

#24

WAIVER OF CONDITION PRECEDENT
REGARDING SURVEY

Pursuant to Section 15.1.2(d) of that certain First Amended Memorandum of Understanding made and entered into as of June 11, 1997, by and between Eden Township Hospital District, a California local health care district, Sutter Health, a California nonprofit public benefit corporation ("Sutter"), and Eden Medical Center, a California nonprofit public benefit corporation ("NewCo") (the "MOU"), as a condition to Closing, Sutter is required to have obtained a Survey in accordance with Article 17 of the MOU. NewCo and Sutter hereby waive the condition precedent to the Closing that Sutter shall have obtained the Survey under Section 15.1.2(d) of the MOU. Terms not otherwise defined in this Waiver are as defined in the MOU.

This Waiver is executed pursuant to Section 15.2 of the MOU.

Dated: January 15, 1998.

"NEWCO"

EDEN MEDICAL CENTER, a California
nonprofit public benefit corporation

By [Signature]
Name: Robert D. Reed
Title: Chief Financial Officer

"SUTTER"

SUTTER HEALTH, a California nonprofit
public benefit corporation

By [Signature]
Name: Gary F. Loveridge
Title: Authorized Representative

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**WAIVER OF CONDITION PRECEDENT
UNDER SECTION 15.1.3(f) OF THE MOU**

Pursuant to Section 15.1.3(f) of that certain First Amended Memorandum of Understanding made and entered into as of June 11, 1997, by and between Eden Township Hospital District, a California local health care district, Sutter Health, a California nonprofit public benefit corporation ("Sutter"), and Eden Medical Center, a California nonprofit public benefit corporation ("NewCo") (the "MOU"), as a condition to Closing, NewCo is required to have received or obtained all licenses, permits and franchises required by law or governmental regulations from all applicable federal, state and local authorities and any other regulatory agencies necessary or proper in order to own and/or lease the Transferred Assets and to conduct and operate the Medical Center and each of its departments. District hereby waives the condition precedent to the Closing that Sutter shall have obtained Hospital Pharmacy Permits and Medicare and Medi-Cal Provider Numbers. Terms not otherwise defined in this Waiver are as defined in the MOU.

This Waiver is executed pursuant to Section 15.2 of the MOU.

Dated: January 15, 1998

DISTRICT

Eden Township Hospital District, a local health care district

By: Frank Ivica
Name: FRANK IVICA
Title: CHAIR