

LEASE AGREEMENT

This LEASE AGREEMENT (the “Lease”) is made and entered into this 1st day of December, 2024 (the “Effective Date”), by and between BLOUNT COUNTY, a political subdivision of the State of Tennessee (“Landlord”), and PRISMA HEALTH – BLOUNT MEMORIAL HOSPITAL, INC., a Tennessee non-profit corporation (“Tenant”).

RECITALS

WHEREAS, Landlord is the fee owner of the real property upon which is located Blount Memorial Hospital (the “Hospital”) consisting of the parcels at and around 907 E. Lamar Alexander Parkway, Maryville, Tennessee 37804, being more particularly described on EXHIBIT A attached hereto and made a part hereof, together with all easement rights and appurtenances thereto, and all buildings, permanent improvements and fixtures now or hereafter located thereon, together with all easements, rights of way, and other rights appurtenant thereto (collectively, the “Premises”);

WHEREAS, Landlord believes it is in the best interest of the people of Blount County, Tennessee, to lease the Premises to Tenant in order for Tenant to operate the Hospital;

WHEREAS, Tenant desires to lease the Premises for purpose of operating the Hospital; and

WHEREAS, Landlord and Tenant desire to enter into this Lease to memorialize the terms upon which Tenant will lease the Premises from Landlord, all as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the rents, covenants and agreements, and stipulations hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, the parties hereto agree as follows:

WITNESSETH

1. LEASED PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions set forth herein, the Premises. Tenant has been given full opportunity to inspect the condition and suitability of the Premises and Tenant is entering this Lease relying solely upon the results of Tenant’s own inspections and investigations. The Premises is leased on an “AS-IS, WHERE-IS” basis without warranty or representation by Landlord of any kind, except as specifically set forth in this Lease. Without limiting the foregoing, Landlord makes no representation or warranty concerning the condition of the Premises, or any restrictions or requirements of zoning, building codes or similar laws, rules or regulations applicable to the operation or maintenance of the Premises for any purpose whatsoever.

2. TERM

(a) The term of this Lease shall commence on December 1, 2024 (the “Commencement Date”), and shall continue for a period of fifty (50) years (the “Initial Term”; together with any

exercised Renewal Terms (as defined below), as applicable, the “Term”), subject to renewal or termination as provided in this Lease.

(b) Provided Tenant is not in default under the terms of this Lease beyond the applicable notice and/or grace period, upon the expiration of the Initial Term and the first Renewal Term (as defined below), as applicable, the Term of this Lease shall automatically renew for two (2) additional consecutive twenty-five year (25) periods (each, a “Renewal Term,” and collectively, the “Renewal Terms”) on the same terms and conditions as are applicable to the Initial Term, unless Tenant provides written notice to Landlord at least two (2) years prior to the expiration of the then-current Term that Tenant elects not to have the then-current Term automatically renew, in which case this Lease shall terminate at the end of the then-current Term. The first (1st) Renewal Term shall commence from the date of the expiration of the Initial Term and the second (2nd) Renewal Term shall commence from the date of the expiration of the first (1st) Renewal Term.

3. RENTAL

(a) Tenant shall pay to Landlord the sum of One and No/100ths Dollars (\$1.00) as base rent (the “Base Rent”) for the lease of the Premises. The Base Rent for the Term has been paid in advance by Tenant to Landlord upon execution of this Lease.

(b) Tenant shall also pay to Landlord any sales and use tax, if any, imposed on any rents payable hereunder from time to time by state law or any other governmental entity. Such tax as well as any other payments required to be paid by Tenant pursuant to this Lease, except Base Rent, shall be considered as additional rent hereunder. Base Rent, and all additional rent are hereinafter referred to as “Rent.” Notwithstanding anything to the contrary contained in this Lease, for so long as Tenant is and remains a 501(c)(3) entity exempt from the obligation to pay any sales and/or use taxes in connection with Rent and any other sums due Landlord under this Lease, Tenant shall have no obligation to pay any such sales and/or use taxes.

(c) It is expressly understood and agreed this Lease is a completely net lease, and Landlord shall not be required to make any expenditure, incur any obligation or incur any liability of any kind whatsoever in connection with this Lease or the financing, ownership, lease, construction, maintenance, operation or repair of the Premises during the Term.

4. TAXES AND ASSESSMENTS

(a) Tenant agrees and covenants to pay, prior to delinquency, all real estate taxes and assessments, if any, which are or may be levied or assessed during the Term of this Lease upon the Premises, or upon any of the Tenant’s Property (as hereinafter defined), and all taxes and assessments of every kind and nature whatsoever arising in any way from the use, occupancy or possession of the Premises. To that end, Landlord shall not be required to pay any taxes or assessments whatsoever which relate to or may be assessed against this Lease, the Rent and other amounts due hereunder, the Premises and Tenant’s Property. Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that (i) the Premises are not currently subject to any such taxes and assessments, and (ii) Landlord shall cooperate with Tenant in connection with any exemption applications by Tenant with respect to the Premises and any such taxes or assessments.

(b) If requested by Landlord in writing, within thirty (30) days after Tenant receives the paid receipted tax bills, Tenant shall furnish Landlord with copies thereof.

5. USE; OPERATIONS

(a) Tenant shall continuously and at all times during the Term use the buildings and other improvements now or hereafter located on the Premises (the "Improvements") for the operation of a general acute care hospital as defined in Tenn. Comp. R. & Regs. Section 0720-14-.03(37) or any successor laws, rules or regulations and related medical services, and any incidental and related purposes thereto, subject to Tenant's right to close all or any portions of the Premises during the time period when Tenant is completing any repairs, reconstruction or renovations of the Premises or any portions thereof. Tenant shall maintain an accreditation of the Hospital as an acute care hospital by the Joint Commission or another accrediting agency recognized by Medicare and the Tennessee Health Facilities Commission. Tenant shall obtain prior to the Effective Date and maintain during the entire Term of this Lease all necessary permits and approvals required by applicable governmental authorities for the operation of the Hospital, subject to Tenant obtaining after the Effective Date any such permits or approvals that are not available to Tenant prior to the Effective Date. With respect to such permits or approvals that are not available to Tenant prior to the Effective Date, Tenant shall promptly apply for such permits or approval after the Effective Date and diligently pursue such permits or approvals until receipt.

(b) Tenant shall at all times occupy and use the Premises and operate the Hospital in compliance with the laws and ordinances applicable to the Premises and the Hospital. Within twenty-one (21) days of Landlord's request, Tenant shall provide Landlord with copies of such permits, certificates, reports, evaluations and other related documents that Landlord reasonably deems necessary to confirm Tenant's compliance with applicable laws in connection with its use and occupancy of the Premises and operation of the Hospital.

(c) During the Term, the signage on the Premises shall comply with the requirements of subsection (g) of the Private Acts of 1945 Chapter 187 in effect as of the Effective Date.

6. ALTERATIONS AND IMPROVEMENTS.

(a) Tenant's Property. Tenant shall be permitted to install, use, repair and replace on and about the Premises at any time and from time to time such trade fixtures, furnishings, equipment and other personal property necessary and beneficial for the operation of the Hospital (the "Tenant's Property"), all of which at all times shall remain the property of Tenant. Tenant shall remove all Tenant Property from the Premises on or before the expiration or termination of this Lease, and upon any such removal Tenant shall repair any damage caused by such removal.

(b) Subsequent Improvements. During the Term, Tenant shall have the right to make any additions, alterations, renovations, replacements, changes and improvements, structural and nonstructural, to the Improvements as Tenant shall desire (collectively, "Alterations"); provided, however, that all Alterations shall be done in compliance with all applicable laws and at Tenant's sole expense.

(c) Ownership of Improvements. Title to any part of the Improvements, whether or not constructed by Landlord, shall be vested in and remain the property of Landlord.

Notwithstanding the foregoing, any Alterations constructed by or for Tenant during the Term shall be considered Tenant's property and owned by Tenant during the Term of this Lease.

(d) Mechanic's and Other Liens. During the Term, Tenant shall not do or suffer anything to be done whereby the Premises, or any part thereof, may be encumbered by a mechanic's, materialman's, or other lien for work or labor done, services performed, materials, appliances, or power contributed, used, or furnished in or to the Premises or in connection with any operations of Tenant, or similar lien, and, if, whenever and as often as any such lien is filed against the Premises, or any part thereof, purporting to be for or on account of any labor done, materials or services furnished in connection with any work in or about the Premises, done by, for or under the authority of Tenant, or anyone claiming by, through or under Tenant, Tenant shall discharge the same of record within thirty (30) days after service upon Tenant of written notice of the filing thereof; provided, however, Tenant shall have the right to remove such lien by bonding same in accordance with applicable law. Tenant shall have the right to dispute any such mechanic's, materialman's, or other lien in accordance with applicable law provided appropriate measures, including, but not limited to, bonding same, have been taken by Tenant.

7. MAINTENANCE AND REPAIR

Tenant, at Tenant's sole expense, shall maintain and keep in good working order and repair the entire Premises during the Term of this Lease, all in compliance with all applicable laws and consistent with standard customary for a general acute care hospital. Tenant agrees that during the Term, Landlord shall have no obligation under this Lease to maintain the Premises or any portion thereof or to make any repairs or replacements to the Premises.

8. CASUALTY

If the Premises is damaged by fire or other casualty, then this Lease shall continue in effect and the Premises shall be promptly restored by Tenant, at Tenant's sole expense, to substantially the same condition in which it existed at the time the casualty occurred to the extent permitted by applicable law.

9. INSURANCE

(a) During the Term of this Lease, Tenant, at its sole expense, shall keep the Premises, Improvements and Tenant Property located on the Premises insured against fire and other casualty, including, but not limited to, coverage for glass breakage, vandalism and malicious mischief on a special form basis in an amount not less than one hundred percent (100%) of the actual replacement value of the Premises, Improvements and Tenant's Property. Landlord shall be named as a loss payee with respect to the Premises and the Improvements (but not as to Tenant's Property).

(b) During the Term of this Lease, Tenant shall also maintain, at its sole expense, commercial general liability insurance covering the Premises against all claims for personal injury, death, or property damage insuring Tenant and naming Landlord as an additional insured in amounts of not less than Twenty Million Dollars (\$20,000,000.00) in the aggregate.

(c) During the Term of this Lease, Tenant shall also maintain worker's compensation and employer's liability coverage insurance as to Tenant's employees involved in the construction, operation or maintenance of the Premises in compliance with applicable law.

(d) During the Term of this Lease, Tenant shall also maintain professional liability insurance with respect to the Hospital operations consistent with then-current standards for similarly situated tenants as Tenant.

(e) During the Term of this Lease, Tenant shall also maintain such other insurance against insurable hazards with respect to the Premises as are then typical and consistent with then-current standards for similarly situated properties in the vicinity of the Premises.

(f) Tenant's insurance required herein shall be written companies legally qualified to issue such insurance that are rated (A) "A-VII" or better by A.M. Best, or (B) A or better by Standard & Poor's Rating Service and otherwise reasonably acceptable to Landlord. Prior to the Effective Date and within twenty (20) days of a written request by Landlord thereafter, Tenant shall provide Landlord with certificates of such insurance policies. All commercial general liability and property insurance policies shall contain a written obligation on the part of the insurance carrier to notify Landlord in writing not less than thirty (30) days prior to the effective date of any cancellation or material reduction of any such insurance coverage. In the event such a written obligation on the part of the insurance carrier is not obtainable after using commercially reasonable efforts, Tenant agrees that Tenant shall provide Landlord written notice thirty (30) days prior to any such cancellation or material reduction of any such insurance coverage. All of Tenant's insurance policies shall contain a waiver of subrogation in favor of Landlord.

(g) Any insurance which Tenant is required to obtain pursuant to this Lease may be carried under a "blanket" or umbrella/excess liability policy or policies covering other properties or liabilities of Tenant or Tenant's Affiliates.

(h) Subject to the following terms and conditions, Tenant shall be permitted the right to have its parent or an Affiliate corporation self-insure, in whole or in part, any of the coverages required hereby to be maintained by Tenant through a captive insurance company owned by Tenant's parent so long as throughout the Term such captive insurance company shall continue to be fully funded annually, based upon an actuarial review process approved by the board of directors of such captive insurance company, its external auditor and any applicable captive insurance regulator. If Tenant elects to self-insure, Tenant shall be responsible for any losses or liabilities that would have been assumed by the insurance companies which would have issued the insurance required of Tenant under this Lease and shall be bound by the waiver of subrogation provision set forth in this Lease. In the event Tenant elects to self-insure all or any part of any risk that would be insured under the policies and limits described above, and an event occurs where insurance proceeds would have been available but for the election to self-insure, Tenant shall make funds available, to the same extent that they would have been available had such insurance policy been carried. Furthermore, the self-insurance protection shall be equivalent to the coverage required above and Tenant shall not be relieved from its indemnification obligations under this Lease. If there is a Tenant Default with respect to the requirements relating to self-insurance and insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord promptly within thirty (30) days of receipt of written demand the premium cost thereof.

10. UTILITIES

From and after the Commencement Date and continuing throughout the Term of this Lease, Tenant shall obtain and pay prior to delinquency for all charges for heat, water, gas, sewage,

electricity and any other utilities used or consumed on the Premises and shall contract for the same in its own name. Landlord shall have no responsibility or liability for the availability or lack of availability or the sufficiency or lack of sufficiency of or the interruption to any such services for any reason during the Term.

11. DEFAULT

(a) Tenant's Default. Each of the following shall comprise a default by Tenant hereunder ("Tenant Default"):

(i) If default shall be made in the continuous operation of the Hospital as set forth in Section 5 and such default shall continue for a period of ten (10) days following written notice of such default by Landlord to Tenant; or

(ii) If default shall be made in the compliance with Tenant's obligations under Section 9 of this Lease and such default shall continue for a period of ten (10) days following written notice of such default by Landlord to Tenant; or

(iii) If default shall be made in the compliance with Tenant's obligations under Section 21 of this Lease and such default shall continue for a period of ten (10) days following written notice of such default by Landlord to Tenant; or

(iv) If default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms, or conditions contained in this Lease other than that referred to in the foregoing Subsection (a)(i), (ii) or (iii) and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, provided that, in the case of a default which is capable of being cured but cannot be cured with due diligence within such period of thirty (30) days, such thirty (30) day cure period shall be extended for such additional time as is reasonably necessary to cure such default as long as Tenant commences to cure such default within such initial thirty (30) day cure period and thereafter pursues such cure with reasonable diligence; or

(v) If Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Tenant or of all or any substantial part of its properties or of the Premises and the same is not dismissed within ninety (90) days; or

(vi) If within ninety (90) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law, such proceeding shall not have been dismissed, or if within ninety (90) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, or liquidator of Tenant or of all or any substantial part of its properties or of the Premises,

such appointment shall not have been vacated or stayed on appeal or otherwise, or if within ninety (90) days after the expiration of any such stay, such appointment shall not have been vacated.

(vii) If Tenant or its successor ceases to be a non-profit corporation.

(b) Landlord's Remedies. Upon the occurrence of any Tenant Default, Landlord shall have the option to pursue any one or more of the following remedies in accordance with applicable law:

(i) Pursuant to an order from a court with jurisdiction over the Premises, terminate this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, and repossess and enjoy the Premises;

(ii) Seek specific performance of the defaulted obligations;

(iii) Pursuant to an order from a court with jurisdiction over the Premises, enter upon and take possession of the Premises (with or without terminating this Lease) and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, and relet the Premises; and

(iv) In case of re-entry, repossession and/or termination of this Lease pursuant to an order from a court with jurisdiction over the Premises, Tenant shall remain liable for any unpaid Rent and any and all other charges and obligations provided for in this Lease outstanding as the date of such re-entry, repossession and/or termination. Landlord shall have the right to purchase Tenant's Property consistent with provision of Section 11(b)(v) of this Lease.

(v) Upon the termination of this Lease following a Tenant Default, Landlord shall have the right to purchase Tenant's Property, including all trade fixtures, equipment, computer hardware and data processing equipment, furniture, machinery, office furnishings, instruments, leasehold improvements, and all rights in all warranties of any manufacturer or vendor with respect thereto, at the then-current fair market value of Tenant's Property. Tenant shall deliver to Landlord a bill of sale for Tenant's Property, which shall be free and clear of all liens at the time of transfer.

(vi) Any and all other remedies available to Landlord under applicable law.

(c) Landlord's Performance of Tenant's Obligations. In the event of a Tenant Default, Landlord may, but shall not be obligated to, cure such Tenant Default upon thirty (30) days' prior written notice to Tenant if not remedied by Tenant. Any reasonable monies paid or costs incurred by Landlord shall be deemed Rent hereunder and shall be payable to Landlord within twenty (20) days after Landlord's written request delivered to Tenant with evidence of the amount claimed due, and Landlord shall have, in addition to any and all other rights and remedies herein provided, the same rights and remedies to such amounts as to any other Rent payable hereunder.

Pursuit of any of the remedies provided for in this Lease shall not preclude pursuit of any of the other remedies provided in this Lease and all any remedy of Landlord now or hereafter

provided in this Lease or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy. Landlord's acceptance of Rent following a Tenant Default shall not be construed as Landlord's waiver of such Tenant Default. No waiver by Landlord or Tenant of any violation or breach of any of the terms, provisions or covenants contained in this Lease shall be deemed to or construed to constitute a waiver of any other violation or default.

(d) Landlord's Default. Landlord shall be in default of this Lease if it fails or refuses to perform any provisions of this Lease that it is obligated to perform, if the failure to perform is not cured within thirty (30) days after written notice specifying the default has been given by Tenant to Landlord. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default thereafter. Tenant shall have all remedies available under applicable law in connection with any default by Landlord of any of the terms or provisions of this Lease.

12. CONDEMNATION

(a) Condemnation Definitions. The following definitions and provisions apply in construing these provisions relating to a taking of or damage to all or any part of the Premises or any interest therein by eminent domain or by inverse condemnation:

(i). "Taking" means the taking of title to a portion of the Premises or damaging the Premises, including severance damage, by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from recording a final order in condemnation or a voluntary transfer or conveyance to the condemnor. The Taking shall be considered to take place as of the later of (a) the date actual physical possession is taken by the condemnor, or (b) the date on which the right to compensation and damages accrues under applicable law.

(ii). "Total Taking" means the Taking of title to all of the Premises or a lesser Taking which substantially impairs the ability of Tenant to access and/or operate its business in the Premises or Tenant's ability to reconstruct the Improvements (referred to in this Section as "Restoring") so as to render the Improvements economically and feasibly unusable by Tenant for the remainder of the Term.

(iii). "Partial Taking" means any taking other than a Total Taking.

(iv). "Net Award" means compensation paid for a Taking whether pursuant to judgment or by agreement or otherwise.

(b) Total Taking. On a Total Taking, this Lease and the Term hereof shall cease and terminate upon the taking of physical possession by the condemnor or the proposed condemnor and the Net Award shall be paid as follows: (i) first, to Tenant for the payment of the costs (or reimbursement to Tenant, to the extent Tenant has already paid such costs) of removal of the Tenant's Property and any other costs incurred by the Tenant in connection with the Total Taking (e.g., attorneys' fees, appraisal fees, etc.); (ii) second, to Landlord for the payment of the costs incurred by Landlord in connection with the Total Taking (e.g., attorney's fees, appraisal fees,

etc.); (iii) third, to Tenant, an amount equal to the value of the unexpired term of this Lease or any other estate or interest of Tenant in the Premises, which include the value of any Alterations constructed by or for Tenant; (iv) fourth, to the Tenant, the then fair market value of the cumulative investments made by Tenant for the benefit of Hospital operations made prior to the Total Taking (these investments will be included in Tenant's annual reports to the Special Committee of the Blount Memorial Foundation, Inc.); and (v) fifth, the remainder, if any, to Landlord. To the extent permitted by law, Tenant shall also have the right to pursue a separate claim in the condemnation proceeding for the value of its equipment, and any relocation award, and Landlord shall cooperate with Tenant in the pursuit of these claims. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be entitled to duplicative recovery of costs and value pursuant to subsections (i) through (iv) above and any separate claim brought by Tenant pursuant to the foregoing sentence.

(c) Partial Taking. On a Partial Taking, this Lease shall remain in full force and effect, covering the remaining portion of the Premises. The Net Award from a Partial Taking shall be applied and distributed in the following order of priority: (a) first, to Tenant for the payment of the costs incurred by the Tenant in connection with the Partial Taking (e.g., attorneys' fees, appraisal fees, etc.); (b) to Tenant a sum equal to the cost of Restoring the Improvements constituting a part of the Premises so that the portion not taken is a complete architectural unit (along with the value of any equipment); and (c) the residue, if any, shall be paid to Landlord. Promptly after a Partial Taking, at its expense, Tenant shall reconstruct the Premises upon Tenant's receipt of the Net Award.

(d) Temporary Taking. On any Taking of the temporary use of any part of the Premises, neither the Term nor the Rent hereunder shall be reduced or affected in any way and Tenant shall be entitled to any award for the use or estate taken provided that the ability to operate the Hospital is not materially impaired. If as a result of the Taking, expenditures are necessary to Restore the Improvements to make it economically and feasibly usable for Tenant's continued occupancy of the Premises, Tenant shall receive the entire award. If any such Taking is for a period extending beyond the expiration date of the Term (including any unexercised Renewal Term), the Taking shall be treated under the foregoing provisions for Total Takings and Partial Takings.

(e) Participation. Landlord and Tenant shall have the right to participate in any such condemnation proceedings or agreement for the purpose of protecting their interests hereunder. Each party so participating shall pay its own expenses therein.

(f) Cooperation. Landlord agrees that during the Term, (i) Landlord shall not commence or threaten to commence any Taking of the Premises (or any portion thereof or interest therein) or cooperate in connection with any such Taking by any other governmental entity or agency, and (ii) Landlord shall oppose and cooperate with Tenant in the event that any such Taking is commenced or threatened regarding the Premises (or any portion thereof or interest therein).

(g) Replacement Facility. To the extent there is a Total Taking and the proceeds of the Net Award allocated to Tenant pursuant to Section 12(b) are sufficient to build a comparable hospital, Tenant shall locate and develop such a replacement facility in Blount County.

(h) The provisions contained in this Section 12 shall survive any termination of the Lease following a Total Taking.

13. QUIET ENJOYMENT

Landlord covenants that Tenant, upon performance of Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Premises without disturbance or molestation herein from Landlord or any claiming by or through Landlord and with all the rights, privileges and for the uses therein provided.

If the Premises are subject to a mortgage or deed of trust as of the date this Lease is signed by Landlord and Tenant or at any time during the Term, Landlord agrees to obtain from the mortgagee or trustee, as applicable, a non-disturbance agreement, reasonably satisfactory to Tenant, Landlord, and such lender, which evidences the mortgagee's or trustee's recognition of Tenant's rights under this Lease and acknowledges the mortgagee's or trustee's agreement not to disturb Tenant during the Term so long as Tenant is not then in default hereunder beyond applicable notice and/or cure period.

14. RECORDING AND TITLE INSURANCE

Simultaneously with the execution of this Lease, Tenant and Landlord shall execute and record a Memorandum of Lease setting forth the effective date of the Lease, the Term and Renewal Terms, the names of the parties herein, the limitation on transfers, and the legal description of the Premises, in the form attached hereto as EXHIBIT B. Tenant shall arrange to have the Memorandum of Lease recorded and Tenant shall be responsible for the payment of any nominal recording fee at Tenant's sole expense. Landlord further agrees to cooperate with Tenant by executing such affidavits and providing such documents as may be reasonably required by a title company to issue a standard leasehold owner's title insurance policy to Tenant if Tenant elects to obtain such a policy.

15. NOTICES

Any notice, request or other communication which may be required or desired to be given hereunder by any party to any other party shall be in writing and shall be personally delivered or sent by United States registered or certified mail, with postage prepaid, or sent by other widely used overnight courier service and addressed as follows:

If intended for Landlord, such notice shall be addressed to:

Blount County Mayor
341 Court Street
Blount County Courthouse
Maryville, Tennessee 37504

with a copy to:

County Attorney
341 Court Street
Blount County Courthouse
Maryville, Tennessee 37504

If intended for Tenant, such notice shall be addressed to:

Prisma Health – Blount Memorial Hospital, Inc.
907 East Lamar Alexander Parkway
Maryville, Tennessee 37804
Attention: Chief Executive Officer

with a copy to:

Prisma Health
300 East McBee Avenue, Suite 500
Greenville, South Carolina 29601
Attention: General Counsel

Any party may change its address for notices by written notice in like manner as provided in this section and such change of address shall be effective seven (7) days after the date notice of such change of address is given. Notice for purposes of this Lease shall be deemed given when it shall have been received or rejected by the intended recipient.

16. CHANGE OF OWNERSHIP

Landlord shall not sell, convey, transfer or assign its interest in the Premises or its interest in this Lease, without the consent of Tenant, which consent may be withheld by Tenant in its sole discretion. No change in ownership or right to receive Rent, or assignment of this Lease or Rent hereunder shall be binding upon Tenant unless and until (i) Tenant has granted consent to the same, in Tenant's sole discretion, and (ii) Tenant has been furnished with a certified, executed or photographic copy of the instrument evidencing such change or assignment, or other proof thereof reasonably satisfactory to Tenant.

17. SURRENDER AND HOLDING OVER

Tenant shall peacefully surrender possession of the Premises to Landlord at the expiration, or earlier termination, of the Term of this Lease. Upon surrender, the Premises shall be in good repair and working order, reasonable wear and tear, acts of God and casualty (subject to the terms of Section 8) excepted. In the event Tenant remains in possession of the Premises after the expiration of this Lease without Landlord's consent and without executing a new written lease acceptable to Landlord and Tenant, Tenant shall occupy the Premises as a tenant from month to month subject to all the terms hereof.

Upon the termination of the Lease following a Tenant Default or during the two (2) year period prior to the expiration of the Term, if Tenant ceases or will cease to operate a general acute care hospital in Blount County, Landlord and Tenant shall work in good faith to transition clinical

services and the Hospital operations to ensure an appropriate plan to address the healthcare needs of Blount County.

18. LIABILITY

Tenant does hereby indemnify and save Landlord harmless against and from all liabilities, losses, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects' fees, attorneys' fees, paralegal fees, and legal costs and expenses, incurred by Landlord, whether or not judicial proceedings are filed, and including (but without limitation) on appeal and in any bankruptcy proceedings, which may be imposed upon or asserted against or incurred by Landlord by reason of (i) any work done in or about the Premises or any part thereof by Tenant, any subtenant or any other person on behalf of Tenant, (ii) any use, possession, occupation or operation of the Premises or any part thereof by Tenant or any other person, (iii) any negligent or intentional act or omission of Tenant or its agents, contractors, employees or invitees, or (iv) any accident, injury or damages to any person or property occurring in, on or about the Premises or any part thereof. In case any such action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, shall at Tenant's expense resist or defend such action or proceeding with counsel of Landlord's choice.

19. HEADINGS

The headings of the sections and subsections of this Lease are for convenience only and do not in any way limit, amplify or otherwise affect the covenants and agreements contained in this instrument.

20. BINDING EFFECT

The provisions of this instrument shall be binding upon and inure to the benefit of the parties hereto and their respective permitted heirs, legal representatives, successors and assigns.

21. ASSIGNMENT AND SUBLETTING

(a) Tenant shall not assign or otherwise transfer any interest in this Lease nor sublease all or any portion of the Premises, or grant a license to use all or any portion of the Premises without the prior written consent of Landlord in each such instance, which consent may be withheld in Landlord's sole discretion, except as set forth in this Lease. Any direct or indirect change in the ownership of Tenant shall constitute an assignment for purposes of this Lease, except as set forth in this Lease. Notwithstanding the foregoing, Tenant or Prisma Health may, without the prior consent of Landlord, (i) assign this Lease or sublet all or a portion of the Premises or grant a license to use all or any portion of the Premises to an Affiliate (as hereinafter defined) of Tenant, (ii) assign this Lease to an entity that purchases all or substantially all of the assets of Prisma Health, or (iii) assign this Lease (which includes any direct or indirect change in the ownership of Tenant) as part of a larger transaction in which the revenues of Tenant comprise twenty percent (20%) or less of the revenues of all the businesses being sold by Tenant or Prisma Health and/or any other Affiliate or Affiliates of Prisma Health. In addition, Tenant shall have the right to sublet portions of the Premises without Landlord's consent to any Person provided that (i) Tenant shall continue to be liable for its obligations under this Lease with respect to the subleased space, (ii) the subleased space is used for purposes compatible with the operation of an acute care

hospital in compliance with applicable law, and (iii) Tenant continues to operate the Hospital in the remainder of the Premises in the manner required by this Lease.

(b) Landlord's consent to one assignment, sublease or license shall not destroy or waive this provision, and all later assignments, subleases and licenses shall likewise be made only upon the prior written consent of Landlord except as set forth in this Lease. Assignees, subtenants, and licensees shall become liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant's liability hereunder which accrue after the effective date of any such assignment, sublease or license with respect to the applicable portion of the Premises. Any assignee(s), subtenant(s) and licensee(s) shall agree in a form reasonably satisfactory to Landlord to comply with and be bound by all of the terms, provisions, covenants, and conditions of this Lease to the extent of the space assigned, sublet or licensed, and Tenant shall deliver to Landlord promptly after execution, an executed copy of each such assignment, sublease or license. Tenant shall, within ten (10) days following Landlord's demand therefor, reimburse Landlord for all reasonable out-of-pocket costs incurred by Landlord (including, without limitation, fees paid to consultants (as may be required) and attorneys) in connection with any request by Tenant for Landlord to consent to any assignment, subletting or license.

(c) Tenant may mortgage, pledge or grant a security interest in this Lease or the Premises or its interest in either without Landlord's prior consent. Landlord agrees to provide any documentation reasonably required in connection with any such mortgage, pledge or security interest, including without limitation, a landlord recognition agreement and/or estoppel requested by Tenant's lender.

(d) At least thirty (30) days prior to any proposed assignment, subletting or license requiring Landlord's consent, Tenant shall deliver to Landlord the name and address of such assignee, subtenant or licensee, a reasonably detailed description of the proposed transaction and such other reasonable information as Landlord may reasonably request.

(e) As used in this Lease, (i) "Affiliate" means any Person which directly or indirectly controls, is under common control with or is controlled by any other Person, "controls," "under common control with," and "controlled by" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities or otherwise; (ii) "Person" means any individual, partnership, corporation, limited liability company, trust, unincorporated organization, governmental authority or any other form of entity; and (iii) "Prisma Health" means Prisma Health, a South Carolina non-profit corporation.

22. WAIVER

No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision.

23. ESTOPPEL CERTIFICATE. Tenant agrees, within twenty (20) days after written request by Landlord, to execute, acknowledge and deliver an estoppel certificate stating, among other things (i) whether this Lease is in full force and effect, (ii) whether this Lease has been modified or amended and, if so, identifying and describing any such modification or amendment, (iii) the date to which Rent and other charges have been paid, (iv) whether there are

any outstanding defaults to Tenant's knowledge, and (v) such other matters as Landlord may reasonable request. Landlord agrees to provide Tenant with a similar estoppel certificate from Landlord within thirty (30) days after written request by Tenant; provided, Landlord shall not be required to provided more than two (2) such estoppels in any twelve (12) month period.

24. HAZARDOUS MATERIALS. Tenant shall not cause or permit the receipt, storage, use, location, or handling on the Premises of any product, material, or merchandise which is explosive, highly inflammable, or a Hazardous or Toxic Material (as hereinafter defined), except in accordance with applicable law. "Hazardous or Toxic Material" shall mean and include, without limitation, all materials or substances which have been determined to be hazardous to health or to the environment and are regulated or subject to any applicable laws from time to time, including, without limitation, hazardous waste (as defined in the Resource Conservation and Recovery Act); hazardous substances (as defined in the Comprehensive Emergency Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act); gasoline or any other petroleum product or by product or other hydrocarbon derivative; toxic substances, (as defined by the Toxic Substances Control Act); insecticides, fungicides, or rodenticides (as defined in the Federal Insecticide, Fungicide, and Rodenticide Act); asbestos, radon, and substances determined to be hazardous under the Occupational Safety and Health Act or regulations promulgated thereunder. Notwithstanding the foregoing, Tenant shall not be in breach of this provision as a result of the presence in the Premises of Hazardous or Toxic Materials which are customarily present in a general acute care hospital so long as the same are at all times stored, used, handled, and disposed of in strict compliance with all applicable laws.

Without limiting in any way Tenant's obligations under any other term, provision, covenant, or condition of this Lease, Tenant and its successors and assigns shall, to the maximum extent permitted by applicable law, indemnify, protect, defend (with counsel approved by Landlord), and hold Landlord harmless from and against any and all claims, damages, liabilities, losses, costs, and expenses of any nature whatsoever, known or unknown, contingent or otherwise (including, without limitation, attorneys' fees, litigation, arbitration, and administrative proceeding costs, expert and consultant fees, and laboratory costs, as well as damages arising out of the diminution in the value of the Premises, or any portion(s) thereof, damages for the loss of the Premises, damages arising from any adverse impact on the marketing of space in the Premises, and sums paid in settlement of claims), which first arise during the Term, in whole or in part, as a result of the presence or suspected presence of any Hazardous or Toxic Materials in, on, under, from, or about the Premises due to the acts or omissions of Tenant, Tenant's agents, employees, contractors, consultants, licensees, guests or invitees, or anyone acting under their direction or control, on or about the Premises in violation of applicable law. The indemnities contained herein shall survive the expiration or earlier termination of this Lease.

25. REPRESENTATIONS.

(a) Tenant hereby represents and warrants to Landlord that:

(i) As of the Effective Date and throughout the Term, Tenant is and will be a Tennessee non-profit corporation and is and will be in good standing under the law of the State of Tennessee.

(ii) Tenant has the power and authority, and has obtained all necessary corporate authorizations, to enter into this Lease and all other agreements to be executed and delivered by Tenant pursuant to the terms and provisions of this Lease and to perform its obligations hereunder.

(iii) The execution, delivery and performance of this Lease by Tenant do not (i) conflict with, constitute a breach, violation or termination of any provision of any material contract to which Tenant is a party, (ii) result in an acceleration or increase in amounts due from Tenant to any person or entity, or (iii) conflict with or violate the organizational documents of Tenant.

(b) Landlord hereby represents and warrants to Tenant that:

(a) Landlord has the power and authority, and has obtained all necessary authorizations, to enter into this Lease and all other agreements to be executed and delivered by Landlord pursuant to the terms and provisions of this Lease and to perform its obligations hereunder.

(b) The execution, delivery and performance of this Lease by Landlord do not (i) conflict with, constitute a breach, violation or termination of any provision of any material contract to which Landlord is a party, (ii) result in an acceleration or increase in amounts due from Landlord to any person or entity, or (iii) conflict with or violate any law applicable to Landlord.

(c) Landlord has good and marketable fee simple title to the Premises.

26. ATTORNEYS' FEES. If Landlord or Tenant shall, without fault on its part, be made a party to any litigation commenced by or against Tenant or Landlord, as applicable, then Tenant or Landlord, as applicable, shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by Landlord or Tenant, as applicable, in connection with such litigation. In the event of any action, suit, or proceeding brought by Landlord or Tenant to enforce any of the other's covenants and agreements in this Lease, the prevailing party shall be entitled to recover from the non-prevailing party any costs, expenses, and reasonable attorneys' fees incurred in connection with such action, suit, or proceeding.

27. MISCELLANEOUS

(a) No Change. The Lease and all exhibits attached hereto and forming a part hereof, and any amendments hereto, set forth the entire agreement between Landlord and Tenant concerning the Premises, and no subsequent alteration, amendment, change or addition to this Lease shall be binding upon either Landlord or Tenant unless the same be reduced to writing and signed by the party to be bound thereby.

(b) Separable. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(c) Governing Law. This Lease and each and every provision herein contained, as the same may from time to time be amended, or any disputes or misunderstandings involving same, shall at all times during the Term of this Lease be governed and controlled by the applicable laws of the State of Tennessee.

(d) Time is of the Essence. Time is of the essence with respect to all terms and conditions of this Lease.

(e) Effective Date. The Effective Date of this Lease and other similar references are deemed to refer to the last date the Lease has been fully executed, initialed, if applicable, and dated by both Landlord and Tenant.

(f) Interpretation. This Lease shall not be construed more strongly against any party regardless of who is responsible for its preparation. Landlord and Tenant acknowledge that they were each represented by counsel in connection with this Lease and that each of them or their respective counsel reviewed and revised this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party or Landlord shall not be employed in the interpretation of this Lease. The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Lease as a whole and not to any particular provision of this Lease, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Lease unless otherwise specified. The words denoting persons shall include corporations and partnerships and vice versa. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

(g) Jurisdiction; Trial By Jury. Any action, proceeding or counterclaim arising out of or relating to this Lease or the enforcement of any provision of this Lease shall be brought or otherwise commenced in any state court located in Blount County, Tennessee. Each party to this Agreement:

(i) expressly and irrevocably consents and submits to the jurisdiction of the Tennessee state courts sitting in Blount County, Tennessee, or the United States District Court for the Eastern District of Tennessee in connection with any such proceeding;

(ii) in connection with any proceeding arising out of or relating to this Lease, expressly and irrevocably consents to the service of process anywhere in the world in a manner consistent with the applicable law of the jurisdiction in which process is served;

(iii) agrees that the Tennessee state courts sitting in Blount County, Tennessee and the United States District Court for the Eastern District of Tennessee shall be deemed to be a convenient forum and agrees not to assert in any such proceeding commenced in the Tennessee state courts sitting in Blount County, Tennessee or the United States District Court for the Eastern District of Tennessee any claim that such party is not subject personally to the jurisdiction of such court, that such proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Lease or the subject matter of this Lease may not be enforced in or by such court; and

(iv) The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any

matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim or injury or damage.

(h) Consent. Except as otherwise expressly provided in this Lease, in all instances in this Lease where consent of this Landlord or Tenant is required, Landlord or Tenant, as applicable, shall not unreasonably withhold, condition, or delay such consent.

(i) Brokers. Landlord and Tenant represent and warrant to each other that no brokerage commissions are due to any real estate broker in relation to this Lease, and agree to indemnify and hold each other harmless for any damages, costs or legal fees which may be incurred as a result of any claims for such commissions in contravention of the representations in this Section.

(j) Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than that of landlord and tenant.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto enter into this Lease as of the date first written above.

LANDLORD:

BLOUNT COUNTY, a political subdivision of the State of Tennessee

By: _____
Name: _____
Title: _____

TENANT:

PRISMA HEALTH – BLOUNT MEMORIAL HOSPITAL, INC., a Tennessee non-profit corporation

By: _____
Name: _____
Title: _____

EXHIBIT A to
Lease Agreement

Legal Description of the Premises

EXHIBIT B to
Lease Agreement

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE dated as of December 1, 2024 (hereinafter this “Memorandum”), by and between BLOUNT COUNTY, a political subdivision of the State of Tennessee (“Landlord”), having an address of 341 Court Street, Blount County Courthouse, Maryville, Tennessee 37504 and PRISMA HEALTH – BLOUNT MEMORIAL HOSPITAL, INC., a Tennessee non-profit corporation (“Tenant”), having an address of 907 East Lamar Alexander Parkway, Maryville, Tennessee 37804.

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into a Lease Agreement of even date herewith (the “Lease”), whereby Tenant leased certain real property and improvements consisting of the parcels at and around 907 E. Lamar Alexander Parkway, Maryville, Tennessee 37804, being more particularly described on EXHIBIT A attached hereto and made a part hereof (the “Premises”); and

WHEREAS, Landlord and Tenant desire to enter into this Memorandum, which is to be recorded in order that third parties may have notice of (i) the estate of Tenant in the Premises, and (ii) the Lease.

NOW, THEREFORE, Landlord, in consideration of the rents and covenants provided for in the Lease to be paid and performed by Tenant, does hereby demise and let unto Tenant all of the Premises on the terms and subject to the conditions set forth in the Lease, as follows:

1. Initial Term. The initial term shall commence on the date hereof (the “Commencement Date”) and shall end on November 30, 2074, unless extended as provided below or terminated sooner as provided in the Lease.
2. Extension Terms. Tenant has the right to extend the term of the Lease for two (2) separate renewal terms of twenty-five (25) years each, each upon the satisfaction of certain terms and conditions set forth in the Lease. Each such renewal term shall be consecutive and commence upon expiration of the previous term.
3. Limitations on Transfers. The Lease contains limitations on the transfer of the Premises, as set forth in the Lease.
4. No Modification. All the terms, conditions, provisions, and covenants of the Lease are incorporated in this Memorandum by reference as though written out at length herein. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect. In the event of any inconsistency between the terms and provisions of this instrument and the terms and provisions of the Lease, the terms and provisions of the Lease shall control. Copies of the Lease are held by both Landlord and Tenant at their respective addresses first set forth

above. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have set their hands or caused this Memorandum of Lease to be executed as of the day and date first above written.

LANDLORD:

BLOUNT COUNTY, a political subdivision of the State of Tennessee

By: _____

Name: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid _____, the _____ of _____, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that s/he executed the within instrument for the purposes therein contained and is authorized by the corporation to execute this instrument on behalf of the corporation, in his/her capacity as the _____ of the corporation.

WITNESS my hand, at office, this ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

TENANT:

PRISMA HEALTH – BLOUNT MEMORIAL
HOSPITAL, INC., a Tennessee non-profit
corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

_____)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid _____, the _____ of _____, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that s/he executed the within instrument for the purposes therein contained and is authorized by the corporation to execute this instrument on behalf of the corporation, in his/her capacity as the _____ of the corporation.

WITNESS my hand, at office, this ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

EXHIBIT A to
Memorandum to Lease