

EXECUTION COPY

ESCROW AGREEMENT

Among

RBS ASSET FINANCE, INC.,
as Lessor,

GROSSMONT HEALTHCARE DISTRICT,
as Lessee,

and

RBS CITIZENS, N.A.,
as Escrow Agent

Dated as of June 1, 2012

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of June 1, 2012, by and among RBS CITIZENS, N.A., a national banking association acting by and through its Institutional Services Group, with an office at 870 Westminster Street, Providence, RI 02903 ("Escrow Agent"), RBS ASSET FINANCE, INC., a New York corporation ("Lessor"), and GROSSMONT HEALTHCARE DISTRICT, a local health care district duly organized and existing under the laws of the State of California ("Lessee").

In the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE 1

RECITALS

Section 1.01. Lessor and Lessee have entered into a Lease Agreement dated as of June 1, 2012 (the "Lease Agreement"), a duplicate original of which has been furnished to Escrow Agent, whereby Lessor has agreed to finance for Lessee the acquisition, installation and equipping of certain property described in the Lease Agreement (the "Project"), and Lessee has agreed to make Lease Payments (as defined in the Lease Agreement) to Lessor in the manner and on the terms set forth therein. This Agreement is not intended to alter or change the rights and obligations of Lessor and Lessee under the Lease Agreement, but is entirely supplemental thereto. Notwithstanding the foregoing, the Escrow Agent shall not be bound by or have any obligation to investigate, inquire, examine or assist in any manner whatsoever, the other parties' compliance with the terms of this Escrow Agreement that incorporate or reference provisions of the Lease Agreement. To the extent that there is any ambiguity or inconsistency concerning disbursements or other provisions regarding the Escrow Fund when the Lease Agreement and this Escrow Agreement are read together, the terms of the Escrow Agreement shall control.

Section 1.02. The terms capitalized in this Agreement but not defined herein shall have the meanings given to them in the Lease Agreement.

Section 1.03. Under the Lease Agreement, upon the satisfaction of certain conditions precedent, Lessor is required to deposit or cause to be deposited with Escrow Agent the sum of \$17,900,000, to be credited to the Escrow Fund established in Article 2 hereof and used to pay the Project Costs (as defined in the Lease Agreement), and, to the extent not needed for this purpose, to pay or prepay the Lease Payments coming due under the Lease Agreement; all as hereinafter provided.

Section 1.04. Under the Lease Agreement, Lessee will cause each portion of the Project to be ordered from the Vendor therefor. The purchase price to be paid to the Vendor supplying the portion of the Project shall be paid from the amount deposited with Escrow Agent as described in Sections 1.03 and 3.04 hereof, in accordance with this Agreement.

Section 1.05. Lessor and Lessee agree to employ Escrow Agent to receive, hold, invest and disburse the moneys paid to Escrow Agent by Lessor as described in Section 1.03, all as hereinafter provided; however, Escrow Agent shall not be obligated to assume or perform any obligation of Lessor, Lessee or any Vendor with respect thereto or under the Lease Agreement by reason of anything contained in this Agreement.

Section 1.06. Each of the parties has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

ARTICLE 2

ESCROW FUND

Section 2.01. Escrow Agent shall establish a special escrow fund designated as the “RBS Asset Finance, Inc. Escrow Fund” (the “Escrow Fund”), shall keep such Escrow Fund separate and apart from all other funds and moneys held by it and shall administer such Escrow Fund as provided in this Agreement.

Section 2.02. All moneys paid to Escrow Agent by Lessor pursuant to Section 1.03 of this Agreement shall be credited to the Escrow Fund. Escrow Agent shall use the moneys in the Escrow Fund to pay the Project Cost of each portion of the Project, upon receipt with respect thereto of a Payment Request Form attached hereto as Exhibit A, executed by Lessor and Lessee, fully completed and with all supporting documents described therein attached thereto. Upon receipt of a Payment Request Form with respect to any portion of the Project, an amount equal to the Project Cost as shown therein shall be paid directly to the person or entity entitled to payment as specified therein.

Section 2.03. On January 29, 2014, Escrow Agent shall pay to Lessor an amount equal to the entire remaining balance on deposit in the Escrow Fund, less the sum of (a) an amount equal to the Project Cost of all portions of the Project for which Escrow Agent has received a fully and properly completed Payment Request Form and which has not been paid and (b) the amount of any deposit by Lessee pursuant to Section 3.04 hereof remaining on deposit in the Escrow Fund (which remaining amount shall be paid to Lessee). The amount paid to Lessor shall be applied to any prepayment premium determined pursuant to the terms of the Lease Agreement, the Lease Payments and any other amount due under the Lease Agreement, all as set forth in the Lease Agreement. Upon payment as described in the preceding sentence, Lessor shall prepare a revised Exhibit A to the Lease Agreement (which shall be effective without the consent of Lessee) reflecting such payment.

Section 2.04. Upon receipt of written notice by Escrow Agent from Lessor or Lessee that an Event of Default has occurred under the Lease Agreement or that Lessee has determined not to complete the acquisition of the Project or any project related thereto, Escrow Agent shall liquidate all investments held in the Escrow Fund and transfer the proceeds thereof and all other moneys held in the Escrow Fund to Lessor to be applied to any prepayment premium determined

pursuant to the terms of the Lease Agreement, the Lease Payments and any other amounts due under the Lease Agreement, all as determined by Lessor.

Section 2.05. Escrow Agent agrees to hold the Escrow Fund and to perform its obligations in accordance with the terms and provisions of this Escrow Agreement and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Escrow Fund to make the payments herein required.

ARTICLE 3

MONEYS IN ESCROW FUND; INVESTMENT

Section 3.01. The moneys and investments held by Escrow Agent under this Agreement, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein and in the Lease Agreement for the disbursement of funds by Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted to Lessor by Lessee, to secure payment of all sums due to Lessor under the Lease Agreement. Escrow Agent shall hold the Escrow Fund and the securities and monies therein for the purpose of perfecting Lessor's security interest therein and shall dispose of the Escrow Fund only in accordance with the terms and conditions of this Escrow Agreement. Escrow Agent hereby accepts appointment as agent and agrees to establish and maintain the Escrow Fund and the monies and securities therein as a financial intermediary or securities intermediary, as the case may be, for Lessor, as entitlement holder. Escrow Agent confirms that (a) the Escrow Fund is a "securities account" as such term is defined in §8-501 of the applicable UCC; (b) Escrow Agent shall, subject to the terms of this Escrow Agreement, treat Lessor as entitled to exercise the rights that comprise any financial asset credited to the Escrow Fund; (c) all property delivered to Escrow Agent for deposit into the Escrow Fund will be promptly credited to the Escrow Fund; and (d) all securities and other property underlying any financial assets credited to the Escrow Fund shall be registered in the name of Escrow Agent, indorsed to Escrow Agent or in blank or credited to another securities account maintained in the name of Escrow Agent; and in no case will any financial asset credited to the Escrow Fund be registered in the name of Lessee, payable to the order of Lessee or specially indorsed to Lessee. Escrow Agent agrees that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Escrow Fund shall be treated as a "financial asset" within the meaning of §8-102(a)(9) of the UCC. If at any time Escrow Agent shall receive an "entitlement order" (within the meaning of §8-102(a)(8) of the UCC) issued by Lessor and relating to the Escrow Fund, Escrow Agent shall comply with such entitlement order without further consent by Lessee or any other person.

Section 3.02. Moneys held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon order of Lessee only in Qualified Investments, as defined in Section 3.05. Such investments shall be registered in the name of Escrow Agent and held by Escrow Agent for the benefit of Lessor and Lessee. With the approval of Lessee, Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Article. Such investments and reinvestments shall be made giving full consideration for the time at which funds are required to be available.

Section 3.03. Escrow Agent shall, without further direction from Lessee, sell such investments as and when required to make any payment from the Escrow Fund. Any income received on such investments shall be credited to the Escrow Fund.

Section 3.04. Escrow Agent shall furnish to Lessee and Lessor reports accounting for all investments and interest and income therefrom. Such accounting shall be furnished monthly to both Lessor or Lessee. Neither Lessor nor Escrow Agent shall be responsible or liable for any loss suffered in connection with any investment of moneys made by Escrow Agent in accordance with this Article. In the event funds in the Escrow Fund are insufficient to pay the Project Costs, Lessee shall deposit additional funds into the Escrow Fund to be disbursed in accordance with the provisions hereof, and such additional funds deposited by Lessee shall be disbursed from the Escrow Fund before any other funds held in the Escrow Fund.

Section 3.05. As used in this Agreement, the term "Qualified Investments" means (a) securities which are general obligations of or are guaranteed as to the payment of principal and interest by the United States of America; (b) obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following: Federal Home Loan Bank System, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Corporation or Federal Housing Administration; (c) commercial paper issued by corporations organized under the laws of a state of the United States which is rated in the highest rating category by Standard & Poor's Ratings Services, a division of the McGraw Hill Companies, Inc., or Moody's Investors Service, Inc.; (d) certificates of deposit issued by or other forms of deposit in any national or state bank to extent that such deposits are fully insured by the Federal Deposit Insurance Corporation or any successor agency which is backed by the full faith and credit of the United States; or (e) the RBS Citizens, N.A. Cash Sweep Account. By execution of this Agreement, Lessee also consents to the investment and reinvestment by the Escrow Agent of any moneys held as part of the Escrow Fund in shares of a money market fund (including a money market fund for which Escrow Agent and its affiliates provide advisory, custodial, administrative or similar services and receives fees), provided: (x) the money market fund is registered under the Investment Company Act of 1940; (y) the money market fund has been rated by a nationally recognized statistical rating organization in one of that organization's three highest mutual fund rating categories; and (z) the money market fund's investments are limited to those Qualified Investments listed in (a), (b) or (c) above. Derivative products are not "Qualified Investments."

DISCLOSURE: The RBS Citizens, N.A. Cash Sweep Account is essentially a deposit on the books of Escrow Agent. The RBS Citizens, N.A. Cash Sweep Account is used as a sweep

vehicle, has daily liquidity and has no restrictions on deposits or withdrawals within it. No securities are purchased within the RBS Citizens, N.A. Cash Sweep Account.

ARTICLE 4

ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 4.01. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Notwithstanding anything herein to the contrary, Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. This Escrow Agreement expressly sets forth all the duties of the Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. Escrow Agent shall not be bound by the provisions of any agreement among the other parties hereto except this Escrow Agreement. The parties hereto, other than the Escrow Agent, agree that the duties of the Escrow Agent are solely ministerial in nature and have been requested for the convenience of the parties. Unless Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, as determined by a final non-appealable order from a court of competent jurisdiction, Lessee hereby agrees to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, to indemnify Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. Escrow Agent shall be vested with a lien on all property deposited hereunder for indemnification, for reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other reasonable expenses, fees or charges of any character or nature, which may be incurred by Escrow Agent by reason of disputes arising between Lessee and Lessor as to the correct interpretation of the Lease Agreement or this Agreement and instructions given to Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

Section 4.03. If Lessee or Lessor shall be in disagreement about the interpretation of the Lease Agreement or this Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, or in the event that Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action,

and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in such action is received.

Section 4.04. Escrow Agent may consult with counsel of its own choice (including in-house legal counsel) and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct, as determined by a final non-appealable order from a court of competent jurisdiction.

Section 4.05. Notwithstanding anything herein to the contrary, Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall not be required to defend any legal proceedings which may be instituted against it with respect to this Escrow Agreement unless requested to do so in writing by the other parties hereto, and unless and until it is indemnified by the other parties hereto, to the sole satisfaction of Escrow Agent, against the cost and expense of such defense, including, without limitation, the reasonable fees and expenses of its legal counsel.

Section 4.06. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

ARTICLE 5

ESCROW AGENT'S COMPENSATION

Escrow Agent's compensation for the services to be rendered hereunder is set forth in Exhibit B hereto. Lessee hereby agrees to pay the initial annual administration fee upon execution of this Agreement. Lessee hereby agrees to pay and/or reimburse Escrow Agent upon request for all expenses, disbursements and advances, ongoing annual administration fees, investment fees or other charges, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder and such fees and charges may be deducted from investment earnings on the Escrow Fund.

ARTICLE 6

CHANGE OF ESCROW AGENT

Section 6.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement upon agreement of Lessor and Lessee and upon not less than 30 days' prior written notice to the Escrow Agent. Such substitution shall not be deemed to affect the rights or obligations of the

parties. Upon any such substitution, Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Agreement.

Section 6.02. Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor.

Section 6.03. Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to Escrow Agent under this Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

ARTICLE 7

ADMINISTRATIVE PROVISIONS

Section 7.01. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of any of them, at any time during regular business hours upon reasonable notice to the Escrow Agent.

Section 7.02. All notices, certificates, requests, demands and other communications provided for hereunder shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail (c) sent by overnight courier of national reputation, or (d) transmitted by telecopy, in each case addressed to Lessor and Lessee at their respective address set forth in the Lease Agreement and to Escrow Agent at its address as set forth below and, if telecopied, transmitted to Lessor and Lessee at their respective telecopier number set forth in the Lease Agreement and to Escrow Agent at its telecopier number set forth below or, as to each party, at such other address or telecopier number as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (w) the date received if personally delivered, (x) when deposited in the mail if delivered by mail, (y) the date sent if sent by overnight courier or (z) the date of transmission if delivered by telecopy.

Escrow Agent:

RBS Citizens, N.A.
870 Westminster Street
Providence, RI 02903
Telephone: (401) 282-3836
Telecopier: (401) 455-5279

Section 7.03. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO THE CONFLICT-OF-LAWS PRINCIPLES THEREOF).

Section 7.04. Any provisions of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement or the Lease Agreement.

Section 7.05. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Specifically, as used herein the term “Lessor” means any person or entity to whom Lessor has assigned its right to receive payments under the Lease Agreement and any payments due to Lessor hereunder from after the date when a duplicate original of such assignment is filed with Escrow Agent.

Section 7.06. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement. The parties agree that Payment Request Forms may be submitted electronically to Lessor and may be executed by Lessor and Lessee electronically. The parties agree not to deny the legal effect or enforceability of any Payment Request Form solely because it is in electronic form or because an electronic record was used in its formation. Lessor, Lessee and Escrow Agent agree not to object to the admissibility of Payment Request Forms in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Section 7.07. This Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder; *provided* that the provisions of Section 4.02 shall survive any termination of this Agreement.

Section 7.08. This Agreement (and, with respect to Lessor and Lessee, together with the Lease Agreement) constitutes the entire agreement of the parties relating to the subject matter hereof.

Section 7.09. To the extent permitted by law, the terms of this Agreement shall not be waived altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Lessee and Lessor may agree to amend the date specified in Section 2.03 to a date no more than three years after the closing with notice to Escrow Agent. Such amendment shall be effected by written agreement signed by Lessee and Lessor in the form of Exhibit C hereto. Escrow Agent’s consent to the amendment referred to in this paragraph shall not be required.

Section 7.10. TO THE EXTENT PERMITTED BY LAW, LESSOR, LESSEE AND ESCROW AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY

OR INDIRECTLY, THIS AGREEMENT OR ANY OF THE RELATED DOCUMENTS, ANY DEALINGS AMONG LESSOR, LESSEE AND ESCROW AGENT RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG LESSOR, LESSEE AND ESCROW AGENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED TRANSACTIONS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 7.11. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each individual or entity that opens an account. Therefore, Escrow Agent must obtain the name, address, taxpayer or other government identification number, and other information, such as date of birth for individuals, for each individual and business entity that is a party to this Escrow Agreement. For individuals signing this Escrow Agreement on their own behalf or on behalf of another, Escrow Agent requires a copy of a driver's license, passport or other form of photo identification. For business and other entities that are parties to this Escrow Agreement, Escrow Agent will require such documents as it deems necessary to confirm the legal existence of the entity. At the time of or prior to execution of this Escrow Agreement, any party providing a tax identification number for tax reporting purposes shall provide to Escrow Agent a completed IRS Form W-9, and every individual executing this Escrow Agreement on behalf of party shall provide to the Agent a copy of a driver's license, passport or other form of photo identification acceptable to the Escrow Agent. The parties hereto agree to provide to the Escrow Agent such organizational documents and documents establishing the authority of any individual acting in a representative capacity as Escrow Agent may require in order to comply with its established practices, procedures and policies. Escrow Agent is authorized and directed to report all interest and other income earned on the Escrow Fund in accordance with the Form W-9 information provided to Escrow Agent. The parties to this Escrow Agreement, other than Escrow Agent, understand that, in the event one or more tax identification numbers are not certified to Escrow Agent, the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the Escrow Fund.

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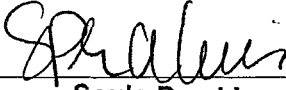
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Lessor:

Escrow Agent:

RBS ASSET FINANCE, INC.

RBS CITIZENS, N.A.

By: 
Name: Soula Perakis
Title: Vice President

By: _____
Name: _____
Title: _____

Lessee:

GROSSMONT HEALTHCARE DISTRICT

By: _____
Name: _____
Title: _____

[EXECUTION PAGE OF ESCROW AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

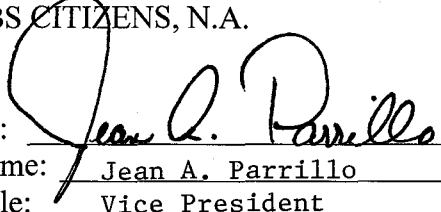
Lessor:

RBS ASSET FINANCE, INC.

By: _____
Name: _____
Title: _____

Escrow Agent:

RBS CITIZENS, N.A.

By:  _____
Name: Jean A. Parrillo
Title: Vice President

Lessee:

GROSSMONT HEALTHCARE DISTRICT

By: _____
Name: _____
Title: _____

[EXECUTION PAGE OF ESCROW AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Lessor:

Escrow Agent:

RBS ASSET FINANCE, INC.

RBS CITIZENS, N.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Lessee:

GROSSMONT HEALTHCARE DISTRICT

By: *Robert Ayres*
Name: ROBERT AYRES
Title: SECRETARY / TREASURER

EXHIBIT A

FORM OF PAYMENT REQUEST FORM

Payment Request Form No. _____

Grossmont Healthcare District, as lessee (“Lessee”) under that certain Lease Agreement dated as of June 1, 2012 (the “Lease Agreement”), by and between RBS Asset Finance, Inc. (“Lessor”) and Lessee, hereby requests RBS Citizens, N.A., as escrow agent (“Escrow Agent”) under the Escrow Agreement dated as of June 1, 2012 (the “Escrow Agreement”) among Escrow Agent, Lessor and Lessee, to make payment from the Escrow Fund (as defined in the Escrow Agreement) to the following party or parties, at the addresses set forth below:

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
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In connection therewith, the undersigned officer of Lessee hereby certifies as follows:

1. All of the provisions of the Lease Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Lease Agreement.

2. The portion of the Project subject to this Payment Request Form comprises a portion of the Equipment described in the Lease Agreement, and has been delivered to, tested and inspected by, and accepted by Lessee.

3. The payments to be made to the payees set forth above are for either the Project Costs described above, or reimbursement to Lessee therefor, and the payments have not been the basis for a prior request which has been paid, and the amount remaining in the Escrow Fund is sufficient to pay the remaining Project Costs of the Equipment.

4. All of Lessee’s representations, covenants and warranties contained in the Lease Agreement and the Tax Regulatory Agreement were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request Form, and Lessee has fully and satisfactorily performed all of its covenants and obligations to date required under the Lease Agreement and the Tax Regulatory Agreement. No Default or Event of Default has occurred under the Lease Agreement. All of the conditions contained in Article III of the Lease Agreement have been satisfied.

5. Lessee understands that Lessor is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

6. ***Please indicate if this Payment Request Form relates to the final disbursement from the Escrow Fund: _____ Yes ___ No.***

If this Payment Request Form relates to the final disbursement from the Escrow Fund, Lessee and Lessor hereby instruct Escrow Agent to disburse to Lessor the remaining moneys held in the Escrow Fund to be applied to prepay the Lease as set forth in Section 2.07 of the Lease Agreement.

7. *Please indicate if this Payment Request Form reimburses Lessee for any payment or payments previously made by Lessee: __Yes __No.*

If this Payment Request Form requests such a reimbursement, the payment or payments for any obligations originally paid by Lessee, for federal income tax purposes, was after April 30, 2012.

8. *Lessee attaches hereto the following items:*

(a) *invoices and/or bills of sale* relating to the Project and, if such invoices have been paid by Lessee, evidence of payment thereof. As provided in Section 11.07 of the Lease Agreement, upon execution of this Payment Request Form by Lessee and Lessor, Exhibit A to Lease Agreement shall be amended to include the specific equipment listings and descriptions contained in the invoices and/or bills of sale attached hereto. If this request for payment relates to any vehicle subject to certificate of title laws, attached hereto is the manufacturer's statement of origin (MSO) and the title application naming RBS Asset Finance, Inc. as first lienholder;

(b) the *list of Equipment* attached to the Lease Agreement, upon which Lessee has indicated those particular portions of the Project that relate to this Payment Request Form; and

(c) an *insurance certificate* in the form required by the Lease Agreement if such insurance certificate has not been previously provided by Lessee to Lessor.

Lessee:

GROSSMONT HEALTHCARE DISTRICT

By: _____

Name: _____

Title: _____

Approved by Lessor:

RBS ASSET FINANCE, INC.

By: _____

Name: _____

Title: _____

Attachments:

1. Invoices
2. Marked List of Project
3. Insurance Certificate (if not previously provided)

EXHIBIT B

SCHEDULE OF ESCROW AGENT'S FEES

Annual Fee.....\$5,000
Security Transaction Charge..... \$25.00 each
Wire Fee.....\$25.00

Exhibit C to Escrow Agreement

FORM OF AMENDMENT

This Amendment to Escrow Agreement is dated as of _____, 201__ (this "Amendment") by and between RBS Asset Finance, Inc. ("Lessor") and Grossmont Healthcare District ("Lessee").

RECITALS

A. Lessor, Lessee and RBS Citizens, N.A. ("Escrow Agent") have entered into an Escrow Agreement dated as of June 1, 2012 (the "Agreement").

B. Pursuant to Section 7.09 of the Agreement, Lessor and Lessee may, without the consent of Escrow Agent, amend the date specified in Section 2.03 of the Agreement to a date no more than three years after the date of closing.

C. Lessor and Lessee desire to amend the date specified in Section 2.03 of the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. Lessor and Lessee amend Section 2.03 of the Agreement by replacing the date "_____, 201__" as it appears in the second sentence thereof with the date "_____, 201__."

2. In consideration for the administrative work incurred in connection with the extension granted hereby, Lessee agrees to pay Lessor an administrative fee in the sum of \$250. By delivery of a copy of this Amendment to Escrow Agent, Escrow Agent is instructed to disburse \$250 to Lessor from the investment earnings in the Escrow Fund.

3. This Amendment shall become effective only upon execution hereof by duly authorized officers or representatives of Lessor and Lessee.

4. All other terms and conditions of the Agreement not specifically amended by this Amendment shall remain in full force and effect and are hereby ratified and confirmed by Lessor and Lessee.

5. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in their respective corporate names by their duly authorized officers, all as of the date first written above.

Lessor:

RBS ASSET FINANCE, INC.

By: _____

Name: _____

Title: _____

Lessee:

GROSSMONT HEALTHCARE DISTRICT

By: _____

Name: _____

Title: _____