

Fill in this information to identify the case:

Debtor 1 Curae Health Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 3:18-bk-05665

Official Form 410**Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Health Management Associates, LLC f/k/a Health Management Associates, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim)		
	Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	
	<u>Paul G. Jennings/Bass, Berry & Sims PLC</u> Name <u>150 3rd Ave. S., Suite 2800</u> Number Street <u>Nashville, TN 37201</u> City State ZIP Code Contact phone <u>615-742-6267</u> Contact email <u>pjennings@bassberry.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	_____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ _____ see attached. Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. co-guarantor, contribution and/or primary obligor under lease
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____ unknown and related guaranty
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/18/2019
MM / DD / YYYY

/s/ Justin Pitt

Signature Authorized signatory/agent

Print the name of the person who is completing and signing this claim:

Name Justin Pitt
First name Middle name Last name

Title Senior Vice President and Chief Litigation Counsel

Company CHS/Community Health Systems, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 4000 Meridian Blvd.
Number Street
Franklin, TN 37067
City State ZIP Code

Contact phone 615-465-7370 Email Justin_Pitt@chs.net

Coahoma County, Mississippi asserts that Claimant remains a Guarantor of both payment and performance obligations of Debtor Clarksdale Regional Medical Center, Inc. (“CRMC”) under the Lease, despite assignment of the Guaranty to Debtor Curae Health, Inc. (“Curae”). The payment obligations under the Lease include yearly rent of \$500,000 and a yearly in lieu of tax payment of approximately \$350,000. Upon information and belief, CRMC and Curae failed to make those payments that were due in December 2018. There are sixteen more years on the lease term and therefore, there is approximately \$14,450,000 in remaining payment obligations under the Lease and subject to the asserted Guaranty. Additionally, the County asserts that the Guaranty is also one of performance in addition to the payments described above. The County asserts that those performance obligations continue for the balance of the term of the Lease. If it were to be determined that Claimant is liable as guarantor of CRMC’s obligations under the Lease, such determination could have significant financial implications and Claimant reserves the right to further amend this claim with regard to those potential obligations. Accordingly, Claimant asserts this claim against CRMC, as principal obligor, and Curae, as alleged co-guarantor. Nothing herein shall be deemed to be an admission or acknowledgement of liability or obligations owed pursuant to the Guaranty and this claim shall in no way act as a waiver of any defenses that Claimant may have to the asserted Guaranty.

LEASE AGREEMENT

dated as of December 28, 1995

among

COAHOMA COUNTY, MISSISSIPPI,
acting through the
COAHOMA COUNTY BOARD OF SUPERVISORS

and

CLARKSDALE HMA, INC.

and

HEALTH MANAGEMENT ASSOCIATES, INC.

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This Lease Agreement (this "*Lease*") has been made and entered into this 28th day of December, 1995 by and among:

Coahoma County, Mississippi, acting through the Coahoma County Board of Supervisors, a political subdivision of the State of Mississippi ("*Lessor*"),

and

Clarksdale HMA, Inc., a Mississippi corporation ("*Lessee*"),

and

Health Management Associates, Inc., a Delaware corporation ("*Guarantor*").

WITNESSETH:

WHEREAS, Lessor is the owner of Northwest Mississippi Regional Medical Center, a 175-bed licensed general acute care non-profit community hospital, 20-bed licensed skilled nursing facility and home health agency licensed for six counties, all located in Clarksdale, Mississippi (the "*Hospital*"), and is authorized pursuant to Section 41-13-1, *et seq.*, Mississippi Code of 1972, as amended, to lease the Hospital to a Mississippi corporation; and

WHEREAS, the Hospital has been operated heretofore on behalf of Lessor by the Board of Trustees of Northwest Mississippi Regional Medical Center (the "*Board of Trustees*"); and

WHEREAS, Lessor has determined that it is in the best interests of the citizens of the area served by the Hospital to lease the Hospital to Lessee and that this Lease will safeguard community health interests and enhance the public health and general welfare of such citizens; and

WHEREAS, Lessor desires to lease the Hospital to Lessee and Lessee desires to lease the Hospital from Lessor, subject to the following terms and conditions; and

WHEREAS, Lessee is the wholly-owned subsidiary of Guarantor, and Guarantor has agreed to guarantee the performance of Lessee's obligations under this Lease, as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

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In addition to the other definitions contained in this Lease, as used herein the following terms will have the following meanings:

1.1 "*Assumed Liabilities*" means: (a) the Contracts; (b) the current liabilities of the Hospital, comprised of accounts payable, accrued payroll and employee benefits expense and accrued expenses, all as set forth on Schedule 1.1(b); (c) principal and interest accruing after the Lease Commencement Date on the notes payable set forth on Schedule 1.1(c), including amounts due as a result of repricing the tax-exempt notes so set forth as taxable notes; (d) remaining payments of rent due after the Lease Commencement Date of the capitalized leases set forth on Schedule 1.1(d); (e) the Hill-Burton obligations described in Section 30.3; and (f) the cost report liability described in Article 31; provided, however, that Assumed Liabilities do not include any other capital debt or long-term liabilities of Lessor or the Hospital.

1.2 "*Closing Balance Sheet*" means the trial balance of the Hospital as of September 30, 1995, together with an explanatory letter of Watkins, Ward and Stafford, independent auditors for the Hospital, annexed hereto as Schedule 1.2.

1.3 "*Closing Date*" means December 29, 1995.

1.4 "*Contracts*" means all commitments, contracts, agreements and leases (whether written or oral) of the Hospital or of the County in respect of the Hospital, including all contracts with Hospital employees and physicians on the Hospital's medical staff, outstanding at the Lease Commencement Date, all of which are set forth on Schedule 1.4, together with all other commitments, contracts, agreements and leases added to Schedule 1.4 subsequent to the Lease Commencement Date by mutual agreement of Lessor and Lessee.

1.5 "*Excluded Assets*" means the following assets of Lessor or of the Hospital, none of which are subject to this Lease: (a) assets whose use is limited, as described on Schedule 1.5; (b) all commitments, contracts, agreements and leases in respect of the Hospital not comprising the Contracts; (c) proprietary information that is not specific to the Hospital; (d) all credits relating to purchasing cooperatives and other similar credits and assets; (e) all premium rebates for insurance maintained by the Board of Trustees or Lessor in connection with operations of the Hospital; (f) all employee benefit agreements, arrangements, plans and programs; (g) cash designated as E-911 funds and E-911 equipment; and (h) all other assets set forth on Schedule 1.5.

1.6 "*Improvements*" means all buildings, structures, fixtures, landscaping, utility lines, roads, driveways, fences, parking areas, contiguous and adjacent and entry rights, and all other improvements to the Premises owned by Lessor and located in and upon the Premises.

1.7 "*Lease Commencement Date*" means January 1, 1996.

1.8 "*Lease Term*" means a period consisting of 30 Lease Years, commencing on the Lease Commencement Date and expiring on December 31, 2025.

1.9 "*Lease Year*" means a twelve-month period commencing on the Lease Commencement Date and on each of the next succeeding 29 anniversaries thereof.

1.10 "*Leased Assets*" means: (a) the Premises; (b) all furniture, furnishings, equipment and vehicles contained on the Premises or used in connection therewith or with the operation of the Hospital, all as reflected on the Closing Balance Sheet; (c) all licenses, permits, certificates and authorizations required to operate the Hospital, and all other rights, privileges and franchises relating to the operations or development of, and all patents and patent applications, trade names, trademarks and service marks (or variations thereof) associated with, the Hospital; (d) all businesses owned or leased by the Hospital or by Lessor with respect to the Hospital, including home health services and offices, but excluding Lessor's interests in the Coahoma County Health Department and Region One Mental Health Center and related facilities; and (e) all rights, privileges and interests appurtenant to the foregoing; provided, however, that the Leased Assets do not include the Purchased Assets or the Excluded Assets.

1.11 "*Permitted Encumbrances*" means: (a) standard printed title exceptions; (b) such encumbrances which, individually or in the aggregate, do not materially detract from the value or impair the use or marketability of any of the Leased Assets or the Purchased Assets; (c) the liens and encumbrances set forth on Schedule 1.11; and (d) such other liens or encumbrances as Lessee may expressly permit in writing subsequent to the Lease Commencement Date; provided, however, that liens or encumbrances arising out of any capital debt or other long-term liabilities of Lessor or the Hospital (other than liens and encumbrances arising out of Assumed Liabilities and set forth on Schedule 1.11) are not Permitted Encumbrances.

1.12 "*Premises*" means the real property more particularly described on Schedule 1.12, together with all Improvements thereon and interests therein, and all rights, privileges and easements appurtenant thereto.

1.13 "*Purchased Assets*" means: (a) the Contracts; (b) all operating cash, non-operating cash, cash equivalents, accounts and funds, accounts receivable, including those related to Medicare, Medicaid and all other health care or third-party payors (less any estimated allowance for uncollectible accounts), inventories, prepaid expenses usable by Lessee, Medicare and Medicaid reimbursement and other current and other assets of the Hospital or of Lessor used in connection with the Hospital, the Leased Assets or the Purchased Assets, all as shown on the Closing Balance Sheet; and (c) all rights, privileges and interests appurtenant thereto, including good will (if any) in connection with the ongoing operations of the Hospital; provided, however, that the Purchased Assets do not include the Leased Assets or the Excluded Assets.

ARTICLE 2. LEASE OF LEASED ASSETS

As of the Lease Commencement Date, Lessor hereby demises, rents and lets to Lessee and Lessee hereby leases, rents and hires from Lessor all of Lessor's right, title and interest in and to the Leased Assets, as is, where is, with all faults, except for the representations and warranties contained in this Lease or in the Schedules. Therefore, except for the representations and warranties contained in this Lease or in the Schedules, Lessor makes no representations or warranties of any nature whatsoever with respect to the Leased Assets, including any representation or warranty with respect to the merchantability, fitness, nature, condition or value of the Hospital or the Leased Assets, and Lessor makes no warranty or representation with respect to the future operations or prospects of the Leased Assets. Without limiting the effectiveness of the representations and warranties contained in this Lease or in the Schedules, Lessee has had the opportunity to inspect the Leased Assets, has inspected the Leased Assets and has determined that the Leased Assets are suitable for Lessee's intended use thereof. On the Lease Commencement Date Lessor will deliver possession of the Leased Assets to Lessee.

ARTICLE 3. USE AND CONTROL OF PREMISES

3.1 Hospital Services and Related Activities. Lessee will use the Premises only for the operation of the business of an acute care hospital and other licensed health related activities ("*Permitted Premises Use*"). During the Lease Term, Lessee will operate an acute care hospital and related activities on the Premises and in connection therewith will have the exclusive right to use and control the entire Hospital operations, including administration, services, finances, medical and non-medical staffing, equipment, inventory, furnishings, supplies, renovation and addition to or expansion of the Premises, except as otherwise provided herein. Lessee will comply with all laws and governmental regulations applicable to the operation and maintenance of the Premises. The Premises will not be used for illegal or unlawful purposes or for any purpose that is not a Permitted Premises Use. Lessee will provide at its own cost and expense current and modern equipment as generally used in accredited, comparable community hospitals, and will provide all equipment, machinery, furnishings, supplies and other personal property required or necessary for the proper operation, repair and maintenance of the Hospital and the Leased Assets, consistent with standards of hospital organization and administration generally acceptable for fully accredited hospitals comparable to the Hospital.

3.2 Charity Care. During the Lease Term, Lessee will comply with all state and federal requirements to provide emergency services without regard to an individual's ability to pay, and accept any patient admitted by an active member of the Hospital's medical staff without regard to the ability of such patient to pay for the services provided. Throughout the Lease Term, Lessee agrees not to refuse treatment to any person by reason of such person's race, creed, color or religious or sexual preference and to provide uncompensated care to indigent citizens in Coahoma County, Mississippi in a manner consistent with the current charity care policy of the Board of Trustees. Lessee will be solely responsible for providing indigent care at the Hospital, and Lessor and the Board of Trustees will have no liability or obligation in respect thereof. Lessee will

provide such care without compensation and will not seek payment from Lessor, which will have no financial responsibility for such care.

3.3 Employees.

(a) On the Lease Commencement Date, Lessee will hire and employ each person who was an employee of the Hospital on the day immediately preceding the Lease Commencement Date (collectively, the "Employees") and offer to each Employee (i) compensation at a level no less favorable than that currently paid such Employee by the Board of Trustees, and (ii) Lessee's standard employee benefit package, as set forth in the employee handbook annexed hereto as Schedule 3.3. All Employees will be covered by Lessee's standard personnel policies and procedures. Lessee retains the right to change or terminate any such benefits and any such policies and procedures at any time and from time to time as Lessee deems appropriate in its sole discretion.

(b) Lessee will give each Employee full credit for all service with the Hospital, as if such service had been with Guarantor and its affiliates, for purposes of eligibility to participate in, vesting and payment of benefits under (but not for purposes of determining the amount of any benefit under) Guarantor's 401(k) plan and any other employee benefit plan maintained by Lessee, as permitted by law and the terms of each such plan.

(c) All accrued paid annual leave of Employees not cashed out by the Board of Trustees and existing on the Lease Commencement Date will be carried forward and honored by Lessee, which will give each Employee full credit in equivalent hours or days for the time in such Employee's account on the Lease Commencement Date. Lessee may, at its option, cash out each Employee's accrued paid annual leave in excess of 80 hours after the Lease Commencement Date.

(d) Lessee's standard employee benefit package will on the Lease Commencement Date offer Employees a group health plan that provides coverage for any preexisting condition (within the meaning of the Internal Revenue Code) of an Employee (or eligible dependent) under terms no less nor no more favorable to the Employee than that provided him immediately prior to the Lease Commencement Date.

(e) Lessee will give credit (or cause its insurance carriers to give credit) to each Employee, on a dollar-for-dollar basis, toward the deductible and co-payment requirements of Lessee's group health plans for any such amounts paid by any Employee (or eligible dependent) for the plan year under the Hospital's applicable group health plan during which the Lease Commencement Date occurs; provided, however, that such Employee will provide Lessee reasonable evidence of the amount credited toward his deductible and co-payment requirements.

(f) During the first Lease Year, Lessee will not effect any reductions in force at the Hospital other than reductions as a result of attrition, completion of the Hospital's current construction and renovation project, flexible staffing for seasonal adjustments, or downsizing in connection with decreases in patient census.

(g) Nothing contained in this Section 3.3 will limit Lessee's management prerogatives with respect to Employees, or create a right of continued employment for any specific Employee or create any right of action by any Employee, any group of Employees or any other third party, either jointly or severally.

3.4 **Advisory Board.** Lessee will establish a Board of Advisors for the Hospital to provide counsel to Lessee concerning the delivery of health care and hospital services to residents of the Hospital's service area. The Board of Advisors will consist of at least 11 members, all of whom will be residents of the service area of the Hospital, with a majority of the members being residents of Coahoma County, Mississippi. The Board of Advisors' membership will consist of physicians and representatives from industry, government, community and religious organizations.

3.5 **Continued Operation.** With regard to the continued operation of the Hospital, the parties agree that there are certain basic services that are normally offered by hospitals of like size and community setting as the Hospital. Lessee will continue the provision of the inpatient and outpatient services currently provided at the Hospital, including general medical, surgical, obstetrical, gynecologic, pediatric and emergency. Lessee further agrees as follows:

(a) Lessee will at all times use its best efforts to maintain and operate the Hospital and the Leased Assets to meet the standards and requirements and provide health care of such quality and in such manner as will enable the Hospital to participate in, and provide services in connection with, recognized medical insurance programs, and so long as the Hospital remains a participating facility under such recognized programs, Lessee will use its best efforts to comply with the standards and requirements for remaining a participating medical facility thereunder, unless Lessee determines, by resolution adopted by its Board of Directors, that it is not in the best interest of the citizens of the service area of the Hospital to comply therewith and that the financial condition of Lessee will not be adversely and materially affected by noncompliance.

(b) Lessee will comply with applicable federal and state laws prohibiting discrimination based on race, religion, creed, color, sex or national origin.

(c) Lessee will not take any action to discontinue a designated health care service provided by the Hospital, including any discontinuation for the purpose of relocation.

(d) Lessee will use its best efforts, consistent with trends in the hospital industry, to develop the Hospital as a primary resource of the Hospital's service area, and to recruit physicians, for the following services: urology, otolaryngology, cardiology, pulmonology, oncology and radiology.

3.6 **Operational Compliance by Lessee.** Lessor will be entitled, without limitation as to its remedies, to the remedy of specific performance for Lessee's breach of or failure to comply with any provision of this Article 3, except that any such breach or failure will not constitute a Major Event of Default.

ARTICLE 4. LEASE TERM

The Lease Term will commence on the Lease Commencement Date and will continue for 30 consecutive Lease Years, expiring on December 31, 2025.

ARTICLE 5. RENT

Lessee will pay Lessor, and Lessor will accept, as the total rent for the Leased Assets, the amounts provided by this Article 5.

5.1 Initial Rent and Purchase Price. On the Closing Date, Lessee will pay to Lessor, by wire transfer of federal funds to a bank account of Lessor's designation, as initial rent for the Leased Assets, which shall be deemed earned upon receipt, and as the purchase price of the Purchased Assets, the amount of Thirty Million Dollars (\$30,000,000). Subject to applicable Mississippi law or pursuant to local and private legislation which may be obtained by Lessor, Lessor will create a special fund of the Thirty Million Dollars received from Lessee under this Section 5.1. Monies from such special fund may be used by Lessor to purchase Lessee's Equipment pursuant to Section 13.2 in the event of termination of the Lease, to exercise Lessor's right of first refusal pursuant to Section 29.2, to pay any liabilities of Lessor with respect to the Hospital which are not Assumed Liabilities, to resume operations of the Hospital in the event of termination of this Lease, to expend funds for health services and health related activities, and to expend funds for any other lawful purpose for which general revenue funds of Lessor may be used.

5.2 Annual Rent. Lessee will also pay to Lessor, in advance on the first day of each Lease Year during the Lease Term, annual rent in the amount of Five Hundred Thousand Dollars (\$500,000) per Lease Year. Lessee will pay the annual rent for the first Lease Year on the Closing Date, by wire transfer of federal funds to a bank account of Lessor's designation. Such annual rent will be deposited in such funds as Lessor deems appropriate under applicable Mississippi law.

5.3 Additional Rent. During the first ten Lease Years, Lessee will expend at least Fifteen Million Dollars (\$15,000,000) for additional capital equipment and improvements to the Premises, making such capital expenditures as may be necessary to renovate the Hospital, upgrade equipment and take steps intended to reduce out-migration of potential patients to other hospitals. It is reasonably expected that the initial such renovations and equipment upgrades will occur within the first three Lease Years. Notwithstanding the foregoing, if the cost to Lessee of completing the project described in Section 5.4 exceeds Two Million Two Hundred Thousand Dollars (\$2,200,000), then the amount required by this Section 5.3 to be expended by Lessee will be reduced dollar-for-dollar by the amount of such excess, up to a maximum reduction of Two Million Eight Hundred Thousand Dollars (\$2,800,000).

5.4 Current Construction and Renovation Project. From and after the Lease Commencement Date, Lessee will supervise and complete at its own expense the Hospital's current construction and renovation project pursuant to the current approved

plans and specifications therefor, with such reasonable changes as Lessee deems necessary for the proper and efficient operation of the Hospital.

5.5 **Elimination of Capital Debt.** On the Closing Date, Lessee will pay to Lessor an amount equal to the principal balance of Lessor's general obligation bonds with respect to the Hospital in the amount of approximately One Million Four Hundred Ninety Thousand Dollars (\$1,490,000) (the "Bonds"), together with the additional amount of One Hundred Fifty Thousand Dollars (\$150,000) to defease the Bonds. Lessor will thereupon deposit such amounts in escrow pursuant to an escrow agreement acceptable to Lessee. As soon as practicable after the Closing Date, Lessor will defease the Bonds. Lessee will be responsible for the reasonable attorneys' fees incurred by Lessor in connection with defeasance of the Bonds.

5.6 **Other Obligations.** Any other obligation of Lessee which under the terms of this Lease requires the payment of money to Lessor will be construed as an additional rental obligation.

5.7 **Absolute Obligation to Pay Rental Payments.** The obligation of Lessee to make rental payments in accordance with this Article 5 will be a general obligation of Lessee, will be absolute and unconditional and will not be abated, rebated, set off, reduced, abrogated, waived, diminished or otherwise modified in any manner or to any extent whatsoever, regardless of any rights of set off, recoupment or counterclaim that Lessee might otherwise have against Lessor. Failure to receive any prior notice of the due date of any rental payment will not relieve Lessee of its obligation to pay such installment thereof, without notice or demand therefor, in such coin or currency of the United States of America as, at the time of payment, will be legal tender for the payment of public and private debts.

ARTICLE 6. PURCHASE AND SALE OF PURCHASED ASSETS

6.1 **Purchase and Sale of Purchased Assets.** On the Closing Date but effective as of the Lease Commencement Date, Lessor will sell, assign and transfer to Lessee all of its and the Hospital's right, title and interest in and to all of the Purchased Assets, and will deliver to Lessee duly executed documents of transfer and assignment (including contract assignments), in form satisfactory to Lessee, conveying to Lessee good and marketable title to all of the Purchased Assets, subject only to Permitted Encumbrances and the Assumed Liabilities.

6.2 **Assignment of Contracts.** Lessor will use its best efforts to obtain any consents necessary to cause the Contracts to be assigned to Lessee, and will execute all such documents and take such other steps as may be required to assure that on the Lease Commencement Date Lessee will have all of Lessor's rights and remedies under the Contracts.

ARTICLE 7. ASSUMPTION OF ASSUMED LIABILITIES

7.1 Limited Assumption of Liabilities. It is expressly understood and agreed that Lessee will not assume nor will it be liable for any liability, obligation, claim against or contract of Lessor or the Hospital of any kind or nature, at any time existing or asserted, whether or not accrued, whether fixed, contingent or otherwise, whether known or unknown, and whether or not recorded on the books and records of Lessor or the Hospital, arising out of or by reason of this or any other transaction or event occurring prior or subsequent to the Lease Commencement Date, unless such liability, obligation, claim or contract is expressly assumed by Lessee pursuant to Section 7.2.

7.2 Assumption of Certain Liabilities. On the Closing Date, but effective as of the Lease Commencement Date, Lessee will assume the payment and performance of the Assumed Liabilities coming due after the Lease Commencement Date, and agrees to satisfy and hold Lessor harmless against the same.

ARTICLE 8. INDEMNIFICATION

8.1 Indemnification by Lessee. To the extent provided in this Article 8, and except for matters as to which Lessor is obligated to indemnify Lessee as provided in Section 8.2, from and after the Lease Commencement Date Lessee will indemnify and hold harmless Lessor, the respective members of the Coahoma County Board of Supervisors and the Board of Trustees (as now or hereafter constituted, including past members), and all of their respective officers, employees and agents against:

(a) any losses, liabilities, claims, obligations, damages and deficiencies and all costs and expenses incident thereto (including reasonable attorneys' fees and all other reasonable expenses incurred in investigating and preparing or defending any litigation or proceeding, commenced or threatened) (collectively, "Losses") suffered by Lessor arising out of the failure of Lessee to satisfy fully and in a timely fashion all of the Assumed Liabilities;

(b) any Losses suffered by Lessor arising out of (i) any act of commission or omission of Lessee or its employees, officers, agents or independent contractors after the Lease Commencement Date, or (ii) the use, operation or maintenance of the Leased Assets, the Purchased Assets or the Hospital after the Lease Commencement Date (unless such Losses relate solely to Lessor's ownership and operation of the Leased Assets, the Purchased Assets or the Hospital prior to the Lease Commencement Date), of any kind or nature whatsoever, including any Medicare, Medicaid or any other third party payor claim relating to any period after the Lease Commencement Date, but excluding any Losses relating to any employee benefit plan, agreement or arrangement entered into by Lessor or the Board of Trustees;

(c) any Losses suffered by Lessor arising out of or resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of Lessee contained in this Lease; and

(d) any Losses suffered by Lessor in respect of any gain on the disposal of Excluded Assets to be paid to Medicare or Medicaid, or for any foregone Medicare and Medicaid reimbursement related to any loss on the disposal of Excluded Assets to be reimbursed by Medicare or Medicaid;

provided, however, that Lessee's breach or alleged breach of any Assumed Liability will not constitute a breach of this Lease so long as Lessee complies with its indemnity obligation under this Article 8.

8.2 Indemnification by Lessor. To the extent provided in this Article 8, and except for matters as to which Lessee is obligated to indemnify Lessor as provided in Section 8.1, from and after the Lease Commencement Date Lessor will indemnify and hold harmless Lessee, to the extent permitted by Mississippi law, against:

(a) any Losses suffered by Lessee arising out of (i) any liability, obligation, claim against or contract of Lessor or the Hospital incurred prior to the Lease Commencement Date, (ii) any act of commission or omission of Lessor or its employees, officers, agents or independent contractors prior to the Lease Commencement Date, or (iii) the use, operation or maintenance of the Leased Assets, the Purchased Assets or the Hospital prior to the Lease Commencement Date, of any kind or nature whatsoever, which is not an Assumed Liability; and

(b) any Losses suffered by Lessee arising out of or resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of Lessor contained in this Lease.

The parties acknowledge and agree that the indemnification provided by this Section 8.2 is not intended, nor will it be construed, as a waiver of the immunity of Lessor, the Hospital or the Board of Trustees from suit for negligent, tortious or unauthorized acts of the Board of Trustees, the members thereof, or the agents, servants, volunteers or employees thereof or of the Hospital, and such immunity as presently exists is hereby specifically retained and recognized pursuant to Section 41-13-11(2), Mississippi Code Annotated of 1972, as amended, or otherwise. Further, indemnification by Lessor will be limited (i) in the case of Losses in the nature of matters of general or professional liability, solely to Losses suffered by Lessee during the period of the applicable statute of limitations, and (ii) in the case of all other Losses, solely to Losses suffered by Lessee during the period from the Lease Commencement Date to six months following the date of completion of Guarantor's audit for the fiscal year ending September 30, 1996.

8.3 Indemnification Procedure.

(a) As used in this Article 8, the term "Losses" includes only losses actually paid or incurred, and does not include: (i) any Losses to the extent of amounts recoverable from any surety, insurance carrier or third party obligor, or the cost of maintaining any surety or insurance policies, and no right of subrogation against the indemnifying party will accrue hereunder to or for the benefit of any surety, insurance company or any third party; (ii) any incidental or consequential damages that the

indemnified party may suffer; or (iii) any cost or expense previously counted in determining Losses. The indemnified party agrees to submit in a timely manner to any applicable surety, insurance carrier or third party obligor all claims for indemnifiable Losses for which such entity may have liability.

(b) As a condition precedent to a claim under this Article 8, an indemnified party will promptly give to an indemnifying party notice of any matter which the indemnified party has determined has given or could give rise to a right of indemnification under this Lease, which notice will specify in detail the nature of the claim and the basis for indemnification. If a claim by a third party is made against an indemnified party, and if such indemnified party intends to seek indemnity hereunder with respect thereto, the indemnified party will promptly (and in any case within 30 days of such claim being formally made) give the indemnifying party notice of such claim. The indemnifying party will have 30 days after receipt of such notice to assume and control the defense of such claim at its expense and through counsel of its choice reasonably satisfactory to the indemnified party. If the indemnifying party elects not to defend against such claim, then it will promptly so notify the indemnified party and, in such event, the indemnified party will then be entitled, at its option, to assume and control the defense of such claim at its expense and through counsel of its choice. If the indemnifying party exercises its right to undertake the defense against any such claim as herein provided, the indemnified party will cooperate with the indemnifying party in such defense and make available to the indemnifying party all pertinent records, materials and information in its possession or under its control relating thereto as is reasonably requested by the indemnifying party. No claim that is being assumed and defended in good faith by the indemnifying party will be settled by the indemnified party without the consent of the indemnifying party.

(c) The indemnifying party will be subrogated to any and all defenses, claims and setoffs which the indemnified party asserted or could have asserted against the third party making a claim. The indemnified party will execute and deliver to the indemnifying party such documents as may be reasonably necessary to establish by way of subrogation the ability and right of the indemnifying party to assert such defenses, claims and setoffs.

ARTICLE 9. REPRESENTATIONS AND WARRANTIES OF LESSOR

As of the date hereof, and as of the Lease Commencement Date, Lessor represents and warrants to Lessee the following:

9.1 Capacity, Etc. of Lessor. Lessor is a political subdivision of the State of Mississippi and is validly existing under the laws of the State of Mississippi. Lessor has the requisite power and authority to enter into this Lease, perform its obligations hereunder and conduct its business as now being conducted.

9.2 Assets; Title.

(a) The Leased Assets and the Purchased Assets together constitute all assets, properties and leasehold estates, real, personal and mixed, tangible and intangible, of every kind and nature, comprising, employed in the operation of or associated with the Hospital, except for the Excluded Assets.

(b) Lessor has good and marketable fee or leasehold title to all of the assets comprising the Leased Assets and the Purchased Assets, subject only to Permitted Encumbrances. On the Closing Date, but effective as of the Lease Commencement Date, Lessor will effectively: (i) transfer to Lessee good and marketable leasehold title to the Leased Assets, subject only to Permitted Encumbrances, and grant to Lessee a valid and fully enforceable leasehold estate in the real property comprising the Leased Assets, subject only to Permitted Encumbrances; and (ii) transfer to Lessee good and marketable title to the Purchased Assets, subject only to Permitted Encumbrances. Without limiting the generality of the foregoing, on or before the Lease Commencement Date Lessor will cause to be removed all security interests in or other liens or encumbrances (other than Permitted Encumbrances) on any of the Leased Assets or any of the Purchased Assets. After the Lease Commencement Date, if any lien, including any deed of trust lien, mechanic's or materialmen's lien or judgment lien, is asserted against any of the real property comprising the Leased Assets by, through or under Lessor which is not a Permitted Encumbrance, Lessor will obtain the release of such lien or obtain title insurance covering such lien.

(c) The zoning classification of the Premises permits the Permitted Premises Use. There are no violations of zoning laws or municipal ordinances regarding zoning matters affecting the Premises. There is no existing, pending or, to the best of Lessor's knowledge, contemplated, threatened or anticipated change in the zoning classification of the Premises or any part thereof.

9.3 Consents; Absence of Conflicts With Other Agreements, Etc. Lessor's execution, delivery and performance of this Lease, and the consummation by Lessor of the transactions contemplated herein: (a) are within Lessor's powers, are not in contravention of law, and have been duly authorized by all appropriate action; (b) except as otherwise expressly provided herein, do not require any approval or consent of, or declaration or filing with, any governmental agency or authority bearing on the validity of this Lease which is required by law or the regulations of any such agency or authority; (c) will neither conflict with nor result in any material breach or contravention of, nor permit the acceleration of the maturity of a material portion of, any liabilities, nor the creation of any lien, charge or encumbrance affecting any of the Leased Assets or the Purchased Assets; (d) will not violate, conflict with or constitute on the part of Lessor a breach of or a default under any existing statute, law, rule or regulation of any governmental authority, or any agreement, indenture, mortgage or lease to which Lessor, the Hospital or any of the Leased Assets or the Purchased Assets may be subject; and (e) will not violate any judgment of any court or governmental authority to which Lessor, the Hospital or any of the Leased Assets or the Purchased Assets may be subject.

9.4 **Binding Effect.** This Lease is and will constitute the valid and legally binding obligation of Lessor, and is and will be enforceable against it in accordance with the terms hereof, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity and limitations applicable to Lessor as a body politic.

9.5 **Financial Statements.** Lessor has heretofore delivered to Lessee copies of the following financial statements of Hospital (the "*Financial Statements*"): (a) audited balance sheets as of September 30, 1992, 1993 and 1994, and the related audited statements of revenues and expenses, fund balances and cash flows for the years then ended (the "*Audited Financial Statements*"); and (b) unaudited balance sheet as of June 30, 1995, and the related unaudited statements of revenues and expenses, fund balances and cash flows for the six-months then ended. The Audited Financial Statements and the Closing Balance Sheet have been prepared in accordance with generally accepted accounting principles, applied on a consistent basis throughout the periods indicated, and conform to generally accepted accounting principles and practices consistently applied, except as set forth in Schedule 9.5. Except as described in Schedule 9.5, the Closing Balance Sheet and the balance sheets comprising the Financial Statements present fairly in all material respects the financial condition of the Hospital at the dates indicated thereon, and the statements of revenue and expenses comprising the Financial Statements present fairly in all material respects the results of operations of the Hospital for the periods indicated thereon.

9.6 **No Additional Material Liabilities.** Lessor has heretofore delivered to Lessee, and there is annexed hereto as Schedule 9.6, an accurate list to the best of Lessor's knowledge of all material liabilities of the Hospital or of Lessor with respect to the Hospital as of the date hereof, not included in the Financial Statements or the Closing Balance Sheet, which are of the kind and character required in financial statements prepared in accordance with generally accepted accounting principles and which were incurred other than in the ordinary course of business, whether accrued, absolute, contingent or otherwise. Except as disclosed in Schedules 9.5 or 9.6, to the best of Lessor's knowledge Lessor has no material liabilities of any nature, whether accrued, absolute, contingent or otherwise.

9.7 **Licenses.** The Hospital is duly licensed by the State of Mississippi as a general acute care hospital having 175 licensed acute care beds, as a skilled nursing facility having 20 licensed long-term care beds and as a home health agency. The ancillary departments and other operations thereof (included in the Hospital) which are required to be specifically licensed are duly licensed by the appropriate state agencies. To the extent permitted by law, Lessor has and will effectively lease to Lessee all such licenses and permits necessary to operate the Hospital and all other rights, privileges, franchises, certificates of need and certificate of need applications relating to the operations or development of the Hospital or the Leased Assets, all of which are in good standing and not subject to meritorious challenge.

9.8 Medicare Participation; Accreditation. Except as set forth on Schedule 9.8, the Hospital is qualified for participation in the Medicare and Medicaid programs, has a current and valid provider agreement with the Medicare and Medicaid programs, is currently accredited by the Joint Commission on Accreditation of Health Care Organizations ("JCAHCO") and, to the best of Lessor's knowledge, information and belief, is in compliance in all material respects with the conditions of participation in such programs and has received all health planning approvals necessary for capital reimbursement on the Leased Assets.

9.9 Regulatory Compliance. To the best of Lessor's knowledge after due inquiry, except as set forth on Schedule 9.9, the Hospital is in compliance in all material respects with all applicable statutes, rules, regulations and requirements of all federal, state and local commissions, boards, bureaus and agencies having jurisdiction over the Hospital and its operations, and the Hospital has timely filed all reports, data and other information required to be filed with such commissions, boards, bureaus and agencies where a failure to file timely would have a material adverse effect on the Hospital.

9.10 Contracts. Lessor has made available to Lessee true and complete copies of each of the Contracts. To the best of Lessor's knowledge, each of the Contracts constitutes the valid and legally binding obligation of Lessor and is enforceable against Lessor in accordance with its terms. To the best of Lessor's knowledge, each of the Contracts constitutes the valid and legally binding obligation of the other party to such contract and is enforceable against such party in accordance with its terms. To the best of Lessor's knowledge after due inquiry, each of the Contracts constitutes the entire agreement between the respective parties thereto relating to the subject matter thereof. To the best of Lessor's knowledge after due inquiry, all material obligations required to be performed under the terms of the Contracts have been performed, no act or omission has occurred or failed to occur which, with the giving of notice, the lapse of time or both would constitute a default under any of the Contracts, and each of the Contracts is in full force and effect without default on the part of the parties thereto.

9.11 Equipment. Annexed hereto as Schedule 13.1 is an accurate list, as of December 19, 1995, of the equipment included in Leased Assets.

9.12 Insurance. Annexed hereto as Schedule 9.12 is a list of the insurance policies covering the ownership and operations of the Hospital, the Leased Assets and the Purchased Assets, reflecting the policies' terms, identity of insurers, amounts and coverage. All of such policies are now and will be until the Lease Commencement Date in full force and effect. From and after the Lease Commencement Date, Lessor may, at its option and sole expense, purchase "tail coverage" for acts, errors and omissions of professional liability incurred at the Hospital prior to the Lease Commencement Date.

9.13 Employee Benefit Plans. The Hospital currently makes available to its employees participation in the Mississippi Public Employees Retirement System ("PERS"), and such employees' rights to retirement benefits under PERS are governed by Mississippi law. To the best of Lessor's knowledge after due inquiry, except for PERS, Lessor neither has nor ever has had any pension, profit sharing, compensation, deferred

compensation or other employee pension, health or welfare benefit plan or arrangement relating to any one or more employees at, or the operations of, the Hospital. Except for Lessee's assumption of the Assumed Liability identified on Schedule 1.1(b) as "employee benefits expense," any reporting, disclosure, funding or other obligation, whether arising by law or contract, with respect to any such plan or arrangement will be the sole responsibility of Lessor, and Lessee will not have any obligation with respect thereto, either before or after the Lease Commencement Date.

9.14 Employee Relations. Except as set forth in Schedules 9.14 or 9.15, to the best of Lessor's knowledge after due inquiry: (a) there is no pending or threatened employee strike, work stoppage or labor dispute; (b) no union representation effort is underway respecting any employees at the Hospital, no collective bargaining agreement exists or is currently being negotiated by Lessor or the Hospital, no demand has been made for recognition by a labor organization by or with respect to any employees at the Hospital no union organizing activities by or with respect to any employees at the Hospital is taking place, and none of the employees at the Hospital is represented by any labor union or organization; (c) there is no unfair practice claim against Lessor or the Hospital before the National Labor Relations Board, nor any strike, dispute, slow-down or stoppage pending or threatened against or involving the Hospital; and (d) there are no pending or threatened unfair labor practices claims, equal employment opportunity claims, wage and hour claims, unemployment compensation claims, workers' compensation claims or the like with respect to the Hospital.

9.15 Litigation or Proceedings. Except as set forth in Schedule 9.15, there are no material claims, actions, suits, proceedings or investigations pending or, to the best of Lessor's knowledge, threatened against or affecting the Hospital, Lessor with respect to the Hospital, the Leased Assets or the Purchased Assets, at law or in equity, before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherever located.

9.16 Special Funds. None of the Leased Assets or the Purchased Assets are subject to any liability in respect of amounts received by Lessor or others for the purchase or improvement of the Leased Assets, the Purchased Assets or any part thereof under restricted or conditioned grants or donations, including monies received under the Public Health Service Act, 42 U.S.C. §291 *et seq.*, other than as identified as an Assumed Liability.

9.17 Medical Staff Matters. Lessor has heretofore provided to Lessee true, correct and complete copies of the bylaws and rules and regulations of the medical staff of the Hospital (if any). Except as set forth in Schedule 9.17, there are no pending or, to the best of Lessor's knowledge, threatened disputes with applicants, staff members or health professional affiliates, and all appeal periods in respect of any medical staff member or applicant against whom an adverse action has been taken have expired.

9.18 Subsequent Results. Since June 30, 1995, and except as disclosed in Schedule 9.18 or attributable to normal seasonal fluctuation, there has not been: (a) any material adverse change in the operations, financial condition, assets, liabilities (contin-

gent or otherwise), income or business of or related to the Hospital; (b) any material damage, destruction or loss (whether or not covered by insurance) adversely affecting the Hospital, the Leased Assets or the Purchased Assets; (c) any material labor dispute, law or regulation or any event or condition of any character adversely affecting the operations of the Hospital; (d) any sale, assignment, transfer or disposition of any item of plant, property or equipment of the Hospital (other than supplies) having a net book value in excess of \$10,000, except in the ordinary course of business; or (e) any transaction by Lessor with respect to the Hospital or any of the Leased Assets or the Purchased Assets outside the ordinary course of business.

9.19 Environmental Matters. Lessor and Lessee are jointly conducting a Phase I environmental assessment of the Leased Assets (the "*Environmental Assessment*"). The Environmental Assessment will be provided to Lessee and its counsel immediately upon receipt by Lessor. Except as disclosed in Schedule 9.19 or the Environmental Assessment, to the best of Lessor's knowledge neither Lessor nor the Hospital is in material violation of any federal, state or local statute, regulation, directive or order pertaining to environmental matters (which includes air, water vapor, surface water, groundwater, soil or natural resources), including the Comprehensive Environmental Response, Compensation and Liability Act, the Medical Waste Tracking Act and the Resource Conservation and Recovery Act (collectively, "*Environmental Laws*"). Except as disclosed in Schedule 9.19 or the Environmental Assessment, to the best of Lessor's knowledge, neither Lessor nor the Hospital has disposed of "*Hazardous Substances*" (which for purposes of this Lease mean and include polychlorinated biphenyls, asbestos, petroleum products and any substances, materials, constituents or wastes (infectious or otherwise) regulated by Environmental Laws) in a manner that has materially violated any Environmental Laws. To the best of Lessor's knowledge, there has been no such disposal by any previous owner or operator of the Leased Assets. To the best of Lessor's knowledge, and except as disclosed in Schedule 9.19, neither Lessor nor the Hospital has received any request for information, notice or order alleging that it may be a potentially responsible party under any Environmental Laws for the investigation or remediation of a release or threatened release of Hazardous Substances. Lessor will immediately notify Lessee should Lessor or the Hospital become aware of any lien, notice, litigation or threat of litigation relating to an alleged unauthorized release of any Hazardous Substance in a reportable quantity on the Leased Assets or any other environmental contamination or liability with respect to the Leased Assets.

9.20 Taxes. To the best of Lessor's knowledge: (a) all returns required to be filed by or in respect of the Hospital with respect to all federal, state and local income, payroll, withholding, excise, sales, use, real and personal property, use and occupancy, business and occupation, mercantile, real estate, capital stock and franchise or other taxes (all the foregoing, including penalties and interest thereon and estimated taxes, being collectively called "*Taxes*") have been timely filed or extended; (b) all Taxes shown to have become due pursuant to such returns have been paid; and (c) all other Taxes for which a notice of assessment or demand for payment has been received have been paid. Neither Lessor nor, to the best of Lessor's knowledge, the Hospital has received any notice of any proposed assessments of Taxes against or in respect of the Hospital, or of any proposed adjustments to any tax returns filed by or in respect of the Hospital.

9.21 Disproportionate Share Hospital. The Hospital is currently classified as a Medicaid "disproportionate share hospital" under applicable Medicaid statutes and regulations. Lessee acknowledges that it may not be able to participate in the current Hospital programs for funding Medicaid disproportionate share.

9.22 No Broker. Lessor has not employed any investment banker, finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Lease or of any of the transactions contemplated hereby as to which Lessee or Guarantor may have any liability for a broker's, finder's, financial advisory or similar fee.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES OF LESSEE AND GUARANTOR

As of the date hereof and as of the Lease Commencement Date, Lessee and Guarantor jointly and severally represent and warrant to Lessor the following:

10.1 Capacity, Etc. Lessee is a business corporation duly organized and validly existing in good standing under the laws of the State of Mississippi. Guarantor is a business corporation duly organized and validly existing in good standing under the laws of the State of Delaware. Lessee and Guarantor each has the requisite corporate power and authority to enter into this Lease, perform its obligations hereunder, and conduct the business now conducted at the Hospital.

10.2 Consents; Absence of Conflicts With Other Leases, Etc. Lessee's and Guarantor's respective execution, delivery and performance of this Lease, and the consummation by Lessee and by Guarantor of the transactions contemplated herein: (a) are within their respective corporate powers, are not in contravention of law or of the terms of their respective certificates of incorporation or bylaws or any amendments thereto, and have been duly authorized by all appropriate corporate action; (b) except as otherwise expressly provided herein, do not require any approval or consent of, or any declaration or filing with, any governmental agency or authority bearing on the validity of this Lease which is required by law or the regulations of any such agency or authority; (c) will not violate, conflict with or constitute on the part of Lessee or Guarantor a breach of or a default under any existing statute, law, rule or regulation of any governmental authority or any agreement, indenture, mortgage or lease to which Lessee or Guarantor may be subject; and (d) will not violate any judgment of any court or governmental authority to which Lessee or Guarantor may be subject.

10.3 Binding Effect. This Lease is and will constitute the valid and legally binding obligation of Lessee and of Guarantor, and is and will be enforceable against Lessee and Guarantor in accordance with the terms hereof, except as validity or enforceability against Lessee or Guarantor may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

10.4 Information in Response to RFP. The information contained in the Proposal of Lessee in response to the RFP was true, correct and complete as of the date of response.

10.5 No Broker. Neither Lessee nor Guarantor has employed any investment banker, finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Lease or of any of the transactions contemplated hereby as to which Lessor may have any liability for a broker's, finder's, financial advisory or similar fee.

ARTICLE 11. CONDITIONS PRECEDENT TO LESSEE'S AND GUARANTOR'S OBLIGATIONS

This Lease is executed by Lessee and Guarantor subject to satisfaction, on or before the Closing Date, of all of the express conditions precedent set forth in this Article 11, any of which may be waived in writing by Lessee. In the event of the failure of any of such express conditions precedent and the absence of a written waiver thereof by Lessee, this Lease will, upon notice from Lessee to Lessor, terminate and be of no further force or effect.

11.1 Lessor's Authority. Lessor will deliver to Lessee an opinion of counsel satisfactory to Lessee to the effect that Lessor possesses the lawful power and authority to enter into this Lease, that by so doing it does not violate any state, local or federal, rule, regulation or statute, that it has performed any and all necessary enabling acts authorizing the execution of this Lease and consummation of the transactions contemplated hereby, and that this Lease has been duly executed by and on behalf of Lessor.

11.2 Accuracy of Representations and Warranties. The representations and warranties of Lessor herein contained will have been true when made and, in addition, will be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, and Lessee will have received a certificate of a duly authorized executive representative of Lessor to such effect (which certificate will constitute a representation by Lessor as though set forth in this Lease).

11.3 Conditions Performed Prior to Lease Commencement Date. Lessor will have performed and complied with all agreements and conditions required by this Lease to be performed or complied with by it prior to or on the Lease Commencement Date, and Lessee will have received a certificate of a duly authorized executive representative of Lessor to such effect (which certificate will constitute a representation by Lessor as though set forth in this Lease).

11.4 Regulatory Matters. Lessee will have obtained documentation or other evidence reasonably satisfactory to it that Lessee has:

- (a) received approval from all governmental agencies whose approval is required to complete the transactions contemplated hereby;

(b) received confirmation from the appropriate authorities of the State of Mississippi as to hospital licensure, certificate of need matters and section 1122 approvals (if any), and reasonable confirmation from all other applicable licensure agencies that upon consummation of the transactions contemplated hereby all licenses required by law to operate the Hospital, for Lessee's own account, as it is currently operated will be transferred to or reissued in the name of Lessee; and

(c) obtained reasonable assurances that Medicare and Medicaid certification of the Hospital for its operation by Lessee will be effective upon the Lease Commencement Date and that Lessee may participate in and receive reimbursement from such programs effective upon the Lease Commencement Date.

11.5 No Adverse Change. Between the date of execution of this Lease and the Closing Date, there will not have been the occurrence or discovery of any event, condition or change in the operations, financial condition, assets, liabilities (contingent or otherwise), income or business of or related to the Hospital that materially adversely impairs the use or value of any of the Leased Assets, the Purchased Assets or the Hospital, and no litigation, administrative proceeding, audit or investigation will have been initiated which, if concluded adversely, might reasonably be expected to cause such an event, condition or change.

11.6 Actions or Proceedings. No action or proceeding before a court or any other governmental agency or body will have been instituted and remain in effect seeking to restrain or prohibit the transactions herein contemplated; and no governmental agency or body will have taken any other action or made any request of Lessor or Lessee as a result of which Lessee reasonably and in good faith deems it inadvisable to proceed with the transactions contemplated hereby.

11.7 Delivery of Documents. All the documents required by this Lease to be delivered to Lessee on or before the Lease Commencement Date will have been delivered on or before the Closing Date in accordance with provisions hereof.

11.8 Title Matters.

(a) Lessor will deliver to Lessee, at Lessor's expense, (i) a plat of the Premises, and (ii) a title commitment by Lawyer's Title and by First American Title Insurance Company, satisfactory to Lessee, that Lessor, as of the Lease Commencement Date, has good and marketable title to the Premises, and that the Premises are free and clear of all liens, encumbrances, charges, assessment, taxes, easements, restrictions and stipulations, except for Permitted Encumbrances.

(b) Lessee will have obtained a leasehold title policy for the Premises, in the form and containing such endorsements as Lessee requires, and satisfactory to Lessee in its sole discretion. Any survey defect or encroachment or violation of easements or building lines from or onto the Premises, other than Permitted Encumbrances, will have been cured or insured over pursuant to an endorsement satisfactory to or waived by Lessee. Any liens that are not Permitted Encumbrances will have been

deleted from the leasehold title policy. Such leasehold title policy will be in an amount equal to the leasehold value of the Premises as reasonably specified by Lessee, insuring that Lessee is vested with a valid leasehold interest subject only to Permitted Encumbrances.

(c) Lessor will deliver to Lessee a legal opinion, satisfactory to Lessee, that the Premises are in compliance with all zoning and land use laws (except Environmental Laws), ordinances and regulations.

ARTICLE 12. CONDITIONS PRECEDENT TO LESSOR'S OBLIGATION

This Lease is executed by Lessor subject to satisfaction, on or before the Closing Date, of all of the express conditions precedent set forth in this Article 12, any of which may be waived in writing by Lessor. In the event of the failure of any of such express conditions precedent and the absence of a written waiver thereof by Lessor, this Lease will, upon notice from Lessor to Lessee, terminate and be of no further force or effect.

12.1 Lessee's and Guarantor's Authority. Lessee will deliver to Lessor an opinion of the Senior Vice President and General Counsel of Guarantor to the effect that Lessee and Guarantor each possess the lawful power and authority to enter into this Lease, that by so doing neither Lessee nor Guarantor violates any state, local or federal, rule, regulation or statute, that Lessee's and Guarantor's execution of this Lease and consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action, and that this Lease has been duly executed by and on behalf of Lessee and Guarantor.

12.2 Accuracy of Representations and Warranties. The representations and warranties of Lessee and Guarantor herein contained will have been true when made and, in addition, will be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, and Lessor will have received a certificate of the President or a Vice President of Lessee, and of a Vice President of Guarantor, to such effect (which certificate will constitute a representation by Lessee and by Guarantor as though set forth in this Lease).

12.3 Conditions Performed Prior to Lease Commencement Date. Lessee will have performed and complied with all agreements and conditions required by this Lease to be performed or complied with by it prior to or on the Lease Commencement Date, and Lessor will have received a certificate of the President or a Vice President of Lessee to such effect (which certificate will constitute a representation by Lessee as though set forth in this Lease).

12.4 Payment of Rent and Purchase Price. Lessee will have paid, as provided by Article 5, the purchase price for the Purchased Assets and all rent payment required to be paid on the Closing Date.

12.5 Actions or Proceedings. No action or proceeding before a court or any other governmental agency or body will have been instituted and remain in effect

seeking to restrain or prohibit the transactions herein contemplated; and no governmental agency or body will have taken any other action or made any request of Lessor or Lessee as a result of which Lessor reasonably and in good faith deems it inadvisable to proceed with the transactions contemplated hereby.

12.6 Delivery of Documents. All the documents required by this Lease to be delivered to Lessor on or before the Lease Commencement Date will have been delivered on or before the Closing Date in accordance with provisions hereof.

12.7 Licensure, Certification and Approvals. Any provision hereof to the contrary notwithstanding, this Lease is expressly conditioned upon the receipt of approvals of the lease of the Hospital herein contemplated, or exemption from such approvals, from any applicable governmental agency or instrumentality whose approval is required lawfully to effect the lease of the Hospital herein contemplated.

ARTICLE 13. EQUIPMENT

13.1 Lessor's Equipment. All equipment, furniture and furnishings of Lessor on hand as of the Lease Commencement Date, a schedule of which equipment, furniture and furnishings is annexed hereto as Schedule 13.1, together with all replacements, substitutions or enhancements thereof (collectively, "*Lessor's Equipment*"), will constitute a part of the Leased Assets and will be and remain the personal property of Lessor, provided, however, that replacements or substitutions (but not enhancements) that represent new and different technology or expanded capability will not constitute Lessor's Equipment.

13.2 Lessee's Equipment. All equipment, furniture and furnishings acquired by Lessee and not constituting Lessor's Equipment (collectively "*Lessee's Equipment*") will be and remain the personal property of Lessee and will be tagged or marked by Lessee as such. Lessee hereby grants Lessor the right and option to purchase Lessee's Equipment from Lessee upon the expiration or termination of this Lease, howsoever effected, for a purchase price equal to the greater of the net book value of Lessee's Equipment or the amount of all outstanding indebtedness incurred by Lessee in connection with the purchase or lease of Lessee's Equipment, which indebtedness Lessor may assume in lieu of any payments to Lessee. Lessor may exercise such option as to all or any portion of Lessee's Equipment by tendering written notice to Lessee of such intent, and identifying the specific items of Lessee's Equipment to be purchased (if less than all is to be purchased), on or prior to the last day of the Lease Term. Lessee will convey and transfer Lessee's Equipment, or such portion thereof as designated by Lessor, to Lessor free and clear of all claims, liens, security interests, agreements, charges or other encumbrances (other than debt, if any, to be assumed by Lessor in connection with such purchase and subject to the receipt of appropriate consents of third parties), and will execute and deliver to Lessor such bills of sale and assignments as may be necessary to effect such conveyance and transfer. Notwithstanding the foregoing, in the event of a First Refusal Transaction as contemplated by Section 29.2, Lessor's option to purchase Lessee's Equipment as herein provided will instead be exercisable at a purchase price equal to the appraised value of the Lessee's Equipment so purchased.

13.3 **Disposition of Obsolete Equipment.** Lessor and Lessee recognize that portions of Lessor's Equipment may become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Leased Assets. In any instance in which Lessee, in its sound discretion, determines that any item of Lessor's Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Leased Assets, Lessee may remove, subject to applicable Mississippi law, such items of Lessor's Equipment from the Leased Assets, and (on behalf of Lessor) sell, trade-in, exchange or otherwise dispose of same without any responsibility or accountability to Lessor therefor; provided, however, that Lessee will substitute and install in the Leased Assets other equipment having equal or greater utility (but not necessarily the same function) in the operation of the Leased Assets, and provided further that such removal and substitution will not impair the operating utility of the Leased Assets. All such substitute equipment will constitute Lessor's Equipment and will be held by Lessee on the same terms and conditions as items originally comprising Lessor's Equipment. Lessee will execute and deliver to Lessor such documents as may from time to time be requested to confirm the title of Lessor to any items of Lessor's Equipment. Lessee will not remove or permit the removal of any of Lessor's Equipment from the Premises except in accordance with the provisions of this Section 13.3 and in compliance with applicable Mississippi law.

ARTICLE 14. INSURANCE

14.1 **In General.** Lessor will be named as an additional insured and loss payee in every policy of insurance required by this Lease to be obtained and maintained by Lessee. Proceeds of insurance policies will be payable to Lessee or Lessor as their respective interests may appear or as specifically set forth in this Article 14. No such policy will be canceled or reduced in scope of coverage or amount of coverage without 45 days' written notice to Lessor. Certificates of insurance evidencing the policies required hereby will be delivered by Lessee to Lessor on or before the Closing Date. The failure of Lessor to require any additional insurance coverage will not be deemed to relieve Lessee from any obligations under this Lease.

14.2 **Property Insurance.** Lessee will, at its own expense, obtain and keep in force during the Lease Term a policy or policies of insurance covering loss or damage to the Leased Assets in the amount of the replacement cost basis thereof, as the same may exist from time to time, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), earthquake and sprinkler leakage. If Lessee fails to procure and maintain such insurance, Lessor may, but will not be required to, procure and maintain the same, but at the expense of Lessee.

14.3 **Liability Insurance.** Lessee will, at its own expense, obtain and keep in force during the Lease Term policies of comprehensive liability insurance, professional (malpractice) liability insurance, excess coverage (umbrella) insurance and employer's liability insurance insuring Lessee against any liability arising out of the use, occupancy or maintenance of the Leased Assets with coverage amounts as are customary for hospitals of the same size and services as the Hospital. The comprehensive liability

insurance will have a policy limit of not less than \$1,000,000. The professional liability policy will have policy limits of not less than \$1,000,000 per person and \$3,000,000 per occurrence. The excess coverage (umbrella) policy will have a policy limit of not less than \$10,000,000. The limits of such insurance will not, however, limit the liability of Lessee hereunder. If Lessee fails to procure and maintain such insurance, Lessor may, but will not be required to, procure and maintain the same, but at the expense of Lessee.

14.4 Mutual Releases and Waiver of Subrogation. Lessor and Lessee hereby waive all rights of recovery and causes of action which either has or may have or which may arise hereafter against the other, whether caused by negligence, intentional misconduct or otherwise, for any damage to the Leased Assets or to any property stored thereon or to the operations of the Hospital caused by any perils covered by fire and extended coverage, building, contents and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers are in addition to all other waivers or releases contained in this Lease and will apply only to the extent of any recovery made by the parties under any policy of insurance now or hereafter issued; and further provided that the foregoing waivers do not invalidate any policy of insurance of the parties, now or hereafter issued. Lessee agrees that it will cause all policies of insurance maintained in connection with the Leased Assets or the operations of the Hospital to contain a clause or endorsement by which the insurer waives rights of recovery by subrogation or otherwise for damage to property caused by fire or any casualty or peril covered by such insurance, whether or not the same has been caused by the fault or negligence of the other party or anyone to whom such party may be responsible.

14.5 Business Interruption Insurance. It is understood that Lessee may maintain business interruption insurance for its own protection and that any proceeds payable under any such policy will be the sole property of Lessee.

14.6 Compliance by Lessee. It is agreed that Lessee will be in compliance with the terms of this Article 14 so long as the total limits of insurance herein required are provided, regardless of the allocation of such limits among underlying or excess policies. In addition, Lessee will be in compliance with the terms of this Article 14 should it, in its discretion, choose to self-insure all or any portion of the risks described herein so long as it complies with all aspects of Mississippi law regarding such self-insurance.

14.7 Remedy for Noncompliance. Unless Lessee self-insures as contemplated herein, should Lessee fail to obtain and pay the premiums for any insurance policies providing the coverages specified in this Article 14, then Lessor may obtain the same and pay the premiums therefor, and the amount paid by Lessor will be deemed additional rent, and shall become immediately due and payable.

ARTICLE 15. FIRE AND CASUALTY DAMAGE

15.1 Notice of Damage. If any part or all of the Premises should be damaged or destroyed by fire, storm or other casualty and the amount of damage exceeds the dollar amount stated to be applicable in the standard "deductible clause" of the property insurance policy, Lessee will give written notice thereof to Lessor within ten days after the date the damage occurred.

15.2 Substantial Destruction. If the hospital building or other Improvements comprising the Premises is substantially destroyed at any time during the Lease Term by fire, storm or other casualty, to the extent the Premises cannot reasonably be used for an acute care hospital, then Lessee will, subject to compliance with applicable zoning regulations or such variances or non-conforming uses as may be allowed, rebuild the Hospital building and any other damaged portions of the Premises so that the Premises can be used to furnish substantially the same type and quality of services as were furnished on the Premises prior to the substantial destruction. In such event, Lessor will make available or will pay and deliver to Lessee any insurance proceeds received by Lessor because of damage to the Premises.

15.3 Partial Destruction. If the hospital building or other Improvements comprising the Premises are damaged by fire, storm or other casualty to the extent that a portion, but not substantially all, of the Premises cannot be used for the purpose for which such portion was used prior to the casualty, Lessee will restore the Premises to the condition they were in prior to the casualty. In such event, Lessor will make available or will pay and deliver to Lessee any insurance proceeds paid to Lessor because of the casualty loss resulting in the partial destruction.

15.4 Obligations of Lessor. Nothing contained herein will be construed to obligate Lessor to expend funds beyond those received as insurance proceeds.

15.5 Extension of Lease Term. The Lease Term will be automatically extended for a period equal to the number of days during which the ordinary and usual operation of the Hospital is prevented by reason of any partial destruction of the Premises. In the event of substantial destruction of the Hospital Improvements and the subsequent reconstruction thereof as provided by Section 15.2: (a) if such destruction occurs during the first 20 Lease Years, the Lease Term will be automatically extended for five additional Lease Years; and (b) if such destruction occurs after the first 20 Lease Years, the Lease Term will be automatically extended for the period of time which, when added to the remaining time left in the initial Lease Term after the date of destruction, equals 20 years. Any extension of the Lease Term arising under this Article 15 will be upon the same terms and conditions otherwise set forth in this Lease.

ARTICLE 16. UTILITIES

Lessee will pay all charges for water, electricity, gas, sewer, telephone and all other utilities, which are used in or on, or are properly charged against, the Premises during the Lease Term. Lessee will not be in breach of this Lease for failure to pay any

charge reasonably contested so long as Lessee indemnifies Lessor against such charge. In the event that easements for the installation and operation of utilities are required to be granted to any utility company or municipality to service the Premises, Lessor will cooperate with Lessee in the grant of such easements as may be reasonably required effectively to create the required easement, and all such easements will be subject to the approval of Lessee.

ARTICLE 17. CARE OF PREMISES; ALTERATIONS, ADDITIONS, ETC.

17.1 Care of Premises.

(a) During the Lease Term Lessee, at Lessee's expense, will keep and maintain the Premises in good order and repair, ordinary wear and tear, casualty loss or other insured loss excepted. Lessee will do all things which from the character and use of the Premises would be reasonably necessary for proper maintenance, repair and replacement thereof, and in this respect, without limiting the generality of the foregoing, Lessee will perform and furnish, at Lessee's expense, all painting, carpentry, redecorating, landscaping, refurbishing, maintenance, servicing, repairing and replacement of all portions of the Premises. Lessee will be responsible for the care, maintenance and repairs, renovation, restoration or replacement, if required, of the air conditioning, heating, mechanical, plumbing, electrical/fire alarm, security and sprinkler systems.

(b) Lessee acknowledges that its obligations to repair, renovate, restore or replace extends to the roof of the hospital structure. Both Lessor and Lessee acknowledge that certain improvements, when necessary from time to time, may require a certificate of need from the Mississippi Department of Health and Rehabilitative Services, Health Planning and Development. Lessee will apply for, and use its best efforts to obtain, approvals necessary to effect such improvements.

(c) Failure of Lessee to maintain, repair, replace or restore, as provided by this Section 17.1, will entitle Lessor, after notice in the manner provided by this Lease, to seek specific performance or to enter onto the Premises and repair and maintain the Premises and to charge Lessee therefor, and such charges properly made will be construed as additional rent, and shall become immediately due and payable.

17.2 Alterations, Additions and Capital Improvements. Lessee has the right to make alterations, additions and capital improvements to the Premises, with or without the prior approval of Lessor, provided they are architecturally consistent with the Improvements, and such will be made in a good and workmanlike manner, and will comply with all applicable governmental laws, regulations and requirements. All alterations, additions and capital improvements will be made at the cost and expense of Lessee and will become the property of Lessor upon expiration or termination of the Lease Term. Lessee will not, in its reasonable judgment, make or effect any renovations, alterations, structural additions or capital improvements to the Premises which would impede the use or reduce the value of the Leased Assets. The consent and authorization granted to Lessee under this Section 17.2 or otherwise to make alterations, addi-

tions or improvements will not constitute "the written consent of the owner" as contemplated in Miss. Code Ann. §85-7-137.

ARTICLE 18. LICENSURE AND GOVERNMENTAL APPROVAL

Lessee will, at all times during the Lease Term, conduct its business pursuant to a valid license issued by the State of Mississippi authorizing Lessee to operate an acute care hospital on the Premises and to furnish such other services as are offered by Lessee and which can lawfully be performed pursuant to a valid license or governmental approval. Lessee will obtain and maintain continuously throughout the Lease Term the license by which the Hospital is allowed to operate, and will do all things reasonably required by the appropriate licensing authority to maintain such license. Lessee will use its best efforts to obtain and maintain throughout the Lease Term accreditation of the Hospital by JCAHCO or a similar nationally recognized accrediting body.

ARTICLE 19. ACCESS

Lessor and its agent will have access at reasonable times and upon reasonable notice for the purpose of inspection of the Premises or of making repairs, additions or alterations, but such right will not be construed as an agreement on the part of Lessor to make repairs.

ARTICLE 20. GOVERNMENTAL FEES

During the Lease Term all fees due any governmental unit, including units of any city, county, state or federal government, on account of any inspection made on the Premises, will be paid by Lessee. Lessee will not be in breach of this Lease for failure to pay any such charge so long as Lessee indemnifies Lessor against such charge.

ARTICLE 21. QUIET ENJOYMENT

Subject to the terms and provisions of this Lease, on payment of the rent and other charges hereunder payable by Lessee, and Lessee's maintaining the required State of Mississippi licenses, Lessee will lawfully, peaceably and quietly have, hold, occupy and enjoy the Leased Assets and any appurtenant rights granted to Lessee under this Lease during the Lease Term without hindrance or ejection by Lessor or any person lawfully claiming under Lessor, and without interference by Lessor in the operation of the Hospital.

ARTICLE 22. SUBLEASE AND ASSIGNMENT

Lessee will not assign this Lease or any interest herein, whether by operation of law or otherwise, or sublet the Leased Assets or any part thereof, without the prior written consent of Lessor. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. §101 *et seq.* (the "Bankruptcy Code"), will be deemed without further act or deed to have assumed all of the obligations arising under this Lease on or after the date of such assignment. Any such assignee will upon

demand execute and deliver to Lessor an instrument confirming said assignment; provided, however, that if this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies and other considerations payable or otherwise to be delivered in connection with such assignment will be paid or delivered to Lessor, will be and remain the exclusive property of Lessor and will not constitute property of Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor will be held in trust for the benefit of Lessor and be promptly paid or delivered to Lessor. For the purposes of this Article 22, (a) a transfer or sale of 50 percent or more of the voting interest or stock of Lessee to a third party which was not an affiliate of Lessee immediately prior to such transfer or sale, or (b) the merger or consolidation of Lessee with or into a third party which was not an affiliate of Lessee immediately prior to such merger or consolidation (other than a merger or consolidation in which Lessee is the surviving entity thereof), will each be deemed an assignment requiring the consent of Lessor and will not operate to release Lessee from any liability hereunder.

ARTICLE 23. LIENS, MORTGAGE, TAXES, ETC.

23.1 Use as Security. Lessor will not sell, convey, mortgage, pledge or otherwise encumber or use as security any portion or all of the Leased Assets subsequent to the execution of this Lease, and Lessor hereby subordinates its fee interest in the Leased Assets to this Lease. Lessor will take such reasonable action as is necessary to remove any other liens or security interests affecting the Leased Assets or any portion thereof which liens arose because of acts or omissions of Lessor subsequent to execution of this Lease (and not because of acts or omissions of Lessee).

23.2 Taxes and Special Assessments. Lessee will timely pay when due any and all federal, state or local taxes (if any) incurred or assessed in connection with Lessee's operation of the Leased Assets, including federal and state income taxes, franchise taxes, FICA, FUTA and other unemployment taxes; provided, however, that Lessee expressly reserves all of its rights to contest such taxes, assessments or charges to the full extent of its applicable administrative or judicial remedies. Lessor will, at the request of Lessee, join in and cooperate fully with Lessee in any such proceedings or applications (except those relating to taxes levied, assessed or collected by Lessor), provided that Lessee indemnifies Lessor as provided herein. Lessor will be responsible and will pay, prior to delinquency, any and all federal, state or local taxes (if any) incurred or assessed in connection with Lessor's or the Board of Trustees' operation of the Hospital, including federal and state income taxes, franchise taxes, FICA, FUTA and other unemployment taxes. Lessor will promptly pay over to Lessee any refund of any taxes, charges and assessments, and penalties and interest thereon, received by Lessor which had been paid by Lessee.

23.3 Payments in Lieu of Taxes. The parties intend for the Leased Assets to be included in the 1996 Tax Rolls of Coahoma County, Mississippi. In the event that at any time during the Lease Term Lessee becomes exempt from payment of taxes on the Leased Assets, or taxes are not levied or imposed on the Leased Assets for any reason,

Lessee will pay to Lessor an amount equal to the amount of taxes (including city, county, school and other taxes assessed on owners of commercial real property in general) which would have been levied or imposed on the Leased Assets but for the exemption.

23.4 Liens. Lessee will indemnify Lessor against all liens, encumbrances and charges upon Lessee's leasehold estate in the Leased Assets, the rent payable hereunder or any part of either thereof, which are not Lessee's Permitted Liens (as such term is hereinafter defined). Lessee will take such action as may be required, including the payment of a sum into a court or the posting of a bond to secure payment of any such lien, encumbrance or charge to cause any claim therefor to be cleared prior to execution on judgment. The mere filing or foreclosure of a lien, encumbrance or charge against the Leased Assets or the entry of a judgment thereon will not constitute a breach of this Section 23.4 so long as Lessee complies with the foregoing indemnity obligation.

23.5 Lessee's Permitted Liens. Notwithstanding any provision of this Lease to the contrary, but without limiting Lessee's obligation timely to pay rent and other amounts due and payable by Lessee hereunder, Lessee may create or permit to be created the following liens or encumbrances only with respect to Lessee's leasehold interest in the Leased Assets (collectively, "*Lessee's Permitted Liens*"):

- (a) liens, charges or encumbrances created in connection with the improvements to the Leased Assets contemplated by Sections 5.3 or 5.4, or in connection with any other improvements, expansion, extension, additions or modifications of the Hospital or any of the Premises;
- (b) liens, charges, encumbrances or restrictions in favor of Lessor which may be created or exist by reason of this Lease;
- (c) liens, charges or encumbrances for taxes, assessments or other governmental charges or levies which are not then delinquent, or which are delinquent but are being contested by Lessee in good faith and by appropriate proceedings;
- (d) mechanic's, laborer's, materialmen's, supplier's or vendor's liens for work or services performed or materials furnished in connection with the Hospital which are not yet due and payable, or which are due and payable but are being contested by Lessee in good faith and by appropriate proceedings; and
- (e) liens, charges or encumbrances, including any pledge of Lessee's revenues, created in connection with Lessee's financing of capital improvements to the Leased Assets.

ARTICLE 24. LESSEE'S DEFAULT AND REMEDIES THEREFOR

24.1 Major Events of Default. The following events will constitute "*Major Events of Default*" under this Lease, upon the occurrence of which Lessor may elect to pursue its remedies as hereinafter provided:

(a) Lessee fails to pay rent when due as provided in Article 5, and such failure continues for a period of ten days after written notice thereof has been given to Lessee by Lessor; or

(b) Lessee fails to complete within a reasonable time, but in no event later than January 1, 1999, the current construction and renovation project contemplated by Section 5.4; or

(c) Lessee loses or forfeits its license to operate the Hospital as an acute care hospital, or loses its Medicare certification or (if eligible therefor) its Medicaid certification; provided, however, that if Lessee is notified by the appropriate authority or is otherwise informed that its operating license, its Medicare certification or (if eligible therefor) its Medicaid certification has been lost, forfeited or revoked, then Lessee may take such action as it may deem necessary to seek reinstatement or recertification, including commencement or defense of such administrative and/or judicial proceedings as may be indicated, and Lessee will have a period to cure such default that will continue until all of the administrative and/or judicial remedies of Lessee have been exhausted and such proceedings have resulted in the final judicial determination that Lessee is not entitled to reinstatement, renewal or recertification, or that Lessee must surrender the same, as the case may be; and provided further that such period of cure will extend only so long as Lessee is legally or judicially allowed to continue the operation of the Hospital without thereby being in violation of any order of a court of competent jurisdiction; or

(d) Lessee fails to operate the Hospital as an acute care hospital for any period of 10 consecutive days (taking into account the provisions of Section 24.4), and the Premises have not been partially or substantially destroyed as contemplated by Article 15, or substantially taken by eminent domain proceedings as contemplated by Article 26; or

(e) either Lessee or Guarantor: ceases doing business as a going concern; makes an assignment for the benefit of creditors; transfers assets for the purpose of hindering, delaying or defrauding creditors; generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due; files a petition commencing a voluntary case under any chapter of the Bankruptcy Code; has filed against it a petition commencing an involuntary case under any chapter of the Bankruptcy Code, and such petition is not stayed or dismissed within 90 days after its filing; is adjudicated an insolvent; files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law, rule or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceeding; or consents to the filing of such a petition or acquiesces in the appointment of a trustee, receiver, custodian or other similar official for it or for all or any substantial part of its assets or properties; provided, however, that the merger, consolidation or sale of substan-

tially all of the stock or assets of Lessee or of Guarantor as a going concern will not be deemed to be an event within the contemplation of this Section 24.1(e).

24.2 Other Breaches of Lease. If during the Lease Term Lessee fails to perform, observe or comply with any other term, covenant, condition or provision of this Lease binding upon it, and such failure continues for a period of ten days after written notice thereof has been given to Lessee by Lessor, then Lessor may have and exercise all such rights and remedies as are provided under the applicable provisions of this Lease; provided, however, that where a specific remedy has been provided for in this Lease, such specific remedy will be Lessor's sole remedy for such breach; and provided further that if Lessee proceeds to cure any such breach and such cure, if begun and prosecuted with due diligence, cannot be completed within a period of ten days, then such cure period will be increased to such extent as is necessary to enable Lessee to begin and complete such cure through the exercise of due diligence.

24.3 Indemnity for Breach. Notwithstanding any other provision of this Article 24, if any breach of this Lease occurs, and Lessee fails to cure such breach in the manner specified herein, and such breach results only in monetary loss to Lessor, then Lessee may elect to cure such breach by indemnifying Lessor against such loss, as provided by Article 8, immediately upon the final determination of such breach, and such indemnification will have the same effect as if no breach had occurred, and this Lease will continue for the balance of the Lease Term.

24.4 Causes Beyond a Party's Control. If during the Lease Term either party is delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, or other cause, without fault and beyond the reasonable control of such party, then performance of such act by such party will be excused for the period of the delay; and the period for the performance of any such act will be extended for a period equivalent to the period of such delay; provided, however, that nothing in this Section 24.4 will excuse Lessee from the prompt payment of any rent or other charge required of Lessee except as may be expressly provided elsewhere in this Lease.

24.5 Lessor's Remedies Upon Default. In the event of a default by Lessee or Guarantor under this Lease, then Lessor at any time thereafter will have the full right, at its election, to exercise without notice or demand any of the following rights and remedies, which will not be exclusive, but cumulative, and will in no way limit any other rights or remedies available to Lessor at law or in equity:

- (a) the right to cure, at the defaulting party's cost and expense, any default;
- (b) the right to collect any sums due and owing under this Lease when they become due;
- (c) the right to collect damages suffered by Lessor by reason of the occurrence of a default;

(d) the right to seek specific performance of the defaulted obligations;

(e) if such default is a Major Event of Default, the right to accelerate the rent due for the remainder of the Lease Term, which Lessee agrees will constitute liquidated damages to which Lessor is entitled as a result of a default; and

(f) if such default is a Major Event of Default, the right to terminate this Lease.

24.6 In the Event of Bankruptcy. In the event that an order for relief under the Bankruptcy Code is entered with respect to Lessee, Lessee agrees that the following will apply:

(a) this Lease will be construed as a lease of non-residential real property;

(b) Lessee's obligations under this Lease will be continuing in nature and will be construed as arising from day to day from and after the date upon which performance of each obligation first becomes due until paid or performed;

(c) the rent and other monetary obligations of Lessee due under this Lease constitute the fair market rental value of the Leased Assets for which Lessee will remain liable until Lessee vacates and surrenders the Leased Assets;

(d) All amounts which Lessee is obligated to pay under this Lease constitute actual, necessary and reasonable expenses of preserving Lessee's bankruptcy estate for which Lessor will be entitled to an administrative expense priority claim pursuant to 11 U.S.C. §503(b)(1)(A) should Lessor exercise its option to pay such expenses upon Lessee's default; and

(e) In the event Lessee seeks to assume and assign this Lease, "adequate assurance of future performance" by the proposed assignee will include, at a minimum, the continuing guaranty of this Lease by Guarantor and proof that the financial condition and operating performance of the proposed assignee and its guarantors, if any, will be similar to the financial condition and operating performance of Lessee and Guarantor as of the time that Lessee entered into this Lease; provided, however, that this provision will not constitute consent by Lessor to any such assignment, or be deemed a waiver of Lessor's right to contest any such assignment.

24.7 Repossession of the Premises on Termination. Upon termination of this Lease as provided by this Article 24, Lessor may proceed to enter into and repossess the Premises with process of law and remove Lessee's employees or property therefrom in such manner and in accordance with such procedures as a court of competent jurisdiction may allow, without incurring any liability to Lessee or to any persons occupying or using the Premises for any damage caused or sustained by reason of such lawful entry or

removal; provided, however, that upon posting a bond in the amount and manner determined by a court of competent jurisdiction, Lessee may continue to operate the Hospital and have possession of the Premises until it becomes legally obligated to surrender the same by reason of a final judicial determination in the courts of the State of Mississippi, or at the level of the U.S. Circuit Court of Appeals if the applicable proceeding was commenced in a U.S. District Court by an unrelated party.

ARTICLE 25. SURRENDER OF POSSESSION

25.1 Surrender of Leased Assets. Upon the expiration or termination of the Lease Term, howsoever effected, Lessee will forthwith surrender the Leased Assets to Lessor, free and clear of all claims, liens, security interests and other encumbrances (except those existing on the Lease Commencement Date) and in good working order and condition as on the Lease Commencement Date, ordinary wear and tear excepted. Lessor's Equipment and all inventory acquired by Lessee during the Lease Term and on hand as of the date of expiration or termination will also be surrendered to Lessor and will become the property of Lessor. All equipment and inventory surrendered will have an aggregate functional capability at least equal to the aggregate functional capability of the equipment and inventory existing at the Hospital as of the Lease Commencement Date. The inventory surrendered to Lessor will be sufficient to operate the Hospital in the normal course of its operations as then constituted and will be at a level consistent with Lessee's operation of the Hospital throughout the Lease Term. Lessee will execute and deliver to Lessor such bills of sale and assignments as Lessor may reasonably require. To the extent Lessor does not exercise Lessor's purchase option in respect of Lessee's Equipment as described in Section 13.2, Lessee may remove Lessee's Equipment from the Premises upon the expiration or termination of the Lease Term; provided, however, that Lessee will be responsible for and will immediately repair any damage to the Leased Assets caused by the removal of Lessee's Equipment. Lessee will cooperate in all reasonable requests of Lessor to assist in the transfer of all applicable Hospital licenses, permits and certificates of need required by Lessor to operate Hospital for its own account.

25.2 Assignment and Assumption of Contracts. Upon expiration or termination of the Lease Term, howsoever effected, and after due diligence and approval by Lessor, those contracts and leases (including those entered into for the purpose of enhancing Hospital census, services and operations) negotiated at arms length by Lessee during the Lease Term and approved by Lessor, will be assigned to and assumed by Lessor, and Lessor will indemnify Lessee, as provided by Article 8, from all obligations and liabilities arising out of such contracts and leases after expiration of the Lease Term.

25.3 Holding Over. In the event Lessee remains in possession of the Leased Assets after the expiration or termination of the Lease Term, howsoever effected, such holding over on the part of Lessee will not, of itself, renew or extend the Lease Term, and Lessee will be deemed to be a tenant at sufferance, subject to all of the provisions of this Lease (to the extent applicable to such form of tenancy).

25.4 Survival of Indemnification. Lessee's obligations to indemnify Lessor pursuant to Article 8 will survive the termination of this Lease and/or the expiration of the Lease Term and other due diligence and approval by Lessor. Such indemnification by Lessee will be limited (a) in the case of Losses in the nature of matters of general or professional liability, solely to Losses suffered by Lessor during the period of the applicable statute of limitations, and (b) in the case of all other Losses, solely to Losses suffered by Lessor during the period from the date of termination or expiration of the Lease Term to six months following the date of completion of Lessor's audit for the fiscal year next ending after the date of termination or expiration of the Lease Term.

ARTICLE 26. EMINENT DOMAIN

If the entire Premises, or such part thereof as renders the remaining portion unsuitable for use as a 175-bed general hospital with adequate parking area, and vehicular and pedestrian access to the Premises, is acquired by governmental or quasi-governmental authorities by the exercise of the power of eminent domain, then upon written notice of Lessee's election so to do, given by Lessee to Lessor within 30 days after receipt by Lessee of notice from Lessor that proceedings or negotiations with respect to such acquisition have begun, this Lease will terminate for all purposes (except enforcement of rights then accrued), at the time possession must be surrendered to such authority, and the amount of the award will be divided between Lessor and Lessee as their respective interests may appear. Any rentals paid by Lessee for any period beyond the date of termination by Lessee will be promptly repaid to Lessee.

ARTICLE 27. TIME FOR PERFORMANCE

27.1 Time is of the Essence. Time is of the essence, and both parties agree to perform their obligations hereunder in a timely manner.

27.2 Delay. No delay or failure on the part of either party in exercising or enforcing any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

27.3 No Waiver. The waiver of any breach of a term, condition, or covenant of this Lease by Lessor or Lessee must be in writing to be effective, and any such waiver will be limited to the particular instance and will not be deemed to waive future breaches of same or other terms, conditions or covenants.

ARTICLE 28. NOTICES

Whenever in connection with this Lease it is required or permitted that notice, demand, consent, approval or communication be given or served by either party to the other, it will be given or served (with a copy to the attorney whom Lessor or Lessee may from time to time designate in writing to review such notice) and will be deemed not to have been duly given or served and will be ineffectual unless in writing and forwarded by

certified or registered mail, postage prepaid, addressed to Lessor or Lessee (and their duly designated attorneys) as follows:

If to Lessor: Coahoma County Board of Supervisors
P.O. Box 579
Clarksdale, Mississippi 38614
Attention: President

If to Lessee: Clarksdale HMA, Inc.
5811 Pelican Bay Boulevard, Suite 500
Naples, Florida 33963-2710
Attention: President

If to Guarantor: Health Management Associates, Inc.
5811 Pelican Bay Boulevard, Suite 500
Naples, Florida 33963-2710
Attention: President

or to such other single address as either party may direct from time to time, and will be deemed given when deposited in the United States mail, postage prepaid.

ARTICLE 29. GUARANTOR'S GUARANTY

29.1 Guaranty. Guarantor hereby guarantees to Lessor the full and prompt payment and performance by Lessee of Lessee's obligations and duties under this Lease and any and all of Lessee's successors' or assigns' obligations and duties under this Lease. Guarantor will pay all costs, expenses and fees, including all reasonable attorneys' fees, which may be incurred by Lessor in any successful proceeding instituted to enforce the duties and obligations of Guarantor under this Section 29.1 following any default on the part of Guarantor hereunder. Guarantor will execute and deliver such other agreements, documents and instruments as may be reasonably required to further evidence Guarantor's obligations set forth in this Section 29.1. Any discharge or limitation of Lessee's obligations under this Lease by operation of law or otherwise will not discharge or limit Guarantor's obligations to Lessor.

29.2 Right of First Refusal.

(a) In the event that, at any time during the first five Lease Years, Guarantor proposes (i) a transfer or sale of 50 percent or more of the voting interest or stock, or substantially all of the assets, of Guarantor to a third party which was not an affiliate of Guarantor immediately prior to such transfer or sale, or (ii) the merger or consolidation of Guarantor with or into a third party which was not an affiliate of Guarantor immediately prior to such merger or consolidation (other than a merger or consolidation in which Guarantor is the surviving entity thereof) (each, a "Disposition"), then Guarantor will first give a right of refusal (the "First Refusal") to Lessor to terminate this Lease and reacquire possession of all (but not less than all) of the Leased Assets (the "First Refusal Transaction") upon payment to Lessee, in cash, of an amount

equal to the then-current appraised value of the Leased Assets, determined by a nationally recognized appraiser mutually agreeable to Lessor and Guarantor (such appraiser to have no existing financial or service relationship with Guarantor, Lessor or their respective affiliates). The First Refusal will be given by notice to Lessor, given by registered or certified mail (return receipt requested), containing a complete description of the essential terms of the proposed Disposition and the name, address, qualifications and background of the proposed purchaser or transferee (the "Purchaser").

(b) The First Refusal may be exercised by Lessor by giving to Guarantor notice by registered or certified mail (return receipt requested) of exercise within 45 days following the date on which Guarantor's notice was given (the "Offer Date"). Lessor's notice will contain an unequivocal statement of its intention to exercise the First Refusal in accordance with the provisions of this Section 29.2 and will be accompanied by a certificate to the effect that Lessor will use its best efforts, in good faith, to the end that sufficient funds will, by the time of closing, be available to Lessor to enable it to make payment of the amount provided by Section 29.2(a).

(c) Within 180 days following the Offer Date, Guarantor and Lessor will have entered into an agreement setting forth the terms and conditions of the First Refusal Transaction (the "First Refusal Agreement") and consummated the First Refusal Transaction. The parties agree that their efforts in that regard will be pursued diligently and in good faith, and further agree that the First Refusal Agreement will contain only those terms and conditions as would be customary to consummate the First Refusal Transaction, including those in respect of any required governmental approvals and transfers of licenses.

(d) In the event that Lessor fails to exercise the First Refusal as herein provided, or fails to execute the First Refusal Agreement, or fails to close the First Refusal Transaction as herein and therein provided, then Guarantor's consummation of the Disposition will not give rise to any rights or obligations, provided that: (i) the Disposition is to the Purchaser described in the notice given by Guarantor to Lessor; and (ii) such Purchaser executes and delivers to Lessor and to Guarantor, as a condition precedent to such Disposition, an instrument by which such Purchaser irrevocably and unconditionally assumes the performance and observation of the agreements and obligations of Guarantor under this Lease.

(e) Guarantor and Lessee will afford to Lessor, its counsel, accountants and other representatives reasonable access during the period commencing on the Offer Date to and including (i) in the case of an unexercised First Refusal, the date on which the 45-day exercise period referred to in Section 29.2(b) has expired, or (ii) in the case of an exercised First Refusal, the date of closing of the First Refusal Transaction, to the Leased Assets and the books and records of Lessee relevant to its operation of Hospital, and will promptly furnish Lessor with all information as Lessor reasonably requests in connection therewith.

ARTICLE 30. ADDITIONAL COVENANTS OF LESSEE

30.1 Reports and Other Information.

(a) For so long as the capital stock of Guarantor is publicly traded, Guarantor will provide to Lessor, contemporaneously with the distribution thereof to its stockholders, copies of its annual report and quarterly reports to stockholders. In the event that the capital stock of Guarantor ceases to be publicly traded, Guarantor will provide to Lessor, promptly upon the completion thereof, copies of its annual audited financial statements and quarterly unaudited financial statements.

(b) On or before January 1, 1997, Lessee will provide to Lessor a written plan reviewing areas within the Hospital and outlining the capital improvements and expenditures to be made to or at the Hospital by Lessee and the timetable to effect such capital improvements and expenditures in compliance with Section 5.3.

(c) On or about December 1 of each Lease Year, Lessee will provide to Lessor a report, substantially in the form annexed hereto as Schedule 30.1, with respect to the most recently completed fiscal year of Lessee, setting forth a summary description of: (i) the capital expenditures made by Lessee pursuant to Section 5.3 (until such time as such capital expenditures have been completed); (ii) the alterations, additions and capital improvements, as contemplated by Section 17.2, made by Lessee; (iii) all removals and substitutions of each item of Lessor's Equipment having a book value in excess of \$10,000 made pursuant to Section 13.3; and (iv) all liens and other encumbrances being contested by Lessee pursuant to Section 23.2. In the event of a change in Lessee's fiscal year, Lessee will provide such report to Lessor within 60 days following the end of each such fiscal year during the Lease Term.

30.2 Name of Hospital. Lessee will maintain the name of the Hospital as "Northwest Mississippi Regional Medical Center" and will operate the Hospital using such name, unless otherwise agreed upon by the parties.

30.3 Hill-Burton Obligations. Subsequent to the Lease Commencement Date, Lessee will fully and timely satisfy, discharge and assume all obligations of Lessor from and after the Lease Commencement Date in respect of grants received by Lessor under the Hill-Burton Act, 42 U.S.C. § 291, *et seq.*, and the regulations promulgated thereunder, including the timely satisfaction of Lessor's uncompensated care obligation as of the Lease Commencement Date.

30.4 Utilization of Local Services. Throughout the Lease Term, and subject to sound fiscal management of the affairs of the Hospital, Lessee will endeavor to utilize and purchase goods and services from local vendors and providers of services and to utilize the services of local financial institutions in connection with Lessee's operation of the Hospital, when such local purchasing or the use of such local services is in the best interests of the Hospital, its operations, and quality, cost-efficient patient care.

30.5 Rates. Lessee agrees that any increase in rates at the Hospital will be reasonable and commensurate with both the services offered and the costs to provide such services and competitive with similarly situated hospitals in Mississippi.

30.6 Medical Staff. Lessor has previously delivered to Lessee true and correct copies of medical staff privilege and membership application forms, delineation of privilege forms and all current Medical Staff Bylaws, rules, regulations and amendments thereto. Lessee accepts the existing Medical Staff Bylaws and, except as may be necessary to conform to JCAHCO standards, has no present intent substantially to revise the Medical Staff Bylaws; provided, however, that the Medical Staff Bylaws may be amended from time to time in the future. Lessee will maintain an active medical staff development program designed to meet the needs of the community for physician services. Recruiting efforts will seek physicians without regard to race, sex or creed.

30.7 Post-Lease Commencement Date Access to Information. Lessee acknowledges that subsequent to the Lease Commencement Date Lessor may need access to information or documents in the control or possession of Lessee for the purposes of audits, compliance with government requirements and regulations, the prosecution or defense of third party claims, compliance with the terms of this Lease, or for other legitimate purposes. Accordingly, Lessee agrees that subsequent to the Lease Commencement Date Lessee will make available to Lessor, Lessor's agents, independent auditors and/or governmental agencies, upon reasonable notice, under reasonable conditions and for a reasonable cost, such documents and information in respect of the Leased Assets to the extent necessary to facilitate audits, compliance with governmental requirements and regulations, compliance with the terms of this Lease and the prosecution or defense of claims or for other legitimate purposes. In addition, former Trustees, former Hospital officers or former Hospital Administrators will, upon reasonable notice, have reasonable access, at their expense, to such information for the purpose of prosecution or defense of claims in which they are named.

30.8 Inspection of Books and Records.

(a) Until the expiration of four years after the furnishing of any services hereunder and in the event the services provided by the parties hereunder are valued at \$10,000 or more, during any 12-month period, the parties will make available, upon written request of the Secretary of the U.S. Department of Health and Human Services, or upon the written request of the U.S. Comptroller General, or any of their duly authorized representatives, all contracts, books, documents or records that are necessary to verify the nature and extent of any and all charges, costs and payments made or received hereunder. The parties agree that any applicable attorney-client, accountant-client or other legal privilege will not be deemed waived by virtue of this Lease.

(b) Each party or its designated representatives is granted access at any reasonable time, upon reasonable conditions and notice, to the books and records of the other party insofar as necessary to verify or review accounting records for the purpose of determining compliance with the terms and provisions of this Lease only.

30.9 Educational Affiliations. The Hospital currently maintains significant educational affiliations, as identified on Schedule 30.9. Lessee intends to continue educational affiliations and to continue to provide and support programs in medical education, allied health and management/administrative development. It is Lessee's intent to continue to develop and strengthen the teaching programs at the Hospital as an essential part of the Hospital's role and mission.

30.10 Prisoners and Wards of County. Lessee will provide free care to prisoners and wards of Coahoma County, Mississippi throughout the Lease Term.

ARTICLE 31. MEDICARE PROVISIONS

Lessor will cause to be properly prepared, signed and timely filed all claims, costs reports or other documentation required by the Medicare, Medicaid and any other third-party payor programs for the operations of the Leased Assets prior to the Lease Commencement Date. To the extent any such programs determine, on the basis of such closing cost reports or otherwise, that amounts are due to Lessor in respect of periods prior to the Lease Commencement Date, Lessee will be entitled to such amounts. To the extent any such closing costs reports indicate that amounts are due to the Medicare, Medicaid and other third-party payor programs, Lessee will assume liability for same and will timely pay such amounts.

ARTICLE 32. MANAGEMENT OF LEASED PREMISES

Lessee may not enter into any management or similar agreement in respect of the Leased Assets (other than agreements for the management of discrete departments or services of the Hospital) with any party other than an affiliate, parent or wholly-owned subsidiary of Lessee or Guarantor without the prior written approval of Lessor. Any permitted management agreement pertaining to the Leased Assets or a discrete department or service of the Hospital will be subject and subordinate to this Lease and the rights of Lessor hereunder and will not relieve Lessee of any liability or obligations hereunder.

ARTICLE 33. CERTAIN AFTER-ACQUIRED REAL PROPERTY AS PART OF THE LEASED ASSETS

Any health care facility within Coahoma County, Mississippi acquired by Lessee during the Lease Term utilizing a transfer of any licensed beds of the Hospital will become part of the Premises, and all buildings, structures, improvements, machinery, equipment and other property which is constructed, placed or installed in or upon such health care facility as an addition to, or as a substitute for or in renewal or replacement of, any buildings, structures, improvements, furnishings, equipment or other property constituting part of the Leased Assets will (unless Lessor and Lessee otherwise provide by signed written agreement directed to a specific item) become part of the Leased Assets without any further act or deed.

ARTICLE 34. IN GENERAL

34.1 Relationships of Parties. Nothing contained in this Lease will be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or partnership or joint venture or of any association between Lessor and Lessee (or Guarantor), and no provision contained in this Lease nor any acts of the parties hereto will be deemed to create any relationship between Lessor and Lessee (or Guarantor) other than the relationship of lessor and lessee.

34.2 Rights and Remedies. It is the intention of the parties specifically to set forth their respective rights and remedies in the specific provisions of this Lease. However, where no specific remedy has been provided by the terms of this Lease, both Lessor and Lessee will retain their right to damages, specific performance or other appropriate relief. The party who successfully litigates any dispute arising under, or to enforce any provision of, this Lease will be entitled to reasonable attorneys' fees and expenses incurred at the trial, arbitration or appellate level.

34.3 Successors. This Lease will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, and the respective successor governing boards of Lessor, Lessee and Guarantor.

34.4 Cooperation. The parties agree to pursue and perform with all due diligence all acts, applications, authorizations and consents necessary or convenient to the fulfillment of the terms, covenants, conditions and provisions of this Lease, and to execute any and all documents incident thereto.

34.5 Entire Agreement; Amendment. This Lease contains the entire agreement of Lessor, Lessee and Guarantor with respect to the subject matter hereof, and no other agreement, proposal, bid, response, statement or promise made by any party, or to any employee, officer or agent of any party, whether oral or written, which is not contained herein will be binding or valid. No amendment or modification of this Lease will be binding on the parties unless it is in writing and executed by each of Lessor, Lessee and Guarantor.

34.6 Severability. Each and every provision of this Lease is severable from each other provision. If any provision is determined to be invalid or in violation of any applicable law or regulation, the same may be amended to the extent needed to comply therewith and the existence of such invalid provision or violation will not in any manner affect or invalidate any other provision of this Lease.

34.7 Interpretation. In this Lease, unless the context otherwise requires: (a) references to "Articles" and "Sections" are to the Articles or Sections of this Lease, and references to "Schedules" are to the Schedules annexed hereto and made a part hereof; (b) references to any party to this Lease includes references to its respective successors and permitted assigns; (c) references to a judgment includes references to any order, writ, injunction, decree, determination or award of any court or tribunal; (d) references to a person or entity includes references to any individual, company, body

corporate, association, partnership, firm, joint venture, trust or governmental agency; (e) any of the terms defined herein may, unless the context requires otherwise, be used in the singular or the plural depending on the reference; (f) the masculine pronoun includes the feminine and the neuter, as appropriate in the context; (g) with respect to any matter or thing, the terms "including" or "includes" mean including but not limited to such matter or thing; and (h) references to Lessor's "knowledge after due inquiry" means Lessor's knowledge after due inquiry of the Chief Executive Director of the Hospital. The divisions of this Lease into articles, sections and subsections and the use of captions and headings in connection therewith are solely for convenience and will have no legal effect in construing the provisions of this Lease.

34.8 Multiple Originals. This Lease may be executed in several counterparts, each of which will be deemed to be an original.

34.9 Applicable Law. This Lease will be governed by and construed in accordance with the laws of the State of Mississippi without reference to its principles of conflict of laws.

34.10 Memorandum of Lease. The parties agree to execute a short form Memorandum of Lease in recordable form which either party may record in the office of the Coahoma County Clerk.

In Witness Whereof, the undersigned have executed this Lease on the date first above written.

Attest:

Lessor:

Coahoma County, Mississippi, acting through
the Coahoma County Board of Supervisors

Waynes D. Orr

By: Jim L. Harrison
Its:

Attest:

Lessee:

Clarksdale HMA, Inc.

Robert E. Smith
Secretary

By: Edward P. Hillman
Its: EVP

Attest:

Robt E. Smith
Secretary

Guarantor:

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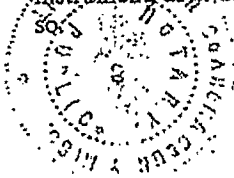
Health Management Associates, Inc.

By: Earl R. Holland
Its: EVP

STATE OF MISSISSIPPI
COUNTY OF COAHOMA

BOOK 0719 PAGE 174

Personally appeared before me, the undersigned authority in and for the said County and State, on this 28 day of December, 1995, within my jurisdiction, the within named Dean Hunter and Wayne Orr, who acknowledged that they are the President and Clerk, respectively, of the Coahoma County Board of Supervisors, a corporate body politic, and that for and on behalf of the said corporate body politic, and as its act and deed they executed the above said foregoing instrument, after first having been duly authorized by said corporate body politic to do



Linda K. Smith (NOTARY PUBLIC)

My commission expires:

Notary Public State of Mississippi At Large
My Commission Expires: January 12, 2000
BONDED THRU HEIDEN-MARCHETTI, INC.

(Affix official seal, if applicable)

STATE OF MISSISSIPPI
COUNTY OF COAHOMA

Personally appeared before me, the undersigned authority in and for the said County and State, on this 28 day of December, 1995, within my jurisdiction, the within named Earl P. Holled and Robb L. Smith, who acknowledged that they are the Exec. V.P. and Secretary, respectively, of Clarksdale HMA, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above said foregoing instrument, after first having been duly authorized by said corporation to do so.



Jane D. Baker (NOTARY PUBLIC)

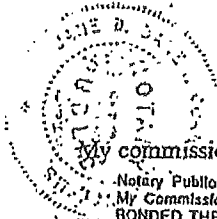
My commission expires:

Notary Public State of Mississippi At Large
My Commission Expires: January 12, 2000
BONDED THRU HEIDEN-MARCHETTI, INC.

(Affix official seal, if applicable)

STATE OF MISSISSIPPI
COUNTY OF COAHOMA

Personally appeared before me, the undersigned authority in and for the said County and State, on this 28th day of December, 1995, within my jurisdiction, the within named Earl P. Holland and Robb L. Smith, who acknowledged that they are the Exec. V.P. and Secretary, respectively, of Health Management Associates, Inc., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above said foregoing instrument, after first having been duly authorized by said corporation to do so.



Jane L. Baker (NOTARY PUBLIC)

My commission expires:

Notary Public State of Mississippi At Large
My Commission Expires: January 12, 2000
BONDED THRU HEIDEN MARCHETTI, INC.

(Affix official seal, if applicable)

TABLE OF SCHEDULES

Schedule 1.1(b)	Assumed Liabilities: Current Liabilities
Schedule 1.1(c)	Assumed Liabilities: Notes Payable
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Schedule 1.2	Closing Balance Sheet
Schedule 1.4	Contracts
Schedule 1.5	Excluded Assets
Schedule 1.11	Permitted Encumbrances
Schedule 1.12	Real Property
Schedule 3.3	Lessee's Employee Handbook
Schedule 9.5	Financial Statement Matters
Schedule 9.6	Additional Material Liabilities
Schedule 9.8	Medicare Participation; Accreditation
Schedule 9.9	Regulatory Compliance
Schedule 9.12	Insurance
Schedule 9.14	Employee Relations
Schedule 9.15	Litigation or Proceedings
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Schedule 13.1	Lessor's Equipment
Schedule 30.1	Form of Annual Report
Schedule 30.9	Educational Affiliations

Schedule 1.12

Real Property

DESCRIPTION OF HOSPITAL LOT

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence

North 89°14'00" East along the North line of said Southwest Quarter, 45 feet to a point; thence

South, 30 feet to a point on the South right-of-way of Hospital Drive, said point being the POINT OF BEGINNING of the land herein described; thence

North 89°14'00" East along the South right-of-way of said Hospital Drive, 1100.5 feet to a point on the West right-of-way of Ohio Street; thence

South along the West right-of-way of said Ohio Street, 654.06 feet to a point on the North right-of-way of Cheryl Street; thence

North 89°46'00" West along the North right-of-way of Cheryl Street, 891.71 feet to a point; thence

South 89°14'00" West along the North right-of-way of said Cheryl Street, 208.72 feet to a point on the East right-of-way of Ritchie Street; thence

North along the East right-of-way of said Ritchie Street, 638.50 feet to the POINT OF BEGINNING, containing 16.28 acres and all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

DESCRIPTION OF COLLECTION DEPARTMENT LOTS

Lots 1 through 10, both inclusive, Block 1, Barnes Subdivision, City of Clarksdale, Mississippi, as the same is designated and described on a map or plat of said subdivision on file in the Office of the clerk of the Chancery Court of Coahoma County, Mississippi.

JK NIK7400

DESCRIPTION PART OF SCHOOL LOT

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence

South along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.5 feet to a point; thence

North 89°14' East, 253.72 feet to the POINT OF BEGINNING of the land herein described; thence

South 77°35' East along the South line of the original Cheryl Street before abandonment, 253.0 feet to a point on the West side of an alley; thence

South along said alley West line, 151.01 feet to a point; thence

South 89°14' West, 247.08 feet to a point, said point being the Southeast corner of the Barr lot; thence

North along the East line of said Barr lot, 208.72 feet to the POINT OF BEGINNING, containing 1.02 acres and all being in the Subdivision of Clarksdale Municipal Airport Property as it appears in Plat Book 5 at page 20 of record in the Chancery Clerk's Office of Coahoma County, Mississippi, said subdivision being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

DESCRIPTION OF ABANDONED PART OF CHERYL STREET

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence

South along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.5 feet to a point; thence

North 89°14' East, 253.72 feet to the POINT OF BEGINNING of the land herein described; thence

South 77°35' East along the South line of the original Cheryl Street before abandonment, 253.0 feet to a point on the West side of an alley; thence

North along the West side of said alley, 53.39 feet to a point on the South right-of-way of existing Cheryl Street after abandonment; thence

JK NIK7400

North 89°46' West along the South line of said existing Cheryl Street, 247.06 feet to the POINT OF BEGINNING, containing 0.15 acre and all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

DESCRIPTION OF GARST PROPERTY

Commencing at the Southeast corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi, said point being a stone; thence

North along the East line of said Southwest Quarter, 1920.2 feet to a point; thence

West, 523.6 feet to the POINT OF BEGINNING of the land herein described; thence

West along a line being the extension of the centerline of Cheryl Street, 625 feet to a point on the East right-of-way of Ohio Street; thence

North along the East right-of-way of said Ohio Street, 892.59 feet to a point in the center of a drainage ditch; thence

South 82°08' East along the center of said ditch, 630.94 feet to a point; thence

South, 806.17 feet to the POINT OF BEGINNING, containing 12.18 acres and all being in the West Half of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

DESCRIPTION OF TRACT FOR HELIPORT

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence

South along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.5 feet to a point; thence

North 89 degrees 14 minutes East along the South line of Cheryl Street, 253.72 feet to a point; thence

South 89 degrees 46 minutes East along South line of Cheryl Street, 332.99 feet to the POINT OF BEGINNING of the tract herein described; thence

South, 95 feet to a point; thence

South 89 degrees 46 minutes East, 121.36 feet to a point; thence

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North, 95 feet to a point on the South line of said Cheryl Street; thence

North 89 degrees 46 minutes West along the South line of said Cheryl Street, 121.36 feet to the POINT OF BEGINNING, containing 0.26 acres and all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

RECORD Filed for Record 12-29, 1995 AM 2:32 P.M.
 C&F Record 12-29, 1995
 ABST. pd WAYNE ORR, Chancery Clerk
 By *[Signature]* Sec. 19, Co. C.

JK NIK7400

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this, the 15th day of December 1998, by and among COAHOMA COUNTY, MISSISSIPPI, a political subdivision of the State of Mississippi, acting by and through the Board of Supervisors of Coahoma County, Mississippi (the "Lessor"), CLARKSDALE HMA, INC., a Mississippi corporation (the "Lessee"), and HEALTH MANAGEMENT ASSOCIATES, INC., a Delaware corporation (the "Guarantor").

WITNESSETH:

WHEREAS, the parties entered into that certain Lease Agreement dated as of December 28, 1995 (the "Lease") which Lease is recorded in Book 719 at Page 127 of the Land Deed Records of Coahoma County, Mississippi, maintained in the Office of the Chancery Clerk of Coahoma County, Mississippi, at Clarksdale (capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed in the Lease); and

WHEREAS, pursuant to the terms of the Lease, the Lessee has recruited and relocated to Clarksdale and Coahoma County, Mississippi, additional physicians and surgeons for the purpose of enhancing the health and hospital care available to the citizens of the area served by the Hospital, and as a consequence it is now necessary to make superior office accommodations providing ease of entry from such office accommodations to the Hospital available to physicians and surgeons who are now or will in the future be practicing their professions through the Hospital; and

WHEREAS, pursuant to the terms of the Lease, the Lessee has the right to construct certain additional facilities on any part of the Premises, and the Lessee desires to construct a professional office complex for physicians and surgeons and related and incidental activities (the "MOB") upon that part of the Premises more particularly described on Exhibit "A" hereto, conditioned upon the amendment of the Lease (i) to extend the Lease Term in respect to the Premises for an additional period of ten (10) years (the "Extended Term") for the same annual rental during each such year thereof as is required by Section 5.2 of the Lease during the Lease Term; (ii) to provide that no other or additional rental shall be charged by the Lessor to the Lessee during the Extended Term; and (iii) as otherwise provided pursuant to the terms and conditions of this Amendment; and

WHEREAS, pursuant to the provisions of Senate Bill No. 2419 (Local and Private Legislation), adopted by the 1998 Regular Session of the Mississippi Legislature and signed into law by the Governor of the State of Mississippi, the Lessor has been authorized and empowered, in its discretion, to extend, renew or otherwise provide for up to twenty (20) additional years in regard to the current term of the Lease for all or any part of the Premises and/or Improvements thereon, according to such terms and conditions as set by the Lessor; and

WHEREAS, the Lessor has determined that it is in the best interests of the citizens of the area served by the Hospital and an enhancement to the public health and general welfare of such citizens that the Lessee construct the MOB and that the Lease be amended to provide for the Extended Term as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the agreement of the Lessee to construct the MOB upon the Premises, and as an inducement to the Lessee to do so, and for other good and valuable

consideration passing between the parties, the receipt and sufficiency of all of which is hereby acknowledged, the parties agree as follows:

1. **Amendment of Lease.** Notwithstanding anything to the contrary contained therein, the Lease is hereby amended as follows, to-wit:

(a) **Construction of MOB; Use of the MOB.** The Lessee shall construct upon the Premises the MOB containing approximately 44,652 square feet of floor space, pursuant to plans and specifications determined by the Lessee in its sole discretion to be adequate and necessary for its intended use. Upon completion of construction of the MOB Lessee shall provide Lessor with a copy of the plans and specifications of the MOB as constructed. The Lessee shall have the right to use, operate, modify and enlarge the Improvements constituting the MOB and to sublet such Improvements to physicians and surgeons and other persons engaged in related and incidental activities upon such terms and conditions as the Lessee in its sole discretion deems satisfactory.

(b) **Extended Term.** The term of the Lease is hereby extended for an additional ten (10) years, to and including December 31, 2035, with the original Lease Term being hereinafter referred to as the primary Lease Term and such additional ten year period being the Extended Term.

(c) **Rental During Lease Term and Extended Term.** In consideration for the construction of the MOB by the Lessee, no additional annual rental shall be charged during the primary Lease Term in respect to that part of the Premises occupied by the MOB and the annual rental due under Section 5.2 of the Lease for the Extended Term in respect to the Premises shall be fixed at the same annual sum of \$500,000.00 for each year during the Extended Term. Other than the annual rental required under Section 5.2 of the Lease for the Extended Term, Lessee shall not be required to pay other rental during the Extended Term of the Lease, other than additional rental, if any, required pursuant to Section 5.6 of the Lease. The cost of construction of the MOB shall be considered as a part of the additional rent required to be paid by Lessee pursuant to Section 5.3 of the Lease, and when the MOB is completed and ready for occupancy, Lessee shall furnish to the Lessor a statement in respect of the cost of the MOB which shall be considered in the calculations to determine when Lessee shall have met its obligations under Section 5.3.

(d) **Insurance in Respect to MOB.** During the primary Lease Term and the Extended Term, Lessee shall have the same obligations in respect to the MOB regarding the provision of insurance coverage as required by Article 14 of the Lease, provided that such insurance can be reasonably obtained by Lessee at a reasonable cost.

(e) **Surrender of MOB.** Notwithstanding anything to the contrary contained in Article 25 of the Lease, upon the expiration or termination of the Lease, as amended, howsoever effected, Lessee will forthwith surrender the MOB to Lessor, free and clear of all claims, liens, security interests and other encumbrances (except those existing on the Lease Commencement Date or subsequently created by or with the permission of the Lessor, including, without limitation the subleases in respect of the MOB to be created in the future), and in good working order and condition, ordinary wear and tear excepted. To the extent that Lessor does not exercise Lessor's purchase option in respect of Lessee's Equipment utilized in connection with the MOB as described in Section 13.2 of the Lease, Lessee may remove Lessee's Equipment from the MOB upon the expiration or termination of the Lease, as amended; provided, however, that Lessee will be responsible for and will immediately repair any damage to the MOB caused by the removal of Lessee's Equipment.

(f) **Eminent Domain In Respect to MOB.** In addition to the rights of the parties in the event of a taking by eminent domain in respect to the Leased Assets during the primary Lease Term or the Extended Term, if during the primary Lease Term or the Extended Term the entire MOB, or such part thereof as renders the remaining portion unsuitable, in the sole judgment of Lessee, for use for its intended purpose as the MOB, with adequate parking area and vehicular and pedestrian access to the MOB, is acquired by governmental or quasi-governmental authority by the exercise of the power of eminent domain, then upon written notice of Lessee's election so to do, given by Lessee to Lessor within thirty (30) days after receipt by Lessee of notice from Lessor that proceedings or negotiations with respect to such acquisition have begun, the Lease will terminate for all purposes (except enforcement of rights then accrued) at the time possession must be surrendered to such authority. The amount of the award will be divided between Lessor and Lessee as their respective interests may appear. For the purposes of division of interests between the Lessor and the Lessee of any award, the Lessor shall be entitled to that percentage of the award which is equal to the number of years Lessee occupied the MOB divided by thirty-eight (38), being the aggregate number of years remaining in the primary Lease Term and the Extended Term.

(g) **Right of First Refusal in Respect to MOB.** Notwithstanding anything to the contrary contained in Section 29.2 of the Lease, in the event Guarantor proposes a Disposition (as defined therein) and pursuant to Section 29.2 gives a First Refusal (as defined therein) to Lessor, then in such event, the MOB shall constitute a part of the Leased Assets, as such term is used in Section 29.2.

(h) **Management of MOB.** Notwithstanding the provisions of Article 32 of the Lease to the contrary, Lessee shall have the right to enter into any management or similar agreement in respect of the MOB at any time during the primary Lease Term or the Extended Term.

2. **Failure to Construct MOB; Termination of Amendment.** In the event Lessee fails to complete the construction of the MOB within a period of five (5) years from the date hereof, substantially in accordance with Section 1(a) hereof, then this Amendment may be terminated by Lessor by Lessor providing written notice to Lessee of termination hereof within the one hundred twenty (120) day period following the fifth year anniversary date hereof. In such event, however, the Lease as it existed prior to this Amendment will thereafter remain in full force and effect as if this amendment had never been entered into by the parties.

3. **Ratification of Lease, Etc.** Except as expressly modified and amended hereby, the Lease is in all respects ratified and confirmed by the parties hereto, and this Amendment is expressly made supplemental to and a part thereof. All terms and provisions of the Lease, as amended, shall be applicable during the Extended Term.

4. **Additional Representations and Warranties of Lessee and Guarantor.** As of the date hereof, the Lessee and Guarantor, jointly and severally, represent and warrant to the Lessor the following:

(a) **Capacity, Etc.** Lessee is a business corporation duly organized and validly existing in good standing under the laws of the State of Mississippi. Guarantor is a business corporation duly organized and validly existing in good standing under the laws of the State of Delaware. Lessee and Guarantor each has the requisite corporate power and authority to enter into this Amendment, perform its obligations hereunder, and conduct the business contemplated hereby.

(b) **Consents; Absence of Conflicts, Etc.** Lessee's and Guarantor's respective execution, delivery and performance of this Amendment and the consummation by Lessee and by Guarantor of the transactions contemplated herein: (i) are not in contravention of law or of the terms of their respective

certificates of incorporation or by-laws or any amendments thereto, and have been duly authorized by all appropriate corporate action; (ii) except as otherwise expressly provided herein, do not require any approval or consent of, or declaration or filing with, any governmental agency or authority bearing on the validity of this Amendment which is required by law or the regulations of any such agency or authority; (iii) will not violate, conflict with or constitute on the part of Lessee or Guarantor a breach of or default under any existing statute, law, rule or regulation of any governmental authority or any agreement, indenture, mortgage or lease to which Lessee or Guarantor may be subject; and (iv) will not violate any judgment of any court or governmental authority to which Lessee or Guarantor may be subject.

(c) **Binding Effect.** This Amendment is and will constitute the valid and legally obligation of Lessee and of Guarantor, and is and will be enforceable against Lessee and Guarantor in accordance with the terms hereof, except as validity or enforceability against Lessee or Guarantor may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

5. **Additional Representations and Warranties of Lessor.** As of the date hereof, the Lessor represents and warrants to the Lessee the following:

(a) **Capacity, Etc.** Lessor is a political subdivision of the State of Mississippi and is validly existing under the laws of the State of Mississippi. Lessor has the requisite power and authority to enter into this Amendment, perform its obligations hereunder, and conduct its business as now being conducted.

(b) **Consents; Absence of Conflicts, Etc.** Lessor's execution, delivery and performance of this Amendment and the consummation by Lessor of the transactions contemplated herein: (i) are within Lessor's powers; (ii) are not in contravention of law, and have been duly authorized by all appropriate action; (iii) except as otherwise expressly provided herein, do not require any approval or consent of, or declaration or filing with, any governmental agency or authority bearing on the validity of this Amendment which is required by law or the regulations of any such agency or authority; (iv) will not violate, conflict with or constitute on the part of Lessor a breach of or default under any existing constitution, statute, law, rule or regulation of any governmental authority or any agreement to which Lessor may be subject; and (v) will not violate any judgment of any court or governmental authority to which Lessor may be subject.

(c) **Binding Effect.** This Amendment is and will constitute the valid and legally obligation of Lessor, and is and will be enforceable against Lessor in accordance with the terms hereof, except as validity or enforceability against Lessor may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

6. **Other Agreements.**

(a) **Lessor's Authority.** Lessor will deliver to Lessee simultaneously with the execution of this Amendment an opinion of counsel satisfactory to Lessee to the effect that Lessor possesses the lawful power and authority to enter into this Amendment; that by doing so it does not violate any state or local rule, regulation, statute or constitution; that it has performed any and all necessary enabling acts authorizing the execution of this Amendment and consummation of the transactions contemplated hereby; and that this Amendment has been duly executed by and on behalf of Lessor.

(b) **Lessee's and Guarantor's Authority.** Lessee will deliver to Lessor simultaneously with the execution of this Amendment an opinion of the general counsel of Guarantor to the effect that Lessee and

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Guarantor each possess the lawful power and authority to enter into this Amendment; that by doing so neither Lessee nor Guarantor violates any state, local or federal rule, regulation or statute; that Lessee's and Guarantor's execution of this Amendment and consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action; and that this Amendment has been duly executed by and on behalf of Lessee and Guarantor.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the date first above written.

COAHOMA COUNTY, MISSISSIPPI,
Acting By and Through the Board of
Supervisors of Coahoma County, Mississippi

By: Eddie C. Smith
Eddie C. Smith, President of the Board
Attest: Ed Peacock, III
Ed Peacock, III, Clerk of the Board

"Lessor"

CLARKSDALE HMA, INC.

By: Joshua Hanks
Title: President
Attest: Robert H. Perry
Title: Secretary

"Lessee"

HEALTH MANAGEMENT ASSOCIATES, INC.

By: Joshua Hanks
Title: President
Attest: Robert H. Perry
Title: Secretary

"Guarantor"

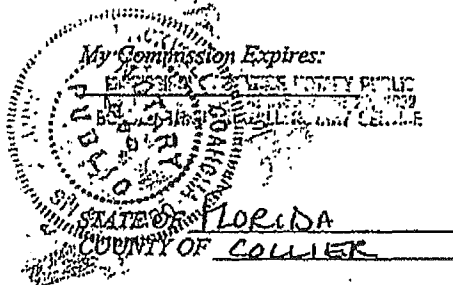
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STATE OF MISSISSIPPI
COUNTY OF COAHOMA

THIS DAY personally appeared before me, the undersigned authority within and for the state and county aforesaid, within my jurisdiction, the within named Eddie C. Smith and Ed Peacock, III, who acknowledged that they are the President and Clerk, respectively, of the Board of Supervisors of Coahoma County, Mississippi, a corporate body politic, and that for and on behalf of the said corporate body politic, and as its act and deed, they executed the above and foregoing Amendment to Lease Agreement, after first having been duly authorized by said corporate body politic so to do.

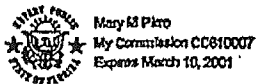
GIVEN under my hand and official seal on this, the 22 day of December, 1998.

Annette D. Blackwell
Notary Public



THIS DAY personally appeared before me, the undersigned authority within and for the state and county aforesaid, within my jurisdiction, the within named JOSEPH V. VUMBACCO and TIMOTHY R. PARRY, who acknowledged that they are the PRESIDENT and SECRETARY, respectively, of Clarksdale HMA, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, they executed the above and foregoing Amendment to Lease Agreement, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this, the 17th day of December, 1998.



Mary M. Piro
Notary Public

My Commission Expires:
3/10/01

STATE OF FLORIDA
COUNTY OF COLLIER

THIS DAY personally appeared before me, the undersigned authority within and for the state and county aforesaid, within my jurisdiction, the within named JOSEPH V. VUMBACCO and TIMOTHY R. PARRY, who acknowledged that they are the PRESIDENT and SECRETARY, respectively, of Health

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GIVEN under my hand and official seal on this, the 14th day of December, 1998.

Mary M Russo
Notary Public

My Commission Expires:

3/10/01



My M Plan
My Contribution CCB10007
Expires March 10, 2001

EXHIBIT "A"

Beginning at a point at the intersection of the West right-of-way of Ohio Street and the North right-of-way of Cheryl Street and being the POINT OF BEGINNING of the land herein described; thence North along the West right-of-way of Ohio Street, a distance of 654.07 feet to a point, said point being the intersection of the West right-of-way of Ohio Street and the South right-of-way of Hospital Drive; thence South 89 degrees 14 minutes West along the South right-of-way of Hospital Drive, a distance of 290.17 feet to a point; thence South, a distance of 157.03 feet to a point; thence East, a distance of 18.29 feet to a point; thence South, a distance of 32.52 feet to a point; thence East, a distance of 192.65 feet to a point; thence South, a distance of 133.42 feet to a point; thence West a distance of 30.71 feet to a point; thence South, a distance of 18.83 feet to a point; thence West, a distance of 75.05 feet to a point; thence North, a distance of 14.42 feet to a point; thence West, a distance of 7.66 feet to a point; thence South a distance of 179.58 feet to a point; thence East, a distance of 6.93 feet to a point; thence South, a distance of 26.31 feet to a point; thence West a distance of 36.45 feet to a point; thence North, a distance of 25.64 feet to a point; thence West, a distance of 5.00 feet to a point; thence South, a distance of 148.58 feet to a point on the North right-of-way of Cheryl Street; thence North 89 degrees 14 minutes East along the North right-of-way of Cheryl Street, a distance of 227.71 feet to the POINT OF BEGINNING and containing 3.03 acres and all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

RECORD 6- Filed for Record Dec. 22, 1998 at 4:30 p.m.
C&F _____ Record Dec. 28, 1998
ABST 6- _____ Ed Peacock III, Chancery Clerk
2- _____ By P. C. [Signature], D.C.

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AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this, the 13th day of December 1998, by and among COAHOMA COUNTY, MISSISSIPPI, a political subdivision of the State of Mississippi, acting by and through the Board of Supervisors of Coahoma County, Mississippi (the "Lessor"), CLARKSDALE HMA, INC., a Mississippi corporation (the "Lessee"), and HEALTH MANAGEMENT ASSOCIATES, INC., a Delaware corporation (the "Guarantor").

WITNESSETH:

WHEREAS, the parties entered into that certain Lease Agreement dated as of December 28, 1995 (the "Lease") which Lease is recorded in Book 719 at Page 127 of the Land Deed Records of Coahoma County, Mississippi, maintained in the Office of the Chancery Clerk of Coahoma County, Mississippi, at Clarksdale (capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed in the Lease); and

WHEREAS, pursuant to the terms of the Lease, the Lessee has recruited and relocated to Clarksdale and Coahoma County, Mississippi, additional physicians and surgeons for the purpose of enhancing the health and hospital care available to the citizens of the area served by the Hospital, and as a consequence the need now exists to make superior office accommodations providing ease of entry from such office accommodations to the Hospital available to physicians and surgeons who are now or will in the future be practicing their professions through the Hospital; and

WHEREAS, pursuant to the terms of the Lease, the Lessee has the right to construct certain additional facilities on any part of the Premises, and the Lessee desires to construct a professional office complex for physicians and surgeons and related and incidental activities (the "MOB") upon that part of the Premises more particularly described on Exhibit "A" hereto, conditioned upon the amendment of the Lease (i) to extend the Lease Term in respect to the Premises for an additional period of ten (10) years (the "Extended Term") for the same annual rental during each such year thereof as is required by Section 5.2 of the Lease during the Lease Term; (ii) to provide that no other or additional rental shall be charged by the Lessor to the Lessee during the Extended Term; and (iii) as otherwise provided pursuant to the terms and conditions of this Amendment; and

WHEREAS, pursuant to the provisions of Senate Bill No. 2419 (Local and Private Legislation), adopted by the 1998 Regular Session of the Mississippi Legislature and signed into law by the Governor of the State of Mississippi, the Lessor has been authorized and empowered, in its discretion, to extend, renew or otherwise provide for up to twenty (20) additional years in regard to the current term of the Lease for all or any part of the Premises and/or Improvements thereon, according to such terms and conditions as set by the Lessor; and

WHEREAS, the Lessor has determined that it is in the best interests of the citizens of the area served by the Hospital and an enhancement to the public health and general welfare of such citizens that the Lessee construct the MOB and that the Lease be amended to provide for the Extended Term as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the agreement of the Lessee to construct the MOB upon the Premises, and as an inducement to the Lessee to do so, and for other good and valuable

consideration passing between the parties, the receipt and sufficiency of all of which is hereby acknowledged, the parties agree as follows:

1. **Amendment of Lease.** Notwithstanding anything to the contrary contained therein, the Lease is hereby amended as follows, to-wit:

(a) **Construction of MOB; Use of the MOB.** The Lessee shall construct upon the Premises the MOB containing approximately 44,652 square feet of floor space, pursuant to plans and specifications determined by the Lessee in its sole discretion to be adequate and necessary for its intended use. Upon completion of construction of the MOB Lessee shall provide Lessor with a copy of the plans and specifications of the MOB as constructed. The Lessee shall have the right to use, operate, modify and enlarge the Improvements constituting the MOB and to sublet such Improvements to physicians and surgeons and other persons engaged in related and incidental activities upon such terms and conditions as the Lessee in its sole discretion deems satisfactory.

(b) **Extended Term.** The term of the Lease is hereby extended for an additional ten (10) years, to and including December 31, 2035, with the original Lease Term being hereinafter referred to as the primary Lease Term and such additional ten year period being the Extended Term.

(c) **Rental During Lease Term and Extended Term.** In consideration for the construction of the MOB by the Lessee, no additional annual rental shall be charged during the primary Lease Term in respect to that part of the Premises occupied by the MOB and the annual rental due under Section 5.2 of the Lease for the Extended Term in respect to the Premises shall be fixed at the same annual sum of \$500,000.00 for each year during the Extended Term. Other than the annual rental required under Section 5.2 of the Lease for the Extended Term, Lessee shall not be required to pay other rental during the Extended Term of the Lease, other than additional rental, if any, required pursuant to Section 5.6 of the Lease.. The cost of construction of the MOB shall be considered as a part of the additional rent required to be paid by Lessee pursuant to Section 5.3 of the Lease, and when the MOB is completed and ready for occupancy, Lessee shall furnish to the Lessor a statement in respect of the cost of the MOB which shall be considered in the calculations to determine when Lessee shall have met its obligations under Section 5.3.

(d) **Insurance in Respect to MOB.** During the primary Lease Term and the Extended Term, Lessee shall have the same obligations in respect to the MOB regarding the provision of insurance coverage as required by Article 14 of the Lease, provided that such insurance can be reasonably obtained by Lessee at a reasonable cost.

(e) **Surrender of MOB.** Notwithstanding anything to the contrary contained in Article 25 of the Lease, upon the expiration or termination of the Lease, as amended, howsoever effected, Lessee will forthwith surrender the MOB to Lessor, free and clear of all claims, liens, security interests and other encumbrances (except those existing on the Lease Commencement Date or subsequently created by or with the permission of the Lessor, including, without limitation the subleases in respect of the MOB to be created in the future), and in good working order and condition, ordinary wear and tear excepted. To the extent that Lessor does not exercise Lessor's purchase option in respect of Lessee's Equipment utilized in connection with the MOB as described in Section 13.2 of the Lease, Lessee may remove Lessee's Equipment from the MOB upon the expiration or termination of the Lease, as amended; provided, however, that Lessee will be responsible for and will immediately repair any damage to the MOB caused by the removal of Lessee's Equipment.

(f) **Eminent Domain In Respect to MOB.** In addition to the rights of the parties in the event of a taking by eminent domain in respect to the Leased Assets during the primary Lease Term or the Extended Term, if during the primary Lease Term or the Extended Term the entire MOB, or such part thereof as renders the remaining portion unsuitable, in the sole judgment of Lessee, for use for its intended purpose as the MOB, with adequate parking area and vehicular and pedestrian access to the MOB, is acquired by governmental or quasi-governmental authority by the exercise of the power of eminent domain, then upon written notice of Lessee's election so to do, given by Lessee to Lessor within thirty (30) days after receipt by Lessee of notice from Lessor that proceedings or negotiations with respect to such acquisition have begun, the Lease will terminate for all purposes (except enforcement of rights then accrued) at the time possession must be surrendered to such authority. The amount of the award will be divided between Lessor and Lessee as their respective interests may appear. For the purposes of division of interests between the Lessor and the Lessee of any award, the Lessor shall be entitled to that percentage of the award which is equal to the number of years Lessee occupied the MOB divided by thirty-eight (38), being the aggregate number of years remaining in the primary Lease Term and the Extended Term.

(g) **Right of First Refusal in Respect to MOB.** Notwithstanding anything to the contrary contained in Section 29.2 of the Lease, in the event Guarantor proposes a Disposition (as defined therein) and pursuant to Section 29.2 gives a First Refusal (as defined therein) to Lessor, then in such event, the MOB shall constitute a part of the Leased Assets, as such term is used in Section 29.2.

(h) **Management of MOB.** Notwithstanding the provisions of Article 32 of the Lease to the contrary, Lessee shall have the right to enter into any management or similar agreement in respect of the MOB at any time during the primary Lease Term or the Extended Term.

2. **Failure to Construct MOB; Termination of Amendment.** In the event Lessee fails to complete the construction of the MOB within a period of five (5) years from the date hereof, substantially in accordance with Section 1(a) hereof, then this Amendment may be terminated by Lessor by Lessor providing written notice to Lessee of termination hereof within the one hundred twenty (120) day period following the fifth year anniversary date hereof. In such event, however, the Lease as it existed prior to this Amendment will thereafter remain in full force and effect as if this amendment had never been entered into by the parties.

3. **Ratification of Lease, Etc.** Except as expressly modified and amended hereby, the Lease is in all respects ratified and confirmed by the parties hereto, and this Amendment is expressly made supplemental to and a part thereof. All terms and provisions of the Lease, as amended, shall be applicable during the Extended Term.

4. **Additional Representations and Warranties of Lessee and Guarantor.** As of the date hereof, the Lessee and Guarantor, jointly and severally, represent and warrant to the Lessor the following:

(a) **Capacity, Etc.** Lessee is a business corporation duly organized and validly existing in good standing under the laws of the State of Mississippi. Guarantor is a business corporation duly organized and validly existing in good standing under the laws of the State of Delaware. Lessee and Guarantor each has the requisite corporate power and authority to enter into this Amendment, perform its obligations hereunder, and conduct the business contemplated hereby.

(b) **Consents; Absence of Conflicts, Etc.** Lessee's and Guarantor's respective execution, delivery and performance of this Amendment and the consummation by Lessee and by Guarantor of the transactions contemplated herein: (i) are not in contravention of law or of the terms of their respective

certificates of incorporation or by-laws or any amendments thereto, and have been duly authorized by all appropriate corporate action; (ii) except as otherwise expressly provided herein, do not require any approval or consent of, or declaration or filing with, any governmental agency or authority bearing on the validity of this Amendment which is required by law or the regulations of any such agency or authority; (iii) will not violate, conflict with or constitute on the part of Lessee or Guarantor a breach of or default under any existing statute, law, rule or regulation of any governmental authority or any agreement, indenture, mortgage or lease to which Lessee or Guarantor may be subject; and (iv) will not violate any judgment of any court or governmental authority to which Lessee or Guarantor may be subject.

(c) **Binding Effect.** This Amendment is and will constitute the valid and legally obligation of Lessee and of Guarantor, and is and will be enforceable against Lessee and Guarantor in accordance with the terms hereof, except as validity or enforceability against Lessee or Guarantor may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

5. **Additional Representations and Warranties of Lessor.** As of the date hereof, the Lessor represents and warrants to the Lessee the following:

(a) **Capacity, Etc.** Lessor is a political subdivision of the State of Mississippi and is validly existing under the laws of the State of Mississippi. Lessor has the requisite power and authority to enter into this Amendment, perform its obligations hereunder, and conduct its business as now being conducted.

(b) **Consents; Absence of Conflicts, Etc.** Lessor's execution, delivery and performance of this Amendment and the consummation by Lessor of the transactions contemplated herein: (i) are within Lessor's powers; (ii) are not in contravention of law, and have been duly authorized by all appropriate action; (iii) except as otherwise expressly provided herein, do not require any approval or consent of, or declaration or filing with, any governmental agency or authority bearing on the validity of this Amendment which is required by law or the regulations of any such agency or authority; (iv) will not violate, conflict with or constitute on the part of Lessor a breach of or default under any existing constitution, statute, law, rule or regulation of any governmental authority or any agreement to which Lessor may be subject; and (v) will not violate any judgment of any court or governmental authority to which Lessor may be subject.

(c) **Binding Effect.** This Amendment is and will constitute the valid and legally obligation of Lessor, and is and will be enforceable against Lessor in accordance with the terms hereof, except as validity or enforceability against Lessor may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

6. **Other Agreements.**

(a) **Lessor's Authority.** Lessor will deliver to Lessee simultaneously with the execution of this Amendment an opinion of counsel satisfactory to Lessee to the effect that Lessor possesses the lawful power and authority to enter into this Amendment; that by doing so it does not violate any state or local rule, regulation, statute or constitution; that it has performed any and all necessary enabling acts authorizing the execution of this Amendment and consummation of the transactions contemplated hereby; and that this Amendment has been duly executed by and on behalf of Lessor.

(b) **Lessee's and Guarantor's Authority.** Lessee will deliver to Lessor simultaneously with the execution of this Amendment an opinion of the general counsel of Guarantor to the effect that Lessee and

Guarantor each possess the lawful power and authority to enter into this Amendment; that by doing so neither Lessee nor Guarantor violates any state, local or federal rule, regulation or statute; that Lessee's and Guarantor's execution of this Amendment and consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action; and that this Amendment has been duly executed by and on behalf of Lessee and Guarantor.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the date first above written.

COAHOMA COUNTY, MISSISSIPPI,
Acting By and Through the Board of
Supervisors of Coahoma County, Mississippi

By: Eddie C. Smith
Eddie C. Smith, President of the Board
Attest: Ed Peacock
Ed Peacock, III, Clerk of the Board

"Lessor"

CLARKSDALE HMA, INC.

By: [Signature]
Title: President
Attest: Teddy R. Pany
Title: Secretary

"Lessee"

HEALTH MANAGEMENT ASSOCIATES, INC.

By: [Signature]
Title: President
Attest: Teddy R. Pany
Title: Secretary

"Guarantor"

STATE OF MISSISSIPPI
COUNTY OF COAHOMA

THIS DAY personally appeared before me, the undersigned authority within and for the state and county aforesaid, within my jurisdiction, the within named Eddie C. Smith and Ed Peacock, III, who acknowledged that they are the President and Clerk, respectively, of the Board of Supervisors of Coahoma County, Mississippi, a corporate body politic, and that for and on behalf of the said corporate body politic, and as its act and deed, they executed the above and foregoing Amendment to Lease Agreement, after first having been duly authorized by said corporate body politic so to do.

GIVEN under my hand and official seal on this, the 22 day of December, 1998.

Annette D. Blackwell
Notary Public

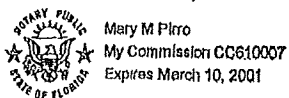
My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 20, 1999
BONDED THRU STEGALL NOTARY SERVICE

STATE OF FLORIDA
COUNTY OF COLLIER

THIS DAY personally appeared before me, the undersigned authority within and for the state and county aforesaid, within my jurisdiction, the within named JOSEPH V. VUMBACCO and TIMOTHY R. PARRY, who acknowledged that they are the PRESIDENT and SECRETARY, respectively, of Clarksdale HMA, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, they executed the above and foregoing Amendment to Lease Agreement, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this, the 17th day of December, 1998.



Mary M Piro
Notary Public

My Commission Expires:

3/10/01

STATE OF FLORIDA
COUNTY OF COLLIER

THIS DAY personally appeared before me, the undersigned authority within and for the state and county aforesaid, within my jurisdiction, the within named JOSEPH V. VUMBACCO and TIMOTHY R. PARRY, who acknowledged that they are the PRESIDENT and SECRETARY, respectively, of Health

Management Associates, Inc., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed, they executed the above and foregoing Amendment to Lease Agreement, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this, the 17th day of December, 1998.

Mary M Piro
Notary Public

My Commission Expires:

3/10/01



Mary M Piro
My Commission CC810007
Expires March 10, 2001

EXHIBIT "A"

Beginning at a point at the intersection of the West right-of-way of Ohio Street and the North right-of-way of Cheryl Street and being the POINT OF BEGINNING of the land herein described; thence North along the West right-of-way of Ohio Street, a distance of 654.07 feet to a point, said point being the intersection of the West right-of-way of Ohio Street and the South right-of-way of Hospital Drive; thence South 89 degrees 14 minutes West along the South right-of-way of Hospital Drive, a distance of 290.17 feet to a point; thence South, a distance of 157.03 feet to a point; thence East, a distance of 18.29 feet to a point; thence South, a distance of 32.52 feet to a point; thence East, a distance of 192.65 feet to a point; thence South, a distance of 133.42 feet to a point; thence West a distance of 30.71 feet to a point; thence South, a distance of 18.83 feet to a point; thence West, a distance of 75.05 feet to a point; thence North, a distance of 14.42 feet to a point; thence West, a distance of 7.66 feet to a point; thence South a distance of 179.58 feet to a point; thence East, a distance of 6.93 feet to a point; thence South, a distance of 26.31 feet to a point; thence West a distance of 36.45 feet to a point; thence North, a distance of 25.64 feet to a point; thence West, a distance of 5.00 feet to a point; thence South, a distance of 148.58 feet to a point on the North right-of-way of Cheryl Street; thence North 89 degrees 14 minutes East along the North right-of-way of Cheryl Street, a distance of 227.71 feet to the POINT OF BEGINNING and containing 3.03 acres and all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

h:\users\karen\98274\amend.2

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Bradley Arant Boult Cummings LLP
Attn: Stephen T. Braun and Rob Clement (MS Bar # 6294)
1600 Division Street, Suite 700
Nashville, TN 37203
615.252.2300

**REVIEW FOR COMPLIANCE WITH
MISSISSIPPI RECORDING STATUTE
ONLY BY:**

Baker, Donelson, Bearman, Caldwell and Berkowitz, P.C.
Attn: William S. Mendenhall (MS Bar#2869)
One Eastover Center
100 Vision Drive, Suite 400
Jackson, Mississippi 39211
601.351.2400

Assignor's Address:
Clarksdale HMA, LLC
4000 Meridian Boulevard
Franklin, Tennessee 37067
Attention: General Counsel
615.465.7000

Assignee's Address:
Clarksdale Regional Medical Center, Inc.
1721 Midpark Road, Suite B200
Knoxville, Tennessee 37921
Attention: Chief Executive Officer
865.269.4074

Marginal notation Book 719 Page 127 and Book 771 Page 185

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Agreement") is made and entered into effective as of November 1, 2017 (the "Effective Date"), by and between CLARKSDALE HMA, LLC (D/b/a Clarksdale HMA, Inc.), a Mississippi limited liability company ("Assignor"), and CLARKSDALE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("Assignee").

RECITALS:

A. As of the date hereof, Assignor has conveyed to Assignee certain assets owned by Assignor, as more particularly described in and as contemplated by that certain Amended and Restated Asset Purchase Agreement dated as of April 27, 2017, by and between CHS/Community Health Systems, Inc., a Delaware corporation, and Curac Health, Inc., a Tennessee nonprofit corporation (as may be amended, amended and restated, or supplemented, the "Purchase Agreement"). Any capitalized terms

used but not otherwise defined in this Agreement shall have the same meanings herein as ascribed to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's rights under that certain Lease Agreement dated December 28, 1995 (the "Original Lease"), by and among Coahoma County, Mississippi, acting through the Coahoma County Board of Supervisors, Assignor, and Health Management Associates, Inc., as amended by that certain Amendment to Lease Agreement dated December 15, 1998 (the "Amendment") (the Original Lease and the Amendment are referred to herein, collectively, as the "Hospital Lease"), which Original Lease was filed of record on December 29, 1995, in Book 719, page 127 of the land records of Coahoma County, Mississippi, and which Amendment was filed of record on December 22, 1998, in Book 771, page 185 of the land records of Coahoma County, Mississippi.

C. Pursuant to the Purchase Agreement, Assignee has agreed to assume and perform all obligations of Assignor which accrue or arise after the Effective Time under the Hospital Lease.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably grants, sells, assigns, transfers, conveys and sets over unto Assignee, its successors and assigns, all of Assignor's right, title and interest under, in and to the Hospital Lease.
2. **ASSUMPTION.** Assignee hereby accepts, as of the Effective Time, the forgoing assignment and expressly assumes and agrees to pay, perform and/or discharge all obligations of Assignor which accrue or arise after the Effective Time under the Hospital Lease, subject to the limitations contained herein and in the Purchase Agreement.
3. **EXCLUDED LIABILITIES.** The Excluded Liabilities are expressly excluded from the obligations being assumed by Assignee under this Agreement.
4. **THIRD PARTY RIGHTS.** Assignee's assumption of the Hospital Lease from Assignor, to the extent provided herein, shall not enlarge the rights of any third party under the Hospital Lease; nor shall it prevent Assignee, with respect to any party other than Assignor, from contesting or disputing any liability, or the terms and provisions of the Hospital Lease.
5. **FURTHER ASSURANCES.** Each of Assignor and Assignee agree to execute such other documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the assignment and assumption contemplated hereby.
6. **BINDING EFFECT.** This Agreement and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
7. **NO MODIFICATION OF PURCHASE AGREEMENT.** This Agreement is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions thereof and is not meant to alter, enlarge or otherwise modify the provisions of the Purchase Agreement. The parties hereto hereby recognize and confirm that their execution of this Agreement shall not discharge or otherwise modify the representations, warranties, rights, and obligations of the Assignor and Assignee under the

Purchase Agreement. This Agreement is subject and subordinate to all of the terms and provisions of the Purchase Agreement, and to the extent of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

8. **MODIFICATION.** This Agreement may be modified or supplemented only by written agreement of the parties hereto.

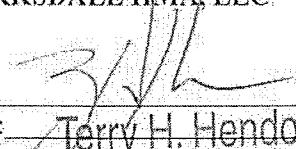
9. **EXECUTION / COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date set forth above.

ASSIGNOR:

CLARKSDALE HMA, LLC

By: 
Name: Terry H. Hendon
Title: Vice President

ASSIGNEE:

CLARKSDALE REGIONAL MEDICAL CENTER,
INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date set forth above.

ASSIGNOR:

CLARKSDALE HMA, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

CLARKSDALE REGIONAL MEDICAL CENTER,
INC.

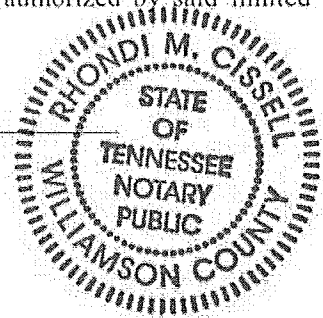
By: Steph N. Clegg
Name: Steph N. Clegg
Title: President

STATE OF Tennessee
COUNTY OF Williamson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of October, 2017, within my jurisdiction, the within named Terry H. Hendon who acknowledged to me that he/she is Vice President of CLARKSDALE HMA, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My commission expires
Monday, June 22, 2020

Rhondi M. Cissell
Notary Public



STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2017, within my jurisdiction, the within named _____, who acknowledged to me that he/she is _____ of CLARKSDALE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation, and that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Notary Public

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of October, 2017, within my jurisdiction, the within named _____, who acknowledged to me that he/she is _____ of CLARKSDALE HMA, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

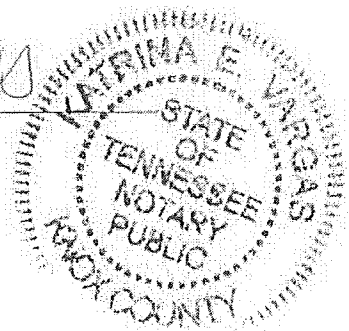
Notary Public

STATE OF Tennessee

COUNTY OF Knox

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of October, 2017, within my jurisdiction, the within named Stephen N. Clapp President, who acknowledged to me that he/she is _____ of CLARKSDALE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation, and that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Katrina E. Vargas
Notary Public



Coahoma County, MS
I certify this instrument was filed
on 11/02/2017 04:39:02 PM
and recorded in the
Deed
Book 2017 Page 4644 - 4650
Carolyn Parham, Chancery Clerk

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Bradley Arant Boult Cummings LLP
Attn: Stephen L. Braun and Rob Clement (MS Bar # 6294)
1600 Division Street, Suite 700
Nashville, TN 37203
615.252.2300

**REVIEW FOR COMPLIANCE WITH
MISSISSIPPI RECORDING STATUTE
ONLY BY:**

Baker Donelson, Bearman, Caldwell and Berkowitz, P.C.
Attn: William S. Mendenhall (MS Bar #2869)
One Eastover Center
100 Vision Drive, Suite 400
Jackson, Mississippi 39211
601.351.2400

Assignor's Address:
Clarksdale HMA, LLC
4000 Meridian Boulevard
Franklin, Tennessee 37067
Attention: General Counsel
615.465.7000

Assignee's Address:
Clarksdale Regional Medical Center, Inc.
1721 Midpark Road, Suite B200
Knoxville, Tennessee 37921
Attention: Chief Executive Officer
865.269.4074

Marginal Notations Book 719 Page 127 and Book 771 Page 185

**ASSIGNMENT AND ASSUMPTION OF
GUARANTOR'S OBLIGATIONS UNDER LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF GUARANTOR'S OBLIGATIONS UNDER LEASE (this "Agreement") is made and entered into effective as of November 1, 2017 (the "Effective Date"); by and between HEALTH MANAGEMENT ASSOCIATES, LLC, a Delaware limited liability company (successor by conversion of Health Management Associates, Inc.) ("Assignor"), and CURAE HEALTH, INC., a Tennessee nonprofit corporation ("Assignee").

RECITALS:

A. As of the date hereof, Clarksdale HMA, LLC, an Affiliate of Assignor ("Seller Entity"), has conveyed to Clarksdale Regional Medical Center, Inc., an Affiliate of Assignee ("Buyer Entity"), certain assets owned by Seller Entity, as more particularly described in and as contemplated by that certain Amended and Restated Asset Purchase Agreement dated as of April 27, 2017, by and between CHS/Community Health Systems, Inc., a Delaware corporation, and Assignee (as may be amended,

1329923.v1

amended and restated, or supplemented, the "Purchase Agreement"). Any capitalized terms used but not otherwise defined in this Agreement shall have the same meanings herein as ascribed to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Seller Entity has agreed to assign to Buyer Entity all of Seller Entity's rights under that certain Lease Agreement dated December 28, 1995 (the "Original Lease"), by and among Coahoma County, Mississippi, acting through the Coahoma County Board of Supervisors, Seller Entity, and Assignor, as amended by that certain Amendment to Lease Agreement dated December 15, 1998 (the "Amendment") (the Original Lease and the Amendment are referred to herein, collectively, as the "Hospital Lease"), which Original Lease was filed of record on December 29, 1995, in Book 719, page 127 of the land records of Coahoma County, Mississippi, and which Amendment was filed of record on December 22, 1998, in Book 771, page 185 of the land records of Coahoma County, Mississippi.

C. Assignor, as "Guarantor" under the Hospital Lease, agreed to guarantee the performance of Seller Entity's obligations under the Hospital Lease, as set forth therein.

D. Pursuant to the Purchase Agreement, and in connection with the assignment of the Hospital Lease from Seller Entity to Buyer Entity, Assignor has agreed to assign to Assignee all of Assignor's rights under the Hospital Lease, and Assignee has agreed to assume and perform all obligations of Assignor which accrue or arise after the Effective Time under the Hospital Lease.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably grants, sells, assigns, transfers, conveys and sets over unto Assignee, its successors and assigns, all of Assignor's right, title and interest under, in and to the Hospital Lease.

2. **ASSUMPTION.** Assignee hereby accepts, as of the Effective Time, the forgoing assignment and expressly assumes and agrees to pay, perform and/or discharge all obligations of Assignor which accrue or arise after the Effective Time under the Hospital Lease, subject to the limitations contained herein and in the Purchase Agreement.

3. **EXCLUDED LIABILITIES.** The Excluded Liabilities are expressly excluded from the obligations being assumed by Assignee under this Agreement.

4. **THIRD PARTY RIGHTS.** Assignee's assumption of the Hospital Lease from Assignor, to the extent provided herein, shall not enlarge the rights of any third party under the Hospital Lease; nor shall it prevent Assignee, with respect to any party other than Assignor, from contesting or disputing any liability, or the terms and provisions of the Hospital Lease.

5. **FURTHER ASSURANCES.** Each of Assignor and Assignee agree to execute such other documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the assignment and assumption contemplated hereby.

6. **BINDING EFFECT.** This Agreement and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **NO MODIFICATION OF PURCHASE AGREEMENT.** This Agreement is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions thereof and is not meant to alter, enlarge or otherwise modify the provisions of the Purchase Agreement. The parties hereto hereby recognize and confirm that their execution of this Agreement shall not discharge or otherwise modify the representations, warranties, rights, and obligations of the Assignor and Assignee under the Purchase Agreement. This Agreement is subject and subordinate to all of the terms and provisions of the Purchase Agreement, and to the extent of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

8. **MODIFICATION.** This Agreement may be modified or supplemented only by written agreement of the parties hereto.

9. **EXECUTION / COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date set forth above.

ASSIGNOR:

HEALTH MANAGEMENT ASSOCIATES, LLC

By: Martin G. Schweinhart
Name: Martin G. Schweinhart
Title: President

ASSIGNEE:

CURAE HEALTH, INC.

By: _____
Name: _____
Title: _____

Landlord's Consent to Assignment

The undersigned, Coahoma County, Mississippi, acting through the Coahoma County Board of Supervisors, a political subdivision of the State of Mississippi, as "Lessor" under the Hospital Lease, joins in this Agreement for the limited purposes of (i) consenting to the foregoing assignment of Assignor's right, title and interest under, in and to the Hospital Lease to Assignee and (ii) approving Assignee's agreement to pay, perform and/or discharge all obligations of Assignor which accrue or arise after the Effective Time under the Hospital Lease, subject to the limitations contained hereinabove and in the Purchase Agreement.

COAHOMA COUNTY, MISSISSIPPI, acting through
the Coahoma County Board of Supervisors, a political
subdivision of the State of Mississippi

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date set forth above.

ASSIGNOR:

HEALTH MANAGEMENT ASSOCIATES, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

CURAE HEALTH, INC.

By: Steph N. Clapp
Name: Steph N. Clapp
Title: President

Landlord's Consent to Assignment

The undersigned, Coahoma County, Mississippi, acting through the Coahoma County Board of Supervisors, a political subdivision of the State of Mississippi, as "Lessor" under the Hospital Lease, joins in this Agreement for the limited purposes of (i) consenting to the foregoing assignment of Assignor's right, title and interest under, in and to the Hospital Lease to Assignee and (ii) approving Assignee's agreement to pay, perform and/or discharge all obligations of Assignor which accrue or arise after the Effective Time under the Hospital Lease, subject to the limitations contained hereinabove and in the Purchase Agreement.

COAHOMA COUNTY, MISSISSIPPI, acting through the Coahoma County Board of Supervisors, a political subdivision of the State of Mississippi

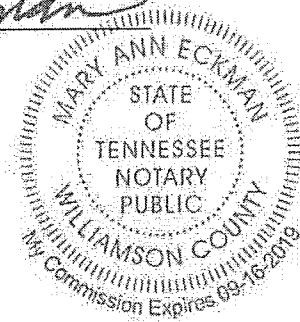
By: Paul Pearson
Name: Paul Pearson
Title: President of CCBOS

STATE OF Tennessee
COUNTY OF Williamson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of October, 2017, within my jurisdiction, the within named Martin G. Schweinhart who acknowledged to me that he/she is President of HEALTH MANAGEMENT ASSOCIATES, LLC, a Delaware limited liability company (successor by conversion of Health Management Associates, Inc.), and that for and on behalf of said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Mary Ann Eckman
Notary Public

My Commission expires:
9-16-2019
(seal)



STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2017, within my jurisdiction, the within named _____ who acknowledged to me that he/she is _____ of CURAE HEALTH, INC., a Tennessee nonprofit corporation, and that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Notary Public

My Commission expires:

(seal)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of October, 2017, within my jurisdiction, the within named _____, who acknowledged to me that he/she is _____ of HEALTH MANAGEMENT ASSOCIATES, LLC, a Delaware limited liability company (successor by conversion of Health Management Associates, Inc.), and that for and on behalf of said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Notary Public

My Commission expires:

(seal)

STATE OF Tennessee

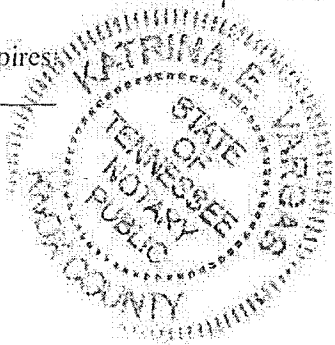
COUNTY OF KNOX

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of October, 2017, within my jurisdiction, the within named Stephen N. Clapp who acknowledged to me that he/she is President of CURAE HEALTH, INC., a Tennessee nonprofit corporation, and that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Kathleen McGehee
Notary Public

My Commission expires:

08/01/2021
(seal)



STATE OF Mississippi
COUNTY OF Coahoma

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of October, 2017, within my jurisdiction, the within named Paul Pearson, who acknowledged to me that he/~~she~~ is President of **COAHOMA COUNTY, MISSISSIPPI**, acting through the Coahoma County Board of Supervisors, a corporate body politic, and that for and on behalf of said corporate body politic, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporate body politic so to do.

Tracey H. Bailey
Notary Public

My Commission expires:

(seal)



Coahoma County, MS
I certify this instrument was filed
on 11/02/2017 04:39:03 PM
and recorded in the
Deed
Book 2017 Page 4651 - 4658
Carolyn Parham, Chancery Clerk

MIDDLE DISTRICT OF TENNESSEE

Claims Register

[3:18-bk-05665 Curae Health Inc.](#)

Judge: Charles M Walker **Chapter:** 11

Office: Nashville **Last Date to file claims:** 01/21/2019

Trustee: **Last Date to file (Govt):**

Creditor: (6825003) **Claim No:** 238 **Status:**
Health Management Associates, LLC *Original Filed* *Filed by:* CR
f/k/a Health Management *Date:* 01/18/2019 *Entered by:* PAUL G
Associates, Inc. *Original Entered* JENNINGS
c/o Paul G. Jennings/Bass, Berry & Sims *Date:* 01/18/2019 *Modified:*
150 Third Ave. S., Ste. 2800
Nashville, TN 37201

Amount claimed: \$1.00

History:

[Details](#) [238-1](#) 01/18/2019 Claim #238 filed by Health Management Associates, LLC, Amount claimed: \$1.00 (JENNINGS, PAUL)

Description: (238-1) Unsecured claim amount is unknown

Remarks:

Claims Register Summary

Case Name: Curae Health Inc.

Case Number: 3:18-bk-05665

Chapter: 11

Date Filed: 08/24/2018

Total Number Of Claims: 1

Total Amount Claimed*	\$1.00
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		