

DENTONS US LLP  
303 PEACHTREE STREET, NE, SUITE 5300  
ATLANTA, GEORGIA 30308-3265  
(404) 527-4000

1 SAMUEL R. MAIZEL (Bar No. 189301)  
2 samuel.maizel@dentons.com  
3 DENTONS US LLP  
4 601 South Figueroa Street, Suite 2500  
5 Los Angeles, CA 90017-5704  
6 Telephone: (213) 623 9300  
7 Facsimile: (213) 623 9924

GARY W. MARSH (*pro hac vice*)  
gary.marsh@dentons.com  
DAVID GORDON (*pro hac vice*)  
david.gordon@dentons.com  
DENTONS US LLP  
303 Peachtree Street, Suite 5300  
Atlanta, GA 30308  
Telephone: (404) 527 4000  
Facsimile: (404) 527 4198

8 Attorneys for Debtor  
9 WEST CONTRA COSTA HEALTHCARE  
10 DISTRICT

11  
12 **UNITED STATES BANKRUPTCY COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **OAKLAND DIVISION**

15 In re:  
16 WEST CONTRA COSTA HEALTHCARE  
17 DISTRICT.  
18 Debtor.  
19 Tax ID: 94-6003145

20 Case No. 16-42917 - RLE  
21 Chapter 9  
22 SECOND AMENDED PLAN FOR THE  
23 ADJUSTMENT OF DEBTS DATED JULY 21,  
24 2017

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1 January 11, 2017 [Docket No. 62], as amended by the *Amended Order Pursuant to Bankruptcy*  
2 *Code Section 928(b) Authorizing the Use of Special Revenues to Fund Operations* entered by the  
3 Bankruptcy Court on January 13, 2017 [Docket No. 68]; the *Interim Order Pursuant to*  
4 *Bankruptcy Code Section 928(b) Authorizing Use of Special Revenues to Fund Operations*  
5 entered by the Bankruptcy Court on October 11, 2017 [Docket No. 250], as amended by the *Final*  
6 *Order Granting Second Motion Pursuant to Bankruptcy Code Section 928(b) Authorizing Use of*  
7 *Special Revenues to Fund Operations* entered by the Bankruptcy Court on November 11, 2017  
8 [Docket No. 264]; and, potentially, the *Order Granting Third Motion Pursuant to Bankruptcy*  
9 *Code Section 928(b) Authorizing Use of Special Revenues to Fund Operations*, which may be  
10 entered by the Bankruptcy Court at a future date if necessary. Any individual 928(b) Order shall  
11 be referred to by its sequential number, e.g., First 928(b) Order, Second 928(b) Order, or, if  
12 applicable, Third 928(b) Order.

13 “Ad Valorem Revenues” means all revenues derived by the District from the *ad valorem*  
14 property tax revenues collected by the County on behalf of the District.

15 “Allowed Claim” means a Claim against the District to the extent that:

16 1. A proof of such Claim was:

17 a. Timely filed; or

18 b. Deemed filed because such Claim was included on the District’s *List of Creditors*  
19 *and Claims Pursuant to 11 U.S.C. §§ 924 and 925* filed on November 11, 2016, as amended,  
20 unless such claim was listed therein as disputed, unliquidated, or contingent, and

21 2. Such Claim is:

22 a. Not a Disputed Claim; or

23 b. Allowed, and only to the extent allowed, by the Plan, a compromise approved  
24 pursuant to the Notice Procedure established in Article VI of the Plan, or a Final Order.

25 “AMBAC” means Ambac Assurance Corporation.

26 “AT&T” means New Cingular Wireless d/b/a AT&T Mobility.

27 “Avoidance Actions” means all causes of actions under sections 506(c), 510, 544, 545,  
28 547, 548, 549, 550 and 553 of the Bankruptcy Code, whether or not such actions seek an

1 affirmative recovery or are raised as a defense to or offset against the allowance of a Claim.

2 “Bankruptcy Code” means Title 11 of the United States Code.

3 “Bankruptcy Court” means the United States Bankruptcy Court for the Northern District  
4 of California or, in the event such court ceases to exercise jurisdiction over the Chapter 9 Case,  
5 such court or adjunct thereof which thereafter exercises jurisdiction over the Chapter 9 Case.

6 “Bar Date” means January 31, 2017, the deadline set by the Bankruptcy Court for filing  
7 Proofs of Claims against the District.

8 “Cash” means cash and cash equivalents including, but not limited to, checks and other  
9 similar forms of payment or exchange.

10 “Cell Boxes” means all equipment placed on the roof of the Hospital or on any of the real  
11 property of the Hospital used by Verizon and AT&T for purposes of providing cellular coverage  
12 to their customers.

13 “Cellular Rights Parties” means GTE Mobilnet of California Limited Partnership, d/b/a  
14 Verizon Wireless, Wireless Capital Partners, LLC, MW Cell REIT 1 LLC, and New Cingular  
15 Wireless d/b/a AT&T Mobility.

16 “Certificates” means the 2004 COPs and the 2011 COPs.

17 “Chapter 9 Case” means this Chapter 9 Case filed by the District on October 20, 2016.

18 “Claim” means any right to payment, whether or not such right is reduced to judgment,  
19 liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal,  
20 equitable, secured, or unsecured; or any right to an equitable remedy for breach of performance, if  
21 such breach gives rise to a right to payment, whether or not such right to an equitable remedy is  
22 reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or  
23 unsecured.

24 “CNA” means the California Nurses Association.

25 “CNA Claim” means the claims in the amount of \$5,119,006.00 held by CNA with  
26 respect to obligations owed by the District to CNA pursuant to that certain Memorandum of  
27 Understanding between the District and the California Nurses Association dated June 14, 2011 as  
28 further described in the proof of claim filed by CNA [Claim No. 235].

1 “Committee” means the Official Committee of Unsecured Creditors appointed in the  
2 Chapter 9 Case on March 21, 2017, as amended on May 17, 2017, pursuant to section 1102(a) of  
3 the Bankruptcy Code, as it may be reconstituted from time to time.

4 “Confirmation” means entry of the Confirmation Order.

5 “Confirmation Hearing” means the hearing to determine whether the Bankruptcy Court  
6 will confirm the Plan, scheduled for December 21 and 22, 2017, at 9:30 a.m. Pacific Time in the  
7 Courtroom of the Honorable Roger L. Efremsky, Courtroom 201 at 1300 Clay Street, Oakland,  
8 California, 94612.

9 “Confirmation Order” means the order of the Bankruptcy Court, as entered, confirming  
10 the Plan.

11 “COPs Amortization Table” shall mean the Schedule attached as “Exhibit C” to the  
12 Disclosure Statement setting forth the regularly scheduled payments to be made by the  
13 Reorganized District to the COPs Holders pursuant to this Plan.

14 “COPs Documents” means all documents entered into by and between the District, the  
15 Trustee, and WCCHD Financing Corporation in connection with the 2004 COPs and 2011 COPs  
16 including, without limitation, the Installment Sale Agreements dated July 1, 2004, and December  
17 1, 2011, between the District and WCCHD Financing Corporation and the Trust Agreements  
18 dated July 1, 2004, and December 1, 2011, among the District, the Trustee and WCCHD  
19 Financing Corporation.

20 “COPs Holders” means the 2004 COPs Holders and the 2011 COPs Holders.

21 “County” means the County of Contra Costa.

22 “Crown Castle” means Wireless Capital Partners, LLC and MW Cell REIT 1 LLC.

23 “Crown Castle Successor Lease” means all rights of Crown Castle under those certain  
24 Purchase and Sale of Easement and Lease and Successor Lease documents dated July 6, 2005,  
25 including, without limitation, any easements related thereto.

26 “Cure Payment” means a Claim asserted by the nondebtor party to an executory contract  
27 or unexpired lease that is assumed by the Reorganized District (and listed on Exhibit A to this  
28

1 Plan) on account of any defaults under such contract or lease, pursuant to sections 365(b)(1)(A),  
2 (B) and (C) of the Bankruptcy Code, as a condition to the assumption of such contract or lease.

3 “Designated Responsible Individual” means the District’s Board of Directors and each  
4 member of District’s staff, including consultants and independent contractors, who have served  
5 the District during the pendency of the Chapter 9 case, including: William van Dyk, Deborah  
6 Campbell, Irma Anderson, Nancy Casazza, Beverly Wallace, Eric Zell, Kathy D. White, Harold  
7 Emahiser, Julie Ahr Johnson, Bobbie Ellerston, and Vickie Scharr.

8 “Disclosure Statement” means the *First Amended Disclosure Statement for the Plan for*  
9 *the Adjustment of Debts Dated July 21, 2016* filed contemporaneously herewith.

10 “Disputed Claim” means any claim that: (1) was listed on the *District’s List of Creditors*  
11 *and Claims Pursuant to 11 U.S.C. §§ 924 and 925* [Docket No. 21], as amended, as contingent,  
12 unliquidated, or disputed; or (2) that is or becomes the subject of a claim objection by the District  
13 or by any other party in interest.

14 “Disputed Claims Reserve” has the meaning described in Sections 6.2 and 6.6.1 of this  
15 Plan.

16 “Distribution(s)” means the Cash or property to be distributed to holders of Allowed  
17 Claims in accordance with the Plan.

18 “District” means the West Contra Costa Healthcare District, a subdivision of the State of  
19 California, formed in 1948.

20 “EDD” means the Employment Development Department of the State of California.

21 “Effective Date” means: the first business day following the closing of the sale of the  
22 Hospital to LRC; and, in any event, the Reorganized District shall file a Notice of Effective Date  
23 with the Bankruptcy Court and serve it on all parties in interest upon the occurrence of the  
24 Effective Date.

25 “Ex Parte Order” means the *Order Granting Ex Parte Application for Order:*  
26 *(1) Directing and Approving Form of Notice; (2) Setting Deadline for Filing Objections to*  
27 *Petition; (3) Setting Deadline for Filing List of Creditors; (4) Setting Deadline for Filing Proofs*  
28

1 of Claims; and (5) Limiting Notice entered by the Bankruptcy Court on October 25, 2016 [Docket  
2 No. 12].

3 “Excess Parcel Tax Proceeds” means all Parcel Tax Revenues paid to the Trustee under  
4 the COPs Documents that are not necessary to make payments to the COPs Holders during the  
5 immediate calendar year under the schedule set forth in the COPs Amortization Table.

6 “Final Order” means an order or judgment of the Bankruptcy Court as to which: (i) the  
7 time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to  
8 which no appeal, petition for certiorari, or proceedings for reargument or rehearing shall then be  
9 pending; or (ii) in the event that an appeal, writ of certiorari, reargument or rehearing thereof has  
10 been sought, such order or judgment of the Bankruptcy Court shall have been affirmed by the  
11 highest court to which such order or judgment was appealed, or from which reargument or  
12 rehearing was sought, or certiorari has been denied, and the time to take any further appeal,  
13 petition for certiorari or move for reargument or rehearing shall have expired.

14 “Hospital” means Doctors Medical Center in San Pablo, California, formerly known as  
15 Brookside Hospital, and all of the real property upon which Doctors Medical Center is located.

16 “LAFCO” means the Contra Costa Local Agency Formation Commission.

17 “Lien” means charge against or interest in property to secure payment of a debt or  
18 performance of an obligation.

19 “Local 39” means the Stationary Engineers Local 39 Pension Trust Fund, the Stationary  
20 Engineers Local 39 Health and Welfare Trust Fund and the Stationary Engineers Apprenticeship  
21 and Training Trust Fund.

22 “Local 39 Class 5 Claim” means a claim for \$943.00 [Claim No. 246].

23 “Local 39 Claim” means a claim for \$483,691.11 [Claim No. 240].

24 “Local 39 Pension Claim” means a claim for \$354,108.53.

25 “Local 39 Health Claim” means a claim for \$106,626.61.

26 “LRC” means Lytton Rancheria of California.

27 “Matrix” means MG Trust Company, LLC d/b/a Matrix Trust Company, as trustee of the  
28 WCCHD Successor Pension Plan Trust or any successor trustee selected by the District or the

1 Reorganized District.

2 “Mid-America” means MidAmerica Administrative & Retirement Solutions, as benefits  
3 administrator for the beneficiaries of the CNA Claim.

4 “Non-Classified Claims” means Claims of the type that the Bankruptcy Code provides  
5 shall not be put into classes. These Claims are described in Article III of the Plan.

6 “Notice of Commencement” means the *Notice of Commencement of Case Under Chapter*  
7 *9, Notice of Automatic Stay, Notice of Deadline for Filing Objections to the Petition, Notice of*  
8 *Deadline for Filing Proofs of Claims, and Related Orders* approved by the Bankruptcy Court  
9 pursuant to the *Ex Parte* Order.

10 “Order for Relief” means the *Order for Relief Pursuant to 11 U.S.C. § 921* entered by the  
11 Bankruptcy Court on January 11, 2017 [Docket No. 61].

12 “Parcel Tax” means the special parcel tax approved by the voters of the District at a  
13 special election held on June 8, 2004.

14 “Parcel Tax Revenues” means all revenues derived from the Parcel Tax.

15 “Patient Records Order” means the *Order Authorizing the Disposal of Patient Records*  
16 entered by the Bankruptcy Court on January 18, 2017.

17 “Petition Date” means October 20, 2016.

18 “Plan” means this Second Amended Plan for the Adjustment of Debts filed by the District  
19 on July 21, 2017, as it may be amended from time to time.

20 “*Pro Rata*” means proportionately so that the ratio of the value of the Distribution on  
21 account of an Allowed Claim in a class to the aggregate Distributions on account of all Allowed  
22 Claims in the class is the same as the ratio of such Allowed Claim to the aggregate amount of all  
23 Allowed Claims in the class.

24 “Record Date” means the date as of which it will be determined for the purpose of Federal  
25 Rule of Bankruptcy Procedure 3018: (a) which holders of Claims will be entitled to vote to  
26 accept or reject the Plan and receive a ballot; and (b) whether Claims have been properly assigned  
27 or transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote  
28

1 as the holder of the Claim. The Record Date is July 31, 2017 or such other date reflected on the  
2 DTC participant listed provided to the District by the Trustee if different than July 31, 2017.

3 “Reorganized District” means the District on and after the Effective Date of the Plan.

4 “Tax Sharing Agreements” shall mean all agreements between the District and the County  
5 regarding the allocation of *Ad Valorem* Revenues between the District and County including,  
6 without limitation, the Second Amendment to Amended and Restated Second Agreement for  
7 Property Tax Transfer from West Contra Costa Healthcare District to Contra Costa County dated  
8 May 3, 2016, and the First Amendment to Third Agreement for Property Tax Transfer from West  
9 Contra Costa Healthcare District to Contra Costa County dated May 3, 2016.

10 “Trustee” means U.S. Bank, National Association, not in its individual capacity but as  
11 Trustee for the COPs Holders under the COPs Documents.

12 “Trustee Administrative Claim” means the aggregate amount advanced by the Trustee to  
13 the District under the 928(b) Orders.

14 “Unclaimed Property” means any Cash (together with any interest earned thereon) that is  
15 unclaimed on the sixtieth (60th) day following a Distribution. Unclaimed Property shall include:  
16 (a) checks (and the funds represented thereby) that have been returned as undeliverable without a  
17 proper forwarding address; (b) funds for checks that have not been cleared for deposit within  
18 sixty (60) days after a Distribution; and (c) checks (and the funds represented thereby) that were  
19 not mailed or delivered because of the absence of a proper address to which to mail or deliver  
20 such checks. The date of a Distribution to the holder of an Allowed Claim shall be the date of the  
21 check issued to such holder.

22 “Verizon” means GTE Mobilnet of California Limited Partnership, d/b/a Verizon  
23 Wireless.

24 “WCCHD Successor Pension Plan” means the West Contra Costa Healthcare District  
25 Successor Retirement Plan.

26 **1.2 Interpretation, Rules of Construction, Time.**

27 **1.2.1 Interpretation.** A term used but not defined herein, but defined in either the  
28 Disclosure Statement, the Bankruptcy Code, or the Federal Rules of Bankruptcy Procedure, has

1 the meaning given to that term in the Disclosure Statement, the Bankruptcy Code, or in the  
2 Federal Rules of Bankruptcy Procedure, unless the context of the Plan clearly requires otherwise.

3 **1.2.2 Time.** In computing any period of time prescribed or allowed by the Plan, the  
4 provisions of Rule 9006(a) of the Federal Rules of Bankruptcy Procedure shall apply.

## 5 **ARTICLE II.**

### 6 **DESIGNATION OF CLASSES OF CLAIMS**

#### 7 **SPECIFICATION OF STATUS AS IMPAIRED OR UNIMPAIRED**

8 All Claims (except Non-Classified Claims treated under Article III of this Plan) are placed  
9 in the following classes pursuant to section 1122 of the Bankruptcy Code:

#### 10 **2.1 Secured Claims of the COPs Holders (Class 1).**

11 Class 1 consists of the Claims of the COPs Holders secured by the Parcel Tax Revenues  
12 of the District. Class 1 is impaired under section 1124 of the Bankruptcy Code.

#### 13 **2.2 Unsecured Claim and Contractual Rights of the County Under the Tax Sharing** 14 **Agreements (Class 2).**

15 Class 2 consists of the Allowed Unsecured Claim of the County and the contractual rights  
16 of the County under the Tax Sharing Agreements. Class 2 is impaired under section 1124 of the  
17 Bankruptcy Code.

#### 18 **2.3 WCCHD Successor Pension Plan Claims (Class 3).**

19 Class 3 consists of the holders of all claims against the District under the WCCHD  
20 Successor Pension Plan. Class 3 is unimpaired under section 1124 of the Bankruptcy Code.

#### 21 **2.4 CNA Claim (Class 4).**

22 Class 4 consists of the claim held by CNA against the District pursuant to that certain  
23 Memorandum of Understanding between the District and CNA dated June 14, 2011. Class 4 is  
24 impaired under section 1124 of the Bankruptcy Code.

#### 25 **2.5 General Unsecured Claims (Class 5).**

26 Class 5 consists of the holders of all general unsecured claims against the District other  
27 than the claims of the County, EDD, Local 39 in Class 7, the WCCHD Successor Pension Plan  
28 Claims, and the CNA Claim. Class 5 is impaired under section 1124 of the Bankruptcy Code.

1 **2.6 EDD Claim (Class 6).**

2 Class 6 consists of the claim of EDD, filed by EDD as a priority unsecured claim in the  
3 amount of \$1,664,785.23 [Claim No. 314]. Class 6 is impaired under section 1124 of the  
4 Bankruptcy Code.

5 **2.7 Local 39 Claim (Class 7).**

6 Class 7 consists of the Local 39 Claim in the amount of \$483,691.11 [Claim No. 240].  
7 Class 7 is impaired under section 1124 of the Bankruptcy Code.

8 **ARTICLE III.**

9 **TREATMENT OF NON-CLASSIFIED CLAIMS**

10 In accordance with section 1123(a)(1) of the Bankruptcy Code, the following Claims  
11 (“Non-Classified Claims”) are not classified under the Plan. Non-Classified Claims are treated in  
12 the following manner:

13 **3.1 General Administrative Claims.**

14 Except as provided otherwise in this Article III and with respect to the Trustee  
15 Administrative Claim, which is addressed in Section 4.1.6 of this Plan, the holders of Non-  
16 Classified Claims that are Allowed Claims entitled to priority under section 507(a)(2) of the  
17 Bankruptcy Code, including entities entitled to payment pursuant to section 503 of the  
18 Bankruptcy Code, will receive Cash in the amount of such Allowed Claims or in such amounts as  
19 the District and the holders of such Allowed Claims shall agree on the later of: (a) sixty (60) days  
20 after the Effective Date; (b) the date such Non-Classified Claims become Allowed Claims; or (c)  
21 at such time as the District and the holders of such Allowed Claims shall agree. Non-Classified  
22 Claims shall include Claims of governmental units for taxes or duties.

23 **3.2 Professional Fees.**

24 Professionals employed by the District and the Committee will receive Cash on account of  
25 fees and expenses incurred from the Filing Date through the Effective Date in the amount  
26 approved by the Reorganized District within sixty (60) calendar days of the Effective Date. The  
27 Reorganized District reserves the right to object to the fees and expenses of the Committee.  
28

1 **ARTICLE IV.**

2 **TREATMENT OF CLAIMS**

3 Only the Allowed Claims in Classes 1, 2, 4, 5, 6 and 7 are impaired and entitled to vote  
4 under the Plan.

5 **4.1 Class 1 (Secured Claims of the COPs Holders)** The secured claim of the 2004 COPs  
6 Holders shall be allowed in the amount of \$16,370,000.00 or such other amount as is actually  
7 outstanding as of the Effective Date. The secured claim of the 2011 COPs Holders shall be  
8 allowed in the amount of \$39,620,000.00 or such other amount as is actually outstanding as of the  
9 Effective Date.

10 The secured claims of the COPs Holders shall be paid in full with interest under the Plan.  
11 Payments of principal and interest shall be made to the COPs Holders pursuant to the COPs  
12 Documents, as modified by this Plan, and the Plan shall not modify the applicable interest rates or  
13 maturity dates under the COPs Documents. The Trustee and COPs Holders shall retain their lien  
14 on the Parcel Tax Revenues in order to secure the Reorganized District's payment obligations  
15 under the Plan until such obligations have been indefeasibly paid in full. In connection with the  
16 settlement with U.S. Bank and AMBAC, attached as Exhibit 1 are updated plan projections,  
17 which reflect the material terms of the settlement set forth in this Section 4.1.

18 **4.1.1 Establishment and Application of the 2004 DSRF.**

19 (a) On the Effective Date, the District shall establish the 2004 DSRF from  
20 funds held by the Trustee on the Effective Date, including any funds from repayment of the  
21 Trustee Administrative Claim necessary for the Trustee to have sufficient funds on the Effective  
22 Date as set forth in Section 4.1.6. The 2004 DSRF shall be held in a money market deposit  
23 account.

24 (b) In connection with a refunding of the 2004 COPs as described in Section  
25 4.1.3, the District directs the Trustee, immediately prior to the refunding, to use all amounts held  
26 in or credited to the 2004 DSRF on the date of refunding, to early redeem 2004 COPs in the  
27 inverse order of maturity so that long-dated 2004 COPs shall be redeemed first, and so that the  
28

1 principal balance of the 2004 COPs to be refunded will be net of the 2004 DSRF having been  
2 used toward early redemption of 2004 COPs.

3 (c) If the 2004 COPs have not been refunded in full within nine (9) months  
4 after the Effective Date, the District directs the Trustee, on July 1, 2019, to use all amounts held  
5 in or credited to the 2004 DSRF on July 1, 2019 to, early redeem 2004 COPs in the inverse order  
6 of maturity so that long-dated 2004 COPs shall be redeemed first.

7 (d) At all times prior to the use of the 2004 DSRF for full refunding or partial  
8 early redemption of 2004 COPs, the District shall keep the 2004 DSRF evergreen as described  
9 more fully herein. In the event that the 2004 DSRF is used for the purpose of full refunding or  
10 partial early redemption of 2004 COPs, the District shall not be required to replenish the 2004  
11 DSRF. The 2004 DSRF can be used only for partial early redemption of 2004 COPs, full  
12 refunding of the 2004 COPs, curing a payment default, or payment of the Trustee's fees and  
13 expenses. If any of the 2004 DSRF is used to cure a payment default or pay the Trustee's fees  
14 and expenses, the District shall replenish the 2004 DSRF within sixty (60) days after notice by the  
15 Trustee.

16 **4.1.2 Establishment and Application of the 2011 DSRF.**

17 (a) On the Effective Date, the District shall establish the 2011 DSRF from  
18 funds held by the Trustee on the Effective Date, including any funds from repayment of the  
19 Trustee Administrative Claim necessary for the Trustee to have sufficient funds on the Effective  
20 Date as set forth in Section 4.1.6. The 2011 DSRF shall be held in a money market deposit  
21 account.

22 (b) In connection with a refunding of the 2011 COPs as described in Section  
23 4.1.4 prior to July 1, 2021, all amounts held in or credited to the 2011 DSRF at that time shall be  
24 placed into escrow and applied as set forth in Section 4.1.4. If the 2011 COPs have not been  
25 refunded by July 1, 2021, the District directs the Trustee on July 1, 2021 to use all amounts held  
26 in or credited to the 2011 DSRF on July 1, 2021 to early redeem 2011 COPs in the inverse order  
27 of maturity so that long-dated 2011 COPs shall be redeemed first.

1 (c) At all times prior to the use of the 2011 DSRF for full refunding or partial  
2 early redemption of 2011 COPs, the District shall keep the 2011 DSRF evergreen as described  
3 more fully herein. In the event that the 2011 DSRF is used for the purpose of full refunding or  
4 partial early redemption of 2011 COPs, the District shall not be required to replenish the 2011  
5 DSRF. The 2011 DSRF can be used only for partial early redemption of 2011 COPs, full  
6 refunding of the 2011 COPs, curing a payment default, or payment of the Trustee's fees and  
7 expenses. If any of the 2011 DSRF is used to cure a payment default or pay the Trustee's fees  
8 and expenses, the District shall replenish the 2011 DSRF within sixty (60) days after notice by the  
9 Trustee.

10 **4.1.3 Refunding the 2004 COPs.**

11 The District shall make commercially reasonable efforts to refund all of the 2004 COPs in  
12 full as soon as reasonably possible after the Effective Date. The principal amount of any  
13 refunding of the 2004 COPs shall be for no more than the then-outstanding principal balance of  
14 the 2004 COPs, plus the transaction costs associated with the refunding. If only the 2004 COPs  
15 (but not the 2011 COPs) are refunded, the maturity of any obligations issued to refund the 2004  
16 COPs (the "2004 Refunding Obligations") cannot be later than the current scheduled maturities of  
17 the 2004 COPs. The annual dollar amount of the debt service payments under the 2004  
18 Refunding Obligations shall average at least one hundred thousand dollars (\$100,000) per year  
19 for the life of the 2004 Refunding Obligations less than the remaining annual debt service  
20 payments on the 2004 COPs from the time of the refunding to the maturity of the 2004 COPs.  
21 The 2004 Refunding Obligations shall have the same lien priority on Parcel Tax Revenues as the  
22 2004 COPs and such lien priority shall be pari passu with the lien of the 2011 COPs on Parcel  
23 Tax Revenues.

24 **4.1.4 Refunding the 2011 COPs.**

25 The District shall make commercially reasonable efforts to refund all of the 2011 COPs in  
26 full as soon as reasonably possible after the Effective Date. The principal amount of any  
27 refunding of the 2011 COPs shall be for no more than the then-outstanding principal balance of  
28 the 2011 COPs, plus the transaction costs associated with the refunding. If only the 2011 COPs

1 (but not the 2004 COPs) are refunded, the maturity of any obligations to refund the 2011 COPs  
2 (the “2011 Refunding Obligations”) cannot be later than the current scheduled maturities of the  
3 2011 COPs. The annual dollar amount of the debt service payments under the 2011 Refunding  
4 Obligations shall average at least one hundred thousand dollars (\$100,000) per year for the life of  
5 the 2011 Refunding Obligations less than the remaining debt service payments on the 2011 COPs  
6 from the time of the refunding to the maturity of the 2011 COPs. The 2011 Refunding  
7 Obligations shall have the same lien priority on Parcel Tax Revenues as the 2011 COPs and such  
8 lien priority shall be pari passu with the lien of the 2004 COPs on Parcel Tax Revenues. To the  
9 extent the District is able to refund the 2011 COPs prior to July 1, 2021: (a) the proceeds of the  
10 refunding of the 2011 COPs and all amounts held in or credited to the 2011 DSRF shall be placed  
11 in escrow; and (b) regularly scheduled debt service payments on the 2011 COPs shall be made  
12 from the escrowed funds until July 1, 2021, at which time the balance of the 2011 COPs shall be  
13 redeemed in full from the remaining escrowed funds.

14 **4.1.5 Payment of Parcel Tax Revenues to the Trustee.**

15 All Parcel Tax Revenues shall be paid by the County to the Trustee until the 2004 COPs  
16 and the 2011 COPs have been indefeasibly paid in full. The District shall not direct the County to  
17 pay any Parcel Tax Revenues to the District until the 2004 COPs and the 2011 COPs have been  
18 indefeasibly paid in full. The Trustee shall remit a portion of the Excess Parcel Tax Proceeds to  
19 the District as set forth in the COPs Documents, as modified by this Plan.

20 **4.1.6 Funds to be Retained by Trustee on Effective Date; Funds to be Remitted by**  
21 **Trustee to the District on Effective Date; Effective Date Funds to be Remitted**  
22 **by Trustee to the District on August 1, 2018 or As Soon Thereafter As**  
23 **Reasonably Practicable.**

24 On the Effective Date, the Trustee shall remit to the District the balance of funds held by  
25 the Trustee on the Effective Date after retaining: (i) moneys to fund the 2004 DSRF and the 2011  
26 DSRF; plus (ii) the difference (estimated at \$177,500) between the amount of the July 1, 2018  
27 debt service payment for the 2004 COPs and the 2011 COPs, and the projected Parcel Tax  
28 Revenues that the Trustee reasonably expects to receive from the County between January 1,

1 2018 and July 1, 2018; plus (iii) \$100,000; plus (iv) an amount sufficient to pay the outstanding  
2 and unpaid fees and expenses of the Trustee, including legal fees and expenses; plus (v) \$475,000  
3 to pay the fees and expenses of Ambac. In calculating the amount of funds on the Effective Date  
4 to be retained by the Trustee and the amount of funds to be remitted to the District, the amount of  
5 the proceeds of the sale of the Hospital to LRC to be paid to the Trustee in satisfaction of the  
6 Trustee Administrative Claim shall be determined based on the amount of funds to be retained by  
7 the Trustee on the Effective Date set forth in the first sentence of this Section 4.1.6. On August 1,  
8 2018 or as soon thereafter as is practicable, assuming the July 1, 2018 debt service payment have  
9 been made in full, the Trustee shall remit to the District whatever portion of the foregoing  
10 \$177,500 and \$100,000 was not used toward making the July 1, 2018 debt service payment for  
11 the 2004 and 2011 COPs.

12 **4.1.7 Application of Excess Parcel Tax Proceeds Until 2004 COPs Have Been**  
13 **Refunded or Indefeasibly Paid In Full.**

14 (a) So long as (i) the 2004 DSRF and the 2011 DSRF, to the extent applicable,  
15 are fully funded, and (ii) subject to the provisions of Section 4.1.9, until the 2004 COPs have been  
16 refunded in full or indefeasibly paid in full, and excepting the 2004 DSRF and the 2011 DSRF,  
17 Excess Parcel Tax Proceeds shall be shared between the District and early redemption of the 2004  
18 COPs as set forth below in this Section 4.1.7. If at any time (i) the 2004 DSRF and the 2011  
19 DSRF, to the extent applicable, are not fully funded, or (ii) the District is not entitled to any  
20 Excess Parcel Tax Proceeds under Section 4.1.9, then, so long as all of the 2004 COPs have not  
21 been indefeasibly paid in full, Excess Parcel Tax Proceeds shall be used only for early redemption  
22 of the 2004 COPs as set forth in Section 4.1.7(b) in the inverse order of maturity so that long-  
23 dated 2004 COPs shall be redeemed first.

24 (b) Beginning August 1, 2019 or as soon thereafter as is practicable and  
25 continuing through August 1, 2021 or as soon thereafter as is practicable, the Trustee shall remit  
26 to the District on August 1, 2019, 2020, and 2021 (or as soon thereafter each August 1 as is  
27 practicable), all annual Excess Parcel Tax Proceeds received by the Trustee after August 1, 2018  
28 through July 31, 2021. Beginning August 1, 2022 or as soon thereafter as is practicable, and

1 continuing until all the 2004 COPs and 2011 COPs are refunded or paid in full, the Trustee shall  
2 remit to the District, so long as the Trustee receives at least \$1.3 million per year in Excess Parcel  
3 Tax Proceeds, \$300,000 in annual Excess Parcel Tax Proceeds each August 1 or as soon  
4 thereafter as is practicable. To the extent that Excess Parcel Tax Proceeds received by the Trustee  
5 in any year are less than \$1.3 million, the amount the Trustee remits to the District on August 1 of  
6 such year shall be the amount in excess of \$1 million. Further, to the extent that the Trustee  
7 receives more than \$1.3 million per year in Excess Parcel Tax Proceeds, the Trustee shall remit to  
8 the District from the amount exceeding \$1.3 million on August 1 of each year or as soon  
9 thereafter as is practicable the following amounts (for avoidance of doubt the following amounts  
10 are in addition to the \$300,000 set forth above): (a) If the 2004 COPs are not refunded by  
11 December 31, 2018, fifty percent (50%) of the annual 2004 Early Redemption Interest Savings  
12 through July 1, 2025 (estimated to be a total of \$957,000, comprised of \$104,500 on each of July  
13 1, 2020, 2021, and 2022; \$159,500 on July 1, 2023; \$214,500 on July 1, 2024; and \$269,500 on  
14 July 1, 2025) (for avoidance of doubt, no other debt service savings of principal or interest  
15 resulting from the early redemption of the 2004 COPs or the 2011 COPs shall be remitted to the  
16 District); and (b) if the 2004 COPs (but not the 2011 COPs) are refunded, the annual interest  
17 savings resulting from the refunding until the 2004 Refunding Obligations are paid in full  
18 (estimated to be between \$100,000 and \$200,000 per year) (for avoidance of doubt, no debt  
19 service savings of principal or interest resulting from the early redemption of the 2011 COPs shall  
20 be remitted to the District). For the portion of the annual Excess Parcel Tax Proceeds that are not  
21 to be remitted to the District in accordance with the prior sentences of this Section 4.1.7, and  
22 independent of applying the 2004 DSRF and the 2011 DSRF to early redemption as set forth in  
23 Sections 4.1.1 and 4.2.2, (i) if the 2004 COPs are not refunded by July 1, 2019, beginning July 1,  
24 2020, the District directs the Trustee to use the other fifty percent (50%) of the 2004 Early  
25 Redemption Interest Savings through July 1, 2025 to early redeem the 2004 COPs in the inverse  
26 order of maturity so that long-dated 2004 COPs shall be redeemed first, and (ii) the District  
27 directs the Trustee to use all remaining Excess Parcel Tax Proceeds to early redeem 2004 COPs  
28 in the inverse order of maturity so that long-dated 2004 COPs shall be redeemed first each year

1 starting on July 1, 2022 and continuing until all the 2004 COPs are refunded or paid in full, and  
2 then to early redeem 2011 COPs in the inverse order of maturity so that long-dated 2011 COPs  
3 are redeemed first as set forth in Section 4.1.8. If the 2004 COPs are not refunded prior to July 1,  
4 2022, beginning July 1, 2022, and continuing until the 2004 COPs have been refunded or fully  
5 repaid, and independent of applying the fifty percent (50%) of the 2004 Early Redemption  
6 Interest Savings through July 1, 2025 and the 2004 DSRF to early redemption as set forth above  
7 in this Section 4.1.7 and in Section 4.1.1 above, the District directs the Trustee to use all annual  
8 Excess Parcel Tax Proceeds not remitted to the District as set forth above in this Section 4.1.7 to  
9 early redeem only the 2004 COPs. Thereafter, application of Excess Parcel Tax Proceeds shall be  
10 governed by Section 4.1.8 below. For the avoidance of doubt, no early redemptions of the 2004  
11 COPs shall occur unless there are sufficient funds to pay the annual interest and principal due on  
12 the 2004 COPs and the 2011 COPs, and such early redemptions shall be subordinate to payment  
13 of the required regularly scheduled annual interest and principal payments due on the 2004 COPs  
14 and 2011 COPs.

15 **4.1.8 Application of Excess Parcel Tax Proceeds After 2004 COPs Have Been**  
16 **Refunded or Indefeasibly Paid In Full.**

17 (a) So long as (i) the 2011 DSRF, to the extent applicable, is fully funded, and  
18 (ii) subject to the provisions of Section 4.1.9, once the 2004 COPs have been refunded in full or  
19 indefeasibly paid in full, and continuing until the 2011 COPs have been refunded in full or  
20 indefeasibly paid in full, and excepting the 2011 DSRF, Excess Parcel Tax Proceeds shall be  
21 shared between the District and early redemption of the 2011 COPs as set forth below in this  
22 Section 4.1.8. If at any time (i) the 2011 DSRF, to the extent applicable, is not fully funded, or  
23 (ii) the District is not entitled to any Excess Parcel Tax Proceeds under Section 4.1.9, then, once  
24 all of the 2004 COPs have been indefeasibly paid in full and so long as all of the 2011 COPs have  
25 not been indefeasibly paid in full, the District directs the Trustee to use Excess Parcel Tax  
26 Proceeds only for early redemption of the 2011 COPs as set forth in Section 4.1.8(b) in the  
27 inverse order of maturity so that long-dated 2011 COPs shall be redeemed first.  
28

1 (b) Beginning on the later of July 1, 2022, or the refunding in full or  
2 repayment in full of the 2004 COPs, and continuing until the 2011 COPs have been refunded in  
3 full or indefeasibly paid in full, and independent of applying the 2011 DSRF as set forth in  
4 Section 4.1.2, the District directs the Trustee to use all Excess Parcel Tax Proceeds not remitted to  
5 the District in accordance with Section 4.1.7 to early redeem the 2011 COPs in the inverse order  
6 of maturity so that long-dated 2011 COPs shall be redeemed first. For the avoidance of doubt, no  
7 early redemptions of the 2011 COPs shall occur unless there are sufficient funds to pay the annual  
8 interest and principal due on the 2004 COPs and the 2011 COPs, and such early redemptions shall  
9 be subordinate to payment of the required regularly scheduled annual interest and principal  
10 payments due on the 2004 COPs and 2011 COPs.

11 **4.1.9 COPs Documents Remain In Effect; Additional Events of Default and**  
12 **Remedies.**

13 The COPs Documents and all the provisions thereof shall remain in full force and effect  
14 except as modified by this Plan. To the extent of any inconsistency between the COPs  
15 Documents and this Plan, this Plan shall control. The District shall have until sixty (60) days  
16 after the Effective Date to cure its failure to provide 2016 audited financial statements. The  
17 Trustee waives the Event of Default under the COPs Documents caused by the filing of the  
18 Chapter 9 Case and any other Event of Default (as defined in the COPs Documents) existing as of  
19 November 8, 2017. In addition to the defaults, Events of Default, and remedy provisions of the  
20 COPs Documents, the following shall constitute additional Events of Default under the COPs  
21 Documents resulting in (a) the District no longer having any right to receive distributions of any  
22 Excess Parcel Tax Proceeds, (b) the Trustee retaining all Excess Parcel Tax Proceeds for  
23 application to redemption of the COPs in the inverse order of maturity so that long-dated COPs  
24 shall be redeemed first in accordance with the provisions of this Plan, and (c) Ambac and the  
25 Trustee having the right to seek judicial relief, including injunctive relief: (i) the District's  
26 issuance of a direction to the County in violation of Section 4.1.5 of this Plan; (ii) a default in the  
27 District's obligation to replenish the 2004 DSRF or the 2011 DSRF after notice and a sixty (60)  
28 day right to cure; (iii) a default in connection with any payments of principal or interest on the

1 2004 COPs or the 2011 COPs, or the early redemption payments provided for in Sections 4.1.7  
2 and 4.1.8 of this Plan, or (iv) any failure to comply with any provision of Section 4.1 of this Plan  
3 other than those described in (i), (ii), or (iii) of this Section 4.1.9 after notice and a sixty (60) right  
4 to cure (for avoidance of doubt, the District shall have no right to cure period for any defaults  
5 under subsections (i) or (iii) of this Section 4.1.9).

6 **4.1.10 Payment of the Fees and Expenses of the Trustee and Ambac.**

7 On the Effective Date, the District shall pay (i) Ambac's fees and expenses, including the  
8 fees and expenses of Ambac's outside counsel, in the amount of \$475,000, in full satisfaction of  
9 any claim of Ambac against the District for payment of fees and expenses; and (ii) any unpaid  
10 fees and expenses of the Trustee, including the fees and expenses of the Trustee's outside  
11 counsel, through and including the Effective Date, in accordance with, and from funds retained by  
12 the Trustee under, Section 4.1.6.

13 **4.1.11 Cooperation Regarding Potential Third 928(b) Order; Consequences of**  
14 **Failure of Court To Confirm Plan or Sale of Hospital to Close.**

15 Ambac and the Trustee shall consent to a final Second 928(b) Order conditioned on the  
16 Bankruptcy Court not denying confirmation of the Second Amended Plan, and work with the  
17 District on a third 928(b) Order if necessary to provide sufficient funding for the District beyond  
18 December 31, 2017, subject to agreement among Ambac, the Trustee and the District in terms of  
19 purpose, scope, time and amount. If the sale of the Hospital to LRC does not close on or before  
20 the expiration of the 928(b) Orders, or if the Bankruptcy Court does not confirm the Plan, the  
21 District, the Trustee and Ambac reserve the right to seek appropriate relief from the Bankruptcy  
22 Court.

23 **4.2 Class 2 (Unsecured Claim and Contractual Rights of the County Under the Tax**  
24 **Sharing Agreements).**

25 The County holds an unsecured claim against the District in the amount of \$436,265.01.  
26 The County's claim shall be an Allowed Unsecured Claim. The County shall receive one  
27 distribution in the amount of \$218,132.50 on account of its Allowed Unsecured Claim within  
28 twenty-four (24) months of the Effective Date.

1 The County also holds certain rights with respect to the District *Ad Valorem* Revenues  
2 pursuant to the Tax Sharing Agreements. Pursuant to the Tax Sharing Agreements, the District  
3 assigned to the County certain of the District's right to receive certain of its *Ad Valorem*  
4 Revenues in exchange for financial and other support provided to the District by the County.  
5 The County's rights under the Tax Sharing Agreements shall remain unaltered by the Plan.

6 **4.3 Class 3 (WCCHD Successor Pension Plan Claims).**

7 The District owes certain obligations under the WCCHD Successor Pension Plan to  
8 retirees who are holders of WCCHD Successor Pension Plan Claims. All such claims shall be  
9 Allowed Claims under the Plan. On the Effective Date, the Reorganized District shall assume all  
10 rights and responsibilities of the District under the WCCHD Successor Pension Plan. The  
11 WCCHD Successor Pension Plan Trust shall continue to be administered by Matrix, who shall act  
12 as disbursement agent for all payments to be made to beneficiaries under the Plan. Within thirty  
13 (30) days of the Effective Date, the Reorganized District shall transfer \$4 million to Matrix in  
14 order to fund the WCCHD Successor Pension Plan. Thereafter, the District shall transfer \$1  
15 million to Matrix each year until the WCCHD Successor Pension Plan is fully funded.  
16 Notwithstanding the foregoing, the Reorganized District, in consultation with its financial advisor  
17 and the actuary and other professionals who advise the District with respect to the WCCHD  
18 Successor Pension Plan, reserves the right to alter the timing of contributions to the WCCHD  
19 Successor Pensions Plan, provided, however, that the claims of holders of WCCHD Successor  
20 Pension Plan Claims shall at all times remain unimpaired. Notwithstanding the foregoing,  
21 nothing contained herein is intended to modify, alter, amend, or otherwise change the terms of the  
22 trust agreement entered into by WCCHD and PW Trust Company (to which Matrix is an  
23 assignee) and the obligations of the parties thereunder, nor is it intended to impose any additional  
24 obligations or liabilities on the part of Matrix, whether to the District, the Reorganized District  
25 and any or all beneficiaries/retirees of the WCCHD Successor Pension Plan.

26 **4.4 Class 4 (CNA Claim).**

27 The District owes certain obligations to CNA on behalf of nurses who formerly worked at  
28 the Hospital and who are or were members of CNA pursuant to that certain Memorandum of

1 Understanding between the District and CNA dated June 14, 2011. CNA has filed a claim for  
2 \$5,119,006.00 [Claim No. 235]. The CNA Claim shall be paid \$2,500,000 over nine years  
3 without interest in equal, annual payments of \$250,000 in years 1 through 7 and \$375,000 in  
4 years 8 and 9. Additionally, the \$212,292.13 in funds currently held by MidAmerica shall be  
5 available to pay the CNA Claim. MidAmerica, or another administrator selected by CNA, shall  
6 serve as the disbursing agent for all payments to be made to the nurses who are the beneficiaries  
7 of the CNA Claim.

8 **4.5 Class 5 (General Unsecured Claims).**

9 Class 5 consists of all holders of Allowed Unsecured Claims other than claims held by the  
10 County, EDD, Local 39 in Class 7, CNA, and holders of WCCHD Successor Pension Claims.  
11 Class 5 consists primarily of trade creditors and workers compensation claimants and the Local  
12 39 Class 5 Claim. The aggregate claimed liability of Class 5 creditors, before objections, is  
13 approximately \$10,500,000. The holders of Allowed Claims in Class 5 will receive their *pro rata*  
14 share of \$6 million in three (3) installments over three (3) years following the Effective Date but  
15 in no event shall they receive money in excess of the full amount of their Allowed Claim. As set  
16 forth below, the Plan enables the District to file objections to claims at any time within 180 days  
17 after the Effective Date. The District shall not object to the Local 39 Class 5 Claim. To the  
18 extent a Class 5 Claim is not an Allowed Claim on the date that is 180 days after the Effective  
19 Date, such claim will receive its *pro rata* share of the \$6 million paid to Class 5 Claims at the  
20 time and to the extent such claim becomes an Allowed Claim. Until the total allowed amount of  
21 all Class 5 Claims is determined, the Reorganized District may delay payment or make adequate  
22 reserves prior to payment of any Allowed Class 5 Claims.

23 **4.6 Class 6 (EDD Claim).**

24 Class 6 consists of the claim of EDD, filed by EDD as a priority unsecured claim in the  
25 amount of \$1,664,785.23 [Claim No. 314]. The EDD Claim includes penalties and interest of  
26 \$341,089.13. The Reorganized District shall pay the EDD Claim, less the penalties and interest,  
27 over a two (2) year period following the Effective Date in two (2) equal installments of  
28 \$661,848.05, which payments shall be in full satisfaction of the EDD Claim.

1 **4.7 Class 7 (Local 39 Claim).**

2 The Local 39 Pension Claim shall be paid in full over ten (10) years in annual installments  
3 of \$35,410.81. The Local 39 Health Claim shall be paid at a 50% discount over nine (9) years in  
4 annual installments of \$5,923.70. The liquidated damages in the Local 39 Health Claim and  
5 auditing testing fee asserted in the Local 39 Claim in the aggregate amount of \$22,955.97 shall  
6 not be paid but otherwise the District shall not object to the Local 39 Pension Claim or the Local  
7 39 Health Claim.

8 **ARTICLE V.**

9 **FUTURE OF THE DISTRICT**

10 **5.1 Creation of the Reorganized District.**

11 Upon the Effective Date, the District, as discharged in the manner set forth in Paragraph  
12 7.1 below, shall be reorganized into the Reorganized District.

13 **5.2 Governance of the Reorganized District.**

14 The Reorganized District shall remain a separate and distinct legal entity and shall  
15 continue to be governed by its Board of Directors. After the Effective Date, the Reorganized  
16 District will work with the County to sponsor special legislation that will replace District board  
17 elections and an elected board with a governing body appointed by the County Board of  
18 Supervisors. This change in governance would also accommodate a change in management of  
19 the Reorganized District from independently employed staff to an arrangement with the County  
20 such that existing County Health Services administrative staff and resources could cover the  
21 administrative needs of the Reorganized District.

22 **5.3 Repayment of Creditors.**

23 Following the Effective Date, the Reorganized District will focus its operations on making  
24 the payments to creditors envisaged by the Plan.

25 **5.4 Return to Provision of Healthcare Services.**

26 Following the Effective Date, to the extent of available cash after payment of all liabilities  
27 assumed under the Plan, the Reorganized District intends on resuming providing healthcare  
28 services to the residents of the District and County. At this time the nature, timing and cost of

1 such healthcare services has not been determined, however, at all times the Reorganized District  
2 will first satisfy its obligations under the Plan before expending money on healthcare services.

3 **ARTICLE VI.**

4 **MEANS FOR IMPLEMENTATION OF THE PLAN**

5 **6.1 Sale of the Hospital.**

6 The District has entered into a contract with LRC to sell the Hospital to LRC for \$13  
7 million. Pursuant to the Plan, the Hospital will be sold to LRC free and clear of liens, claims, and  
8 encumbrances, including any liens, claims, or encumbrances of the Cellular Rights Parties, for  
9 \$13 million pursuant to, *inter alia*, Sections 1123(a)(5), 1123(b)(4) and (6) and 105 of the  
10 Bankruptcy Code. The Reorganized District shall be authorized to close the sale of the Hospital  
11 to LRC and to execute such documents as necessary to close the sale and to pay any closing  
12 expenses, commissions, and taxes as required.

13 The District and AT&T have agreed to a compromise that is set forth in this paragraph.  
14 AT&T shall no later than thirty (30) days after entry of the Confirmation Order execute a  
15 quitclaim deed in a form to be agreed to between the District and AT&T substantially in the form  
16 attached hereto as Exhibit 2, which quitclaim deed shall provide for the release of any interest in  
17 or lien on the Hospital effective as of March 30, 2018, or such earlier date as agreed to by AT&T  
18 in its sole discretion. Such quitclaim deed shall be held in escrow pending the closing of the sale  
19 of the Hospital to LRC and shall not be released from escrow or recorded until: (i) April 2, 2018,  
20 or thereafter, provided, however, that if AT&T expressly so agrees in writing in its sole  
21 discretion, the quitclaim deed may be released from escrow and recorded prior to April 2, 2018,  
22 with AT&T's consent; and (ii) the AT&T Temporary License (as defined below) has been  
23 executed by the District and LRC and delivered to AT&T, if AT&T has so requested pursuant to  
24 this paragraph. As adequate protection of the interests of AT&T: (1) upon closing of the sale of  
25 the Hospital to LRC, the District shall direct the escrow agent to pay AT&T \$332,000 out of the  
26 sale proceeds of the Hospital; and (2) if AT&T is unable to secure any other location for its Cell  
27 Box on or before March 30, 2018, the District and LRC shall, at the request of AT&T made on or  
28 before March 15, 2018, execute and deliver a temporary license in favor of AT&T on the terms

1 described in Exhibit 3 and in substantially the form attached hereto as Exhibit 3 (the “AT&T  
2 Temporary License”). For avoidance of doubt, even if AT&T is unable to secure any other  
3 location for its Cell Box on or before March 30, 2018, (i) the release from escrow for recording of  
4 the quitclaim deed shall not be delayed beyond April 2, 2018, provided that LRC has delivered to  
5 AT&T the AT&T Temporary License, if timely requested, and (ii) AT&T’s removal or  
6 abandonment of its Cell Box from the Hospital as described in the last sentence of this paragraph  
7 shall not be delayed beyond March 30, 2018. The agreement described in this paragraph,  
8 including AT&T’s right to remain on the Hospital property until March 30, 2018, and the  
9 payment to AT&T set forth herein shall be in full satisfaction of any claims between AT&T and  
10 the District related to the 1986 AT&T Lease and the AT&T Lease Extension (each as defined in  
11 the Crown Castle Settlement Agreement attached as Exhibit A to Docket No. 183) or otherwise  
12 related to AT&T’s possession of space at the Hospital. While the District does not believe it is  
13 party to an executory contract or unexpired lease with AT&T (which characterization AT&T  
14 disputes), AT&T, in exchange for the agreement described in this paragraph, including AT&T’s  
15 right to remain on the Hospital property until March 30, 2018, and subject to its receipt of the  
16 payment made by the District to AT&T in accordance with this Section 6.1, shall waive any  
17 rejection damages or rights under Section 365 of the Bankruptcy Code. For the avoidance of  
18 doubt, after March 30, 2018, AT&T shall incur no further obligations to the District or Crown  
19 Castle arising from the 1986 AT&T Lease and the AT&T Lease Extension (including, without  
20 limitation, any obligation to pay future rent or other expenses) or otherwise related to AT&T’s  
21 possession of space at the Hospital. In the event the sale of the Hospital to LRC does not close on  
22 or before April 2, 2018, and AT&T has complied with its obligations set forth in this paragraph  
23 6.1, AT&T shall be granted an allowed administrative claim in the amount of \$332,000 and shall  
24 be entitled to be paid such administrative claim from the proceeds of the sale of the Hospital to  
25 any other party. AT&T shall remove its Cell Box from the Hospital roof or abandon it on or  
26 before March 30, 2018.

27 The District and Verizon have agreed to a compromise that is set forth in this paragraph.  
28 Verizon shall no later than thirty (30) days after entry of the Confirmation Order execute a

1 quitclaim deed in a form to be agreed to between the District and Verizon substantially in the  
2 form attached hereto as Exhibit 2, which quitclaim deed shall provide for the release of any  
3 interest in or lien on the Hospital effective as of March 30, 2018, or such earlier date as agreed to  
4 by Verizon in its sole discretion. Such quitclaim deed shall be held in escrow pending the closing  
5 of the sale of the Hospital to LRC and shall not be released from escrow or recorded until April 2,  
6 2018, or thereafter, provided, however, that if Verizon expressly so agrees in writing in its sole  
7 discretion, the quitclaim deed may be released from escrow and recorded prior to April 2, 2018,  
8 with Verizon's consent. As adequate protection of the interests of Verizon, upon closing of the  
9 sale of the Hospital, the District shall direct the escrow agent to pay Verizon \$300,000 out of the  
10 sale proceeds of the Hospital. For the avoidance of doubt, the release from escrow for recording  
11 of the quitclaim deed shall not be delayed beyond April 2, 2018, and Verizon's removal or  
12 abandonment of its Cell Box from the Hospital as described in the last sentence of this paragraph  
13 shall not be delayed beyond March 30, 2018, even if Verizon is unable to secure any other  
14 location for its Cell Box on or before March 30, 2018. The agreement described in this  
15 paragraph, including Verizon's right to remain on the Hospital property until March 30, 2018, and  
16 the payment to Verizon set forth herein, shall be in full satisfaction of any claims between  
17 Verizon and the District related to the Verizon Sublease (as defined in the Crown Castle  
18 Settlement Agreement attached as Exhibit A to Docket No. 183) or otherwise related to Verizon's  
19 possession of space at the Hospital. While the District does not believe it is party to an executory  
20 contract or unexpired lease with Verizon (which characterization Verizon disputes), Verizon, in  
21 exchange for the agreement described in this paragraph, including Verizon's right to remain on  
22 the Hospital property until March 30, 2018, and subject to its receipt of the payment made by the  
23 District to Verizon in accordance with this Section 6.1, shall waive any rejection damages or  
24 rights under Section 365 of the Bankruptcy Code. For the avoidance of doubt, after March 30,  
25 2018, Verizon shall incur no further obligations to the District or Crown Castle arising from the  
26 Verizon Sublease (including, without limitation, any obligation to pay future rent or other  
27 expenses) or otherwise related to Verizon's possession of space at the Hospital. In the event the  
28 sale of the Hospital to LRC does not close on or before April 2, 2018, and Verizon has complied

1 with its obligations set forth in this paragraph 6.1, Verizon shall be granted an allowed  
2 administrative claim in the amount of \$300,000 and shall be entitled to be paid such  
3 administrative claim from the proceeds of the sale of the Hospital to any other party. Verizon  
4 shall remove its Cell Box from the Hospital roof or abandon it on or before March 30, 2018.

5 With the exception of up to \$190,000 to be paid to Crown Castle, payments to the Cellular  
6 Rights Parties shall not be made until the sale of the Hospital to LRC closes and funds, and  
7 payments to Verizon and AT&T shall be made, upon closing, out of sales proceeds and not Parcel  
8 Tax Revenues; provided that if the sale of the Hospital to LRC closes before the deadline to pay  
9 Crown Castle under the District's settlement with Crown Castle, the payment of the up-to  
10 \$190,000 to Crown Castle shall be paid out of sales proceeds. In the event a temporary license is  
11 granted to AT&T in accordance with this Section 6.1, the District shall execute and deliver to  
12 LRC that certain License Fee Agreement attached hereto as Exhibit 4. The District may pay the  
13 up-to \$190,000 to Crown Castle out of Parcel Tax Revenues under a 928(b) Order if the Effective  
14 Date has not occurred by the last day to make the payment to Crown Castle only if the Plan has  
15 been confirmed. In connection with the Crown Castle Settlement, if approved by the Bankruptcy  
16 Court, Crown Castle shall execute a quitclaim deed in the form attached hereto as Exhibit 2  
17 subject to the terms of the settlement agreement between the District and Crown Castle.

18 **6.2 The Disputed Claims Reserve.**

19 The Disputed Claims Reserve will be a separate account or accounting reserve maintained  
20 by the Reorganized District for the benefit of holders of Claims that are not Allowed Claims. As  
21 each Claim becomes an Allowed Claim, the Reorganized District will transfer the amount  
22 reserved for that Claim into the appropriate fund and the holder will be entitled to receive any  
23 Distributions that have been made and all future Distributions. When a Claim is disallowed by  
24 order of the Bankruptcy Court, the Reorganized District will also transfer the amount reserved for  
25 that Claim into the appropriate fund but the holder of the Claim will not be entitled to any  
26 Distributions.

1 **6.3 Distributions to Holders of Allowed Claims.**

2 **6.3.1 Effective Date Payments**

3 Except for the Trustee Administrative Claim and the fees and expenses of Ambac, which  
4 are treated under Section 4.1.6 of this Plan, within seventy-five (75) days of the Effective Date,  
5 the Reorganized District shall pay in full, in Cash, all Non-Classified Allowed Claims then  
6 payable under the Plan as set forth in Article III.

7 **6.3.2 Distributions to Allowed Claims in Class 1**

8 All Distributions to holders of Allowed Class 1 Claims shall be made in accordance with  
9 the terms of the COPs Documents, as modified by this Plan. The County shall continue to pay  
10 the Parcel Tax Revenues to the Trustee, who shall: (1) disburse funds to the COPs Holders in  
11 accordance with the COPs Documents as modified by this Plan, in the amounts set forth in the  
12 COPs Amortization Table plus the early redemption amounts described in Sections 4.1.1, 4.1.2,  
13 4.1.7 and 4.1.8 of this Plan; and (2) promptly pay to the District a portion of the Excess Parcel  
14 Tax Proceeds in the amounts and at the times set forth in Sections 4.1.6, 4.1.7 and 4.1.8 of this  
15 Plan.

16 **6.3.3 Distributions to Allowed Claims in Class 2**

17 The Class 2 distribution to the County shall be made by the Reorganized District directly  
18 to the County within twenty-four (24) months of the Effective Date.

19 **6.3.4 Distributions to Allowed Claims in Class 3**

20 All Distributions made to holders of Allowed Class 3 Claims shall be made by Matrix, as  
21 disbursing agent for the Reorganized District. The Reorganized District shall pay to Matrix all  
22 funds to be disbursed to holders of Allowed Class 3 Claims, and Matrix shall subsequently  
23 disburse funds to such holders in the manner set forth in the WCCHD Successor Pension Plan.  
24 Notwithstanding the foregoing, nothing contained herein is intended to modify, alter, amend, or  
25 otherwise change the terms of the trust agreement entered into by WCCHD and PW Trust  
26 Company (to which Matrix is an assignee) and the obligations of the parties thereunder, nor is it  
27 intended to impose any additional obligations or liabilities on the part of Matrix, whether to the  
28

1 District, the Reorganized District and any or all beneficiaries/retirees of the WCCHD Successor  
2 Pension Plan.

3 **6.3.5 Distributions to Allowed Claims in Class 4**

4 All Distributions made to CNA or the beneficiaries of the CNA Claim shall be made by  
5 MidAmerica or such other disbursing agent appointed by CNA. The Reorganized District shall  
6 pay to MidAmerica all funds to be disbursed to CNA, and MidAmerica shall subsequently  
7 disburse funds to CNA or the beneficiaries of the CNA Claim along with the \$212,292.13  
8 currently held by MidAmerica.

9 **6.3.6 Distributions to Allowed Claims in Class 5**

10 **6.3.6.1 Initial Distribution**

11 The Reorganized District will make an Initial Distribution to the holders of Allowed  
12 Claims in Class 5 within one hundred and eighty (180) calendar days after the Effective Date.  
13 Simultaneously, the Reorganized District will transfer an amount of funds to the Disputed Claims  
14 Reserve sufficient to ensure a *pro rata* distribution to all subsequently Allowed Claims in the  
15 manner set forth in Paragraph 6.2 of this Plan. The Reorganized District shall have one hundred  
16 and eighty (180) calendar days after the Effective Date, unless such period of time is extended by  
17 the Court for cause to object to Class 5 claims.

18 **6.3.6.2 Subsequent Distributions**

19 The Reorganized District will make subsequent distributions to allowed claims in Class 5  
20 in 2019 and 2020 in accordance with the terms of this Plan.

21 **6.3.6.3 Final Distribution**

22 The Reorganized District shall make a Final Distribution to holders of Allowed Claims in  
23 Class 5 within thirty (30) days of the date that all Class 5 Claims become Allowed Claims or are  
24 disallowed by Final Order of the Bankruptcy Court.

25 **6.3.7 Distributions to Allowed Claims in Class 6**

26 The Reorganized District will make an initial distribution to EDD in the amount of  
27 \$661,848.05 within ninety (90) calendar days after the Effective Date. The Reorganized District  
28 will make a second and final distribution to EDD in the amount of \$661,848.05 on or about the

1 first anniversary of the initial distribution.

2 **6.3.8 Distributions To Allowed Claim in Class 7**

3 The Reorganized District will pay the Local 39 Pension Claim in Class 7 over ten (10)  
4 years in annual installments and will pay the Local 39 Health Claim over nine (9) years at a 50%  
5 discount in annual installments.

6 **6.4 Postconfirmation Operations.**

7 **6.4.1 The Creditors' Committee**

8 Upon the Effective Date, the Committee shall be dissolved and the members of the  
9 Committee shall be released and discharged from any further rights and duties in connection with  
10 the Chapter 9 Case, except with respect to any disputes over the amount, allowance or payment of  
11 Non-Classified Claims payable to any of its professionals for services rendered prior to the  
12 Effective Date.

13 **6.4.2 Non-Classified Claims Bar Date**

14 The deadline for filing Non-Classified Claims entitled to treatment as administrative  
15 Claims in accordance with Article III of the Plan shall be sixty (60) days after the Effective Date.  
16 Holders of administrative Claims based on liabilities incurred in the ordinary course of the  
17 Debtor's business following the Petition Date or orders of the Bankruptcy Court shall not be  
18 required to comply with the Non-Classified Claims Bar Date, provided that, (a) such holders of  
19 Administrative Claims based on liabilities incurred in the ordinary course of business have  
20 otherwise submitted an invoice, billing statement or other evidence of indebtedness to the District  
21 in the ordinary course of business, and (b) such Claims are not past due according to their terms.

22 **6.4.3 Consequences of Untimely Administrative Claim**

23 **ANY PERSON FAILING TO TIMELY FILE AN ADMINISTRATIVE CLAIM**  
24 **SHALL BE FOREVER BARRED FROM MAKING SUCH A CLAIM OR FUTURE**  
25 **APPLICATION AND SHALL NOT PARTICIPATE IN ANY DISTRIBUTION ON**  
26 **ACCOUNT OF SUCH AN ADMINISTRATIVE CLAIM.**

1 **6.5 Professional Fees**

2 All fees and expenses incurred by professionals engaged by the Reorganized District after  
3 the Effective Date shall be paid in full by the Reorganized District.

4 **6.6 Treatment of Disputed Claims.**

5 **6.6.1 Disputed Claims Reserve.** Within sixty (60) days of the Effective Date, the  
6 Reorganized District shall establish (or account for) a Disputed Claims Reserve that is adequate  
7 and sufficient for the payment of Distributions contemplated by the Plan to the holders of  
8 Disputed Claims in Class 5. At such time as a Disputed Class 5 Claim becomes an Allowed  
9 Class 5 Claim, the previous Distributions due on account of such Allowed Claim shall be released  
10 from the Disputed Claims Reserve and placed in the appropriate fund for Distribution to the  
11 holder of such Allowed Claim.

12 **6.7 Calculation of Appropriate Reserves.**

13 Except to the extent that the Reorganized District and the holder of the Claim agree, or the  
14 Bankruptcy Court shall determine, that a sufficient reserve is less than the full amount of the  
15 Claim, in determining the amount to be held in the Disputed Claims Reserve, the appropriate  
16 calculations shall be made as if all Disputed Class 5 Claims were Allowed Class 5 Claims.

17 **6.8 Treatment of Unclaimed Property.**

18 If a Distribution to a holder of an Allowed Claim becomes Unclaimed Property, the  
19 Reorganized District will make a reasonable effort to reach the holder of the Allowed Claim after  
20 which the holder of the Allowed Claim shall cease to be entitled to the Distribution or any further  
21 Distributions. In the event that any Distributions from an interim Distribution become Unclaimed  
22 Property, all such Unclaimed Property shall be returned to the appropriate fund for distribution to  
23 creditors or, if such fund balance reverts to the Reorganized District, to the Reorganized District.  
24 In the event that any Distributions from the Final Distribution become Unclaimed Property, all  
25 such Unclaimed Property shall revert to the Reorganized District.

1 **6.9 De Minimis Distributions and Rounding of Distributions.**

2 The Reorganized District shall not be required to make a Distribution to the holder of an  
3 Allowed Claim if the amount of the Distribution is less than \$10. All Cash not so distributed  
4 shall remain in the appropriate fund. The Reorganized District may round all Distributions to the  
5 nearest whole dollar amount.

6 **ARTICLE VII.**

7 **EFFECT OF CONFIRMATION**

8 **7.1 Discharge of the District.**

9 Pursuant to Section 944 of the Bankruptcy Code, upon the Effective Date the District shall  
10 be discharged from all debts (as defined in the Bankruptcy Code) of the District and Claims  
11 against the District other than: (1) any debt specifically and expressly excepted from discharge by  
12 this Plan or the Confirmation Order; or (2) any debt owed to an entity that, before the  
13 Confirmation of this Plan, had neither notice nor actual knowledge of the Chapter 9 Case.

14 The rights afforded in this Plan and the treatment of holders of Claims shall be in  
15 exchange for and in complete satisfaction, discharge, and release of all Claims of any nature  
16 whatsoever arising on or before the Effective Date, known or unknown, whether against the  
17 District or any of its properties, assets, or interests in property. Except as otherwise explicitly  
18 provided herein, upon the Effective Date, all Claims against the District shall be and shall be  
19 deemed to be satisfied, discharged, and released in full, whether or not such Claim is an Allowed  
20 Claim, and whether or not such holder has voted to accept the Plan.

21 **7.2 Injunction.**

22 **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, ALL**  
23 **ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD PRE-EFFECTIVE DATE**  
24 **CLAIMS SHALL BE PERMANENTLY ENJOINED FROM AND AFTER THE**  
25 **EFFECTIVE DATE FROM: (1) COMMENCING OR CONTINUING IN ANY MANNER**  
26 **ANY ACTION OR OTHER PROCEEDING OF ANY KIND WITH RESPECT TO ANY**  
27 **SUCH PRE-EFFECTIVE DATE CLAIM AGAINST THE DISTRICT OR ITS**  
28 **PROPERTY, INCLUDING, WITHOUT LIMITATION, THE HOSPITAL;**

1 (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY  
2 MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST  
3 THE DISTRICT OR ITS PROPERTY WITH RESPECT TO SUCH PRE-EFFECTIVE  
4 DATE CLAIMS; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR  
5 ENCUMBRANCE OF ANY KIND AGAINST THE DISTRICT OR ITS PROPERTY,  
6 INCLUDING, WITHOUT LIMITATION, THE HOSPITAL; AND (D) ASSERTING ANY  
7 RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST  
8 ANY OBLIGATION DUE TO THE REORGANIZED DISTRICT WITH RESPECT TO  
9 SUCH PRE-EFFECTIVE DATE CLAIM.

10 IN ADDITION, AND WITHOUT IN ANY WAY LIMITING THE GENERALITY  
11 OF THE FOREGOING, ALL CREDITORS OF THE DISTRICT, INCLUDING,  
12 WITHOUT LIMITATION, THE CELLULAR RIGHTS PARTIES, SHALL BE  
13 PERMANENTLY ENJOINED FROM AND AFTER THE EFFECTIVE DATE FROM:  
14 (I) ASSERTING ANY CLAIM OR INSTITUTING ANY ACTION AGAINST LRC  
15 RELATING TO THE SALE OF HOSPITAL; (II) ASSERTING ANY CLAIM OR LIEN  
16 AGAINST OR INTEREST IN THE HOSPITAL ARISING PRIOR TO THE EFFECTIVE  
17 DATE OF THE PLAN; OR (III) FROM INTERFERING IN ANY WAY WHATSOEVER  
18 WITH THE RIGHTS OF LRC WITH RESPECT TO ITS OWNERSHIP OF THE  
19 HOSPITAL; PROVIDED THAT AT&T SHALL BE ENTITLED TO THE AT&T  
20 TEMPORARY LICENSE ON THE TERMS SET FORTH IN SECTION 6.1.

21 **7.3 Term of Existing Injunctions or Stays.**

22 Unless otherwise provided in the Confirmation Order, all injunctions or stays provided for  
23 in the Chapter 9 Case pursuant to Sections 105, 362, or 922 of the Bankruptcy Code, or  
24 otherwise, and in existence on the Confirmation Date shall remain in full force and effect until the  
25 Effective Date.

26 **7.4 Release and Indemnification of the Board of Directors and Officers of the District.**

27 UPON THE EFFECTIVE DATE, EACH OF THE DESIGNATED RESPONSIBLE  
28 INDIVIDUALS AND ALL PROFESSIONALS EMPLOYED BY THE DISTRICT SHALL

1 BE FOREVER RELEASED AND DISCHARGED FROM ALL CLAIMS HELD BY ALL  
2 ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD PRE-EFFECTIVE DATE  
3 CLAIMS AGAINST THE DISTRICT, WHETHER OR NOT SUCH CLAIM IS AN  
4 ALLOWED CLAIM, AND WHETHER OR NOT SUCH HOLDER HAS VOTED TO  
5 ACCEPT THE PLAN.

6 THE REORGANIZED DISTRICT WILL INDEMNIFY AND DEFEND THE  
7 DESIGNATED RESPONSIBLE INDIVIDUALS FOR ANY CLAIMS ASSERTED  
8 AGAINST THEM IN THEIR CAPACITIES AS DESIGNATED RESPONSIBLE  
9 INDIVIDUALS OF THE DISTRICT AND REORGANIZED DISTRICT, UNTIL THE  
10 ENTRY OF A FINAL DECREE AND ORDER CLOSING THE CHAPTER 9 CASE  
11 OTHER THAN WITH RESPECT TO CLAIMS BASED ON GROSS NEGLIGENCE OR  
12 WILLFUL MISCONDUCT. THE REORGANIZED DISTRICT MAY ENTER INTO  
13 SUCH AGREEMENTS AS ARE REASONABLY NECESSARY TO IMPLEMENT THIS  
14 PROVISION.

15 **7.5 Exculpation.**

16 UPON CONFIRMATION OF THE PLAN, THE DESIGNATED RESPONSIBLE  
17 INDIVIDUALS, MEMBERS OF THE COMMITTEE, FOX ROTHSCHILD LLP,  
18 DENTONS US LLP, ARCHER NORRIS, OPTIMUM FINANCIAL ADVISORS, AMBAC,  
19 AND THE TRUSTEE SHALL BE EXCULPATED FROM ANY LIABILITY OF ANY  
20 KIND OR NATURE WHATSOEVER, EXCEPT FOR GROSS NEGLIGENCE OR  
21 WILLFUL MISCONDUCT, IN CONNECTION WITH ANY ACTIONS TAKEN OR NOT  
22 TAKEN FROM THE PETITION DATE TO THE EFFECTIVE DATE, INCLUDING  
23 WITHOUT LIMITATION, ANY ACTIONS OR INACTIONS IN CONNECTION WITH  
24 THE DISCLOSURE STATEMENT AND PLAN.

25 **7.6 Injunction Against Holders; Exculpation of Trustee By Holders.**

26 UPON CONFIRMATION OF THE PLAN, ALL HOLDERS OF THE  
27 CERTIFICATES SHALL BE PERMANENTLY ENJOINED FROM AND AFTER THE  
28 EFFECTIVE DATE FROM COMMENCING OR CONTINUING IN ANY MANNER ANY

1 ACTION OR OTHER PROCEEDING OF ANY KIND OR NATURE, OR ASSERTING  
2 ANY CLAIM OF ANY KIND OR NATURE, AGAINST THE TRUSTEE RELATING IN  
3 ANY MANNER TO THE DISTRICT, THE DISTRICT'S CHAPTER 9 BANKRUPTCY  
4 CASE, THE CERTIFICATES, THE DOCUMENTS RELATED TO THE  
5 CERTIFICATES, OR THE TRUSTEE'S ACTIONS IN THE DISTRICT'S CHAPTER 9  
6 BANKRUPTCY PROCEEDING (collectively, the "MATTERS"). UPON  
7 CONFIRMATION OF THE PLAN, THE TRUSTEE SHALL BE EXCULPATED FROM  
8 ANY LIABILITY OF ANY KIND OR NATURE TO ANY HOLDERS OF THE  
9 CERTIFICATES IN CONNECTION WITH ANY ACTIONS TAKEN OR NOT TAKEN  
10 BY THE TRUSTEE RELATING IN ANY MANNER TO THE MATTERS.

11 **7.7 Plan Binding.**

12 Except as provided in this Plan or in the Confirmation Order, on the Effective Date, the  
13 Plan shall be binding on all holders of Claims existing as of the date of Confirmation whether or  
14 not such holder has filed a Claim in the Chapter 9 Case, whether or not such Claim is an Allowed  
15 Claim, and whether or not such holder has voted to accept the Plan. No holder of a Claim will  
16 have any rights of action on account of such Claim except as set forth in the Plan.

17 **ARTICLE VIII.**

18 **VESTING OF TITLE**

19 Except as provided in this Plan or in the Confirmation Order, on the Effective Date the  
20 Reorganized District shall be vested with all of the property of the District, free and clear of all  
21 Claims or liens arising prior to Confirmation. After Confirmation, the Reorganized District shall  
22 operate free of any restrictions of the Bankruptcy Code based on the pendency of the Chapter 9  
23 Case.

24 **ARTICLE IX.**

25 **RETENTION AND ENFORCEMENT OF CLAIMS**

26 Pursuant to section 1123(b)(3) of the Bankruptcy Code, the Reorganized District will  
27 succeed to, and may enforce, any and all claims held by the District. This Plan expressly reserves  
28 all claims, defenses, powers, and interests of the District for the Reorganized District for the

1 purposes of objecting to the allowance of Claims, the subordination of Claims, bringing  
2 Avoidance Actions, and for the purpose of seeking recovery of property, damages, or equitable  
3 relief. Only the Reorganized District may object to Claims or bring actions on behalf of the  
4 District.

## 5 **ARTICLE X.**

### 6 **TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

#### 7 **10.1 Assumed Executory Contracts and Unexpired Leases.**

8 All executory contracts and unexpired leases: (1) to which the District was a party on the  
9 Petition Date and that are either: (a) listed on Exhibit 5 to this Plan, as such Exhibit 5 may be  
10 amended until Confirmation; (b) assumed by prior orders of the Bankruptcy Court; or (c) are  
11 assumed by the District prior to the Effective Date, and which assumption has been approved by  
12 an order of the Bankruptcy Court prior to the Effective Date, or (2) that have been entered into  
13 during the pendency of the Chapter 9 Case, shall be deemed assumed pursuant to section 365(a)  
14 of the Bankruptcy Code.

#### 15 **10.2 Cure of Prepetition Default Amounts.**

16 For those executory contracts and unexpired leases being assumed on the Effective Date,  
17 if such executory contract or unexpired lease is in default, within thirty (30) days of the Effective  
18 Date the Reorganized District will pay to the counterparty to the executory contract the cure  
19 amount set forth on Exhibit 1 to this Plan unless an objection to such Cure Payment is filed with  
20 the Bankruptcy Court and served on counsel to the District on or prior to the date set by the  
21 Bankruptcy Court for filing objections to Confirmation, and the Bankruptcy Court, after notice  
22 and a hearing, determines that the District is obligated to pay a different amount as a Cure  
23 Payment under section 365 of the Bankruptcy Code. Any person that fails to object to the Cure  
24 Payment specified on Exhibit 1 to this Plan on or prior to the date set by the Bankruptcy Court for  
25 filing objections to Confirmation, shall be forever barred from: (a) asserting any other, additional  
26 or different Cure Payment; and (b) sharing in any other, additional, or different Distribution under  
27 the Plan on account of such Cure Payment.

#### 28 **10.3 Rejection of Crown Castle Successor Lease.**



1 previous acceptance or rejection. In the event that the Plan requires modification after  
2 Confirmation, the Reorganized District will be deemed to be the Plan proponent.

3 **ARTICLE XII.**

4 **USE OF BANKRUPTCY CODE SECTION 1129(b)**

5 If any class of Claims fails to accept this Plan by the requisite majorities in number and  
6 amount, as required by section 1126 of the Bankruptcy Code, the District may, at any time,  
7 invoke the provisions of section 1129(b) of the Bankruptcy Code.

8 **ARTICLE XIII.**

9 **RETENTION OF JURISDICTION**

10 Notwithstanding Confirmation of this Plan or the Effective Date having occurred, the  
11 Bankruptcy Court shall retain full and exclusive jurisdiction as provided in 28 U.S.C. § 1334 as to  
12 the provisions, purposes, and intent of this Plan including, without limitation:

- 13 • Determination of the allowability and classification of Claims upon requests for  
14 payment of Claims or upon the objection by the Reorganized District to such  
15 Claims;
- 16 • Resolution of controversies and disputes regarding interpretation of this Plan or the  
17 Confirmation Order;
- 18 • Implementation of the provisions of this Plan or the Confirmation Order, and entry  
19 of orders in aid of Confirmation including orders to protect the Reorganized  
20 District or persons included in Subsections 7.2, 7.4, and 7.5 of the Plan from  
21 creditor action enjoined pursuant to Confirmation;
- 22 • Enforcement of the terms of the Plan against the Trustee and Cellular Rights  
23 Parties;
- 24 • Modification of the Plan pursuant to section 1127 of the Bankruptcy Code;
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- Adjudication of any Claims or causes of action, including Avoidance Actions, brought by the Reorganized District, or any claims or causes of action brought against the Reorganized District; and
- Entry of an order closing the Chapter 9 Case.

Dated: December 20, 2017

WEST CONTRA COSTA HEALTHCARE  
DISTRICT

By: /s/ Kathy D. White  
Chief Executive Officer and  
Designated Responsible Individual

**EXHIBIT 1**  
**PLAN PROJECTIONS**

**West Contra Costa Healthcare District: Projected Annual Cash Flow (Sale Closing in April 2018)**

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	Total
<b>Beginning Balance (Operating Acct at Citibank)</b>	<b>136,420</b>	<b>3,540,760</b>	<b>1,543,336</b>	<b>861,767</b>	<b>1,115,063</b>	<b>359,024</b>	<b>1,518,773</b>	<b>3,911,690</b>	<b>6,185,708</b>	<b>8,466,680</b>	<b>136,420</b>
Ad Valorem tax receipts	4,006,980	4,027,015	4,047,150	4,067,386	4,087,723	4,108,161	4,128,702	4,149,346	4,170,093	4,190,943	40,983,500
(1) Sale of Property	12,700,000										12,700,000
Parcel tax, 2004	-	5,650,000	5,650,000	5,650,000	5,650,000	5,650,000	5,650,000	5,650,000	5,650,000	5,650,000	50,850,000
928(b) Orders funding	1,024,350										
(2) US Banks dispersements	1,639,486										
(3) Third party/AR collections		605,401	1,052,468								
<b>Total Cash Receipts</b>	<b>19,370,816</b>	<b>10,282,416</b>	<b>10,749,618</b>	<b>9,717,386</b>	<b>9,737,723</b>	<b>9,758,161</b>	<b>9,778,702</b>	<b>9,799,346</b>	<b>9,820,093</b>	<b>9,840,943</b>	<b>104,533,500</b>
<b>Cash Payments:</b>											
Payroll/Administration	404,000	282,900	289,973	297,222	304,652	312,269	320,075	328,077	336,279	344,686	3,220,133
Bookkeeping Services	40,000	20,000	20,500	21,013	21,538	22,076	22,628	23,194	23,774	24,368	239,090
Cost Report Audits and Settlement	30,000	30,750	31,519	32,307	33,114						157,690
Annual Financial Audit	15,000	15,375	15,759	16,153	16,557	16,971	17,395	17,830	18,276	18,733	168,051
Audit/Actuarial for Successor Pension Plan	80,000	82,000	84,050	86,151	88,305	90,513	92,775	95,095	97,472	99,909	896,271
IT Costs	12,000	12,300	12,608	12,923	13,246	13,577	13,916	14,264	14,621	14,986	134,441
Other	40,000	41,000	42,025	43,076	44,153	45,256	46,388	47,547	48,736	49,955	448,135
<b>Total personnel/consulting costs</b>	<b>621,000</b>	<b>484,325</b>	<b>496,433</b>	<b>508,844</b>	<b>521,565</b>	<b>500,662</b>	<b>513,178</b>	<b>526,008</b>	<b>539,158</b>	<b>552,637</b>	<b>5,263,811</b>
Office Expenses	200,100	30,750	31,519	32,307	33,114	33,942	34,791	35,661	36,552	37,466	506,201
<b>Total facilities costs</b>	<b>200,100</b>	<b>30,750</b>	<b>31,519</b>	<b>32,307</b>	<b>33,114</b>	<b>33,942</b>	<b>34,791</b>	<b>35,661</b>	<b>36,552</b>	<b>37,466</b>	<b>506,201</b>
(4) Records Storage	229,623	18,000	16,000	14,000	12,000						289,623
Legal Fees	487,500	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	1,162,500
Fees and Other	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	1,200,000
Election costs every two years	-	-	-	-	-	-	-	-	-	-	-
<b>Total other costs</b>	<b>837,123</b>	<b>213,000</b>	<b>211,000</b>	<b>209,000</b>	<b>207,000</b>	<b>195,000</b>	<b>195,000</b>	<b>195,000</b>	<b>195,000</b>	<b>195,000</b>	<b>2,652,123</b>
Unsecured Creditors	2,000,000	2,000,000	2,000,000								6,000,000
Repayment to County (Unsecured, past election)	-	218,133									218,133
EDD	661,371	661,371									1,322,742
Local 39 Claim	41,335	41,335	41,335	41,335	41,335	41,335	41,335	41,335	41,335	35,411	407,421
CNA_Medical Pension Plan	250,000	250,000	250,000	250,000	250,000	250,000	250,000	375,000	375,000	-	2,500,000
Successor Pension Plan Payments	4,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	13,000,000
Committee Counsel Fees	50,000										50,000
Contract Cure Costs	68,500										68,500
Cell Rights Settlements	807,000										807,000
(5) Repayment of 928(b) Orders	3,423,067										3,423,067
2004 COPs Payment (US Bank)	-	1,895,988	1,894,013	1,894,081	1,895,925	1,894,275	1,894,131	1,895,225	1,895,475	1,896,325	17,055,438
2011 COPs Payment (US Bank)	-	2,457,925	2,459,738	2,461,138	2,457,100	2,457,350	2,457,350	2,457,100	2,456,600	2,455,850	22,120,150
Surplus of Parcel Tax/Early Debt Retirement	-				1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	6,000,000
Repayment to County (Ad Valorem tax exchange)	3,006,980	3,027,015	3,047,150	3,067,386	3,087,723	1,225,850	-	-	-	-	16,462,104
<b>Creditor Payments</b>	<b>14,308,252</b>	<b>11,551,765</b>	<b>10,692,235</b>	<b>8,713,939</b>	<b>9,732,082</b>	<b>7,868,809</b>	<b>6,642,816</b>	<b>6,768,660</b>	<b>6,768,410</b>	<b>6,387,586</b>	<b>89,434,554</b>
<b>Total Cash Payments</b>	<b>15,966,475</b>	<b>12,279,840</b>	<b>11,431,187</b>	<b>9,464,090</b>	<b>10,493,762</b>	<b>8,598,413</b>	<b>7,385,785</b>	<b>7,525,328</b>	<b>7,539,120</b>	<b>7,172,689</b>	<b>97,856,689</b>
<b>Net Cash Flow, Annual</b>	<b>3,404,340</b>	<b>(1,997,424)</b>	<b>(681,568)</b>	<b>253,296</b>	<b>(756,039)</b>	<b>1,159,748</b>	<b>2,392,917</b>	<b>2,274,018</b>	<b>2,280,973</b>	<b>2,668,254</b>	<b>6,676,811</b>
<b>Total Cash Available</b>	<b>\$ 3,540,760</b>	<b>\$ 1,543,336</b>	<b>\$ 861,767</b>	<b>\$ 1,115,063</b>	<b>\$ 359,024</b>	<b>\$ 1,518,773</b>	<b>\$ 3,911,690</b>	<b>\$ 6,185,708</b>	<b>\$ 8,466,680</b>	<b>\$ 11,134,935</b>	<b>\$ 6,813,230</b>

**Notes:**

- Receipts of \$12,700,000 is net proceeds from the sale of the property; Sale price is \$13,000,000, less the broker fees and other closure costs estimated at \$300,000.
- Amount projected to be received by the District from U.S. Bank on the Effective Date net of: (i) the January debt service payment of \$1,632,950; (ii) establishment of the DSRF in the amount of \$4.4 million; (iii) payment of AMBAC's fees of \$475,000; and (iv) establishment of a reserve of \$277,500 to insure payment of the July debt service payment. This amount may be less due to accruing Trustee fees and expenses.
- DMC is forecasted to receive a total of \$605,401 for 2013 and 2014 from the State for "Newly Eligible O/P" for Medi-Cal. The reports have been submitted to the State: The State has acknowledged that these payments are due, but have not yet developed a plan or a time when these payments will be made. These are assumed received in 2019. Third party receipts associated with Medicare recoveries and open cost reports are estimated at \$1,052,468 in 2020.
- The District will be entitled to destroy its records on 1/18/18. The Board is considering its options regarding destroying the records; in the event it does, future costs will be reduced.
- Payback of funds received from US Bank associated with the 1st, 2nd and 3rd 928 (b) Orders.

**EXHIBIT 2**  
**QUITCLAIM DEEDS**

**RECORDING REQUESTED BY  
& WHEN RECORDED MAIL TO:**

Edward Shaffer  
Archer Norris  
2033 North Main Street  
Walnut Creek, CA 94596

**APN: 417-90-022**

(Space Above This Line For Recorder's Use Only)

The undersigned Grantor(s) declare(s):  
Documentary transfer tax is \$ -0-  
( ) computed on full value of property conveyed, or  
( ) computed on full value less value of liens &  
encumbrances remaining at time of sale.  
( ) Unincorporated area: (X) City of San Pablo  
(X) Realty not sold.

**QUITCLAIM DEED (New Cingular)**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Grantor**"), as successor-in-interest to Bay Area Cellular Telephone Company, a California general partnership, does hereby remise, release and forever quitclaim to West Contra Costa Healthcare District, a political subdivision of the State of California ("**Grantee**"), all right, title and interest, if any, of Grantor in and to that certain parcel of land located in the City of San Pablo, County of Contra Costa, State of California (the "**Property**") and legally described and also depicted as the "Remainder Parcel" on **Exhibit 1**, attached hereto and incorporated herein by this reference, including but not limited to all right, title and interest pursuant to that certain unrecorded Lease Agreement dated on or about January 20, 1986, entered into with Grantee as successor-in-interest to West Contra Costa Hospital District, a California special district d/b/a Brookside, and unrecorded amendments to the Lease Agreement entered into with Grantee and/or MW Cell REIT 1 LLC, a Delaware limited liability company.

**Without limiting the foregoing, this Quitclaim Deed is recorded to release and relinquish any and all right, title and interest in the Property disclosed by (1) that certain Memorandum of Lease dated as of January 20, 1986, and recorded on April 9, 1986 as Document No. 86-53041 in Book 12824, Page 220 of the Official Records of Contra Costa County; and (2) that certain Memorandum of Purchase and Sale of Easement and Lease and Successor Lease dated as of July 6, 2005 and recorded on August 19, 2005 as Document No. 2005-0313781 in the Official Records of Contra Costa County.**

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be effective as of the date written below.

**GRANTOR:** New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation, its Manager

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

**[NOTARY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]**

**GRANTOR ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## EXHIBIT 1

### DESCRIPTION OF PROPERTY

Page 1 of 3

The land referred to is situated in the County of Contra Costa, City of San Pablo, State of California, and is described as follows:

#### PARCEL ONE:

Portion of Lots 140 and 151, as shown on the Map entitled, "Map of the San Pablo Rancho accompanying and forming a part of the Final Report of the Referees in Partition", City of San Pablo, which Map was filed in the Office of the Recorder of the Contra Costa County, California, on March 1, 1894, described as follows:

Beginning on the Southern line of said Lot 151 at the most Western corner of the parcel of land described as Parcel Two in the Administrator's Deed from Carl Atalich, et al, to West Contra Costa Hospital District, recorded October 13, 1950, in Book 1649 of Official Records, Page 272; thence North 42° East, along the Northwestern line of said Hospital District Parcel (1649 OR 272) and its Northeastern prolongation, 899 feet to the most Northern corner of the parcel of land described in the Deed from Andrew J. Clausen, et ux, to West Contra Costa Hospital District, recorded October 13, 1950, in Book 1649 of Official Records, Page 265; thence along the Northeastern and Southeastern lines of said Parcel (1649 OR 265) South 48° East, 297 feet and South 42° West, 110.16 feet to the most Northern corner of the parcel of land described as Parcel Two in the Deed from Guy H. Bishop, et ux, to West Contra Costa Hospital District, recorded December 13, 1950, in Book 1686 of Official Records, Page 72; thence South 48° East, along the Northeastern line of said Parcel (1686 OR 72) and its Southeastern prolongation 634 feet to the Southeastern line of said Lot 140; thence South 42° West, along said Southeastern line 450.34 feet to the most Southern corner of said Lot 140, said point being also the most Southern corner of the parcel of land described as Parcel One in first mentioned Hospital District Deed (1649 OR 272); thence along the exterior lines of Parcel One and Parcel Two of said Deed (1649 OR 272) the following courses and distances: North 86° 30' West, 36.30 feet; North 73° 15' West, 102.30 feet; North 39° 15' West, 64.20 feet; North 82° 45' West, 36.30 feet; South 80° 45' West, 102.30 feet; North 70° 45' West, 140.58 feet; South 88° 15' West, 31.02 feet; North 68° 30' West, 50.82 feet; North 56° 15' West, 46.80 feet; North 20° 30' West, 48.84 feet; North 45° 15' West, 83.16 feet; North 69° 45' West, 54.12 feet; South 80° 45' West, 85.80 feet; North 35° 45' West, 44.88 feet; North 40° 45' West, 42.90 feet; North 67° West, 40.26 feet and North 85° 45' West, 57.42 feet to the point of beginning.

EXCEPTING THEREFROM those portions thereof conveyed to the City of San Pablo for Street Purposes, lying within the lines of Vale Road and being more particularly described as follows:

Beginning at a point on the Southwestern line of said Lot 151, which bears South 48° East 49.45 feet and South 42° West, 1149.83 feet from the most Northern corner of Lot 150; thence North 42° East, 851.83 feet to the Northeastern line of the parcel of land described in the Deed from Andrew J. Clausen, et ux, to West Contra Costa Hospital District, dated August 4, 1950, recorded October 13, 1950, in Book 1649 of Official Records, Page 265; thence North 48° West, along said Northeastern line 66 feet; thence South 42° East, 865.17 feet to the Southeastern line of said Lot 151; thence Southeasterly along the Southwestern line and following the meanderings thereof, of said Lot 151, to the point of beginning.

ALSO EXCEPTING THEREFROM: That portion of said Lot 151, described as follows:

Beginning on the northeasterly line of the parcel of land described in the Deed to the West Contra Costa Hospital District, recorded October 13, 1950, in Book 1649 at Page 265, Official Records, Contra Costa County, at the northwesterly line of the parcel of land described in the Deed to the City of San Pablo, recorded February 20, 1957, in Book 2935, at Page 20, Official Records, Contra Costa County; thence South 42° West, along said northwesterly line (2935 - 20), 305.98 feet; more or less, to the direct southeasterly extension, South 48° East, of the southwesterly line of the parcel of land described as Parcel Three in the Deed to Citizens Savings and Loan Association recorded August 7, 1979, in Book 9474 at Page 945, Official Records, Contra Costa County; thence North 48° West, along said southeasterly extension, 27 feet; more or less, to the northwesterly line of said West Contra Costa Hospital District Parcel (1649 - 265); thence North 42° East, along said northwesterly line, 305.98 feet; more or less, to the northeasterly line thereof; thence South 48° East, along said northeasterly line, 27 feet; more or less, to the point of beginning.

Also excepting therefrom: That portion thereof lying within the parcel of land described in the Deed to the Redevelopment Agency of the City of San Pablo, recorded August 16, 1995, Series No. 95-134332, as follows:

That portion of said Lot 140, described as follows:

Beginning on the Southeast line of the parcel of land described as Parcel One in the Deed to Guy H. Bishop, et ux, recorded March 13, 1947, Book 1071, Official Records, Page 243, at the Northeast line of the parcel of land described as Parcel One in the Deed to West Contra Costa Hospital District, recorded December 13, 1950, Book 1686, Official Records, Page 72; thence from said point of beginning along said Northeast line of said West Contra Costa Hospital District parcel (1686 OR 72), North 47° 56' 00" West, 85.02 feet to a point of cusp with a tangent curve concave to the West, having a radius of 125.00 feet; thence Southerly along said curve, through an angle of 90° 00' 40", an arc distance of 196.37 feet to a point on the Southeast line of said Lot 140, being also the Northwest line of Parcel One as described in the Deed to American Recreation Center, Inc., September 21, 1984, in Book 11985, Official Records, Page 866; thence along said Northwest line of Parcel One (11985 OR 866), North 42° 04' 40" East, 363.03 feet to a point on the West line of San Pablo Avenue as shown on that certain Record of Survey filed November 3, 1975, in Book 59 of Licensed Surveyor Maps at Page 44, 45 and 46; thence along said West line of San Pablo Avenue North 20° 46' 00" West, 44.96 feet to a point on the Northeasterly prolongation of said Southeast line of said Bishop Parcel One (1071 OR 243); thence along said prolongation and said Southeast line, South 42° 04' 40" West, 258.54 feet to the point of beginning.

ALSO EXCEPTING THEREFROM: that portion of land lying Northwesterly of Vale Road as described in the Deed to the City of San Pablo, recorded February 20, 1957 in Book 2935, Page 20, Contra Costa County Records.

ALSO EXCEPTING THEREFROM: That portion lying within the parcel of land described in the Deed to the City of San Pablo, a municipal corporation, recorded March 13, 2015, Series No. 2015-0045660, as follows:

Real property in the City of San Pablo, Contra Costa County, California, being portions of Parcel A, as described in the Quitclaim Deed to the West Contra Costa Health Care District, a political subdivision of the State of California, recorded August 5, 2005, document No. 2005-0293541, Contra Costa County Records, except the following portion of said Parcel A:

Beginning at a point on the northeasterly line of said parcel (2005-293541), distant thereon South 47° 56' 00" East, 33.08 feet from the southerly corner of the parcel described in the Deed to the West Contra

Costa Healthcare District, recorded August 16, 1995, Series No. 95134333, Contra Costa County Records; thence from said point of beginning along the exterior boundary of said parcel (2005-0293541), the following eight (8) courses:

1. South 47° 56' 00" East, 81.90 feet,
2. Along a tangent curve to the right having a radius of 125.00 Feet, concave westerly, through a central angle of 90° 00' 40", an arc distance of 196.37 feet,
3. South 42° 04' 40" West, 324.16 feet,
4. North 80° 26' 00" West, 36.30 feet,
5. North 73° 11' 00" West, 102.30 feet,
6. North 39° 11' 00" West, 64.02 feet,
7. North 82° 41' 00" West, 36.30 feet and
8. South 80° 49' 00" West, 29.02 feet;

Thence leaving said exterior boundary, North 40° 30' 32" East, 306.73 feet;  
Thence North 75° 03' 38" East, 26.83 feet;  
Thence North 43° 43' 25" East, 16.39 feet;  
Thence North 86° 13' 19" East, 18.36 feet;  
Thence North 55° 59' 21" East, 50.78 feet;  
Thence North 42° 04' 00" East, 62.32 feet;  
Thence North 21° 21' 06" East, 11.82 feet;  
Thence North 42° 04' 00" East, 64.56 feet to the point of beginning.

**PARCEL TWO:**

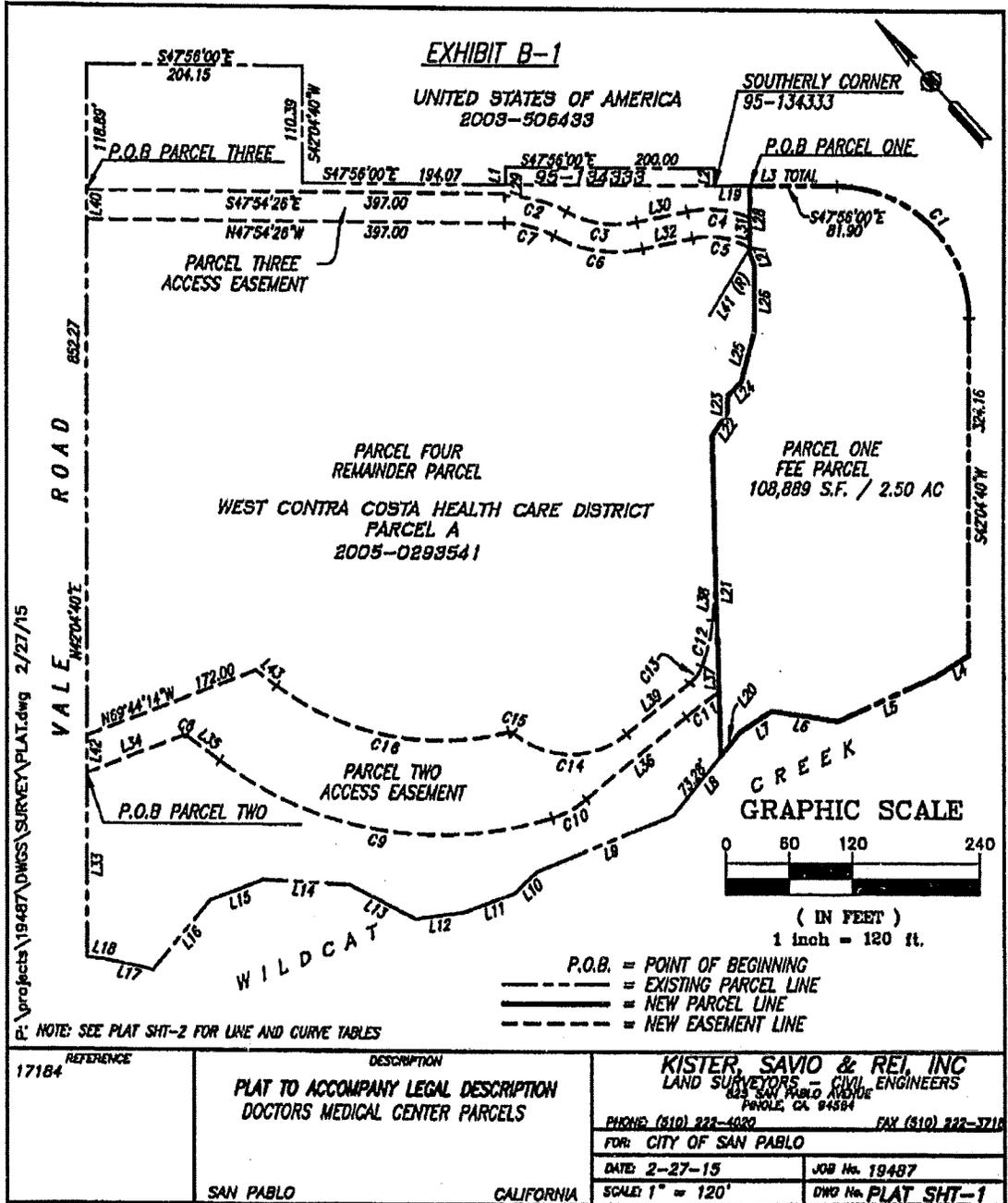
Real property in the City of San Pablo, Contra Costa County, California, being a portion of Lot 140, as designated on the Map entitled "Map of the San Pablo Rancho, Accompanying and Forming a Part of the Final Report of the Referees in Partition", which Map was filed in the Office of the Recorder of the County of Contra Costa, State of California, on March 1, 1894, described as follows:

Commencing on the Southeast line of the parcel of land described as Parcel One in the Deed to Guy H. Bishop, et ux, recorded March 13, 1947, Book 1071, Official Records, Page 243, at the Northeast line of the parcel of land described as Parcel One in the Deed to West Contra Costa Hospital District, recorded December 13, 1950, Book 1686, Official Records, Page 72; thence from said point of commencement along said Northeast line of said West Contra Costa Hospital District Parcel (1686 OR 72), North 47° 56' 00" West, 200.00 feet to the point of beginning of the Parcel to be described; thence from said point of beginning, continuing along said Northeast line of Parcel One and the Northeast line of Parcel Two of said West Contra Costa Hospital District Deed (1686 OR 72), North 47° 56' 00" West, 200.00 feet; thence North 42° 04' 00" East, 16.00 feet; thence South 47° 56' 00" East, 200.00 feet; thence South 42° 04' 00" West, 16.00 feet to the point of beginning.

Said real property also shown as "Parcel Four Remainder Parcel" in Exhibits B-1 and B-2 attached hereto and by this reference made a part of this description.

APN: 417-190-022

Exhibit B-1 Plat Map



B0050168/4825-5636-0274-1

EXHIBIT B-2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N42°04'00"E	16.00
L2	S42°04'00"W	16.00
L3	S47°56'00"E	114.98
L4	N80°26'00"W	36.30
L5	N73°11'00"W	102.30
L6	N38°11'00"W	64.02
L7	N82°41'00"W	36.30
L8	S80°49'00"W	102.30
L9	N70°41'00"W	140.58
L10	S88°16'00"W	31.02
L11	N68°26'00"W	50.02
L12	N36°11'00"W	48.80
L13	N20°24'00"W	70.62
L14	N45°11'00"W	63.16
L15	N89°41'00"W	64.12
L16	S80°49'00"W	65.80
L17	N35°41'00"W	44.88
L18	N40°41'00"W	18.65
L19	S47°56'00"E	33.08
L20	S80°49'00"W	29.02
L21	N40°30'32"E	306.73
L22	N75°01'59"E	26.63
L23	N43°43'25"E	18.39
L24	N86°13'19"E	18.36
L25	N55°59'21"E	50.78
L26	N42°04'00"E	62.32
L27	N21°21'05"E	11.62
L28	N42°04'00"E	64.56
L29	S42°05'34"W	2.00
L30	S80°07'24"E	48.64
L31	S42°04'00"W	28.69
L32	N80°07'24"W	48.64
L33	N42°04'40"E	175.92
L34	S68°44'14"E	98.19
L35	S11°15'27"E	39.35
L36	S87°30'02"E	123.79
L37	N40°30'32"E	103.76
L38	S46°39'46"W	37.88
L39	N87°30'02"W	77.67
L40	S42°04'40"W	28.00
L41 (R)	N72°52'25"E	75.00
L42	S42°04'40"W	35.55
L43	N11°15'27"W	24.54

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	125.00	90°00'40"	196.37
C2	126.00	28°07'47"	61.86
C3	99.00	40°20'44"	69.71
C4	101.00	34°32'33"	60.89
C5	75.00	42°59'49"	56.28
C6	125.00	40°20'44"	68.02
C7	100.00	28°07'47"	49.10
C8	3.00	58°28'47"	3.06
C9	350.00	54°36'22"	333.57
C10	100.00	21°38'13"	37.76
C11	700.00	3°15'31"	39.81
C12	150.00	17°11'19"	45.00
C13	40.00	28°38'32"	20.00
C14	85.00	78°34'25"	118.05
C15	5.00	54°49'52"	4.78
C16	260.00	61°30'02"	233.70

P:\projects\19487\DWG\SURVE\PLAT.dwg 2/27/15

17184	REFERENCE	DESCRIPTION	KISTER, SAVIO & REI, INC LAND SURVEYORS - CIVIL ENGINEERS 835 SAN PABLO AVENUE SAN PABLO, CA 94584	
		PLAT TO ACCOMPANY LEGAL DESCRIPTION DOCTORS MEDICAL CENTER PARCELS	PHONE (510) 222-1020	FAX (510) 222-3716
		SAN PABLO	CALIFORNIA	FOR: CITY OF SAN PABLO
				DATE: 2-27-15 SCALE: 1" = 120'
				JOB No. 19487 DWG No. PLAT SHT-2

**RECORDING REQUESTED BY  
& WHEN RECORDED MAIL TO:**

Edward Shaffer  
Archer Norris  
2033 North Main Street  
Walnut Creek, CA 94596

**APN: 417-90-022**

(Space Above This Line For Recorder's Use Only)

The undersigned Grantor(s) declare(s):  
Documentary transfer tax is \$ -0-  
( ) computed on full value of property conveyed, or  
( ) computed on full value less value of liens &  
encumbrances remaining at time of sale.  
( ) Unincorporated area: (X) City of San Pablo  
(X) Realty not sold.

**QUITCLAIM DEED (Verizon Wireless)**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GTE Mobilnet of California Limited Partnership, a California limited partnership, dba Verizon Wireless ("Grantor"), does hereby remise, release and forever quitclaim to West Contra Costa Healthcare District, a political subdivision of the State of California ("Grantee"), all right, title and interest, if any, of Grantor in and to that certain parcel of land located in the City of San Pablo, County of Contra Costa, State of California (the "Property") and legally described and also depicted as the "Remainder Parcel" on **Exhibit 1**, attached hereto and incorporated herein by this reference, including but not limited to all right, title and interest pursuant to that certain Office Building Sublease dated as of May 8, 2000, entered into between Grantor and Tenet Healthsystem Hospitals, Inc. as lessee of Grantee.

**Without limiting the foregoing, this Quitclaim Deed is recorded to release and relinquish any and all right, title and interest in the Property disclosed by that certain Memorandum of Purchase and Sale of Easement and Lease and Successor Lease dated as of July 6, 2005 and recorded on August 4, 2005 as Document No. 2005-0291333 in the Official Records of Contra Costa County.**

**IN WITNESS WHEREOF**, Grantor has caused this Quitclaim Deed to be effective as of the date written below.

**GRANTOR:** GTE Mobilnet of California Limited Partnership,  
A California limited partnership, dba Verizon Wireless,  
By: Cellco Partnership, its General Partner

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

**[NOTARY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]**

**GRANTOR ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## EXHIBIT 1

### DESCRIPTION OF PROPERTY

Page 1 of 3

The land referred to is situated in the County of Contra Costa, City of San Pablo, State of California, and is described as follows:

#### PARCEL ONE:

Portion of Lots 140 and 151, as shown on the Map entitled, "Map of the San Pablo Rancho accompanying and forming a part of the Final Report of the Referees in Partition", City of San Pablo, which Map was filed in the Office of the Recorder of the Contra Costa County, California, on March 1, 1894, described as follows:

Beginning on the Southern line of said Lot 151 at the most Western corner of the parcel of land described as Parcel Two in the Administrator's Deed from Carl Atalich, et al, to West Contra Costa Hospital District, recorded October 13, 1950, in Book 1649 of Official Records, Page 272; thence North 42° East, along the Northwestern line of said Hospital District Parcel (1649 OR 272) and its Northeastern prolongation, 899 feet to the most Northern corner of the parcel of land described in the Deed from Andrew J. Clausen, et ux, to West Contra Costa Hospital District, recorded October 13, 1950, in Book 1649 of Official Records, Page 265; thence along the Northeastern and Southeastern lines of said Parcel (1649 OR 265) South 48° East, 297 feet and South 42° West, 110.16 feet to the most Northern corner of the parcel of land described as Parcel Two in the Deed from Guy H. Bishop, et ux, to West Contra Costa Hospital District, recorded December 13, 1950, in Book 1686 of Official Records, Page 72; thence South 48° East, along the Northeastern line of said Parcel (1686 OR 72) and its Southeastern prolongation 634 feet to the Southeastern line of said Lot 140; thence South 42° West, along said Southeastern line 450.34 feet to the most Southern corner of said Lot 140, said point being also the most Southern corner of the parcel of land described as Parcel One in first mentioned Hospital District Deed (1649 OR 272); thence along the exterior lines of Parcel One and Parcel Two of said Deed (1649 OR 272) the following courses and distances: North 86° 30' West, 36.30 feet; North 73° 15' West, 102.30 feet; North 39° 15' West, 64.20 feet; North 82° 45' West, 36.30 feet; South 80° 45' West, 102.30 feet; North 70° 45' West, 140.58 feet; South 88° 15' West, 31.02 feet; North 68° 30' West, 50.82 feet; North 56° 15' West, 46.80 feet; North 20° 30' West, 48.84 feet; North 45° 15' West, 83.16 feet; North 69° 45' West, 54.12 feet; South 80° 45' West, 85.80 feet; North 35° 45' West, 44.88 feet; North 40° 45' West, 42.90 feet; North 67° West, 40.26 feet and North 85° 45' West, 57.42 feet to the point of beginning.

EXCEPTING THEREFROM those portions thereof conveyed to the City of San Pablo for Street Purposes, lying within the lines of Vale Road and being more particularly described as follows:

Beginning at a point on the Southwestern line of said Lot 151, which bears South 48° East 49.45 feet and South 42° West, 1149.83 feet from the most Northern corner of Lot 150; thence North 42° East, 851.83 feet to the Northeastern line of the parcel of land described in the Deed from Andrew J. Clausen, et ux, to West Contra Costa Hospital District, dated August 4, 1950, recorded October 13, 1950, in Book 1649 of Official Records, Page 265; thence North 48° West, along said Northeastern line 66 feet; thence South 42° East, 865.17 feet to the Southeastern line of said Lot 151; thence Southeasterly along the Southwestern line and following the meanderings thereof, of said Lot 151, to the point of beginning.

ALSO EXCEPTING THEREFROM: That portion of said Lot 151, described as follows:

Beginning on the northeasterly line of the parcel of land described in the Deed to the West Contra Costa Hospital District, recorded October 13, 1950, in Book 1649 at Page 265, Official Records, Contra Costa County, at the northwesterly line of the parcel of land described in the Deed to the City of San Pablo, recorded February 20, 1957, in Book 2935, at Page 20, Official Records, Contra Costa County; thence South 42° West, along said northwesterly line (2935 - 20), 305.98 feet; more or less, to the direct southeasterly extension, South 48° East, of the southwesterly line of the parcel of land described as Parcel Three in the Deed to Citizens Savings and Loan Association recorded August 7, 1979, in Book 9474 at Page 945, Official Records, Contra Costa County; thence North 48° West, along said southeasterly extension, 27 feet; more or less, to the northwesterly line of said West Contra Costa Hospital District Parcel (1649 - 265); thence North 42° East, along said northwesterly line, 305.98 feet; more or less, to the northeasterly line thereof; thence South 48° East, along said northeasterly line, 27 feet; more or less, to the point of beginning.

Also excepting therefrom: That portion thereof lying within the parcel of land described in the Deed to the Redevelopment Agency of the City of San Pablo, recorded August 16, 1995, Series No. 95-134332, as follows:

That portion of said Lot 140, described as follows:

Beginning on the Southeast line of the parcel of land described as Parcel One in the Deed to Guy H. Bishop, et ux, recorded March 13, 1947, Book 1071, Official Records, Page 243, at the Northeast line of the parcel of land described as Parcel One in the Deed to West Contra Costa Hospital District, recorded December 13, 1950, Book 1686, Official Records, Page 72; thence from said point of beginning along said Northeast line of said West Contra Costa Hospital District parcel (1686 OR 72), North 47° 56' 00" West, 85.02 feet to a point of cusp with a tangent curve concave to the West, having a radius of 125.00 feet; thence Southerly along said curve, through an angle of 90° 00' 40", an arc distance of 196.37 feet to a point on the Southeast line of said Lot 140, being also the Northwest line of Parcel One as described in the Deed to American Recreation Center, Inc., September 21, 1984, in Book 11985, Official Records, Page 866; thence along said Northwest line of Parcel One (11985 OR 866), North 42° 04' 40" East, 363.03 feet to a point on the West line of San Pablo Avenue as shown on that certain Record of Survey filed November 3, 1975, in Book 59 of Licensed Surveyor Maps at Page 44, 45 and 46; thence along said West line of San Pablo Avenue North 20° 46' 00" West, 44.96 feet to a point on the Northeasterly prolongation of said Southeast line of said Bishop Parcel One (1071 OR 243); thence along said prolongation and said Southeast line, South 42° 04' 40" West, 258.54 feet to the point of beginning.

ALSO EXCEPTING THEREFROM: that portion of land lying Northwesterly of Vale Road as described in the Deed to the City of San Pablo, recorded February 20, 1957 in Book 2935, Page 20, Contra Costa County Records.

ALSO EXCEPTING THEREFROM: That portion lying within the parcel of land described in the Deed to the City of San Pablo, a municipal corporation, recorded March 13, 2015, Series No. 2015-0045660, as follows:

Real property in the City of San Pablo, Contra Costa County, California, being portions of Parcel A, as described in the Quitclaim Deed to the West Contra Costa Health Care District, a political subdivision of the State of California, recorded August 5, 2005, document No. 2005-0293541, Contra Costa County Records, except the following portion of said Parcel A:

Beginning at a point on the northeasterly line of said parcel (2005-293541), distant thereon South 47° 56' 00" East, 33.08 feet from the southerly corner of the parcel described in the Deed to the West Contra

Costa Healthcare District, recorded August 16, 1995, Series No. 95134333, Contra Costa County Records; thence from said point of beginning along the exterior boundary of said parcel (2005-0293541), the following eight (8) courses:

1. South 47° 56' 00" East, 81.90 feet,
2. Along a tangent curve to the right having a radius of 125.00 Feet, concave westerly, through a central angle of 90° 00' 40", an arc distance of 196.37 feet,
3. South 42° 04' 40" West, 324.16 feet,
4. North 80° 26' 00" West, 36.30 feet,
5. North 73° 11' 00" West, 102.30 feet,
6. North 39° 11' 00" West, 64.02 feet,
7. North 82° 41' 00" West, 36.30 feet and
8. South 80° 49' 00" West, 29.02 feet;

Thence leaving said exterior boundary, North 40° 30' 32" East, 306.73 feet;  
Thence North 75° 03' 38" East, 26.83 feet;  
Thence North 43° 43' 25' East, 16.39 feet;  
Thence North 86° 13' 19" East, 18.36 feet;  
Thence North 55° 59' 21" East, 50.78 feet;  
Thence North 42° 04' 00" East, 62.32 feet;  
Thence North 21° 21' 06" East, 11.82 feet;  
Thence North 42° 04' 00" East, 64.56 feet to the point of beginning.

**PARCEL TWO:**

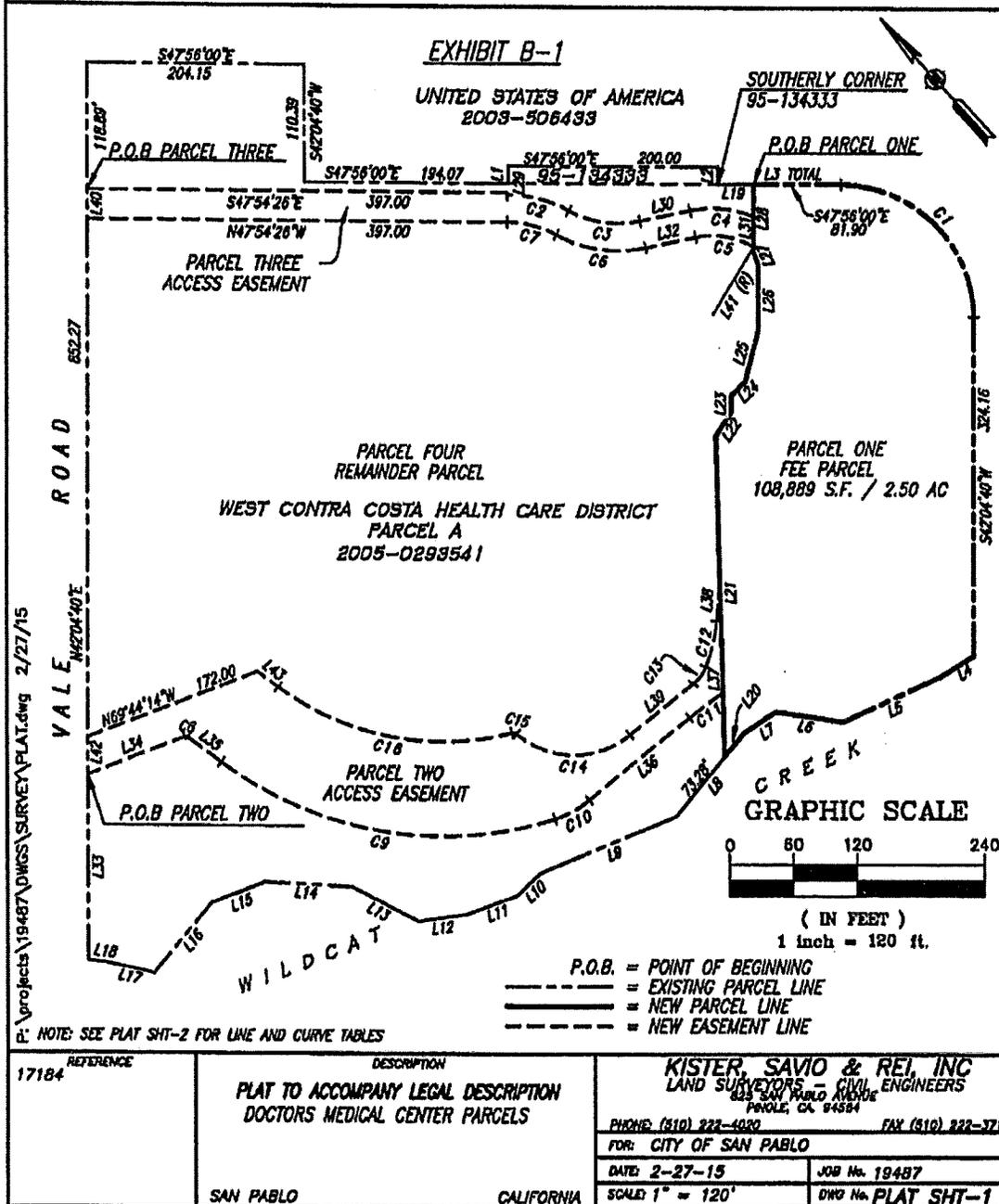
Real property in the City of San Pablo, Contra Costa County, California, being a portion of Lot 140, as designated on the Map entitled "Map of the San Pablo Rancho, Accompanying and Forming a Part of the Final Report of the Referees in Partition", which Map was filed in the Office of the Recorder of the County of Contra Costa, State of California, on March 1, 1894, described as follows:

Commencing on the Southeast line of the parcel of land described as Parcel One in the Deed to Guy H. Bishop, et ux, recorded March 13, 1947, Book 1071, Official Records, Page 243, at the Northeast line of the parcel of land described as Parcel One in the Deed to West Contra Costa Hospital District, recorded December 13, 1950, Book 1686, Official Records, Page 72; thence from said point of commencement along said Northeast line of said West Contra Costa Hospital District Parcel (1686 OR 72), North 47° 56' 00" West, 200.00 feet to the point of beginning of the Parcel to be described; thence from said point of beginning, continuing along said Northeast line of Parcel One and the Northeast line of Parcel Two of said West Contra Costa Hospital District Deed (1686 OR 72), North 47° 56' 00" West, 200.00 feet; thence North 42° 04' 00" East, 16.00 feet; thence South 47° 56' 00" East, 200.00 feet; thence South 42° 04' 00" West, 16.00 feet to the point of beginning.

Said real property also shown as "Parcel Four Remainder Parcel" in Exhibits B-1 and B-2 attached hereto and by this reference made a part of this description.

APN: 417-190-022

Exhibit B-1 Plat Map



B0050168/4829-1541-1282-1

EXHIBIT B-2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N42°04'00"E	16.00
L2	S42°04'00"W	16.00
L3	S47°56'00"E	114.98
L4	N80°26'00"W	36.30
L5	N75°11'00"W	102.30
L6	N39°11'00"W	64.02
L7	N82°41'00"W	36.30
L8	S80°49'00"W	102.30
L9	N70°41'00"W	140.58
L10	S88°18'00"W	31.02
L11	N68°26'00"W	50.82
L12	N56°11'00"W	48.80
L13	N20°26'00"W	70.62
L14	N45°11'00"W	83.16
L15	N69°41'00"W	54.12
L16	S80°49'00"W	65.60
L17	N35°41'00"W	44.88
L18	N40°41'00"W	18.65
L19	S47°56'00"E	33.08
L20	S80°49'00"W	29.02
L21	N40°30'32"E	306.73
L22	N75°03'39"E	26.63
L23	N43°43'25"E	18.39
L24	N86°13'19"E	18.36
L25	N55°59'21"E	50.78
L26	N42°04'00"E	62.32
L27	N21°21'06"E	11.82
L28	N42°04'00"E	64.56
L29	S42°05'34"W	2.00
L30	S80°07'24"E	48.64
L31	S42°04'00"W	28.99
L32	N60°07'24"W	48.64
L33	N42°04'40"E	175.92
L34	S89°44'14"E	98.19
L35	S11°15'27"E	39.35
L36	S87°30'02"E	123.79
L37	N40°30'32"E	103.76
L38	S46°38'46"W	37.88
L39	N87°30'02"W	77.67
L40	S42°04'40"W	28.00
L41 (R)	N72°52'25"E	75.00
L42	S42°04'40"W	35.55
L43	N11°15'27"W	24.54

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	125.00	80°00'40"	196.37
C2	126.00	28°07'47"	61.86
C3	99.00	40°20'44"	69.71
C4	101.00	34°32'33"	60.89
C5	75.00	42°59'49"	56.28
C6	125.00	40°20'44"	68.02
C7	100.00	28°07'47"	49.10
C8	3.00	58°28'47"	3.06
C9	350.00	54°36'28"	333.97
C10	100.00	21°38'13"	37.76
C11	700.00	3°15'31"	39.81
C12	150.00	17°11'19"	45.00
C13	40.00	28°38'32"	20.00
C14	85.00	29°34'25"	118.05
C15	5.00	54°49'32"	4.78
C16	260.00	81°30'02"	233.70

P:\projects\19487\DWCS\SURVEY\PLAT.dwg 2/27/15

17184	REFERENCE	DESCRIPTION	KISTER, SAVIO & REI, INC LAND SURVEYORS - CIVIL ENGINEERS 835 SAN PABLO AVENUE PACIFIC, CA 94564	
		PLAT TO ACCOMPANY LEGAL DESCRIPTION DOCTORS MEDICAL CENTER PARCELS	PHONE (510) 222-1020	FAX (510) 222-3716
			FOR: CITY OF SAN PABLO	
		SAN PABLO CALIFORNIA	DATE: 2-27-15	JOB No. 19487
		SCALE: 1" = 120'	DWO No. PLAT SHT-2	

**RECORDING REQUESTED BY  
& WHEN RECORDED MAIL TO:**

Edward Shaffer  
Archer Norris  
2033 North Main Street  
Walnut Creek, CA 94596

**APN: 417-90-022**

(Space Above This Line For Recorder's Use Only)

The undersigned Grantor(s) declare(s):  
Documentary transfer tax is \$ -0-  
( ) computed on full value of property conveyed, or  
( ) computed on full value less value of liens &  
encumbrances remaining at time of sale.  
( ) Unincorporated area: (X) City of San Pablo  
(X) Realty not sold.

**QUITCLAIM DEED (MW Cell REIT)**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MW Cell REIT 1 LLC, a Delaware limited liability company ("**Grantor**"), does hereby remise, release and forever quitclaim to West Contra Costa Healthcare District, a political subdivision of the State of California ("**Grantee**"), all right, title and interest, if any, of Grantor in and to that certain parcel of land located in the City of San Pablo, County of Contra Costa, State of California 94806 (the "**Property**") and legally described and also depicted as the "Remainder Parcel" on **Exhibit 1**, attached hereto and incorporated herein by this reference.

**Without limiting the forgoing, this Quitclaim Deed is recorded to release and relinquish any and all right, title and interest in the Property disclosed by: (1) that certain unrecorded Purchase and Sale of Easement and Lease and Successor Lease dated as of July 6, 2005 between Grantee and Wireless Capital Partners, LLC ("WCP") as predecessor-in-interest of Grantor (the "Verizon Lease Agreement") as disclosed by that certain Memorandum of Purchase and Sale of Easement and Lease and Successor Lease dated as of July 6, 2005 and recorded on August 4, 2005 as Document No. 2005-0291333 in the Official Records of Contra Costa County; (2) that certain Memorandum of Assignment between Grantor and WCP dated April 20, 2007 and recorded on June 8, 2007 as Document No. 2007-0167790 and rerecorded July 18, 2007 as Document No. 2007-0207345 memorializing assignment of the Verizon Lease Agreement to Grantor; (3) that certain unrecorded Purchase and Sale of Easement and Lease and Successor Lease dated as of July 6, 2005 between Grantee and WCP (the "AT&T Lease Agreement") as disclosed by that certain Memorandum of Purchase and Sale of Easement and Lease and Successor Lease dated as of July 6, 2005 and recorded on August 19, 2005 as Document No. 2005-0313781 in the Official Records of Contra Costa County; and (4) that certain Memorandum of Assignment between Grantor and WCP dated April 20, 2007 and recorded on June 8, 2007 as Document No. 2007-0167796 memorializing assignment of the AT&T Lease Agreement to Grantor.**

**IN WITNESS WHEREOF**, Grantor has caused this Quitclaim Deed to be effective as of the date written below.

**GRANTOR:** MW Cell REIT 1 LLC,  
a Delaware limited liability company

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

**[NOTARY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]**

**GRANTOR ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## EXHIBIT 1

### DESCRIPTION OF PROPERTY

Page 1 of 3

The land referred to is situated in the County of Contra Costa, City of San Pablo, State of California, and is described as follows:

#### PARCEL ONE:

Portion of Lots 140 and 151, as shown on the Map entitled, "Map of the San Pablo Rancho accompanying and forming a part of the Final Report of the Referees in Partition", City of San Pablo, which Map was filed in the Office of the Recorder of the Contra Costa County, California, on March 1, 1894, described as follows:

Beginning on the Southern line of said Lot 151 at the most Western corner of the parcel of land described as Parcel Two in the Administrator's Deed from Carl Atalich, et al, to West Contra Costa Hospital District, recorded October 13, 1950, in Book 1649 of Official Records, Page 272; thence North 42° East, along the Northwestern line of said Hospital District Parcel (1649 OR 272) and its Northeastern prolongation, 899 feet to the most Northern corner of the parcel of land described in the Deed from Andrew J. Clausen, et ux, to West Contra Costa Hospital District, recorded October 13, 1950, in Book 1649 of Official Records, Page 265; thence along the Northeastern and Southeastern lines of said Parcel (1649 OR 265) South 48° East, 297 feet and South 42° West, 110.16 feet to the most Northern corner of the parcel of land described as Parcel Two in the Deed from Guy H. Bishop, et ux, to West Contra Costa Hospital District, recorded December 13, 1950, in Book 1686 of Official Records, Page 72; thence South 48° East, along the Northeastern line of said Parcel (1686 OR 72) and its Southeastern prolongation 634 feet to the Southeastern line of said Lot 140; thence South 42° West, along said Southeastern line 450.34 feet to the most Southern corner of said Lot 140, said point being also the most Southern corner of the parcel of land described as Parcel One in first mentioned Hospital District Deed (1649 OR 272); thence along the exterior lines of Parcel One and Parcel Two of said Deed (1649 OR 272) the following courses and distances: North 86° 30' West, 36.30 feet; North 73° 15' West, 102.30 feet; North 39° 15' West, 64.20 feet; North 82° 45' West, 36.30 feet; South 80° 45' West, 102.30 feet; North 70° 45' West, 140.58 feet; South 88° 15' West, 31.02 feet; North 68° 30' West, 50.82 feet; North 56° 15' West, 46.80 feet; North 20° 30' West, 48.84 feet; North 45° 15' West, 83.16 feet; North 69° 45' West, 54.12 feet; South 80° 45' West, 85.80 feet; North 35° 45' West, 44.88 feet; North 40° 45' West, 42.90 feet; North 67° West, 40.26 feet and North 85° 45' West, 57.42 feet to the point of beginning.

EXCEPTING THEREFROM those portions thereof conveyed to the City of San Pablo for Street Purposes, lying within the lines of Vale Road and being more particularly described as follows:

Beginning at a point on the Southwestern line of said Lot 151, which bears South 48° East 49.45 feet and South 42° West, 1149.83 feet from the most Northern corner of Lot 150; thence North 42° East, 851.83 feet to the Northeastern line of the parcel of land described in the Deed from Andrew J. Clausen, et ux, to West Contra Costa Hospital District, dated August 4, 1950, recorded October 13, 1950, in Book 1649 of Official Records, Page 265; thence North 48° West, along said Northeastern line 66 feet; thence South 42° East, 865.17 feet to the Southeastern line of said Lot 151; thence Southeasterly along the Southwestern line and following the meanderings thereof, of said Lot 151, to the point of beginning.

ALSO EXCEPTING THEREFROM: That portion of said Lot 151, described as follows:

Beginning on the northeasterly line of the parcel of land described in the Deed to the West Contra Costa Hospital District, recorded October 13, 1950, in Book 1649 at Page 265, Official Records, Contra Costa County, at the northwesterly line of the parcel of land described in the Deed to the City of San Pablo, recorded February 20, 1957, in Book 2935, at Page 20, Official Records, Contra Costa County; thence South 42° West, along said northwesterly line (2935 - 20), 305.98 feet; more or less, to the direct southeasterly extension, South 48° East, of the southwesterly line of the parcel of land described as Parcel Three in the Deed to Citizens Savings and Loan Association recorded August 7, 1979, in Book 9474 at Page 945, Official Records, Contra Costa County; thence North 48° West, along said southeasterly extension, 27 feet; more or less, to the northwesterly line of said West Contra Costa Hospital District Parcel (1649 - 265); thence North 42° East, along said northwesterly line, 305.98 feet; more or less, to the northeasterly line thereof; thence South 48° East, along said northeasterly line, 27 feet; more or less, to the point of beginning.

Also excepting therefrom: That portion thereof lying within the parcel of land described in the Deed to the Redevelopment Agency of the City of San Pablo, recorded August 16, 1995, Series No. 95-134332, as follows:

That portion of said Lot 140, described as follows:

Beginning on the Southeast line of the parcel of land described as Parcel One in the Deed to Guy H. Bishop, et ux, recorded March 13, 1947, Book 1071, Official Records, Page 243, at the Northeast line of the parcel of land described as Parcel One in the Deed to West Contra Costa Hospital District, recorded December 13, 1950, Book 1686, Official Records, Page 72; thence from said point of beginning along said Northeast line of said West Contra Costa Hospital District parcel (1686 OR 72), North 47° 56' 00" West, 85.02 feet to a point of cusp with a tangent curve concave to the West, having a radius of 125.00 feet; thence Southerly along said curve, through an angle of 90° 00' 40", an arc distance of 196.37 feet to a point on the Southeast line of said Lot 140, being also the Northwest line of Parcel One as described in the Deed to American Recreation Center, Inc., September 21, 1984, in Book 11985, Official Records, Page 866; thence along said Northwest line of Parcel One (11985 OR 866), North 42° 04' 40" East, 363.03 feet to a point on the West line of San Pablo Avenue as shown on that certain Record of Survey filed November 3, 1975, in Book 59 of Licensed Surveyor Maps at Page 44, 45 and 46; thence along said West line of San Pablo Avenue North 20° 46' 00" West, 44.96 feet to a point on the Northeasterly prolongation of said Southeast line of said Bishop Parcel One (1071 OR 243); thence along said prolongation and said Southeast line, South 42° 04' 40" West, 258.54 feet to the point of beginning.

ALSO EXCEPTING THEREFROM: that portion of land lying Northwesterly of Vale Road as described in the Deed to the City of San Pablo, recorded February 20, 1957 in Book 2935, Page 20, Contra Costa County Records.

ALSO EXCEPTING THEREFROM: That portion lying within the parcel of land described in the Deed to the City of San Pablo, a municipal corporation, recorded March 13, 2015, Series No. 2015-0045660, as follows:

Real property in the City of San Pablo, Contra Costa County, California, being portions of Parcel A, as described in the Quitclaim Deed to the West Contra Costa Health Care District, a political subdivision of the State of California, recorded August 5, 2005, document No. 2005-0293541, Contra Costa County Records, except the following portion of said Parcel A:

Beginning at a point on the northeasterly line of said parcel (2005-293541), distant thereon South 47° 56' 00" East, 33.08 feet from the southerly corner of the parcel described in the Deed to the West Contra

Costa Healthcare District, recorded August 16, 1995, Series No. 95134333, Contra Costa County Records; thence from said point of beginning along the exterior boundary of said parcel (2005-0293541), the following eight (8) courses:

1. South 47° 56' 00" East, 81.90 feet,
2. Along a tangent curve to the right having a radius of 125.00 Feet, concave westerly, through a central angle of 90° 00' 40", an arc distance of 196.37 feet,
3. South 42° 04' 40" West, 324.16 feet,
4. North 80° 26' 00" West, 36.30 feet,
5. North 73° 11' 00" West, 102.30 feet,
6. North 39° 11' 00" West, 64.02 feet,
7. North 82° 41' 00" West, 36.30 feet and
8. South 80° 49' 00" West, 29.02 feet;

Thence leaving said exterior boundary, North 40° 30' 32" East, 306.73 feet;  
Thence North 75° 03' 38" East, 26.83 feet;  
Thence North 43° 43' 25" East, 16.39 feet;  
Thence North 86° 13' 19" East, 18.36 feet;  
Thence North 55° 59' 21" East, 50.78 feet;  
Thence North 42° 04' 00" East, 62.32 feet;  
Thence North 21° 21' 06" East, 11.82 feet;  
Thence North 42° 04' 00" East, 64.56 feet to the point of beginning.

**PARCEL TWO:**

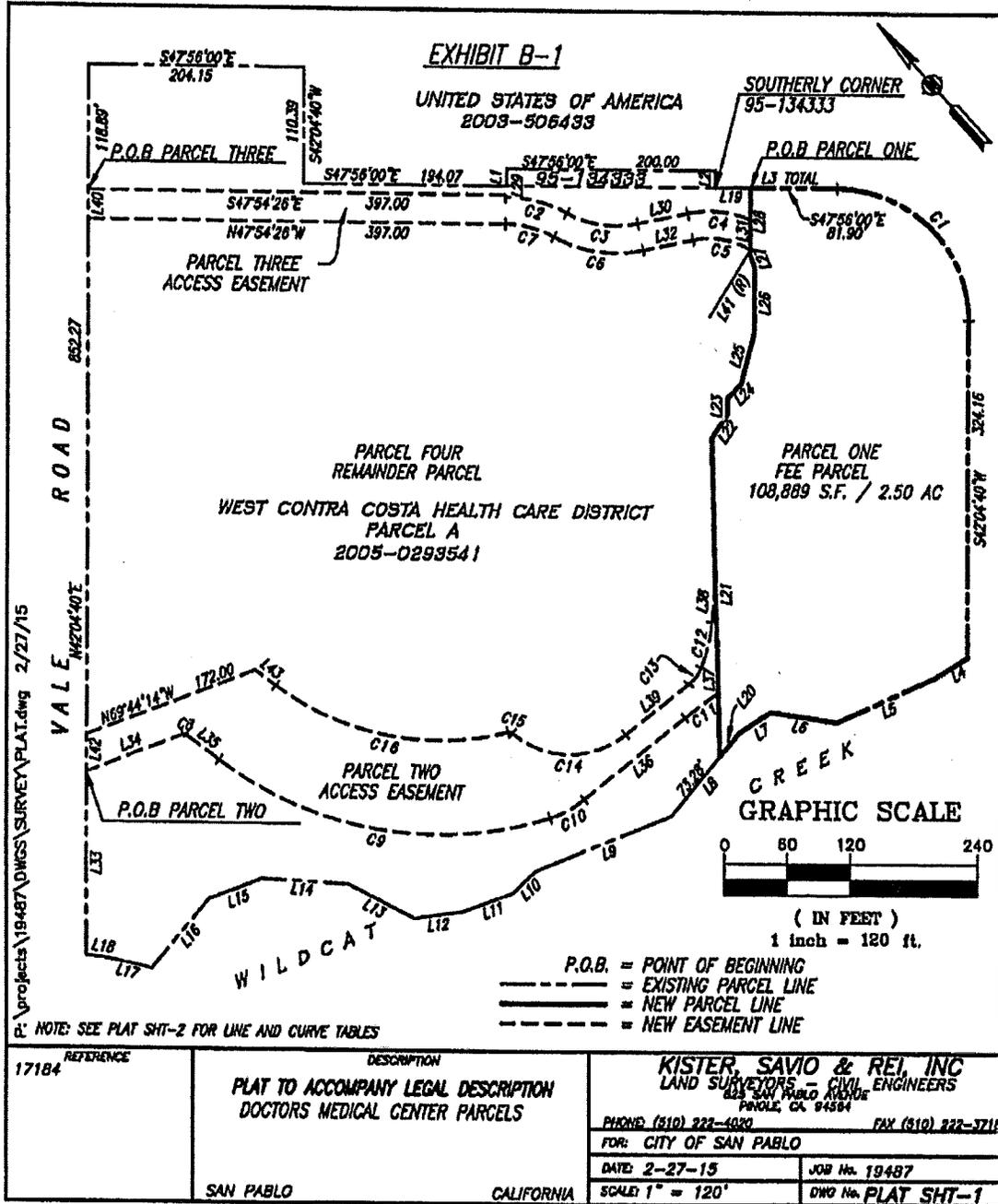
Real property in the City of San Pablo, Contra Costa County, California, being a portion of Lot 140, as designated on the Map entitled "Map of the San Pablo Rancho, Accompanying and Forming a Part of the Final Report of the Referees in Partition", which Map was filed in the Office of the Recorder of the County of Contra Costa, State of California, on March 1, 1894, described as follows:

Commencing on the Southeast line of the parcel of land described as Parcel One in the Deed to Guy H. Bishop, et ux, recorded March 13, 1947, Book 1071, Official Records, Page 243, at the Northeast line of the parcel of land described as Parcel One in the Deed to West Contra Costa Hospital District, recorded December 13, 1950, Book 1686, Official Records, Page 72; thence from said point of commencement along said Northeast line of said West Contra Costa Hospital District Parcel (1686 OR 72), North 47° 56' 00" West, 200.00 feet to the point of beginning of the Parcel to be described; thence from said point of beginning, continuing along said Northeast line of Parcel One and the Northeast line of Parcel Two of said West Contra Costa Hospital District Deed (1686 OR 72), North 47° 56' 00" West, 200.00 feet; thence North 42° 04' 00" East, 16.00 feet; thence South 47° 56' 00" East, 200.00 feet; thence South 42° 04' 00" West, 16.00 feet to the point of beginning.

Said real property also shown as "Parcel Four Remainder Parcel" in Exhibits B-1 and B-2 attached hereto and by this reference made a part of this description.

APN: 417-190-022

Exhibit B-1 Plat Map



B0050168/4837-9084-1426-1

EXHIBIT B-2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N42°04'00"E	16.00
L2	S42°04'00"W	16.00
L3	S47°58'00"E	114.99
L4	N80°26'00"W	36.30
L5	N73°11'00"W	102.30
L6	N38°11'00"W	64.02
L7	N82°41'00"W	36.30
L8	S80°49'00"W	102.30
L9	N70°41'00"W	140.58
L10	S88°18'00"W	31.02
L11	N68°26'00"W	50.82
L12	N58°11'00"W	46.80
L13	N20°26'00"W	70.62
L14	N45°11'00"W	83.18
L15	N89°41'00"W	64.12
L16	S80°49'00"W	85.80
L17	N35°41'00"W	44.88
L18	N40°41'00"W	18.65
L19	S47°56'00"E	33.08
L20	S80°49'00"W	29.02
L21	N40°30'32"E	308.73
L22	N73°03'38"E	26.83
L23	N45°43'25"E	16.39
L24	N86°13'19"E	18.36
L25	N55°59'21"E	50.78
L26	N42°04'00"E	62.32
L27	N21°21'06"E	11.82
L28	N42°04'00"E	64.56
L29	S42°05'34"W	2.00
L30	S80°07'24"E	48.64
L31	S42°04'00"W	28.99
L32	N80°07'24"W	48.64
L33	N42°04'40"E	175.92
L34	S89°44'14"E	98.19
L35	S11°16'22"E	39.35
L36	S87°30'02"E	123.79
L37	N40°30'32"E	105.76
L38	S46°38'46"W	37.88
L39	N87°30'02"W	77.67
L40	S42°04'40"W	28.00
L41 (R)	N72°52'25"E	75.00
L42	S42°04'40"W	35.55
L43	N11°15'27"W	24.54

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	125.00	90°00'40"	196.37
C2	126.00	28°07'47"	61.85
C3	99.00	40°20'44"	69.71
C4	101.00	34°32'33"	60.89
C5	75.00	42°52'49"	50.28
C6	125.00	40°20'44"	80.02
C7	100.00	28°07'47"	49.10
C8	3.00	58°28'47"	3.06
C9	350.00	54°36'23"	333.57
C10	100.00	21°38'13"	37.78
C11	700.00	3°15'31"	39.81
C12	150.00	17°11'19"	45.00
C13	40.00	28°38'32"	20.00
C14	85.00	78°34'23"	118.05
C15	5.00	54°49'52"	4.78
C16	260.00	61°30'02"	233.70

P:\projects\19487\DWG\SURVEY\PLAT.dwg 2/27/15

17184	DESCRIPTION PLAT TO ACCOMPANY LEGAL DESCRIPTION DOCTORS MEDICAL CENTER PARCELS	KISTER, SAVIO & REI, INC LAND SURVEYORS - CIVIL ENGINEERS 825 SAN PABLO AVENUE PALO ALTO, CA 94304	
		PHONE (510) 222-4020	FAX (510) 222-3710
	SAN PABLO CALIFORNIA	FOR: CITY OF SAN PABLO	JOB No. 19487
		DATE 2-27-15	DWG No. PLAT SHT-2
		SCALE 1" = 120'	

**EXHIBIT 3**  
**TEMPORARY CELLULAR LICENSE AGREEMENTS**

## LICENSE AGREEMENT (New Cingular)

This License Agreement (this “**Agreement**”) is entered into as of \_\_\_\_\_, 2017 (the “**Effective Date**”) by and between West Contra Costa Healthcare District, a political subdivision of the State of California, dba Doctors Medical Center of San Pablo (“**District**”) and Lytton Rancheria of California, a federally recognized Indian tribe, a Tribal Government (“**Lytton**”) (District and Lytton together, “**Licensors**”) on the one hand, and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“**AT&T**”) on the other hand. District, Lytton and AT&T may be referred to individually herein as a “**Party**” and collectively as the “**Parties.**”)

### Recitals

A. District owns that certain real property, at 2000 Vale Road, City of San Pablo California (the “**Licensors Property**”), commonly known as Doctors Medical Center (“**DMC**”) and containing in part a multi-story hospital (the “**DMC Building**”), parking areas and driveways.

B. AT&T operates certain wireless communications equipment on the DMC Building, receives electricity through District’s electrical system serving the DMC Building, and uses a telecommunications connection between the DMC Building and Vale Road (collectively, the “**AT&T Improvements**”). AT&T asserts certain lease and easement rights to use the Licensors Property (collectively, the “**AT&T Asserted Rights**”).

C. Lytton holds contract rights to purchase the Licensors Property, and intends to demolish all improvements thereon and develop parking to support its adjacent business. The terms of Lytton’s purchase contract require as a precondition to closing escrow that AT&T remove the AT&T Improvements and terminate the AT&T Asserted Rights.

D. On October 20, 2016, District as a public entity petitioned for bankruptcy protection under Chapter 9 of the United States Bankruptcy Code (the “**Code**”) in the United States Bankruptcy Court, Northern District of California (Case No. 16-42917, the “**Bankruptcy Action**”). On June 9, 2017, District filed a plan of adjustment as amended July 21, 2017, and as further amended on November \_\_, 2017 (the “**Plan**”) which, *inter alia*, requested sale of the Licensors Property to Lytton free and clear of any claim or interest of AT&T. On November \_\_, 2017, the Plan was approved and the Bankruptcy Court ordered AT&T to remove or abandon the AT&T Improvements and to relinquish the AT&T Asserted Rights on or before \_\_\_\_\_, 2018 (the “**AT&T Confirmation Order**”).

E. AT&T requires an alternative permanent location in the vicinity of Licensors’ Property, and claims it may take at least two (2) years to arrange and begin operating from a new, permanent location. In the meantime, to avoid interruptions in service AT&T is able to operate on a temporary basis a system consisting of equipment and antennas (and a generator if needed) that may be mounted on the ground and/or on a portable flatbed with connections to electricity and telecommunications (collectively, a “**Temporary Facility**”).

F. In order to facilitate removal of the AT&T Improvements and termination of the AT&T Asserted Rights, District and Lytton are willing to grant AT&T a license to install and operate a Temporary Facility on a portion of the Licensor Property, pursuant to the terms of this Agreement.

H. Accordingly, the Parties now hereby agree as follows:

### Agreement

1. a. Licensor hereby agrees to grant to AT&T an exclusive license (the “**License**”) to use an approximately thirty (30) by twenty-five (25) foot site within the portion of the Licensor Property shown on Exhibit “A” (the “**Licensed Premises**”), being part of the westernmost parking lot of the Licensor Property adjacent to Vale Road and Wildcat Creek.

b. AT&T may use the License to install, operate, maintain and repair a Temporary Facility on the Licensed Premises, together with: (i) the non-exclusive right to install, operate, maintain and repair electric and telecommunications lines between the Temporary Facility and Vale Road if needed for operation of the Temporary Facility; and (ii) non-exclusive pedestrian and vehicle access between Vale Road and the Licensed Premises. AT&T may install protective fencing within the Licensed Premises, which AT&T shall remove as part of removing the Temporary Facility at the end of the License.

c. In light of Lytton’s plan to redevelop the Licensor Property, AT&T is not required to repair damage to the Licensed Premises caused by AT&T unless so required by Licensor at the time, and in any event excluding normal wear and tear and casualty damage.

2. The License shall commence on the date of the last signature to this Agreement, and thereafter shall expire on July 31, 2020 (the “**Term**”) unless terminated earlier pursuant to the terms of this Agreement. In no event shall AT&T’s need to use the License to install and operate a Temporary Facility on the Licensed Premises alter the AT&T Confirmation Order or delay its taking effect regarding the AT&T Improvements or the AT&T Asserted Rights.

3. AT&T acknowledges Lytton’s desire to use the Licensed Premises when it no longer is needed for the Temporary Facility. AT&T represents that it will work expeditiously to establish a new permanent operation to replace the Temporary Facility with the mutual goal of shortening the Term of the License. If AT&T arranges and is ready to begin operating from a new permanent location before expiration of the Term, AT&T shall promptly notify Licensor and the License shall terminate when AT&T removes its Temporary Facility. AT&T covenants to remove its Temporary Facility within thirty (30) days after: (i) expiration or termination of the License; or (ii) the date AT&T begins operating from a new permanent location, whichever occurs first. Any improvements installed by AT&T under the License remaining after such thirty (30) day period shall be deemed abandoned by AT&T and owned by Licensor and may be disposed of by Licensor as it sees fit.

4. In exercising its rights under the License, AT&T may not use the Licensed Premises for any use other than as authorized herein. AT&T agrees to keep the Licensed

Premises and the Licensor Property free and clear of any and all mechanics', materialmen's, and other liens for or arising out of AT&T's activities under the License. Licensor shall reasonably cooperate with AT&T with respect to AT&T's activities on the Licensed Premises and the Temporary Facility under the License, including but not limited to assisting (at no cost to Licensor) in obtaining required approvals from the City of San Pablo and utility companies.

5. AT&T understands that following its purchase of the Licensor Property, Lytton intends to demolish the DMC Building and other improvements, and redevelop the property as a parking lot. Lytton covenants to conduct such activity in a way that does not materially interfere with AT&T's operation of the Temporary Facility and use of the Licensed Premises. AT&T covenants not to materially interfere with Lytton's demolition and redevelopment work or Lytton's use of the remainder of the Licensor Property. Lytton's demolition and redevelopment work will not include the Licensed Premises until expiration or earlier termination of the License and AT&T's removal or abandonment of the Temporary Facility. Lytton waives any rights it may have as an Indian tribe or tribal government to terminate, revoke, void or suspend the License and/or this Agreement.

6. AT&T covenants that it: (a) shall conduct its activities under this License in accordance with applicable standards and all applicable regulations, ordinances, permits, approvals, or requirements of the City of San Pablo, any other governmental or quasi-governmental agency or entity, and all applicable laws and regulations; (b) shall keep the Licensed Premises clean; (c) shall promptly and properly dispose of any waste or debris generated by AT&T thereon during its activities; and (d) shall not store, deposit, or use any hazardous materials on the Licensed Premises other than as is necessary to install and operate the Temporary Facility, and in such event shall comply with all applicable laws and regulations with respect to any use or storage of such materials on the Licensed Premises.

7. The License is personal to AT&T and AT&T shall not assign the License without Licensor's prior written consent, which Licensor can delay, condition, or withhold in its sole and absolute discretion. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by AT&T without any approval or consent of Licensor to AT&T's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of AT&T's assets in the market defined by the Federal Communications Commission in which the Licensor Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of Licensor as described above. No change of stock ownership, partnership interest or control of AT&T or transfer upon partnership or corporate dissolution of AT&T shall constitute an assignment hereunder. Any attempt to assign the License in contravention of this Agreement shall automatically terminate it. No legal title or leasehold interest in the Licensed Premises is created or vested in AT&T by the grant of the License.

8. If AT&T breaches any of its obligations under this Agreement, it shall have thirty (30) days after receipt of written notice of such breach from Licensor to cure the breach, provided AT&T shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and AT&T commences the cure within the thirty (30) day period and thereafter continuously and diligently

pursues the cure to completion. Licensor shall not revoke the License or terminate this Agreement at any time prior to the expiration or termination of such cure period. If Licensor properly revokes the License in accordance with this Section, within ten (10) business days after the effective date of the revocation AT&T shall remove the Temporary Facility and all of its personal property and improvements from the Licensed Premises and shall surrender possession thereof to Licensor, or thereafter such personal property and improvements shall be deemed abandoned by AT&T and owned by Licensor and may be disposed of by Licensor as it sees fit.

9. Indemnity.

a. AT&T hereby releases Licensor and its individual members and their respective trustees, beneficiaries, officers, employees, attorneys, agents and affiliates (collectively the “**Licensor Parties**”) of and from, and agrees to defend and hold harmless the Licensor Parties in connection with the defense, prosecution, satisfaction, settlement, or compromise, including the reasonable cost and expense of litigation (including reasonable attorney’s fees and accountants fees, travel expense, judgments, court costs, and related litigation expenses and such other actual and reasonable costs in connection with the defense, prosecution, satisfaction, settlement or compromise) of any claims, demands, controversies, actions, causes of action, obligations, expenses, fees, charges, damages, fines, and liabilities of any nature whatsoever, whether at law or in equity (collectively, “**Claims**”), to the extent arising out of, contributed to by, based upon, and/or related to, AT&T’s use of the License, whether on or off the Licensor Property, including, without limitation, any failure of AT&T to comply with its obligations under this Agreement, except to the extent caused or contributed to by any act or omission of the Licensor Parties.

b. Licensor hereby releases AT&T and its trustees, beneficiaries, officers, employees, attorneys, agents and affiliates (collectively the “**AT&T Parties**”) of and from, and agrees to defend and hold harmless the AT&T Parties in connection with the defense, prosecution, satisfaction, settlement, or compromise, including the reasonable cost and expense of litigation (including reasonable attorney’s fees and accountants fees, travel expense, judgments, court costs, and related litigation expenses and such other actual and reasonable costs in connection with the defense, prosecution, satisfaction, settlement or compromise) of any Claims, to the extent arising out of, contributed to by, based upon, and/or related to, Licensor’s activities on or use of the Licensor Property, except to the extent caused or contributed to by any act or omission of the AT&T Parties.

c. The term “Licensor” as used in Section 9.b shall be deemed to refer only to the District while it owns the Licensor Property, and only to Lytton after it acquires the Licensor Property; provided, if Lytton undertakes any activity on or affecting the Licensor Property before such acquisition it shall be liable and responsible for such activity and its consequences. Lytton and the District hereby defend, indemnify and hold each other harmless from any Claims that might arise against one when the other is liable and responsible under the terms of this Section 9.c.

d. The terms of this Section 9 and the Parties’ rights and obligations hereunder, shall survive termination of this Agreement.

10. Insurance. Prior to any entry on the Licensed Premises by AT&T under this Agreement, AT&T shall provide Licensor with written proof of the following insurance: (i) worker's compensation insurance as required by law and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) each accident/disease/ policy limit; (ii) commercial general liability insurance written on an occurrence basis, with a combined single limit of Two Million Dollars (\$2,000,000) per occurrence for both bodily injury and property damage coverage; and (iii) automobile liability insurance covering all owned, hired and non-owned vehicles, with combined single limits of One Million Dollars (\$1,000,000) each accident for bodily injury and property damage. District and Lytton shall be included as additional insured as their interest may appear under this Agreement on the commercial general liability and commercial automobile liability insurance required above.

11. Payment for Use of Licensed Premises. AT&T shall not be required to pay for use of the Licensed Premises.

12. Assignment to Lytton. District shall assign this Agreement and all its rights and obligations to Lytton in escrow as part of Lytton purchasing the Licensor Property, and Lytton agrees to accept such assignment as part of such purchase.

13. Notice. Any notices or other communications under this Agreement shall be in writing and either: (i) personally delivered or sent by Federal Express or other commercially recognized overnight courier that provides receipted delivery service, delivery charges prepaid and return receipt requested; or (ii) sent by certified or registered United States Mail or express mail, postage prepaid and return receipt requested, addressed as specified below. Such notices and communications shall be deemed given as follows: (i) upon the date of delivery (or the date of refusal to accept delivery) in the case of personal or courier delivery; and (ii) three (3) days after deposit in the mail in the case of mail delivery. Any party may change its address for notices by giving at least ten (10) business days' advance written notice to the other parties.

**TO LICENSOR:**

**To District:** West Contra Costa Healthcare District  
c/o Archer Norris  
2033 North Main Street, Suite 800  
Walnut Creek, CA 94596  
Attn: Edward Shaffer

**To Lytton:** Lytton Rancheria of California  
c/o Tomaras & Ogas  
10755-F Scripps Poway Pkwy #281  
San Diego, CA 92131  
Attn: Kathryn Ogas

**TO AT&T:**

New Cingular Wireless PCS, LLC  
Attn: Tower Asset Group  
Re: Cell Site No.: CCL00009  
Search Ring Name: Brookside  
Cell Site Name: Brookside (CA)  
Fixed Asset No.: 10087788  
575 Morosgo Drive NE  
Suite 13F, West Tower  
Atlanta, GA 30324

With a copy to the AT&T Legal Department:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department – Network Operations  
Re: Cell Site No.: CCL00009  
Search Ring Name: Brookside  
Cell Site Name: Brookside (CA)  
Fixed Asset No.: 10087788  
208 S. Akard Street  
Dallas, TX 75202

And with a copy to:

John D. Newman  
Newman Group  
Attorney at Law  
92 Natoma Street, Suite 211  
San Francisco, CA 94105

14. General Terms.

a. This instrument constitutes the entire agreement between the Parties relating to the License. Any prior agreements, promises, negotiations, or representations regarding the License not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement will be of no force and effect unless it is in writing and signed by all Parties; provided, following sale of the Licensor Property and assignment of this Agreement to Lytton so that District no longer has any interest in either, District's signature shall not be required; and provided further, if the Licensor Property is not sold to Lytton, Lytton shall have no interest in this Agreement and Lytton's signature shall not be required for any amendment.

b. This Agreement shall bind and inure to the benefit of the Parties and their employees, agents, representatives, heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

c. This Agreement shall be construed and governed in accordance with the laws of the State of California. All of the Parties to this Agreement have participated fully in the

negotiation and preparation hereof and have had adequate opportunity to consult with their attorney and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto. In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender and all captions and Section headings shall be discarded.

d. In the event any interpretation of a provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstrued as deleted as such authority determines and the remainder of this Agreement shall be construed to be in full force and effect.

e. If any Party to this Agreement brings any arbitration, action or proceeding against any other Party by reason of the alleged breach of any covenant, warranty, representation or condition hereof, or otherwise arising out of this Agreement, whether for declaratory or other relief, the prevailing Party in such suit or proceeding shall be entitled to whatever costs of suit and attorney's fees as may be fixed by the arbitrator or Court in the State of California.

f. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Facsimile transmission or emailed signatures shall be deemed original signatures if followed by hard copy delivery.

g. The Recitals set forth in this Agreement are incorporated as material terms and provisions of this Agreement and are not mere recitations.

h. Each individual executing this Agreement on behalf of any other person or entity represents and warrants that he or she is duly authorized by such person or entity to do so, and each such person or entity represents and warrants that it is duly authorized to enter into this Agreement.

i. Nothing regarding this Agreement or the License shall be recorded against title to the Licensor Property.

*[Remainder of page left blank. Signatures start on next page.]*

Executed as of the date first indicated above.

**LICENSOR:**

**District:** West Contra Costa Healthcare District,  
a political subdivision of the State of California,  
dba Doctors Medical Center of San Pablo

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Lytton:** Lytton Rancheria of California,  
a federally recognized Indian tribe,  
a Tribal Government

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**AT&T:** New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation, its Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A: POTENTIAL LICENSED PREMISES**



**AT&T  
TEMPORARY  
FACILITY  
LOCATION**

[aerial photo from Google Earth]

**EXHIBIT 4**  
**LICENSE FEE AGREEMENT**

## License Fee Agreement

This License Fee Agreement (this “**Agreement**”) is entered into as of November 16, 2017 (the “**Effective Date**”) by and between West Contra Costa Healthcare District, a political subdivision of the State of California, dba Doctors Medical Center of San Pablo (“**District**”) and Lytton Rancheria of California, a federally recognized Indian tribe, a Tribal Government (“**Lytton**”). District and Lytton may be referred to individually herein as a “**Party**” and collectively as the “**Parties.**”)

### Recitals

A. District owns real property at 2000 Vale Road, City of San Pablo, California (the “**Property**”), commonly known as Doctors Medical Center (“**DMC**”), containing in part a multi-story hospital (the “**DMC Building**”), parking areas and driveways. Lytton holds contract rights to purchase the Property pursuant to that certain Purchase and Sale Agreement dated November 15, 2016 (“**Lytton PSA**”). Lytton intends to demolish all improvements thereon and develop parking to support its adjacent business.

B. Two wireless communication companies (GTE Mobilnet of California Limited Partnership, a California limited partnership, dba Verizon Wireless (“**Verizon**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“**AT&T**”), operate equipment in the DMC Building. The Lytton PSA requires as a condition to Lytton closing escrow on its purchase, that District remove Verizon and AT&T’s equipment from the DMC Building so it can be demolished and remove their recorded encumbrances from title to the Property.

C. As part of removing Verizon and AT&T, District and Lytton have agreed to grant the companies a license to use an identified portion of parking lot on the Property to install temporary wireless communications facilities (each, a “**License Site**”), via separate license agreements with each company. Each license will expire no later than July 31, 2020, unless terminated earlier by the wireless company. The companies may abandon equipment in place when they cease using their License Site.

D. As part of the arrangements with Verizon and AT&T, the two companies will not be required to pay any rent or fee for use of their License Site. Instead, District has agreed to pay Lytton a fee for the time that each company uses its License Site, as compensation for Lytton’s temporary inability to use one or both License Sites.

E. On October 20, 2016, District as a public entity petitioned for bankruptcy protection under Chapter 9 of the United States Bankruptcy Code (the “**Code**”) in the United States Bankruptcy Court, Northern District of California (Case No. 16-42917, the “**Bankruptcy Action**”). On June 9, 2017, District filed a plan of adjustment as amended July 21, 2017 (the “**Plan**”).

F. Accordingly, the Parties now hereby agree as follows:

## Agreement

1. Within ten (10) business days after execution of this Agreement by the Parties, District shall file a modification of the Plan (the “**Modified Plan**”) seeking approval of this Agreement in the Bankruptcy Action (the “**Court Approval**”). The Parties agree to cooperate in submitting this Agreement for Court Approval. This Agreement is expressly subject to obtaining Court Approval, and if not so approved shall be null and void *ab initio*. District shall provide Lytton notice of Court Approval or other actions on the Modified Plan by the Bankruptcy Court.

2. As consideration for Lytton agreeing to the two licenses and temporarily foregoing use of one or both License Sites, if and for so long as Verizon or AT&T uses its License Site after Lytton closes escrow and purchases the Property, District agrees to pay Lytton One Thousand One Hundred Sixty Dollars (\$1,160.00) per month, prorated for partial months, for each License Site that is used, without any further Bankruptcy Court approval. Such payment as to each wireless company’s use of its License Site shall begin on the later of (A) the close of escrow by Lytton or (B) the date the company begins physically using its License Site, and end on the earlier of (X) the date the company removes its equipment and surrenders its License Site to Lytton or (Y) thirty (30) days have passed from the date the company gave Lytton notice that it was terminating its license or its license has expired.

3. Lytton agrees that Verizon and AT&T will not be required to pay any rent or other charge to use the License Sites or otherwise exercise their rights under the licenses. In the event that District fails to timely make any payment specified in this Agreement, Lytton shall not interfere with use of the License Sites, attempt to terminate the Verizon or AT&T license, or seek payment from Verizon or AT&T, and Lytton’s sole recourse shall be to exercise its available legal rights to enforce the District’s payment obligation under this Agreement.

4. Other than the payment obligation under this Agreement, following close of escrow District shall have no responsibility or liability arising from Verizon or AT&T’s use of their respective License Site or their activities on the Property, which shall be governed by the license agreements with Verizon and AT&T to which the Tribe shall separately be a party.

5. Any notices or other communications under this Agreement shall be in writing and either: (i) personally delivered or sent by Federal Express or other commercially recognized overnight courier that provides receipted delivery service, delivery charges prepaid and return receipt requested; or (ii) sent by certified or registered United States Mail or express mail, postage prepaid and return receipt requested, addressed as specified below. Such notices and communications shall be deemed given as follows: (i) upon the date of delivery (or the date of refusal to accept delivery) in the case of personal or courier delivery; and (ii) three (3) days after deposit in the mail in the case of mail delivery. Any party may change its address for notices by giving at least ten (10) business days’ advance written notice to the other parties.

**To District:** West Contra Costa Healthcare District  
c/o Archer Norris  
2033 North Main Street, Suite 800  
Walnut Creek, CA 94596  
Attn: Edward Shaffer

**To Lytton:** Lytton Rancheria of California  
c/o Tomaras & Ogas, LLP  
10755-F Scripps Poway Pkwy #281  
San Diego, CA 92131  
Attn: Kathryn Ogas

6. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one and the same instrument. Facsimile transmission or emailed signatures shall be deemed original signatures.

7. No failure or delay in exercising any right under this Agreement shall operate as a waiver of that or any other right.

8. The Recitals set forth in this Agreement are incorporated as material terms and provisions of this Agreement and are not mere recitations.

***[REMAINDER OF PAGE LEFT BLANK. SIGNATURES START ON NEXT PAGE.]***

Effective as of the date first indicated above.

**District:** West Contra Costa Healthcare District, a political subdivision of the State of California, dba Doctors Medical Center of San Pablo

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Lytton:** Lytton Rancheria of California, a federally recognized Indian tribe, a Tribal Government

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT 5

### Executory Contracts and Unexpired Leases to be Assumed & Associated Cure Payments<sup>1</sup>

Name of Contract	Date of Contract	Counterparty	Cure Amount
Purchase and Sale Agreement	November 15, 2016	Lytton Rancheria of California	\$0
Trust Agreement		MG Trust Company, LLC d/b/a Matrix Trust Company	Estimated at \$13,500.00
Engagement Letter for Actuarial Services	May 15, 2017	Willis Towers Watson Delaware Inc.	\$0
Service Agreement	August 6, 2015	Conduent, Inc., f/k/a Xerox Consultant Company, Inc.	\$45,000
Agreement		Lincoln Financial Advisors	\$0
Agreement		MidAmerica	\$0
Medicare & Medi-Cal Appeal Services Agreement	May 21, 2013	Toyon	\$0

<sup>1</sup> The District reserves the right to modify this Exhibit prior to Plan confirmation. Any cure amounts listed shall be paid within thirty (30) days of the Effective Date.