

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to the Lease Agreement ("**Fourth Amendment**"), dated as of December 15, 2017, is entered into by and between the Travis County Healthcare District d/b/a Central Health, a hospital district created under Chapter 281 of the Texas Health and Safety Code and a political subdivision of the State of Texas ("**Landlord**"), and Seton Family of Hospitals, a Texas nonprofit corporation ("**Tenant**") (each a "**Party**" and collectively the "**Parties**").

RECITALS:

A. Landlord and Tenant entered into a certain lease agreement ("**Original Lease**") dated effective June 1, 2013, that certain First Amendment to the Original Lease dated December 19, 2013 (the "**First Amendment**"), that certain Second Amendment to the Original Lease dated September 1, 2014 (the "**Second Amendment**"), and that certain Third Amendment to the Original Lease dated December 14, 2014 (the "**Third Amendment**") (the Original Lease, First Amendment, Second Amendment, and Third Amendment are hereinafter collectively referred to as the "**Amended Lease**" and the Amended Lease and this Fourth Amendment are hereinafter collectively referred to as the "**Lease**") for the Premises described therein;

B. Ascension Texas, a Texas non-profit corporation, f/k/a Seton Healthcare Family ("**Guarantor**"), executed and delivered to Landlord that certain Guaranty dated June 1, 2013 ("**Guaranty**"), pursuant to which Guarantor unconditionally and irrevocably guaranteed the complete and timely payment and performance of each obligation of Tenant (and any assignee) under the Original Lease and any extensions, renewals, or amendments to the Original Lease;

C. Contemporaneously with the execution and delivery of this Fourth Amendment, Landlord and Tenant are entering into that certain Parking Garage Lease Agreement (the "**Parking Garage Lease**"), that certain CEC Lease Agreement ("**CEC Lease**"), and that certain In-Building IT/Telecom Solutions Agreement ("**IT/Telecom Solutions Agreement**"), each dated effective December 15, 2017;

D. In accordance with Section 17.1 of the Amended Lease, Landlord and Tenant shall commence negotiating a Lease Amendment as soon as reasonably practicable after the date on which Landlord and Tenant have entered into the New Teaching Hospital Agreement; and

E. As the Teaching Hospital Commencement Date has occurred, Landlord and Tenant desire to modify certain provisions of the Amended Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, and the Amended Lease is modified as follows:

AGREEMENTS:

1. **Definitions.** All capitalized terms not otherwise defined herein have the meanings given them in the Amended Lease.

2. **Termination of Lease.** Effective as of 11:59 p.m. central standard time on December 31, 2017 ("**Effective Date**"), the Lease will terminate and neither Landlord nor Tenant will have any further obligations thereunder, except for the obligations of the Parties under this Fourth Amendment, and the obligations of the Parties that are set forth in the Lease that by their express terms are intended to survive the termination of the Lease. On or before the Lease Termination Date, Tenant will surrender the

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Premises in accordance with the terms of the Amended Lease, including Section 19.7 of the Amended Lease (i.e., Surrender of Premises; Holding Over).

3. **Final Reconciliation of Rent.**

(a) Landlord and Tenant acknowledge that, during the period commencing on May 22, 2017 and expiring on the Effective Date inclusive, Tenant paid Base Rent and Contingent Rent to Landlord in the sum of \$20,532,822.00. Landlord and Tenant further acknowledge and agree that the sum paid to Landlord is greater than the amount of Rent owed by Tenant for the same period, as Tenant occupied less than the entire Premises during this period. The amount of Rent owed to Landlord during the above referenced period for the Central Health Downtown Campus was \$6,828,685.00, consisting of \$1,098,387.00 of Base Rent and \$5,730,298.00 of Contingent Rent.

(b) Additionally, the amount of Rent owed to Landlord for the above-referenced period, as specified in Section 3(a), above, includes a monthly aggregate rent payment of \$150,000.00, pro-rated for partial months as applicable, for continued use of the Hospital Tower and Other Buildings, including the Psych ED Premises.

(c) Landlord agrees that Tenant is entitled to receive a partial refund of the Rent paid to Landlord during such period. The refund that Tenant is entitled to receive from Landlord is \$13,704,137.00 ("**Refund Amount**").

(d) Landlord will pay the Refund Amount to Tenant in immediately available funds on or before January 15, 2018. The payment of the Refund Amount will be made via wire transfer to an account designated by Tenant in writing or by such other means as Landlord and Tenant may agree in writing.

4. **Reimbursement of Costs.**

(a) Landlord shall reimburse and pay to Tenant all agreed costs related to Tenant's providing or performing services or work to secure University Medical Center at Brackenridge prior to the Effective Date. Additionally, Landlord agrees to pay to Tenant \$19,815.50, which amount represents fifty percent 50% of the installed cost of perimeter chain link fencing and gates installed by Samuel Cardenas Company for Tenant. Tenant hereby acknowledges and agrees that ownership of said fence and gates shall immediately and fully transfer to Landlord upon receipt of final payment of this amount by Tenant.

(b) Tenant shall reimburse Landlord for any and all direct costs and expenses ("**Direct Costs and Expenses**") that Landlord shall incur on Tenant's behalf in connection with the operation of the Premises (e.g., electric and gas utilities charges) on or before the Effective Date, in an aggregate amount not to exceed \$75,000. Tenant shall pay Landlord any such Direct Costs and Expenses within 30 days following Landlord's delivery to Tenant of copies of such detailed invoices and such other supporting documentation as shall be reasonably required by Tenant in order to substantiate Landlord's incurrence of any such Direct Costs and Expenses.

5. **Guaranty.** Guarantor joins in the execution and delivery of this Fourth Amendment in order to evidence Guarantor's ratification of the Guaranty and its agreement to perform its covenants thereunder. Guarantor acknowledges and agrees that the Guaranty guarantees the obligations of Tenant under the Lease (including, without limitation, the First Amendment to the Lease). Nothing herein shall be deemed to revoke, waive, modify or invalidate the Guaranty.

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6. **Representations.** Each Party represents to the other that it has full power and authority to execute this Fourth Amendment.

7. **Miscellaneous.**

(a) This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The signatures of the Parties hereto may be transmitted by facsimile or other electronic delivery, and each such facsimile signature or other electronic delivery signature (including a PDF signature) will, for all purposes, be deemed to be the original signature of the Party whose signature it reproduces and be binding upon such Party.

(b) This Fourth Amendment sets forth the entire agreement between the Parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

(c) Except as herein modified or amended, the provisions, conditions, and terms of the Lease shall remain unchanged and in full force and effect.

(d) In the case of any inconsistency between the provisions of the Amended Lease and this Fourth Amendment, the provisions of this Fourth Amendment shall govern and control.

(e) Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Fourth Amendment. Tenant agrees to indemnify and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents, harmless from all claims of any brokers claiming to have represented Tenant in connection with this Fourth Amendment. Landlord hereby represents to Tenant that Landlord has dealt with no broker in connection with this Fourth Amendment. To the extent permitted under the laws and constitution of the State of Texas, Landlord agrees to indemnify and hold Tenant, its members, principals, beneficiaries, partners, officers, directors, employees, and agents, and the respective principals and members of any such agents, harmless from all claims of any brokers claiming to have represented Landlord in connection with this Fourth Amendment.

[Signatures Appear on Following Page]

EXECUTED to be effective as of the Effective Date.

LANDLORD:

TRAVIS COUNTY HEALTHCARE DISTRICT, D/B/A CENTRAL HEALTH
A hospital district created under Chapter 281 of the Texas Health and Safety Code
And political subdivision of the State of Texas

By: _____
Name: Mike Geeslin
Title: President and CEO

EXECUTED to be effective as of the Effective Date.

TENANT:

SETON FAMILY OF HOSPITALS
A Texas nonprofit corporation

By: _____
Name: Greg Hartman
Title: Chief – External and Academic Affairs

SETON FAMILY OF HOSPITALS
A Texas nonprofit corporation

By: _____
Name: Scott Herndon
Title: Chief Financial Officer

GUARANTOR:

ASCENSION TEXAS
A Texas nonprofit corporation, f/k/a Section Healthcare Family

By: _____
Name: Greg Hartman
Title: Chief – External and Academic Affairs

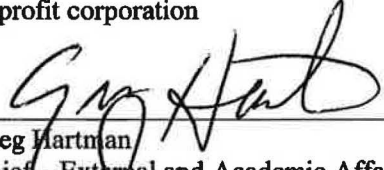
ASCENSION TEXAS
A Texas nonprofit corporation, f/k/a Section Healthcare Family

By: _____
Name: Scott Herndon
Title: Chief Financial Officer


EXECUTED to be effective as of the Effective Date.

TENANT:

SETON FAMILY OF HOSPITALS
A Texas nonprofit corporation

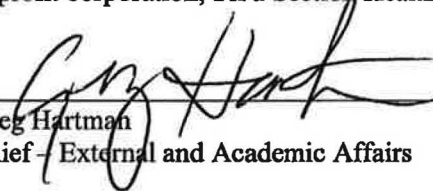
By: 
Name: Greg Hartman
Title: Chief - External and Academic Affairs

SETON FAMILY OF HOSPITALS
A Texas nonprofit corporation

By: 
Name: Scott Herndon
Title: Chief Financial Officer

GUARANTOR:

ASCENSION TEXAS
A Texas nonprofit corporation, f/k/a Section Healthcare Family

By: 
Name: Greg Hartman
Title: Chief - External and Academic Affairs

ASCENSION TEXAS
A Texas nonprofit corporation, f/k/a Section Healthcare Family

By: 
Name: Scott Herndon
Title: Chief Financial Officer

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