UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report: August 31, 2021
(Date of earliest event reported)

TENET HEALTHCARE CORPORATION
(Exact name of Registrant as specified in its charter)

Nevada
(State of Incorporation)

1-7293
(Commission File Number)

95-2557091
(IRS Employer Identification Number)

14201 Dallas Parkway
Dallas, TX 75254
(Address of principal executive offices, including zip code)

(469) 893-2200
(Registrant’s telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<table>
<thead>
<tr>
<th>Title of each class</th>
<th>Trading Symbol(s)</th>
<th>Name of each exchange on which registered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common stock, $0.05 par value</td>
<td>THC</td>
<td>NYSE</td>
</tr>
<tr>
<td>6.875% Senior Notes due 2031</td>
<td>THC31</td>
<td>NYSE</td>
</tr>
</tbody>
</table>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 ($230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards pursuant to Section 13(a) of the Exchange Act. ☐
As previously reported, on August 9, 2021, Tenet Healthcare Corporation (the “Company”) announced that, in furtherance of the Company’s long-term succession plan, Ronald A. Rittenmeyer will transition from Chief Executive Officer of the Company and continue as the Executive Chairman of the Company and the Company’s board of directors (the “Board”) through 2022 and Saumya Sutaria, M.D., will be promoted from President and Chief Operating Officer of the Company to Chief Executive Officer of the Company, in each case effective as of September 1, 2021 (the “Effective Date”). Dr. Sutaria will continue to report to Mr. Rittenmeyer.

Ronald A. Rittenmeyer

In connection with the transition, on August 31, 2021, the Company entered into an amended and restated employment agreement with Mr. Rittenmeyer (the “Rittenmeyer Agreement”) which provides that Mr. Rittenmeyer will serve (i) as the Executive Chairman of the Company and the Board from the Effective Date through December 31, 2022 (the “Initial Term”) and (ii) as an advisor to the Board and the Company’s Chief Executive Officer from January 1, 2023 through December 31, 2024 (the “Subsequent Term” and together with the Initial Term, the “Rittenmeyer Term”), subject to earlier termination in accordance with the terms of the Rittenmeyer Agreement. During the Initial Term, Mr. Rittenmeyer will receive an annualized base salary of $1,500,000 and will be eligible to earn an annual incentive bonus under the Company’s Annual Incentive Plan (the “AIP”), with an annual target amount equal to no less than 150% of his base salary. During the Subsequent Term, Mr. Rittenmeyer will receive an annual retainer of $750,000. In addition, Mr. Rittenmeyer will be eligible to receive a $5 million retention bonus (the “Retention Bonus”) on December 31, 2024, subject to his continued employment through such date.

In the event that Mr. Rittenmeyer’s employment is terminated during the Rittenmeyer Term by the Company without “cause,” by Mr. Rittenmeyer for “good reason,” or as a result of Mr. Rittenmeyer’s death or “disability” (each as defined in the Rittenmeyer Agreement), Mr. Rittenmeyer will (in addition to any accrued compensation, benefits and expense reimbursements through the applicable termination date) be eligible to receive: (1) payment of any unpaid AIP bonus for any prior fiscal year during the Initial Term, (2) a lump sum payment equal to the amount of base salary that remains payable through the conclusion of the Rittenmeyer Term, (3) if such termination occurs during the Initial Term, a pro-rata AIP bonus for the year in which the termination of employment occurs based on actual performance, (4) if such termination occurs during the Initial Term, a lump sum payment equal to a pro rata portion of the AIP bonus Mr. Rittenmeyer would have had the opportunity to earn for the year of termination based on the higher of actual and target performance and for the remainder of the Initial Term thereafter based on target performance, (5) accelerated vesting and settlement of the Retention Bonus, (6) accelerated vesting of all equity and other long-term incentive awards held by Mr. Rittenmeyer, and (7) continued coverage under the Company’s health and welfare plans and other benefits and perquisites through the expiration of the Rittenmeyer Term. Mr. Rittenmeyer’s entitlement to such benefits is contingent upon his compliance with his post-termination restrictive covenants (as described below) and, in the case of a termination without cause or resignation for good reason, his execution of a general release of claims in favor of the Company and its affiliates. Pursuant to the Rittenmeyer Agreement, Mr. Rittenmeyer is bound by perpetual confidentiality and non-disparagement covenants and also non-compete and non-solicit covenants that apply during his employment and for two years thereafter.
The summary of the Rittenmeyer Agreement contained herein is qualified in its entirety by reference to the full text of the Rittenmeyer Agreement, which is attached hereto as Exhibit 10.1 and incorporated by reference herein in its entirety.

Saumya Sutaria

In connection with Dr. Sutaria’s promotion, on August 31, 2021, Dr. Sutaria entered into an amended and restated employment agreement (the “Sutaria Agreement”) with the Company. The Sutaria Agreement provides that Dr. Sutaria will serve as the Chief Executive Officer of the Company for an initial term commencing on the Effective Date and concluding December 31, 2025, and the same will be automatically extended for successive one-year terms upon the expiration of the then-current term unless either party provides not less than 180 days’ notice of his or their intention not to renew (the “Sutaria Term”), subject to earlier termination in accordance with the terms of the Sutaria Agreement. Dr. Sutaria will continue to serve as a member of the Board during the Sutaria Term. The Sutaria Agreement provides that Dr. Sutaria will initially receive an annualized base salary of $1,200,000 and will be eligible to earn an annual incentive bonus with a target amount equal to no less than 125% of his base salary under the AIP. Commencing with the 2022 fiscal year, Dr. Sutaria will also receive annual awards of equity and other long-term incentive awards, which will vest on the same basis as equity and other long-term incentive awards granted to similarly-situated executives of the Company.

If Dr. Sutaria’s employment is terminated without “cause” (including as a result of the Company’s election not to renew the Sutaria Agreement) or Dr. Sutaria voluntarily resigns with “good reason” (each as defined in the Sutaria Agreement) more than six months prior to, or more than two years following, a “change of control” (as defined in the Company’s Executive Severance Plan), Dr. Sutaria will (in addition to any accrued compensation, benefits and expense reimbursements through the applicable termination date) be eligible to receive, subject to the execution of a release of claims in favor of the Company: (1) payment of any earned but unpaid AIP bonus for the year prior to the year in which the termination of employment occurs, (2) a pro-rata AIP bonus for the year in which the termination of employment occurs based on actual performance, (3) two and one-half times the sum of base salary plus target AIP bonus paid over two and one-half year period following the termination date, (4) accelerated vesting of all outstanding unvested equity and other long-term incentive awards, and (5) continued coverage under the Company’s health and welfare plans during the two and one-half year period following the termination date.

If Dr. Sutaria’s employment is terminated without cause (including as a result of the Company’s election not to renew the Sutaria Agreement) or Dr. Sutaria voluntarily resigns with good reason within six months prior to, or within two years following, a change of control, Dr. Sutaria will (in addition to any accrued compensation, benefits and expense reimbursements through the applicable termination date) be eligible to receive, subject to his execution of a release of claims in favor of the Company: (1) payment of any earned but unpaid AIP bonus for the year prior to the year in which the termination of employment occurs, (2) a pro-rata AIP bonus for the year in which the termination of employment occurs based on actual performance, (3) three times the sum of base salary plus target AIP bonus paid in single lump-sum, (4) accelerated vesting of all outstanding unvested equity and other long-term incentive awards, and (5) continued coverage under the Company’s health and welfare plans during the three year period following the termination date.

If Dr. Sutaria’s employment is terminated as a result of Dr. Sutaria’s death or “disability” (as defined in the Sutaria Agreement), Dr. Sutaria will (in addition to any accrued compensation, benefits and expense reimbursements through the applicable termination date) be eligible to receive: (1) payment of any earned but unpaid AIP bonus for the year prior to the year in which the termination of employment occurs, (2) a pro-rata AIP bonus for the year in which the termination of employment occurs based on actual performance, and (3) accelerated vesting of all outstanding unvested equity and other long-term incentive awards.

In the event Dr. Sutaria elects not to renew the Sutaria Agreement upon the expiration of the Term, Dr. Sutaria will (in addition to any accrued compensation, benefits and expense reimbursements through the applicable termination date) be entitled to continued vesting of all equity-based awards granted during the Term during the two and one-half year period following the Term as if Dr. Sutaria had remained employed by Company, subject to his execution of a release of claims in favor of the Company and continued compliance with the restrictive covenants set forth in the Sutaria Agreement (as summarized below).
Dr. Sutaria is bound by perpetual confidentiality and non-disparagement covenants. Additionally, Dr. Sutaria is subject to an employee non-solicitation covenant that applies for the duration of Dr. Sutaria’s employment with the Company and for two years thereafter, and a noncompetition covenant that applies with respect to four of the Company’s primary competitors for the duration of Dr. Sutaria’s employment with the Company and for one year thereafter.

The summary of the Sutaria Agreement contained herein is qualified in its entirety by reference to the full text of the Sutaria Agreement, which is attached hereto as Exhibit 10.2 and incorporated by reference herein in its entirety.

Additionally, in connection with his promotion, the Board determined to award Dr. Sutaria restricted stock units pursuant to the Company’s 2019 Stock Incentive Plan and award agreements thereunder with a September 1, 2021 grant date fair value equal to $8,000,000, with 50% time vesting on August 31, 2025 and 50% vesting on August 31, 2025 subject to the achievement of performance conditions over the period commencing on January 1, 2021 and ending on June 30, 2025 in accordance with the Company’s existing long-term performance incentive framework.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>10.1</td>
<td>Amended and Restated Employment Agreement between the Company and Ronald A. Rittenmeyer, effective as of September 1, 2021.</td>
</tr>
<tr>
<td>10.2</td>
<td>Amended and Restated Employment Agreement between the Company and Saumya Sutaria, effective as of September 1, 2021.</td>
</tr>
<tr>
<td>104</td>
<td>Cover Page Interactive Data File (embedded within the inline XBRL document)</td>
</tr>
</tbody>
</table>
Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TENET HEALTHCARE CORPORATION

By: /s/ Thomas Arnst

Name: Thomas Arnst

Title: Executive Vice President, Chief Administrative Officer and General Counsel

Date: September 3, 2021

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AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this “Agreement”) is hereby entered into to be effective from and following September 1, 2021 (the “Effective Date”), between Tenet Healthcare Corporation (the “Company”) and Ronald A. Rittenmeyer (“Executive”).

WITNESSETH

WHEREAS, the Company and Executive are party to that certain Employment Agreement, effective as of March 1, 2018, as amended on February 27, 2019 and February 26, 2020 (the “Prior Agreement”);

WHEREAS, Executive is currently serving as the Company’s Executive Chairman and Chief Executive Officer;

WHEREAS, in furtherance of the Company’s long-term planned leadership succession transition, the Company and Executive desire to transition Executive’s role to Executive Chairman; and

WHEREAS, the Company and Executive desire to enter into this Agreement as to the terms of Executive’s employment with the Company from and after the Effective Date, which will supersede the Prior Agreement in its entirety effective as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Employment Term. The Company agrees to employ Executive pursuant to the terms of this Agreement, and Executive agrees to be so employed, for a term commencing as of the Effective Date and ending on December 31, 2024 (the “Term”). Notwithstanding the foregoing, Executive’s employment hereunder may be earlier terminated in accordance with Section 4 hereof. The period of time between the Effective Date and the termination of Executive’s employment hereunder shall be referred to herein as the “Employment Period.”

2. Position and Duties.

   (a) During the portion of the Employment Period commencing on the Effective Date and ending on December 31, 2022 (the “Initial Period”), Executive will serve as the Company’s Executive Chairman and Executive will report directly to the Board of Directors of the Company (the “Board”). During the Initial Period, Executive will also serve as the Executive Chairman of the Board. During the portion of the Employment Period from and after January 1, 2023 (the “Subsequent Period”), Executive will serve as a senior advisor to the Chief Executive Officer and the Board and perform senior-level advisory services as reasonably requested by the Chief Executive Officer and the Board for a period of time not to exceed eight (8) days per month.
(b) During the Initial Period, Executive shall have such responsibilities, duties and authorities, and will render such services for the Company and its subsidiaries or affiliates as the Board may reasonably request from time to time. During the Initial Period, Executive will devote substantially all of Executive’s business time, energy and efforts to Executive’s obligations hereunder and to the affairs of the Company; provided that the foregoing shall not prevent Executive from (i) serving on the boards of directors of non-profit organizations and, with the prior written approval of the Board, other for-profit companies, (ii) participating in charitable, civic, educational, professional, community or industry affairs, (iii) managing Executive’s passive personal investments, (iv) serving on the board of directors of IQVIA Holdings, Inc., (v) serving on the executive board of the Cox School of Business at Southern Methodist University, on the foundation board for the Church of Incarnation in Dallas, as a member of the U.S. Chamber of Commerce Board of Directors, and/or on the board of directors of the Federation of American Hospitals, and (vi) providing advising services to Affina from time to time, so long as such activities in the aggregate do not interfere or conflict with Executive’s duties hereunder or create a potential business or fiduciary conflict.

(c) During the Employment Period, Executive will be employed by Tenet Employment, Inc. for all purposes under this Agreement.

3. Compensation and Benefits.

(a) Base Salary. During the Initial Period, Executive shall receive an annual base salary (“Base Salary”) equal to $1,500,000 per annum, payable by the Company in regular installments in accordance with the Company’s general payroll practices, less taxes and other applicable withholdings. During the Subsequent Period, Executive’s shall receive an annual Base Salary equal to $750,000, payable by the Company in regular installments in accordance with the Company’s general payroll practices, less taxes and other applicable withholdings.

(b) Annual Bonus. During the Initial Period, Executive shall be eligible to receive an annual incentive payment (the “Annual Bonus”) based on a target bonus opportunity of no less than 150% of Executive’s Base Salary, with the actual Annual Bonus amount calculated based upon the attainment of one or more performance-based objectives established by the Board or the Human Resources Committee thereof (the “Committee”) in its sole discretion. The Annual Bonus shall be subject to the terms and conditions of the annual bonus plan adopted by the Board or the Committee, under which bonuses are generally payable to senior executives of the Company. The Annual Bonus shall be paid to Executive at the same time as annual bonuses are generally payable to other senior executives of the Company, subject to Executive’s continuous employment through the applicable payment date, except as otherwise set forth in this Agreement. Notwithstanding anything herein to the contrary, the Board or Committee may grant Executive discretionary bonuses from time to time in its sole and absolute discretion.
(c) **Equity and Other Long-Term Incentive Awards.** All equity and other long-term incentive awards granted to Executive prior to the Effective Date (collectively, the “Long-Term Incentive Awards”) shall remain in full force and effect in accordance with the documents evidencing such awards (including, without limitation, the Prior Agreement). During the Initial Period, Executive shall continue to be eligible to receive equity and other long-term incentive awards under any applicable plan adopted by the Company during the Employment Period for which employees are generally eligible. The actual level of Executive’s participation in any such plan, if any, and the terms and conditions of any award granted under such plan shall be determined in the sole discretion of the Board or Committee from time to time provided that such terms and conditions shall not be inconsistent with the terms of this Agreement.

(d) **Retention Bonus.** Subject to Executive’s continued employment with the Company through the expiration of the Term, Executive shall be entitled to receive a cash bonus in amount equal to $5,000,000 (the “Retention Bonus”), payable, less taxes and applicable withholdings, on the last day of the Term. Except as explicitly set forth below, Executive shall have no further rights in respect of the Retention Bonus in the event that his employment with the Company is terminated prior to the expiration of the Term.

(e) **Employee Benefits.** In addition, during the Employment Period, Executive shall be entitled to participate in the Company’s benefits generally available to executive-level employees and on the same relative terms, including, for the avoidance of doubt, the Company’s health and welfare plans (including, without limitation, life and disability plans), 401(k) retirement savings plan, the Company’s Executive Retirement Account, and any other benefits in which Executive currently participates, subject, in each case, to the eligibility and participation requirements thereof; provided, however, that Executive shall not participate in any severance plan or policy maintained by the Company for the benefit of senior executives.

(f) **Expenses; Certain Perquisites.** During the Employment Period, the Company shall reimburse Executive for all reasonable out-of-pocket expenses incurred by him in the course of performing his duties and responsibilities under this Agreement which are consistent with the Company’s policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Company’s requirements with respect to reporting and documentation of such expenses. In addition, during the Employment Period, Executive will be entitled to use of the Company’s airplane for business and personal use (personal use not to exceed one hundred (100) hours per calendar year) without reimbursement to the Company in accordance with the Company’s policies as in effect from time to time and consistent with past practice.

4. **Termination.**

   (a) The Employment Period shall terminate upon the first to occur of the following:

   (i) upon the conclusion of the Term;

   (ii) upon advance written notice of Executive’s voluntary resignation with Good Reason;

   (iii) immediately upon Executive’s death or Disability;
(iv) immediately upon a termination by the Company for Cause; or

(v) immediately upon written notice by the Company without Cause or upon thirty (30) days’ advance written notice by Executive without Good Reason (the date of such terminations set forth in (i) through (v) herein, the “Termination Date”).

Unless otherwise determined by mutual agreement between Executive and the Board prior to the termination of Executive’s employment pursuant to Sections 4(a)(i) through (v) herein, effective automatically as of any such Termination Date and without any further action taken by Executive, Executive will be deemed to effectively resign from all positions, offices and directorships with the Company and any affiliate and subsidiary of the Company, as well as from any positions, offices and directorships on the Company’s and its affiliates and subsidiaries’ foundations, benefit plans and programs.

(b) Death; Disability. Executive’s employment and the Employment Period shall terminate automatically upon Executive’s death. The Company may terminate Executive’s employment and the Employment Period immediately upon the occurrence of a Disability, such termination to be effective upon Executive’s receipt of written notice of such termination. Upon Executive’s death, or in the event that Executive’s employment and the Employment Period ends on account of Executive’s Disability, Executive or Executive’s estate, as applicable, shall be entitled to the following:

(i) any accrued but unpaid Base Salary through the Termination Date, payable no later than ten (10) days following the Termination Date;

(ii) reimbursement for any unreimbursed business expenses incurred through the Termination Date in accordance with Section 3(f) of this Agreement, payable in accordance with applicable Company plan or policy;

(iii) all other payments, benefits or fringe benefits to which Executive shall be entitled under the terms of any applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant payable in accordance with the applicable Company plan, policy or award agreement (the payments described in (i), (ii), and (iii) hereof, collectively, the “Accrued Benefits”);

(iv) a lump sum payment equal to the amount of Executive’s Base Salary that remains payable to Executive during the Term, measured from the Termination Date through the end of the Term (the “Cash Payment”); such payment to be made on the first regularly scheduled payroll period following the Termination Date;

(v) any Annual Bonus for any preceding fiscal year during the Initial Period which, as of the Termination Date, has not been paid, and which would have been paid but for Executive’s termination of employment, such Annual Bonus to be paid at the same time as annual bonuses for such fiscal year are generally payable to other senior executives of the Company (the “Prior Year Bonus”);
(vi) if the Termination Date occurs during the Initial Period, a pro-rata portion of the Annual Bonus Executive would have earned for the performance year in which the Termination Date occurs based on actual performance, with such pro-rata portion determined based on the quotient determined by dividing the number of days between the beginning of the performance period in which such termination occurs and the Termination Date, divided by 365 (the “Pro-Rata Annual Bonus”), which amount shall be paid at such time annual bonuses are paid to other senior executives of the Company;

(vii) if the Termination Date occurs during the Initial Period, a lump sum payment equal to the sum of (x) a pro-rata portion of the Annual Bonus Executive would have earned for the performance year in which Termination Date occurs based on the higher of actual or target performance, with such pro-rata portion determined based on the quotient determined by dividing the number of days between the Termination Date and the conclusion of the performance period in which such termination occurs, divided by 365 (the “Pro-Rata Target Bonus”), and (y) a pro-rata portion of the Annual Bonus for any performance year remaining during the Initial Period that begins following the Termination Date based on target performance, with such pro-rata portion determined based on the quotient determined by dividing the number of days between the beginning of the performance year and the conclusion of the Term, divided by 365 (the “Pro-Rata Remaining Bonus”), payable on the first regularly scheduled payroll period following the Termination Date;

(viii) effective as of the Termination Date, accelerated vesting of all equity and other Long-Term Incentive Awards held by Executive (the “Accelerated Vesting”), which will be settled within thirty (30) days following Executive’s Termination Date.

(ix) a lump sum cash payment in an amount equal to the Retention Bonus (the “Retention Bonus Acceleration”), payable no later than ten (10) days following the Termination Date; and

(x) continued coverage for Executive and his covered dependents under the Company’s health and welfare plans (including, without limitation, life and disability plans) and entitlement to any other benefits or perquisites in effect as of the Termination Date through the expiration of the Term that would have applied had Executive’s employment continued for the duration of the Term (the “Continued Benefits”). Following the conclusion of the Term, Executive and his covered dependents shall be eligible to elect continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”) at Executive’s sole cost and expense.

Following any such termination of Executive’s employment, except as set forth in this Section 4(b), Executive shall have no further rights to any compensation or any other benefits under this Agreement.
(c) Termination by the Company for Cause; Resignation by Executive without Good Reason. The Company may terminate Executive’s employment at any time for Cause and Executive may terminate his employment at any time without Good Reason upon thirty (30) days’ advance written notice to the Company. If Executive’s employment is terminated by the Company for Cause or if Executive resigns without Good Reason, Executive shall be entitled to only the Accrued Benefits.

(d) Termination by the Company without Cause; Resignation by Executive with Good Reason. The Company may terminate Executive’s employment at any time without Cause, effective upon delivery to Executive of written notice in accordance with Section 4(a)(v), and Executive may voluntarily resign employment with the Company with Good Reason (as defined below). In the event that Executive’s employment is terminated by the Company without Cause (other than due to death or Disability), or Executive voluntarily resigns with Good Reason, subject to Section 4(f) (other than with respect to Section 4(d)(i)), Executive shall be entitled to:

(i) the Accrued Benefits;
(ii) the Cash Payment, payable on the first regularly scheduled payroll period following the Release Effective Date;
(iii) payment of any Prior Year Bonus;
(iv) payment of the Pro-Rata Annual Bonus;
(v) payment of the Pro-Rata Target Bonus, and the Pro-Rata Remaining Bonus, payable on the first regularly scheduled payroll period following the Release Effective Date;
(vi) the Accelerated Vesting;
(vii) the Retention Bonus Acceleration, payable on the first regularly scheduled payroll period following the Release Effective Date; and
(viii) the Continued Benefits.

(e) Termination upon the Conclusion of the Term. Executive’s employment will terminate automatically upon the conclusion of the Term. Upon Executive’s termination of employment upon the conclusion of the Term, Executive shall only be entitled to only the Accrued Benefits.

Following the termination of Executive’s employment by the Company without Cause or by Executive with Good Reason or upon the conclusion of the Term, except as set forth in Section 4(d) or Section 4(e) hereof, Executive shall have no further rights to any compensation or any other benefits under this Agreement. Payments and benefits provided in Section 4(d) or Section 4(e) shall be in lieu of any termination or severance payments or benefits for which Executive may be eligible under any of the plans, policies or programs of the Company or under the Worker Adjustment Retraining Notification Act of 1988 or any similar state statute or regulation.
(f) Release of Claims, Continued Compliance. Notwithstanding any provision herein to the contrary, the payment of any amount or provision of any benefit (other than the Accrued Benefits) pursuant to Section 4(d) (collectively, the “Severance Benefits”) shall be conditioned upon Executive’s execution, delivery to the Company, and non-revocation of the release of claims in the form attached hereto as Exhibit A (and the expiration of any revocation period contained in such release of claims) within sixty (60) days following the Termination Date (the date on which the release becomes effective and no longer subject to revocation, the “Release Effective Date”). The Company shall also execute, and deliver to Executive, the release of claims in the form attached as Exhibit A simultaneously with the Release Effective Date, subject to the occurrence of the Release Effective Date. Any delay in the payment of the Severance Benefits shall not extend the period of time that the Severance Benefits are payable. If Executive fails to execute the release of claims in such a timely manner so as to permit any revocation period to expire prior to the end of such sixty (60)-day period, or timely revokes Executive’s such release following its execution, Executive shall not be entitled to any of the Severance Benefits. If Executive materially breaches any obligation set forth in Section 7 below and fails to cure such breach (if curable) after notice and a reasonable opportunity to cure, Executive’s right to receive the Severance Benefits shall immediately cease and be forfeited, and any payment of the Severance Benefits previously paid to Executive shall be immediately repaid by Executive to the Company, if and to the extent such breach damages the Company as determined by a court of competent jurisdiction.

5. Code Section 280G. To the extent that any amount payable to Executive hereunder, when combined with any other payment or benefit (collectively, the “Payments”, which shall include, without limitation, the vesting of any equity awards or other non-cash benefit or property) that could be considered a “parachute payment,” as such term is defined under Section 280G of the Internal Revenue Code of 1986, as amended (the “Code”), exceed the limitations of Section 280G of the Code such that an excise tax will be imposed under Section 4999 of the Code, the Payments shall be either (a) reduced (but not below zero) so that the present value of such total Payments received by Executive will be one dollar ($1.00) less than three times Executive’s “base amount” (as defined in Section 280G(b)(3) of the Code) and so that no portion of such Payments received by Executive shall be subject to the excise tax imposed by Section 4999 of the Code, such parachute payments shall be reduced in the following order: (a) any Pro-Rata Target Bonus, Pro-Rata Annual Bonus, Prior Year Bonus or Pro-Rata Remaining Bonus, (b) any continuation of Base Salary (c) any other cash amounts payable to Executive (including the Retention Bonus), (d) any benefits continuation valued as parachute payments, and (e) any accelerated vesting of any equity awards, or (b) paid in full, whichever of (a) or (b) produces the better net after tax position to Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). For purposes of making the calculations and determinations required by this Section 5, the Company may engage an independent accounting firm or independent counsel to make such determinations, which shall be conclusive and binding on the Company and Executive, and such independent accounting firm or independent counsel may rely on reasonable, good faith assumptions and approximations concerning the applicable of Section 280G and Section 4999 of the Code.

(a) “Cause” shall mean a termination of Executive’s employment by the Company due to any of the following: (i) embezzlement, theft or other willful and material misappropriation by Executive of any Company property; (ii) Executive’s willful and material breach of any fiduciary duty to the Company or any of its subsidiaries; (iii) Executive’s willful and material failure or refusal to comply with laws or regulations applicable to Company and its business, or the policies of the Company governing the conduct of its employees that causes material harm to the Company; (iv) commission by Executive of a felony or of any crime involving moral turpitude, fraud, or misrepresentation; (v) the willful and material failure or refusal of Executive to perform his reasonably assigned job duties in accordance with Company policy; or (vi) any gross negligence or willful misconduct of Executive resulting in a material loss to the Company, or material damage to the reputation of the Company. For purposes of this definition, no act or failure to act on the part of Executive shall be deemed “willful” if it was undertaken in reasonable reliance on the advice of counsel or at the instruction of the Company, including but not limited to the Board or a committee of the Board of the Company, or was due primarily to an error in judgment or negligence, but shall be deemed “willful” only if done or omitted to be done by Executive not in good faith and without reasonable belief that Executive’s action or omission was in the best interest of the Company. Further, a failure to meet or exceed business objectives, as defined by the Company, will not constitute Cause, so long Executive devotes his reasonable efforts and attention to the achievement of those objectives.

(b) “Disability” shall be defined as the inability of Executive to have performed Executive’s material duties hereunder due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any 365-day period as determined by the Board in its reasonable discretion.

(c) “Good Reason” shall mean a termination of Executive’s employment by Executive within 30 days of the Company’s failure to cure, in accordance with the procedures set forth below, any of the following events: (i) a reduction in any of Executive’s compensation rights set forth in Section 3 hereof; (ii) failure to elect or reelect Executive as a member of the Board of Directors during the Initial Period; (iii) the removal of Executive by the Company from the position of Executive Chairman during the Initial Period; (iv) a material reduction in Executive’s duties and responsibilities as in effect immediately prior to such reduction, except as explicitly contemplated hereunder following the Initial Period; (v) the assignment to Executive of duties that are materially inconsistent with his then-current position(s) or the grant of duties that materially impair Executive’s ability to function in such position(s); (vi) relocation of Executive’s principal office to a location that is more than fifty (50) miles outside of downtown Dallas, TX; (vii) during the Employment Period, individuals who, as of the Effective Date, constitute the Board, and any new director (other than a director whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such term is used in Rule 14a-11 of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended) or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board) whose election by the Board or nomination for election by the
Company’s stockholders was approved by a vote of at least 50% of the directors then still in office who either were directors as of the Effective Date or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board; or (viii) a material breach of any material provision of this Agreement by the Company. A termination hereunder shall not be treated as a termination for Good Reason (x) if Executive shall have consented in writing to the occurrence of the event giving rise to the claim of termination for Good Reason, or (y) unless Executive shall have delivered a written notice to the Board within three months of his having actual knowledge of the occurrence of one of such events stating that he intends to terminate his employment for Good Reason and specifying the factual basis for such termination, and such event, if capable of being cured, shall not have been cured within 30 days of the receipt of such notice.

7. Restrictive Covenants

(a) Confidentiality. During the course of Executive’s employment with the Company, Executive will have access to Confidential Information. For purposes of this Agreement, “Confidential Information” means all data, information, ideas, concepts, discoveries, trade secrets, inventions (whether or not patentable or reduced to practice), innovations, improvements, know-how, developments, techniques, methods, processes, treatments, drawings, sketches, specifications, designs, plans, patterns, models, plans and strategies, and all other confidential or proprietary information or trade secrets in any form or medium (whether merely remembered or embodied in a tangible or intangible form or medium) whether now or hereafter existing, relating to or arising from the past, current or potential business, activities and/or operations of the Company or any of its affiliates, including, without limitation, any such information relating to or concerning finances, sales, marketing, advertising, transition, promotions, pricing, personnel, customers, suppliers, vendors, raw partners and/or competitors. Executive agrees that Executive shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of Executive’s assigned duties and for the benefit of the Company, either during the period of Executive’s employment or at any time thereafter, any Confidential Information or other confidential or proprietary information received from third parties subject to a duty on the Company’s and its subsidiaries’ and affiliates’ part to maintain the confidentiality of such information, and to use such information only for certain limited purposes, in each case, which shall have been obtained by Executive during Executive’s employment by the Company (or any predecessor). The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to Executive; (ii) becomes generally known to the public subsequent to disclosure to Executive through no wrongful act of Executive or any representative of Executive; or (iii) Executive is required to disclose by applicable law, regulation or legal process (provided that Executive provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information). Nothing contained in this Agreement shall be construed to prohibit Executive from reporting possible violations of federal or state law or regulation to any governmental agency or regulatory body or making other disclosures that are protected under any whistleblower provisions of federal or state law or regulation, or from filing a charge with or participating in any investigation or proceeding conducted by any governmental agency or regulatory body.
(b) Noncompetition; Nonsolicitation.

(i) During the Employment Period and for a period of two (2) years following the Termination Date (the “Restricted Period”), Executive will not, directly or indirectly, own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person, firm, corporation or other entity, in whatever form, engaged in competition with the Company or any of its subsidiaries or affiliates or in any other material business in which the Company or any of its subsidiaries or affiliates is engaged on the date of termination or in which they have planned, on or prior to such date, to be engaged on or after such date, in any locale of any country in which the Company conducts business. Notwithstanding the foregoing, nothing herein shall prohibit Executive from being a passive owner of not more than one percent (1%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with the Company or any of its subsidiaries or affiliates, so long as Executive has no active participation in the business of such corporation. In addition, the provisions of this Section 7(b)(i) shall not be violated by Executive commencing employment with a subsidiary, division or unit of any entity that engages in a business in competition with the Company or any of its subsidiaries or affiliates so long as Executive and such subsidiary, division or unit does not engage in a business in competition with the Company or any of its subsidiaries or affiliates.

(ii) During the Restricted Period, Executive agrees that Executive shall not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, solicit, aid or induce any employee of the Company or any of its subsidiaries or affiliates to leave such employment or retention or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying or soliciting any such employee. An employee shall be deemed covered by this Section 7(b)(ii) while so employed or retained and for a period of six (6) months thereafter; provided, however, that the Company will, in good faith, consider exempting any employee who was terminated by the Company or any of its subsidiaries or affiliates.

(c) Nondisparagement. Executive agrees not to make negative comments or otherwise disparage the Company or its officers, directors, employees, shareholders, agents or products other than in the good faith performance of Executive’s duties to the Company while Executive is employed by the Company, it being understood and agreed that disparagement does not include compliance with legal process or subpoenas to the extent only truthful statements are rendered in such compliance attempt, statements in response to any inquiry from a court or regulatory body, or statements or comments in rebuttal of media stories or alleged media stories. The Company will instruct its board members and
senior executives not to make any negative comments or otherwise defame or disparage Executive to any third parties, except as required by law, it being understood and agreed that disparagement does not include compliance with legal process or subpoenas to the extent only truthful statements are rendered in such compliance attempt, statements in response to any inquiry from a court or regulatory body, or statements or comments in rebuttal of media stories or alleged media stories.

(d) Trade Secrets. 18 U.S.C. § 1833(b) provides: “An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(i) is made—(A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.” Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(e) Reasonableness of Restrictive Covenants. In signing this Agreement, Executive gives the Company assurance that Executive has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 7 hereof. Executive agrees that these restraints are necessary for the reasonable and proper protection of the Company and its affiliates and their Confidential Information and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent Executive from obtaining other suitable employment during the period in which Executive is bound by the restraints. Executive acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and its affiliates and that Executive has sufficient assets and skills to provide a livelihood while such covenants remain in force. Executive further covenants that Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 7, and that Executive will reimburse the Company and its affiliates for all costs (including reasonable attorneys’ fees) incurred in connection with any action to enforce any of the provisions of this Section 7 if either the Company and/or its affiliates is the prevailing party in such dispute or if Executive challenges the reasonableness or enforceability of any of the provisions of this Section 7. If Executive is the prevailing party in any action or dispute to enforce any of the provisions of this Section 7 (but not, for the avoidance of doubt, if Executive challenges the reasonableness or enforceability of any of the covenants set forth in this Section 7), the Company will reimburse Executive for all costs (including reasonable attorneys’ fees) incurred by him in connection with such action or dispute. It is also agreed that each of the Company’s affiliates will have the right to enforce all of Executive’s obligations to that affiliate under this Agreement, including without limitation pursuant to this Section 7.
(f) **Reformation.** If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 7 is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

(g) **Tolling.** In the event of any violation of the provisions of this Section 7, Executive acknowledges and agrees that the post-termination restrictions contained in this Section 7(b) shall be extended by a period of time equal to the period of such violation, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

8. **Notices.** Any notices provided for in this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, and addressed to Executive at his last known address on the books of the Company or, in the case of the Company, to it at its principal place of business, attention of the Board (with a copy to the General Counsel of the Company), or to such other address as either party may specify by notice to the other actually received.

9. **Complete Agreement.** This Agreement embodies the complete agreement and understanding among Executive and the Company and its subsidiaries with respect to the subject matter hereof and, as of the Effective Date, shall supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way other than the agreements referenced herein or any agreement which by its terms continues beyond Executive’s termination of employment.

10. **Indemnification.** The Company hereby agrees to indemnify Executive and hold Executive harmless to the extent provided under the By-Laws of the Company and any agreement between the Company and Executive (including, without limitation, the Indemnification Agreement between the Company and Executive dated June 24, 2010), against and in respect of any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorneys’ fees), losses and damages resulting from Executive’s good faith performance of Executive’s duties and obligations to the Company. The Company shall cover Executive acting in his capacity as an officer or director of the Company or any of its affiliates or subsidiaries, under the directors’ and officers’ liability insurance policies maintained by the Company for the benefit of similarly situated current and former directors and officers.

11. **No Assignment.** This Agreement is personal to each of the parties hereto, and no party may assign or delegate any right or obligation hereunder without first obtaining the written consent of the other party hereto.

12. **Counterparts; Delivery by Facsimile or PDF.** This Agreement may be executed in separate counterparts (including by facsimile or PDF signature pages), each of which is deemed to be an original and all of which taken together constitute one and the same agreement. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or PDF, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
13. **Withholding Taxes.** The Company may withhold from any and all amounts payable to Executive hereunder such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

14. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the laws of the state of Texas without giving effect to provisions thereof regarding conflict of laws.

15. **Waiver of Jury Trial.** THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE PARTIES HERETO ALSO WAIVE ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF THE OTHER PARTY. THE PARTIES HERETO ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. THE COMPANY AND EXECUTIVE FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH THEIR RESPECTIVE LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES THEIR RESPECTIVE JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTION CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

16. **Amendment and Waiver.** Any provision of this Agreement may be amended or waived only with the prior written consent of the Company and Executive, and no course of conduct or course of dealing or failure or delay by any party hereto in enforcing or exercising any of the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

17. **Section 409A.**

   (a) The intent of the parties is that payments and benefits under this Agreement comply with Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively, “Code Section 409A”) and, accordingly, to the maximum extent permitted, this Agreement will be interpreted to be in compliance therewith. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification will be made in good faith and will, to the maximum extent reasonably possible, maintain the original intent and economic benefit to Executive.
and the Company of the applicable provision without violating the provisions of Code Section 409A. To the extent that reimbursements or other in-kind benefits under this Agreement constitute “nonqualified deferred compensation” for purposes of Code Section 409A, (a) all expenses or other reimbursements hereunder will be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by Executive, (b) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchanges for another benefit, and (c) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any table year will in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service.” Notwithstanding anything to the contrary in this Agreement, if the Employee is deemed on the date of termination to be a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a “separation from service,” such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such “separation from service” of the Employee, and (B) the date of the Employee’s death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 17(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Employee in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) For purposes of Code Section 409A, the Employee’s right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(d) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes “nonqualified deferred compensation” for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

18. Survival. The provisions contained in Sections 5, 7 through 11, 13, 14, 15 and 17 hereof shall survive the termination or expiration of the Term and the Employee’s employment with the Company and shall be fully enforceable thereafter.

* * *
IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date written below.

TENET HEALTHCARE CORPORATION

By: /s/ Thomas W. Arnst
Name: Thomas W. Arnst
Title: Executive Vice President, Chief Administrative Officer & General Counsel
Date: August 31, 2021

Accepted and Agreed:

/s/ Ronald A. Rittenmeyer
Name: Ronald A. Rittenmeyer
Date: August 31, 2021

[Signature page to Ronald Rittenmeyer Amended and Restated Employment Agreement]
EXHIBIT A

YOU SHOULD CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE OF CLAIMS.

Release Agreement

1. In consideration of the payments and benefits (the “Severance Benefits”) set forth in Section 4(d) of the Amended and Restated Employment Agreement effective as of September 1, 2021, by and between Ronald A. Rittenmeyer (the “Executive”) and TENET HEALTHCARE CORPORATION (the “Company”) (the “Employment Agreement”) (each of the Executive and the Company, a “Party” and collectively, the “Parties”), the sufficiency of which the Executive acknowledges, the Executive, with the intention of binding himself and his heirs, executors, administrators and assigns, does hereby release, remise, acquit and forever discharge the Company and each of its subsidiaries and affiliates (the “Company Affiliated Group”), their present and former officers, directors, executives, shareholders, agents, attorneys, employees and employee benefit plans (and the fiduciaries thereof), and the successors, predecessors and assigns of each of the foregoing (collectively, the “Company Released Parties”), of and from any and all claims, actions, causes of action, complaints, charges, demands, rights, damages, debts, sums of money, accounts, financial obligations, suits, expenses, attorneys’ fees and liabilities of whatever kind or nature in law, equity or otherwise, whether accrued, absolute, contingent, unliquidated or otherwise and whether now known or unknown, suspected or unsuspected, which the Executive, individually or as a member of a class, now has, owns or holds, or has at any time heretofore had, owned or held, arising on or prior to the date hereof (each, a “Claim”), against any Company Released Party, including without limitation any Claim that arises out of, or relates to, (i) the Employment Agreement, the Executive’s employment with the Company or any of its subsidiaries and affiliates, or any termination of such employment, (ii) severance or vacation benefits, unpaid wages, salary or incentive payments, (iii) breach of contract, wrongful discharge, impairment of economic opportunity, defamation, intentional infliction of emotional harm or other tort, (iv) any violation of applicable state and local labor and employment laws (including, without limitation, all laws concerning unlawful and unfair labor and employment practices) and/or (v) for employment discrimination under any applicable federal, state or local statute, provision, order or regulation, and including, without limitation, any Claim under Title VII of the Civil Rights Act of 1964 (“Title VII”), the Civil Rights Act of 1988, the Fair Labor Standards Act, the Americans with Disabilities Act (“ADA”), the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the Age Discrimination in Employment Act (“ADEA”), the Texas Commission on Human Rights Act, TX Labor Code § 21.001 et seq., the Texas Payday Law, TX Labor Code § 61.001 et seq., the Texas Minimum Wage Act, TX Labor Code § 62.001 et seq., and the Texas Communicable Disease Act, TX Health and Safety Code § 81.101 et seq., all as amended, and any similar or analogous state statute, excepting only:

A. rights of the Executive to the Accrued Benefits and the Severance Benefits (as all such terms are defined in the Employment Agreement);

1 Subject to update to reflect changes in law.

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B. the right of the Executive to receive nondisparagement protection from the Company in accordance with Section 7(c) of the Employment Agreement, and the Executive’s right to expense reimbursement from the Company in the amount of $[_____] in accordance with Sections 3(f) of the Employment Agreement;
C. the right of the Executive in respect of any outstanding equity or other long-term incentive awards in accordance with the documents evidencing such awards;
D. the right of the Executive to receive COBRA continuation coverage in accordance with applicable law;
E. the right of Executive to enforce the terms of this Release Agreement;
F. Claims for benefits under any health, disability, retirement, deferred compensation, life insurance or other similar employee benefit plan (within the meaning of Section 3(3) of ERISA) of the Company Affiliated Group; and
G. rights to indemnification the Executive has or may have under an agreement with any member of the Company Affiliated Group (including Section 10 of the Employment Agreement), the by-laws or certificate of incorporation of any member of the Company Affiliated Group, the Indemnification Agreement between the Company and Executive dated June 24, 2010 or as an insured under any director’s and officer’s liability insurance policy now or previously in force, including any tail policy.

In addition, nothing in this Release prevents Executive from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission, the Securities and Exchange Commission, or the Department of Labor, except that Executive hereby waives his right to any monetary benefits in connection with any such Claim, charge or proceeding. Nothing contained in this Agreement shall be construed to prohibit the Executive from reporting possible violations of federal or state law or regulation to any governmental agency or regulatory body or making other disclosures that are protected under any whistleblower provisions of federal or state law or regulation, or from filing a charge with or participating in any investigation or proceeding conducted by any governmental agency or regulatory body.

2. Pursuant to 18 U.S.C. § 1833(b), an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and (B) solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual: (A) files any document containing the trade secret under seal and (B) does not disclose the trade secret except pursuant to court order.

3. The Executive acknowledges and agrees that this Release is not to be construed in any way as an admission of any liability whatsoever by any Company Released Party, any such liability being expressly denied. The Company acknowledges and agrees that this Release is not to be construed in any way as an admission of any liability whatsoever by the Executive, any such liability being expressly denied.
4. This Release applies to any relief no matter how called, including, without limitation, wages, back pay, front pay, compensatory damages, liquidated damages, punitive damages, damages for pain or suffering, costs, and attorneys’ fees and expenses but does not apply to the Claims not released by the Executive in Section 1 above.

5. The Executive specifically acknowledges that his acceptance of the terms of this Release is, among other things, a specific waiver of his Claims under Title VII, ADEA, ADA and any state or local law or regulation in respect of discrimination of any kind; provided, however, that nothing herein shall be deemed, nor does anything contained herein purport, to be a waiver of any Claim which by law the Executive is not permitted to waive.

6. As to Claims arising under ADEA, the Executive acknowledges that he has been given a period of twenty-one (21) days to consider whether to execute this Release. If the Executive accepts the terms hereof and executes this Release, he may thereafter, for a period of seven (7) days following (and not including) the date of execution, revoke this Release as it relates to the release of Claims arising under ADEA. If no such revocation occurs, this Release shall become irrevocable in its entirety, and binding and enforceable against the Executive, on the day next following the day on which the foregoing seven-day period has elapsed (such date, the “ADEA Release Effective Date”). If such a revocation occurs, the Executive shall irrevocably forfeit any right to payment of the Severance Benefits (other than $1,000 as consideration for the Claims that continue to be waived hereunder and his rights to be indemnified and covered under any applicable directors’ and officers’ liability insurance policies) or any other cash severance, benefits continuation or other post-termination benefits pursuant to the Employment Agreement (other than rights to the Accrued Benefits (as defined in the Employment Agreement) and any rights to be indemnified or covered under any applicable directors’ and officers’ liability insurance policies), but the remainder of the Employment Agreement shall continue in full force.

7. Other than as to Claims arising under ADEA, this Release shall be immediately effective upon execution by the Executive.

8. Release by the Company. Subject to the occurrence of the ADEA Release Effective Date, the Company, on behalf of itself and its controlled subsidiaries, fully, finally and forever releases and discharges Executive and his heirs, executors, administrators, personal representatives, successors and assigns (“Executive Releasees”) from all Claims against Executive arising prior to and through execution of this Release Agreement by the Company, including, without limitation (a) any Claims arising out of or relating to the Company’s employment with the Company and its affiliates or the termination thereof, (b) any Claims arising from or in any way related to any agreement between Executive and the Company and its affiliates, and/or (c) any Claims arising from or in any way related to any awards, policies, plans, programs or practices of the Company and its affiliates; provided, however, that this Section 8 is not intended to and shall not release or limit Claims (i) relating to the Executive’s restrictive covenant obligations under Section 7 of the Employment Agreement and Section 7 of that certain Non-Qualified Stock Option Performance Awards agreement by and between the Company and Executive, dated September 29, 2017, or (ii) seeking to enforce the terms of this Release Agreement.
9. The Executive acknowledges and agrees that he has not, with respect to any transaction or state of facts existing prior to the date hereof, filed any complaints, charges or lawsuits against any Company Released Party with any governmental agency, court or tribunal.

10. The Executive acknowledges that he has been advised to seek, and has had the opportunity to seek, the advice and assistance of an attorney with regard to this Release, and has been given a sufficient period within which to consider this Release.

11. The Parties acknowledge that this Release relates only to Claims that exist as of the date of this Release.

12. The Parties acknowledge that Sections 5, 7 through 11, 13, 14, 15 and 17 of the Employment Agreement shall survive the execution of this Release.

13. The Executive acknowledges that the Severance Benefits he is receiving in connection with this Release and his obligations under this Release are in addition to anything of value to which the Executive is entitled from the Company.

14. Each provision hereof is severable from this Release, and if one or more provisions hereof are declared invalid, the remaining provisions shall nevertheless remain in full force and effect. If any provision of this Release is so broad, in scope, or duration or otherwise, as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

15. This Release constitutes the complete agreement of the Parties in respect of the subject matter hereof and shall supersede all prior agreements between the Parties in respect of the subject matter hereof except to the extent set forth herein.

16. The failure to enforce at any time any of the provisions of this Release or to require at any time performance by another party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect the validity of this Release, or any part hereof, or the right of any party thereafter to enforce each and every such provision in accordance with the terms of this Release.

17. This Release may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile shall be deemed effective for all purposes.

18. This Release shall be binding upon any and all successors and assigns of the Executive and the Company.

19. Except for issues or matters as to which federal law is applicable, this Release shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to the conflicts of law principles thereof.

* * *

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IN WITNESS WHEREOF, the Company has executed this Release as of the date written below.

TENET HEALTHCARE CORPORATION

By: ________________________________
   Name: ________________________________
   Title: ________________________________
   Date: ________________________________

Accepted and Agreed:

___________________________
Name: Ronald A. Rittenmeyer

Date: ____________________________

[Signature page to Release Agreement]
This AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this “Agreement”) is hereby entered into to be effective from and following September 1, 2021 (the “Effective Date”), between Tenet Healthcare Corporation (the “Company”) and Saumya Sutaria (“Executive”).

WITNESSETH

WHEREAS, the Company and Executive are party to that certain Employment Agreement, dated as of November 27, 2018 (the “Prior Agreement”);

WHEREAS, the Company currently employs Executive as the President and Chief Operating Officer of the Company and a member of the Board of Directors;

WHEREAS, in furtherance of the Company’s long-term planned leadership succession transition, the Company desires to promote Executive to the role of Chief Executive Officer effective as of the Effective Date; and

WHEREAS, the Company and Executive desire to enter into this Agreement as to the terms of Executive’s employment with the Company from and after the Effective Date, which will supersede the Prior Agreement in its entirety effective as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Employment Term. The Company agrees to employ Executive pursuant to the terms of this Agreement, and Executive agrees to be so employed, for a term commencing as of the Effective Date and ending on December 31, 2025 (the “Initial Term”). After the Initial Term, the term of this Agreement shall be automatically extended for successive one-year periods (each, a “Subsequent Term”) (the Initial Term and any Subsequent Terms, collectively, the “Term”), provided, however, that either party hereto may elect not to extend this Agreement by giving written notice to the other party at least one hundred eighty (180) days prior to the end of the Initial Term or any such subsequent anniversary date. Notwithstanding the foregoing, Executive’s employment hereunder may be earlier terminated in accordance with Section 4 hereof. The period of time between the Effective Date and the termination of Executive’s employment hereunder shall be referred to herein as the “Employment Period.”

2. Position and Duties. Except as otherwise mutually agreed by the parties, for the duration of the Employment Period:

(a) Executive will serve as Chief Executive Officer of the Company, reporting directly to the Executive Chairman of the Board of Directors of the Company (the “Board”) or, if none, to the Board. During the Employment Period, Executive will serve as a member of the Board.
(b) Executive’s primary office location shall be in the San Francisco Bay Area, although Executive understands and agrees that Executive will be required to travel from time to time for business reasons.

(c) Executive shall have such responsibilities, duties and authorities, and will render such services for the Company and its subsidiaries or affiliates as the Executive Chairman or, if none, the Board may reasonably request from time to time. During the Employment Period, Executive will devote substantially all of Executive’s business time, energy and efforts to Executive’s obligations hereunder and to the affairs of the Company; provided that the foregoing shall not prevent Executive from (i) serving on the boards of directors of non-profit organizations and, with the prior written approval of the Board, other for-profit companies, (ii) participating in charitable, civic, educational, professional, community or industry affairs, and (iii) managing Executive’s passive personal investments, so long as such activities in the aggregate do not interfere or conflict with Executive’s duties hereunder or create a potential business or fiduciary conflict.

(d) Executive will be employed by Tenet Employment, Inc. for all purposes under this Agreement.

3. Compensation and Benefits.

(a) Base Salary. As of the Effective Date, Executive shall receive an annual base salary equal to $1,200,000 per annum, payable by the Company in regular installments in accordance with the Company’s general payroll practices, less taxes and other applicable withholdings (as may be increased from time to time, the “Base Salary”).

(b) Annual Bonus. For each calendar year commencing during the Employment Period, Executive shall be eligible to receive an annual incentive payment (the “Annual Bonus”) based on a target bonus opportunity of no less than 125% of Executive’s Base Salary (the “Target Annual Bonus”), with the actual Annual Bonus amount calculated based upon the attainment of one or more performance-based objectives established by the Board or the Human Resources Committee of the Board (the “Committee”) in its sole discretion. The Annual Bonus shall be subject to the terms and conditions of the annual bonus plan adopted by the Board or the Committee, under which bonuses are generally payable to senior executives of the Company. The Annual Bonus shall be paid to Executive at the same time as annual bonuses are generally payable to other senior executives of the Company, subject to Executive’s continuous employment through the applicable payment date, except as otherwise set forth in this Agreement. Notwithstanding anything herein to the contrary, the Board or Committee may grant Executive discretionary bonuses from time to time in its sole and absolute discretion.

(c) Equity and Other Long-Term Incentive Awards.

(i) Executive shall be eligible to receive equity and other long-term incentive awards under any applicable plan adopted by the Company during the Employment Period for which employees are generally eligible. The actual level of Executive’s participation in any such plan shall be consistent with Executive’s
position as Chief Executive Officer of the Company, and the terms and conditions of any award granted under such plan shall be determined in the sole discretion of the Board or Committee from time to time. Grants of such equity and other long-term incentive awards shall be made annually (commencing with the Company’s 2022 fiscal year) at the same time grants of equity and other long-term incentive awards are made to other similarly-situated executives. Subject to Executive’s continued employment with the Company, the granted equity and other long-term incentive awards shall vest on the same basis as equity and other long-term incentive awards granted to similarly-situated executives vest, unless vesting is otherwise accelerated in accordance with Section 4 below.

(ii) All equity and other long-term incentive awards granted to Executive prior to the Effective Date (together with any future equity or other long-term incentive awards, the “Long-Term Incentive Awards”) shall remain in full force and effect in accordance with the documents evidencing such awards (including, without limitation, the Prior Agreement).

(d) Employee Benefits. In addition, during the Employment Period, Executive shall be entitled to participate in the Company’s benefits generally available to executive-level employees, including, for the avoidance of doubt, the Company’s then-active health and welfare plans, deferred compensation plans, 401(k) retirement savings plan and the Company’s Executive Retirement Account (which shall include an annual Company contribution of no less than $250,000), subject, in each case, to the eligibility and participation requirements thereof; provided, however, that Executive shall not participate in any severance plan or policy maintained by the Company for the benefit of senior executives.

(e) Expenses. During the Employment Period, the Company shall reimburse Executive for all reasonable out-of-pocket expenses incurred by him in the course of performing his duties and responsibilities under this Agreement which are consistent with the Company’s policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Company’s requirements with respect to reporting and documentation of such expenses. In addition, Executive shall be entitled to use of the Company’s airplane for business and personal use (personal use not to exceed fifty (50) hours per calendar year) without reimbursement to the Company in accordance with the Company’s policies as in effect from time to time and consistent with past practice.

(f) Legal Fees. Upon presentation of appropriate documentation, the Company shall pay Executive’s reasonable counsel fees incurred in connection with the negotiation and documentation of this Agreement, up to a maximum of $10,000, which shall be paid within sixty (60) days following the Effective Date.
4. Termination.

(a) The Employment Period shall terminate upon the first to occur of the following:

(i) the end of the Term following notice by either party of an election not to renew the Term in accordance with Section 1 hereof;

(ii) upon advance written notice of Executive’s voluntary resignation with Good Reason;

(iii) immediately upon Executive’s death or Disability;

(iv) immediately upon a termination by the Company for Cause; or

(v) immediately upon written notice by the Company without Cause or upon one hundred eighty (180) days’ advance written notice by Executive without Good Reason (the date of such terminations set forth in (i) through (v) herein, the “Termination Date”).

Effective automatically as of any such Termination Date and without any further action taken by Executive, Executive will be deemed to effectively resign from all positions, offices and directorships with the Company and any affiliate and subsidiary of the Company, as well as from any positions, offices and directorships on the Company’s and its affiliates and subsidiaries’ foundations, benefit plans and programs.

(b) Death; Disability. Executive’s employment and the Employment Period shall terminate automatically upon Executive’s death. The Company may terminate Executive’s employment and the Employment Period immediately upon the occurrence of a Disability, such termination to be effective upon Executive’s receipt of written notice of such termination. Upon Executive’s death, or in the event that Executive’s employment and Employment Period ends on account of Executive’s Disability, Executive or Executive’s estate, as applicable, shall be entitled to the following:

(i) any accrued but unpaid Base Salary through the Termination Date payable no later than ten (10) days following the Termination Date;

(ii) reimbursement for any unreimbursed business expenses incurred through the Termination Date in accordance with Section 3(e) of this Agreement, payable in accordance with applicable Company plan or policy;

(iii) all other payments, benefits or fringe benefits to which Executive shall be entitled under the terms of any applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant payable in accordance with the applicable plan, policy or award agreement (the payments described in (i), (ii), and (iii) hereof, collectively, the “Accrued Benefits”);

(iv) any Annual Bonus for the preceding fiscal year which, as of the Termination Date, has not been paid, and which would have been paid but for Executive’s termination of employment, such Annual Bonus to be paid at the same time as annual bonuses for such fiscal year are generally payable to other senior executives of the Company (the “Prior Year Bonus”);
(v) a pro-rata portion of the Annual Bonus Executive would have earned for the performance year in which the Termination Date occurs based on actual performance, with such pro-rata portion determined based on the quotient determined by dividing the number of days between the beginning of the performance period in which such termination occurs and the Termination Date, divided by 365 (the “Pro-Rata Annual Bonus”), which amount shall be paid at such time annual bonuses are paid to other senior executives of the Company; and

(vi) effective as of the Termination Date, immediate vesting in full of the outstanding and then-unvested portion of Long-Term Incentive Awards held by Executive, which will be settled within thirty (30) days following Executive’s Termination Date.

Following any such termination of Executive’s employment, except as set forth in this Section 4(b), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(c) Termination by the Company for Cause; Resignation by Executive without Good Reason; Executive’s election not to renew the Term. The Company may terminate Executive’s employment at any time for Cause and Executive may terminate his employment at any time without Good Reason upon one hundred eighty (180) days’ advance written notice to the Company and upon Executive’s election not to renew the Term in accordance with Section 1 hereof. If Executive’s employment is terminated by the Company for Cause, if Executive resigns without Good Reason or if Executive elects not to renew the Term, Executive shall be entitled to only the Accrued Benefits.

(d) Termination by the Company without Cause; Resignation by Executive with Good Reason (Other than During Protection Period). The Company may terminate Executive’s employment at any time without Cause, effective upon delivery to Executive of written notice in accordance with Section 4(a)(v), and Executive may voluntarily resign employment with the Company with Good Reason (as defined below). In the event that Executive’s employment is terminated by the Company without Cause (other than due to death or Disability), or Executive voluntarily resigns with Good Reason, in either case other than during the Protection Period (as defined below), subject to Section 4(g) below (other than with respect to Section 4(d)(i)), Executive shall be entitled to:

(i) the Accrued Benefits;

(ii) an amount in cash equal to two and one-half (2.5) times the sum of (x) Executive’s Base Salary plus (y) Executive’s Target Annual Bonus, which will be paid to Executive in substantially equal installments in accordance with the Company’s payroll practices as of the Termination Date over the two and one-half (2.5) year period following the Termination Date; provided that to the extent any such payments constitute “nonqualified deferred compensation” for the purposes of Code Section 409A (as defined in Section 17 hereof), any such payment scheduled to occur prior to the first regularly scheduled payroll period following the Release Effective Date shall not be paid until the first regularly scheduled payroll period following the Release Effective Date and shall include payment of any amount that was otherwise scheduled to be paid prior thereto;
(iii) payment of any Prior Year Bonus and the Pro-Rata Annual Bonus;

(iv) effective as of the Termination Date, immediate vesting in full of the outstanding and then-unvested portion of Long-Term Incentive Awards held by Executive, which will be settled within thirty (30) days following Executive’s Termination Date; and

(v) subject to Executive’s timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), continued coverage under the Company’s health and welfare plans during the two and one-half (2.5)-year period following the Termination Date in which Executive was participating immediately prior to the Termination Date; provided, that the continued participation is possible under the general terms and provisions of such benefit programs. If such continued participation is barred, then the Company will arrange to provide Executive and his eligible dependents with substantially similar coverage to that which such persons would have otherwise been entitled to receive under such benefit programs from which such continued participation is barred. In either case, however, Executive will be required to continue to pay, on a pre-tax or after-tax basis, as applicable, his portion of the cost of such coverages as in effect on the Termination Date, and the Company will continue to pay its portion of such costs, as in effect at the time of the Termination Date.

(c) Termination by the Company without Cause; Resignation by Executive with Good Reason During the Protection Period. In the event that Executive’s employment is terminated by the Company without Cause (other than due to death or Disability), or Executive voluntarily resigns with Good Reason, in either case during the period beginning on the date that is six (6) months before the occurrence of a Change of Control and ending twenty-four (24) months after the occurrence of a Change of Control (such period, the “Protection Period”), subject to Section 4(g) below (other than with respect to Section 4(e)(i)), Executive shall be entitled to:

(i) the Accrued Benefits;

(ii) an amount in cash equal to three (3) times the sum of (x) Executive’s Base Salary and (y) Executive’s Target Annual Bonus (the “CoC Severance”), which will be paid to Executive in a single lump-sum on the first regularly schedule payroll period following the Release Effective Date;

(iii) payment of any Prior Year Bonus and the Pro-Rata Annual Bonus;

(iv) effective as of the Termination Date, immediate vesting in full of the outstanding and then-unvested portion of Long-Term Incentive Awards held by Executive, which will be settled within thirty (30) days following Executive’s Termination Date; and
subject to Executive’s timely election of continuation coverage under COBRA, continued coverage under the Company’s health and
welfare plans during the three (3)-year period following the Termination Date in which Executive was participating immediately prior to the Termination Date; provided, that the continued participation is possible under the general terms and provisions of such benefit programs. If such continued participation is barred, then the Company will arrange to provide Executive and his eligible dependents with substantially similar coverage to that which such persons would have otherwise been entitled to receive under such benefit programs from which such continued participation is barred. In either case, however, Executive will be required to continue to pay, on a pre-tax or after-tax basis, as applicable, his portion of the cost of such coverages as in effect on the Termination Date, and the Company will continue to pay its portion of such costs, as in effect at the time of the Termination Date.

(f) Termination upon the Conclusion of the Term.

(i) Executive’s employment will terminate automatically upon the Company’s election not to renew the Term in accordance with Section 1 hereof. Upon Executive’s termination of employment upon the Company’s election not to renew the Term, Executive shall be deemed to have incurred a termination by the Company without Cause and shall be entitled to the payments and benefits set forth in Section 4(d) or Section 4(e), as applicable.

(ii) Executive may terminate his employment upon Executive’s election not to renew the Term in accordance with Section 1 hereof. If Executive elects not to renew the Term, (i) Executive shall be entitled to the Accrued Benefits, and (ii) subject to Section 4(g) below and Executive’s continued compliance with Section 7 hereof as if Executive had remained employed by the Company during the Extension Term (as defined below), any Long-Term Incentive Awards granted to Executive during the Term (as defined below), any Long-Term Incentive Awards granted to Executive during the Term will continue to vest during the two and a half (2.5) year period following Executive’s termination of employment at the conclusion of the Term (the “Extension Period”) as if Executive had remained employed by the Company during such Extension Period; provided, however, the vesting schedule for each award that would not otherwise fully vest by the end of the Extension Period shall be modified as of the Termination Date to provide that all remaining unvested equity shall vest pro-rata during the Extension Period with such pro-rata portion determined for each outstanding equity-based award by multiplying the unvested portion of such award as of the conclusion of the Extension Period by a fraction, the numerator of which is the number of days between (i) the vesting date that immediately precedes the conclusion of the Extension Period, and (ii) the conclusion of the Extension Period and the denominator of which is the total number of days between the immediately preceding vesting date and the final vesting date associated with such award.
(iii) Following the termination of Executive’s employment by the Company without Cause or by Executive with Good Reason or upon the conclusion of the Term, except as set forth in Section 4(d), Section 4(e) or Section 4(f) hereof, Executive shall have no further rights to any compensation or any other benefits under this Agreement. Payments and benefits provided in Section 4(d), Section 4(e) or Section 4(f) shall be in lieu of any termination or severance payments or benefits for which Executive may be eligible under any of the plans, policies or programs of the Company or under the Worker Adjustment Retraining Notification Act of 1988 or any similar state statute or regulation.

(g) Release of Claims, Continued Compliance. Notwithstanding any provision herein to the contrary, the payment of any amount or provision of any benefit (other than the Accrued Benefits) pursuant to Section 4(d), Section 4(e) or Section 4(f) (collectively with respect to either Section 4(d), Section 4(e) or Section 4(f), as applicable, the “Severance Benefits”) shall be conditioned upon Executive’s execution, delivery to the Company, and non-revocation of the release of claims in a form provided by the Company (and the expiration of any revocation period contained in such release of claims) within sixty (60) days following the Termination Date (the date on which the release becomes effective and no longer subject to revocation, the “Release Effective Date”). Any delay in the payment of the Severance Benefits shall not extend the period of time that the Severance Benefits are payable. If Executive fails to execute the release of claims in such a timely manner so as to permit any revocation period to expire prior to the end of such sixty (60)-day period, or timely revokes Executive’s such release following its execution, Executive shall not be entitled to any of the Severance Benefits.

5. Code Section 280G. To the extent that any amount payable to Executive hereunder, when combined with any other payment or benefit (collectively, the “Payments”, which shall include, without limitation, the vesting of any equity awards or other non-cash benefit or property) that could be considered a “parachute payment,” as such term is defined under Section 280G of the Internal Revenue Code of 1986, as amended (the “Code”), exceed the limitations of Section 280G of the Code such that an excise tax will be imposed under Section 4999 of the Code, the Payments shall be either (a) reduced (but not below zero) so that the present value of such total Payments received by Executive will be one dollar ($1.00) less than three times Executive’s “base amount” (as defined in Section 280G(b)(3) of the Code) and so that no portion of such Payments received by Executive shall be subject to the excise tax imposed by Section 4999 of the Code, such parachute payments shall be reduced in the following order: (a) any Prior Year Bonus, (b) any portion of the CoC Severance Payment that is not “nonqualified deferred compensation” for purposes of Code Section 409A (c) any other cash amounts payable to Executive (including the Restricted Cash) that is not “nonqualified deferred compensation” for purposes of Code Section 409A, (d) any benefits continuation valued as parachute payments, (e) any accelerated vesting of any equity awards and (f) any portion of the CoC Severance Payment and any other cash amounts that are “nonqualified deferred compensation” for purposes of Code Section 409A, or (b) paid in full, whichever of (a) or (b) produces the better net after tax position to Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). For purposes of making the calculations and determinations required by this Section 5, the Company may engage an independent accounting firm or independent counsel to make such determinations, which shall be conclusive and binding on the Company and Executive, and such independent accounting firm or independent counsel may rely on reasonable, good faith assumptions and approximations concerning the applicable of Section 280G and Section 4999 of the Code.

(a) “Cause” shall mean a termination of Executive’s employment by the Company due to any of the following: (i) embezzlement, theft or other willful and material misappropriation by Executive of any Company property; (ii) Executive’s willful and material breach of any fiduciary duty to the Company or any of its subsidiaries; (iii) Executive’s willful and material failure or refusal to comply with laws or regulations applicable to Company and its business, or the policies of the Company governing the conduct of its employees that causes material harm to the Company; (iv) commission by Executive of a felony or of any crime involving moral turpitude, fraud, or misrepresentation; (v) the willful and material failure or refusal of Executive to perform his reasonably assigned job duties in accordance with Company policy; or (vi) any gross negligence or willful misconduct of Executive resulting in a material loss to the Company, or material damage to the reputation of the Company.

(b) “Change of Control” shall have the meaning ascribed to such term in the Company’s Fifth Amended and Restated Executive Severance Plan, as amended and restated effective February 1, 2021, and any successor thereto.

(c) “Disability” shall be defined as the inability of Executive to have performed Executive’s material duties hereunder due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any 365-day period as determined by the Board in its reasonable discretion.

(d) “Good Reason” shall mean a termination of Executive’s employment by Executive within thirty (30) days of the Company’s failure to cure, in accordance with the procedures set forth below, any of the following events: (i) a reduction of ten percent (10%) or more in Executive’s Base Salary or annual incentive opportunity set forth in Section 3 hereof; (ii) a material reduction in Executive’s duties and responsibilities as of the Effective Date; (iii) the assignment to Executive of duties that are materially inconsistent with his duties as Chief Executive Officer of the Company; (iv) relocation of Executive’s principal office to a location that is more than fifty (50) miles from Executive’s principal office at the time of such relocation; or (v) a material breach of any material provision of this Agreement by the Company. A termination hereunder shall not be treated as a termination for Good Reason (x) if Executive shall have consented in writing to the occurrence of the event giving rise to the claim of termination for Good Reason, or (y) unless Executive shall have delivered a written notice to the Board within three (3) months of his having actual knowledge of the occurrence of one of such events stating that he intends to terminate his employment for Good Reason and specifying the factual basis for such termination. The Company shall have a period of thirty (30) days from the date of notice to cure (if such occurrence is capable of cure). The effective date for Executive’s resignation for Good Reason (in the absence of cure) will be the earlier of the date of expiration of the Company’s cure period and the date that the Company advises Executive in writing that it
does not intend to cure. For the purposes of delivery of notice under subsections (ii) and (iii) a material reduction or change in Executive’s duties that occurs incrementally over a period of time (not to exceed twelve (12) months) shall be deemed to have occurred when such reduction or change, in the aggregate, becomes material.

7. Restrictive Covenants

(a) Confidentiality. During the course of Executive’s employment with the Company, Executive will have access to Confidential Information. For purposes of this Agreement, “Confidential Information” means all data, information, ideas, concepts, discoveries, trade secrets, inventions (whether or not patentable or reduced to practice), innovations, improvements, know-how, developments, techniques, methods, processes, treatments, drawings, sketches, specifications, designs, plans, patterns, models, plans and strategies, and all other confidential or proprietary information or trade secrets in any form or medium (whether merely remembered or embodied in a tangible or intangible form or medium) whether now or hereafter existing, relating to or arising from the past, current or potential business, activities and/or operations of the Company or any of its affiliates, including, without limitation, any such information relating to or concerning finances, sales, marketing, advertising, transition, promotions, pricing, personnel, customers, suppliers, vendors, raw partners and/or competitors. Executive agrees that Executive shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of Executive’s assigned duties and for the benefit of the Company, either during the period of Executive’s employment or at any time thereafter, any Confidential Information or other confidential or proprietary information received from third parties subject to a duty on the Company’s and its subsidiaries’ and affiliates’ part to maintain the confidentiality of such information, and to use such information only for certain limited purposes, in each case, which shall have been obtained by Executive during Executive’s employment by the Company (or any predecessor). The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to Executive; (ii) becomes generally known to the public subsequent to disclosure to Executive through no wrongful act of Executive or any representative of Executive; or (iii) Executive is required to disclose by applicable law, regulation or legal process (provided that Executive provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information). Nothing contained in this Agreement shall be construed to prohibit Executive from reporting possible violations of federal or state law or regulation to any governmental agency or regulatory body or making other disclosures that are protected under any whistleblower provisions of federal or state law or regulation, or from filing a charge with or participating in any investigation or proceeding conducted by any governmental agency or regulatory body.

(b) Noncompetition; Nonsolicitation.

(i) During the Employment Period and for a period of one (1) year following the Termination Date, Executive will not, directly or indirectly, own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or
render services to HCA Healthcare, Inc., Community Health Systems, Inc., Universal Health Services, Inc., Surgery Partners, Inc., or any of their respective affiliates or successors in interest (the “Restricted Entities”). Notwithstanding the foregoing, (i) nothing herein shall prohibit Executive from being a passive owner of not more than one percent (1%) of the equity securities of Restricted Entities, so long as Executive has no active participation in the business of such corporation and (ii) in the event a Restricted Entity becomes an affiliate of Company, this provision shall no longer apply with respect to such Restricted Entity.

(ii) During the Employment Period and for a period of two (2) years following the Termination Date, Executive agrees that Executive shall not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, solicit, aid or induce any employee of the Company or any of its subsidiaries or affiliates to leave such employment or retention or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying or soliciting any such employee. An employee shall be deemed covered by this Section (ii) while so employed or retained and for a period of six (6) months thereafter; provided, however, that the Company will, in good faith, consider exempting any employee who was terminated by the Company or any of its subsidiaries or affiliates.

(c) Nondisparagement. Executive agrees not to make negative comments or otherwise disparage the Company or its officers, directors, employees, shareholders, agents or products other than in the good faith performance of Executive’s duties to the Company while Executive is employed by the Company, it being understood and agreed that disparagement does not include compliance with legal process or subpoenas to the extent only truthful statements are rendered in such compliance attempt, statements in response to any inquiry from a court or regulatory body, or statements or comments in rebuttal of media stories or alleged media stories. Further, nothing in this Agreement (i) is intended to or purports to infringe on Executive’s right to disclose information about unlawful acts in the workplace, including, but not limited to, sexual harassment, or (ii) prohibits Executive from speaking with law enforcement, the Equal Employment Opportunity Commission, any state or local division of human rights or fair employment agency or Executive’s attorney. The Company will instruct its board members and senior executives not to make any negative comments or otherwise defame or disparage Executive to any third parties, except as required by law, it being understood and agreed that disparagement does not include compliance with legal process or subpoenas to the extent only truthful statements are rendered in such compliance attempt, statements in response to any inquiry from a court or regulatory body, or statements or comments in rebuttal of media stories or alleged media stories.

(d) Trade Secrets. 18 U.S.C. § 1833(b) provides: “An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that — (i) is made — (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (B) solely for
the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.” Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(e) Reasonableness of Restrictive Covenants. In signing this Agreement, Executive gives the Company assurance that Executive has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 7 hereof. Executive agrees that these restraints are necessary for the reasonable and proper protection of the Company and its affiliates and their Confidential Information and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent Executive from obtaining other suitable employment during the period in which Executive is bound by the restraints. Executive acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and its affiliates and that Executive has sufficient assets and skills to provide a livelihood while such covenants remain in force. Executive further covenants that Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 7, and that Executive will reimburse the Company and its affiliates for all costs (including reasonable attorneys’ fees) incurred in connection with any action to enforce any of the provisions of this Section 7 if Executive challenges the reasonableness or enforceability of any of the provisions of this Section 7. It is also agreed that each of the Company’s affiliates will have the right to enforce all of Executive’s obligations to that affiliate under this Agreement, including without limitation pursuant to this Section 7.

(f) Reformation. If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 7 is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

(g) Tolling. In the event of any violation of the provisions of this Section 7, Executive acknowledges and agrees that the post-termination restrictions contained in this Section 7(b) shall be extended by a period of time equal to the period of such violation, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

8. Notices. Any notices provided for in this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, and addressed to Executive at his last known address on the books of the Company or, in the case of the Company, to it at its principal place of business, attention of the Board (with a copy to the General Counsel of the Company), or to such other address as either party may specify by notice to the other actually received.
9. **Complete Agreement.** This Agreement embodies the complete agreement and understanding among Executive and the Company and its subsidiaries with respect to the subject matter hereof and shall supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way other than the agreements referenced herein or any agreement which by its terms continues beyond Executive’s termination of employment.

10. **Indemnification.** The Company shall cover Executive acting in his capacity as an officer or director of the Company or any of its affiliates or subsidiaries, under the directors’ and officers’ liability insurance policies maintained by the Company for the benefit of similarly situated current and former directors and officers.

11. **No Assignment.** This Agreement is personal to each of the parties hereto, and no party may assign or delegate any right or obligation hereunder without first obtaining the written consent of the other party hereto.

12. **Counterparts; Delivery by Facsimile or PDF.** This Agreement may be executed in separate counterparts (including by facsimile or PDF signature pages), each of which is deemed to be an original and all of which taken together constitute one and the same agreement. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or PDF, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

13. **Withholding Taxes.** The Company may withhold from any and all amounts payable to Executive hereunder such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

14. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the laws of the state of Texas without giving effect to provisions thereof regarding conflict of laws.

15. **Waiver of Jury Trial.** THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE PARTIES HERETO ALSO WAIVE ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF THE OTHER PARTY. THE PARTIES HERETO ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. THE COMPANY AND EXECUTIVE FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH THEIR RESPECTIVE LEGAL COUNSEL, AND
THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES THEIR RESPECTIVE JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTION CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

16. Amendment and Waiver. Any provision of this Agreement may be amended or waived only with the prior written consent of the Company and Executive, and no course of conduct or course of dealing or failure or delay by any party hereto in enforcing or exercising any of the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

17. Section 409A.

(a) The intent of the parties is that payments and benefits under this Agreement comply with Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively, “Code Section 409A”) and, accordingly, to the maximum extent permitted, this Agreement will be interpreted to be in compliance therewith. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification will be made in good faith and will, to the maximum extent reasonably possible, maintain the original intent and economic benefit to Executive and the Company of the applicable provision without violating the provisions of Code Section 409A. To the extent that reimbursements or other in-kind benefits under this Agreement constitute “nonqualified deferred compensation” for purposes of Code Section 409A, (a) all expenses or other reimbursements hereunder will be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by Executive, (b) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchanges for another benefit, and (c) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any table year will in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service.” Notwithstanding anything to the contrary in this Agreement, if Executive is deemed on the date of termination to be a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a “separation from service,” such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured
from the date of such “separation from service” of Executive, and (B) the date of Executive’s death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 17(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) For purposes of Code Section 409A, Executive’s right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(d) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes “nonqualified deferred compensation” for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

18. Survival. The provisions contained in Sections 5, 7 through 11, 13, 14, 15 and 17 hereof shall survive the termination or expiration of the Term and Executive’s employment with the Company and shall be fully enforceable thereafter.

*   *   *

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IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date written below.

TENET HEALTHCARE CORPORATION

By: /s/ Ronald A. Rittenmeyer
   Name: Ronald A. Rittenmeyer
   Title: Executive Chairman

Date: August 31, 2021

Accepted and Agreed:

/s/ Saumya Sutaria
Name: Saumya Sutaria
Date: August 31, 2021

[Signature Page to S. Sutaria Amended and Restated Employment Agreement]