

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT to the Lease Agreement ("First Amendment") is made as of 23rd day of September, 2011, between the **Highlands County Hospital District**, a dependent special district, under Chapter 2004-458, Laws of Florida (2004), formerly under Chapter 62-2232, Laws of Florida (1962), ("**Lessor**") and **Sebring Hospital Management Associates, Inc**, a Florida Corporation ("**Lessee**").

This Amendment is attached to and forms a part of the First Amended and Restated Lease dated as of, January 1, 1995 between the Lessor and Lessee pertaining to certain real property and other assets, including, but not limited to, the District Hospital operated as Highlands Regional Medical Center ("**Lease**"). To the extent the terms of this Amendment conflict with those contained in the Lease, the terms of this Amendment shall control.

1. **Defined Terms.** All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Lease.

2. Section 5.1 of the Lease shall be deleted in its entirety and replaced with the following:

5.1 BASIC RENT. Commencing on January 1, 1995 and continuing through the extended lease term, Lessee agrees to and shall pay Lessor as rent for the Premises, \$320,000 per Lease Year. For the portion of the Lease Year from January 1, 1995 through July 31, 1995, Lessee shall pay Lessor prorated rent in the amount of \$186,667. Payment of this rental payment shall be made pursuant to prior written instructions of Lessor. In addition to the herein stated Basic Rent and Other Obligations, the Lessee shall remit to the Lessor with the Basic Rent any applicable sales tax.

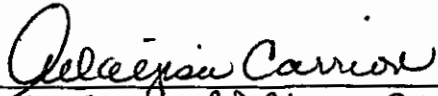
Additionally, Lessee shall pay to Lessor rent in the amount of \$420,000.00, per quarter. The first such payment will be due within 10 days of execution of this Amendment (for the quarter July, August, and September, 2011). The following quarterly payments will be due on or before November 15, 2011, March 15, 2012, June 15, 2012, September 15, 2012, November 15, 2012, March 15, 2013, and June 15, 2013. Such payments shall be discontinued after payment of the June 15, 2013, payment, unless renegotiated by the parties. After which time, the quarterly sum described in this paragraph only (and no other amount outlined within this lease) shall no longer be payable. Lessee shall also pay all sales tax due on quarterly payments made pursuant to this lease.

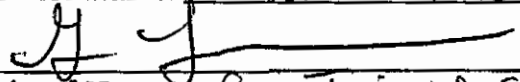
FIRST AMENDMENT TO LEASE AGREEMENT

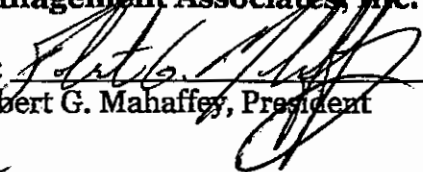
3. **Ratification.** Except as expressly modified by the terms of this First Amendment, all other terms, covenants and provisions of the Lease are hereby ratified and confirmed and continue in full force and effect.

In Witness Whereof, the parties have duly executed this Amendment on the day and year first above written.

**SEBRING HOSPITAL
MANAGEMENT ASSOCIATES, LLC,
formerly Sebring Hospital
Management Associates, Inc.**

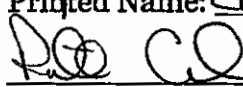

Printed Name: ADALYSA CARRION

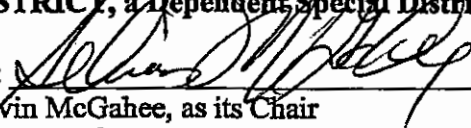

Printed Name: Gina Wigg-Wernham

By: 
Robert G. Mahaffey, President

**HIGHLANDS COUNTY HOSPITAL
DISTRICT, a Dependent Special District**


Printed Name: Lucy Castillo


Printed Name: Ruth Colman

By: 
Selvin McGahee, as its Chair

Attest: 
Gail Escobar, Clerk

Guaranty

In consideration of the execution of the extended lease and this first amendment to lease agreement, and other good and valuable consideration, including the letters of agreement issued by the lessor to the state, and at the request of Sebring Hospital Management Associates, LLC (formerly, Sebring Hospital Management Associates, Inc.), as lessee, and the Highlands County Hospital District, as lessor, its successors and assigns, the undersigned guarantors (described below), hereinafter the "Guarantors" hereby guarantee to the lessor and its successors and assigns, the payment of all rent, and the performance of all of the terms, covenants and conditions of the first amended and restated lease agreement, and the foregoing first amendment to lease agreement. Guarantor also consents to any extensions of time or changes in the manner of payment or performance of any of the terms and conditions of the said lease, as amended, consents to any assignment or subletting by lessor of the lease as amended, and

FIRST AMENDMENT TO LEASE AGREEMENT

consents to any modifications of the lease as amended, all without notice to the guarantor.

The Guarantor is the following: HEALTH MANAGEMENT ASSOCIATES, INC., doing business in Florida as Health Management Associates, Inc. of Delaware, a corporation organized under the laws of Delaware.

A signature transmitted by facsimile shall be considered an original.

*Signed, sealed and delivered
In the presence of:*

Shaina Rutherford
Printed name: Shaina Rutherford

Carina Arias
Printed name: Carina Arias

HEALTH MANAGEMENT ASSOCIATES, INC.,
DOING BUSINESS IN FLORIDA AS HEALTH
MANAGEMENT ASSOCIATES, INC. OF
DELAWARE, a corporation organized under the
laws of Delaware

By: Timothy R. Parry
Timothy R. Parry, Senior Vice President
and General Counsel