

Stockholders and Board of Directors of Vizient, Inc.
290 E. John Carpenter Freeway
Irving, Texas 75062

To Whom It May Concern:

The undersigned is a member or former member or an affiliate of a member or 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., a Delaware corporation (the “Company”) from UHC. Immediately prior to the closing of the transactions contemplated under the Stock Purchase Agreement (as defined in the Stockholders’ Agreement), the Company changed its name from VHA.

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 the closing of the transactions contemplated in the Stock Purchase Agreement, and the Eleventh Amended and Restated Stockholders’ Agreement (the “Stockholders’ Agreement”), dated as of the closing of the transactions contemplated under the Stock Purchase 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

Name of Stockholder

By: _____

Name: Barbara A. Garcia, MPH

Title: Director of Health

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

The undersigned, as a member or former member of UHC, hereby agrees and consents to the ownership of the Desired Stock by the Stockholder.

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

Name of Member

By: _____

Name: Barbara A. Garcia, MPH

Title: Director of Health

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

By:



ARNULFO MEDINA
Deputy City Attorney