

FIRST AMENDMENT TO LEASE AND TRANSFER AGREEMENT

This First Amendment to Lease and Transfer Agreement (this "Amendment") is made and entered into as of this 16th day of July, 2020 (the "Effective Date"), by and between **Southeast Volusia Hospital District**, an independent special taxing district of the State of Florida ("Lessor"); **Southeast Volusia Healthcare Corporation**, a Florida not-for-profit corporation ("Lessee"); **Adventist Health System Sunbelt Healthcare Corporation**, a Florida not-for-profit corporation ("AHS"); and **Bert Fish Medical Center, Inc.**, a Florida not-for-profit corporation ("BFMCI").

RECITALS

WHEREAS, the parties entered into that certain *Lease and Transfer Agreement* executed on April 1, 2016 (the "Original Agreement"); and

WHEREAS, the parties desire to amend the Original Agreement to extend the Capital Expenditure Period, and to grant Lessee additional time to fulfill the Capital Expenditure Commitment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which each party hereby acknowledges, the parties agree as follows:

1. Recitals and Definitions. The recitals above are incorporated herein by reference. Unless defined in this Amendment, words used in this Amendment shall have the same meaning set forth in the Original Agreement.

2. Amendment of Original Agreement. In Article II of the Original Agreement, Section 2.8 is hereby revised to read as follows:

2.8 *"Capital Expenditure Period" means the sixty-six (66) month period beginning on the Commencement Date.*

3. Entire Agreement. This Amendment shall supplement and constitute part of the Original Agreement as of the Effective Date. To the extent that the provisions of this Amendment and the Original Agreement conflict, the provisions of this Amendment shall prevail. Except as specifically amended herein, all other provisions of the Original Agreement shall remain in full force and effect. This Amendment constitutes the entire agreement and understanding between the parties hereto, and supersedes any prior agreement or understanding relating to the subject matter of this Amendment. This Amendment may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

4. Counterparts. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto, so long as at least one counterpart is executed by each

party. Signatures of any party transmitted by facsimile or electronic mail (including, without limitation, electronic mailing of a so-called portable document format or "pdf" of a scanned counterpart) shall be treated as and deemed to be original signatures for all purposes, and shall have the same binding effect as if they were original, signed instruments delivered in person.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

Signed, sealed, and delivered in the presence of:

Chris Iardi
Name: Chris Iardi

Jeff Davidson
Name: Jeff Davidson

Jonda Arbogast
Name: Jonda Arbogast

Amy Thomas
Name: Amy Thomas

Chris Iardi
Name: Chris Iardi

Jeff Davidson
Name: Jeff Davidson

Jonda Arbogast
Name: Jonda Arbogast

Amy Thomas
Name: Amy Thomas

LESSOR:
Southeast Volusia Hospital District, an independent special tax district of the State of Florida

By: William Preston
Name: William Preston
Title: Chairman of the Board

LESSEE:
Southeast Volusia Healthcare Corporation, a Florida not-for-profit corporation

By: Dennis Hernandez, MD
Name: Dennis Hernandez, MD
Title: CEO

BFMCI:
Bert Fish Medical Center, Inc., a Florida not-for-profit corporation

By: William Preston
Name: William Preston
Title: Chairman of the Board

AHS:
Adventist Health System Sunbelt Healthcare Corporation, a Florida not-for-profit corporation

By: Dennis Hernandez, MD
Name: Dennis Hernandez, MD
Title: CEO