

AMENDMENT NO. 2 TO LEASE

THIS AMENDMENT NO. 2 TO LEASE (“Second Amendment”) is made as of June __, 2019, by and between TULARE LOCAL HEALTHCARE DISTRICT, a California health care district (“District” and, in its capacity as landlord under this Lease, “Landlord”), and ADVENTIST HEALTH TULARE, a California nonprofit religious corporation (“Tenant”), a wholly owned subsidiary of Adventist Health System/West, a California nonprofit religious corporation doing business as Adventist Health (“AH”).

RECITALS:

- A. Tenant and Landlord (collectively “Parties”) are Parties to that certain Lease, dated February 12, 2019, between Landlord and Tenant, with respect to the Premises (as defined therein) (“Lease”), which Lease the Parties amended via Amendment No. 1 To Lease dated and effective on April 1, 2019 (“First Amendment”).
- B. The Parties executed a letter dated June 3, 2019, acknowledging and memorializing the Parties’ agreement to modify the Lease to incorporate additional provisions required by the California State Board of Pharmacy and applicable statutes and regulations (“Side Letter”).
- C. Landlord and Tenant desire to amend and to modify the Lease in accordance with the Side Letter, as set forth in this Second Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree hereby as follows:

- 1. **Definitions.** Unless otherwise provided herein, capitalized terms used herein shall have the meaning attributed thereto in the Lease.
- 2. **Section 6.3.** The Parties hereby insert the following Section 6.3 into the Lease immediately after Section 6.2 and immediately before Section 7 of the Lease (as amended by the First Amendment):

“6.3 *Compliance with BOP Requirements.* Tenant shall during the Term, at Tenant’s expense, in all material respects, subject to Tenant’s right of Contest, comply with the following California Board of Pharmacy (“BOP”) requirements:

6.3.1 As provided under California Business & Professions Code Section 4116, no person shall be permitted entry into the portion of the Premises licensed by the BOP unless a registered pharmacist is present at all times;

6.3.2 As required under Title 16, Section 1714(d) of the California Code of Regulations, only a licensed pharmacist may have a key to an area where dangerous drugs and controlled substances are stored.

6.3.3 This provision applies to Tenant, its agents, representatives, and designees and Landlord, its agents, representatives, and designees (collectively “Landlord Parties”) with regard to the Landlord Parties access and right of inspection pursuant to Section 20.2 of the Lease.”

3. **Miscellaneous.**

- (a) This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.
- (b) Except as herein modified or amended, all other provisions of the Lease are hereby ratified and approved and shall remain in full force and effect.
- (c) In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control.
- (d) Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.
- (e) This Amendment shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors, assigns and related entities.
- (f) This Amendment may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute but one and the same instrument. Signatures to this Amendment transmitted by scan/email/.pdf or other electronic medium shall be valid and effective to bind the party so signing, it being expressly agreed that each party to this Amendment shall be bound by its own scanned/mailed/.pdf/otherwise electronically transmitted signature and shall accept the scanned/mailed/.pdf/otherwise electronically transmitted signature of the other party to this Amendment.
- (g) This Amendment shall be construed and interpreted in accordance with the internal laws of the State of California, without regard to conflict of laws principles.

(Signatures on the following page)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD:

TULARE LOCAL HEALTHCARE DISTRICT,
A local health care district of the State of California

By: _____
Its: _____

TENANT:

ADVENTIST HEALTH TULARE,
A California nonprofit religious corporation

By: Randy Dodd
Its: President