White Oak Manor

RECEIVED
JUN 19 2024
Polk County, NC

June 14, 2024

Polk County Emergency Medical Service
PO Box 308
Columbus, NC 28722

Re: **Agreement for Ambulance Services**, set forth on Exhibit A (the "Agreements")

Dear Sir or Madam:

The purpose of this letter is to notify you that White Oak Manor, Inc., its various subsidiaries and its affiliate White Oak Pharmacy, Inc. (collectively, "White Oak") have entered into a Purchase and Sale Agreement with NHC/OP, L.P., an affiliate of National HealthCare Corporation ("NHC") dated May 31, 2024 (the "Purchase Agreement"), pursuant to which NHC through its affiliate designees ("NHC Affiliate Designees") will acquire substantially all of the assets of White Oak (the "Transaction"). It is currently anticipated that the Transaction will close on July 31, 2024 and become effective as of **August 1, 2024** (such time as the Transactions actually close, the "Effective Time"). In connection with the Transaction, White Oak wishes to assign the Agreements to the applicable NHC Affiliate Designee set forth on Exhibit A), so that the applicable NHC Affiliate Designee may assume all of White Oak's rights and obligations under the Agreements arising after the Effective Time. Neither NHC nor any NHC Affiliate Designee will be liable for any obligations of White Oak which were incurred under the Agreements prior to the Effective Time.

White Oak respectfully requests you provide your consent to the assignment by White Oak of White Oak's rights, title and interest under the Agreements to the applicable NHC Affiliate Designee, and the assumption by such NHC Affiliated Designee of White Oak's post-Effective Time obligations thereunder by signing the Consent to Assignment and Assumption (the "Consent") on the following page and returning it in the manner set forth below. I would appreciate receiving an executed copy of the Consent as soon as possible. Once executed, please send the Consent to the attention of Kim Camby via overnight delivery service to our office at 130 East Main Street, Spartanburg, SC 29306, by United States mail to P.O. Box 3347, Spartanburg, SC 29304, or by e-mail to kcamby@WhiteOakManor.com. If the Transaction is not consummated for any reason whatsoever, the Consent shall be null and void, and of no legal force or effect.

Thank you in advance for your cooperation.

Sincerely,

Douglas M. Cecil
President

CONSENT TO ASSIGNMENT AND ASSUMPTION

In response to the request of White Oak Manor, Inc., set forth in that certain notice letter dated June 14, 2024 (the "Notice Letter"), which is hereby incorporated herein by reference, **Polk County Emergency Medical Service** hereby (i) consents to the assignment by White Oak of White Oak's right, title and interest under the Agreements to the applicable NHC Affiliate Designee set forth on Exhibit A hereto, (ii) waives any and all breaches of or defaults under the Agreements by White Oak which may occur as a result of or in connection with the proposed assignment, and (iii) waives any and all rights it may have to terminate the Agreements, in whole or in part, as a result of or in connection with the proposed Assignment. **Polk County Emergency Medical Service** hereby acknowledges that it has no knowledge of any breach or default by White Oak of any terms of the Agreements.

Polk County Emergency Medical Service further consents to the assumption of White Oak's post –Effective Time obligations under the Agreements by the applicable NHC Affiliate Designee; provided, however, that **Polk County Emergency Medical Service** acknowledges and agrees that neither NHC nor any NHC Affiliate Designee is assuming any obligations of White Oak under the Agreements (i) other than those obligations required to be performed after the Effective Time, (ii) that relate to arise from any breach, violation or default by White Oak prior to the Effective Time, or (iii) for the payment of money or the incurrence of other consideration or material liabilities to **Polk County Emergency Medical Service** which may be required by **Polk County Emergency Medical Service** as a condition to **Polk County Emergency Medical Service's** consent to the above described assignment to and assumption by the applicable NHC Affiliate Designee.

Capitalized terms used but not defined in this Consent to Assignment and Assumption shall have the meanings ascribed to them in the Notice Letter.

CONSENTED, ACKNOWLEDGED AND AGREED:

Polk County Emergency Medical Service

By:_____

Print Name:_____

Title:_____

Exhibit A

1. Agreement for Ambulance Services, by and between The County of Polk operating as the Polk County Emergency Medical Service and White Oak Manor Tryon, dated January 1, 2001, to be assigned to NHC HealthCare/Tryon, LLC.