

FIRST AMENDMENT TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT

THIS **FIRST AMENDMENT TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT** (this “**Amendment**”), dated as of November 5, 2019 (the “**Amendment Effective Date**”), is entered into by and among TULARE LOCAL HEALTHCARE DISTRICT, a local healthcare district of the State of California (“**Borrower**”), ADVENTIST HEALTH SYSTEM/WEST (“**AH**”), a California nonprofit religious corporation doing business as ADVENTIST HEALTH (together with its successors and assigns, in such capacity, “**Lender**”) and solely with respect to Sections 2.1(b)(ii) and 2.1(d)(ii)(a) of the Credit Agreement (as defined below), the Tenant (as such term is defined in the Lease).

Borrower, Lender and Tenant are parties to a Debtor-in-Possession Credit Agreement, dated as of August 8, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Borrower, Lender and Tenant have agreed to make certain amendments to the Credit Agreement as set forth herein and subject to the terms and conditions hereof.

Accordingly, the parties hereto agree as follows:

SECTION 1 Defined in Credit Agreement. All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

SECTION 2 Amendments to the Credit Agreement.

(a) The Credit Agreement is hereby amended to reflect the changes which are attached as Exhibit A hereto, such that on the Amendment Effective Date the terms set forth in Exhibit A hereto which appear in bold and double underlined text (inserted text) shall be added to the Credit Agreement and the terms appearing as text which is stricken (~~deleted text~~) shall be deleted from the Credit Agreement.

(b) **References within Credit Agreement.** Each reference in the Credit Agreement to “this Agreement” and the words “hereof,” “herein,” “hereunder,” or words of like import, shall mean and be a reference to the Credit Agreement as amended by this Amendment.

SECTION 3 Conditions of Effectiveness. The effectiveness of Section 2 of this Amendment shall be subject to the satisfaction of each of the following conditions precedent:

(a) **Amendment.** Lender shall have received this Amendment, executed by Borrower, Lender and the Tenant, in form and substance satisfactory to Lender.

(b) **Representations and Warranties; No Default.** On the Amendment Effective Date, after giving effect to the amendment of the Credit Agreement contemplated hereby:

(i) The representations and warranties contained in Section 4 shall be true and correct on and as of the Amendment Effective Date as though made on and as of such date; and

(ii) There exist no Events of Default or events that with the passage of time would result in an Event of Default.

SECTION 4 Representations and Warranties. To induce Lender to enter into this Amendment, Borrower hereby confirms, as of the date hereof, (a) that the representations and warranties made by it in Article III of the Credit Agreement and in the other Loan Documents are true and correct in all material respects; *provided, however*, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and (b) except for the Chapter 9 Proceeding and the facts disclosed in the filings made in connection therewith, that there has not been and there does not exist a Material Adverse Effect since the Petition Date. For the purposes of this Section 4, (i) each reference in Article III of the Credit Agreement to “this Agreement,” and the words “hereof,” “herein,” “hereunder,” or words of like import in such Section, shall mean and be a reference to the Credit Agreement as amended by this Amendment, and (ii) any representations and

warranties which relate solely to an earlier date shall not be deemed confirmed and restated as of the date hereof (provided that such representations and warranties shall be true, correct and complete as of such earlier date).

SECTION 5 Miscellaneous.

(a) **Loan Documents Otherwise Not Affected.** Except as expressly amended pursuant hereto or referenced herein, the Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed in all respects. Lender's execution and delivery of, or acceptance of, this Amendment shall not be deemed to create a course of dealing or otherwise create any express or implied duty by any of them to provide any other or further amendments, consents or waivers in the future.

(b) **No Novation.** Each of the parties hereto irrevocably and unconditionally agrees that this Amendment shall not be deemed to evidence or result in a novation or repayment and reborrowing of the Obligations under the Credit Agreement as in effect prior to the effectiveness of this Amendment. Nothing herein contained shall be construed as a substitution or novation of the Obligations of Borrower outstanding under the Credit Agreement as in effect prior to the effectiveness of this Amendment, which Obligations shall remain in full force and effect, except to the extent that the terms thereof are modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Amendment shall be construed as a release or other discharge of Borrower from any of the Obligations or any liabilities under the Credit Agreement as in effect prior to the effectiveness of this Amendment or any of the other Loan Documents executed in connection therewith.

(c) **Release.** In consideration of the agreements of Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, on behalf of itself and its successors, assigns, and other legal representatives, hereby fully, absolutely, unconditionally and irrevocably releases, remises and forever discharges Lender, and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Lender and all such other persons being hereinafter referred to collectively as the "**Releasees**" and individually as a "**Releasee**"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Borrower, or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, for or on account of, or in relation to, or in any way in connection with the Credit Agreement, or any of the other Loan Documents or transactions thereunder or related thereto. Borrower understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. Borrower agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

(d) **No Reliance.** Borrower hereby acknowledges and confirms to Lender that Borrower is executing this Amendment on the basis of its own investigation and for its own reasons without reliance upon any agreement, representation, understanding or communication by or on behalf of any other Person.

(e) **Costs and Expenses.** The parties hereto agree that each party will bear its own costs and expenses, including without limitation any legal and administrative fees, incurred by such party in connection with the negotiation, preparation, execution and delivery of this Amendment and any other documents to be delivered in connection herewith on the Amendment Effective Date or after such date.

(f) **Binding Effect.** This Amendment binds and is for the benefit of the successors and permitted assigns of each party.

(g) **Governing Law.** The provisions of Section 8.11 of the Credit Agreement (Governing Law) are hereby incorporated by reference, *mutatis mutandis*.

(h) **Complete Agreement; Amendments.** This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements with respect to such subject matter. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

(i) **Severability of Provisions.** Each provision of this Amendment is severable from every other provision in determining the enforceability of any provision.

(j) **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Amendment. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

(k) **Loan Documents.** This Amendment shall constitute a Loan Document.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the date first above written.

BORROWER:

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

By: _____
Name: _____
Title: _____

LENDER:

ADVENTIST HEALTH SYSTEM/WEST, a California
nonprofit religious corporation
d/b/a ADVENTIST HEALTH

By: _____
Name: _____
Title: _____

TENANT:

ADVENTIST HEALTH TULARE,
a California nonprofit religious corporation

By: _____
Name: _____
Title: _____

Exhibit A

[See attached]