

## TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this "Termination") is made and entered as of the 1<sup>st</sup> day of March, 2018 (the "Effective Date"), by and between East Texas Medical Center Carthage (the "Hospital") and Panola County (the "County").

WHEREAS, Hospital and County entered into various agreements, more particularly described as Order No. 2010-01, Order No. 2010-02, Order No. 2012-09, Order No. 2012-10, Order No. 2013-22 and Order No. 2013-23 (collectively, the "Agreements"), relating to County's obligation to provide adequate hospital facilities and related services to the citizens of Panola County, Texas; and

WHEREAS, Hospital desires to terminate the Agreements.

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

1. Termination of Lease. The Agreements are hereby terminated and of no further force or effect as of the Effective Date, and Hospital and County shall have no further obligations or liabilities to one another under the Agreements, except for any obligations which by their nature or terms survive termination of the Agreements.
2. Binding Effect. This Termination shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, heirs, successors, successors in title and assigns.
3. Governing Law. This Termination shall be deemed to be an agreement made under the laws of the State of Texas and for all purposes shall be governed by and construed in accordance with such laws.
4. Multiple Originals. This Termination may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The facsimile signature of any party to this Termination or a PDF copy of the signature of any party to this Termination delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on this Termination.
5. Effectiveness. Pursuant to that certain Purchase Agreement dated February 28, 2018 (the "PA"), by and among East Texas Medical Center Regional Healthcare System ("ETMC Parent"), a number of ETMC Parent's affiliated entities, AHS East Texas Health System, LLC ("ETHS") and Ardent Health Partners, LLC, ETHS agreed, among other things, that ETHS or one of its affiliates would purchase certain assets of ETMC Parent and ETMC Parent's affiliated entities pursuant to the terms and conditions of the PA (the "Proposed Transaction"). Notwithstanding anything to the contrary contained herein, the effectiveness of this Termination is conditioned on the closing of Proposed Transaction. If the Proposed Transaction does not close for any reason, then Hospital and County agree that this Termination is null and void and of no further effect.
6. Time of the Essence. Time is of the essence with respect to the performance of every provision of this Termination.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

COUNTY:

PANOLA COUNTY

By: Lee Ann Jones  
Name: Lee Ann Jones  
Title: County Judge

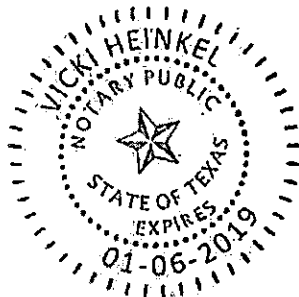
Address:  
1105.54 Leamore, Room 24-A  
Carthage, TX 75633

THE STATE OF TEXAS

§  
§  
§

COUNTY OF PANOLA

This instrument was acknowledged before me on the 6th day of February, 2018, by  
Lee Ann Jones, County Judge of Panola County, on behalf of said county.



Vicki Heinkel  
Notary Public, State of Texas

My commission expires: 1-6-2019

23853892.7

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination as of the date and year first above written.

HOSPITAL:

EAST TEXAS MEDICAL CENTER CARTHAGE

By: [Signature]

Name: Elmer G. Ellis

Title: President

Address:

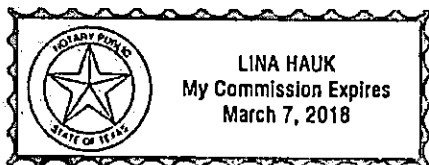
409 W. Cottage  
Carthage, TX 75633

THE STATE OF TEXAS

COUNTY OF SMITH

§  
§  
§

This instrument was acknowledged before me on the 9<sup>th</sup> day of February, 2018, by Elmer G. Ellis of East Texas Medical Center Carthage on behalf of said nonprofit corporation.



Lina Hauk  
Notary Public, State of TEXAS

My commission expires: 3/7/18

2

**ASSIGNMENT AND ASSUMPTION OF  
LEASE AGREEMENT AND MASTER AGREEMENT  
(WITH CONSENT OF LESSOR)**

THE STATE OF TEXAS  
  
COUNTY OF PANOLA

§  
§ KNOW ALL MEN BY THESE PRESENTS:  
§

WITNESSETH:

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND MASTER AGREEMENT (WITH CONSENT OF LESSOR) (this "Assignment") is made this 1<sup>st</sup> day of March, 2018, by and among East Texas Medical Center Carthage, a Texas nonprofit corporation ("Assignor"), East Texas Medical Center Regional Healthcare System, a Texas nonprofit corporation ("ETMC Parent"), and Carthage Hospital, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, as "Lessee," and County of Panola, a governmental entity and body politic ("Lessor"), as "Lessor," entered into that certain Lease Agreement dated December 1, 1997 (as amended, including by the First Amendment (defined below), collectively, the "Lease") covering the real property described in the Lease, as more particularly described in Exhibit A hereto, together with the Personality (as described in the Lease) and the other rights described in the Lease, which are collectively defined in the Lease as the "Premises" or the "Leased Premises";

WHEREAS, the Lease was previously amended by the Amendment of Lease Agreement executed by and between Assignor, as "Lessee," and Lessor effective November 14, 2016 (the "First Amendment");

WHEREAS, a Memorandum of Lease Agreement dated December 1, 1997, between Assignor, as "Lessee," and Lessor, was recorded in Volume 1020, Page 311 of the Official Public Records of Panola County, Texas;

WHEREAS, Assignor, ETMC Parent and Lessor entered into that certain Master Agreement dated as of October 14, 1997 (the "Master Agreement"), whereby Assignor agreed, among other things, to assume the responsibility for the operation of the hospital facility known as East Texas Medical Center Carthage Hospital, including such related real and personal property;

WHEREAS, pursuant to that certain Purchase Agreement dated February 28, 2018 (the "PA"), by and between, among others, East Texas Medical Center Regional Healthcare System, a Texas nonprofit corporation ("ETMC Parent"), a number of ETMC Parent's affiliated entities, Ardent Health Partners, LLC, a Delaware limited liability company, and AHS East Texas Health System, LLC, a Texas limited liability company ("ETHS"), ETHS agreed, among other things, that ETHS or one of its affiliates would purchase certain assets of ETMC Parent and ETMC Parent's affiliated entities pursuant to the terms and conditions of the PA (the "Proposed Transaction");

WHEREAS, in connection with such Proposed Transaction, Assignor has agreed to assign unto Assignee all Assignor's right, title and interest in and to the Lease, including, without limitation, the right, title and interest in and to the leasehold estate created by the Lease, together with all of Assignor's right, title and interest in and to the Premises and the rights and appurtenances, including improvements, structures, and fixtures located thereon or thereunto in anywise belonging (collectively, the "Leasehold Interest") and the Master Agreement, and Assignee has agreed to assume (a) all of Assignor's duties and

obligations under the Lease to the extent incurred after the closing of the Proposed Transaction (the "Closing") (collectively, the "Assumed Lease Liabilities"), and (b) all of the respective duties and obligations of Assignor and ETMC Parent under the Master Agreement to the extent incurred after the Closing (collectively, the "Assumed Master Agreement Liabilities").

NOW THEREFORE, for TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration this date in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged and confessed, and in consideration of the covenants herein contained on the part of each of the parties hereto, to be kept and observed, the undersigned parties hereto agree as follows:

1. Capitalized Terms. All capitalized terms used and not otherwise defined in this Assignment shall have the meanings ascribed to them in the Lease and in the Master Agreement, as applicable.

2. Assignment of Lease and Master Agreement. (a) Assignor hereby assigns and transfers unto Assignee all right, title and interest in and to the Leasehold Interest, and Assignor hereby delegates unto Assignee all of the Assumed Lease Liabilities; (b) each of Assignor and ETMC Parent hereby assigns and transfers unto Assignee all of Assignor's and ETMC Parent's respective rights, title and interest in and to the Master Agreement, and each of Assignor and ETMC Parent hereby delegates unto Assignee all of the Assumed Master Agreement Liabilities; and (c) Assignor hereby binds Assignor to warrant and forever defend all and singular the Leasehold Interest unto Assignee against every person whomsoever lawfully claiming or to claim the same or any part thereof.

3. Assumption of Lease and Master Agreement. Assignee hereby accepts such assignment and agrees to assume the (a) Assumed Lease Liabilities, and (b) the Assumed Master Agreement Liabilities immediately after the Closing of the Proposed Transaction.

4. Governing Law. This Assignment shall be deemed to be an agreement made under the laws of the State of Texas and for all purposes shall be governed by and construed in accordance with such laws.

5. Additional Assurances. The parties shall promptly execute and deliver any additional instruments or other documents that are reasonably necessary to evidence or better effect the assignment contained hereby.

6. Multiple Counterparts. This Assignment may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The facsimile signature of any party to this Assignment or a PDF copy of the signature of any party to this Assignment delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on such Assignment.

7. Binding on Successor Assignor. This Assignment shall run with the land and be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

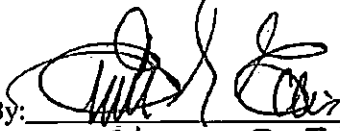
8. Conditioned on Closing of the Proposed Transaction. Notwithstanding anything to the contrary contained herein, each of (a) the assignment of the Lease and assumption of the Assumed Lease Liabilities under or in connection with the Lease and (b) the assignment of the Master Agreement and assumption of the Assumed Master Agreement Liabilities under or in connection with the Master Agreement, is conditioned on the Closing of the Proposed Transaction. If the Proposed Transaction does not close for any reason, then Assignor and Assignee agree that this Assignment is null and void and of no further effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date and year first above written.

*[SIGNATURES BEGIN ON THE FOLLOWING PAGE]*

**ASSIGNOR:**

**EAST TEXAS MEDICAL CENTER CARTHAGE,**  
a Texas nonprofit corporation

By: 

Name: Elmer G. Ellis

Title: President

Address:

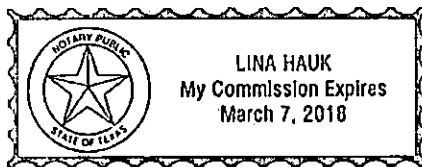
East Texas Medical Center Carthage  
1000 South Beckham  
Tyler, Texas 75701  
Attention: President

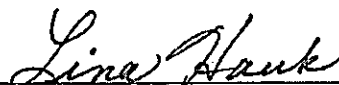
THE STATE OF [TEXAS]

COUNTY OF SMITH

§  
§  
§

This instrument was acknowledged before me on the 9<sup>th</sup> day of February, 2018, by  
Elmer G. Ellis of East Texas Medical Center Carthage, a Texas  
nonprofit corporation, on behalf of said nonprofit corporation.



  
Notary Public, State of Texas

My commission expires: 3/7/18


Signature Page

to Assignment and Assumption of Lease Agreement and Master Agreement (Panola County)

115551892.12

ETMC PARENT:

**EAST TEXAS MEDICAL CENTER REGIONAL  
HEALTHCARE SYSTEM**, a Texas nonprofit  
corporation

By:   
Name: Elmer G. Ellis  
Title: President

Address:

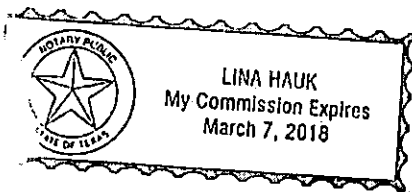
East Texas Medical Center Regional Healthcare System  
1000 South Beckham  
Tyler, Texas 75701  
Attention: President

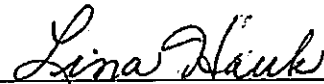
THE STATE OF [TEXAS]

COUNTY OF SMITH

§  
§  
§

This instrument was acknowledged before me on the 9<sup>th</sup> day of February, 2018, by  
Elmer G. Ellis of East Texas Medical Center Regional Healthcare  
System, a Texas nonprofit corporation, on behalf of said nonprofit corporation.



  
Notary Public, State of TEXAS

My commission expires: 3/7/18

*Signature Page*  
*to Assignment and Assumption of Lease Agreement and Master Agreement (Panola County)*



**ASSIGNEE:**

**CARTHAGE HOSPITAL, LLC,**  
a Delaware limited liability company

By: [Signature]

Name: Steven C. Petrovich

Title: Executive Vice President and General Counsel

**Address:**

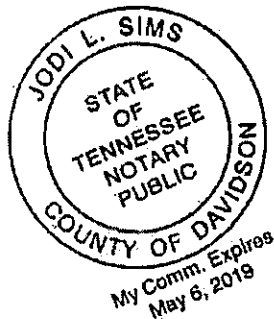
c/o Ardent Health Services  
One Burton Hills Boulevard #250  
Nashville, TN 37215  
Attention: General Counsel

THE STATE OF Tennessee

§  
§  
§

COUNTY OF Davidson

This instrument was acknowledged before me on the 27 day of February, 2018, by  
Stephen C. Petrovich, Executive Vice President and General Counsel of Carthage Hospital, LLC, a  
Delaware limited liability company, on behalf of said limited liability company.



[Signature]  
Notary Public, State of TN

My commission expires: 5/6/2019

### CONSENT TO ASSIGNMENT OF LEASE

The County of Panola (the "County"), as "Lessor" under that certain Lease Agreement dated December 1, 1997 (as amended, the "Lease"), hereby consents to the assignment by Assignor of all of Assignor's right, title and interest in and to the Lease to Assignee and to the assumption by Assignee of Assignor's obligations accruing under the Lease from and after the effective time of the consummation of the Proposed Transaction between Assignor and Assignee as described in the Assignment and Assumption of Lease Agreement and Master Agreement (With Consent of Lessor) (the "Assignment"), on the terms and conditions set forth in the Assignment set forth above, and hereby ratifies and consents to all of the assignments described therein; provided, however, that such consent: (i) shall not be deemed a consent to any subsequent assignment of or subletting under or transfer of any interest in the Lease, and (ii) shall not modify, waive or affect any of the provisions, covenants or conditions of the Lease.

Effective as of the Closing (as defined in the Assignment), the County hereby irrevocably and unconditionally releases and forever discharges Assignor and each of its past, present or future officers, directors, employees, agents, representatives, and successors or assigns of any of the foregoing (in each case in their capacity as such) (the "Released Parties") of and from any and all actions, causes of action, suits, proceedings, executions, judgments, duties, debts, dues, accounts, bonds, contracts, liabilities, obligations and covenants (whether express or implied), and claims and demands whatsoever whether in law or in equity (whether based upon contract, tort or otherwise), which the County may have against each of the Released Parties, now or in the future, in each case in respect of any cause, matter or thing relating to the Lease or the Leased Premises (as defined in the Lease) or any actions taken or failed to be taken by any of the Released Parties related to the Lease or the Leased Premises.

*[Signatures Appear on Following Page]*

**LESSOR:**

**COUNTY OF PANOLA,**  
a governmental entity and body politic

By: LeeAnn Jones  
Name: LeeAnn Jones  
Title: County Judge

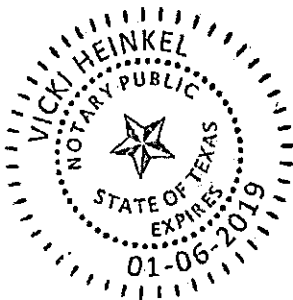
Address: County of Panola  
Panola County Courthouse  
110 S. Sycamore, Room 216-A  
Carthage, Texas 75633

THE STATE OF TEXAS

§  
§  
§

COUNTY OF PANOLA

This instrument was acknowledged before me on the 6th day of February, 2018, by LeeAnn Jones, County Judge of the County of Panola, a governmental entity and body politic, on behalf of said governmental entity and body politic.



Vicki Heinkel  
Notary Public, State of Texas

My commission expires: 1-6-2019

## EXHIBIT A

### **Legal Description of the Leased Premises**

STATE OF TEXAS  
COUNTY OF PANOLA

#### **LEGAL DESCRIPTION – Panola General Hospital Property**

All that certain 10.957 acre tract of land, a part of the GEORGE GOODWIN Survey, Abstract No. 224, Panola County, Texas, being all of Block No. 243, and portions of Block Nos. 245 and 239-A of the City of Carthage, Texas, per City Plat recorded in Vol. 3, Page 396 of the Plat Records of Panola County, Texas, and being comprised of parts of the following three tracts of land: (1) That certain tract of land called 8.03 acres described in a deed from Mrs. Lulu Woodyard to Panola County, Texas, dated April 13, 1948, recorded in Vol. 260, Page 612 of the Deed Records of Panola County, (2) That certain tract called 2.89 acres described in a deed from James E. Walker to Panola County, Texas, dated May 3, 1967, recorded in Vol. 497, Page 188 of the said Deed Records, and (3) That certain tract called 5.133 acres described in a Trust Agreement between Sabine Area Home for Older Adults and Charles H. Mangham, Trustee, dated July 12, 1967, recorded in Vol. 525, Page 43 of the said Deed Records, and including all of that certain 0.537 acre parcel of land described in a deed from Panola Health Care Partners I, L.P., to Panola County, Texas, dated December 29, 1994, recorded in Vol. 942, Page 824 of the Official Public Records of Panola County, Texas, and the said 10.957 acre subject tract is more particularly described as follows:

BEGINNING at a ½-inch iron rod found for the Southeast corner of the above mentioned tract called 8.03 acres in the West Right-of-Way line of North Daniels Street, same being the Northeast corner of Lot No. 1 of Block No. 244-A of the Woodyard Addition to the City of Carthage, per plat recorded in Vol. 326, Page 497 of the said Deed Records;

THENCE South 79° 45' 00" West with the North boundary line of the said Woodyard Addition a distance of 520.00 feet to a ½-inch iron rod marked "CCI" found for a corner, same being the Southwest corner of the said called 8.03 acre tract, located in the East boundary line of Lot No. 5 of Block No. 245;

THENCE North 10° 00' 00" West with the East boundary line of the said Lot No. 5 a distance of 140.80 feet to a ½-inch iron rod marked "CCI" found for its Northeast corner, same being the Southeast corner of the above mentioned tract called 2.89 acres;

THENCE South 80° 50' 42" West with the South boundary line of the said called 2.89 acre tract a distance of 495.42 feet to a ½-inch iron rod marked "CCI" found for the Southwest corner of the said tract in the East Right-of-Way line of North Davis Street;

THENCE North 4° 30' 07" West with the said street Right-of-Way line a distance of 262.50 feet to a ½-inch iron pipe found for the Northwest corner of the said called 2.89 acre tract, also being the Southwest corner of the above mentioned tract called 5.133 acres;

THENCE North 4° 49' 19" West continuing with the East Right-of-Way line of North Davis Street a distance of 121.48 feet to a point for the Southwest corner of the aforesaid 0.537 acre parcel in the center of a drainage ditch, from which a ½-inch iron rod found for a reference corner bears North 4° 40' 30" West at a distance of 20.00 feet;

THENCE with center of the said drainage ditch as follows:

North 76° 48' 57" East a distance of 163.11 feet,  
South 42° 08' 23" East a distance of 132.36 feet, and  
South 11° 34' 01" East a distance of 94.53 feet to a  
point for the Southeast corner of the said 0.537 acre parcel, being located in the South boundary line of  
that certain 5.414 acre tract of land described as "Exhibit A" in a Deed of Trust from Panola Health Care  
Partners I, L.P., to John Cordray, Trustee, dated September 30, 1991, recorded in Vol. 244, Page 475 of  
the Deed of Trust Records of Panola County, Texas;

THENCE North 79° 59' 46" East with the South boundary line of the said 5.414 acre tract, passing a ½-  
inch iron rod found for a reference corner at 20.00 feet, and continuing on for a total distance of 194.17  
feet to a ½-inch iron rod found for a corner;

THENCE North 29° 34' 08" East with the Southeast boundary line of the said tract a distance of 45.87  
feet to a ½-inch iron rod found for a corner;

THENCE North 10° 00' 00" West with the East boundary line of the said 5.414 acre tract a distance of  
425.48 feet to a ½-inch iron rod marked "CCI" found for its Northeast corner in the South Right-of-Way  
line of State Highway No. 149 (Collage Road);

THENCE South 71° 48' 03" East with the said Highway Right-of-Way line a distance of 590.03 feet to a  
½-inch iron rod marked "CCI" found for a corner at its intersection with the West Right-of-Way line of  
North Daniels Street;

THENCE South 10° 00' 00" East with the West Right-of-Way line of North Daniels Street a distance of  
512.64 feet to the Point of Beginning, containing a total area of 10.957 acres.

**SAVE AND EXCEPT:**

All that certain 1.016 acre tract of land, a part of the GEORGE GOODWIN Survey, Abstract No. 224,  
Panola County, Texas, being a portion of Block Nos. 239-A and 245 of the City of Carthage, Texas, per  
City Plat recorded in Vol. 3, Page 396 of the Plat Records of Panola County, Texas, and being all of that  
certain 0.537 acre parcel of land described as Exhibit "A" in a deed from Panola Health Care Partners, I,  
L.P., to Panola County, a political subdivision of the State of Texas, dated December 29, 1994, recorded  
in Vol. 942, Page 824 of the Official Public Records of Panola County, Texas, and also being a part of  
that certain tract of land called 2.89 acres described in a deed from James E. Walker to Panola County,  
Texas, dated May 3, 1967, recorded in Vol. 497, Page 188 of the Deed Records of Panola County, Texas,  
and also being the residue of that certain tract of land originally called 5.133 acres described in Trust  
Agreement between Sabine Area Home for Older Adults and Charles H. Mangham, Trustee, dated July  
12, 1967, recorded in Vol. 525, Page 43 of the said Panola County Deed Records, and the same 1.016  
acre subject tract is more particularly described as follows:

BEGINNING at a 1/2 inch iron pipe found for the Northwest corner of the above mentioned tract of land  
called 2.89 acres in the East Right-of-Way line of Davis Street, same being the Southwest corner of the  
aforesaid tract of land originally called 5.133 acres;

THENCE North 4°40' 30" West with the East Right-of-Way line of Davis Street a distance of 39.83 feet  
to a 1/2 inch Iron rod found for the Westerly Southwest corner of the above mentioned 0.537 acre tract;

THENCE North 4°40' 30" West continuing with the said street Right-of-Way line a distance of 81.29 feet  
to a point for the Northwest corner of the said 0.537 acre tract in the center of a drainage ditch, from

which a 3/4-inch iron rod found for a reference corner bears North 4°40' 30" West at a distance of 20.00 feet;

THENCE with the center of the said drainage ditch along the North and East boundary lines of the said 0.537 acre tract as follows:

North 76°48' 57" East a distance of 163.11 feet,

South 42°08' 23" East a distance of 132.36 feet, and

South 11°34' 01" East a distance of 94.53 feet to a point for the Southeast corner of the said 0.537 acre tract, from which a 1/2 -inch iron rod found for a reference corner bears North 79° 59' 46" East at a distance of 20.00 feet;

THENCE continuing with the center of the said drainage ditch South 11°34' 01" East a distance of 7.16 feet to a point for the Southeast corner of the subject tract;

THENCE South 85°19' 18" West, encountering a building corner at 106.22 feet, then continuing along the North wall of said building an additional 59.69 feet, and then continuing with a projection of the said building wall for total distance of 254.12 feet to a point for the Southwest corner of the subject tract in the East Right-of-Way line of Davis Street, same being the West boundary line of the above mentioned tract called 2.89 acres;

THENCE North 4°35' 42" West with said street Right-of-Way line and West boundary line a distance of 60.80 feet to the Point of Beginning, containing a total area of 1.016 acres.

23881824.5

23881824.7

**FIRST AMENDMENT TO MASTER AGREEMENT**  
**(Panola County)**

This FIRST AMENDMENT TO MASTER AGREEMENT (Panola County) (this "First Amendment") is made and entered as of the 1<sup>st</sup> day of March, 2018, by and between the COUNTY OF PANOLA, a governmental entity and body politic created and established in Texas (the "Landlord"), and CARTHAGE HOSPITAL, LLC, a Delaware limited liability company ("Carthage Hospital" or "Tenant").

WHEREAS, Landlord, East Texas Medical Center Regional Healthcare System, a Texas nonprofit corporation (the "System") and East Texas Medical Center Carthage, a Texas nonprofit corporation ("ETMC Carthage"), entered into that certain Master Agreement dated as of October 14, 1997 (the "Master Agreement") covering the Hospital (as defined in the Master Agreement); and

WHEREAS, ETMC Carthage has assigned to Carthage Hospital all of its right, title and interest in and to the Master Agreement; and

WHEREAS, Landlord and Carthage Hospital desire to amend the Master Agreement, as set forth herein.

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

1. Amendment to the Master Agreement. The Master Agreement shall be amended in all respects necessary to delete the term "Local Board" therefrom.

2. Amendment to Section 4.13 of the Master Agreement. Section 4.13 of the Master Agreement shall be amended and restated in its entirety to read as follows:

"4.13. Board of Trustees. Effective for all purposes on the date of this First Amendment, the System Board shall form a board of trustees for the Hospital (the "Board of Trustees"). The System Board shall have the authority to appoint additional or replacement trustees to the Board of Trustees. The Board of Trustees shall consist of at least twelve (12) members, with at least 50% of such members being physicians on the Hospital's active medical staff and the remaining members being local community leaders, which may include, but not be limited to, the Panola County Judge and the Panola County Commissioner. The Hospital's Chief Executive Officer shall be an ex officio, non-voting member of the Board of Trustees, and shall not count toward the total number of Trustees. Each individual selected to serve on the Board of Trustees shall serve for a term of one (1) year and thereafter until his successor is elected or appointed, unless he sooner resigns or is removed. The Board of Trustees shall meet on a regular basis and have the following responsibilities, with all such responsibilities and any action taken on behalf of the Company by the Board of Trustees subject to the ultimate approval of the System Board: (a) adopting a vision, mission, and values statement for the Hospital; (b) participating in development and review of operating and capital budgets and facility planning and advising the System Board with respect to the same (it being understood that ultimate authority for budgets and planning resides with the System Board); (c) participating in periodic evaluations of the Chief Executive Officer of the Hospital; (d) monitoring performance improvement at the Hospital; (e) granting medical staff privileges and, when necessary and with the advice of counsel, taking disciplinary action consistent with the Hospital and Medical Staff Bylaws; (f) assuring medical staff compliance with its accrediting body requirements (with the advice of counsel); (g) supporting physician recruitment efforts; (h) fostering community relations and identifying

service and educational opportunities; and (i) performing such other activities and duties as may be directed or delegated to it by the System Board."

3. Amendment to Section 11.1 of the Master Agreement. Section 11.1 of the Master Agreement shall be amended in all respects necessary to provide that the Established Rates (as defined in the Master Agreement) shall be the then applicable Medicaid rates.

4. Amendment to Article XI of the Master Agreement. Article XI of the Master Agreement shall be amended to add the following sections at the end thereof:

"11.5. Landlord Payments to Indigent Coordinator. Landlord shall pay monthly the cost of the "Indigent Healthcare Solutions" software, or such other equivalent software, used by the "Indigent Coordinator" for the Hospital. Such payment by Landlord shall be taken from the existing Indigent Health Care Budget line. Further, Landlord shall pay for travel expenses for said Indigent Coordinator and his or her assistant to necessary seminars and shall continue to pay for such expenses up to the limits of Landlord's Travel Reimbursement Policy, with such expenses coming from the existing Indigent Health Care Budget line.

11.6. Mechanics. Landlord shall provide compensation for physicians delivering care to indigent Panola County citizens and shall continue to do so in accordance with Commissioners' Court Order #1998-14 (attached hereto as Exhibit A) and this Agreement; such compensation shall be paid directly to Tenant, who shall distribute such funds to the physicians. Such compensation shall continue to be taken from the existing Indigent Health Care Budget line. Landlord may, at its option, create a line item in its fiscal year budget entitled "Indigent Care Agreement, Section 11.3" in an amount to be determined each budget cycle by the Commissioners' Court of Panola County, and funds in said line item shall be the sole source for any reimbursement to Tenant under the terms of Section 11.3 of this Agreement."

5. Governing Laws. This First Amendment shall be deemed to be an agreement made under the laws of the State of Texas and for all purposes shall be governed by and construed in accordance with such laws.

6. Additional Assurances. The parties shall promptly execute and deliver any additional instruments or other documents that are reasonably necessary to evidence this First Amendment.

7. Reaffirmation of Master Agreement. Except as expressly amended and modified by this First Amendment, the Master Agreement is hereby reaffirmed, ratified, and confirmed, and shall continue in full force and effect.

8. Effectiveness. Pursuant to that certain Purchase Agreement dated February 28, 2018 (the "PA"), by and among East Texas Medical Center Regional Healthcare System, a Texas nonprofit corporation ("ETMC Parent"), a number of ETMC Parent's affiliated entities, AHS East Texas Health System, LLC ("ETHS") and Ardent Health Partners, LLC, ETHS agreed, among other things, that ETHS or one of its affiliates would purchase certain assets of ETMC Parent and ETMC Parent's affiliated entities pursuant to the terms and conditions of the PA (the "Proposed Transaction"). Notwithstanding anything to the contrary contained herein, the effectiveness of this First Amendment is conditioned on the closing of Proposed Transaction. If the Proposed Transaction does not close for any reason, then Landlord and Carthage Hospital agree that this First Amendment is null and void and of no further effect.

9. Multiple Counterparts. This First Amendment may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute



but one and the same instrument. The facsimile signature of any party to this First Amendment or a PDF copy of the signature of any party to this First Amendment delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on this First Amendment.

*[SIGNATURES BEGIN ON THE FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment as of the date and year first above written.

LANDLORD:

COUNTY OF PANOLA,  
a governmental entity and body politic

By: Lee Ann Jones  
Name: Lee Ann Jones  
Title: County Judge

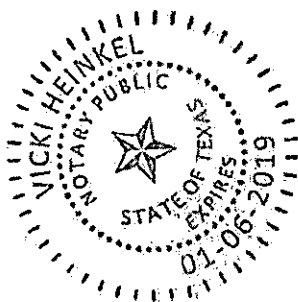
Address: County of Panola  
Panola County Courthouse  
110 S. Sycamore, Room 216-A  
Carthage, Texas 75633

THE STATE OF TEXAS

§  
§  
§

COUNTY OF PANOLA

This instrument was acknowledged before me on the 6<sup>th</sup> day of February, 2018, by Lee Ann Jones, County Judge of County of Panola, a governmental entity and body politic of the State of Texas, on behalf of said governmental entity.



Vicki Heinkel  
Notary Public, State of Texas

My commission expires: 1-6-2019

**CARTHAGE HOSPITAL:**

**CARTHAGE HOSPITAL, LLC**, a Delaware limited liability company

By: [Signature]

Name: Steven C. Petrovich

Title: Executive Vice President and General Counsel

Address:

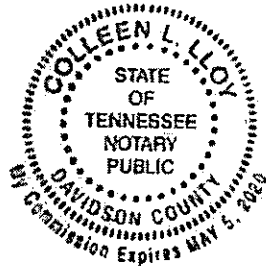
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

THE STATE OF Tennessee  
COUNTY OF Davidson

§  
§  
§

This instrument was acknowledged before me on the 28 day of February, 2018, by Stephen C. Petrovich, Executive Vice President and General Counsel of Carthage Hospital, LLC, a Delaware limited liability company, on behalf of said limited liability company.



[Signature]  
Notary Public, State of Tennessee

My commission expires: May 5, 2020

Exhibit A

Court Order #1998-14

(attached)

and

Court Order #2017-07

23723302.10

*Lee Ann Jones*

## **ORDER 1998-14**

**WHEREAS, Panola County is responsible for inpatient and outpatient hospital care for its indigent citizens; and**

**WHEREAS, Panola County has a lease arrangement with East Texas Medical Center under which ETMC will provide inpatient and outpatient hospital care for indigent citizens of Panola County at any of the ETMC facilities up to a total amount equal to 4% of the annual Net Patient Revenue of ETMC - Carthage; and**

**WHEREAS, the agreement with ETMC does not provide compensation to physicians for inpatient or outpatient services delivered to indigents; and**

**WHEREAS, physicians were formerly compensated for inpatient services by Panola County when Panola County operated Panola General Hospital, now ETMC - Carthage; and**

**WHEREAS, physicians should receive some compensation for their professional services when treating indigents;**

✓ NOW, THEREFORE, IT IS ORDERED, by the Panola County Commissioners' Court at an officially called meeting on September 14, 1998 as follows:

28  
771

1. Panola County will compensate physicians delivering inpatient care to indigent Panola County residents at Medicaid rates, if such care is delivered at an East Texas Medical Center facility;
2. Panola County will compensate physicians in Panola County who deliver outpatient care to Panola County residents, either at ETMC-Carthage or in their offices, at Medicaid rates. Compensation to any physician for treatment of any one indigent patient shall not exceed \$1,000.00 in a calendar year (January 1 through December 31);
3. Physicians must have documentation from Panola County's Indigent Care Coordinator (Vianna Cheshire at ETMC-Carthage) confirming a patient's eligibility for Indigent Care before billing for services rendered;
4. Bills for Indigent Care shall be submitted to the Panola County Indigent Care Coordinator, who will confirm eligibility, apply the proper Medicaid rate, and then submit a monthly bill to Panola County. Such bills shall be by physician, listing names of indigents, date(s) of service, and charges based upon Medicaid reimbursement rates. A running Year-to-Date total of charges approved for that patient shall be included for outpatient care. Inpatient bills shall omit the YTD column; and
5. Upon receiving the required documentation from the Panola County Indigent Care Coordinator, Panola County will pay all approved bills in one check to ETMC-Carthage, who shall make payment to the physicians; such payment by Panola County shall be at the first meeting of the Commissioners' Court following examination and approval of the billed charges.

PASSED, APPROVED, and ADOPTED this 14<sup>th</sup> day of September, 1998.

  
John Cordray, County Judge

  
Ronnie LaGrone  
Commissioner, Precinct 1

  
Buddy Harris  
Commissioner, Precinct 2

  
Ike Harris  
Commissioner, Precinct 3

  
Jimmy Davis  
Commissioner, Precinct 4

ATTEST:



## ORDER #2017-07

### ORDER OF PANOLA COUNTY COMMISSIONERS' COURT AMENDING ORDER #1998-14

WHEREAS, the Panola County Commissioners' Court adopted Order #1998-14 on September 14, 1998, regarding compensation to be paid by Panola County to East Texas Medical Center-Carthage (ETMC) for physician services for which payment was not provided for under the Master Lease dated as of October 14, 1997, among Panola County and ETMC and East Texas Regional Healthcare System, and

WHEREAS, Paragraph No 2 of Order #1998-14 provides that compensation to ETMC for outpatient physician services to any physician for treatment of any one indigent patient shall not exceed \$1,000 in a calendar year, and

WHEREAS, the County has not applied such \$1,000 restriction because such amounts were insufficient to assure eligible residents the outpatient services the County is required to provide under the Indigent Health Care and Treatment Act (Act); and

WHEREAS, the County desires to revise Order #1998-14 to be consistent with County's health care obligations under the Act

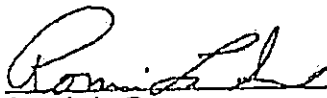
NOW, THEREFORE, IT IS ORDERED by the Panola County Commissioners' Court that Order #1998-14 attached hereto be and the same hereby is amended to delete the \$1,000 limitation on outpatient physician services as follow

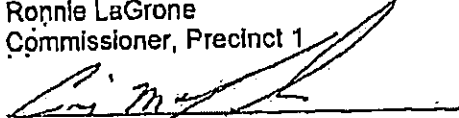
1 Paragraph No 2 of Order #1998-14 is amended to delete the following sentence

"Compensation to any physician for treatment of any one indigent patient shall not exceed \$1,000 00 in a calendar year (January 1 through December 31)", and

2 The remaining provisions of Order #1998-14 shall remain in full force and effect.

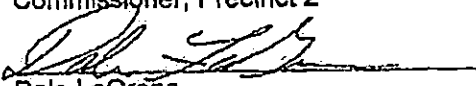
ADOPTED AND PASSED IN OPEN COURT this 10<sup>th</sup> day of July, 2017

  
Ronnie LaGrone  
Commissioner, Precinct 1

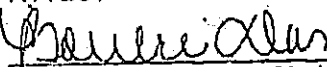
  
Craig M. Lawless  
Commissioner, Precinct 3

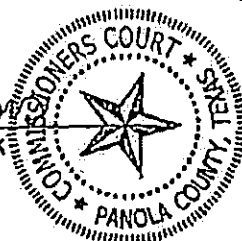
  
LeeAnn Jones, County Judge

Absent  
John Gradberg  
Commissioner, Precinct 2

  
Dale LaGrone  
Commissioner, Precinct 4

ATTEST

  
Bobbie Davis, County Clerk



**SECOND AMENDMENT TO LEASE AGREEMENT  
(Panola County)**

This SECOND AMENDMENT TO LEASE AGREEMENT (Panola County) (this "Second Amendment") is made and entered as of the 15<sup>th</sup> day of March, 2018, by and between the County of Panola, a governmental entity and body politic created and established in Texas ("Lessor"), and Carthage Hospital, LLC, a Delaware limited liability company ("Carthage Hospital" or "Lessee").

WHEREAS, Lessor and East Texas Medical Center Carthage, a Texas nonprofit corporation ("ETMC Carthage"), entered into that certain Lease Agreement dated as of December 1, 1997, as amended by that certain Amendment of Lease Agreement dated as of November 14, 2016 (as amended, the "Lease Agreement"), covering the Leased Premises (as defined in the Lease Agreement), including the real property described in the Lease Agreement;

WHEREAS, ETMC Carthage has assigned to Carthage Hospital all of its right, title and interest in and to the Lease Agreement; and

WHEREAS, Lessor and Carthage Hospital desire to amend the Lease Agreement as set forth herein.

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

1. Amendment to Section 2.02 of the Lease Agreement. Section 2.02 of the Lease Agreement shall be amended and restated in its entirety to read as follows:

"Section 2.02. Extension of Term. LESSEE has the right to extend this Lease Agreement beyond the expiration date provided in Section 2.01 above provided that, in the event LESSEE substantially and in good faith performs all of the terms and conditions of this Lease Agreement, this Lease Agreement shall be renewed for successive additional periods of ten (10) years each (referred to as the "Extended Term"), and provided, however, that no Extended Term may commence more than thirty (30) years after the Commencement Date."

2. Amendment to Section 3.01 of the Lease Agreement. Section 3.01 of the Lease Agreement shall be amended and restated in its entirety to read as follows:

"3.01. Fixed Rent. LESSEE agrees to pay to LESSOR the sum of \$10.00 per annum on or before January 1 of each and every year during the term of this Lease Agreement; except that rent for any fractional year during the term shall be prorated on a per diem basis. Rent shall be payable to County of Panola, Carthage, Texas, or such other place as LESSOR shall designate by written notice in accordance with Section 11.01 herein."

3. Amendment to Section 7.02 of the Lease Agreement. Section 7.02 of the Lease Agreement shall be amended in all respects necessary to provide that Carthage Hospital, or an affiliate thereof, may self-insure, in whole or in part, each policy of insurance required to be obtained pursuant to Article VII of the Lease Agreement. Further, for the avoidance of doubt, Lessor shall be named an additional insured by way of an endorsement under each policy of insurance, and evidence of such insurance shall be provided to Lessor upon Lessor's request therefor.

4. Acknowledgement of Section 7.03 of the Lease Agreement. For the avoidance of doubt, Carthage Hospital hereby acknowledges and agrees to carry property coverage in an amount no less than



100% of the cost of replacing the Hospital (as defined in the Lease Agreement). Further, Carthage Hospital hereby acknowledges and agreement that if, during the term of the Lease Agreement, the Hospital shall be destroyed or substantially damaged so as to impair the operating integrity of the Hospital and such damage cannot be repaired within a period of ninety (90) days, Carthage Hospital shall, in accordance with Section 7.03 of the Lease Agreement, either repair, rebuild or restore the Hospital or pay to Lessor the insurance proceeds resulting from such destruction or damage.

5. Amendment to Schedule 1.01(a) of the Lease Agreement. Schedule 1.01(a) of the Lease Agreement shall be replaced in its entirety with Schedule 1.01(a) attached hereto.

6. Governing Laws. This Second Amendment shall be deemed to be an agreement made under the laws of the State of Texas and for all purposes shall be governed by and construed in accordance with such laws.

7. Additional Assurances. The parties shall promptly execute and deliver any additional instruments or other documents that are reasonably necessary to evidence this Second Amendment.

8. Reaffirmation of Lease Agreement. Except as expressly amended and modified by this Second Amendment, the Lease Agreement is hereby reaffirmed, ratified, and confirmed, and shall continue in full force and effect.

9. Effectiveness. Pursuant to that certain Purchase Agreement dated February 28, 2018 (the "PA"), by and among East Texas Medical Center Regional Healthcare System, a Texas nonprofit corporation ("ETMC Parent"), a number of ETMC Parent's affiliated entities, AHS East Texas Health System, LLC ("ETHS") and Ardent Health Partners, LLC, ETHS agreed, among other things, that ETHS or one of its affiliates would purchase certain assets of ETMC Parent and ETMC Parent's affiliated entities pursuant to the terms and conditions of the PA (the "Proposed Transaction"). Notwithstanding anything to the contrary contained herein, the effectiveness of this Second Amendment is conditioned on the closing of Proposed Transaction. If the Proposed Transaction does not close for any reason, then Lessor and Carthage Hospital agree that this Second Amendment is null and void and of no further effect.

10. Multiple Counterparts. This Second Amendment may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The facsimile signature of any party to this Second Amendment or a PDF copy of the signature of any party to this Second Amendment delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on this Second Amendment.

*[SIGNATURES BEGIN ON THE FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the date and year first above written.

**ISSUER:**

COUNTY OF PANOLA,  
a governmental entity and body politic

By: Lee Ann Jones  
Name: Lee Ann Jones  
Title: County Judge

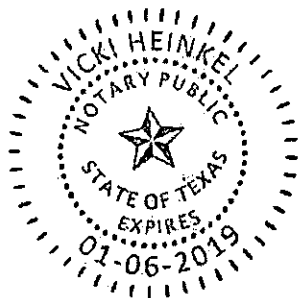
Address: County of Panola  
Panola County Courthouse  
110 S. Sycamore, Room 216-A  
Carthage, Texas 75633

THE STATE OF TEXAS

§  
§  
§

COUNTY OF PANOLA

This instrument was acknowledged before me on the 6th day of February, 2018; by Lee Ann Jones, County Judge of County of Panola, a governmental entity and body politic of the State of Texas, on behalf of said governmental entity.



Vicki Heinkel  
Notary Public, State of Texas

My commission expires: 1-6-2019

Carthage Hospital:

CARTHAGE HOSPITAL, LLC, a Delaware limited liability company

By: [Signature]

Name: Stephen C. Petrovich

Title: Executive Vice President and General Counsel

Address:

Cho Ardent Health Services

One Burton Hills Blvd

Nashville, TN 37215

Attention: General Counsel

THE STATE OF Tennessee

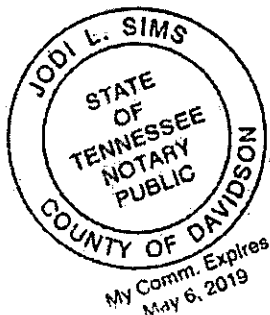
§

COUNTY OF Davidson

§

§

This instrument was acknowledged before me on the 27 day of February, 2018, by Stephen C. Petrovich, Executive Vice President and General Counsel of Carthage Hospital, LLC, a Delaware limited liability company, on behalf of said limited liability company.



[Signature]

Notary Public, State of TN

My commission expires: 5/6/2019

SCHEDULE 1.01(A)

**Legal Description of the Leased Premises**

STATE OF TEXAS  
COUNTY OF PANOLA

**LEGAL DESCRIPTION – Panola General Hospital Property**

All that certain 10.957 acre tract of land, a part of the GEORGE GOODWIN Survey, Abstract No. 224, Panola County, Texas, being all of Block No. 243, and portions of Block Nos. 245 and 239-A of the City of Carthage, Texas, per City Plat recorded in Vol. 3, Page 396 of the Plat Records of Panola County, Texas, and being comprised of parts of the following three tracts of land: (1) That certain tract of land called 8.03 acres described in a deed from Mrs. Lulu Woodyard to Panola County, Texas, dated April 13, 1948, recorded in Vol. 260, Page 612 of the Deed Records of Panola County, (2) That certain tract called 2.89 acres described in a deed from James E. Walker to Panola County, Texas, dated May 3, 1967, recorded in Vol. 497, Page 188 of the said Deed Records, and (3) That certain tract called 5.133 acres described in a Trust Agreement between Sabine Area Home for Older Adults and Charles H. Mangham, Trustee, dated July 12, 1967, recorded in Vol. 525, Page 43 of the said Deed Records, and including all of that certain 0.537 acre parcel of land described in a deed from Panola Health Care Partners I, L.P., to Panola County, Texas, dated December 29, 1994, recorded in Vol. 942, Page 824 of the Official Public Records of Panola County, Texas, and the said 10.957 acre subject tract is more particularly described as follows:

BEGINNING at a ½-inch iron rod found for the Southeast corner of the above mentioned tract called 8.03 acres in the West Right-of-Way line of North Daniels Street, same being the Northeast corner of Lot No. 1 of Block No. 244-A of the Woodyard Addition to the City of Carthage, per plat recorded in Vol. 326, Page 497 of the said Deed Records;

THENCE South 79° 45' 00" West with the North boundary line of the said Woodyard Addition a distance of 520.00 feet to a ½-inch iron rod marked "CCI" found for a corner, same being the Southwest corner of the said called 8.03 acre tract, located in the East boundary line of Lot No. 5 of Block No. 245;

THENCE North 10° 00' 00" West with the East boundary line of the said Lot No. 5 a distance of 140.80 feet to a ½-inch iron rod marked "CCI" found for its Northeast corner, same being the Southeast corner of the above mentioned tract called 2.89 acres;

THENCE South 80° 50' 42" West with the South boundary line of the said called 2.89 acre tract a distance of 495.42 feet to a ½-inch iron rod marked "CCI" found for the Southwest corner of the said tract in the East Right-of-Way line of North Davis Street;

THENCE North 4° 30' 07" West with the said street Right-of-Way line a distance of 262.50 feet to a ½-inch iron pipe found for the Northwest corner of the said called 2.89 acre tract, also being the Southwest corner of the above mentioned tract called 5.133 acres;

THENCE North 4° 49' 19" West continuing with the East Right-of-Way line of North Davis Street a distance of 121.48 feet to a point for the Southwest corner of the aforesaid 0.537 acre parcel in the center of a drainage ditch, from which a ½-inch iron rod found for a reference corner bears North 4° 40' 30" West at a distance of 20.00 feet;

THENCE with center of the said drainage ditch as follows:

North 76° 48' 57" East a distance of 163.11 feet,  
South 42° 08' 23" East a distance of 132.36 feet, and  
South 11° 34' 01" East a distance of 94.53 feet to a  
point for the Southeast corner of the said 0.537 acre parcel, being located in the South boundary line of  
that certain 5.414 acre tract of land described as "Exhibit A" in a Deed of Trust from Panola Health Care  
Partners I, L.P., to John Cordray, Trustee, dated September 30, 1991, recorded in Vol. 244, Page 475 of  
the Deed of Trust Records of Panola County, Texas;

THENCE North 79° 59' 46" East with the South boundary line of the said 5.414 acre tract, passing a ½-  
inch iron rod found for a reference corner at 20.00 feet, and continuing on for a total distance of 194.17  
feet to a ½-inch iron rod found for a corner;

THENCE North 29° 34' 08" East with the Southeast boundary line of the said tract a distance of 45.87  
feet to a ½-inch iron rod found for a corner;

THENCE North 10° 00' 00" West with the East boundary line of the said 5.414 acre tract a distance of  
425.48 feet to a ½-inch iron rod marked "CCI" found for its Northeast corner in the South Right-of-Way  
line of State Highway No. 149 (Cottage Road);

THENCE South 71° 48' 03" East with the said Highway Right-of-Way line a distance of 590.03 feet to a  
½-inch iron rod marked "CCI" found for a corner at its intersection with the West Right-of-Way line of  
North Daniels Street;

THENCE South 10° 00' 00" East with the West Right-of-Way line of North Daniels Street a distance of  
512.64 feet to the Point of Beginning, containing a total area of 10.957 acres.

**SAVE AND EXCEPT:**

All that certain 1.016 acre tract of land, a part of the GEORGE GOODWIN Survey, Abstract No. 224,  
Panola County, Texas, being a portion of Block Nos. 239-A and 245 of the City of Carthage, Texas, per  
City Plat recorded in Vol. 3, Page 396 of the Plat Records of Panola County, Texas, and being all of that  
certain 0.537 acre parcel of land described as Exhibit "A" in a deed from Panola Health Care Partners, I,  
L.P., to Panola County, a political subdivision of the State of Texas, dated December 29, 1994, recorded  
in Vol. 942, Page 824 of the Official Public Records of Panola County, Texas, and also being a part of  
that certain tract of land called 2.89 acres described in a deed from James E. Walker to Panola County,  
Texas, dated May 3, 1967, recorded in Vol. 497, Page 188 of the Deed Records of Panola County, Texas,  
and also being the residue of that certain tract of land originally called 5.133 acres described in Trust  
Agreement between Sabine Area Home for Older Adults and Charles H. Mangham, Trustee, dated July  
12, 1967, recorded in Vol. 525, Page 43 of the said Panola County Deed Records, and the same 1.016  
acre subject tract is more particularly described as follows:

BEGINNING at a 1/2 inch iron pipe found for the Northwest corner of the above mentioned tract of land  
called 2.89 acres in the East Right-of-Way line of Davis Street, same being the Southwest corner of the  
aforesaid tract of land originally called 5.133 acres;

THENCE North 4°40' 30" West with the East Right-of-Way line of Davis Street a distance of 39.83 feet  
to a 1/2 inch Iron rod found for the Westerly Southwest corner of the above mentioned 0.537 acre tract;

THENCE North 4°40' 30" West continuing with the said street Right-of-Way line a distance of 81.29 feet  
to a point for the Northwest corner of the said 0.537 acre tract in the center of a drainage ditch, from

which a 3/4-inch iron rod found for a reference corner bears North 4°40' 30" West at a distance of 20.00 feet;

THENCE with the center of the said drainage ditch along the North and East boundary lines of the said 0.537 acre tract as follows:

North 76°48' 57" East a distance of 163.11 feet,

South 42°08' 23" East a distance of 132.36 feet, and

South 11°34' 01" East a distance of 94.53 feet to a point for the Southeast corner of the said 0.537 acre tract, from which a 1/2 -inch iron rod found for a reference corner bears North 79° 59' 46" East at a distance of 20.00 feet;

THENCE continuing with the center of the said drainage ditch South 11°34' 01" East a distance of 7.16 feet to a point for the Southeast corner of the subject tract;

THENCE South 85°19' 18" West, encountering a building corner at 106.22 feet, then continuing along the North wall of said building an additional 59.69 feet, and then continuing with a projection of the said building wall for total distance of 254.12 feet to a point for the Southwest corner of the subject tract In the East Right-of-Way line of Davis Street, same being the West boundary line of the above mentioned tract called 2.89 acres;

THENCE North 4°35' 42" West with said street Right-of-Way line and West boundary line a distance of 60.80 feet to the Point of Beginning, containing a total area of 1.016 acres.

23707536.12

## ESTOPPEL CERTIFICATE

The undersigned, County of Panola, a political subdivision of the State of Texas ("Landlord"), and East Texas Medical Center Carthage, a Texas nonprofit corporation, ("Tenant"), together with East Texas Medical Center Regional Healthcare System, a Texas nonprofit corporation, ("ETMC Parent"), are parties to the agreements described on Exhibit A, as amended (the "Lease"), with respect to Tenant's occupancy of the building located at the address set forth on Exhibit A and as described in the Lease (the "Leased Premises").

Reference is made to that certain letter of intent ("LOI") dated September 8, 2017, by and between, among others, ETMC Parent and Ardent Health Partners, LLC, a Delaware limited liability company ("Ardent"). Pursuant to the LOI, Ardent agreed that a newly formed affiliate, East Texas Health System, LLC, a Texas limited liability company ("Buyer Parent"), would purchase all or substantially all of the assets of ETMC Parent and a number of ETMC Parent's affiliated entities (the "Proposed Transaction"), pursuant to a purchase agreement (the "Purchase Agreement") to be entered into by, among others, ETMC Parent, a number of ETMC Parent's affiliated entities (ETMC Parent and its affiliated entities are referred to herein collectively as "Sellers"), and Buyer Parent. In connection with the LOI and the Purchase Agreement, Sellers shall assign the Lease to Buyer Parent or one of its affiliated entities (Buyer Parent and its affiliated entities are referred to herein collectively as "Buyer") effective as of the Effective Time (as defined by the Purchase Agreement), and Buyer shall assume all the obligations under the Lease arising after the Effective Time, subject to the terms of the final Purchase Agreement.

Landlord, with full knowledge that Buyer is relying upon the truth, accuracy and completeness of the statements made by Landlord herein, hereby certifies, represents and warrants to Buyer that:

1. A true and correct copy of the Lease, and all modifications, amendments, renewals and extensions thereto, is attached hereto as Schedule One. Except as set forth in Schedule One, the Lease has not been modified, amended or supplemented in any way, nor have any provisions been altered.
2. The Lease is in full force and effect, constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises, and there are no other agreements between Landlord and Tenant, either oral or written, with respect to the Leased Premises.
3. The current term of the Lease began on the date set forth on Exhibit A, and the expiration date of such term is set forth on Exhibit A. Tenant has option(s) to renew the term of the Lease as set forth in Exhibit A, and/or the Lease automatically renews for successive periods as set forth in Exhibit A.
4. As of the date hereof, except as set forth on Exhibit A, neither Tenant nor Landlord are in default under the Lease, nor, to the best knowledge of Landlord, does any condition exist which could give either Tenant or Landlord the right to claim default under the Lease.
5. All payments due Landlord pursuant to the Lease through and including the date hereof have been paid in full and the current annual payment under the Lease is set forth on Exhibit A.
6. Landlord is holding a security deposit in the amount set forth on Exhibit A on behalf of Tenant, and as of the date hereof, no portion of such security deposit has been applied toward Tenant's obligations under the Lease.
7. No notice of termination has been given by Landlord or Tenant with respect to the Lease, except as set forth on Exhibit A.
8. Landlord agrees that, upon the Effective Time (a) Sellers shall be released and discharged from Sellers' duties and obligations with respect to the Lease after the Effective Time, and (b) Landlord shall thereafter look solely to Buyer for performance of such duties and obligations arising after the Effective Time. If the Proposed Transaction is not completed for any reason, the terms of this Estoppel Certificate shall be null and void and shall have no further effect.
9. The undersigned individual is duly authorized to execute this Estoppel Certificate on behalf of Landlord.
10. Signatures to this Estoppel Certificate transmitted by .pdf, facsimile or other electronic means shall be treated as originals in all respects.

[Signature Page Follows.]

IN WITNESS WHEREOF, Landlord has executed this Estoppel Certificate on this 6<sup>th</sup> day of February, 2018.

**LANDLORD:**

COUNTY OF PANOLA, TEXAS

By: Lee Ann Jones  
Name: LeeAnn Jones  
Title: County Judge



## EXHIBIT A

### Lease Information

	Terms of Lease	
1.	Description of Lease (which is the defined term used through the Landlord Consent and Estoppel Letter)	<p>1. Master Agreement (the "<u>Master Agreement</u>"), dated October 14, 1997, among County of Panola, as Landlord, East Texas Medical Center Carthage, as Tenant, and East Texas Medical Center Regional Healthcare System, as System.</p> <p>2. Lease Agreement (as amended, the "<u>Amended Lease Agreement</u>"), for certain improved real property including the physical plant and facilities center known as Panola General Hospital (as more particularly described in the Lease Agreement), dated December 1, 1997, between County of Panola, as Lessor, and East Texas Medical Center Carthage, as Lessee; together with that Amendment of Lease Agreement (the "<u>Lease Amendment</u>"), dated November 14, 2016, between East Texas Medical Center Carthage, as Lessee, and County of Panola, as Lessor.</p> <p>3. Memorandum of Lease Agreement dated as of December 1, 1997 (the "<u>Memo of Lease</u>"), between County of Panola, as Lessor, and East Texas Medical Center Carthage, as Lessee, and which was recorded in Volume 1020, Page 311 of the Official Public Records of Panola County, Texas.</p> <p>4. East Texas Medical Center Carthage and County of Panola entered into various agreements, more particularly described as Order No. 2010-01, Order No. 2010-02, Order No. 2012-09, Order No. 2012-10, Order No. 2013-22 and Order No. 2013-23 (collectively, the "<u>Other Agreements</u>"), relating to the obligation of the County of Panola to provide adequate hospital facilities and related services to the citizens of Panola County, Texas.</p> <p>The Master Agreement, the Amended Lease Agreement, the Memo of Lease, and the Other Agreements are herein collectively referred to as the "Lease."</p>
2.	Building is located at the following address	409 W. Cottage Road, Carthage, Panola County, Texas
3.	Approximate Square Footage Covered by the Lease	9.941 acres
4.	Date that the Lease Began	December 1, 1997 (the " <u>Commencement Date</u> ")
5.	Expiration of Current Term of Lease	November 30, 2022 (as the result of the Lease Amendment extending the term for successive additional five (5) year periods.)
6.	Tenant has option(s) to renew the term of the Lease for an additional period.	None.
7.	The Lease automatically renews for what successive	Pursuant to Section 2.02 of the Amended Lease Agreement, as modified by Section 1 of the Lease Amendment, the Lease shall be renewed for

	periods.	successive additional periods of five (5) years each (the " <u>Extended Term</u> "); however either party may terminate the Amended Lease the Lease Agreement at any time by giving the other Party 365 days' notice of termination of the Amended Lease Agreement, and the Amended Lease Agreement will terminate 365 days after the notice of termination.
8.	<b>Current Annual Payment under the Lease</b>	\$10.00
9.	<b>Amount of the Security Deposit Held by Landlord</b>	None.
10.	<b>Defaults under the Lease</b>	None.

**SCHEDULE ONE**

**LEASE**

24134591.4