

## Employee Lease Agreement

This EMPLOYEE LEASE AGREEMENT (the “**Agreement**”), effective this \_\_\_ day of September, 2018 (the “**Effective Date**”), is entered into by and between Adventist Health System/West, a California nonprofit religious corporation, on behalf of itself and its Affiliates, having its primary place of business at 2100 Douglas Boulevard, Roseville, California 95661 (“**Adventist Health**”) and Tulare Local Healthcare District, a local health care district of the State of California (“**TLHD**”).

### RECITALS

A. TLHD is the owner of an acute care general hospital located in Tulare, California, heretofore known as Tulare Regional Medical Center (the “**Hospital**”). As of the Execution Date, TLHD has voluntarily and temporarily surrendered the Hospital’s general acute care hospital license with the California Department of Public Health (“**CDPH**”) and the Hospital is non-operational. TLHD is also currently in Chapter 9 Proceeding (as defined below) in the United States Bankruptcy Court for the Eastern District of California, Fresno Division (the “**Bankruptcy Court**”).

B. Adventist Health is the sole corporate member of Adventist Health Tulare (“**Adventist Health Tulare**”) and other nonprofit and proprietary entities comprising a health care delivery system operating in the western United States.

C. Adventist Health Tulare has been formed for the purpose of (i) acquiring certain hereafter described property from TLHD in accordance with Section 32121(p) of the California Health and Safety Code, (ii) leasing from TLHD certain hereafter described real property underlying the Hospital and (iii) subject to the conditions set forth in this Agreement, using and maintaining such property in connection with the ownership and operation of an acute care hospital and associated operations related to the delivery of health care for the benefit of communities served by the District (“**Affiliation**”).

D. The board of directors of TLHD, having determined that (i) the transfer to Adventist Health Tulare of the assets (other than real property) comprising the Hospital pursuant to an asset purchase agreement (“**APA**”), (ii) the lease by TLHD to Adventist Health Tulare of the real property comprising the Hospital and other real property on or near the Hospital campus under one or more leases, and (iii) Adventist Health Tulare’s operation and maintenance of an acute care hospital as described above are desirable and in the best interest of the communities served by the District, has approved the proposed transactions. Additionally, the parties entered into an interim management services agreement (“**MSA**”) pursuant to which Adventist Health Tulare as Manager will provide management and administrative services to TLHD related to the operation of the Hospital upon reinstatement by CDPH of Hospital’s general acute care hospital license (the “**MSA Effective Date**”).

E. On November 6, 2018, the terms of the lease for the Hospital real property (“**Lease**”) will be placed before the residents of the District by a ballot initiative measure (the “**Approval Election**”). The residents of the District must approve the ballot initiative measure by the margin required by the California Local Health Care District Law (California Health and Safety Code Sections 32000 *et seq.*) for the Parties to effect the terms of the Lease.

F. From the date of this Agreement until execution of the Lease, which is conditioned on the Approval Election and CDPH's approval of Adventist Health Tulare's change of ownership application for the Hospital's general acute care hospital license, TLHD, with assistance from Adventist Health and Adventist Health Tulare, will work towards reopening the Hospital, which will require TLHD to lease employees from Adventist Health to assist in reopening the Hospital and to provide services for the operations of Hospital under the terms of the MSA ("**Services**").

## **SECTION 1. SERVICES; SCOPE OF SERVICES**

### **1.1 ADVENTIST HEALTH'S DUTIES AND RESPONSIBILITIES**

- (a) Adventist Health shall:
- (1) in response to a request from TLHD, recruit, screen, interview and assign employees of Adventist Health to perform the Services for TLHD at or on behalf of the Hospital ("**Adventist Health Employees**");
  - (2) in response to a request from TLHD and/or Manager pursuant to the terms of the MSA, either decrease or increase staffing levels of Adventist Health Employees as necessary for the efficient and high-quality operations of the Hospital;
  - (3) ensure Adventist Health Employees are qualified and competent to provide the Services assigned;
  - (4) pay Adventist Health Employees' wages for all hours worked and provide other benefits as Adventist Health deems appropriate;
  - (5) pay, withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving Adventist Health Employees;
  - (6) ensure Adventist Health Employees are legally authorized to work in the United States;
  - (7) ensure Adventist Health Employees who work Alternative Workweek Schedules (AWS) have a valid AWS agreement with the Adventist Health Employee; and
  - (8) have sole responsibility for providing health coverage to Adventist Health Employees under the Affordable Care Act's (ACA) employer mandate and its implementing regulations and will provide the necessary coverage to Adventist Health Employees. Adventist Health represents and warrants that it will comply with all laws, including the ACA, in doing so.

### **1.2 TLHD'S DUTIES AND RESPONSIBILITIES**

- (a) TLHD shall:

- (1) inform Adventist Health Employees of the Hospital's work to be performed, and TLHD shall be responsible for its business operations, products, services and intellectual property;
  - (2) properly safeguard and control its premises, processes or systems; and
  - (3) provide Adventist Health Employees with a safe worksite and provide appropriate information, training, and safety equipment.
- (b) TLHD shall not:
- (1) change Adventist Health Employees' job duties without notifying Adventist Health and obtaining prior approval.

## **SECTION 2. FEES, INVOICES AND PAYMENT**

### **2.1 FEES/EXPENSES**

(a) **Adventist Health Employee; Invoices.** Adventist Health shall invoice (i) TLHD prior to the MSA effective date, and (ii) Manager, on behalf of TLHD, during the term of the MSA, for Services provided by Adventist Health Employees at Adventist Health's cost in accordance with this Agreement on a monthly basis except, however, prior to the effective date of the MSA, Adventist Health shall not be paid any sum that exceeds the aggregate amount for employee costs set forth in the Debtor In Possession Credit Agreement separately entered into by the parties. Invoices will be accompanied by Adventist Health Employees' time records. TLHD is responsible for approving Adventist Health Employees' time records on a daily basis and TLHD's approval of the time record submitted by Adventist Health Employees certifies that the hours shown are correct, that the work was performed to TLHD's satisfaction and that Adventist Health is authorized to bill TLHD for those hours. The parties acknowledge and agree that TLHD's responsibility stated in the foregoing sentence shall be assumed by Manager, as applicable, during the term of the MSA. If any portion of any invoice is disputed, Adventist Health shall pay the undisputed portion as the parties attempt to resolve any disputed amounts.

(b) In the event a nonexempt Adventist Health Employee works overtime hours, that Adventist Health Employee is entitled to premium payment for overtime compensation as provided by applicable federal, state and local laws. Adventist Health acknowledges and agrees that it is solely responsible for ensuring all hours worked by Adventist Health Employees are paid at the legally required rate.

(c) **Taxes.** Adventist Health shall invoice TLHD and TLHD shall reimburse Adventist Health for any taxes actually paid by Adventist Health which are imposed upon Adventist Health by any government agency as a result of this Agreement; provided, however, that such taxes shall not include the payment of any payroll or withholding taxes nor taxes based on Adventist Health's income.

### **2.2 PAYMENT**

(a) Payment Terms

i. Pre-MSA Period. During the period from the Effective Date and the effective date of the MSA, TLHD will pay Adventist Health the amount properly invoiced within thirty (30) days after TLHD's receipt of an undisputed invoice that complies with this Section 2.2.

ii. Term of MSA. During the term of the MSA, THLD's obligation to pay for the services of Adventist Health Employees shall be reconciled in accordance with the terms of the MSA.

a. Disputes/Errors concerning Invoices:

i. If either Party believes an invoice to be incorrect, for any reason, it shall notify the other party in writing of such dispute and the Parties shall work in good faith to resolve the dispute in a reasonable and timely manner.

ii. If either Party discovers an error on its invoice it will promptly notify the other Party and either (1) promptly reissue a corrected invoice, or (2) make a payment adjustment on the next invoice for the applicable invoice.

b. Recordkeeping and Inspection. Both Parties shall keep adequate records of all Services performed, invoices issued and payments received. Once each year each Party will have the right, at any time during ordinary business hours, to audit (or to cause its designated representative to audit) the other Party's records with respect to any amount paid or payable under this Agreement. Those audits will be conducted at the requesting Party's expense. However, if an audit discloses that there was an over or under payment, the Party over or under paid will refund the other Party the amount of that overpayment.

## **SECTION 3. COMPLIANCE WITH LAW; USE OF COMPUTER NETWORKS**

### **3.1 COMPLIANCE WITH LAW**

(a) Compliance with Law. Both parties represent and warrant to each other that they are in compliance with all applicable laws, ordinances, codes and regulations of federal, state and local governments.

(b) Equal Employment Opportunity Employers. TLHD and Adventist Health affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules and regulations. TLHD and Adventist Health forbids discrimination, harassment, retaliation, or any conduct that is based on an individual's protected class. TLHD and Adventist Health agree not to harass, discriminate against or retaliate against any against any person with regard to race, color, sex, sex stereotyping, pregnancy (which includes pregnancy, childbirth and medical conditions related to pregnancy, childbirth, or breastfeeding), religious creed, religion, gender, gender identity, gender expression, transgender, national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, citizenship status, sexual orientation, genetic information, or any other status of an individual, or of that individual's associates, or relatives protected by applicable law. In the event of any complaint of

unlawful discrimination, harassment or retaliation by any person, TLHD and Adventist Health agree to cooperate in the prompt investigation and resolution of such complaint.

(c) Compliance with Leave Laws. TLHD and Adventist Health affirm and agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act, and where applicable the California Family Rights Act, Oregon Family Leave Act, Hawaii Family Leave Law and/or any similar state or local law, TLHD and Adventist Health shall cooperate in compliance with any such requirements.

(d) Compliance with OSHA. As TLHD has ultimate control over the facilities in which Adventist Health Employees work during the term of this Agreement, TLHD agrees that it is ultimately responsible for maintaining a safe worksite in compliance with the Occupational Safety and Health Act ("OSHA") and comparable state laws and regulations thereunder, to the extent those laws apply to Adventist Health Employees assigned to the Hospital's worksite, except that during the term of the MSA, the terms of the MSA shall control with respect to any potential liability under OSHA. Any such agreement shall be included as an addendum to this Agreement.

(e) Compliance with Medicare Rules. To the extent required by law or regulation, each Party shall make available, upon written request from the other Party, the Secretary of Health and Human Services, the Comptroller General of the United States, or any duly authorized agent or representative of the foregoing, a copy of this Agreement and books, documents and records related to this Agreement. Each Party shall preserve and make available such books, documents and records for a period that is the longer of four (4) years after the end of the term of this Agreement, or the length of time required by state or federal law. If a Party is requested to disclose books, documents or records pursuant to this Section for any purpose, that Party shall notify the other Party of the nature and scope of such request, and that Party shall make available, upon written request of the other Party, all such books, documents or records. Each Party shall indemnify and hold harmless the other Party if any amount of reimbursement is denied or disallowed because of the other Party's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs.

(f) Referrals. Nothing in this Agreement or in any other written or oral agreement between Adventist Health and TLHD, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Adventist Health or TLHD. The Parties represent and warrant that all Services provided under the Agreement are for fair market value.

(g) Equal Opportunity Employment. Each Party and any of their approved subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

### **3.2 USE OF TLHD'S COMPUTER NETWORKS**

If Adventist Health accesses TLHD data from, or stores any TLHD data on, its own computer network or systems, without limiting Adventist Health's obligation of confidentiality as described in this Agreement, Adventist Health shall be responsible for establishing and maintaining an information security program (the "**Security Program**") that is designed to: (a) ensure the security and confidentiality of TLHD data; (b) protect against any anticipated threats or hazards to the security or integrity of the TLHD data, including ensuring that TLHD data is encrypted at rest and in transit; (c) protect against unauthorized access to or use of TLHD data; (d) ensure the proper disposal of the TLHD data; and (e) ensure that all Adventist Health Employees comply with all of the foregoing. In addition, TLHD agrees to the following:

(a) **Changes to the Security Program.** Adventist Health will advise TLHD at least sixty (60) days in advance of any Material Change to the Security Program. A "**Material Change**" is any change that (i) expands Adventist Health's rights to use TLHD data and which may increase TLHD's risk or operates to TLHD's detriment, or (ii) reduces the security levels or protections afforded to TLHD's data. TLHD may terminate this Agreement for cause if there is a Material Change to the Security Program.

## **SECTION 4. REPRESENTATIONS, WARRANTIES AND COVENANTS**

### **4.1 MUTUAL REPRESENTATIONS AND WARRANTIES**

Each of Adventist Health and TLHD represents and warrants that:

(a) It has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

(b) This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;

(c) The execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms; and

(d) It has complied, and in the future shall comply, with all laws applicable to (i) the execution, delivery, and performance of this Agreement and (ii) the operation of its business; and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement.

### **4.2 ADVENTIST HEALTH REPRESENTATIONS AND WARRANTIES**

Adventist Health represents, warrants and covenants that:

(a) The Services to be performed provided under this Agreement shall be performed and delivered in a competent and professional manner and in accordance with the industry professional standards;

(b) Adventist Health has the experience and is qualified to perform the tasks involved with providing the Services in an efficient and timely manner, given the nature of the Services.;

(c) TLHD's use of the Services for the purposes contemplated by this Agreement will not violate any law, regulation, of any national, provincial, state, or local governmental authorities.

(e) The Services provided by Adventist Health or any Adventist Health Employees shall be their own work, and, when used by TLHD in the manner contemplated by the Parties, shall not infringe upon any intellectual property right, or misappropriate any trade secret, of any third party;

(f) Adventist Health's data center(s) for backup and delivery of any Services (as applicable) will be maintained within the United States of America; and

(g) Adventist Health, at its sole expense, will promptly update the Services so that it and the Services shall comply with all applicable laws, rules, regulations, directives and ordinances, domestic and foreign, whether now in effect or during the Term of the Agreement.

### **4.3 INDEMNITY**

(a) General Indemnity TLHD. TLHD agrees to indemnify, defend, and hold Adventist Health and its Affiliates, and its and their respective directors, agents, and employees (each, a "**Adventist Health Indemnitee**" and collectively, the "**Adventist Health Indemnitees**") harmless from and against any and all liabilities, damages, losses, expenses, fines, penalties, and/or judgments, including reasonable attorneys' fees, costs, and expenses incidental thereto ("**Losses**"), which may be suffered by, accrued against, charged to, or recoverable from any Adventist Health Indemnitee, by reason of any third party demand, proceeding (including proceedings under the U.S. Bankruptcy Code), action, regulatory action, lawsuit, and/or claim (collectively, "**Claim**") arising out of or relating to any negligent act, error or omission, willful, fraudulent, or negligent misconduct of TLHD, its directors, agents, employees, and subcontractors, during the performance of this Agreement, including, but not limited to Claims arising out of or relating to: (i) bodily injury (including death) or damage to personal or real property; (ii) violation of any applicable law; or (iii) breaches of any representations, warranties or covenants made under this Agreement, including, without limitation, compliance with law, breach of confidentiality and/or data security.

(b) General Indemnity Adventist Health. Adventist Health agrees to indemnify, defend, and hold TLHD and its Affiliates, and its and their respective directors, agents, and employees (each, a "**TLHD Indemnitee**" and collectively, the "**TLHD Indemnitees**") harmless from and against any and all liabilities, damages, losses, expenses, fines, penalties, and/or judgments, including reasonable attorneys' fees, costs, and expenses incidental thereto ("**Losses**"), which may be suffered by, accrued against, charged to, or recoverable from any TLHD Indemnitee, by reason of any third party demand, proceeding (including proceedings under the U.S. Bankruptcy Code), action, regulatory action, lawsuit, and/or claim (collectively, "**Claim**") arising out of or relating to any negligent act, error or omission, willful, fraudulent, or negligent misconduct of Adventist Health, its directors, agents, employees, and subcontractors, during the performance of this Agreement including, but not limited to Claims arising out of or relating to: (i) bodily injury (including death) or damage to personal or real property; (ii) violation of any applicable law; (iii) breaches of any representations, warranties or covenants made under this Agreement, including, without limitation, compliance with law, breach of confidentiality and/or data security.

(a) Notifications and Settlements. The Party seeking indemnification shall: (i) give the other Party prompt written notice of any Claim for which the Party is seeking indemnity; provided however, the failure to give timely notice shall not relieve the other Party of its obligations under this Section 4.3 (Indemnity) except to the extent that such untimely notice materially impairs the ability of the other Party to defend; (ii) grant complete control of the defense and settlement to the indemnifying Party; provided, however, the other Party may participate with counsel of its choosing at the non-indemnifying Party's expense; and (iii) reasonably cooperate with the other Party, at other Party's expense, in the defense and settlement of such Claim. The indemnifying Party shall not, without the prior written consent of the other Party, effect any settlement of a Claim unless such settlement either (1) includes an unconditional release of the other Party's indemnitees from all liability on all Claims against the other Party's indemnitees that are the subject matter of such proceeding or demand, or (2) is consented to in writing by the non-indemnifying Party (which consent shall not be unreasonably withheld).

### **4.3 LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO: (A) THE INDEMNIFYING PARTY'S OBLIGATIONS OF INDEMNIFICATION; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (C) DAMAGE TO REAL AND/OR PERSONAL PROPERTY, INCLUDING BODILY INJURY (AND DEATH); OR (D) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY AND/OR DATA SECURITY, (COLLECTIVELY, THE "**EXCEPTIONS**"). A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED TEN (10) TIMES THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO THE EXCEPTIONS.

## **SECTION 5. GENERAL PROVISIONS**

### **5.1 TERM/TERMINATION**

(a) Term. This Agreement will continue in force until the effective date of the Lease.

### **5.2 ENTIRE AGREEMENT**

No representations, statements, warranties have induced the making, execution, and delivery of this Agreement by TLHD and Adventist Health, or agreements other than those expressly set forth herein. This Agreement, embodies the entire understanding of the Parties hereto relating to the Services and the subject matter hereof and supersedes any previous agreements, negotiations, correspondence and/or understandings, written or oral, in effect between the Parties relating thereto.



### **5.3 PARTIAL INVALIDITY/SEVERABILITY**

If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the Agreement shall be interpreted so as to render it legal, enforceable, and not in conflict with any such law, and then, to the extent it cannot be so interpreted, such part, term or provision of this Agreement shall be deemed immaterial, invalid and stricken and the validity of the remaining portion or portions shall not be affected thereby.

### **5.4 CHANGES IN WRITING, NOTICES**

This Agreement and/or any exhibits thereto, may be amended or modified only by a written instrument signed by duly authorized representatives of the respective Parties. All notices, requests, demands, or other communications hereunder, other than day-to-day communications within the duties of the Adventist Health Employees, shall be in writing and shall be personally delivered to such Party or sent prepaid overnight courier. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee. Notices referenced herein shall be provided to the following addresses (or such other address of which either Party shall notify the other Party in writing):

***If to Adventist Health:***

Adventist Health  
2100 Douglas Blvd.  
Roseville, CA 95661  
Attention: President

***With a copy to:***

Adventist Health System/West  
Office of the General Counsel  
2100 Douglas Blvd.  
Roseville, CA 95661  
Attention: General Counsel

***If to TLHD:***

Tulare Local Healthcare District  
1255 N. Cherry #536  
Tulare, CA 93274  
Attention: Kevin Northcraft, Board President  
Michael Jamaica, Board Vice President

***With a copy to:***

McCormick Barstow, LLP  
7647 N. Fresno St.

P.O. Box 28912  
Fresno, CA 93729  
Attention: Todd Wynkoop, Esq.

## **5.5 WAIVER OF BREACH**

The waiver of a breach or provision of this Agreement or the failure of a Party to exercise any right under this Agreement shall in no event constitute a waiver as to any other breach or provision, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement.

## **5.6 CHOICE OF LAW, JURISDICTION AND VENUE**

To the extent necessary so as not to invalidate the application of the dispute resolution process herein, this agreement shall be construed and the legal relations between the Parties determined in accordance with the laws of the State of California without giving effect to any choice of law rules which may direct the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to the interpretation or enforcement of this Agreement. The Parties irrevocably consent and stipulate to the jurisdiction of the courts with competent jurisdiction (i) in the State of California or of the United States of America located in Sacramento, California, (ii) in the state where the Services are performed, or (iii) in the state of incorporation of the defendant in any action; provided, however, that this consent and stipulation is only for actions arising out of or in connection with this Agreement. Subject to the above-referenced consent and stipulation, each Party waives any objections that venue is an inconvenient forum. Each Party further agrees that it will not initiate any action against another Party in any other jurisdiction.

## **5.7 FORCE MAJEURE**

Neither Party will be liable for a delay in performing its obligations under this Agreement to the extent that delay is caused by insurrection, war, terrorism, riot, explosion, nuclear incident, fire, flood, earthquake, or other catastrophic event or Act of God beyond the reasonable control of the affected Party; provided the affected Party immediately notifies the other Party and takes reasonable and expedient action to resume operations. Nothing in this Section will relieve a Party from liability for failure to have back-up systems that are expressly required by this Agreement or that are standard in its industry. During the period of delay, the Party that is not affected by the catastrophic event may suspend its own performance pending resumption of performance by the affected Party. Notwithstanding the foregoing, in the event that the performance of TLHD's obligations under this Agreement are delayed as provided in this Section for ten (10) Business Days, Adventist Health may terminate this Agreement immediately with written notice.

## **5.8 HEADINGS NOT CONTROLLING**

Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, effective as of the Effective Date.

**ADVENTIST HEALTH SYSTEM/WEST**

**TULARE LOCAL HEALTHCARE DISTRICT**

\_\_\_\_\_  
By

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By

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Name

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Name

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