

## **ELEVENTH AMENDED AND RESTATED**

### **STOCKHOLDERS' AGREEMENT**

THIS ELEVENTH AMENDED AND RESTATED STOCKHOLDERS' AGREEMENT (this "Agreement") is effective as of the 1st day of April, 2015, by and among Vizient Inc., a Delaware corporation (the "Company") and each party that owns or holds any shares of common stock, par value of \$1.00 per share (the "Common Stock") of the Company, including, without limitation, each party that executes and delivers to the Company a written agreement substantially in the form of Exhibit A hereto or that hereafter executes and delivers to the Company a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8) or that hereafter executes and deliver to the Company a written agreement substantially in the form of Exhibit C hereto, and, in any case, acquires any shares of Common Stock. Exhibit A, Exhibit B, and Exhibit C are incorporated herein and constitute part of this Agreement. For the purpose of this Agreement, each holder of Common Stock that is a party to this Agreement is referred to herein individually as a "Stockholder" and collectively as the "Stockholders;" provided, however, that the Company shall not be deemed a Stockholder. The Company and a Stockholder or the Stockholders are referred to in this Agreement individually as a "Party" and, collectively, as the "Parties."

### **RECITALS**

WHEREAS, each party that shall become a party hereto by executing and delivering to the Company a written agreement substantially in the form of Exhibit A hereto and each party that subsequently shall become a party hereto by executing and delivering to the Company a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8) owns beneficially and of record Common Stock;

WHEREAS, this Agreement amends and restates the Tenth Amended and Restated Stockholders' Agreement dated January 1, 2013 (the "Tenth Stockholders' Agreement") to read in its entirety as set forth in this Agreement; and therefore, pursuant to Section 12 of the Tenth Stockholders' Agreement, this Agreement shall become binding upon and enforceable against each party to the Tenth Stockholders' Agreement and their respective successors and assigns upon the approval of this Agreement by the President of the Company and by the holders of a majority of the issued and outstanding shares of Common Stock who are parties to the Tenth Stockholders' Agreement; and

WHEREAS, after careful deliberation and negotiations, each Stockholder believes that it is in its best interests and the best interests of the Company, and necessary for the protection of its financial interests in the Company and a harmonious relationship among the Stockholders of the Company, to enter into this Agreement in order to address certain affairs of the Company and the Stockholders.

NOW, THEREFORE, for and in consideration of the premises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Stockholder hereby agrees that the Tenth Stockholders' Agreement hereby is amended and restated in its entirety, and each Stockholder hereby agrees, as follows:

### **TERMS AND CONDITIONS**

1. Restated Certificate and Bylaws. Each Stockholder assents to and agrees to be bound by and to comply with the terms and provisions of the Amended and Restated Certificate of Incorporation of the Company, as amended on [\_\_\_\_\_, 2015] and thereafter amended from time to time (the "Restated Certificate"), and of the Amended and Restated Bylaws of the Company, as amended on [\_\_\_\_\_, 2015]

and thereafter amended from time to time (the “Bylaws”), including, without limitation, the restrictions on ownership and transferability of shares of Common Stock set forth in the Restated Certificate and the Bylaws, to the same extent as if such Stockholder voted in favor of the adoption of such Restated Certificate and such Bylaws. The Company and each Stockholder shall take all Necessary Action (as defined below) to cause the persons set forth on Exhibit D hereto to serve on the Board for the terms set forth therein. For purposes of this Section 1, “Necessary Action” shall mean, with respect to a specified result, all actions (to the extent such actions are permitted by applicable law and, in the case of any action by the Company that requires a vote or other action on the part of the Board, to the extent such action is consistent with the fiduciary duties that the Company’s directors may have in such capacity) necessary to cause such result including, but not limited to: (i) the inclusion of an individual in the slate of nominees to the Board recommended to the stockholders of the Company; (ii) soliciting proxies or consents in favor of the election of an individual to the Board; and (iii) voting (whether at an annual or special meeting) or providing a written consent or proxy with respect to shares of Common Stock. In addition, the Company and each Stockholder shall take all Necessary Action to cause the Chief Executive Officer and President of the Company to serve as an *ex-officio* voting member of the Board.

2. Transfer and Issuance Restrictions. Except as set forth in this Agreement, no Stockholder shall dispose of any shares of Common Stock or any other security of the Company or any interest therein (whether by sale, transfer, assignment, gift or in any other manner) except to the Company or pursuant to a merger, consolidation, or dissolution of the Company, or following the sale of all or substantially of the assets of the Company. Further the Company may not issue any share of Common Stock to any person, other than the Company or pursuant to any merger of the Company, without the prior approval of the Company’s board of directors (the “Board”). With respect to the issuance of any Common Stock to any person, upon the approval of the Board, such person must (a) execute and deliver to the Company a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8); provided, that such person need not execute and deliver such a written agreement if such person, at the time of such disposition or issuance, already is a party to and bound by this Agreement and a Stockholder hereunder, and (b) must be qualified under the Restated Certificate and the Bylaws to become a holder of such share of Common Stock. Without the prior approval of the Board, no Stockholder shall permit any person (other than such Stockholder) to have any beneficial ownership interest in a share of Common Stock or any other security of the Company held by such Stockholder. Any disposition of a share of Common Stock or any other security of the Company made in violation of this Agreement shall not be valid or enforceable and shall be null and void ab initio, and the Company may refuse to register or recognize any such disposition.

3. Securities Law Restrictions. Each Stockholder acknowledges that no share of any class of stock of the Company (including Common Stock) and no other security of the Company has been registered under the Securities Act of 1933, as amended or the rules and regulations promulgated thereunder (the “Act”) or under any state securities or blue sky law (“Blue Sky Law”); and, therefore, no such share of stock (including Common Stock) or other security of the Company can be sold, transferred, pledged or otherwise disposed of without registration under the Act and under any applicable Blue Sky Law (none of which registrations the Company shall have any obligation to permit or undertake) or unless an exemption from registration thereunder is available. Each Stockholder agrees not to sell, transfer, pledge or otherwise dispose of any share of stock of the Company (including Common Stock) or any other security of the Company (or any interest therein) without registration under the Act and under any applicable Blue Sky Law or without delivering to the Company an opinion of counsel, in form and substance satisfactory to the Company, to the effect that such sale, transfer, pledge or other disposition and any execution and delivery by the transferee of a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8) in connection therewith are exempt from registration under the Act and do not violate any applicable Blue Sky Law. Each Stockholder agrees that each certificate representing any share of any

class of stock of the Company may bear a legend with respect to the foregoing, with respect to such other transfer restrictions and the qualifications of any holder of any share of any class of stock of the Company which may be set forth in this Agreement, in the Restated Certificate (including any certificate of designation relating to preferred stock issued by the Company), in the Bylaws or in any other written agreement among the Stockholders and with respect to other matters required by law or otherwise deemed appropriate by the Stockholders or the Board from time to time to be set forth therein, and each Stockholder shall surrender to the Company, at its request from time to time, any stock certificate representing any share of any class of stock of the Company held by such Stockholder in exchange for a replacement stock certificate with such a legend.

4. Redemption.

(a) Upon the occurrence of any of the following events with respect to a Stockholder (each, a “Redemption Event”), the Company has the option, in the sole discretion of the Board, to redeem and purchase the Common Stock held by any Stockholder as provided in this Section 4:

i. Except as set forth in Section 17, a Stockholder desires or attempts to give, sell, exchange, assign, transfer, pledge, hypothecate, bequeath, devise, or otherwise dispose of any share of Common Stock, or an Academic Medical Center Affiliate causes its Stockholder to attempt to give, sell, exchange, assign, transfer, pledge, hypothecate, bequest, devise, or otherwise dispose of any share of Common Stock;

ii. Except as set forth in Section 17, a Stockholder’s Common Stock is transferred by operation of law, including, without limitation, the entry of an order for relief against a Stockholder under the United States Bankruptcy Code, the insolvency of a Stockholder under any state insolvency act or any other event of “bankruptcy” with respect to such Stockholder, under levy of attachment or charging order or upon foreclosure of a pledge or security interest in a Stockholder’s Common Stock, or otherwise;

iii. A Stockholder or, in the case of a Stockholder that has an Academic Medical Center Affiliate, its Academic Medical Center Affiliate undergoes a “Change of Control.” For purposes of this Agreement, a “Change of Control” shall mean any event by which the activities, affairs, operation or ability to set the direction of a Stockholder or, in the case of a Stockholder that has an Academic Medical Center Affiliate, its Academic Medical Center Affiliate, or its facilities is transferred, whether by merger, direct or indirect transfer of ownership, sale of assets, agreement, lease, management contract, voting agreement, operation of law or otherwise; provided, however, that the routine election of trustees or directors of a Stockholder or, in the case of a Stockholder that has an Academic Medical Center Affiliate, its Academic Medical Center Affiliate shall not constitute a Change of Control;

iv. A Stockholder is in material default under, or materially breaches, any term or condition of this Agreement;

v. Except as set forth in Section 17, a Stockholder or its Academic Medical Center Affiliate (other than a Stockholder investing in securities of the Company subsequent to the date hereof that the Board determines to be exempt from this Section 4(a)(v)) fails to participate at a reasonable level in the programs or services of the Company, its subsidiaries, or affiliates, such level of participation to be annually determined by the Board, in its sole and absolute discretion;

vi. Except as set forth in Section 17, a Stockholder or its Academic Medical Center Affiliate engages in conduct that could reasonably be anticipated to have a Material Adverse Effect on the value of the Company's brand, the Company, a subsidiary of the Company, a line of business of the Company or a subsidiary of the Company, or any service or product offering of the Company or a subsidiary of the Company to its customers;

vii. A Stockholder or its Academic Medical Center Affiliate engages in conduct that would constitute an event of default, breach, or noncompliance under any agreement or license of the Company or its subsidiaries or affiliates; or

viii. As set forth in Section 17, the failure of University HealthSystem Consortium, an Illinois nonprofit corporation ("UHC"), to deliver to the Company a counterpart of this Agreement or a joinder agreement in the form of Exhibit C from one of its members or an affiliate of such member prior to the one (1) year anniversary of the closing of the transactions contemplated under that certain Stock Purchase Agreement dated as of \_\_\_\_, 2015 (the "Stock Purchase Agreement") between the Company and UHC.

(b) Within ten (10) business days of the occurrence a Redemption Event, a Stockholder shall provide written notice of the Redemption Event to the Company or the Company shall provide written notice to such Stockholder of the Company's discovery of the occurrence of a Redemption Event (the "Redemption Notice"). A Stockholder will have ten (10) business days from the date of the Company's receipt of the Redemption Notice or fifteen (15) business days from the date of the Stockholder's receipt of the Redemption Notice, as applicable (the "Cure Period"), to cure the action causing the Redemption Event. If a Stockholder fails to cure the action causing the Redemption Event during the Cure Period as determined by the Board in its sole and absolute discretion, the Company will have the right to redeem all of the Stockholder's Common Stock for the Purchase Price and upon the terms and conditions set forth in this Section 4 by providing written notice to the Stockholder within ten (10) business days from the expiration of the Cure Period, which such written notice will establish the date of closing of the redemption (the "Redemption Closing Date"); provided, however, that the Redemption Closing Date will not be less than fifteen (15) business days nor more than forty five (45) business days from the date the Company provides written notice to the Stockholder of the Company's election to redeem the Stockholder's Common Stock.

(c) On the Redemption Closing Date, the Stockholder shall surrender the stock certificate representing all Common Stock owned and held by the Stockholder and shall execute and deliver a stock power with respect to the stock certificate and such other documents and instruments as may be reasonably requested by the Company.

(d) The Purchase Price shall be payable in shares of such class or series of preferred stock of the Company as is determined by the Board in its sole and absolute discretion, in a number of shares of preferred stock equal to the quotient derived by dividing (i) the Purchase Price by (ii) 1,000. Any new class of preferred stock issued in connection with a Redemption Event under Section 4(a) shall have all of the same rights and obligations with respect to both the holders thereof and the Company as the Series B Termination Preferred Stock under the Restated Certificate existing on the date of this Agreement.

(e) For purposes of this Section 4:

i. “Academic Medical Center Affiliate” shall mean an Academic Medical Center (as such term is defined in the Restated Certificate) that is an affiliate of the Stockholder and a former member of UHC.

ii. “Adjusted Tangible Book Value” shall equal the difference between (i) the total assets of the Company as reflected on the Balance Sheet and (ii) the sum of (A) the total liabilities of the Company as reflected on the Balance Sheet, (B) the unamortized organizational expense, debt discount, goodwill and similar intangible assets of the Company reflected on the Balance Sheet, (C) the reserves of the Company for contingent liabilities deemed appropriate by the Board reflected on the Balance Sheet, (D) the capital, surplus and similar capital accounts of the Company representing Preferred Stock reflected on the Balance Sheet and (E) any Written Notices of Allocation.

iii. “Balance Sheet” shall mean the audited balance sheet of the Company as of the end of the fiscal year of the Company immediately prior to the exercise by the Corporation from time to time of any option pursuant to this Section 4. For purposes of preparing any balance sheet of the Company, the accounting principles or practices of the Company may be changed from those reflected in any prior balance sheet of the Company (or any of its predecessors) whenever the Board determines that such change is in the best interests of the Company.

iv. “Material Adverse Effect” shall mean any event, occurrence, fact, condition, or changes that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to the business, results of operations, condition (financial or otherwise) or assets of the Company; provided, however, that “Material Adverse Effect” shall not include any result, occurrence, fact, change, event, or effect arising out of or attributable to: (i) general business or economic conditions, including such conditions generally affecting the industries in which the Company operates, (ii) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not as authorized by a declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (iii) changes in United States generally accepted accounting principles, or (iv) changes in laws, rules, or regulations or other binding directives issued by a federal, state, or local governmental authority.

v. “Purchase Price” shall equal (a) the quotient derived by dividing (i) the Adjusted Tangible Book Value by (ii) the number of Common Shares outstanding as of the purchase date, multiplied by (b) the number of shares of Common Stock held by the Stockholder; provided, however, that during the first eighteen (18) months following the closing of the transactions contemplated under the Stock Purchase Agreement (the “Initial Period”), the Adjusted Tangible Book Value shall be 0%; during the eighteen (18) months following the Initial Period (the “Secondary Period”), the Adjusted Tangible Book Value shall be 50%, and beginning on the first of the month following the Secondary Period, the Adjusted Tangible Book Value shall be 100%.

vi. “Written Notices of Allocation” means both Qualified Written Notices of Allocation and Nonqualified Written Notices of Allocation, as such terms are from time to time defined in Section 1388 of the Internal Revenue Code of 1986, as amended (or any successor thereto).

5. Reporting. Each Stockholder agrees that, whenever such Stockholder shall (a) desire or attempt to dispose of any Common Stock or any interest in any share of any class of stock of the Company held by such Stockholder (whether by sale, transfer, assignment, gift or in any other manner) or (b) suffer any other event by which any share of any class of stock of the Company held by such Stockholder is voluntarily or involuntarily transferred by operation of law or otherwise, such Stockholder must then promptly deliver to the Chair of the Board written notice thereof (including a description of all material facts) and any additional information with respect thereto as the Company shall reasonably request.

6. Additional Parties. Each Stockholder acknowledges and agrees that any person that at any time hereafter executes and delivers to the Company a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8) or Exhibit C hereto and acquires one or more shares of Common Stock shall thereby become a party to and bound by this Agreement and a Stockholder hereunder.

7. Termination. Notwithstanding anything to the contrary, any Stockholder that ceases to hold a share of Common Stock thereupon also shall cease to be a party to and bound by this Agreement and to be a Stockholder hereunder (except that rights and obligations of such Stockholder arising pursuant to this Agreement prior to such time shall continue in full force and effect thereafter). Except as provided in this Section, each Stockholder shall continue to be a party to and bound by this Agreement and to be a Stockholder hereunder.

8. Amendments. This Agreement may be amended from time to time by the written agreement of the Stockholders that are the holders of at least a majority of the then issued and outstanding shares of Common Stock held by the Stockholders and with the approval of sixty-five percent (65%) of all of the members of the Board, and, as so amended, shall continue to be binding upon and enforceable against each Stockholder, the Company and each of their respective successors and assigns. The addition of any person as a party to this Agreement pursuant to Section 6 shall not require the approval or consent of any Stockholder and such person shall be deemed a Stockholder for all purposes thereafter. Any amendment may restate this Agreement in its entirety as amended.

9. Enforcement, Successors and Assigns. The terms Stockholder and Stockholders, as used in this Agreement, shall have the meanings, subject to Section 7, ascribed thereto in the first paragraph of this document. In no event shall the Company be deemed to be a Stockholder hereunder. This Agreement shall inure to the benefit of, and be binding upon and enforceable by and against, each Stockholder, the Company and their respective successors and assigns; provided, however, that no Stockholder may assign this Agreement or any of its right, title or interest herein to any other person. The term Company, as used in this Agreement, shall include, effective upon any Company merger with and into another corporation, the surviving corporation of such merger (or any successors or assigns of Company). No notice or other communication pursuant to this Agreement (which does not include any notice of any meeting of Stockholders of the Company) to any person shall be deemed to be delivered until actually received by such person. Any notice of any meeting of Stockholders of the Company required by the Restated Certificate, the Bylaws or any applicable statute may be delivered or given as therein provided. Except to the extent prohibited by applicable law (including but not limited to applicable case law), an applicable attorney general or similar opinion of a government official, a policy adopted by a board of regents or similar governing body, or another applicable limitation with respect to a particular Stockholder and/or its Academic Medical Center Affiliate that is a federal, state or local governmental entity, each Stockholder and/or its Academic Medical Center Affiliate hereby: (i) consents and submits to the jurisdiction of the courts of the state in which the principal office of the Company is located from time to time and the state of incorporation from time to time of the Company and of the courts of the United States for a judicial district within the territorial limits of each such state for all

purposes with respect to any action or proceeding in connection with this Agreement or any of the transactions contemplated hereby; and (ii) also consents and submits to the exclusive venue of any such action or proceeding in either the county (or such judicial district of any court of the United States as shall include the same) in which the principal office of the Company is located from time to time or the county (or such judicial district of any court of the United States as shall include the same) in which the registered agent of the Company in the state of incorporation from time to time of the Company is located from time to time. Each Stockholder further agrees that service of legal process in any action or proceeding related to this Agreement may be made upon it by mailing a copy thereof by certified mail, return receipt requested, postage prepaid, to the address of such Stockholder as it appears on the records of the Company (Attention: Chief Executive Officer and President).

10. Severability. In case this Agreement, or any one or more of the provisions hereof, shall be held to be invalid, illegal or unenforceable within any governmental jurisdiction or subdivision thereof, this Agreement or any such provision or provisions shall not as a consequence thereof be deemed to be invalid, illegal or unenforceable in any other governmental jurisdiction or subdivision thereof. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and there shall be deemed substituted such other provision as will most nearly accomplish the intent of the parties to the extent permitted by applicable law.

11. Entire Agreement. This Agreement represents the entire understanding and agreement of the parties hereto regarding the subject matter hereof and all prior understandings and agreements regarding the subject matter hereof are merged into and superseded by this Agreement.

12. Headings. The captions set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement or as in any way limiting or amplifying the terms hereof.

13. Governing Law. Except where the application of the law of another jurisdiction is required by applicable law (including but not limited to applicable case law), an applicable attorney general or similar opinion of a government official, a policy adopted by a board of regents or similar governing body, or another limitation applicable with respect to a particular Stockholder and/or its Academic Medical Center Affiliate that is a federal, state or local governmental entity, this Agreement shall be governed by and construed and enforced under the internal laws of the state of incorporation from time to time of the Company (and not its principles of conflicts of law).

14. Effective Date. This Agreement became effective on April 1, 2015.

15. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one agreement between each of the parties hereto, notwithstanding that, all of the parties are not signatories to the original or the same counterpart. Each party hereto hereby acknowledges the effectiveness of, and agrees to accept, facsimile or portable document format (PDF) copies of signatures of any other party hereto for purposes of executing this Agreement; provided, however, that, any party executing this Agreement by facsimile or portable document format (PDF) copies of signatures shall provide any other party with the number of original signature pages as such other party may specify as soon as is reasonably practicable following a request for same by the other party.

16. Transfer Taxes. Each Stockholder shall pay all respective sales, transfer and documentary taxes, if any, payable in connection with the conveyances, assignments, transfers and deliveries to be made or permitted to be made by it pursuant to the terms of this Agreement.

17. Acknowledgement of Transfer of Common Stock. As soon as reasonably practicable after the date hereof, the Parties acknowledge and agree that, notwithstanding the terms and conditions of this Agreement, UHC will have the right to assign and transfer the shares of Common Stock received by UHC pursuant to the Stock Purchase Agreement. Subject to the conditions set forth in the Stock Purchase Agreement, UHC shall assign and transfer the Common Stock to its members or affiliates of such members (in the event that a member informs UHC that the Common Stock must be owned by an affiliate) as set forth on Exhibit E attached hereto. In exchange for receiving the shares of Common Stock, those members or affiliates of such members will either execute and deliver a counterpart of this Agreement or a joinder agreement in the form of Exhibit C pursuant to which, among other things, those members or affiliates of such members receiving shares of Common Stock from UHC will agree to be bound by the terms and conditions of this Agreement. The Parties acknowledge and agree that, notwithstanding the terms and conditions of this Agreement, UHC will own and hold a certain number of shares of Common Stock received pursuant to the Stock Purchase Agreement until such time as UHC makes a final determination of its plan of distribution and dissolution, and, upon such final determination, UHC will assign and transfer those shares of Common Stock owned by UHC to its members or an affiliate of such member as set forth on Exhibit F attached hereto. Any Common Stock owned by UHC following the one (1) year anniversary of the closing of the transactions contemplated under the Stock Purchase Agreement will be subject to a Redemption Event pursuant to and in accordance with Section 4 if the member entitled to such Common Stock (or an affiliate of such member) has not signed a counterpart to this Agreement or a joinder agreement in the form of Exhibit C.

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IN WITNESS WHEREOF, the Stockholders and the Company have become parties to and bound by this Agreement effective as of the first day above written.

**VIZIENT INC.**

By: \_\_\_\_\_  
Name: Curt Nonomaque  
Title: President and Chief Executive Officer

## EXHIBIT C

[Date]

Stockholders and Board of Directors Vizient Inc.  
220 East Las Colinas Boulevard  
P. O. Box 140909  
Irving, TX 75014-0909

Gentlemen:

The undersigned is a former member or an affiliate of a former member of University HealthSystem Consortium, an Illinois nonprofit corporation (“UHC”), which has received shares of common stock, par value \$1.00 per share (the “Desired Stock”), of Vizient, Inc. (the “Company”) from UHC.

The undersigned has received and reviewed, among other documents, the Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws of the Company, each as amended as of April 1, 2015, and the Eleventh Amended and Restated Stockholders’ Agreement, dated as of April 1, 2015 (the “Stockholders’ Agreement”).

In exchange for the Desired Stock, the undersigned hereby agrees, joins, and consents to being bound to the Stockholders’ Agreement and all of its terms and provisions as a “Stockholder” and all of the rights and obligations accorded to a Stockholder under the Stockholders’ Agreement as if a signatory thereto, including any provisions of the Stockholders’ Agreement that may apply to an Academic Medical Center Affiliate. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Stockholders’ Agreement.

The undersigned hereby represents and warrants to you the following:

- a) This letter has been duly executed and delivered by the undersigned. The agreement of the undersigned contained herein and the Stockholders’ Agreement are the legal, valid and binding obligations of the undersigned enforceable against the undersigned in accordance with their respective terms. The execution, delivery and performance of this letter and the Stockholders’ Agreement have been duly authorized by the undersigned by all necessary action and the undersigned has full power and lawful authority to make and perform its obligations under this letter and the Stockholders’ Agreement.
- b) The execution, delivery and performance of this letter and the Stockholders’ Agreement do not and will not result in any breach or violation of, or constitute a default under, any provision of the undersigned’s charter, bylaws or other governing documents, if the undersigned is a corporation, or its enabling legislation or governing documents, if the undersigned is a governmental unit or agency, or any contract, agreement, understanding or arrangement or any ruling, decree, judgment or order of any governmental authority to which the undersigned is a party or by which the undersigned is bound or affected or any law, statute, regulation or ordinance.
- c) The undersigned shall become a party to the Stockholders’ Agreement and acquire the Desired Stock for its own account for the purpose of investment and not with a view to the distribution or resale thereof. The undersigned has such knowledge and experience in

financial and business matters that it is capable of evaluating the merits and risks of becoming a party to the Stockholders' Agreement and acquiring the Desired Stock. The undersigned further represents and warrants to the Company that the undersigned has executed this letter and acquired the Desired Stock for its own account for the purpose of investment and not with a view to the distribution or resale thereof, and that the undersigned has total assets in excess of \$5 million (provided, that if (i) financial statements of any other organization may be combined with those of the undersigned under generally accepted accounting principles and (ii) the undersigned possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other organization, then, for purposes of computing total assets of the undersigned, any assets of such other organization which may be included in combined financial statements of the undersigned under generally accepted accounting principles may be added to those of the undersigned).

- d) The name and address of the undersigned appearing below are the legal name and address of the undersigned.

The undersigned understands that the execution and delivery to the Company of this letter is a condition to the acquisition by the undersigned of the Desired Stock.

Very truly yours,

City and County of San Francisco, by and through the Department of Public Health, for Laguna Honda Hospital and Rehabilitation Center

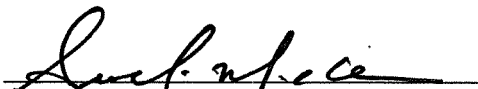
By: \_\_\_\_\_

Name: Barbara A. Garcia, MPH

Title: Director of Health

Address: Department of Public Health  
101 Grove Street, Room 308  
San Francisco, California 94102

APPROVED AS TO FORM:  
DENNIS J. HERRERA, City Attorney

By:   
ARNULFO MEDINA  
Deputy City Attorney

## **EXHIBIT D**

### **INITIAL BOARD AND TERMS**

The initial members of the Board of Directors of [Vizient] shall be as set forth below. The Directors on the initial Board of Directors of [Vizient] will serve for the following terms: four (4) Directors will serve for a term of three (3) years; five (5) Directors will serve for a term of four (4) years; five (5) Directors will serve for a term of five (5) years; and five (5) Directors will serve for a term of six (6) years; provided, however, that the Board of Directors of [Vizient], in its discretion and in circumstances it deems appropriate, may nominate a Director to serve additional one (1) year terms for three (3) consecutive years.

- Carl S. Armato, President and Chief Executive Officer, Novant Health, Inc., Charlotte, North Carolina (6 years)
- Timothy Babineau, President and Chief Executive Officer, Lifespan, Providence, Rhode Island (5 years)
- David P. Blom, President and Chief Executive Officer, OhioHealth, Columbus, Ohio (5 years)
- Jeffrey W. Bolton, Vice President, Administration and Chief Administrative Officer, Mayo Clinic, Rochester, Minnesota (5 years)
- Marna Borgstrom, President and Chief Executive Officer, Yale-New Haven Health System, New Haven, Connecticut – Chair of the Board (4 years)
- Michael Butler, President, Operations & Services, Providence Health & Services, Renton, Washington (6 years)
- Julian L. Carr, Partner and Senior Executive Advisor, Beecken Petty O’Keefe & Company, St. Louis, Missouri (3 years)
- Steven Corwin, MD, Chief Executive Officer, NewYork-Presbyterian Hospital, New York, New York (6 years)
- Patrick E. Fry, President and Chief Executive Officer, Sutter Health, Sacramento, California (3 years)
- Peter Geier, Chief Executive Officer, The Ohio State University Health System and Chief Operating Officer, The Ohio State University’s Wexner Medical Center, Columbus, Ohio (3 years)
- John B. Grotting, Consultant, Rancho Santa Fe, California (4 years)
- Dean Gruner, MD, President and CEO, ThedaCare, Neenah, Wisconsin (3 years)
- Catherine Jacobson, President and Chief Executive Officer, Froedtert Health, Milwaukee, Wisconsin (6 years)

- Bruce Lawrence, President and Chief Executive Officer, INTEGRIS Health, Inc., Oklahoma City, Oklahoma (4 years)
- Richard J. Liekweg, Executive Vice President, BJC Healthcare, St. Louis, Missouri (6 years)
- Curtis W. Nonomaque, President and Chief Executive Officer, VHA Inc., Irving, Texas (ex-officio)
- Bob Page, President and Chief Executive Officer, University of Kansas Hospital, Kansas City, Kansas (4 years)
- Ann Madden Rice, Chief Executive Officer, UC Davis Medical Center, Sacramento, California (4 years)
- Johnese Spisso, Chief Health System Officer, UW Health System and Vice President for Medical Affairs, University of Washington, Seattle, Washington (5 years)
- Dan Wolterman, President and Chief Executive Officer, Memorial Hermann Healthcare System, Houston, Texas (5 years)

**EXHIBIT E**

**COMMON STOCK TO BE ISSUED TO UHC MEMBERS**

**EXHIBIT F**

**COMMON STOCK TO BE ISSUED TO UHC MEMBERS AFTER CLOSING**