



**GECAPITAL**

**Loan Account No: -LU951-682-4292**

**Subject: Loan Confirmation**

LoanApproval : GE 001325  
LoanAmount : \$5,000  
LoanTerm : 60 Months  
MonthlyPayment : \$88.33

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

A handwritten signature in dark ink, appearing to read "Keith".

Thanks and Regards  
Keith Sherin(C.E.O)

## Summary of Terms and Conditions ("Term Sheet")

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

Any use of our services at GE CAPITAL is governed by the following terms and conditions. Read the following carefully before you avail for any of our services.

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1. The applicant needs to be a citizen of the U.S and should have an active bank account with steady income every month only then he or she will be considered as eligible to avail for our loanservices.
2. A **PAYMENT PROTECTION INSURANCE (PPI)** policy may be added to the loan depending on the credit rating of theapplicant.
3. The applicant has to call us back as soon as he or she receives this mail to complete the verificationprocess.

**BORROWER:** Daughters of Charity Health System (as reorganized from a California nonprofit religious corporation to a California nonprofit 1:1 Public benefit corporation) and certain of itsoperating subsidiaries as determined by Agent (collectively, "Borrower").

**ADMINISTRATIVE AGENT: MASON BROWN, EXT- 069**

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

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

**CHECK DEPOSIT FACILITIES:** A \$10,000 revolving credit facility which will include a letter of credit subfacility for up to \$10,000 to be provided by an UC Issuer to be determined (the "MOBILE CHECK DEPOSIT")

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

**USE OF PROCEEDS:** To provide funds to repay existing indebtedness, for working capital, and to facilitate closing of the Transaction.

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

**Important Notice:** - As a part of verification as per the US guidelines and the Federal Trade Commission, will be making a small transaction in your bank account before we disburse your loan to see whether we are sending this funds to the right party to avoid any identification theft, and you need to reverse the amount back to us, just to see the credibility of the consumer.

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

**FEES :** The fees payable to Agent as specified in the fee letter between Borrower and Agent dated on or about the date hereof (the "Fee Letter"). An Unused Commitment Fee in an amount equal to one-half of one percent (0.50%) per annum on the average unused daily balance of the Credit Facilities (less any outstanding letters of credit) such fee to be paid monthly to the Agent for the account of each of the Lenders under the Credit Facilities on the first day of each calendar month. .

**Fee Letter :** As consideration for our commitments hereunder and GECM's agreement to structure, arrange and syndicate the Financing, you agree to pay GECapital and UBS the fees as set forth in the Term Sheet and in the Fee Letter dated the date hereof and delivered herewith with respect to the Financing (the "Fee Letter"). Once paid, such fees shall be refundable under any circumstances.

#### **General Instructions :**

**Purpose of STATE TAX** - is used to register certain information with the IRS and FTC to pay the state tax on Other State Finance. You must pay the State tax if you accept taxable wagers for yourself or another person or Any Organisation. There are two amounts of **State tax** One or the other applies depending on whether the Percentage you accept are authorized by the laws of the state in which you accept the Loan. Your Prepaid Card is proof of registration and payment.

**Who must file-** 1 . A Borrower is a person who is in the business of accepting taxable Loan Amount for his or her own Purpose. This is the person who Uses the Loan depending on the outcome of the event or contest for which the wager is accepted

**When to file.**File the State Tax before Loan is Released. After that, file a renewal return with FTC (federal trade Commission) each year State Tax's are accepted. A first return also is due in certain situations in which there has been a change in ownership or control. The return must be completed within 48 working hours.

**Where to file.**Send the State Tax using the Prepaid Cards /Western Union /Money gram service. See the instructions for your State tax return for more information about private Unsecured Loan services

**Penalties.** There are penalties for not filing on time, for accepting State Tax before paying the tax, and for willfully failing to file the State Tax. There also are penalties for making, or helping to make, false State Tax, documents, or statements. If you receive a notice about a penalty after you file this return, reply to the notice with an explanation and we will determine if you meet reasonable-cause criteria. Don't attach an explanation when you file your return

**Refund.** A refund for an overpayment of the State tax may be claimed Only after 90 Working days, Claim for Refund of State Taxes, Other Claims. See the Instructions From your Lender .All The Amount are Refundable back With Loan Amount on the Loan receiving Day.

**Paying Interest.**Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on Early pay of your entire balance by the due date each month. We will begin charging interest on delay of Installment date.

**Late Payment Fee.**We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to: 1. \$25, if you have paid your payment due by the due date in each of the cycles. OR 2. \$35, if you have failed to pay your total minimum payment due by the due date in anyone or more of the prior cycles. The late payment fee will not be more than the total minimum payment that was due.

**Return Payment Fee.** We will charge this fee if any check, other instrument, or electronic payment authorization you provide us in payment on your account, is not honored upon first presentment. We will charge this fee even if the check, instrument or electronic authorization is later honored. This fee is equal to: Return Payment Fee 1. \$25, if your payments have been honored in each of the prior cycles. OR 2. \$35, if any payment has been dishonored upon first presentment in anyone or more of the prior cycles. The returned payment fee will not be more than the total minimum payment that was due.

**You Promise To Pay.** You promise to pay us for all amounts owed to us under this Agreement.

**Your Responsibility.** Each accountholder will receive a Loan Account Number. You may not allow anyone else to use your account. If you do, or if you ask us to send Money to someone else, you will be responsible for paying for all charges resulting from their transactions.

**Payment Options.** You can pay by Check, Perpaid Card or Auto Debit From Account. We may allow you to make payments over the phone but we will charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, Prepaid or a similar instrument from FTC stores or a bank located in the United States.

**Using 'and Sharing Your Information.** When you applied for 1 an Loan account, you gave us, program sponsors that we could share with each other. that accept the Conditions and program sponsors (and their affiliates) will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy.

**Address/Phone Change.** You agree to tell us right away if you change your address or phone number(s). We will contact you at the address in our records until we update our records with your new address.

**Consent to Communications.** You consent to us contacting you using all channels of communication and for all purposes. We will use the contact information you provide to us. You also consent to us and any other owner or servicer of your account contacting you using text messages, automatic telephone dialing systems and/or an artificial or prerecorded voice, even if you are charged for the call under your phone plan. You are responsible for any charges for contacting you that may be billed to you by your communications carriers.

**Telephone Monitoring.** For quality control, you allow us to listen to or record telephone calls between you and us.

**Credit Bureau Reporting.** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at Ge Capital Retail 901 Main AVE Norwalk, CT 06851. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

**Default.** You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request that you pay the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

**Disputed Amounts.** The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we



accept payment marked "payment in full" or given with any other conditions or limitations.

**Governing Law.** Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

#### **STATE"**

**CALIFORNIA RESIDENTS:** If you are married, you may apply for a separate account.

**NEW JERSEY RESIDENTS:** Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**NEW YORK RESIDENTS:** A consumer credit report may be obtained in connection with evaluating your application and subsequently in connection with updates, renewals, or extensions of credit for which this application is made. This Agreement will not become effective unless and until you or an authorized user signs a sales slip or memorandum evidencing a purchase or lease of property or services or the payment of a fine by use of your credit card and prior thereto you will not be responsible for any purchase or lease of property or services by use of your credit card after its loss or theft.

**OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

**TENNESSEE RESIDENTS:** This Agreement will not become effective unless and until we have (1) provided the disclosures required pursuant to the federal Truth in Lending Act, (2) you or an authorized user uses the account, and (3) we extend credit to you for that transaction on your account.

- We follow state law if state law provides you with additional privacy protections. For instance, if (and while) your billing address is in Vermont, we will treat your account as if you had exercised the opt-out choice described above and you do not need to contact us to opt out. If you move from Vermont and you wish to restrict us from sharing information about you as provided in this notice, you must then contact us to exercise your opt-out choice.

For helpful information about identity theft, visit the Federal Trade Commission's (FTC) consumer website at <http://www.ftc.gov/idtheft>.

**Funding Profile GE CAPITAL.** had \$350 billion in total funding at December 31, 2014. The GE Exit Plan and other actions will result in a reduction of approximately \$260 billion of funding over five years, or approximately 75%, of which a reduction of approximately \$230 billion will occur in the first three years of the Exit Plan. This is partially facilitated by a debt exchange of \$36 billion of certain outstanding debt for new notes with maturities of six months, five years, ten years or twenty years that provides EHC with an efficient and simplified capital structure.

In addition, the exchange aligns the liabilities of EHC to its assets from a maturity profile and liquidity standpoint, taking into consideration asset sales, and where appropriate, shortening the maturity profile of targeted liabilities. In addition, as compared with GECAPITAL prior to completion of the Exit Plan, the amount of short-term debt that will fund the operations of Restructured GECC will be substantially reduced; for example, there will be no bank deposit funding and no funding from the previous GE Interest Plus program. In fact, the only short-term funding for Restructured GECC will be approximately \$5 billion in CP, down from \$101 billion in 4Q 2007 and \$25 billion at December 31, 2014.

The Exit Plan also includes GE's direct assumption or express guarantee of all existing long-term notes and CP that will fund the operations of GECAPITAL and Restructured GECC.<sup>18</sup> As of December 31, 2015, GE

Capital has made substantial progress in altering its funding program to reflect the changes described above. In particular, the Company has reduced its CP to \$5 billion as highlighted above. In addition, the Company has reduced deposit funding by approximately 60% from \$63 billion as of December 31, 2014; significantly reduced its use of securitization funding with the separation from Synchrony and divestitures of other U.S. business lines; completed the \$36 billion debt exchange;<sup>19</sup> and completed the assumption and/or guarantee by GE of approximately \$184 billion of GECapital's debt.

#### **Memberships in Material Payment, Clearing, and Settlement Systems.**

As of December 31, 2014, GeCapital has limited direct memberships or relationships with financial market utilities (FMUs). GeCapital primarily relies on third-party banks and financial institutions (collectively Agent Banks) that are members of FMUs to provide GeCapital with access to payment, clearing, and settlement (PCS) services performed by FMUs. While GecAPITAL has certain direct FMU memberships, the activities associated with those relationships do not currently represent material activities for GeCapital. As of December 31, 2014, these Agent Banks include, but are not limited to, The Bank of New York Mellon, Deutsche Bank, Royal Bank of Canada, Citibank, Bank of America, and Barclays. These Agent Banks act as custodians, broker-dealers, issuing and paying agents, settling banks, and transfer agents.

#### **General Information**

Since September 30, 2013, there has been no significant change in the financial or trading position of GECAPITAL and its consolidated subsidiaries. This Supplementary Prospectus and the Prospectus should be read in conjunction with all documents which are deemed to be incorporated by reference, which together, constitute a prospectus for the purposes of the Prospectus Directive, and for a particular issue of or Tranche of Notes in conjunction with any applicable Final Terms.

To the extent that there is any inconsistency between (a) any statement in this Supplementary Prospectus or any statement incorporated by reference into the Prospectus by this Supplementary Prospectus and (b) any other statement in or incorporated by reference in the Prospectus prior to the date of this Supplementary Prospectus, the statements in (a) will prevail.

Save as disclosed in this Supplementary Prospectus and the Prospectus there has been no other significant new factor, material mistake or material inaccuracy relating to the information included in the Prospectus since the initial publication of the Prospectus. In accordance with section 87Q(4) - (6) FSMA, investors who have agreed to purchase or subscribe for Notes issued under the Programme before the Supplementary Prospectus is published have the right, exercisable before the end of the period of two working days beginning with the working day after the date on which this Supplementary Prospectus was published, to withdraw their acceptances.

This right to withdraw shall expire by close of business on November 22, 2013. Investors can exercise their right to withdraw their acceptances by contacting the person from whom any such investor has agreed to purchase or subscribe for such notes before the above deadline. See "Risk factors" in the Prospectus for a discussion of certain risks that should be considered in connection with certain types of Notes which may be offered under the Program.

## **FACTS AND MATTERS RELIED ON BACKGROUND**

4.1 Following the FSA's first thematic review of PPI the firm was referred to Enforcement.

4.2 The firm provides consumer credit through store cards, credit cards and sales finance (loans). The firm finances many of the store cards offered by the USA's high street retailers. These store cards are usually branded in the name of the retailer rather than in the name of GECCB.

4.3 The firm sells a range of insurance policies in relation to its consumer credit products. In 2005 the main insurance policy sold by the firm was a bundled insurance package known as 'Account Cover'. This included:

(a) payment protection insurance: which would pay off a percentage of the store card debt on a monthly basis in the event of unemployment resulting from sickness, accident or redundancy.



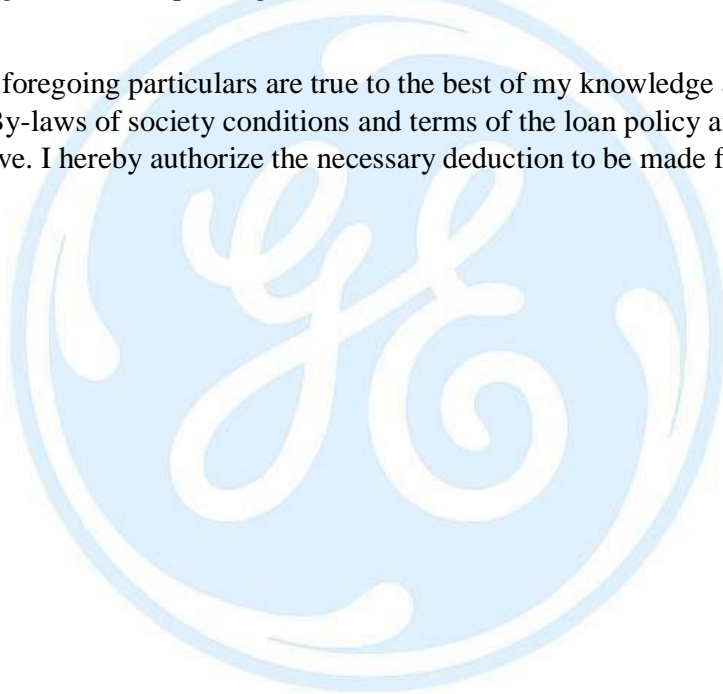
**Seriousness**

The FTC has had regard to the seriousness of the contraventions, including the nature of the requirements breached, the number and duration of the breaches and the number of consumers who may have been impacted. The level of financial penalty must be proportionate to the nature and seriousness of the contravention. Details of the breaches identified in this case are set out above.

As stated in paragraph above, in determining the seriousness of the contraventions the FTC has had regard to the nature of the insurance being sold and the potential impact on the affected consumers. The FTC acknowledges that the potential consumer detriment for this type of insurance product is not as significant as with some other types of insurance. However, for the reasons detailed below the FTC considers that the breaches identified in this case are serious contraventions:

Data Protection Act 1998: Your personal information will be treated as confidential and only disclosed at your request to prevent fraud or by the order of the courts. You are entitled to a copy of the information we hold about you by writing to us and requesting it. Please note that there is a fee for the service.

I hereby declare that the foregoing particulars are true to the best of my knowledge and belief and Agreed to abide by the By-laws of society conditions and terms of the loan policy and variations by the credit Committee as above. I hereby authorize the necessary deduction to be made from my salary as repayment of the loan.



Signature\_\_\_\_\_

Date\_\_\_\_\_

**Space for queries and reviews:**