

**THIRD AMENDMENT TO LEASE AGREEMENT
BETWEEN GADSDEN COUNTY, FLORIDA and
GADSDEN HOSPITAL, INC. and
TALLAHASSEE MEDICAL CENTER, INC.**

This THIRD AMENDMENT to the LEASE AGREEMENT by and between GADSDEN COUNTY, FLORIDA ("County") and GADSDEN HOSPITAL, INC. ("GHI") and TALLAHASSEE MEDICAL CENTER, INC. d/b/a CAPITAL REGIONAL MEDICAL CENTER ("Company"), is made and entered into effective _____, 2016 even though it may finally be executed and delivered on a subsequent basis.

WHEREAS, County, GHI and Company entered into a certain Lease Agreement in March, 2010 wherein the County and GHI leased a hospital facility to Company now known as "Capital Regional Medical Center-Gadsden Memorial Campus;" and

WHEREAS, the parties have previously entered into First and Second Amendments to said Lease Agreement; and

WHEREAS, the parties hereto desire to enter into the Third Amendment to Lease Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Lease Agreement as follows:

1. Section 1.1 of the Lease Agreement is amended to strike the definition of "Capital Expenditures" and replace it with the following:

"Capital Expenditures" means any expenditure in excess of Five Thousand Dollars (\$5,000) by Company normally capitalized under generally accepted accounting principles consistently applied, and in accordance with Company's customary accounting principles and procedures, including but not limited to any fixed or moveable equipment or physical plant renovations or improvements.

2. Section 4.8 is amended to read as follows:

Section 4.8 County EMS Services. County, or its Affiliate, Gadsden County EMS, shall bear the cost of transporting patients by EMS to Hospital via 911 calls or citizen requests for ambulance transport. County, or its Affiliate, Gadsden EMS, shall also bear the cost of transporting patients in need of inpatient or specialized care from the Hospital to another acute care facility. Nothing contained herein shall limit the ability of County or of Gadsden EMS to bill patients, third party payors or others, except for Company, for such transports. Notwithstanding the foregoing, Company shall pay Gadsden EMS (or its designee) the sum of Three Hundred Dollars (\$300.00) for transport of the following patients:

-Those transported by Gadsden EMS from Hospital to Company's hospital located at 2626 Capital Medical Blvd, Tallahassee, FL 32308; and

-For whom the payor is either (a) Medicare; or (b) a Medicare health maintenance organization that does not provide coverage for EMS transport from Hospital to Company's hospital located at 2626 Capital Medical Blvd, Tallahassee, FL 32308;

-For whom there is no other payment source that Gadsden EMS could properly bill or collect payment from for such transports (excluding any Medicare or Medicare HMO deductible or co-pay amounts); and

-For whom Gadsden EMS (or its designee) have billed and provided appropriate documentation satisfactory to Company.

2. The Lease is hereby ratified and confirmed and remains in full force and effect, as amended hereby. In the event of a conflict between the terms of this Third Amendment and the terms of the Lease, the terms of this Third Amendment shall control. This Third Amendment 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. Defined terms used in this Third Amendment not defined herein shall have the meaning set forth in the Lease.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by its respective duly authorized officers as of the day and date first above written.

COUNTY:

Gadsden County Florida Board of County Commissioners

BY: _____

Witness

TITLE: _____

DATE: _____

Witness

GHI:

Gadsden Hospital, Inc.

BY: _____

Witness

TITLE: _____

DATE: _____

Witness

COMPANY:

Tallahassee Medical Center, Inc. d/b/a Capital Regional Medical Center

BY: Mark R

Patricia A. Giamli
Witness

TITLE: CEO

DATE: 2/1/16

R. Wheeler
Witness