum, and any ongoing or threatened investigations or reviews.
- Other conditions precedent specific to the transaction and typical of facilities of this type, including Agent's receipt of satisfactory resolutions and opinions of counsel and an officer's certificate covering such matters (including solvency) as Agent shall determine. All governmental, regulatory and other third-party approvals and consents required by Agent with respect to the proposed transactions shall have been obtained and shall be final and non-appealable.

**ASSIGNMENTS AND PARTICIPATIONS:**

Lenders would have the right at any time to sell and assign interests and sell participations under the Credit Facilities in accordance with customary terms. All assignments of a Lender's interest in the

Credit Facilities will be made via an electronic settlement system designated by Agent.

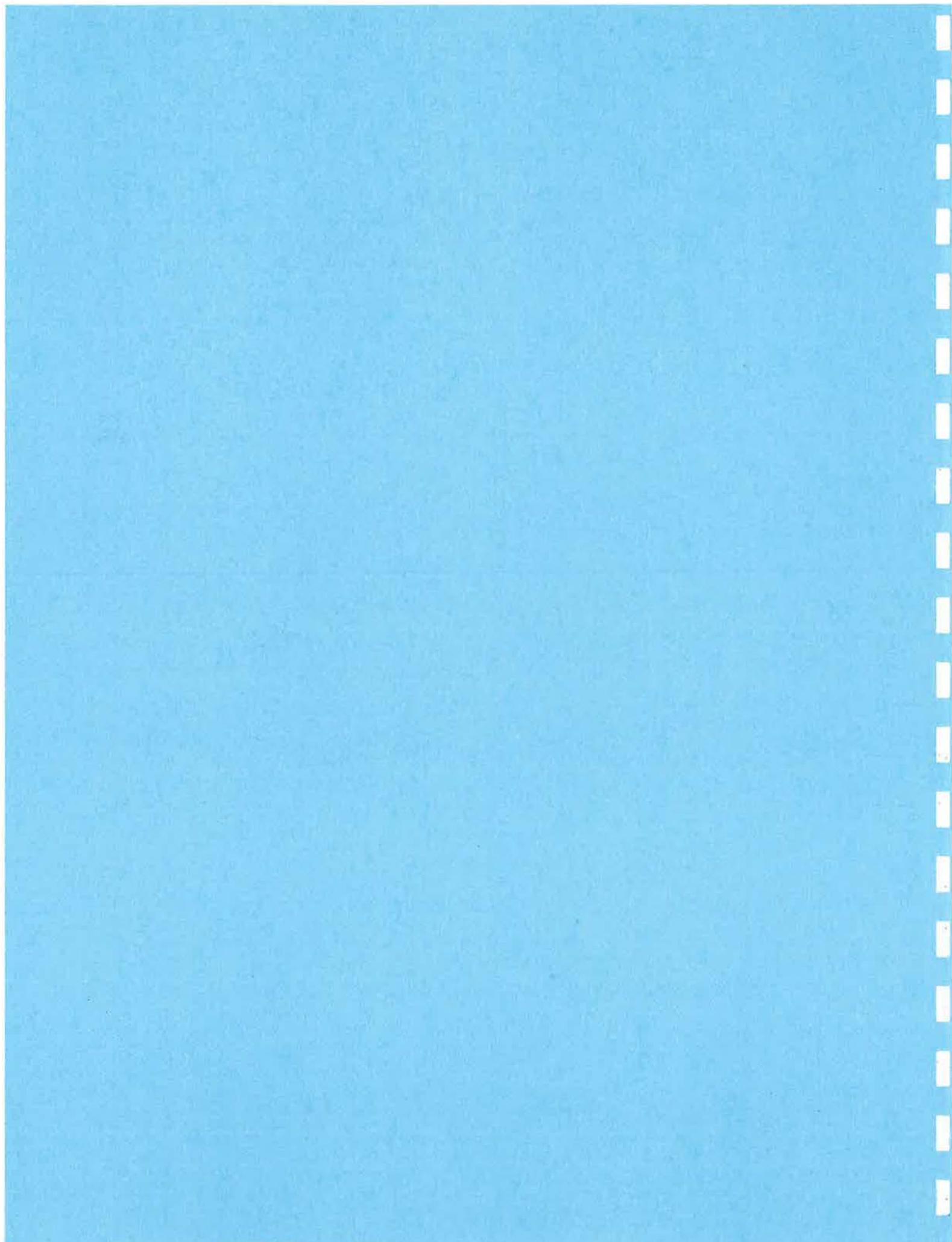
**REQUISITE LENDERS:**

Lenders holding greater than 50% of the loan exposure (including unfunded commitments under the Revolving Credit Facility) under the Credit Facilities.

Certain amendments and waivers may require consent of all Lenders, as appropriate.

**GOVERNING LAW:**

New York.





GE Capital  
Healthcare Financial Services

500 W Monroe Street, Suite 1700  
Chicago, IL 60661

September 12, 2014

Jeremy M. Kogler  
Blue Wolf Capital Fund III, L.P.  
One Liberty Plaza  
52nd Floor  
New York, NY 10006  
Email address: [Jeremy@blue-wolf.com](mailto:Jeremy@blue-wolf.com)

Re: Commitment for Financing of Medical Office Building Portfolio

Dear Mr. Kogler:

General Electric Capital Corporation (“GE Capital”) hereby commits to provide (directly and/or through one or more of its direct or indirect subsidiaries or affiliates) a \$67,500,00 first lien mortgage loan (the “Loan”) to a single purpose entity (the “Borrower”) to be created and owned, directly or indirectly, by Blue Wolf Capital Fund III, L.P. (the “Sponsor”) and to act as administrative agent for the Loan. The Loan will be used by the Borrower, in conjunction with an investment made by the Sponsor, to acquire a portfolio of 11 medical office buildings.

GE Capital’s commitment is subject to the terms and conditions set forth herein and in the Summary of Terms attached as Exhibit A ( the “Term Sheet” and, together with this letter, the “Commitment Letter”) Capitalized terms used in the text of this Commitment Letter without definition have the meanings assigned in the Term Sheet.

Syndication.

GE Capital currently intends to hold the full amount of the Loan as the sole lender. GE Capital may, however, decide to syndicate, prior to and/or after the execution of definitive documentation for the Loan (the “Credit Documentation”), all or a portion of the loans and commitments to one or more other lenders (collectively with GE Capital, the “Lenders”) pursuant to a syndication managed by GE Capital (the “Syndication Process”) on the terms set forth in this Commitment Letter; provided that funding of the Loan is not dependent on completion of a Syndication Process. GE Capital may commence the Syndication Process at any time after your acceptance of this Commitment Letter. GE Capital will, in consultation with you, control all aspects of the Syndication Process, including timing, selection of prospective Lenders, the awarding of any titles, the determination of allocations and the amount of fees. You agree that no Lender will be permitted to receive compensation of any kind for its participation in the Loan without the prior written consent of GE Capital. If determined to be appropriate by GE Capital, the Syndication Process may include splitting the Loan and the security documents into senior and junior priorities, including first and second liens.

Evaluation Material.

You hereby represent (but only to your knowledge with respect to any of the information referred to below that is provided by another person that is not your affiliate) and covenant that (a) all information other than projections (“Projections”) and general economic or specific industry information developed by, and obtained from, third-party sources (the “Information”) that has been or will be made available to GE Capital and/or the Lenders by you, the Borrower or any of your or its respective affiliates or representatives is or will be complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made and (b) the Projections that have been or will be made available to GE Capital by you, the Borrower or any of your or its respective affiliates or representatives have been or will be prepared in good faith based upon reasonable assumptions (it being understood and agreed that financial projections are not a guarantee of financial performance and actual results may differ from financial projections and such differences may be material). You agree that if at any time prior to the later of the closing of the Loan and the completion of the Syndication Process, any of the representations in the preceding sentence would be incorrect if the Information or Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement the Information or the Projections, as the case may be, so that such representations will be correct under those circumstances. You understand that in arranging and syndicating the Loan GE Capital may use and rely on the Information and Projections without independent verification thereof.

You hereby authorize and agree, on behalf of yourself, the Borrower and your and its respective affiliates, that the Information, the Projections and all other information (including third party reports) provided by or on behalf of you, the Borrower and your and its respective affiliates to GE Capital regarding you, the Borrower and your and its respective affiliates may be disseminated by or on behalf of GE Capital, and made available, to prospective Lenders and other persons, who have agreed to be bound by customary confidentiality undertakings (including “click-through” agreements) and, if applicable, ratings agencies, all in accordance with GE Capital’s standard loan syndication practices (whether transmitted electronically by means of a website, e-mail or otherwise, or made available orally or in writing, including at prospective Lender or other meetings). You hereby further authorize GE Capital to download copies of your logos and agree to use commercially reasonable efforts to obtain authorization to permit GE Capital to download copies of the Borrower’s logos, from their respective websites and post copies thereof on an IntraLinks® or similar workspace and use such logos on any materials prepared in connection with the Syndication Process.

Expenses.

Regardless of whether the Loan closes, you hereby agree to pay upon demand to GE Capital all reasonable fees and expenses (including, but not limited to, (i) all reasonable costs and out-of-pocket expenses of legal counsel and (ii) appraisals, title reports, environmental reports, engineering reports, and property inspection) of GE Capital in connection with this Commitment Letter and the Loan. So that we may continue our legal and business due diligence (including all background and reference checks), please deliver an underwriting deposit of \$200,000 (the “Underwriting Deposit”) in immediately available funds per the wire instructions below. GE Capital will charge the Underwriting Deposit for fees and expenses to be reimbursed as outlined above. It is expressly understood that GE Capital may hereafter require you to replenish the Underwriting Deposit as a condition to GE Capital’s agreement to continue to incur the fees and expenses described herein. If the Credit Documentation is executed, your remaining Underwriting Deposit (net of fees and expenses) would be applied toward fees due at closing. In all other circumstances, GE Capital will retain the remaining Underwriting Deposit. Your obligation to reimburse

GE Capital for legal costs as set forth above is not subject to any cap set forth in any previous correspondence between GE Capital (or any of its affiliates) and you and that any such cap shall no longer be applicable.

Confidentiality.

You agree that you will not disclose the contents of this Commitment Letter or GE Capital's involvement with this matter (including, without limitation, any financial institution or intermediary) without GE Capital's prior written consent other than to (a) those individuals who are your directors, officers, employees or advisors in connection with the Loan; provided that this Commitment Letter may also be disclosed to the equity holders, directors, officers, employees and advisors of the seller of the Mortgaged Property, and (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law (in which case you agree to inform GE Capital promptly thereof). You agree to inform all such persons who receive information concerning GE Capital or this Commitment Letter that such information is confidential and may not be used for any purpose other than in connection with the transaction referred to in this letter and may not be disclosed to any other person. GE Capital reserves the right to review and approve, in advance, all materials, press releases, advertisements and disclosures that contain GE Capital's or any affiliate's name or describe GE Capital's financing commitment role and activities.

Indemnity.

Regardless of whether the Loan closes, you agree to (a) indemnify, defend and hold GE Capital, each Lender, and their respective affiliates and the principals, directors, officers, employees, representatives, agents and third party advisors of each of them (each, an "Indemnified Person"), harmless from and against all losses, disputes, claims, investigations, litigation, proceedings, expenses (including, but not limited to, attorneys' fees), damages, and liabilities of any kind to which any Indemnified Person may become subject in connection with this Commitment Letter, the Loan, the use or the proposed use of the proceeds thereof, or any other transaction contemplated by this Commitment Letter (each, a "Claim", and collectively, the "Claims"), regardless of whether such Indemnified Person is a party thereto (and regardless of whether such matter is initiated by a third party, you, the Borrower or any of your or its respective affiliates), and (b) reimburse each Indemnified Person upon demand for all legal and other expenses incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (each, an "Expense"); provided that no Indemnified Person shall be entitled to indemnity hereunder in respect of any Claim or Expense to the extent that the same is found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of such Indemnified Person. No party hereto or any of their respective affiliates shall be liable for any punitive, exemplary, consequential or indirect damages alleged in connection with, arising out of, or relating to, any Claims, this Commitment Letter, the Loan, the use or the proposed use of the proceeds thereof, and any other transaction contemplated by this Commitment Letter.

Furthermore, you hereby acknowledge and agree that the use of electronic transmission is not necessarily secure and that there are risks associated with such use, including risks of interception, disclosure and abuse. You agree to assume and accept such risks and hereby authorize the use of transmission of electronic transmissions, and that neither GE Capital nor any of its affiliates will have any liability for any damages arising from the use of such electronic transmission systems.

Sharing Information: Absence of Fiduciary Relationship.

You acknowledge that GE Capital may be providing debt financing, equity capital or other services to other companies with which you may have conflicting interests. You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and GE Capital has been or will be created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether GE Capital and/or its affiliates have advised or are advising you on other matters and (b) you will not assert any claim against GE Capital for breach or alleged breach of fiduciary duty and agree that GE Capital shall have no direct or indirect liability to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors.

Exclusivity.

You agree that, from the date of execution of the Restructuring, Conversion and Disaffiliation Agreement by New Found Health Holdings, LLC and until such time if any as GE Capital has notified you that it is declining to proceed with the Loan, GE Capital shall have the sole and exclusive right to pursue the Loan and you and the Borrower shall not (and shall cause your affiliates not to), without the prior written consent of GE Capital, offer, issue, place, syndicate, or arrange any debt securities or debt facilities in lieu of the Loan nor attempt or agree or engage someone to do any of the foregoing, announce or authorize the announcement of any of the foregoing, or engage in discussions concerning any of the foregoing.

Assignments and Amendments.

This Commitment Letter shall not be assignable by you without the prior written consent of GE Capital (and any purported assignment without such consent shall be null and void), and is solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the Indemnified Persons. GE Capital may assign its commitment hereunder, in whole or in part, to any of its affiliates or to any prospective Lender in connection with the Syndication Process or otherwise; provided that notwithstanding such assignment, with respect to amounts to be funded on the closing date, the commitment of GE Capital to fund the Loan on the terms and conditions set forth in this Commitment Letter will be reduced solely to the extent such other Lenders fund their commitments on the Closing Date. Notwithstanding the right to assign the commitments hereunder, GE Capital must retain exclusive control over all rights and obligations with respect to the Loan prior to close. This Commitment Letter may not be amended or waived except in a written instrument signed by you and GE Capital.

Counterparts and Governing Law.

This Commitment Letter may be executed in counterparts, each of which shall be deemed an original and all of which counterparts shall constitute one and the same document. Delivery of an executed signature page of this Commitment Letter by facsimile or electronic (including "PDF") transmission shall be effective as delivery of a manually executed counterpart hereof.

The laws of the State of Illinois shall govern all matters arising out of, in connection with or relating to this Commitment Letter, including, without limitation, its validity, interpretation, construction, performance and enforcement and any claims sounding in contract law or tort law arising out of the subject matter hereof.

Venue and Submission to Jurisdiction.

The parties hereto consent and agree that the state or federal courts located in Cook County, State of New Illinois, shall have exclusive jurisdiction to hear and determine any claims or disputes between or among any of the parties hereto pertaining to this Commitment Letter, the Loan, any other transaction relating hereto or thereto, and any investigation, litigation, or proceeding in connection with, related to or arising out of any such matters, provided, that the parties hereto acknowledge that any appeal from those courts may have to be heard by a court located outside of such jurisdiction. The parties hereto expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and hereby waive any objection, which each of the parties may have based upon lack of personal jurisdiction, improper venue or inconvenient forum.

Waiver of Jury Trial.

THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS COMMITMENT LETTER, THE LOAN AND ANY OTHER TRANSACTION RELATED HERETO OR THERETO. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

Survival.

The provisions of this letter set forth under this heading and the headings "Syndication", "Evaluation Material", "Expenses", "Confidentiality", "Indemnity", "Sharing Information; Absence of Fiduciary Relationship", "Assignments and Amendments", "Counterparts and Governing Law", "Venue and Submission to Jurisdiction" and "Waiver of Jury Trial" shall survive the termination or expiration of this Commitment Letter and shall remain in full force and effect regardless of whether the Loan closes or the Credit Documentation shall be executed and delivered; provided that if the Loan closes and the Credit Documentation shall be executed and delivered, (i) the provisions under the heading "Evaluation Material" and "Syndication" shall survive only until the completion of the Syndication Process (as determined by GE Capital), and (ii) the provisions under the heading "Expenses", "Confidentiality", "Indemnity", and "Sharing Information; and Absence of Fiduciary Relationship" shall be superseded and deemed replaced by the terms of the Credit Documentation governing such matters.

Integration.

This Commitment Letter supersedes any and all discussions, negotiations, understandings or agreements, written or oral, express or implied, between or among the parties hereto and their affiliates as to the subject matter hereof.

Patriot Act.

The Commitment Parties hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "PATRIOT Act"), each Lender may be required to obtain, verify and record information that identifies the Borrower and each guarantor, which information includes the name, address, tax identification number and other information regarding the Borrower and each guarantor that will allow such Lender to identify the Borrower and each guarantor in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective as to each Lender.

Acknowledgment of Conditions Precedent.

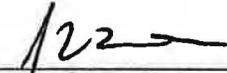
Notwithstanding the commitment set forth in this letter, it is understood that consummation of the Loan will be contingent upon satisfaction of all conditions precedent referred to in the Term Sheet, including GE Capital's satisfactory completion of the due diligence items set forth in the Term Sheet and receipt of necessary internal approvals from GE Capital's credit committee.

[Remainder of page intentionally left blank.]

Please indicate your acceptance of the terms hereof by signing in the appropriate space below and returning your signature page to US by 5:00 p.m., New York time on October 15, 2014 Unless extended in writing by GE Capital, the commitments and agreements of GE Capital contained herein (subject to the provisions under the heading "Survival") shall automatically expire on the first to occur of (a) the date and time referred to in the previous sentence unless you shall have executed and delivered a copy of this Commitment Letter, together with the Underwriting Deposit as provided above, (b) 5:00 p.m. New York time on March 10, 2015, (c) execution and delivery of the Credit Documentation and funding of the Loan, and (d) sale of the Mortgaged Properties without the use of the Loan.

Sincerely,

**GE HEALTHCARE FINANCIAL SERVICES, INC.**

By:   
Name: JEFFREY M. MULHOLLAND  
Title: Duly Authorized Signatory

**Wire Instructions:**

**GE CREDIT CORP (GECC)**

Bank Name: Deutsche Bank Trust Company America  
Bank ABA#: 021001033  
Account Name: GECC/Healthcare RTS Collections  
Account Number: 50269534  
Reference: "Blue Wolf DCHS CA MOB Portfolio"  
Contact: V. Montiel/R. Sherzai/S. Setzekorn

AGREED AND ACCEPTED  
ON SEPTEMBER 12, 2014

**BLUE WOLF FUND III, L.P.**

BY: BLUE WOLF CAPITAL ADVISORS III, L.P.  
ITS: GENERAL PARTNER

BY: BLUE WOLF CAPITAL ADVISORS III, LLC  
ITS: GENERAL PARTNER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Summary of Terms and Conditions (“Term Sheet”)  
Acquisition of Medical Office Buildings from Daughters of Charity Health System  
\$67,500,000 Term Loan  
September 12, 2014**

*The following is intended to summarize certain basic terms of the proposed financing. It is not intended to be a definitive list of all requirements of the Agent, the Lead Arranger and Lenders in connection with the financing.*

**BORROWER:** A single-purpose entity (the “Borrower”) to be formed by Sponsor to acquire the Mortgaged Properties from Daughters of Charity Health System or its affiliates.

**SPONSOR:** Blue Wolf Capital Fund III, L.P. (“Sponsor”).

**GUARANTORS:** The loan will be guaranteed by each entity owning more than 5% of the equity (directly or indirectly) of the Borrower and by an entity or individual acceptable to Agent.

**NON -RECOURSE  
INDEMNITIES:** The Loan would be non-recourse to Borrower and the guarantors, subject to Agent’s standard non-recourse carve-outs and environmental indemnities.

**ADMINISTRATIVE  
AGENT:** General Electric Capital Corporation (“GE Capital” or “Agent”).

**LENDERS:** GE Capital and /or one or more of its direct or indirect subsidiaries or affiliates, and, if elected by GE Capital, and a syndicate of financial institutions arranged by GE Capital for the portion not held by GE Capital or its subsidiaries/affiliates.

**THE LOAN:** A mortgage loan (the “Loan”) of \$67,500,000 consisting of an initial funding (the “Initial Funding”) of \$50,000,000, a holdback for tenant improvements and leasing commissions (the “Holdback”) of \$7,500,000 and an earnout (the “Earnout”) of \$10,000,000.

**THE HOLDBACK:** The Holdback will be available for disbursement to Borrower in connection with tenant improvements and leasing commissions related to new and renewing tenants subject to conditions precedent to be set forth in the loan documents, including (i) no default or event of default has occurred and is continuing and no material adverse change has occurred with respect to the Loan, Borrower, the Mortgaged Property, or any Guarantor; (ii) Borrower shall have provided evidence satisfactory to Agent of a signed lease and funds spent and/or invoices for expenditures on the Mortgaged Property in

an amount not less than the proposed disbursement; (iii) Borrower has met Agent's standard disbursement requirements (e.g., the draw shall be not less than \$25,000, shall not be submitted with 30 days of a previous draw request, the request shall be accompanied by appropriate supporting documentation), (iv) the pro-forma Project Yield (defined as Adjusted Net Operating Income divided by the Loan principal) would equal or exceed 10%, and (v) the pro-forma debt service coverage ratio would equal or exceed 1.25 to 1.00.

"Adjusted Net Operating Income" shall mean EBITDARM (earnings before interest, taxes, depreciation, amortization, rent, and management fees) using current revenue as of the date of measurement and the previous twelve months for operating expenses, but assuming a 4% management fee, a \$0.25 per S.F. per annum replacement reserve, and maximum occupancy of 95%.

THE EARNOUT:

The Earnout will be available for disbursement to Borrower subject to conditions precedent to be set forth in the loan documents, including (i) no default or event of default has occurred and is continuing and no material adverse change has occurred with respect to the Loan, Borrower, the Mortgaged Property, or any Guarantor; (ii) Borrower has met Agent's standard disbursement requirements (e.g., no more than two disbursements and the request shall be accompanied by appropriate supporting documentation), (iii) occupancy at the time of disbursement shall be not less than 95%, (iv) the pro-forma Project Yield would equal or exceed 11%, and (v) the pro-forma debt service coverage ratio would equal or exceed 1.25 to 1.00.

USE OF PROCEEDS:

Facilitate purchase of the Mortgaged Property.

INTEREST RATES:

Borrower may elect to have the Initial Funding bear interest at a fixed rate or a floating rate. The fixed rate would be calculated using a spread of 3.75% over the applicable Treasury swap rate. The floating rate would be the sum of 90-day LIBOR (subject to a floor of 0.50%) plus a spread of 3.75%. Upon advance, the Holdback and the Earnout will bear interest at a floating rate equal to the sum of 90-day LIBOR (subject to a floor of 0.50%) plus a spread of 3.75%. The applicable interest rates would be increased by 5% per annum after the occurrence and during the continuance of an event of default and late payments (beyond a five-day grace period) shall be subject to a late charge equal to 5% of the delinquent installment.

PAYMENTS:

Interest shall be paid monthly on the first day of each month. Interest payments will be computed on the basis of the actual number of days in the year divided by a 360 day year. No principal installments shall be required during the first 18 months after the Initial Funding. Thereafter, principal payments shall be made monthly on the basis of a 30-year amortization of equal principal payments with the remaining balance due on the maturity date.

TERM: The maturity date shall be 60 months from the closing date. All obligations of Borrower shall be due on the maturity date.

FEES: Borrower shall pay (a) an origination fee of 1.0% of the Loan (i.e., \$675,000) on the closing date and (b) a collateral monitoring fee equal to \$150 per building per month payable on the first day of each month.

PREPAYMENT: The Loan may be prepaid in full, but not in part, at any time subject to notice requirements to be specified and payment of the required prepayment premium. For any portions of the Loan bearing interest at a fixed rate, the prepayment premium shall be a yield maintenance make-whole amount calculated using Agent's standard methodology. For any portions of the Loan bearing interest at a floating rate, the prepayment premium shall be an amount equal to 1% of the amount prepaid before the first anniversary of the closing date and 0.50% of the amount prepaid on or after the first anniversary of the closing date, but before the second anniversary of the closing date (with no prepayment premium for floating rate amounts prepaid on or after the second anniversary of the closing date).

REPAIR/MAINTENANCE RESERVES: Borrower will establish escrow accounts with Agent at closing (a) for 100% of immediate repair costs, which shall be funded in full at closing, and (b) for ongoing capital improvements, which shall be funded on a monthly basis (estimated at \$0.25/SF/year). The amount of the reserves shall be determined by Agent based on third party engineering reports from approved engineers. The loan documents will specify criteria for the release of funds in the escrow accounts.

MORTGAGED PROPERTY: The "Mortgaged Property" shall consist of 11 medical office buildings located in Los Angeles, Santa Clara, and San Mateo Counties, California aggregating approximately 416,839 S.F.

COLLATERAL: The Loan will be secured by (a) a deed of trust (the "Mortgage") on the Mortgaged Property, (b) an assignment of all related leases, rents, deposits, letters of credit, income and profits, (c) an assignment/security interest in all assignable licenses, permits, general intangibles, contracts, agreements and personal property relating to the Mortgaged Property, (d) a security interest in all reserve accounts, and (e) such other related personal property as Agent shall determine (collectively, the "Collateral"). Agent's lien on the Collateral shall be perfected and of first priority and the Collateral shall be free and clear of all liens, except permitted liens at the sole discretion Agent.

SINGLE PURPOSE ENTITY: Borrower shall have no other assets, operations or activities other than the Mortgaged Property, and no debts other than the Loan (and routine trade payables) and Borrower's controlling entity (i.e., general partner, managing member, etc.) shall be a single purpose entity that only owns its interest in Borrower. Such limitations shall

be set forth in Borrower's and its controlling entity's organizational documents and in loan document covenants. Borrower shall be structured as bankruptcy remote entity.

CASH MANAGEMENT:

The Mortgaged Property shall be subject to cash management arrangements as determined by Agent.

DOCUMENTATION:

The loan documents will contain representations and warranties, conditions precedent, affirmative, negative, financial reporting and financial covenants, indemnities (including environmental indemnities), events of default, remedies, and other provisions typical for real estate mortgage loans made by Agent. Among other things, the loan documents will provide that (a) Agent shall have the right in its reasonable discretion to approve any change in the manager of the Mortgaged Property or any material change to the management agreement, (b) subordinate debt shall be prohibited, (c) Agent and Lenders shall be held harmless against any claims for brokerage fees, (d) Borrower shall make monthly impound payments for taxes and insurance under certain circumstances, (e) Agent shall have the right to approve the form leases for the Mortgaged Property and to approve all new leases and all lease modifications for the Mortgaged Property for premises in excess of a threshold to be determined by Agent, and (f) Agent shall be entitled to apply proceeds of casualty insurance (or condemnation) either to reduce or satisfy the Loan or to pay costs of restoration, subject to guidelines to be specified.

CONDITIONS TO CLOSING:

Other terms and conditions include, but are not limited to, the following, each of which shall be satisfactory to Agent:

- Satisfactory completion of Agent's legal and regulatory due diligence.
- Agent's receipt of an MAI appraisal of the Property issued in favor of Agent as agent for the Lenders and their respective affiliates, successors and assigns conforming to the requirements of Title XI of the Federal Institutional Reform, Recovery and Enforcement Act of 1989 and the regulations promulgated thereunder.
- Agent shall have determined that (a) the amount of the Loan does not exceed 75% of "as-stabilized" appraised value of the Mortgaged Property, (b) the projected debt service coverage ratio shall equal or exceed 1.25 to 1.00, and (c) Adjusted Net Operating Income (as reasonably adjusted by Agent's internal auditors) shall equal or exceed \$5,050,000.

- Occupancy of the Mortgaged Property shall be not less than 79% and Agent shall, after reviewing the most recent rent roll for the Mortgaged Property, be satisfied with same.
- The ownership structure of Borrower shall be satisfactory to Agent and Agent shall be satisfied that Sponsor shall have the authority to direct the affairs of Borrower.
- The manager of the Mortgaged Property and the terms of the management agreement shall have been approved by Agent and the manager shall have entered into a subordination agreement satisfactory to Agent providing, among other things, for subordination of the management fee to the Loan.
- Agent shall be satisfied that Borrower has paid all applicable tax and insurance payments and that Borrower has fulfilled all insurance requirements of the loan documents.
- Agent shall have received An ALTA (or equivalent) mortgagee policy of title insurance in the maximum amount of the Loan, issued by a title insurance company satisfactory to Agent, in form and with endorsements satisfactory to Agent. Without limitation, such policy shall (a) be in the ALTA 2006 form (deleting arbitration and creditors' rights, if permissible), insuring Agent and its successors and assigns; and (b) include the following endorsements and/or affirmative coverages: (i) ALTA 9 Comprehensive, (ii) Survey, (iii) ALTA 3.1 Zoning (with additional coverage for number and type of parking spaces), (iv) Usury, (v) Doing Business, (vi) Access, (vii) Separate Tax Lot, (viii) Environmental Protection Lien, (ix) Subdivision, (x) Contiguity, (xi) Tax Deed (as applicable), (xii) Mortgage Recording Tax (as applicable), and (xiii) such other endorsements as Agent may reasonably require.
- Agent shall have received a current (dated within the preceding 30 days) "as built" survey of the Mortgaged Property, certified to Agent and the issuer of the title insurance, prepared by a licensed surveyor acceptable to Agent and such title insurer, and conforming to Agent's current standard survey requirements. Without limitation, the minimum requirements for each survey shall be as set forth in the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-4, 6(b), 7(b)(1), 7(c), 8, 9, 10(a) (if applicable), 11(a) (for item 11(a) as to utilities and surface matters only), 13, 14, 15 (if applicable), and 16-18, 19 (if Property is in a potential wetland area), 20 and 21 of Table A thereof, and such other matters as Agent may reasonably request.

- Agent shall have received a current engineering report for the Mortgaged Property, covering, among other matters, heating and cooling systems, roof and structural details and showing no failure of compliance with building plans and specifications, applicable legal requirements (including requirements of the Americans with Disabilities Act) and fire, safety and health standards. As requested by Agent such report shall also include an assessment of the Mortgaged Property's tolerance for earthquake and seismic activity.
- Agent shall have received an environmental engineering report for the Mortgaged Property based upon an investigation concerning the existence of hazardous materials, substances or waste products on or about the Property, and the past or present discharge, disposal, release or escape of any such substances, all consistent with ASTM Standard E 1527-93 (or any successor thereto published by ASTM) and other customary and commercial practice.
- A satisfactory audit shall have been completed by Agent's internal audit team, and a clinical audit with respect to any Mortgaged Property where healthcare services are provided.
- Agent shall have received a zoning report for the Mortgaged Property, prepared by a consultant engaged by Agent at Borrower's expense and in a manner satisfactory to Agent showing that (a) the Mortgaged Property and the operation thereof comply with all legal and zoning requirements, including that all requisite certificates of occupancy, building permits, and other licenses, certificates, approvals or consents required of any governmental authority have been issued without variance or condition, (b) following any casualty, the improvements located on the Property may be reconstructed and the current use thereof restored, and (c) there is no litigation, action, citation, injunctive proceedings or like matter pending or threatened with respect to the validity of such matters.
- Agent shall have received standard extended coverage and all-risk insurance policies, or certificates thereof in form satisfactory to Agent, insuring the Mortgaged Property for the full insurable value thereof on a replacement cost claim recovery basis (without deduction for depreciation or co-insurance) against damage by fire and other hazards as Agent may require, including use and occupancy insurance covering rental income or business interruption in an amount not less than 12 months anticipated gross rental income or gross business savings and commercial general liability

insurance with respect to the Mortgaged Property providing for limits of liability to be determined by Agent for both injury to or death of a person and for property damage per occurrence, and other liability insurance as required by Agent, including professional liability. Agent reserves the right to require the following insurance: boiler and machinery; flood; earthquake/sinkhole; workers compensation; and/or building ordinance. If the Mortgaged Property is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994 (as each such act may be amended or succeeded), insurance shall include coverage against damage by flood.

- Agent shall have determined that all property insurance policies name Agent as mortgagee under a New York (or equivalent) long-form non-contributory endorsement and that all liability insurance designates Agent as an additional insured. All such insurance policies and endorsements shall have been fully paid for and contain such provisions and expiration dates and be in such form and issued by insurance companies licensed to do business in the state in which the Property is located. Agent may require the policy be with a rated company, as determined by Standard & Poor or Best's Rating Guide, with a rating satisfactory to Agent. All such policies shall guarantee at least 30 days' notice to Agent in the event of cancellation, renewal or material change. Blanket policies will be permitted provided Agent receives appropriate endorsements and/or duplicate policies confirming Agent's right to continue coverage on a pro rata pass-through basis and that coverage will not be affected by loss on other properties.
- Agent shall be satisfied that (a) no condemnation or adverse zoning or usage change proceeding shall have occurred or shall have been threatened against the Mortgaged Property; (b) the Mortgaged Property shall not have suffered any significant damage by fire or other casualty which has not been repaired; and (c) no law, regulation, ordinance, moratorium, injunctive proceeding, restriction, litigation, action, citation or similar proceeding or matter shall have been enacted, adopted, or threatened by any third party or governmental authority, which would have, in Agent's judgment, a material adverse effect on Borrower, the Mortgaged Property or Agent with respect to the Loan.

- Agent shall have received evidence that all fees and commissions payable to real estate brokers, mortgage brokers, or any other brokers or agents in connection with the Loan or the Mortgaged Property have been paid.
- Agent shall have received such estoppel certificates and subordination, non-disturbance and attornment agreements from tenants as Agent shall have requested.
- The determination by Agent that there shall not have occurred any change, development, or event that has or would reasonably be expected to have a material adverse effect on the operations, business, properties, prospects or condition (financial or otherwise) of Borrower or the Mortgaged Properties.
- The determination by Agent that there shall not have occurred any material adverse change in market conditions, including, but not limited to, the liquidity of the fixed income market and/or the market for commercial mortgage backed securities, all as determined by Agent in its sole discretion
- Agent shall be satisfied that Sponsor has contributed equity toward acquisition of the Mortgaged Property in an amount satisfactory to Agent.
- The preparation, execution and delivery of a credit agreement and other documents executed in connection therewith mutually acceptable to the Borrower and Agent, incorporating substantially the terms and conditions outlined in this Term Sheet and the absence of any Default or Event of Default under such documents.
- Satisfactory review of all material pending or threatened litigation and proceedings in any court or administrative forum, and any ongoing or threatened investigations or reviews.
- Other conditions precedent specific to the transaction and typical of facilities of this type, including Agent's receipt of satisfactory resolutions and opinions of counsel and an officer's certificate covering such matters (including solvency) as Agent shall determine. All governmental, regulatory and other third-party approvals and consents required by Agent with respect to the proposed transactions shall have been obtained and shall be final and non-appealable.

ASSIGNMENTS AND

PARTICIPATIONS:

Lenders would have the right at any time to sell and assign interests and sell participations under the Loan in accordance with customary terms. All assignments of a Lender's interest in the Loan may be made via an electronic settlement system designated by Agent.

REQUISITE LENDERS:

Lenders holding greater than 50% of the Loan.

Certain amendments and waivers may require consent of all Lenders, as appropriate.

GOVERNING LAW:

Illinois.