AGENDA

SPECIAL JOINT MEETING OF THE SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT BOARD OF DIRECTORS AND THE SAN GORGONIO MEMORIAL HOSPITAL BOARD OF DIRECTORS
Tuesday, August 18, 2026
9:30 AM
Modular C Classroom
600 N. Highland Springs Avenue, Banning, CA 92220

Assistance for those with disabilities: If you have a disability and need accommodation to participate in the meeting, please call (951) 769-2101 for assistance so the necessary arrangements can be made.

I. Healthcare District Board Call to Order — S. McDougall
Hospital Board Call to Order — S. DiBiasi

II. Public Comment

> A five-minute limitation shall apply to each member of the public who wishes to address the Healthcare District Board of Directors or the Hospital Board of Directors on any matter under the subject jurisdiction of the Boards. A thirty-minute time limit is placed on this section. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public. (Usually, any items received under this heading are referred to staff for future study, research, completion and/or future Board Action.) (PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.)
>
> On behalf of the Healthcare District Board of Directors and the Hospital Board of Directors, we want you to know that the Boards acknowledges the comments or concerns that you direct to these Boards. While the Boards may wish to occasionally respond immediately to questions or comments if appropriate, they often will instruct the CEO, or other Administrative Executive personnel, to do further research and report back to the Boards prior to responding to any issues raised. If you have specific questions, you will receive a response either at the meeting or shortly thereafter. The Boards want to ensure that it is fully informed before responding, and so if your questions are not addressed during the meeting, this does not indicate a lack of interest on the Board's part; a response will be forthcoming.

NEW BUSINESS

III. ***Proposed Action – Adopt Resolution No. 2026-10, a resolution approving an amendment to increase revolving line of credit under the Tenet Line of Credit Agreement** — R. Marshall — A

- **ROLL CALL (HOSPITAL BOARD)**

IV.	***Proposed Action – Adopt Resolution No. 2026-11, a resolution approving an amendment to increase revolving line of credit under the Tenet Line of Credit Agreement** ▪ **ROLL CALL (DISTRICT BOARD)**	R. Marshall	B
V.	***Proposed Action – Approve the Modification of the Subordination and Intercreditor Agreement as it relates to Amendment of the Tenet Line of Credit Agreement** ▪ **ROLL CALL (DISTRICT BOARD)**	R. Marshall	C
VI.	***Proposed Action – Adopt Resolution No. 2026-12, a resolution Authorizing Christopher Bjornberg to execute for and on behalf San Gorgonio Memorial Healthcare District, all grants and grant programs** ▪ **ROLL CALL (DISTRICT BOARD)**	R. Marshall	handout
VII.	Adjournment of Healthcare District Board Meeting Adjournment of Hospital Board Meeting	S. McDougall S. DiBiasi	

In accordance with The Brown Act, Section 54957.5, all public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the Healthcare District office located at 600 N. Highland Springs Avenue, Banning, CA 92220 during regular business hours, Monday through Friday, 8:00 am - 4:30 pm.

Certification of Posting

I certify that on August 17, 2026, I posted a copy of the foregoing agenda near the regular meeting place of the Boards of Directors of San Gorgonio Memorial Healthcare District and San Gorgonio Memorial Hospital, said time being at least 24 hours in advance of the special joint meeting of the Board of Directors (Government Code Section 54954.2).

Executed at Banning, California, on August 17, 2026

Ariel Whitley

Ariel Whitley, Executive Assistant

TAB A

RESOLUTION 2026-10
THE BOARD OF DIRECTORS
SAN GORGONIO MEMORIAL HOSPITAL
a California Nonprofit Public Benefit Corporation

RESOLUTION APPROVING MODIFICATION OF TENET LINE OF CREDIT

WHEREAS, San Gorgonio Memorial Hospital, a California nonprofit public benefit corporation (the "Hospital Corporation"), provides operational support services to San Gorgonio Memorial Healthcare District, a California local healthcare district (the "District"), in connection with the operation of San Gorgonio Memorial Hospital (the "Hospital");

WHEREAS, the District and the Hospital Corporation as co-borowers and Tenet Healthcare Corporation as lender ("Tenet") entered into a Line of Credit Agreement dated March 31, 2026, (the "Line of Credit Agreement") for a revolving line of credit in an aggregate principal amount of up to $15,000,000 (the "Line of Credit");

WHEREAS, the District has asked for a increase in the revolving line of credit to an aggregate principal amount of Nineteen Million Five Hundred Thousand Dollars ($19,500,000.00) and Tenet has agreed to modify the Line of Credit Agreement, the Promissory Note, and other loan documents to provide for such increase;

WHEREAS, the Hospital Corporation believes its consent to an increase in the revolving line of credit is consistent with the Transition Agreement between the Hospital Corporation and the District previously approved by this Board and will facilitate continuity of Hospital operations during the transition to Tenet's management;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of San Gorgonio Memorial Hospital hereby finds, determines, resolves, and orders as follows:

1. All of the determinations, findings, and recitals set forth above are hereby ratified, confirmed, approved, and adopted in all respects.

2. The form, terms, and provisions of (a) the Amendment to the Line of Credit Agreement, and (b) the Amended and Restated Promissory Note issued in connection therewith each in substantially the form presented to the Board and attached hereto for informational purposes only, are hereby approved.

3. The Chair of the Board, Vice Chair of the Board (if applicable), President, Chief Executive Officer, Chief Financial Officer, Secretary, or any duly authorized officer or designee of the Hospital Corporation is hereby authorized and directed, for and in the name of the Hospital Corporation, to negotiate, finalize, execute, and the Amendment Line of Credit Agreement and the Amended and Restated Promissory Note, with such changes, additions, or deletions as the officer executing the same may approve, such approval to be conclusively evidenced by execution thereof.

4. The officers of the Hospital Corporation are further authorized and directed to execute and deliver any certificates, consents, UCC financing statements, or other documents and instruments, and to take any and all actions, as may be necessary or advisable to carry out the intent and purposes of this resolution.

5. All prior actions taken by the officers and directors of the Hospital Corporation that are consistent with the intent and purposes of this resolution are hereby ratified, confirmed, and approved in all respects.

APPROVED AND ADOPTED this 18th day of August, 2026, by the Board of Directors of the San Gorgonio Memorial Hospital.

Attest:

______________________________ ______________________________

Susan DiBiasi	Randal Stevens
Chair	Secretary

<u>Exhibit A</u>

Amended Line of Credit Agreement

<u>**Exhibit B**</u>

Amended and Restated Promissory Note

Please see the attached.

<u>Exhibit C</u>

Draft Security Agreement (For Informational Purposes Only)

Please see the attached.

Exhibit D

Draft Joinder Agreement (For Informational Purposes Only)

Please see the attached.

AMENDMENT TO LINE OF CREDIT AGREEMENT

This AMENDMENT TO LINE OF CREDIT AGREEMENT (this "**Amendment**"), dated as of August __, 2026, is entered into by and among SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT, a local health care district and public agency organized under the laws of the state of California (with its successors, the "**District**"), SAN GORGONIO MEMORIAL HOSPITAL, a California nonprofit public benefit corporation (the "**Hospital**") and TENET HEALTHCARE CORPORATION, a Nevada corporation (including its successors and permitted assigns hereunder, the "**Lender**"). The District and any other Persons that may from time to time become a "Borrower" hereunder are each referred to herein individually as a "**Borrower**" and are jointly referred to herein as the "**Borrowers**."

RECITALS

A. Borrowers obtained a revolving credit facility from Lender (the "**Revolving Loan**" or "**Loan**") pursuant to the terms of a Line of Credit Agreement dated as of March 31, 2026 (together with any amendments or modifications thereto, the ***"LOC Agreement"***). The Loan is also evidenced by a Promissory Note dated March 31, 2026 (together with any amendments thereto, the ***"Note"***), in the maximum principal amount of $15,000,000.00. As of the date of this Amendment, the outstanding principal balance of the Loan was $15,000,000.00.

B. The LOC Agreement, the Note (as amended and restated pursuant to the Amended and Restated Note, as defined below), and all other documents evidencing, securing, or otherwise governing the Credit Facility, including, without limitation, that certain Security Agreement, as they may have been amended or modified, are referred to herein collectively as the "**Loan Documents**."

C. Borrower has requested that Lender modify the terms of the Loan as set forth below. To accommodate Borrower's request, Borrower and Lender desire to modify the Loan on the terms and conditions set forth in this Amendment.

AGREEMENTS

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. <u>Terminology</u>**.** The terms used in this Amendment shall have the same meanings as in the LOC Agreement, unless a different meaning is assigned herein or is required by the context hereof.

2. <u>Amendments To LOC Agreement</u>**.** Upon satisfaction of all of the Conditions of Effectiveness (defined below), the following amendments shall take effect:

2.1 <u>LOC Amount</u>**.** The maximum principal amount of the Revolving Loan shall be Nineteen Million Five Hundred Thousand Dollars ($19,500,000.00).

2.2 <u>Definitions</u>. The following definitions in the LOC Agreement are hereby deleted in its entirety and replaced with the following:

"**Revolving Credit Availability**" means the agreement of the Lender to make or otherwise fund any Revolving Loan, the aggregate amount of which as of August __, 2026 is Nineteen Million Five Hundred Thousand Dollars ($19,500,000.00).

2.3 Note. The Note evidencing the Credit Facility is amended and restated in the form attached as **Exhibit "A"** hereto (as amended, the "**Amended and Restated Note**").

3. Conditions Of Effectiveness**.**

3.1 Notwithstanding its execution by all parties, this Amendment shall become effective only upon satisfaction of all of the following "**Conditions of Effectiveness**":

3.1.1 Execution and Recording of Documents**.** Borrower has executed any and all documents, including without limitation the Amended and Restated Note, necessary to effectuate this Amendment or otherwise required by Lender.

3.1.2 No Defaults. Borrower is in full compliance with all of its covenants and agreements under the Loan Documents, and there is no Default or Event of Default under the Loan Documents.

3.1.3 Extension Fee. Borrower shall pay to Lender, a modification fee in the amount of [$_______] and shall pay, or reimburse to Lender, Lender's attorneys' fees of [$_______] in connection with this Amendment.

3.2 The Conditions of Effectiveness are intended solely for Lender's benefit and may, at Lender's election and in its sole discretion be enforced, fully or partially waived, or transformed into covenants of Borrower to be performed following effectiveness of this Amendment upon Lender's subsequent written notice and demand. Unless waived in writing by Lender, each of the Conditions of Effectiveness must be satisfied on or before the date of this Amendment shall be of no further force or effect.

4. Representations and Warranties. Each Borrower hereby acknowledges, represents, warrants, and agrees as follows:

4.1 The Recitals set forth above are true and accurate.

4.2 There is no Default or Event of Default under the Loan Documents.

4.3 All documents and other information requested by Lender from Borrower as a condition to entering into this Amendment are true, complete, and accurate in all respects.

4.4 Borrower acknowledges that Lender is relying on the warranties, representations, releases, and agreements of Borrower in this Amendment, and would not enter into this Amendment or agree to modify the Loan Documents without such warranties, representations, releases, and agreements.

5. Release. Each Borrower agrees that Lender has not breached any of its obligations under the LOC Agreement or any Related Documents, and Borrower has no claims against Lender, its predecessors, successors, assigns, or participants, or any of their officers, directors, agents, employees, and other affiliates (collectively, the "**Released Parties**") for fraud, misrepresentation, lender misconduct, lender liability, breach of alleged fiduciary duty, or other tort or wrongdoing. Each Borrower

hereby releases and forever discharges the Released Parties of and from any and all claims, causes of action, rights of offset, and rights to damages that such Borrower has or may have, or may be entitled to assert, against the Released Parties for any reason whatsoever by reason of any actions, events, or occurrences prior to the date of this Amendment, except for such Borrower's rights to enforce Lender's further obligations under the LOC Agreement or any Related Documents, as amended hereby. The provisions, waivers, and releases set forth in this section are binding upon Borrowers and their respective agents, employees, representatives, officers, directors, partners, members, joint venturers, affiliates, assigns, heirs, successors-in-interest and shareholders. No Borrower has any claims, defenses, counterclaims, or rights of offset against any of the Released Parties arising out of or in any way connected with the Credit Facility.

6. Payment Of Lender's Expenses. Borrowers agree to reimburse Lender for all out-of-pocket expenses incurred by Lender in connection with the drafting, negotiation, execution, delivery, and performance of this Amendment and all related documents, including, without limitation, reasonable attorneys' fees and costs incurred by Lender, and any other costs.

7. Effect On Loan Documents. This Amendment shall be sufficient to serve as an amendment to all of the Loan Documents, as appropriate. This Amendment supersedes and shall control over any inconsistent provisions of the Loan Documents, or any previous extensions or other amendments of the Loan Documents. Except as amended herein, the Loan Documents shall remain in full force and effect as written, and the provisions of the Loan Documents shall remain unaffected, unchanged, and unimpaired hereby.

8. Authorization/Binding Effect. Each person signing this Amendment on behalf of Borrower warrants and represents that this Amendment was duly authorized by all individuals or entities whose authorization was required for this Amendment to be effective. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

9. Applicable Law**.** This Amendment shall be construed in all respects and enforced according to the laws of the State of California, without regard to that state's choice of law rules.

10. Counterparts. The parties may execute this Amendment in any number of counterparts, each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signatures appear on the following page(s)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT, a local special district and public agency

By:____________________________________

SAN GORGONIO MEMORIAL HOSPITAL,
a California nonprofit public benefit corporation

By:____________________________________

[Signatures continue on the following page]

COUNTERPART SIGNATURE PAGE TO LINE OF CREDIT

TENET HEALTHCARE CORP.

By:______________________________________
Joshua Burkett
Treasurer

[End of signature pages]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE OR JURISDICTION.

AMENDED AND RESTATED REVOLVING LOAN NOTE

Up to $19,500,000 March 31, 2026
Banning, California

FOR VALUE RECEIVED, SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT, a local health care district organized and existing under the Constitution and laws of the State of California (including its successors, the "**District**"), and SAN GORGONIO MEMORIAL HOSPITAL, a California nonprofit public benefit corporation ("**Hospital**", together with any other person who may from time to time become a borrower hereunder, each "**Borrower**" and collectively the "**Borrowers**"), and Tenet Healthcare Corporation, a Nevada corporation (including its successors and assigns, the "**Payee**") or its registered assigns, on or before the Termination Date, the lesser of (a) NINETEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($19,500,000) and (b) the unpaid principal amount of all advances made by the Payee to the Borrowers or either of them as Revolving Loans under the Line of Credit Agreement referred to below. For the avoidance of doubt, the aggregate amount advanced by the Payee is not to exceed an amount equal to $19,500,000, which may be borrowed, paid, reborrowed and repaid, in whole and in part, subject to the terms and conditions of the Line of Credit referred to below.

The Borrower also promises to pay interest on the unpaid principal amount from time to time outstanding under this Note, from the date outstanding until paid in full, at the rates and at the times which shall be determined in accordance with the provisions of that certain Line of Credit Agreement, dated as of March 31, 2026 (as it may be amended, supplemented or otherwise modified, the "**Line of Credit Agreement**"), by and between the Borrower and the Payee. Any capitalized term used but not defined herein has the meaning assigned to such term in the Line of Credit.

This Note is issued pursuant to and entitled to the benefits of the Line of Credit Agreement and the Related Documents (as defined in the Line of Credit) each which reference is hereby made for a more complete statement of the terms and conditions under which the Revolving Loans evidenced hereby were made and are to be repaid.

All payments of principal and interest in respect of this Note shall be made in lawful money of the United States of America in same day funds at the Lender's Office or at such other place as shall be designated in writing for such purpose from time to time. Unless and until an assignment agreement effecting the assignment or transfer of the obligations evidenced hereby shall have been accepted by the Lender and the Borrower, the Lender shall be entitled to deem and treat the Payee as the owner and holder of this Note and the obligations evidenced hereby. The Payee hereby agrees, by its acceptance hereof, that at the time of disposing of this Note or any part hereof, if any time shall occur, it will make a notation hereon of all principal payments previously made hereunder and of the date to which interest hereon has been paid; provided, the failure to make a notation of any payment made on this Note shall not limit or otherwise affect the obligations of the Borrower hereunder with respect to payments of principal of or interest on this Note.

This Note is subject to prepayment at the option of the Borrowers, as provided in the Line of Credit Agreement.

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE BORROWER AND THE PAYEE HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH SECTION 7.13 OF THE LINE OF CREDIT AGREEMENT.

Upon the occurrence and continuance of an Event of Default, the unpaid balance of the principal amount of this Note, together with all accrued and unpaid interest thereon, may become, or may be declared to be, due and payable in the manner, upon the conditions and with the effect provided in the Line of Credit Agreement.

The terms of this Note are subject to amendment only in the manner provided in the Line of Credit Agreement.

This Note and all amounts owed to the Lender hereunder are subject to the right of set-off by the Lender as further described in the Line of Credit Agreement.

No reference herein to the Line of Credit Agreement and no provision of this Note or the Line of Credit Agreement shall alter or impair the obligations of the Borrower, which are absolute and unconditional, to pay the principal of and interest on this Note at the place, at the respective times, and in the currency herein prescribed.

The Borrower promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, all as provided in the Line of Credit Agreement, incurred in the collection and enforcement of this Note. The Borrower and any endorsers of this Note hereby consent to renewals and extensions of time at or after the maturity hereof, without notice, and hereby waive diligence, presentment and protest.

[Signature appears on the following page]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and delivered by its officer thereunto duly authorized as of the date and at the place first written above.

SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT

By:______________________________
Name:____________________________
Title:_____________________________

SAN GORGONIO MEMORIAL HOSPITAL

By:______________________________
Name:____________________________
Title:_____________________________

ACTIONS ON
REVOLVING LOAN NOTE

Date	Type of Revolving Loan	Amount of Revolving Loan Made This Date	Amount of Principal Paid This Date	Outstanding Principal Balance This Date	Notation Made By

TAB B

RESOLUTION 2026-11
THE BOARD OF DIRECTORS
SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT
a California Public Agency

<u>RESOLUTION APPROVING MODIFICATION OF TENET LINE OF CREDIT AND MODIFICATION OF SUBORDINATION AND INTERCREDITOR AGREEMENT</u>

WHEREAS, Tenet Healthcare Corporation as lender ("Tenet" and "LOC Lender") San Gorgonio Memorial Healthcare District, a California public agency, ("District") and San Gorgonio Memorial Hospital, a California nonprofit public benefit corporation that supports the District ("Hospital Corporation") as co-borrowers entered into a certain Line of Credit Agreement dated as of March 31, 2026 ("LOC Credit Agreement") pursuant to which, among other things, LOC Lender has agreed, subject to the terms and conditions set forth in the LOC Credit Agreement, to extend a $15,000,000 line of credit (the "Existing Credit Facility") to Borrower.

WHEREAS, District requested LOC Lender to increase the size of the Existing Credit Facility to a line of credit up to $23,000,000 to accommodate short-term liquidity needs and LOC Lender has agreed to modify the LOC Credit Agreement to increase the Existing Credit Facility to an amount not to exceed $19,500,000.

WHEREAS, it is a condition precedent to LOC Lender increasing the Existing Credit Facility that the Subordination and Intercreditor Agreement dated as of March 31, 2026, be modified pursuant to the terms hereof;

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

Section 1. All of the determinations, findings, and recitals set forth above are hereby ratified, confirmed, approved, and adopted in all respects

Section 2. The Amendment to the Line of Credit Agreement, the Amended and Restated Note, and the Modification of Subordination and Intercreditor Agreement (collectively, the "Modified LOC Documents"), each in the form presented to this meeting and attached as **Exhibit A**, is hereby approved. The Chair of the Board, the Vice Chair of the Board, the Chief Executive Officer of the District, and the Chief Financial Officer of the District or their designees (each, an "Authorized Officer"), are hereby authorized and directed, for and in the name of the District, to execute and deliver the Modified LOC Documents, with such changes, additions and deletions therein as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery of the Modified LOC Documents.

Section 3. The District and each of the Authorized Officers are hereby authorized and directed, for and in the name of the District, to take such other actions, and to execute, deliver and perform such additional documents, agreements, instruments and certificates, as may be necessary or advisable to carry out the intent and purposes of this resolution.

Section 9. This resolution shall take effect immediately upon its passage.

* * * * * * * * * *

PASSED AND ADOPTED this 18th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

By ___________________________________
Chair, Board of Directors
San Gorgonio Memorial Healthcare District

I hereby certify that the foregoing resolution was duly adopted at a meeting of the Board of Directors of the San Gorgonio Memorial Healthcare District held on the 30th day of December, 2025.

By ___________________________________
Secretary, Board of Directors
San Gorgonio Memorial Healthcare District

Exhibit A

Modified LOC Documents

AMENDMENT TO LINE OF CREDIT AGREEMENT

This AMENDMENT TO LINE OF CREDIT AGREEMENT (this "**Amendment**"), dated as of August __, 2026, is entered into by and among SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT, a local health care district and public agency organized under the laws of the state of California (with its successors, the "**District**"), SAN GORGONIO MEMORIAL HOSPITAL, a California nonprofit public benefit corporation (the "**Hospital**") and TENET HEALTHCARE CORPORATION, a Nevada corporation (including its successors and permitted assigns hereunder, the "**Lender**"). The District and any other Persons that may from time to time become a "Borrower" hereunder are each referred to herein individually as a "**Borrower**" and are jointly referred to herein as the "**Borrowers**."

RECITALS

A. Borrowers obtained a revolving credit facility from Lender (the "**Revolving Loan**" or "**Loan**") pursuant to the terms of a Line of Credit Agreement dated as of March 31, 2026 (together with any amendments or modifications thereto, the **"LOC Agreement"**). The Loan is also evidenced by a Promissory Note dated March 31, 2026 (together with any amendments thereto, the **"Note"**), in the maximum principal amount of $15,000,000.00. As of the date of this Amendment, the outstanding principal balance of the Loan was $15,000,000.00.

B. The LOC Agreement, the Note (as amended and restated pursuant to the Amended and Restated Note, as defined below), and all other documents evidencing, securing, or otherwise governing the Credit Facility, including, without limitation, that certain Security Agreement, as they may have been amended or modified, are referred to herein collectively as the "**Loan Documents**."

C. Borrower has requested that Lender modify the terms of the Loan as set forth below. To accommodate Borrower's request, Borrower and Lender desire to modify the Loan on the terms and conditions set forth in this Amendment.

AGREEMENTS

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. Terminology**.** The terms used in this Amendment shall have the same meanings as in the LOC Agreement, unless a different meaning is assigned herein or is required by the context hereof.

2. Amendments To LOC Agreement**.** Upon satisfaction of all of the Conditions of Effectiveness (defined below), the following amendments shall take effect:

2.1 LOC Amount**.** The maximum principal amount of the Revolving Loan shall be Nineteen Million Five Hundred Thousand Dollars ($19,500,000.00).

2.2 Definitions. The following definitions in the LOC Agreement are hereby deleted in its entirety and replaced with the following:

"**Revolving Credit Availability**" means the agreement of the Lender to make or otherwise fund any Revolving Loan, the aggregate amount of which as of August __, 2026 is Nineteen Million Five Hundred Thousand Dollars ($19,500,000.00).

2.3 Note. The Note evidencing the Credit Facility is amended and restated in the form attached as **Exhibit "A"** hereto (as amended, the "**Amended and Restated Note**").

3. Conditions Of Effectiveness**.**

3.1 Notwithstanding its execution by all parties, this Amendment shall become effective only upon satisfaction of all of the following "**Conditions of Effectiveness**":

3.1.1 Execution and Recording of Documents**.** Borrower has executed any and all documents, including without limitation the Amended and Restated Note, necessary to effectuate this Amendment or otherwise required by Lender.

3.1.2 No Defaults. Borrower is in full compliance with all of its covenants and agreements under the Loan Documents, and there is no Default or Event of Default under the Loan Documents.

3.1.3 Extension Fee. Borrower shall pay to Lender, a modification fee in the amount of [$_______] and shall pay, or reimburse to Lender, Lender's attorneys' fees of [$_______] in connection with this Amendment.

3.2 The Conditions of Effectiveness are intended solely for Lender's benefit and may, at Lender's election and in its sole discretion be enforced, fully or partially waived, or transformed into covenants of Borrower to be performed following effectiveness of this Amendment upon Lender's subsequent written notice and demand. Unless waived in writing by Lender, each of the Conditions of Effectiveness must be satisfied on or before the date of this Amendment shall be of no further force or effect.

4. Representations and Warranties. Each Borrower hereby acknowledges, represents, warrants, and agrees as follows:

4.1 The Recitals set forth above are true and accurate.

4.2 There is no Default or Event of Default under the Loan Documents.

4.3 All documents and other information requested by Lender from Borrower as a condition to entering into this Amendment are true, complete, and accurate in all respects.

4.4 Borrower acknowledges that Lender is relying on the warranties, representations, releases, and agreements of Borrower in this Amendment, and would not enter into this Amendment or agree to modify the Loan Documents without such warranties, representations, releases, and agreements.

5. Release. Each Borrower agrees that Lender has not breached any of its obligations under the LOC Agreement or any Related Documents, and Borrower has no claims against Lender, its predecessors, successors, assigns, or participants, or any of their officers, directors, agents, employees, and other affiliates (collectively, the "**Released Parties**") for fraud, misrepresentation, lender misconduct, lender liability, breach of alleged fiduciary duty, or other tort or wrongdoing. Each Borrower

hereby releases and forever discharges the Released Parties of and from any and all claims, causes of action, rights of offset, and rights to damages that such Borrower has or may have, or may be entitled to assert, against the Released Parties for any reason whatsoever by reason of any actions, events, or occurrences prior to the date of this Amendment, except for such Borrower's rights to enforce Lender's further obligations under the LOC Agreement or any Related Documents, as amended hereby. The provisions, waivers, and releases set forth in this section are binding upon Borrowers and their respective agents, employees, representatives, officers, directors, partners, members, joint venturers, affiliates, assigns, heirs, successors-in-interest and shareholders. No Borrower has any claims, defenses, counterclaims, or rights of offset against any of the Released Parties arising out of or in any way connected with the Credit Facility.

6. Payment Of Lender's Expenses. Borrowers agree to reimburse Lender for all out-of-pocket expenses incurred by Lender in connection with the drafting, negotiation, execution, delivery, and performance of this Amendment and all related documents, including, without limitation, reasonable attorneys' fees and costs incurred by Lender, and any other costs.

7. Effect On Loan Documents. This Amendment shall be sufficient to serve as an amendment to all of the Loan Documents, as appropriate. This Amendment supersedes and shall control over any inconsistent provisions of the Loan Documents, or any previous extensions or other amendments of the Loan Documents. Except as amended herein, the Loan Documents shall remain in full force and effect as written, and the provisions of the Loan Documents shall remain unaffected, unchanged, and unimpaired hereby.

8. Authorization/Binding Effect. Each person signing this Amendment on behalf of Borrower warrants and represents that this Amendment was duly authorized by all individuals or entities whose authorization was required for this Amendment to be effective. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

9. Applicable Law. This Amendment shall be construed in all respects and enforced according to the laws of the State of California, without regard to that state's choice of law rules.

10. Counterparts. The parties may execute this Amendment in any number of counterparts, each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signatures appear on the following page(s)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT, a local special district and public agency

By:____________________________________

SAN GORGONIO MEMORIAL HOSPITAL,
a California nonprofit public benefit corporation

By:____________________________________

[Signatures continue on the following page]

COUNTERPART SIGNATURE PAGE TO LINE OF CREDIT

TENET HEALTHCARE CORP.

By:______________________________________

Joshua Burkett

Treasurer

[End of signature pages]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR JURISDICTION.

AMENDED AND RESTATED REVOLVING LOAN NOTE

Up to $19,500,000 | March 31, 2026
Banning, California

FOR VALUE RECEIVED, SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT, a local health care district organized and existing under the Constitution and laws of the State of California (including its successors, the “**District**”), and SAN GORGONIO MEMORIAL HOSPITAL, a California nonprofit public benefit corporation (“**Hospital**”, together with any other person who may from time to time become a borrower hereunder, each “**Borrower**” and collectively the “**Borrowers**”), and Tenet Healthcare Corporation, a Nevada corporation (including its successors and assigns, the “**Payee**”) or its registered assigns, on or before the Termination Date, the lesser of (a) NINETEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($19,500,000) and (b) the unpaid principal amount of all advances made by the Payee to the Borrowers or either of them as Revolving Loans under the Line of Credit Agreement referred to below. For the avoidance of doubt, the aggregate amount advanced by the Payee is not to exceed an amount equal to $19,500,000, which may be borrowed, paid, reborrowed and repaid, in whole and in part, subject to the terms and conditions of the Line of Credit referred to below.

The Borrower also promises to pay interest on the unpaid principal amount from time to time outstanding under this Note, from the date outstanding until paid in full, at the rates and at the times which shall be determined in accordance with the provisions of that certain Line of Credit Agreement, dated as of March 31, 2026 (as it may be amended, supplemented or otherwise modified, the “**Line of Credit Agreement**”), by and between the Borrower and the Payee. Any capitalized term used but not defined herein has the meaning assigned to such term in the Line of Credit.

This Note is issued pursuant to and entitled to the benefits of the Line of Credit Agreement and the Related Documents (as defined in the Line of Credit) each which reference is hereby made for a more complete statement of the terms and conditions under which the Revolving Loans evidenced hereby were made and are to be repaid.

All payments of principal and interest in respect of this Note shall be made in lawful money of the United States of America in same day funds at the Lender’s Office or at such other place as shall be designated in writing for such purpose from time to time. Unless and until an assignment agreement effecting the assignment or transfer of the obligations evidenced hereby shall have been accepted by the Lender and the Borrower, the Lender shall be entitled to deem and treat the Payee as the owner and holder of this Note and the obligations evidenced hereby. The Payee hereby agrees, by its acceptance hereof, that at the time of disposing of this Note or any part hereof, if any time shall occur, it will make a notation hereon of all principal payments previously made hereunder and of the date to which interest hereon has been paid; provided, the failure to make a notation of any payment made on this Note shall not limit or otherwise affect the obligations of the Borrower hereunder with respect to payments of principal of or interest on this Note.

This Note is subject to prepayment at the option of the Borrowers, as provided in the Line of Credit Agreement.

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE BORROWER AND THE PAYEE HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH SECTION 7.13 OF THE LINE OF CREDIT AGREEMENT.

Upon the occurrence and continuance of an Event of Default, the unpaid balance of the principal amount of this Note, together with all accrued and unpaid interest thereon, may become, or may be declared to be, due and payable in the manner, upon the conditions and with the effect provided in the Line of Credit Agreement.

The terms of this Note are subject to amendment only in the manner provided in the Line of Credit Agreement.

This Note and all amounts owed to the Lender hereunder are subject to the right of set-off by the Lender as further described in the Line of Credit Agreement.

No reference herein to the Line of Credit Agreement and no provision of this Note or the Line of Credit Agreement shall alter or impair the obligations of the Borrower, which are absolute and unconditional, to pay the principal of and interest on this Note at the place, at the respective times, and in the currency herein prescribed.

The Borrower promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, all as provided in the Line of Credit Agreement, incurred in the collection and enforcement of this Note. The Borrower and any endorsers of this Note hereby consent to renewals and extensions of time at or after the maturity hereof, without notice, and hereby waive diligence, presentment and protest.

[Signature appears on the following page]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and delivered by its officer thereunto duly authorized as of the date and at the place first written above.

SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT

By:______________________________
Name:____________________________
Title:_____________________________

SAN GORGONIO MEMORIAL HOSPITAL

By:______________________________
Name:____________________________
Title:_____________________________

ACTIONS ON
REVOLVING LOAN NOTE

Date	Type of Revolving Loan	Amount of Revolving Loan Made This Date	Amount of Principal Paid This Date	Outstanding Principal Balance This Date	Notation Made By

TAB C

<u>MODIFICATION OF SUBORDINATION AND INTERCREDITOR AGREEMENT</u>

THIS MODIFICATION OF SUBORDINATION AND INTERCREDITOR AGREEMENT (this "Agreement") is made effective as of August ___, 2026, by and among **CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY**, a public instrumentality of the State of California ("*CHFFA*"), **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as successor in interest to U.S. Bank National Association ("*Bond Trustee*"), **SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT,** a local health care district and public agency organized under the laws of the state of California ("*Borrower*"), and **TENET HEALTHCARE CORPORATION**, a Nevada corporation (together with its successors and assigns, "*LOC Lender*"). Each of CHFFA, Bond Trustee, Borrower and LOC Lender constitute a "*Party*" and collectively they constitute the "*Parties*".

RECITALS:

WHEREAS, Borrower, LOC Lender and **SAN GORGONIO MEMORIAL HOSPITAL CORPORATION**, a California nonprofit public benefit corporation ("Hospital Affiliate") have entered into a certain Line of Credit Agreement dated as of March 31, 2026 (as the same may be amended, supplemented or otherwise modified from time to time in LOC Lender's sole discretion, the "*LOC Credit Agreement*") pursuant to which, among other things, LOC Lender has agreed, subject to the terms and conditions set forth in the LOC Credit Agreement, to extend a $15,000,000 line of credit (the "*Existing Credit Facility*") to Borrower.

WHEREAS, Borrower has requested LOC Lender increase the size of the Existing Credit Facility to a line of credit up to $23,000,000 to accommodate short-term liquidity needs and LOC Lender has agreed to increase the Existing Credit Facility to an amount not to exceed $19,500,000 pursuant to that certain [First Modification of Line of Credit Agreement] dated as of even date herewith (the "*First Modification*").

WHEREAS, it is a condition precedent to LOC Lender increasing the Existing Credit Facility that the Subordination and Intercreditor Agreement dated as of March 31, 2026 by and amongst the Parties (the "*Original Intercreditor Agreement*") be modified pursuant to the terms hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **<u>Recitals</u>.** The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference; provided, however, that such recitals shall not be deemed to modify the express provisions hereinafter set forth.

2. **<u>Modification of Original Intercreditor Agreement</u>.** The Original Intercreditor Agreement is hereby modified as follows:

(a) The Parties agree that the term "*Credit Facility*" as defined in paragraph A of the Recitals to the Original Intercreditor Agreement shall mean the Credit Facility as modified pursuant to the First Modification as the same may be further increased by a subsequent modification of the LOC Credit Agreement so long as such subsequent modification does not increase the principal amount of the Credit Facility in excess of a maximum principal amount of $23,500,000.

(b) CHFFA, the Bond Trustee and Borrower acknowledge and agree that the term "*LOC Debt*" as defined in Section 1 of the Original Intercreditor Agreement shall include the line of credit as modified by the First Modification and any subsequent modification so long as the maximum principal amount under the Credit Facility shall not exceed $23,000,000 without the written consent of CHFFA and the Bond Trustee.

3. Entire Agreement; Binding Affect. This Agreement constitutes the entire and final agreement among the Parties regarding the terms hereof and there are no agreements, understandings, warranties or representations among the parties except as set forth herein. This Agreement will inure to the benefit and bind the respective heirs, administrators, executors, representatives, successors and permitted assigns of the parties hereto.

4. Governing Law. This Agreement is executed and delivered in the State of California(the "*State*") without regard to principles concerning choice of law and it is the desire and intention of the parties that it be in all respects interpreted according to the laws of the State.

5. Counterparts; Electronic Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the Parties until such time as a counterpart of this document has been executed by each of the Parties and a copy thereof delivered to each party under this Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Ratification. To the extent of any conflict , ambiguity or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any of the Original Intercreditor Agreement, the LOC Debt Documents (as defined in the Original Intercreditor Agreement), the CHFFA Debt Documents (as defined in the Original Intercreditor Agreement) or the Bond Documents (as defined in the Original Intercreditor Agreement), the terms and conditions of this Agreement shall control. Unless specifically modified hereby, all terms of the Original Intercreditor Agreement shall remain in full force and effect.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, CHFFA, Bond Trustee, Borrower and LOC Lender have caused this Agreement to be executed as of the date first above written.

CHFFA:

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY,
a public instrumentality of the State of California

By: ______________________________
Name: Carolyn Aboubechara
Title: Executive Director

BOND TRUSTEE:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: ______________________________
Name: David Jason
Title: Vice President

BORROWER:

SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT,
a local special district and public agency

By: ______________________________
Name: ______________________________
Title: ______________________________

LOC LENDER:

TENET HEALTHCARE CORPORATION,
a Nevada corporation

By: ______________________________
Name: ______________________________
Title: ______________________________