

P.O. Box 668 San Andreas, CA 95249 (209) 754-4468 Telephone (209) 754-2537 Fax

June 8, 2016

Karl Silberstein Senior Vice President Dignity Health

Re: Notice of Termination of Confidentiality and Non-Disclosure Agreement

Dear Mr. Silberstein:

Pursuant to Section 10 of that certain Confidentiality and Non-Disclosure Agreement between the Mark Twain Health Care District and Dignity Health ("the NDA"), the District hereby provides sixty (60) days' notice of the termination of the Exclusivity Period. Likewise, the District hereby provides notice pursuant to section 16 of the NDA of its intent to terminate negotiations with respect to the Transaction, effective upon the termination of the Exclusivity Period.

The District appreciates the time and effort that Dignity Health has expended in the effort to reach an agreement on an extension of the hospital lease, as well as the open and cooperative approach that you have shown in such negotiations. We regret that we were unable to reach a mutually satisfactory resolution.

The District remains open to the potential for further discussions at your convenience of any outstanding issues which have prevented us from reaching an agreement relating to a new lease. Likewise, we look forward to continuing to cooperate with Dignity Health in the provision of health care to the citizens of Calaveras County during the remainder of the term of the hospital lease.

Very truly yours,

Daymon Doss Executive Director

cc. President and Members of the Board of Trustees General Counsel

Mark Twain Health Care District Mission Statement

"Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides high quality, professional and compassionate health care".