

MUTUAL TERMINATION OF LETTER AGREEMENT

This mutual termination of the Letter Agreement (the "**Mutual Termination**") by and between Health Management Associates, Inc. ("**HMA**"); and Nueces County Hospital District, a political subdivision of the State of Texas ("**Company**" or "**NCHD**"), (each, a "**Party**" and collectively, the "**Parties**") is effective as of November 1, 2019 (the "**Mutual Termination Effective Date**").

RECITALS

WHEREAS, HMA and Company entered into a Letter Agreement dated June 12, 2012, as amended (the "**Agreement**"); and

WHEREAS, the Parties agree to terminate the Agreement as of the Mutual Termination Effective Date.

NOW, THEREFORE, upon the mutual promises of the Parties and for the good and valuable consideration identified herein, the Parties mutually agree to terminate the Agreement as of the Mutual Termination Effective Date subject to the conditions set forth below.

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.
2. Except as defined herein or otherwise required by the context herein, all capitalized terms used in this Amendment have the meaning set forth in the Agreement.
3. The Agreement is terminated and of no further force or effect upon the Mutual Termination Effective Date.
4. Company agrees to compensate HMA for all Services rendered by HMA prior to the Mutual Termination Effective Date and all out of pocket expenses incurred to date.
5. The Parties fully and completely release and discharge the other Party from any and all claims, demands, causes of action, obligations and liabilities of any kind or nature whatsoever, directly or indirectly, whether presently known or unknown for any and all duties and obligations arising out of the Agreement except for those specifically surviving the termination of the Agreement as provided in the following paragraph.
6. If any provision of this Mutual Termination is deemed to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts will not be affected.
7. This Mutual Termination may be executed in counterparts by the Parties, each of which shall be deemed an original which, when taken together, shall constitute a single instrument.

8. Each signatory below represents that it has obtained all necessary authority to enter into this Mutual Termination as a binding commitment on the Party on whose behalf the signatory signs.

IN WITNESS WHEREOF, the parties have executed and delivered this Mutual Termination Agreement as of the date first above written.

Health Management Associates, Inc.

Nueces County Hospital District,
a political subdivision of the State of Texas

By: Kelly Johnson

Printed Name: Kelly Johnson

Title: Vice President

Date: 10/16/2019

By: Jonny F. Hipp

Printed Name: Jonny F. Hipp

Title: Administrator/CEO

Date: 10/17/2019

HMA Client #: 3695