

ASSIGNMENT OF WATER AND SEWER SERVICE AGREEMENT

THIS ASSIGNMENT OF WATER AND SEWER SERVICE AGREEMENT ("Assignment"), effective as of the date last signed by all Parties, is entered into by and among Hernando HMA, LLC (successor by conversion to Hernando HMA, Inc.) ("Assignor"), Tampa General Hospital Hernando, LLC ("Assignee"), and the HERNANDO COUNTY WATER AND SEWER DISTRICT, a body corporate and politic (the "District"), collectively referred to herein as the "Parties."

RECITALS

A. Assignor and the District entered into that certain Water and Sewer Service Agreement dated August 3, 2004, which was recorded on September 3, 2004, in Official Records Book 1895, Page 107, Public Records of Hernando County, Florida (the "Agreement").

B. Assignor has entered into an Asset Purchase Agreement (the "Purchase Agreement") pursuant to which Assignor and certain of its affiliates have agreed to sell substantially all of their assets used in connection with the operations of Bravera Health Brooksville in Brooksville, Florida to Assignee and certain of its affiliates, with an anticipated effective date for the transaction on or about December 1, 2023 (the "Closing").

C. Pursuant to II. General Provisions, Section 9 of the Agreement, the District must consent to any such assignment and in consideration for Assignee entering into this Assignment, the District desires to consent to Assignor's assignment and transfer to Assignee as set forth herein.

1. In connection with and subject to the Closing, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to assign, transfer and deliver all of its rights, titles, obligations, and interests under the Agreement to Assignee.

2. In consideration for this Assignment, Assignee hereby acknowledges and agrees to assume all of the obligations, responsibilities, covenants, conditions and agreements of Assignor arising from and in connection with the Agreement from and after the effective date of the assignment.

3. The District hereby consents to the foregoing assignment and transfer of the Agreement by Assignor to Assignee.

4. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

5. This Assignment and the Purchase Agreement constitute the entire agreement between Assignor and Assignee with respect to the assignment and assumption of the Agreement and this Assignment may only be amended in a written document executed by Assignor and Assignee. This Assignment shall be binding upon parties and their successors and assigns and shall inure to the benefit of the parties and their successors and assigns.

6. This Assignment may be executed in counterpart originals and all of such counterpart originals shall constitute one and the same instrument; provided, however, this Assignment shall not be binding and in full force and effect until every party has executed this Assignment in one or more of such counterparts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this instrument to be signed on the dates set forth below.

ASSIGNOR

Hernando HMA, LLC, a Florida
limited liability company

ASSIGNEE

Tampa General Hospital Hernando,
LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Witness:

Witness:

Name

Name

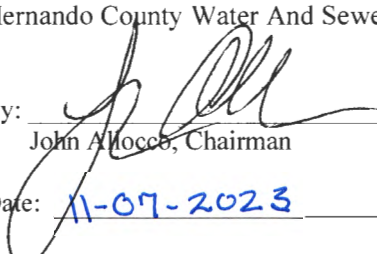
Signature

Signature

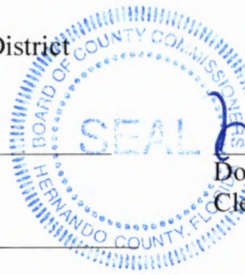
DISTRICT

Board of County Commissioners
Hernando County, Florida
As the Governing Board of the
Hernando County Water And Sewer District

ATTEST:

By: 
John A. Mocco, Chairman

Date: 11-07-2023




Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Approved as to Form
and Legal Sufficiency:

By: Victoria Anderson
County Attorney's Office