

FEB 05 2013

Rider Number: 002
Lease Agreement Number: HE070308
Lease Schedule Number: 047R
Lessee Name: Health Management Associates, Inc.
Lease Dated: July 3, 2008

Lessee shall have the option to purchase the Equipment in its physical possession and on this Lease Schedule at the end of the 42nd month of the Initial Term, in whole and not in part, on an as-is, where-is basis, for the then determined mutually-agreed price which shall not be less than \$52,522.00 (plus applicable taxes) provided that (i) an Event of Default has not occurred, (ii) Lessor has received all of the Lease Charges prior to Lessee exercising this option to purchase, and (iii) Lessor has received written notice of Lessee's election to exercise said purchase option not less than one-hundred twenty days prior to the end of the 42nd month of the Initial Term of this Lease Schedule. Lessee shall both (i) accept in writing Lessor's proposal within thirty days of Lessor's proposal, and (ii) sign and deliver all documents necessary for the sale of the Equipment no later than the last day of the Initial Term or this option shall become void.

Lessee will receive title to the Equipment free and clear of all known liens only after Lessee has performed all of its obligations associated with the Lease Agreement and Lessor has been paid all sums due or becoming due under both this purchase option and the Lease Agreement, including all lease charges and taxes.

Agreed to and Accepted:

WINTHROP RESOURCES CORPORATION
"LESSOR"

By: _____

Print Name: _____

Title: _____

Date: 2-5-13

Agreed to and Accepted:

HEALTH MANAGEMENT ASSOCIATES, INC.
"LESSEE"

By: _____

Print Name: Joseph Meek

Title: Vice President & Treasurer

Date: 2/31/13

LEASE SCHEDULE NO. 020R

(This Lease Schedule No. 020R replaces Lease Schedule No. 020)

This Lease Schedule is issued pursuant to the Lease Agreement Number HE070308 dated July 3, 2008. The terms of the Lease Agreement and the terms and conditions of Certificates of Acceptance executed pursuant to Lease Schedule 020, including Installation Dates and descriptions and serial numbers of Equipment contained therein, are a part hereof and are incorporated by reference herein.

LESSOR

Winthrop Resources Corporation
11100 Wayzata Boulevard
Suite 800
Minnetonka, MN 55305

SUPPLIER OF EQUIPMENT

McKesson

LESSEE

Health Management Associates, Inc.
5811 Pelican Bay Boulevard, Suite 500
Naples, FL 34108

LOCATION OF INSTALLATION

Gilmore Memorial Regional Medical Center

Term of Lease from Commencement Date: 48 months

Monthly Lease Charge: \$4,944.00

Anticipated Delivery and Installation: July 2011 - January 2012

Security Deposit: Upon Lessee's execution of this Lease Schedule, Lessee shall deliver a security deposit in the amount of \$4,944.00. If there is no event of default, this security deposit may be applied toward the total amounts due pursuant to this Lease Schedule.

EQUIPMENT

<u>MANUFACTURER</u>	<u>QTY</u>	<u>MACHINE/MODEL</u>	<u>EQUIPMENT DESCRIPTION (including features)</u>
SEE ATTACHMENT A			

The Monthly Lease Charge will be prorated and charged as interim rent between the date an item of equipment is accepted and the Commencement Date.

The parties agree that they may execute this Lease Schedule by fax or PDF, and that certain actions may be taken in reliance on faxed or PDF signatures. The parties therefore agree that a faxed or PDF signature hereon shall be equally valid and binding as an original signature, and the transmission of a faxed or PDF signature will have the same legal effect as physical delivery of an original signature. Any party transmitting a faxed or PDF signature will deliver the original signature to the other party as soon as practicable.

Agreed to and Accepted:**WINTHROP RESOURCES CORPORATION****"LESSOR"**By: 

Print

Name: Abigail R. Nesbitt
Title: Senior Vice President

Date: 1/27/12**Agreed to and Accepted:****HEALTH MANAGEMENT ASSOCIATES, INC.****"LESSEE"**By: 

Print

Name: Joseph C. Meek
Title: Vice President & Treasurer

Date: 1/25/12

Lease Agreement Number: HE070308

Page 1 of 3

Lease Schedule Number: 020R

ATTACHMENT A

MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
Innomed	1	3405	Anterior Femoral Condylar Retractor
Innomed	2	3720-00	S Retractor
Innomed	1	3520	Wide PCL Retractor
Innomed	1	1670-01R	Ortholucet Brown Deltoid-Small
Innomed	1	4695	Agrawal Talon Retractor
Innomed	1	4105	Durham Leg Positioner with Table Attachment
Innomed	1	4105-P	Durham Leg Positioner Pad
Innomed	1	4690	Aori Patellar Retractor
Innomed	1	4150-00	Stuleberg Hip Positioner
Innomed			Shipping & Handling
Stryker	1	6205-000-000	Dual Trigger Rotary
Stryker	1	6206-000-000	Sys 6 Recip
Stryker	1	6208-000-000	System 6 Sag Saw
Stryker	1	6203-110-000	AO Small Attachment
Stryker	1	6203-113-000	Hudson Attachment
Stryker	1	6203-131-000	1/4" Chuck with Key
Stryker	1	6203-135-000	Hudson/Modified Trinkle Att
Stryker	1	6203-126-000	Adj Pin Collet 2.0 - 3.2mm
Stryker	4	6215-000-000	System 6 Battery
Stryker	1	6102-454-000	Sys 6 Sterilization Case
Stryker	1	6203-026-000	Adj Wire Collet 0.7 - 1.8mm
Stryker	1	0702-014-000	Neptune 2 Docking Station (120V)
Stryker	1	0702-001-000	Nept 2 Rover Ultra (120V)
Stryker	4	0408-600-000	Flyte Helmet
Stryker	8	0408-660-000	Power Pack, Extended Life
Stryker	1	0408-655-000	Flyte 120V Charger
Stryker			Shipping & Handling
Smith&Nephew	1	7210996	T-Max System, System consists of the following subitems:
Smith&Nephew	1	7210551	T-Max II, Shoulder Exposure Position
Smith&Nephew	1	7210552	Arm Board & Gel Pad, Adjustable
Smith&Nephew	1	7210553	Cart, T-Max
Smith&Nephew	1	7210555	Intubation Pad
Smith&Nephew	1	7210554	Clamps, Square Rail (2)
Smith&Nephew	1	72203299	Spider 2, Tenet 7615
Smith&Nephew	1	72203301	Spider 2 Battery, Tenet 7609
Smith&Nephew	1	72203300	Switch Drape, Tenet 7633
Smith&Nephew	1	7210570	Piggy Back (2)
Smith&Nephew	1	7210571	Bar, Connector, Shoulder (2)
Smith&Nephew	1	72200918	Cart, Transport, Spider
Smith&Nephew	1	7210577	Accessory, Traction
Smith&Nephew	1	72202932	Spider Ankle Arthroscopy Accessory
Smith&Nephew	1	72201812	Thigh Support, Ferkel
Smith&Nephew	1	72201919	Camera Control Unit, High Def, 560P
Smith&Nephew	1	72202327	Kit, US, 560P, High Def, CCU
Smith&Nephew	3	72200561	Camera Head, Non-AC, HD560H
Smith&Nephew	3	72201501	HD, VAS, 4MMX30DEG, Non A/C
Smith&Nephew	1	72203005	HD Flat Panel, LCD, 24" Sony LMD-246
Smith&Nephew	1	72202162	Cart, Cross Specialty, with Boom & Transf
CareFusion	2	OS4160-011	Hohmann Retractor Blade 22MM 10-3/4IN
CareFusion	2	OS4160-012	Hohmann Retractor Blade 22MM CVD 120 Deg 16IN
CareFusion	2	OS4160-013	Hohmann Retractor Blade 44MM CVD 90 Deg 13IN
CareFusion	2	OS4135	Doane Knee Retractor DBL-End MED 5.7 & 6.9CM
CareFusion	1	OS911-012	Bone Reduction Forcep Speedlock SERR Jaw
CareFusion	1	OS911-013	Bone Reduction Forcep Speedlock SERR Jaw
CareFusion	1	OS3077	Parallel Pliers Max Open 13MM Jaw 10MM

Lease Agreement Number: HE070308

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Lease Schedule Number: 020R

ATTACHMENT A

<u>MANUFACTURER</u>	<u>QTY</u>	<u>MACHINE/MODEL</u>	<u>EQUIPMENT DESCRIPTION (including features)</u>
CareFusion	1	OS3090-002	Heavy Duty Locking Pliers Jaw 9MM 8IN
CareFusion			Shipping & Handling
CareFusion	2	OS4141	Aufranc Cobra Retr Smooth Blunt Tip 10IN
CareFusion	2	OS4142	Aufranc Cobra Retr Smooth Point Tip 10IN
CareFusion	2	OS4143	Aufranc Cobra Retr SERR Blunt Point Tip 10IN
CareFusion	2	OS4130-002	Bennett Bone Elevator/Retr Large 9-3/4IN
CareFusion	2	NL9401-006	Collis Taylor Retractor 4IN 7-1/4IN
CareFusion	2	NL5380	Seletz-Gelpi Retr with Long CVD Shank Ratch
CareFusion	1	OS910-010	Bone Forceps Jaw 10MM with Speed Lock SZ 0
CareFusion	1	OS911-003	Bone Reduction Forceps Ratchet SERR Jaw
CareFusion	1	AU6765	Olivecrona Rong Forceps Jaw 4.5 x 18MM 8IN
CareFusion	1	OS1115-001	McIndoe Rongeur Forceps 3MM Jaw CVD 6IN
CareFusion	1	OS3030-001	Pin Cutter Remove Hndl 6.3MM Cap 22-3/8IN
CareFusion	1	OS5274	Meniscus Clamp 1 x 2 Teeth CVD Shank 7-1/8IN
Arthrex	10	AR-1927BCFT	5 5MM Biocomposite Cork-Screw FT W2#2 Tigertail
Arthrex	15	AR-2324BCC	Biocomposite Swivelock C 4.75MM x 19.1MM
Arthrex	12	AR-7237-7	Fibertape 7
Arthrex	12	AR-7237-7T	Tigertape 7
Arthrex	5	AR-1922BC	Biocomposite Pushlock, 4.5MM x 24MM
Arthrex	2	AR-4068-25TL	Suturelasso, 25 Degree Tight Curve Left
Arthrex	2	AR-4068-25TR	Suturelasso, 25 Degree Tight Curve Right
Arthrex	5	AR-7209SN	#2 Fibersnare, #2 Fiberwire, 26"
Arthrex	10	AR-1923BC	Biocomposite Pushlock, 2.9MM x 15.5MM
Arthrex	5	AR-1934BCFT	3.0MM Biocomposite Suturetak W #2 Tigertail
Arthrex	5	AR-1927BCF-45	4.5MM Biocomposite Corkscrew Ft
Arthrex	5	AR-6592-08-30	Passport Button Cannula, 8MM x 3CM
Arthrex	5	AR-6592-08-50	Passport Button Cannula, 8MM x 5CM
Arthrex	1	AR-6592	Passport Curved Hemostat
Arthrex	1	AR-13970SR	Kingfisher Suture Retvr Tissue Grasper w/SR HDL
Arthrex	5	AR-13995N	Needle, Multifire Scorpion
Arthrex	1	AR-13997MF	MultiFire FastPass Scorp
Arthrex	12	AR-7234	Fiberloop 2/5 Metric
Arthrex	12	AR-7234T	#2 Tigerloop w/Straight Needle, 20"
Arthrex	3	AR-1380C	Biocomposite Interference Screw, 8 x 23MM
Arthrex	1	AR-1510S	Retroconstruction Drill Guide System Instr Set
Arthrex	1	AR-10010	Probe, Hook 3.4MM Tip w/5MM Markings
Arthrex	1	AR-1208L	Drill, 8MM Cannulated
Arthrex	1	AR-1209L	Drill, 9MM Cannulated
Arthrex	1	AR-1214L	Drill, 10MM Cannulated
Arthrex	1	AR-1217L	Drill, 11MM Cannulated
Arthrex	1	AR-1282	Rasp, Tunnel/Notchplasty
Arthrex	1	AR-1407	Headed Reamer 7MM, Cannulated
Arthrex	1	AR-1407.5	Headed Reamer 7.5MM, Cannulated
Arthrex	1	AR-1408	Headed Reamer 8MM, Cannulated
Arthrex	1	AR-1408.5	Headed Reamer 8.5MM, Cannulated
Arthrex	1	AR-1409	Headed Reamer 9MM, Cannulated
Arthrex	1	AR-1409.5	Headed Reamer 9.5MM, Cannulated
Arthrex	1	AR-1410	Headed Reamer 10MM, Cannulated
Arthrex	1	AR-1410.5	Headed Reamer 10.5MM, Cannulated
Arthrex	1	AR-1411	Headed Reamer 11MM, Cannulated
Arthrex	1	AR-1415	Reamer Handle and Pin Puller
Arthrex	1	AR-1416T	Quick Connect T-Handle
Arthrex	1	AR-1420	Retractor, Graft Harvesting
Arthrex	1	AR-1801	Drill Guide, 7MM Transtibial Femoral ACL
Arthrex	1	AR-1830	Osteotome, Notchplasty & Graft Harvesting, 5MM

JAN 27 2012

Lease Agreement Number: HE070308

Page 3 of 3

Lease Schedule Number: 020R

ATTACHMENT A

<u>MANUFACTURER</u>	<u>QTY</u>	<u>MACHINE/MODEL</u>	<u>EQUIPMENT DESCRIPTION (including features)</u>
Arthrex	1	AR-1844	Tunnel Notcher
Arthrex	1	AR-1854-09.0	Tunnel Dilator 9.0MM
Arthrex	1	AR-1854-09.5	Tunnel Dilator 9.5MM
Arthrex	1	AR-1854-10.0	Tunnel Dilator 10MM
Arthrex	1	AR-1854-10.5	Tunnel Dilator 10.5MM
Arthrex	1	AR-1854-11.0	Tunnel Dilator 11MM
Arthrex	1	AR-1886	Graft Sizing Block
Arthrex	1	AR-1900C	ACL Cruciate Toolbox Instrumentation Case
Arthrex	1	AR-1997	Screwdriver Shaft, Cann, for Bio-Int. Screw
Arthrex	1	AR-1997D	Screwdriver Shaft, Cann, for Delta Bio-Int. Screw
Arthrex	1	AR-1998	Screwdriver Shaft, Cann, 3.5MM Hex
Arthrex	1	AR-1999	Screwdriver Handle, Ratcheting
Arthrex	1	AR-1804	Drill Guide, 6MM Transtibial Femoral ACL
Arthrex	1	AR-1805	Drill Guide, 8MM Transtibial Femoral ACL
Arthrex	1	AR-8241	Chuck Key
Arthrex	1	AR-1278PL	Minimally Invasive Graft Harvester, Open
Arthrex	1	AR-13400NR	ACL/PCL Graft Passing Forceps, Non-Ratcheting
Arthrex	1	AR-1234	Graft Shaper, ACL
Arthrex	1	AR-1996CD-1	Driver, Biocomposite Quick Connect
Arthrex			Shipping & Handling
Arthrex	12	AR-7235	#2 Fiberlink Braided PB SUT Blue w/Closed Loop
Arthrex			Shipping & Handling
Arthrex	5	AR-6592-08-40	Passport Button Cannula, 8MM x 4CM
Arthrex	1	AR-2950MS	Graft Prep Station, Master Set
Arthrex			Shipping & Handling
CareFusion	2	OS4160-004	Hohmann Retr Blade 18MM
CareFusion	1	OS901	Needle Nose Pliers/Wire
Innomed	1	1670-02R	Ortholucnet Brown Deltoid - Large
Innomed	1	2620	Stulberg Leg Holder with Carbon Fiber FP
Arthrex	1	AR-8630	Articulating Paddle
Arthrex			Shipping & Handling

Agreed to and Accepted:

WINTHROP RESOURCES CORPORATION

"LESSOR"

By: Abigail B. Nesbitt

Print

Name: Abigail B. Nesbitt

Title: Senior Vice President

Date: 1/27/12

Agreed to and Accepted:

HEALTH MANAGEMENT ASSOCIATES, INC.

"LESSEE"

By: Joseph C. Meek

Print

Name: Joseph C. Meek

Title: Vice President & Treasurer

Date: 1/25/12

JAN 27 2012

Rider Number: 001
Lease Agreement Number: HE070308
Lease Schedule Number: 020R
Lessee Name: Health Management Associates, Inc.
Lease Dated: July 3, 2008

Provided (i) Lessor has received written notice of Lessee's election to exercise this purchase option not less than one-hundred twenty days prior to the end of Initial Term and (ii) Lessor has received all of the Lease Charges due under the Lease Schedule prior to Lessee exercising this option to purchase, Lessee shall have the option to purchase all of the Equipment at the end of the applicable lease term that is in Lessee's physical possession and on this Lease Schedule, in whole and not in part, on an as-is, where-is basis, for the then determined "Fair Market Value."

For purposes of this purchase option, Fair Market Value shall mean the retail price that a willing and informed seller under no compulsion to sell would sell to a willing and informed buyer under no compulsion to buy for items of equipment that (i) are eligible for manufacturer's maintenance and (ii) are now installed and being used by the Lessee. If the parties cannot agree on Fair Market Value, Lessee shall obtain a bonafide offer from a third party who has the unconditional and absolute ability to deliver and install all of the items of Equipment at the end of the applicable lease term. The bonafide offer must be for equipment that (i) is eligible for manufacturer's maintenance, (ii) is available and (iii) can be installed and put to use by the Lessee at the end of the applicable lease term. Once the Lessee has obtained such a bonafide offer, it shall present it to the Lessor. If the Lessor does not accept this price, then the Lessor shall obtain its own bonafide offer from a third party that has the unconditional and absolute ability to deliver and install all of the items of equipment at the end of the applicable lease term. The bonafide offer must be for equipment that (i) is eligible for manufacturer's maintenance, (ii) is available and (iii) can be installed and put to use by the Lessee at the end of the applicable lease term. If the two bonafide offers are within 15% of each other, fair market value shall be the average of the two for the purposes of this purchase option. If not within 15% of each other, the Lessor and Lessee will mutually agree on a third party whose bonafide offer will be the averaged with the closest of the two earlier offers. The average shall then be Fair Market Value for purposes of this purchase option. Lessee shall sign and deliver all documents necessary for the sale of the Equipment no less than thirty days after exercise of this option or this option shall become void. Provided Lessee has made all of its payments during all lease terms including any renewal term (Rider Number 001), then the Lessee shall not have an obligation to purchase from the Lessor any of the McKesson software that is licensed to the Lessee.

Lessee will receive title to the Equipment free and clear of all liens only after Lessee has performed all of its obligations associated with the Lease Agreement and Lessor has been paid all sums due or becoming due under both this purchase option and the Lease Agreement, including all lease charges and taxes.

Agreed to and Accepted:

WINTHROP RESOURCES CORPORATION

"LESSOR"

By: Abigail R. Nesbitt

Print

Name: Abigail R. Nesbitt

Title: Senior Vice President

Date: 1/27/12

Agreed to and Accepted:

HEALTH MANAGEMENT ASSOCIATES, INC.

"LESSEE"

By: Joseph C. Meek

Print

Name: Joseph C. Meek

Title: Vice President & Treasurer

Date: 1/25/12

JAN 27 2012


Rider Number: 002
Lease Agreement Number: HE070308
Lease Schedule Number: 020R
Lessee Name: Health Management Associates, Inc.
Lease Dated: July 3, 2008

Lessee shall have the option to purchase the Equipment in its physical possession and on this Lease Schedule at the end of the 42nd month of the Initial Term, in whole and not in part, on an as-is, where-is basis, for the then determined mutually-agreed price which shall not be less than \$51,740.00 (plus applicable taxes) provided that (i) an Event of Default has not occurred, (ii) Lessor has received all of the Lease Charges prior to Lessee exercising this option to purchase, and (iii) Lessor has received written notice of Lessee's election to exercise said purchase option not less than one-hundred twenty days prior to the end of the 42nd month of the Initial Term of this Lease Schedule. Lessee shall both (i) accept in writing Lessor's proposal within thirty days of Lessor's proposal, and (ii) sign and deliver all documents necessary for the sale of the Equipment no later than the last day of the Initial Term or this option shall become void.

Lessee will receive title to the Equipment free and clear of all known liens only after Lessee has performed all of its obligations associated with the Lease Agreement and Lessor has been paid all sums due or becoming due under both this purchase option and the Lease Agreement, including all lease charges and taxes.

Agreed to and Accepted:

WINTHROP RESOURCES CORPORATION
"LESSOR"

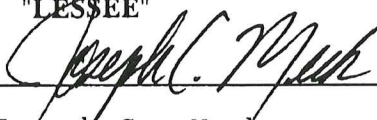
By: 

Print Name: Abigail B. Nesbitt
Title: Senior Vice President

Date: 1/27/12

Agreed to and Accepted:

HEALTH MANAGEMENT ASSOCIATES, INC.
"LESSEE"

By: 

Print Name: Joseph C. Meek
Title: Vice President & Treasurer

Date: 1/24/12

APR 12 2012

LEASE SCHEDULE NO. 025R

(This Lease Schedule No. 025R replaces Lease Schedule No. 025)

This Lease Schedule is issued pursuant to the Lease Agreement Number HE070308 dated July 3, 2008. The terms of the Lease Agreement and the terms and conditions of Certificates of Acceptance executed pursuant to Lease Schedule 025, including Installation Dates and descriptions and serial numbers of Equipment contained therein, are a part hereof and are incorporated by reference herein.

LESSOR

Winthrop Resources Corporation
11100 Wayzata Boulevard
Suite 800
Minnetonka, MN 55305

LESSEE

Health Management Associates, Inc.
5811 Pelican Bay Boulevard, Suite 500
Naples, FL 34108

SUPPLIER OF EQUIPMENTMcKesson ~~STERIS~~**LOCATION OF INSTALLATION**

Gilmore Memorial Regional Hospital

Term of Lease from Commencement Date: 48 months ✓

Monthly Lease Charge: \$1,999.00 ✓

Anticipated Delivery and Installation: January - February 2012

Security Deposit: Upon Lessee's execution of this Lease Schedule, Lessee shall deliver a security deposit in the amount of \$1,999.00. If there is no event of default, this security deposit may be applied toward the total amounts due pursuant to this Lease Schedule.

EQUIPMENT

<u>MANUFACTURER</u>	<u>QTY</u>	<u>MACHINE/MODEL</u>	<u>EQUIPMENT DESCRIPTION (Including features)</u>
Steris	2	LED01	Harmony Dual LED585 Package
Steris	2	LB31	Control Center Rough-In Box
Steris	2	LB41	Canopy Extender Kit
Steris	3	SE601772	Install Preassembled Harmony Light, No FPM
Steris	2	SE6012721	Deinstallation of Lights
Steris	1	LEDJAJ	EHP Harmony Dual LED582 Package (LED01)
Steris	1	LB34	Canopy Extender Kit
Steris	1	LB31	Control Center Rough-In Box
Steris	1	TRADESURGLIGHT	Trade-In Surgical Lights

The Monthly Lease Charge will be prorated and charged as interim rent between the date an item of equipment is accepted and the Commencement Date.

The parties agree that they may execute this Lease Schedule by fax or PDF, and that certain actions may be taken in reliance on faxed or PDF signatures. The parties therefore agree that a faxed or PDF signature hereon shall be equally valid and binding as an original signature, and the transmission of a faxed or PDF signature will have the same legal effect as physical delivery of an original signature. Any party transmitting a faxed or PDF signature will deliver the original signature to the other party as soon as practicable.

Agreed to and Accepted:**WINTHROP RESOURCES CORPORATION****"LESSOR"**By: 

Print

Name: Richard J. Pieper
President

Title: _____

Date: 4-13-12

Agreed to and Accepted:**HEALTH MANAGEMENT ASSOCIATES, INC.****"LESSEE"**By: 

Print

Name: JOSEPH C. MEEK

Title: VP & TREASURER

Date: 4/6/12

APR 12 2012

Rider Number: 001
Lease Agreement Number: HE070308
Lease Schedule Number: 025R
Lessee Name: Health Management Associates, Inc.
Lease Dated: July 3, 2008

Provided (i) Lessor has received written notice of Lessee's election to exercise this purchase option not less than one-hundred twenty days prior to the end of Initial Term and (ii) Lessor has received all of the Lease Charges due under the Lease Schedule prior to Lessee exercising this option to purchase, Lessee shall have the option to purchase all of the Equipment at the end of the applicable lease term that is in Lessee's physical possession and on this Lease Schedule, in whole and not in part, on an as-is, where-is basis, for the then determined "Fair Market Value."

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Lessee will receive title to the Equipment free and clear of all liens only after Lessee has performed all of its obligations associated with the Lease Agreement and Lessor has been paid all sums due or becoming due under both this purchase option and the Lease Agreement, including all lease charges and taxes.

Agreed to and Accepted:

WINTHROP RESOURCES CORPORATION
"LESSOR"

By: Richard J. Pleper

Print Name: Richard J. Pleper
Title: President

Date: 4-13-12

Agreed to and Accepted:

HEALTH MANAGEMENT ASSOCIATES, INC.
"LESSEE"

By: Joseph C. Meek

Print Name: JOSEPH C. MEEK
Title: VP & TREASURER

Date: 4/6/12

APR 12 2012

Rider Number: 002
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WINTHROP RESOURCES CORPORATION
"LESSOR"

By: 

Print Name: Richard J. Pleper
President

Title: _____

Date: 4-13-12

Agreed to and Accepted:

HEALTH MANAGEMENT ASSOCIATES, INC.
"LESSEE"

By: 

Print Name: JOSEPH C. MECK

Title: VP & TREASURER

Date: 4/6/12

LEASE SCHEDULE NO. 059R

(This Lease Schedule No. 059R replaces Lease Schedule No. 059)

This Lease Schedule is issued pursuant to the Lease Agreement Number HE070308 dated July 3, 2008. The terms of the Lease Agreement and the terms and conditions of Certificates of Acceptance executed pursuant to Lease Schedule 059, including Installation Dates and descriptions and serial numbers of Equipment contained therein, are a part hereof and are incorporated by reference herein.

LESSOR

Winthrop Resources Corporation
11100 Wayzata Boulevard
Suite 800
Minnetonka, MN 55305

SUPPLIER OF EQUIPMENT

Horiba Medical

LESSEE

Health Management Associates, Inc.
5811 Pelican Bay Boulevard, Suite 500
Naples, FL 34108

LOCATION OF INSTALLATION

Gilmore Memorial Regional Medical Center
1105 East Frye Boulevard
Amory, MS 38821

Term of Lease from Commencement Date: 48 months

Monthly Lease Charge: \$1,868.00

Anticipated Delivery and Installation: October 2012

Security Deposit: Upon Lessee's execution of this Lease Schedule, Lessee shall deliver a security deposit in the amount of \$1,868.00. If there is no event of default, this security deposit may be applied toward the total amounts due pursuant to this Lease Schedule.

EQUIPMENT

<u>MANUFACTURER</u>	<u>QTY</u>	<u>MACHINE/MODEL</u>	<u>EQUIPMENT DESCRIPTION (including features)</u>
Horiba	1	1171710	Horiba Medic Pentra 400 Custom Analyzer Chemistry with ISE
Horiba	1	1171710	Horiba Medic Pentra 400 Custom Analyzer Chemistry with ISE

The Monthly Lease Charge will be prorated and charged as interim rent between the date an item of equipment is accepted and the Commencement Date.

The parties agree that they may execute this Lease Schedule by fax or PDF, and that certain actions may be taken in reliance on faxed or PDF signatures. The parties therefore agree that a faxed or PDF signature hereon shall be equally valid and binding as an original signature, and the transmission of a faxed or PDF signature will have the same legal effect as physical delivery of an original signature. Any party transmitting a faxed or PDF signature will deliver the original signature to the other party as soon as practicable.

Agreed to and Accepted:

WINTHROP RESOURCES CORPORATION

"LESSOR"

By: _____

Print

Name: _____

Richard J. Pieper
President

Title: _____

Date: _____

11-1-12

Agreed to and Accepted:

HEALTH MANAGEMENT ASSOCIATES, INC.

"LESSEE"

By: _____

Print

Name: _____

Joseph Meek

Title: Vice President & Treasurer

Date: _____

10/25/12

Rider Number: 001
Lease Agreement Number: HE070308
Lease Schedule Number: 059R
Lessee Name: Health Management Associates, Inc.
Lease Dated: July 3, 2008

Provided (i) Lessor has received written notice of Lessee's election to exercise this purchase option not less than one-hundred twenty days prior to the end of Initial Term and (ii) Lessor has received all of the Lease Charges due under the Lease Schedule prior to Lessee exercising this option to purchase, Lessee shall have the option to purchase all of the Equipment at the end of the applicable lease term that is in Lessee's physical possession and on this Lease Schedule, in whole and not in part, on an as-is, where-is basis, for the then determined "Fair Market Value."

For purposes of this purchase option, Fair Market Value shall mean the retail price that a willing and informed seller under no compulsion to sell would sell to a willing and informed buyer under no compulsion to buy for items of equipment that (i) are eligible for manufacturer's maintenance and (ii) are now installed and being used by the Lessee. If the parties cannot agree on Fair Market Value, Lessee shall obtain a bonafide offer from a third party who has the unconditional and absolute ability to deliver and install all of the items of Equipment at the end of the applicable lease term. The bonafide offer must be for equipment that (i) is eligible for manufacturer's maintenance, (ii) is available and (iii) can be installed and put to use by the Lessee at the end of the applicable lease term. Once the Lessee has obtained such a bonafide offer, it shall present it to the Lessor. If the Lessor does not accept this price, then the Lessor shall obtain its own bonafide offer from a third party that has the unconditional and absolute ability to deliver and install all of the items of equipment at the end of the applicable lease term. The bonafide offer must be for equipment that (i) is eligible for manufacturer's maintenance, (ii) is available and (iii) can be installed and put to use by the Lessee at the end of the applicable lease term. If the two bonafide offers are within 15% of each other, fair market value shall be the average of the two for the purposes of this purchase option. If not within 15% of each other, the Lessor and Lessee will mutually agree on a third party whose bonafide offer will be the averaged with the closest of the two earlier offers. The average shall then be Fair Market Value for purposes of this purchase option. Lessee shall sign and deliver all documents necessary for the sale of the Equipment no less than thirty days after exercise of this option or this option shall become void. Provided Lessee has made all of its payments during all lease terms including any renewal term (Rider Number 001), then the Lessee shall not have an obligation to purchase from the Lessor any of the McKesson software that is licensed to the Lessee.

Lessee will receive title to the Equipment free and clear of all liens only after Lessee has performed all of its obligations associated with the Lease Agreement and Lessor has been paid all sums due or becoming due under both this purchase option and the Lease Agreement, including all lease charges and taxes.

Agreed to and Accepted:

WINTHROP RESOURCES CORPORATION

"LESSOR"

By: 

Print

 Name: Richard J. Pieper
 President

Title: _____

Date: 11-1-12**Agreed to and Accepted:**

HEALTH MANAGEMENT ASSOCIATES, INC.

"LESSEE"

By: 

Print

Name: Joseph MeekTitle: Vice President & TreasurerDate: 10/25/12

Rider Number: 002
Lease Agreement Number: HE070308
Lease Schedule Number: 059R
Lessee Name: Health Management Associates, Inc.
Lease Dated: July 3, 2008

Lessee shall have the option to purchase the Equipment in its physical possession and on this Lease Schedule at the end of the 42nd month of the Initial Term, in whole and not in part, on an as-is, where-is basis, for the then determined mutually-agreed price which shall not be less than \$20,294.00 (plus applicable taxes) provided that (i) an Event of Default has not occurred, (ii) Lessor has received all of the Lease Charges prior to Lessee exercising this option to purchase, and (iii) Lessor has received written notice of Lessee's election to exercise said purchase option not less than one-hundred twenty days prior to the end of the 42nd month of the Initial Term of this Lease Schedule. Lessee shall both (i) accept in writing Lessor's proposal within thirty days of Lessor's proposal, and (ii) sign and deliver all documents necessary for the sale of the Equipment no later than the last day of the Initial Term or this option shall become void.

Lessee will receive title to the Equipment free and clear of all known liens only after Lessee has performed all of its obligations associated with the Lease Agreement and Lessor has been paid all sums due or becoming due under both this purchase option and the Lease Agreement, including all lease charges and taxes.

Agreed to and Accepted:

WINTHROP RESOURCES CORPORATION

"LESSOR"

By: Richard J. Pieper

Print

Name: Richard J. Pieper
President

Title: _____

Date: 11-1-12

Agreed to and Accepted:

HEALTH MANAGEMENT ASSOCIATES, INC.

"LESSEE"

By: Joseph C. Meek

Print

Name: Joseph Meek

Title: Vice President & Treasurer

Date: 10/25/12