

SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF ASSETS

THIS SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF ASSETS (this "Second Amendment") is made and entered into as of August 28, 2019 (the "Execution Date"), by and among TULARE LOCAL HEALTHCARE DISTRICT, a local health care district of the State of California ("Seller" or the "District"), on the one hand, and ADVENTIST HEALTH TULARE, a California nonprofit religious corporation ("Buyer"), and ADVENTIST HEALTH SYSTEM/WEST, a California nonprofit religious corporation doing business as ADVENTIST HEALTH ("Adventist Health"), on the other hand. At times hereafter, Buyer, Seller and Adventist Health are referred to individually as a "Party" or collectively as the "Parties". Adventist Health and Buyer are hereinafter referred to at times individually as an "Adventist Party" and collectively as "Adventist Parties".

RECITALS

A. Buyer, Seller and Adventist Health are parties to that certain Agreement for Purchase and Sale of Assets (the "Agreement"), dated as of March 15, 2019 and as amended on April 1, 2019, by and among the Parties, pursuant to which Buyer has agreed to acquire from Seller all right, title and interest of Seller in and to the Acquired Assets.

B. The Parties have identified the final list of Contracts that Seller has assigned to Buyer, and Buyer has assumed from Seller (the "Final Assumed Contracts"), under the terms of the Agreement and as approved by the Bankruptcy Court.

C. The Parties desire to amend and restate Schedule 2.1.3 of the Agreement as set forth below to memorialize the agreement between the Parties as to the list of Final Assumed Contracts.

D. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement.

In consideration of the foregoing recitals and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendments to Agreement. The Agreement is hereby amended as follows:

(a) Schedule 2.1.3 of the Agreement is hereby amended and restated in its entirety as set forth in the attached Schedule 2.1.3:

2. Miscellaneous.

(a) Governing Law. This Second Amendment shall be governed by, and shall be construed and enforced in accordance with, the internal Laws (not the choice of law) of the State of California. Each Party agrees to submit to the jurisdiction of the Bankruptcy Court and the Courts of the State of California. Any action or proceeding to enforce or interpret any provision of this Agreement shall be brought, commenced or prosecuted in the County of Fresno, California.

(b) Counterparts. This Second Amendment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in ".pdf" form) in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(c) No Other Amendments. Except as specifically modified in Sections 1 and 2 of this Second Amendment, all of the provisions of the Agreement remain unchanged and continue in full force and effect. Unless the context otherwise requires, after the date hereof, any reference to the Agreement shall mean the Agreement as amended hereby.

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Schedule 2.1.3
to Agreement for Purchase and Sale of Assets

FINAL ASSUMED CONTRACTS

Contract Counterparty	Subject of Agreement
Family Health Care Network	Transfer Agreement
Health Payors Organization, Ltd.	Provider Agreement
Independence Medical Group	Provider Agreement
Interplan	Provider Agreement
Kaiser Foundation Hospitals	Provider Agreement
Key Medical Group	Provider Agreement
Multiplan, Inc.	Provider Agreement
Networks by Design	Provider Agreement
American College of Cardiology	Subscriptions/License Agreements
CALNOC	Health Information Contract
Jan and Gail's Care Home 4	Transfer Agreement
Avenal Medical Center	Transfer Agreement
California Transplant Donor Network	Clinical Service Contract
Children's Hospital Central California	Transfer Agreement
Community Health Network	Transfer Agreement
Community Medical Centers	Transfer Agreement
Delta Nursing & Rehabilitation Hospital	Transfer Agreement
Family Health Care Network	Transfer Agreement
Fresno Community Hospital and Medical Center dba Community Regional Medical Center	Transfer Agreement
Gaither's Family Homes, Inc.	Transfer Agreement
Hanford Community Medical Center	Transfer Agreement
Hanford Nursing and Rehabilitation Hospital	Transfer Agreement
Hapy Bear Surgery Center, LLC	Transfer Agreement
Hillman Pediatric Health Care Center (now Tulare Pediatrics)	Transfer Agreement
Hospital Council of Northern and Southern California	Transfer Agreement
Kaweah Delta Health Care District	Transfer Agreement
Kings Nursing and Rehabilitation Hospital	Transfer Agreement
Loyd's Liberty Homes, Inc.	Transfer Agreement
Medicos Unidos de Strathmore	Transfer Agreement
Sequoia Surgery Center	Transfer Agreement
Sierra Ambulatory Surgery Center	Transfer Agreement
Steele's Visions-Hatch	Transfer Agreement
Tulare Nursing and Rehabilitation Center	Transfer Agreement
Twin Oaks Rehabilitation and Nursing Center	Transfer Agreement
Gaen Inpatient Physician Group - dba	Physician Services

Vituity	
Los Angeles Radiology Medical Associates	Physician Services
Paramount Anesthesia	Physician Services
CEP America-California, Inc. dba Vituity	Physician Services
Microcorre Diagnostic Laboratory	Physician Services
Chidi J. Ukatu, M.D.	Physician Services
IBM Credit, LLC	Equipment Lease Financing, including Settlement Agreement ¹
Orchard Software	Software Program
Cerner Corporation/Cerner Health Services, Inc. (together, "Cerner")	EHR Database, including Settlement Agreement ²
DVA Renal Healthcare Inc.	Provider Agreement
Healthcare Resource Group	3 rd Party Billing Agreement
Heiskell Ranches L.P.	Building Lease
Steve Clark & Associates, Inc.	Consulting/Professional Services Agreement
West Coast Facs Service, Inc.	Equipment Services Agreement
Talcor, Inc.	Software Agreement

¹ This settlement agreement includes an obligation to repay a remaining principal of \$86,757, at 2% interest, in twenty-two remaining payments of \$4,026.18 each month. In exchange for the assignment of this settlement agreement and assumption of the liabilities owed under this settlement agreement, Buyer shall receive all of the IBM-branded assets associated with the settlement agreement, and the value of the IBM-branded assets associated with this settlement agreement will not be included in the Purchase Price.

² Parties shall refer to the Settlement Agreement entered into amongst Cerner, Seller and Buyer and the Side Letter Agreement dated June 12, 2019 regarding the Cerner settlement between Seller and Buyer and the *Order on Stipulation Between Tulare Local Healthcare District d/b/a Tulare Regional Medical Center, Cerner Corporation, Cerner Health Services, Inc., and Adventist Health Tulare, etc.* [Docket No. 1489], dated June 24, 2019, for this assumed Contract.