

## FIRST AMENDMENT TO TRANSITION SERVICES AGREEMENT

THIS FIRST AMENDMENT TO TRANSITION SERVICES AGREEMENT (this “**First Amendment**”) is made and entered into as of June [ ● ], 2019 (the “**Execution Date**”), by and among Tulare Local Healthcare District, a local health care district of the State of California (“**Seller**”), and Adventist Health Tulare, a California nonprofit religious corporation (“**Buyer**”).

### RECITALS

A. Buyer and Seller (together, the “**Parties**”) are parties to that certain Transition Services Agreement (the “**Agreement**”), dated as of April 1, 2019, by and among the Parties, pursuant to which Buyer has agreed to provide Seller with Buyer Services (as defined therein) and Seller has agreed to provide Buyer with Seller Services (as defined therein).

B. The Parties desire to amend the Agreement and certain of its corresponding schedules as set forth below to provide for the lease of certain employees from Buyer to Seller and the reimbursement of Buyer by Seller related to such lease.

C. 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) **Article 3** of the Agreement is hereby amended to include a new subsection as set forth below:

3.4 **Employee Lease Services.** Effective June 17, 2019 (the “**Employee Lease Date**”), Buyer will provide Seller with certain employees to provide services for the operations of the District’s toxicology laboratory (the “**Employee Lease Services**”). Seller will reimburse Buyer for all actual and reasonable costs Buyer incurs in providing the Employee Lease Services consistent with the terms set forth in **Section 4.2** of this Agreement. Employee Lease Services shall be provided by Buyer to Seller until such time the Parties agree shall be the effective date of the transfer of the District’s toxicology laboratory business to Buyer pursuant to an amendment to the APA.

2. **Miscellaneous.**

(a) **Governing Law.** This First 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 First 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 of this First 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties execute this First Amendment as of the day and year first above written.

**SELLER**

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

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By: Kevin Northcraft  
Its President, Board of Directors

**BUYER**

ADVENTIST HEALTH TULARE  
a California nonprofit religious corporation

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By: Randy Dodd  
Its: President