

LEASE AGREEMENT

BY AND AMONG

LEFLORE COUNTY, MISSISSIPPI,
Acting through its Board of Supervisors

AND

CITY OF GREENWOOD, MISSISSIPPI,
Acting through its Mayor and City Council

(collectively as "Landlord")

AND

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(as "Tenant")

DATED AS OF NOVEMBER 1, 2022

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the 1st day of November, 2022 at 12:01 A.M. CENTRAL (the "Effective Date"), by and among LEFLORE COUNTY, MISSISSIPPI, a validly existing political subdivision of the State of Mississippi acting through its Board of Supervisors (the "County"), the CITY OF GREENWOOD, a validly existing political subdivision of the State of Mississippi acting through its Mayor and City Council (the "City, together with the County, "Landlord") and UNIVERSITY OF MISSISSIPPI MEDICAL CENTER, a department of the University of Mississippi, a body politic of the State of Mississippi ("Tenant"), as governed by the Board of Trustees of the State Institutions of Higher Learning ("IHL").

WITNESSETH:

WHEREAS, the City and County are the joint owners of a community hospital pursuant to Section 41-13-10, et. seq. of the Mississippi Code of 1972, as amended, which is located in Greenwood, Mississippi and currently licensed for two hundred and eight (208) acute care beds including twenty (20) Acute Rehabilitation Beds (the "Hospital");

WHEREAS, the Hospital has been operated and governed by a Board of Trustees ("Trustees") pursuant to Section 41-13-29 of the Mississippi Code of 1972, as amended;

WHEREAS, the Trustees by resolution dated July __, 2022, the County by resolutions dated July __, 2022, and the City by resolutions dated July __, 2022, have determined that it was in the best interest of the community and citizens of Greenwood and Leflore County to solicit proposals for the long-term lease of the Hospital, without an option to sell;

WHEREAS, in accordance with the provisions of Section 41-13-15 of the Mississippi Code of 1972, as amended, in the leasing of the Leased Facility and pursuant to its Request for Proposal authorized by resolution and issued on _____, 2022, the _____ selected Tenant as submitting the highest and best proposal by resolution dated July __, 2022;

WHEREAS, this Lease has been executed and delivered by the parties hereto as of the Effective Date and shall be legally binding upon the parties, subject to the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. For purposes of this Lease, the following terms and variations thereof have the meanings specified or referred to in this Section 1:

1.1 "Adverse Law" shall have the meaning as set forth in Section 14.

1.2 "Buildings" shall mean all buildings, structures, Fixtures and other improvements of every kind including, but not limited to, alleyways and connecting tunnels, sidewalks, utility pipes, conduits and lines (on-site and off-site), parking areas and

roadways appurtenant to such buildings and structures presently situated upon the Land and used in the operation of the Hospital as more particularly described on Schedule 1.2.

1.3 “Capital Improvements” shall have the meaning set forth in Section 5.7.

1.4 “Capital Improvement Account” shall have the meaning set forth in Section 4.3 below.

1.5 “Capital Improvement Payments” shall mean any and all obligations, costs and expenses incurred by Landlord that are directly or indirectly related to a Capital Improvement Project.

1.6 “Capital Improvement Project” shall have the meaning set forth in Section 5.7.

1.7 “Change of Law” shall have the meaning as set forth in Section 14.

1.8 “City” shall have the meaning set forth in the initial introductory paragraph of this Lease.

1.9 “Commercial Property Insurance” shall have the meaning set forth in Section [•].

1.10 “County” shall have the meaning set forth in the initial introductory paragraph of this Lease.

1.11 “Effective Date” shall have the meaning set forth in the initial introductory paragraph of this Lease.

1.12 “Equipment” shall mean all equipment, furnishings, furniture, trade fixtures, and all other personal property used in connection with the operation of the Hospital and its provision of medical-surgical services, medical office building operations, and the other businesses on the Leased Facility, all as more particularly described on Schedule 1.16, but specifically excluding all inventory of tangible items such as supplies, drugs and other disposables and consumables used in the operation of the Hospital and the other Purchased Assets.

1.13 “Escrow Account” means the account established pursuant to the Escrow Agreement for purposes of holding the Escrow Amount.¹

1.14 “Escrow Agent” means [•].

1.15 “Escrow Agreement” means the Escrow Agreement executed by Landlord, Tenant and the Escrow Agent attached hereto as Exhibit D.

¹ Note to Landlord: Tenant expects that an escrow account will be funded at closing with GLH cash and A/R proceeds to protect Tenant from any potential liabilities related to the CMS provider number.

1.16 “Escrow Amount” means \$[•].

1.17 “Event of Default” shall have the meaning set forth in Section 11.1.

1.18 “Fixtures” shall mean all equipment, machinery, fixtures, and other items of property, including all components thereof, now and hereafter permanently affixed to or incorporated into the Buildings and other improvements situated on the Land, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment, all of which to the greatest extent permitted by law, are hereby deemed by the parties hereto to constitute real estate, together with all replacements, modifications, alterations and additions thereto.

1.19 “Hazardous Substances” as such term is used in this Lease means any hazardous or toxic substance, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act.

1.20 “IHL” shall mean the Mississippi Board of Trustees of State Institutions of Higher Learning.

1.21 “Initial Term” shall have the meaning as set forth in Section 2.2.

1.22 “Insurance Payments” shall mean the actual insurance premiums due and payable for the Commercial Insurance Policies, as defined and subject to Section 4.2.

1.23 “Land” shall mean those certain parcel(s) of real property on which the Hospital is located in Greenwood, Mississippi, as more particularly described on Schedule [•] attached hereto and made a part hereof including and all easements, rights and appurtenances relating thereto and any gaps, gores, and slivers located adjacent to or in close proximity to the Land and necessary for operation of the Hospital on the Leased Facility.

1.24 “Landlord” shall have the meaning set forth in the initial introductory paragraph of this Lease.

1.25 “Lease” shall have the meaning set forth in the initial introductory paragraph of this Lease.

1.26 “Leased Facility” shall mean the Land, the Buildings, the Fixtures and the Equipment leased by Landlord to the Tenant pursuant to the terms, conditions and covenants set forth in this Lease.

1.27 “Legal Requirements” shall have the meaning set forth in Section 5.4.

- 1.28 “Permitted Liens” shall have the meaning as set forth in Section 6.1.
- 1.29 “Permitted Uses” shall have the meaning as set forth in Section 5.8.
- 1.30 “Purchased Assets” shall have the meaning as set forth in Section 2.2 of the Agreement.
- 1.31 “Renewal Term” shall have the meaning as set forth in Section 2.3.
- 1.32 “Rent” shall have the meaning as set forth in Section 4.1.
- 1.33 “Tenant” shall have the meaning set forth in the initial introductory paragraph of this Lease.
- 1.34 “Tenant’s Personal Property” shall have the meaning as set forth in Section 6.5.
- 1.35 “Term” shall mean the Initial Term, together with any and all Renewal Terms, unless terminated earlier as provided herein.
- 1.36 “Title Policies” shall have the meaning as set forth in Section 6.1.

2. Lease.

2.1 Lease Grant. In consideration of the rents and covenants herein stipulated to be paid and performed by Tenant and upon the terms and conditions herein specified, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Leased Facility.

2.2 Initial Term. The Leased Facility is leased for a term of ten (10) years (the “Initial Term”), commencing on the Effective Date and ending on October 31, 2032 at 11:59 P.M. CENTRAL, subject to extension, renewal, expiration or termination as set forth herein.

2.3 Renewals. The Initial Term shall automatically renew for three (3) additional terms of ten (10) years (each being a “Renewal Term”) each unless Tenant shall provide written notice to Landlord of its election that the Lease will not automatically renew. Such written notice shall be given to Landlord not later than one (1) year prior to the last day of the Initial Term (if such notice is given during the Initial Term) or not later than one (1) year prior to the last day of a Renewal Term (if such notice is given during a Renewal Term). All terms and conditions of the Lease shall remain the same during any Renewal Term.

2.4 Operating Lease. Landlord and Tenant acknowledge and agree that it is their mutual intent that this Lease is and shall be treated as an “operating” or “true” lease for Federal income tax purposes and for accounting purposes and for all other purposes. With respect to the Hospital, the parties acknowledge and agree that the Buildings have an economic useful life of at least fifty (50) years.

2.5 Termination. Tenant may terminate this Lease for convenience at any time after October 31, 2027, by providing Landlord with one (1) year advance written notice.

3. [Reserved].

4. Rent.

4.1 Rent Consideration. The total rent consideration to be paid by Tenant to Landlord during the Initial Term for the lease of the Leased Facility shall be in such amounts equal to the following (collectively, the "Rent"):

- (a) the Insurance Payments, subject to Section 4.2 below; plus
- (b) the Capital Improvement Payments as provided in Section 4.3 and subject to terms of Section 5.6, if applicable.

Tenant shall not be required to prepay Rent or fund escrow or impound accounts or similar accounts, except as required herein.

4.2 Insurance Payments.

(a) Set forth on Exhibit B attached hereto is a summary of the commercial property insurance that Landlord currently has in place on the Leased Facility, including the insurance provider, the coverages, policy limits and the annual insurance premiums (collectively, the "Commercial Property Insurance"). Landlord represents and warrants that it presently has in place adequate commercial property insurance through _____, 2022.

(b) Any Insurance Payment due from Tenant to Landlord under this Section 4.2 shall be made at least sixty (60) days prior to the due date for the renewal of any commercial property insurance policy; provided, however, if Tenant makes the payment directly to Landlord's designated commercial property insurance provider, Tenant shall make such payment on or prior to the due date for the renewal of any such policy.

(c) During the Term, Landlord will maintain the Commercial Property Insurance, or other such similar or additional insurance coverage on the Leased Facility as Tenant may require. Tenant shall have the right to approve any such changes in the Commercial Property Insurance, including, without limitations, changes in coverages, insurance carriers, policy limits, premiums, etc..

(d) For the Term of the Lease, all policies of insurance shall name Tenant and IHL as additional insureds. Landlord shall provide Tenant and IHL with such certificates and declarations as Tenant or IHL deems reasonably necessary. The cost of the insurance coverage set forth in this paragraph shall be a part of the Rent. Insurance payments for the year of closing shall be prorated.

4.3 Capital Improvements and Fixture Payments. As a means to facilitate Capital Improvement Projects, Tenant, in its sole discretion and upon written notice to Landlord, may elect to include in the Rent, a charge of \$.50 per square foot which shall be held by Landlord in an account (the "Capital Improvement Account") which shall be used to pay for major capital improvements at the Leased Facility including but not limited to the purchase of equipment or the replacement and repair of major systems. At such time as the Capital Improvement Account reaches One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), then the said \$.50 per square foot Capital Improvement Account charge shall cease and the Rent reduced accordingly. When said Capital Improvement Account falls below Five Hundred Thousand and 00/100 Dollars (\$500,000.00), then, in Tenant's sole discretion and upon written notice to Landlord, said \$.50 per square foot charge may be reinstated until the One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) balance is reached. In Tenant's sole discretion, this process shall continue throughout the term of the Lease. Funds in the Capital Improvement Account on hand at the Lease termination, for whatever cause, shall be applied to the Rent or returned to Tenant as Tenant may direct in its sole discretion.

4.4 Late Rent. Tenant acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder may cause Landlord to incur costs not contemplated by the Lease, the exact amount of which may be difficult to ascertain, including but not limited to, processing and accounting charges and late charges which may be imposed on Landlord. Consequently, in the event that any installment of Rent or other sum due hereunder is not received by its due date, except in the case of default by Landlord, interest shall be charged under the provisions of Section 4.5.

4.5 Interest on Past Due Obligations. All installments of Rent and any other sums payable by Tenant hereunder which are not paid within forty-five (45) days of the date due shall bear interest ("Interest") from the date due until paid in the amount of one and one-half percent (1.5%) per month as provided in Section 31-7-305 of the Mississippi Code of 1972, as amended.

5. Covenants of Tenant.

5.1 Payment of Rent. Tenant shall pay Rent in the manner provided in Section 4 without further notice or demand.

5.2 Maintenance and Repair.

(a) Tenant, at its own expense, will maintain all parts of the Leased Facility in good order and repair and will surrender the Leased Facility at the expiration or earlier termination of this Lease in the same condition as when received, except for ordinary wear, tear, depreciation and obsolescence and damage by fire or other casualty.

(b) Tenant, at its own expense, will maintain the Equipment in good order and repair and will surrender the Equipment at the expiration or earlier termination of this Lease in the same condition as when received, except for

ordinary wear, tear, depreciation and obsolescence and damage by fire or other casualty. In the event that Tenant decides that any item or items of Equipment are obsolete or no longer required for its use, Tenant shall follow the procedures for disposal of such Equipment pursuant to Section 6.7 below. If any Equipment is disposed of, Tenant may elect to replace such Equipment, and if so elected, will replace with equipment that is of a quality and condition substantially similar to the quality and condition of similar equipment used by Tenant at the University of Mississippi Medical Center facility in Grenada, Mississippi. Such replacement items of equipment shall be the property of Tenant and have Tenant property tags, provided that the acquisition of any such replacement items of equipment shall be subject to the provisions of Section 6. Upon the expiration or earlier termination of this Lease, Tenant shall return to Landlord all items of Equipment not previously returned to Landlord in such condition they are required to be maintained hereunder, ordinary wear and tear, damage and deterioration, and any loss or damage ordinarily covered by a policy of fire and extended coverages excepted. As used throughout this Section 5.2, "ordinary wear and tear" shall mean the wear, tear, damage and deterioration that would typically and ordinarily occur if used for a period of time equivalent to the term of this Lease in a medical-surgical hospital facility similar to the Leased Facility; provided, however, notwithstanding the foregoing, Tenant shall not permit the condition of the Leased Facility to be in anything less than suitable, efficient and usable condition, or to be in less than good repair.

5.3 Utilities. Subject to applicable law, Tenant shall pay for all fees, charges, assessments, levies, for electricity, gas, water, sewer, fiber optics/cable, trash collection and all other utilities, and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which during the Term hereof (i) are imposed or levied upon or assessed against the Leased Facility, or (ii) arise out of Tenant's operation, possession or use of the Leased Facility. Promptly upon request, Tenant will furnish to Landlord proof of payment of all items referred to above which are payable by Tenant. If any such assessment may legally be paid in installments, Tenant may pay such assessment in installments; in such event, Tenant shall be liable only for installments which become due and payable during the Term. Landlord shall take no action so as to cause the utilities that are presently available to the Leased Facility to be interrupted or terminated.

5.4 Compliance With Laws. Throughout the Term and thereafter so long as Tenant is in occupancy of any part of the Leased Facility, to the extent permitted by law and subject to Section 4.3 above, Tenant, at its sole cost and expense, shall cause the Leased Facility, including without limitation any and all alterations, improvements, modifications, restorations, repairs and replacements thereof, to be in conformity with all laws, ordinances and regulations, and other governmental rules, orders and determinations now or hereafter enacted, made or issued, whether or not presently contemplated (collectively, "Legal Requirements"), applicable to the Leased Facility or Tenant's use thereof.

5.5 Insurance or Similar Coverage by Tenant. To the extent permitted by applicable Legal Requirements and throughout the Term and thereafter so long as Tenant

is in occupancy of any part of the Leased Facility, Tenant will maintain at its expense insurance or similar coverage as follows:

(a) General and professional liability coverage under the UMMC Tort Claims Plan with respect to the activities of Tenant in the Leased Facility. Coverage shall be documented via a Certificate of Coverage issued in the name of Tenant at the direction of the Mississippi Tort Claims Board and maintained throughout the Term of this Lease and any extensions thereof, a copy of which is attached hereto as Exhibit C and incorporated herein by reference for all purposes. Such coverage does not waive the defenses and immunities pursuant to the Mississippi Tort Claims Act.

(b) Tenant shall be responsible for insuring its personal property in amounts deemed appropriate by Tenant, if any.

(c) Worker's compensation insurance (including employers' liability insurance, if requested by Landlord) for such coverages and in such minimum amounts as required by applicable laws, rules and regulations of the State of Mississippi.

(d) Each party shall, at the other party's request from time to time, provide the other party with current certificates of insurance or similar coverage evidencing compliance with the insurance provisions of this Lease. Tenant's obligations under this paragraph are subject to the requirements and limitations of those set forth in this Section 5.5. Tenant shall promptly provide certificates of such insurance or similar coverage to Landlord upon its written request.

(e) As Tenant is a state-supported educational entity, any liability claims will be handled under the Mississippi Tort Claims Act, M.C.A., 11-46-1 et seq., subject to the Act's limitations.

5.6 Capital Improvement Projects. If, during the Term of the Lease, Tenant determines that capital improvements to the Leased Facility or the purchase of fixtures from time to time (collectively, "Capital Improvements") are desired and necessary for the continued operation of the Hospital and in a manner safeguarding the community health interests, then Tenant shall provide Landlord with (i) the specific capital improvements proposed to be made on the Leased Facility, or the specific fixtures to be purchased, (ii) the anticipated costs of the Capital Improvements, (iii) the basis for determining that the Capital Improvements are necessary, (iv) the contractors and architects that Tenant desires will be responsible for the construction of the Capital Improvements, (v) the anticipated source of financing for the Capital Improvements and (vi) any other information necessary for Landlord to evaluate the proposed Capital Improvements (collectively, the "Capital Improvement Project"). Landlord agrees to evaluate the Capital Improvement Project and if Landlord determines that the proposed capital improvements are desirable and necessary, Landlord and Tenant agree to work in good faith to obtain financing for such Capital Improvements and negotiate and enter into such amendments to this Lease and any other agreements, documents or interest as the parties may mutually agree. All Capital

Improvement Projects will be made at the recommendation of Tenant, subject to Landlord's consent, which shall not be unreasonably withheld, and all related expenses will be paid by Landlord and will result in an adjustment to the Rent as provided in Section 4.3 above; provided, however, notwithstanding the foregoing, Tenant may at any time request that the Landlord release the funds in the Capital Improvement Account to pay for a Capital Improvement Project or the purchase of equipment for the Leased Facility and Landlord shall promptly release such funds. If Landlord's consent to the Capital Improvement Projects has not been granted within sixty (60) days of Tenant's request, then Landlord shall be deemed to have granted such consent. Landlord and Tenant agree to cooperate as necessary in the acquisition of any certificates of need or other licenses that may be required from time to time.

5.7 Surrender of Leased Facility. Upon the expiration or termination of the Term, Tenant shall surrender the Leased Facility to Landlord in the condition in which the Leased Facility was in upon the commencement of the Term, except as repaired, rebuilt, restored, altered, added to, as permitted or required hereby; except for ordinary wear and tear, normal deterioration and obsolescence, and damage due to causes reasonably beyond Tenant's control and, if this Lease shall be terminated by Tenant pursuant to Section 9.1, except any damage resulting from any fire or other casualty.

5.8 Use of Leased Facility. Tenant shall use and occupy the Leased Facility for operation of a medical surgical hospital or other health care facility or facilities and the provision of such ancillary services and related, incidental uses as are appropriate or desirable in conjunction with the operation of such health care facilities in a manner safeguarding the community interests, to be determined in Tenant's sole discretion (collectively, "Permitted Uses").

6. Representations, Warranties and Covenants of Landlord

6.1 Title to Land. Landlord covenants, represents and warrants that Landlord has full right and lawful authority to enter into this Lease for the term hereof, is lawfully seized of the Land and has good and marketable title thereto, free and clear of all liens and encumbrances except those listed on Schedule 6.1 (the "Permitted Liens"). Copies of the most current title insurance policies, commitments or binders issued to or in the possession of Landlord are set forth as part of Schedule 6.1 ("Title Policies"). In connection with the transaction contemplated herein, Landlord shall cause its attorney to provide to Tenant a commitment for title insurance subject only to the Permitted Liens and containing such endorsements and affirmative coverages as are reasonable and customary for a transaction of this type and suitable for issuance of said policy by _____ Title Insurance Company. Throughout the Term, Landlord will not cause or take any action that results in the levy of any lien or encumbrance on the Land other than the Permitted Liens, without the prior written consent of Tenant.

6.2 Condition of the Leased Facility. Except as set forth in Schedule 6.2, the Leased Facility is in good operating condition and repair, ordinary wear and tear excepted, and Landlord does not know of any material defect, structural or other, in the Leased Facility. Except as set forth in Schedule 6.2, and to the knowledge of the Landlord there

are no material deferred maintenance items and none of the Equipment nor any of the buildings, structures, fixtures or improvements which are part of the Leased Facility are in need of any maintenance, repair or replacement, except for ordinary routine periodic maintenance of the kind usually required from time to time at similar facilities. Landlord has not received any notice of any violation of any building, zoning or other law, ordinance or regulation in respect of such property or structures or their use by Landlord. To Landlord's knowledge, there is no existing, proposed or contemplated plan to modify or realign any street or highway or any existing, proposed or contemplated eminent domain proceeding that would result in the taking of all or any part of the Leased Facility or that would materially adversely affect the current or planned use of the Leased Facility or any part thereof. Schedule 6.2 contains rent rolls for each building in which Landlord leases or subleases space to tenants, which rent rolls identify each building and its total square footage, and, with respect to each lease or sublease, identify (a) the tenant or subtenant, (b) the number of square feet leased, (c) the term commencement date and expiration date, (d) the annual or monthly rent and (e) tenant's suite number.

6.3 Quiet Enjoyment. So long as no "Event of Default" (as defined herein) has occurred and is continuing, Tenant shall peaceably and quietly have, hold, occupy and enjoy the Leased Facility and all the appurtenances thereto, without hindrance or molestation from Landlord or anyone lawfully claiming under Landlord, subject, however to the terms of this Lease.

6.4 Equipment. Except as disclosed on Schedule 6.4 hereto, all the Equipment is in good operating condition and repair, ordinary wear and tear expected and Landlord does not know of any material defect, structural or other, in any of the Equipment.

6.5 Trade Fixtures. Tenant may place upon the Leased Facility any trade fixtures, machinery, equipment, materials, inventory, furniture and/or other personal property belonging to Tenant or third parties (collectively, "Tenant's Personal Property"), whether or not the same shall be affixed to the Leased Facility, which are used in connection with any of Tenant's business operations at the Leased Facility. Tenant may remove any of Tenant's Personal Property at any time during the Term and any Extended Term; provided however, that Tenant shall promptly repair any damage to the Leased Facility caused by such removal.

6.6 Signs. Tenant, in its sole discretion, may place signs on the Leased Facility which are visible from outside the Leased Facility.

6.7 Disposal of Equipment. If Tenant shall determine at any time and from time to time that any item or items of Equipment are obsolete or no longer suitable for Tenant's use in connection with Tenant's business or operations at the Leased Facility, Tenant shall provide the Landlord with (a) an explanation regarding why the Equipment is obsolete or no longer required for Tenant's use, (b) Tenant's recommendation regarding the disposal of such Equipment, if any, and (c) Tenant's plan for replacing the Equipment, if any. Upon receipt of the information described above, the Landlord shall work in good faith with Tenant to dispose of such Equipment; provided, however, that the disposal of any Equipment shall, to the extent applicable, comply with the provisions of this Section 6.7

and Sections 17-25-25, 19-7-5 and 41-13-35(i) of the Mississippi Code of 1972, as amended. Upon disposal of the Equipment, the Landlord shall deposit the cash proceeds from such disposition into the Escrow Account. If the Equipment is exchanged for property, the Landlord shall deposit an amount in cash into the Escrow Account that is equal to the value of the exchanged property.

6.8 Tax Exempt Status. The Leased Facility is a tax-exempt entity for the purposes of ad valorem taxes, state sales tax, and federal tax purposes. Landlord shall take no action to alter these exemptions.

7. Assignments and Subleases.

Tenant may assign this Lease, in whole or in part, with the prior written consent of Landlord, which consent shall not be unreasonably withheld. The consent of Landlord pursuant to this Section 7 shall not constitute a waiver of the necessity for consent to any subsequent assignment and Tenant shall remain fully liable under this Lease and shall not be released from any such liability except by written instrument expressly setting forth such release executed by Landlord.

Tenant shall not sublet the Leased Facility or any part thereof to any third party without the prior written consent of Landlord, which consent shall not be unreasonably withheld, except as provided for herein. Notwithstanding the foregoing, Tenant is permitted, without obtaining Landlord's consent, to sublease the Leased Facility in part to any third party so long as such sublease does not exceed twenty percent (20%) of the total square footage of the Hospital without the prior consent of Landlord. Any sublease of all or any portion of the Leased Facility shall provide that it is subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and that in the event of termination of this Lease, Landlord may, at Landlord's option, take over all of the right, title and interest of Tenant, as sublessor under such sublease, and such sublessee shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that neither Landlord nor any mortgagee of the Leased Facility, as holder of a mortgage or as Landlord under this Lease if such mortgagee succeeds to that position, shall (a) be liable for any act or omission of Tenant under such sublease, (b) be subject to any credit, counterclaim, offset or defense which theretofore accrued to such sublessee against Tenant, (c) be bound by any previous modification of such sublease, (d) be bound by any covenant of Tenant to undertake or complete any construction of the Leased Facility or any portion thereof, (e) be required to account for any security deposit of the sublessee other than any security deposit actually delivered to Landlord by Tenant, (f) be bound by any obligation to make any payment to such sublessee or grant any credits, except for services, repairs, maintenance and restoration provided for under the sublease to be performed after the date of such attornment, (g) be responsible for any monies owing by Landlord to the credit of Tenant or (h) be required to remove any person occupying the Leased Facility or any part thereof; and such sublease shall provide that the sublessee thereunder shall, at the request of Landlord, execute a suitable instrument in confirmation of such agreement to attorn. No subletting shall in any way impair the continuing primary liability of Tenant hereunder, and no consent (to the extent consent is required) to any subletting in a particular instance shall be deemed to be a waiver of the obligation to obtain the Landlord's written approval in the case of any other subletting. No assignment, subletting or

occupancy shall affect Permitted Uses. Any subletting, assignment or other transfer of Tenant's interest in this Lease in contravention of this Section shall be voidable at Landlord's option.

8. Permitted Contests.

Notwithstanding any provision of this Lease to the contrary, Tenant shall not be required, nor shall Landlord have the right, to pay, discharge or remove any tax, assessment, levy, fee, rent (except Rent and any other sums due hereunder payable to or for the benefit of Landlord), charge, lien or encumbrance, or to comply with any Legal Requirement applicable to the Leased Facility or the use thereof, as long as Tenant shall contest the existence, amount or validity thereof by appropriate proceedings which shall prevent the collection of or other realization upon the tax, assessment, levy, fee, rent, charge, lien or encumbrance so contested, and which also shall prevent the sale, forfeiture or loss of the Leased Facility or any Rent, or to satisfy the same or Legal Requirements, and which shall not affect the payment of any Rent, provided that such contest shall not subject Landlord to the risk of any criminal liability or any material civil liability.

9. Casualty and Condemnation.

9.1 Casualty. If the Leased Facility or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In case any building ("Building") shall be so damaged that substantial alteration or reconstruction of the Building shall, in Tenant's sole discretion, be required (whether or not the Leased Facility shall have been damaged by such casualty), or in the event of any material uninsured loss to the Building, Tenant may, in its sole discretion, terminate this Lease as to the affected building by notifying the Landlord in writing of such termination within ninety (90) days after the date of such casualty. Before any termination of this Lease for the reasons described above in this paragraph, the parties shall commence or continue to consult with one another in good faith in an effort to reach agreement as to a course of action (i.e., rebuilding on site, rebuilding elsewhere, availability of financing, etc.) which will benefit both parties in resolving the issues caused by and related to the casualty event(s). If the parties are unable after a reasonable period of time, whether within or beyond the ninety (90) day period referenced in the first sentence of this paragraph to reach agreement as to a mutually beneficial course of action that is feasible and deemed by each to be in its best interests, either party may then terminate this Lease by giving written notice to the other and neither party shall have any further liability or obligation under this Lease or the Agreement, provided, however, that Tenant shall pay any accrued but unpaid Rent through the date the Lease is terminated.

9.2 Condemnation.

(a) If the whole or substantially the whole of the Building or the Leased Facility should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Lease shall

terminate as of the date when physical possession of the Building or the Leased Facility is taken by the condemning authority.

(b) If less than the whole or substantially the whole of the Building or the Leased Facility is thus taken or sold, Tenant (whether or not the Leased Facility are affected thereby) may terminate this Lease by giving written notice thereof to the Landlord, in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Leased Facility is taken by the condemning authority. However, before exercising the option to terminate as set forth in this paragraph, the parties shall consult with one another in the same manner as set forth in Section 9.1 above regarding Casualty events, as to whether some other agreement might be mutually beneficial with respect to issues caused by such taking(s).

(c) No temporary taking of the Leased Facility or of Tenant's rights therein or under this Lease will terminate this Lease.

(d) All amounts awarded upon a taking of any part or all of the Building or the Leased Facility shall belong to Landlord. Tenant retains the right to pursue a separate action for its fixtures or business interruption type damages against the condemner, but not the County.

(e) If this Lease is terminated pursuant to this Section 9, Landlord and Tenant shall be released and discharged from all liabilities arising or accruing under this Lease subsequent to the effective date of termination.

10. Right of Entry.

Upon reasonable notice to Tenant, Landlord and its agents and designees may enter upon and examine the Leased Facility at reasonable times (upon ten (10) business days' notice and not more than once per calendar year) for the purpose of determining the condition of the Leased Facility but shall not unreasonably interfere with the business operations of Tenant at the Leased Facility. No right of entry shall allow Landlord access to any records protected by HIPAA or other privacy or confidentiality rules and regulations.

11. Default.

11.1 Default by Tenant; Notice and Cure. The following events (each an "Event of Default") shall be deemed to be Events of Default by Tenant under this Lease:

(a) If Tenant shall default in the payment of Rent as provided for under the terms and conditions of Section 4.1(a) above and such failure is not cured within thirty (30) days after Tenant receives written notice of such failure from Landlord;

(b) if Tenant shall default in the performance of any other covenants or agreements hereunder (other than a payment of Rent) and such default shall continue for sixty (60) days after written notice thereof, or, if the default is of such a nature that it could not reasonably be cured within such sixty (60) day period and

Tenant does not, within said sixty (60) day period commence to cure it and thereafter proceed, with due diligence, to cure it;

(c) if Tenant shall fail to cause the Leased Facility to be in conformity with the Legal Requirements and the other covenants applicable to its occupancy or use of the Leased Facility, as set forth in Section 5.4 hereof, and such failure shall continue for sixty (60) days after written notice thereof, or if the failure is of such a nature that it could not reasonably be cured within such sixty (60) day period and Tenant does not, within such sixty (60) day period commence to cure it and thereafter proceed, with due diligence, to cure it;

(d) if a decree or order by a court of competent jurisdiction shall have been entered adjudging Tenant as bankrupt or insolvent or appointing a receiver or trustee or assignee in bankruptcy or insolvency of all or substantially all of its property, and any such decree or order shall have continued in force undischarged or unstayed for a period of sixty (60) days;

(e) if Tenant ceases doing business as a going concern; or

(f) if Tenant abandons or vacates the Leased Facility during the Term.

11.2 Default by Landlord; Notice and Cure. In the event Landlord shall be in default under the terms and conditions of this Lease and shall fail to cure any default within sixty (60) days' notice of said default, then Tenant shall have the option of taking such action at law or in equity so as to cure the default as Tenant deems necessary. Tenant shall be entitled to offset any amounts expended to cure Landlord's default by a reduction in Rent for the following month or such time as the next Rent will be due.

11.3 Remedies. If an Event of Default shall occur, and after the receipt of any applicable notice required by Sections 11.1, 11.2, or other provision of this Lease and the expiration of the applicable grace periods, non-defaulting party shall have the following rights and remedies, in addition to all other rights and remedies available to the non-defaulting party at law or in equity:

(a) the non-defaulting party may give the defaulting party written notice of termination of this Lease. Upon the giving of such notice, the Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the Lease, all rights of the parties hereunder shall expire and terminate, and Tenant shall immediately surrender the Leased Facility to Landlord. If Tenant fails to do so, Landlord may, with notice and without prejudice to any other remedy Landlord may have for possession or arrearages in rental, enter upon and take possession of the Leased Facility and remove Tenant and its effects.

(b) The non-defaulting party may attempt to obtain any manner of equitable relief in order to compel the defaulting party to observe and perform its obligations hereunder.

12. Environmental Matters.

12.1 Compliance with Laws. Landlord and Tenant shall comply with all applicable laws and permits, regulations, directives and statutes relating to environmental matters, both Federal and State, inclusive of all Federal and States rules and regulations promulgated hereunder as they may exist currently or as they may be amended in the future, pertaining to the Leased Facility and/or with respect to any of its operations or activities that may be permitted hereunder.

12.2 Remediation. If Tenant becomes aware of the presence of any Hazardous Substance in or on the Leased Facility (except for those Hazardous Substances or other toxic material or medical waste brought, kept or used in the Leased Facility by Tenant in commercial quantities similar to those quantities usually kept on similar premises by others in the same business, profession or medical specialty and which are used and kept in compliance with applicable public health, safety and environmental laws) or if Tenant, or the Leased Facility becomes subject to any order of any federal, state or local agency to repair, close, detoxify, decontaminate or otherwise cleanup the Leased Facility, Tenant shall, at its own cost and expense, carry out and complete any repair, closure, detoxification, decontamination or other cleanup of the Leased Facility due to the actions of Tenant; provided that Tenant shall not be responsible for any of the foregoing relating to any Hazardous Substance, or other toxic materials or medical waste located on, in or under the Leased Facility on the Effective Date of this Lease, all of which shall be the responsibility of Landlord and Landlord shall promptly execute and complete any required repair, closure, detoxification, decontamination or other clean-up of the Leased Facility. If either party fails to implement and diligently pursue any such repair, closure, detoxification, decontamination other cleanup of the Leased Facility which it is required to do hereunder, the other party shall have the right, but not the obligation, to carry out such action and to recover all of the costs and expenses from the other.

13. Authority; Covenant to Appropriate Designated Revenues.

The parties understand and agree that the terms and conditions of this Lease shall not violate the requirements of and shall be subject to the approvals required by IHL. In the event any provision of this Lease is not in compliance with the requirements of IHL, then Landlord and Tenant shall use good faith efforts to bring this Lease into compliance with all IHL rules, directives and procedures. In addition, all amendments to this Lease shall be subject to the same requirements.

It is expressly understood and agreed that the obligation of Tenant to proceed under this Lease is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the obligations under this Lease, or any other agreements and transactions contemplated hereby are at any time not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which the funds were provided, and if funds are not otherwise available to Tenant, Tenant agrees that if at any time the budget for Tenant does not include amounts sufficient to satisfy all payment obligations and other amounts due under this Lease in its

fiscal year budget, which is subject to annual review and approval by the IHL, Tenant agrees that it shall include in such budget, sufficient amounts due under this Lease to ensure that a budget request is made in such amount so as to satisfy all payment obligations and other amounts due under this Lease so as to provide for sufficient funds for payments. Tenant further covenants that if revenue at any time is insufficient to satisfy Tenant's obligation under this Lease, Tenant will provide amounts from any legally available source and will then allocate the same to cure said insufficiency.

14. Change of Law.

Notwithstanding any other provisions of this Lease, if during the Term hereof any Adverse Law or Change of Law (defined below) results in an Adverse Consequence (defined below), the parties agree to make reasonable revisions to this Lease to avoid such Adverse Consequences while seeking to maintain the parties as close as possible to their original positions despite such revisions. Upon notice by one party to another of such Change of Law, the parties agree that they shall attempt to resolve the matter within thirty (30) days of such notice. If the parties cannot agree upon renegotiated terms hereunder within such 60-day period, then this Lease will terminate immediately upon written notice by one party to the other of an inability to agree. As used herein, "Adverse Law" or "Change of Law" shall mean: (a) any new legislation enacted by the federal government or the government of Mississippi; (b) any new third party payor or governmental agency law, rule, regulation, or guideline; or (c) any judicial order or decree; and "Adverse Consequence" shall mean a Change of Law that prohibits, restricts, limits, or otherwise affects either party's rights or obligations hereunder in a material manner or otherwise makes it desirable to restructure the relationship established hereunder because of material legal consequences, including loss of tax exempt status, resulting from such Change of Law.

15. No Liens.

15.1 Tenant will not permit any mechanic's or materialmen's lien(s) or other liens or encumbrances of any nature whatsoever to be placed upon the Leased Facility and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Leased Facility, or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanic's or materialmen's lien(s) or other liens against the Leased Facility. In the event any such lien is attached to the Leased Facility or any portion thereof, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same after verifying its validity. Any amount paid by Landlord for any of the aforesaid purposes, together with Interest from the date expended until the date repaid, shall be paid by Tenant to Landlord on demand as additional Rent.

15.2 Landlord will not permit any mechanic's or materialmen's lien(s) or other liens or encumbrances of any nature whatsoever to be placed upon the Leased Facility and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Tenant, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Leased Facility, or any

part thereof, nor as giving Landlord any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanic's or materialmen's lien(s) or other liens against the Leased Facility. In the event any such lien is attached to the Leased Facility or any portion thereof, then, in addition to any other right or remedy of Tenant, Tenant may, but shall not be obligated to, discharge the same after verifying its validity. Any amount paid by Tenant for any of the aforesaid purposes, together with interest from the date expended until the date repaid, shall be paid by Landlord to Tenant on demand.

16. Notices.

All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by nationally recognized private courier, or by United States mail. Notices delivered by mail shall be deemed given three business days after being deposited in the United States mail, postage prepaid, registered or certified mail. Notices delivered by hand or by nationally recognized private carrier shall be deemed given on the first business day following receipt. All notices shall be addressed as follows:

If to the Landlord: Leflore County
Attn: Leflore County Board of Supervisors, President

Greenwood, MS

and

City of Greenwood
Attn: Mayor & City Council

Greenwood, MS

If to the Tenant: University of Mississippi Medical Center
Attn: CEO for Community Hospitals
960 JK Avent Drive
Grenada, MS 38902

and

University of Mississippi Medical Center
Attn: Office of General Counsel
2500 North State Street
Jackson, MS 39216

and to such other respective addresses and/or addressees as may be designated by notice given in accordance with the provisions of this Section 16.

17. Separability; Binding Effect.

Each provision hereof shall be separate and independent and, the breach of any such provision by Landlord shall not discharge or relieve Tenant from its obligations to perform each and every covenant to be performed by Tenant hereunder. Likewise, each provision hereof shall be separate and independent and, the breach of any such provision by Tenant shall not discharge or relieve Landlord from its obligations to perform each and every covenant to be performed by Landlord or Tenant the context may require hereunder. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforceable to the extent permitted by law. All provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of Landlord and Tenant to the same extent as if each such successor and assign were named as a party hereto. This Lease may not be changed, modified or discharged except by a writing signed by Landlord and Tenant. Any such change, modification or discharge made otherwise than as expressly permitted by this paragraph shall be void. This Lease shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

18. Headings and Table of Contents.

The table of contents and the headings of the various Sections and Schedules of this Lease have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Lease.

19. Counterparts.

This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

20. Memorandum of Lease.

Upon request of either party hereto, the parties shall execute and deliver to each other duplicate originals of a Memorandum of this Lease, in recordable form, containing the information required by law for recording the same.

21. No Implied Waiver.

21.1 The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement herein, or to exercise any option, right, power or remedy contained in the Lease shall not be construed as a waiver or a relinquishment thereof for the future. No act or thing done by Landlord or its agents during the Term shall be deemed an acceptance or surrender of the Leased Facility, and no agreement to accept a surrender of the Leased Facility shall be valid unless in writing and signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent due under this Lease shall be deemed to be other than on account of the earliest Rent due hereunder, or any portion thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and

satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

21.2 Likewise, the failure of Tenant to insist at any time upon the strict performance of any covenant or agreement herein, or to exercise any option, right, power or remedy contained in the Lease shall not be construed as a waiver or relinquishment thereof for the future. No act or thing done by Tenant or its agents during the Term shall be deemed in acceptance or surrender in the Leased Facility, and no agreement regarding the Leased Facility shall be valid, unless in writing and signed by Tenant.

22. No Partnership.

The parties hereto intend the relationship created by this Lease to be that of landlord and tenant and do not intend for the arrangement between them to be a partnership, joint venture, agency or other similar relationship.

23. Right to Purchase Assets at End of Term.

Upon expiration or earlier termination of this Lease and to the extent permitted by applicable laws, rules and regulations of the State of Mississippi, Landlord shall purchase or assume the lease as to all equipment owned or leased by Tenant and used by Tenant in the operation of the Leased Facility and purchased or leased within the last three years of the expiration or earlier termination of this Lease; if Tenant so elects, in Tenant's sole discretion. Upon expiration or earlier termination of this Lease, Landlord, at Tenant's option, may purchase or assume the lease regarding all or any portion of the personal property owned by Tenant and used in the operations of the Leased Facility as of the last day of the Term. The purchase price paid by Landlord for the equipment and personal property shall be the then net book value of such equipment and personal property at the time of expiration or earlier termination of this Lease, based on Tenant's books and records. Tenant shall transfer and convey the same by bill of sale, free of all liens and Landlord shall pay the purchase price as mutually agreed to by the parties.

24. No Alienation of Leased Facility.

During the Term, Landlord shall not convey, transfer or otherwise alienate the Leased Facility or any interest therein to any person or entity except Tenant, without the Tenant's prior written consent, which may be denied, delayed, or withheld in Tenant's sole discretion.

25. Expenses.

Except as otherwise provided herein or in the Agreement, each party shall pay their own fees and expenses and those of their agents, advisors, attorneys and accountants with respect to the Lease and the documents contemplated herein and therein. Tenant agrees to pay all recording taxes and fees related to the Lease and the matters contemplated herein.

26. Exhibits and Schedules. All Exhibits and Schedules referred to in this Lease are hereby made a part hereof and incorporated by reference herein.

27. Non-Compete. To the extent allowed by applicable law, the Landlord covenants and agrees that it will not directly or indirectly own, operate, manage or finance any health care facility that will compete with Tenant's businesses or operations in the Hospital service area so long as Tenant leases the Leased Facility or any part thereof. This covenant shall survive the transactions contemplated herein.

28. Arms-Length Negotiations. This Lease has been negotiated in good faith through arms-length negotiations. Nothing contained in this Lease is intended or shall be construed: (i) to require, influence or otherwise induce or solicit a party regarding referrals of business, or recommending the ordering of any items or services of any kind whatsoever to any party; or (ii) to interfere with a medical provider's judgment regarding the ordering of any items or services of any kind, or with a patient's right to choose his or her own health care provider. The Parties acknowledge that the Rent to be paid by Tenant to Landlord is set at fair market value and is not determined in a manner that takes into account the volume or value of any referrals or other business generated between the Parties.

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

ADD SIGNATURE BLOCKS FOR ALL PARTIES

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF LEASES, SERVICE CONTRACTS AND INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES, SECURITY DEPOSITS, SERVICE CONTRACTS AND INTANGIBLES (this "Assignment") is entered into as of the ____ day of _____, 2022, between **GREENWOOD LEFLORE HOSPITAL**, a community hospital owned by Greenwood Leflore Hospital District, and acting through its Board of Trustees (the "Trustees", and together with the County and City, the "Assignor"), having an office at _____ and **UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**, a department of the University of Mississippi, a body politic of the State of Mississippi (the "Assignee"), having an office at 2500 N. State Street, Jackson, MS 39216.

1. Property. The "Property" means the real property located in the City of Greenwood, County of Leflore, State of Mississippi, commonly known as "Greenwood Leflore Hospital," together with the building, structures and other improvements located thereon.

2. Leases. The "Leases" means those service contracts, leases service contract, tenancies, rental agreement, contracts and occupancy agreements affecting the Property which are described in Exhibit A attached to this Assignment.

3. Security Deposits. "Security Deposits" means those security deposits held by or for Assignor on account of tenants under the Leases as such deposits and with respect to which Assignee received a credit at the closing of the transaction with respect to which this Assignment has been executed and delivered. The Security Deposits are set forth on the attached Exhibit A.

4. Intangibles. "Intangibles" means all right, title and interest of Assignor, if any, in the name "Greenwood Leflore Hospital" (but only as such name applies to the Property and not precluding Assignor from using the name with respect to another property owned by Assignor other than within Leflore County) and, to the extent assignable by Assignor, all warranties, licenses or other contracts (other than Service Contracts) issued in connection with the Property and, if available, the telephone number(s) used at the Property (collectively, the "Intangibles").

5. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers and assigns to Assignee the entire right, title and interest of Assignor in and to the Leases, the Security Deposits and the Service Contracts.

6. Assumption. Assignee hereby assumes the covenants, agreements and obligations of Assignor as landlord or lessor under the Leases as of the date of this Assignment. Assignee hereby assumes the covenants, agreements and obligations of Assignor under the Service Contracts which are applicable to the period and required to be performed from and after the date of this Assignment, but not otherwise.

7. Attorneys' Fees. If either Assignee or Assignor, or their respective successors or assigns, file suit to enforce the obligations of the other party under this Assignment, the prevailing party shall be entitled to recover the reasonable fees and expenses of its attorneys.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

9. Counterparts. This Assignment may be signed in any number of counterparts each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment the day and year first above written.

ASSIGNOR:

LEFLORE COUNTY, MISSISSIPPI,
Acting through its Board of Supervisors

By: _____
President

Attest:

Chancery Clerk

CITY OF GREENWOOD, MISSISSIPPI,
Acting through its City Council and Mayor

By: _____
President

Attest:

City Clerk

GREENWOOD LEFLORE HOSPITAL
Acting through its Board of Trustees

By: _____
Name: _____
Title: _____

Attest:

Secretary

ASSIGNEE:

UNIVERSITY OF MISSISSIPPI MEDICAL
CENTER

By: _____

LouAnn Woodward, M.D.
Vice Chancellor for Health Affairs
University of Mississippi Medical Center
Dean, School of Medicine

EXHIBIT B

LANDLORD'S COMMERCIAL PROPERTY INSURANCE

EXHIBIT C

CERTIFICATE OF COVERAGE FROM THE MISSISSIPPI TORT CLAIMS BOARD

EXHIBIT D

ESCROW AGREEMENT

SCHEDULE 1.6

BUILDINGS

See attached

SCHEDULE 1.16

EQUIPMENT

See attached equipment list dated as of July __, 2022

SCHEDULE 1.26

REAL PROPERTY DESCRIPTION

SCHEDULE 6.1

PERMITTED ENCUMBRANCES; TITLE POLICIES

[to be provided in connection with title work]

SCHEDULE 6.2

CONDITION OF PREMISES: DEFERRED MAINTENANCE: RENT ROLLS

Condition of Premises

Deferred Maintenance

Rent Rolls

SCHEDULE 6.4

CONDITION OF EQUIPMENT SEE SCHEDULE 6.2