

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

This SECOND AMENDMENT TO MASTER AGREEMENT (Panola County) (this "Second Amendment") is made and entered as of the 21st day of August, 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, AHS East Texas Health System, LLC (successor-in-interest to East Texas Medical Center Regional Healthcare System) and Carthage Hospital (successor-in-interest to East Texas Medical Center Carthage) entered into that certain Master Agreement dated as of October 14, 1997, as amended by that certain First Amendment to Master Agreement dated as of March 1, 2018 (as amended, the "Master Agreement") covering the Hospital (as defined in 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 Section 1.1 of the Master Agreement. Section 1.1 of the Master Agreement shall be amended to delete the term "Local Board".

2. Amendment to Section 4.8 of the Master Agreement. Section 4.8 of the Master Agreement shall be amended and restated in its entirety to read as follows:

"4.8 Medical Staff Bylaws and Privileges. The Board shall establish and define the structure of an organized medical staff (the "Medical Staff") and allied health professionals staff (the "AHP Staff") composed of qualified physicians and other qualified health practitioners as the Board may deem appropriate. The Medical Staff shall adopt medical staff bylaws (the "Medical Staff Bylaws") establishing a framework for self-governance within which Medical Staff members can act with a reasonable degree of freedom and confidence, while remaining accountable to the Board.

3. 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. A local governing board of trustees (the "Board") shall be appointed by AHS East Texas Health System, LLC, the sole member of Tenant (the "Member"), and the number and composition of the Board shall be as established by resolution of the Member from time to time. The Board will be composed of at least one or more members of the members of the Active Medical Staff of the Hospital (as defined in the Medical Staff Bylaws) and local community leaders. The Board will have between seven (7) and eleven (11) voting members. The Member exercising its discretion to appoint the Board may appoint, or the Board may recommend to the Member for appointment, any of the following individuals for membership on the Board:

(a) officers or other representatives of the Tenant and the Hospital, including without limitation the Division President & CEO for UT Health East Texas ("Division");

President") and the Chief Executive Officer ("CEO") of the Tenant, any of whom shall serve as an ex-officio member of the Board;

(b) the President of the Medical Staff (as defined pursuant to the Medical Staff Bylaws), who shall service as an ex-officio member of the Board;

(c) members of the Active Medical Staff of the Hospital (as defined in the Medical Staff Bylaws) or members of the Active Medical Staff of a hospital affiliated with the UT Health East Texas system, who are actively interested in the Hospital, and who are able to participate effectively in fulfilling the general stewardship responsibilities of a member of the Board. It is preferred that the Active Medical Staff members who serve on the Board not also be members of the Medical Executive Committee of the Medical Staff (as defined in the Medical Staff Bylaws). If members of the Medical Executive Committee also serve on the Board, they shall not be allowed to vote more than once during the entire credentialing process involving any applicant for appointment or reappointment to the Medical Staff or AHP Staff, or during the entire corrective action process and accompanying fair hearing process set forth in the Medical Staff Bylaws with respect to any Medical Staff matter; and

(d) representatives of the community served by the Hospital, who have demonstrated competence in their respective vocations (including volunteer roles), who are actively interested in the Hospital, and who are able to participate effectively in fulfilling the general stewardship responsibilities of a member of the Board, including the Panola County Judge and a Panola County Commissioner.

4. 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.

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

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

7. 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.

LANDLORD:

COUNTY OF PANOLA,
a governmental entity and body politic

By: Lee Ann Jones

Name: Lee Ann Jones

Title: County Judge

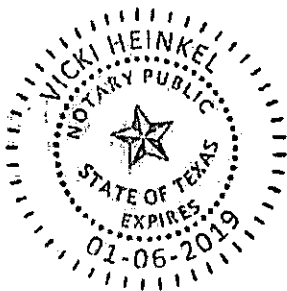
Address: County of Panola
Panola County Courthouse
110 S. Sycamore, Room 216-A
Carthage, Texas 75633

THE STATE OF TEXAS

§
§
§

COUNTY OF PANOLA

This instrument was acknowledged before me on the 21st day of August, 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: 

Name: Steven C. Petrovich

Title: Executive Vice President and General Counsel

Address:

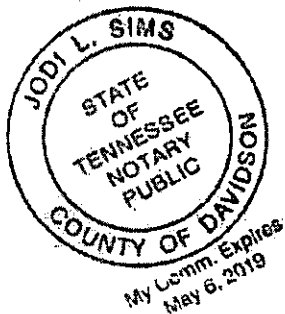
Carthage Hospital, LLC
c/o Ardent Health Services
One Burton Hills Boulevard, Suite 250
Nashville, TN 37215
Attention: General Counsel


THE STATE OF TENNESSEE

COUNTY OF DAVIDSON

§
§
§
§

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




Notary Public, State of Tennessee

My commission expires: 5/6/2019