

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT** to the Lease Agreement ("**Second Amendment**") is made as of this 23<sup>rd</sup> day of September, 2013, between **The Highlands County Hospital District Board**, 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, LLC**, 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 which was amended by the First Amendment to Lease Agreement dated September 23, 2011, 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:

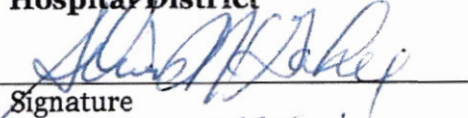
**5.1 BASIC RENT.** Commencing on January 1, 1995 and continuing through the extended lease term, Lessee agrees to and shall pay Lessor as rent for the Premises, \$320,000 per Lease Year. For the portion of the Lease Year from January 1, 1995 through July 31, 1995, Lessee shall pay Lessor prorated rent 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, from July 1, 2011, through June 30, 2014, Lessee shall pay to Lessor rent in the amount of \$420,000.00, per quarter. The quarterly payments for the period from July 1, 2011 through June 30, 2013 have been made. The quarterly payment for the period from July 1, 2013 through September 30, 2013 will be made within ten (10) days from the date this Amendment is fully executed. Thereafter, payments for the remaining three quarters will be made as follows: on or before; October 1<sup>st</sup>, 2013, January 1<sup>st</sup>, 2014, and April 1<sup>st</sup>, 2014. Such payments shall be discontinued after payment for the quarter ending June 30, 2014, 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.

3. **Ratification.** Except as expressly modified by the terms of this Second 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 Second Amendment on the day and year first above written.

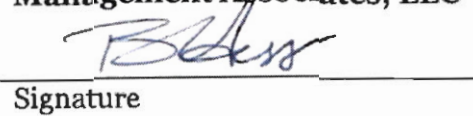
**The Highlands County  
Hospital District**

  
\_\_\_\_\_  
Signature

Selvin McGhee  
\_\_\_\_\_  
Printed Name

Chairman  
\_\_\_\_\_  
Title

**Sebring Hospital  
Management Associates, LLC**

  
\_\_\_\_\_  
Signature

Brian Hess  
\_\_\_\_\_  
Printed Name

CEO  
\_\_\_\_\_  
Title

## GUARANTY

In consideration of the execution of the extended lease and this second 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, as lessee, and the Highlands County Hospital District, as lessor, its successors and assigns, the undersigned guarantor (described below), hereinafter the "Guarantor" hereby guarantees 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 second 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 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:**

Carina Arias

Signature

Carina Arias

Printed Name

Gray L. Decker

Signature

Gray L. Decker

Printed Name

**Health Management  
Associates, Inc. doing  
business as Health  
Management Associates Inc.  
of Delaware, a corporation  
organized under the laws of  
Delaware**

Robert E. Farnham

Signature

Robert E. Farnham

Printed Name

Senior Vice President Finance