



May 30, 2024

Oregon Health & Science University
3181 SW Sam Jackson Park Road
Portland, Oregon 97239-3098

Legacy Health
1919 NW Lovejoy Street
Portland, Oregon 97209

Re: Certain PacificSource Matters

To whom it may concern:

Reference is hereby made to that certain System Combination Agreement (as amended, restated, supplemented or otherwise modified, the “**System Combination Agreement**”), dated May 30, 2024, by and between OREGON HEALTH & SCIENCE UNIVERSITY, an Oregon statutory public corporation (“**OHSU**”), and LEGACY HEALTH, an Oregon nonprofit corporation (“**Legacy Health**”). Each of OHSU and Legacy Health may be referred to throughout this Agreement individually as a “**Party**” and collectively as the “**Parties.**” Capitalized terms used but not defined herein shall have the meanings given to them in the System Combination Agreement. All section references used herein shall refer to the applicable sections of the System Combination Agreement unless otherwise indicated herein.

Legacy Health and PacificSource, an Oregon nonprofit corporation (“**PacificSource**”) are

[REDACTED]

[REDACTED]

[REDACTED] Section 1.3 of the System Combination Agreement will [REDACTED] apply and the transfer of Legacy Health’s membership interest in PacificSource to the Legacy Health Foundation, an Oregon nonprofit corporation (“**Legacy**

Health Foundation”), will occur as contemplated by the System Combination Agreement

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

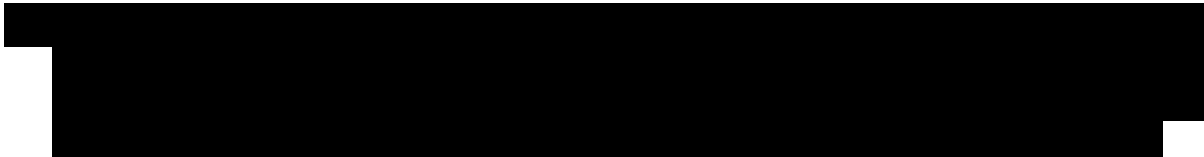
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



■ The terms of this Letter shall be treated by the Parties as subject to the same terms and conditions as those set forth Article 12 of the System Combination Agreement, as if this Letter were part of the Agreement referenced therein. This Letter may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or other electronically scanned and transmitted signatures, including by email attachment, shall be deemed originals for all purposes of this Letter. Signatures by electronic means shall have the same legal effect, validity, enforceability and admissibility as handwritten signatures.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have caused this letter Agreement to be executed by their authorized officers as of the date first set forth above.

**OREGON HEALTH & SCIENCE
UNIVERSITY**

By: Danny O. Jacobs

Printed: Danny O. Jacobs, M.D., M.P.H., FACS

Title: President

(Signature Page to Side Letter re: PacificSource Matters)

IN WITNESS WHEREOF, the Parties hereto have caused this letter Agreement to be executed by their authorized officers as of the date first set forth above.

LEGACY HEALTH

By: Anna Loomis

Printed: Anna Loomis

Title: Interim CEO

(Signature Page to Side Letter re: PacificSource Matters)