

agreement, term, covenant and condition hereof shall continue in full force and effect with respect to other then existing or subsequent breach thereof.

**ARTICLE XI.
Estoppel Certificate**

11.1 Certificate. Within thirty (30) days after receipt of written request therefor from the other Party, which request shall not be made more than three (3) times in any calendar year, Tenant or Landlord, as the case may be, shall execute, acknowledge and deliver to the requesting Party and/or its lender a statement (a) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), (b) stating the date to which Rent and other charges are paid in advance, if any, and (c) acknowledging that there are not, to the certifying Party's knowledge, any uncured defaults on the part of the other Party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied on by any auditor, creditor or lender of either Party, or by any prospective purchaser or encumbrancer of the Premises.

**ARTICLE XII.
General Provisions**

12.1 Interpretation. When the context requires, any gender includes all others, the singular number includes the plural, and vice-versa. Captions are inserted for convenience of reference and do not describe or limit the scope or intent of this Agreement. Any recitals above, and any exhibits or schedules referred to and/or attached hereto, are incorporated by reference into this Agreement. If any provision of this Agreement is held by a court to be invalid or unenforceable, the other provisions shall remain in effect. No inference or presumption shall be drawn if a Party or its attorney prepared and/or drafted this Agreement; it shall be conclusively presumed that the Parties participated equally in its preparation and/or drafting.

12.2 Notices. Any and all notices, demands, requests, submissions, approvals, consents, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Agreement or pursuant to law or otherwise, shall be in writing. All notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered five (5) business days after deposit in such mails, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices shall be addressed, if to Tenant, to Tenant at:

Rutherford County

Attn: Mayor

with a copy to:

Attn:

or to such other address as Tenant may from time to time designate by written notice to Landlord, or if to Landlord, addressed to Landlord at:

Seton Corporation
St. Thomas Health Services
102 Woodmont Boulevard, Ste. 800
Nashville, Tennessee 37205
Attn: CEO

with a copy to:

Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, Tennessee 37203
Attn: J. Thomas Trent, Jr.

or to such other address as Landlord may from time to time designate by written notice to Tenant.

12.3 Holdover. If Tenant fails to surrender the Premises on expiration of this Agreement despite Landlord's demand to do so, Tenant shall pay, and shall pay Landlord's reasonable attorneys' fees incurred in defense of, all loss or liability, including any Claims made by any succeeding tenant, based on or resulting from Tenant's failure to surrender the Premises, and Landlord shall be entitled to the benefit of all laws respecting summary recovery of possession. Any occupancy by Tenant after the Termination Date without Landlord's consent shall be at 150% of the then-current Fair Market Rental Rate for the Premises determined in accordance with Section 3.2 hereof. Tenant shall pay the Fair Market Rental Rate to Landlord within ten (10) days after it is determined.

12.4 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

12.5 Attorneys' Fees. In the event either Landlord or Tenant brings any suit or other proceeding with respect to the subject matter or enforcement of this Agreement, the prevailing Party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover attorneys' fees, expenses and costs of investigation as actually incurred (including court costs, expert witness fees, costs and expenses of investigation, and all reasonable attorneys' fees, costs and expenses in any such suit or proceeding).

12.6 Merger. If both Landlord's and Tenant's estates in the Premises have both become vested in the same owner, this Agreement shall nevertheless not be terminated by application of a doctrine of merger unless agreed in writing by Landlord and Tenant.

12.7 Governing Law; Forum. This Agreement shall be construed under the domestic laws of the State of Tennessee and Federal law, as applicable, without giving effect to any choice or conflict of law rule that would cause application of the laws of any jurisdiction other than Tennessee. Each party hereto irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in the Tennessee state court or the federal court nearest to the Premises, and each party hereto irrevocably submits to the sole and exclusive jurisdiction of such courts *in personam*, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other party hereto.

12.8 Quiet Possession. Conditioned upon Tenant's paying all Rent and observing and performing all the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Landlord covenants that Tenant shall have quiet possession of the Premises free from any interference by any Party claiming by, through or under Landlord during the entire Term hereof, subject to all provisions of this Agreement.

12.9 Entire Agreement. This Agreement and all exhibits hereto, contains the entire understanding of the undersigned with respect to the transactions contemplated hereby and supersedes all prior understandings relating to the subject matter hereof.

12.10 Execution; Counterparts. The Parties have signed below voluntarily after having been advised by their counsel of all provisions hereof, and, in signing below, they are not relying on any inducements, promises and representations made by or on behalf of the other except as contained in this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original. An executed counterpart of this Agreement transmitted by fax shall be equally as effective as a manually executed counterpart. Each Party shall take all reasonable steps, and execute, acknowledge and deliver all further instruments necessary or expedient to implement this Agreement.

12.11 Modifications, Amendments and Addenda. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the Parties against whom enforcement of any waiver, change, modification or discharge is or may be sought.

12.12 No Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of Landlord and Tenant only and are not for the benefit of any third Person, and, accordingly, no third Person shall have the right to enforce the provisions of this Agreement.

12.13 No Joint Venture. This Agreement shall not in any manner be construed as creating a joint venture or partnership, and each Party shall be solely responsible for all actions it takes and expenses it incurs in carrying out its obligations under this Agreement. Landlord and Tenant are independent contracting parties and nothing in this Agreement will make either party

the employee, agent or legal representative of the other for any purpose. This Agreement does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Tenant will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its use of the Premises, except as provided herein or expressly provided in a written agreement signed by Landlord. The parties agree that nothing in this Agreement is intended to create a joint employment or co-employment relationship of any kind between the parties or their employees. Landlord is not responsible for any obligation with respect to employees or agents of Landlord or its contractors.

12.14 Unavoidable Delays. Neither Party hereto will be liable to the other for default or delay in the performance of any of its obligations hereunder, except as to the obligations imposed by this Agreement for the payment of Rent, if and to the extent such default or delay is caused directly or indirectly, by a cause beyond the reasonable control of such Party (including strike, lockout, concerted act of workers or other industrial disturbance, flood, or other natural catastrophe, civil disturbance, riot, or armed conflict whether declared or undeclared, Acts of God, embargo, or any other cause whether similar or dissimilar to any of the causes or categories of causes described above and which is beyond the reasonable control of the Party affected, but excluding, without limitation, curtailment, shortage, rationing, allocation, or failure of normal sources of supply of labor, materials, transportation, energy, or utilities, inability or delay in obtaining or maintaining any easement, rights-of-way, permit or license, accident, delay of subcontractor or vendor, or extraordinary equipment failure), except to the extent that the non-performing Party is at fault in failing to prevent or causing such default or delay, and provided that such default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means (each such event shall be deemed an "**Unavoidable Delay**"). Neither economic downturn nor significant decline in demand for the services to be provided by the Required Use will be an Unavoidable Delay event. A strike, lockout or labor dispute initiated by or involving only Landlord or Tenant personnel shall not excuse Landlord or Tenant, as applicable, from their obligations hereunder.

12.15 Time. Time is of the essence of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:

SETON CORPORATION

By: _____

Name: _____

Its: _____

By: _____
Name: _____
Its: _____

TENANT:

RUTHERFORD COUNTY, TENNESSEE

By: _____
Name: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT A
Legal Description of Premises

Containing ___ acres more or less.

Being a portion of the same property conveyed to Seton Corporation, by deed recorded in _____, page ___ at the Register's Office for Rutherford County, Tennessee.

EXHIBIT B

CERTAIN DEFINED TERMS

"**Additional Rent**" — as defined in Section 3.3 hereof.

"**Agreement**" — this lease, its attachments, exhibits and writings incorporated by reference, or any modifications thereof agreed to in writing by Landlord and Tenant.

"**Base Rent**" — as defined in Section 3.1.

"**Claim**" — singularly, and "**Claims**" means collectively — all liabilities, losses, damages, fines, costs, expenses, demands or causes of action of any kind or character, and any threat or claim thereof, including reasonable legal fees and disbursements and costs of investigation, litigation, experts, settlement, judgment, interest and penalties with respect thereto.

"**Fair Market Rental Rate**" — as defined in Section 3.2.

"**Ground Lease**" — as defined in the preamble hereof.

"**Hazardous Materials**" — any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including petroleum, PCBs, mold, asbestos, materials known to cause cancer or reproductive problems and all other materials, substances and/or wastes, which are or later become regulated by any local governmental authority, the State or the United States, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in any Hazardous Materials Laws, including any material or substance which is (a) petroleum, (b) asbestos, (c) radioactive material or waste, (d) infectious waste, (e) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (f) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), (g) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601), (h) regulated under the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) or defined as a "PCB," or (i) any other substance or material now or hereafter classified under the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq. or by any other federal, state or local statute or ordinance or by any rule or regulation promulgated or adopted pursuant thereto, whether now existing or hereinafter enacted, including any dealing with underground storage tanks (collectively, "**Hazardous Material Laws**").

"**Improvements**" — all improvements, buildings and other structures located on the Premises from time to time and all temporary or permanent attachments thereto, including without limitation all facilities for the performance of the Required Use, and all replacements and substitutions for any and all of the foregoing.

"**Including**" and "including" — means including without limitation.

"Legal Requirements" — (i) All federal, state, county, municipal and other governmental statutes, laws (including common law and Hazardous Materials Laws), rules, policies, guidance, codes, orders, regulations, ordinances, permits, licenses, covenants, conditions, restrictions, judgments, decrees and injunctions, including those affecting the Premises or the Improvements, or the construction, use or alteration thereof, whether now or hereafter enacted and in force, including any which may (A) require repairs, modifications or alterations in or to the Premises or the Improvements, (B) in any way adversely affect the use and enjoyment thereof, or (C) regulate the transport, handling, use, storage or disposal or require the cleanup or other treatment of any Hazardous Materials, and (ii) all covenants, agreements, restrictions, and encumbrances either now or hereafter of record or known to Tenant (other than encumbrances created by Landlord without the consent of Tenant except as otherwise expressly permitted hereunder) affecting the Premises.

"Party" or **"Parties"** — either Landlord or Tenant or both as the context requires.

"Person" — a person or persons or entity or entities or any combination of persons and entities.

"Premises" — as defined in Section 1.1 hereof.

"Rent" — as defined in Section 3.3 hereof.

"State" — the State of Tennessee.

"Tenant Party" means singularly, and **"Tenant Parties"** means collectively — any of Tenant's officers, directors, employees, representatives, agents, contractors, subcontractors, concessionaires, or Tenant's invitees to the Premises or any portion thereof.

"Tenant Responsible Contamination" — as defined in Section 6.4(b).

"Term" — as defined in Section 2.2 hereof.

"Termination Date" — the date that is the Term ends.

"Unavoidable Delay" — as defined in Section 12.14 hereof

EXHIBIT C

This Instrument Prepared by:
Bradley, Arant, Boult, Cummings, LLP (JTT)
1600 Division Street, Suite 700
P. O. Box 340025
Nashville, Tennessee 37203

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, is made and entered into this ____ day of _____, 2013, by and between SETON CORPORATION, a Tennessee nonprofit corporation (the "Landlord"), on the one hand, and, on the other, Rutherford County, Tennessee (the "Tenant").

WITNESSETH:

Landlord, for and in consideration of the rents to be paid and of the other covenants and agreements to be kept and performed by Tenant, does hereby lease to Tenant, and Tenant does hereby take and hire from Landlord, all that certain piece or parcel of land, together with all appurtenances thereto, situated, lying and being in Rutherford County, Tennessee, being more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Premises").

TO HAVE AND TO HOLD the same subject to all the provisions and conditions contained in that certain Lease, dated as of September ____, 2013, by and between Landlord and Tenant (the "Lease"), which Lease is incorporated herein by this reference.

1. The rate of rental and all terms of Tenant's occupancy of the Premises, including without limitation Tenant's "Required Use" thereof, are set forth in the Lease.

2. The term of the Lease shall commence on the date hereof and shall terminate on the date that is the fiftieth (50th) anniversary of the Effective Date, defined in the Lease as being September __, 2013, unless earlier terminated pursuant to the provisions of the Lease.

3. Notice is hereby given that Tenant has a right of first offer to acquire the Premises in the event that Landlord desires to sell the same, as set forth in the Lease.

4. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other liens for such labor or materials shall attach to or affect the estate or interest of Landlord in and to the Premises. Landlord's interest in the Premises shall not be subject to any mechanic's or other liens, on account of such labor or materials.

5. The sole purpose of this instrument is to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and date first above written.

LANDLORD:

SETON CORPORATION

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

TENANT:

RUTHERFORD COUNTY, TENNESSEE

By: _____

Name: _____

Its: _____

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, _____, Notary Public, _____ and _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained and who further acknowledged that they are the _____ and the _____ of SETON CORPORATION, a Tennessee nonprofit corporation, and that they are authorized to execute this instrument as on behalf of said corporation as such _____ and _____.

WITNESS my hand, at office, this ____ day of _____, 2013.

Notary Public

My Commission Expires

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Personally appeared before me, _____, Notary Public, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is the _____ or RUTHERFORD COUNTY, TENNESSEE, and that he is authorized to execute this instrument as on behalf of said COUNTY as such _____.

WITNESS my hand, at office, this ____ day of _____, 2013.

Notary Public

My Commission Expires