

**SECOND AMENDMENT TO RESTATED
MANAGEMENT SERVICES AGREEMENT**

This Second Amendment to the Restated Management Services Agreement ("Amendment") is dated effective October __, 2007, by and between Eden Township Healthcare District, a local healthcare district ("District"), and Eden Medical Center, a California public benefit corporation ("Manager").

RECITALS

A. District and Manager entered into a Restated Management Services Agreement on January 15, 1998, and a First Amendment to Restated Management Services Agreement effective as of August 1, 2005 (the "Agreement").

B. District and Manager seek to amend the terms of the Agreement to provide for either party to terminate the Agreement without cause upon reasonable notice.

NOW, THEREFORE, Manager and District agree as follows:

1. Section 3.1 of the Agreement is amended and replaced in its entirety to read as follows:

3.1 **Term and Termination.** The term of the Agreement shall commence on August 1, 2005 (the "Commencement Date"), and terminate on August 1, 2008 ("Termination Date"). On the Termination Date, and on each annual anniversary date of the Termination Date thereafter, this Agreement shall be automatically renewed for successive one (1) year terms unless and until either party gives the other party thirty (30) calendar days prior written notice of its intention not to renew this Agreement. In addition, either party may unilaterally terminate this Agreement at any time after March 30, 2008, without cause by giving the other party thirty (30) calendar days prior written notice of its intention to unilaterally terminate this Agreement.

2. Except as expressly amended by this Amendment, the Management Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, District and Manager have caused this Amendment to be executed as of the date first written above.

"DISTRICT"

"MANAGER"

EDEN TOWNSHIP HOSPITAL DISTRICT

EDEN MEDICAL CENTER

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____