

Fill in this information to identify the case:

Debtor 1 Curae Health, Inc.

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 18-05665

Official Form 410

**Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>ServisFirst Bank</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>  <u>ServisFirst Bank c/o Neal &amp; Harwell, PLC</u> Name <u>1201 Demonbreun Street, Suite 1000</u> Number Street <u>Nashville</u> <u>TN</u> <u>37203</u> City State ZIP Code  Contact phone <u>615-244-1713</u> Contact email <u>dthompson@nealharwell.com</u>  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b>  <u>ServisFirst Bank Attn: William H. Berrell</u> Name <u>1801 West End Avenue, Suite 850</u> Number Street <u>Nashville</u> <u>TN</u> <u>37203</u> City State ZIP Code  Contact phone <u>615-921-3523</u> Contact email <u>bberrell@servisfirstbank.com</u>	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>32618</u>
7. How much is the claim?	\$ <u>18,773,834.20</u> . Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>money loaned</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property.  <b>Nature of property:</b> <input checked="" type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>all assets and personal property</u>  <b>Basis for perfection:</b> <u>see attached Exhibit A</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ <u>18,773,834.20</u> or more <b>Amount of the claim that is secured:</b> \$ <u>18,773,834.20</u> or more <b>Amount of the claim that is unsecured:</b> \$ <u>0.00</u> (The sum of the secured and unsecured amounts should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) <u>6.00</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Identify the property: <u>See attached Exhibit A</u>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
- ☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11 / 14 / 2018  
MM / DD / YYYY

  
Signature

Print the name of the person who is completing and signing this claim:

Name William H. Berrell  
First name Middle name Last name

Title Senior Vice President & Director, Healthcare Banking

Company ServisFirst Bank  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1801 West End Avenue, Suite 850  
Number Street

Nashville TN 37203  
City State ZIP Code

Contact phone 615-921-3523 Email bberrell@servisfirstbank.com

## **Exhibit A to Proof of Claim**

### **Term Loan and Guaranty Obligations**

Curae Health, Inc., Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc., Clarksdale Regional Medical Center, Inc., Amory Regional Physicians, LLC, Batesville Regional Physicians, LLC and Clarksdale Regional Physicians, LLC are indebted to ServisFirst Bank in connection with a term loan credit facility extended to Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc. and Clarksdale Regional Medical Center, Inc. as “co-Borrowers.” Curae Health, Inc., Amory Regional Physicians, LLC, Batesville Regional Physicians, LLC and Clarksdale Regional Physicians, LLC are guarantors of the co-Borrowers’ obligations to ServisFirst Bank.

As of the bankruptcy petition filing date, the following amounts were owed to ServisFirst Bank:

(i)	Principal:	\$18,692,200.00
(ii)	Interest:	\$77,884.17
(iii)	Attorneys’ Fees:	\$3,750.00
	<b>TOTAL:</b>	<b>\$18,773,834.20</b>

In addition to the foregoing amounts, pursuant to the terms of the Loan Agreement and the Term Note, interest continues to accrue together with all other fees and expenses incurred by ServisFirst Bank in connection with the Debtors’ bankruptcy case including, but not limited to, attorneys’ fees.

The co-Borrowers’ obligation to repay the term loan is evidenced by that certain First Amendment to Term Note and Second Amendment to Loan Agreement dated December 13, 2017 made by the co-Borrowers and Curae Health, Inc. as guarantor (the “Term Note Amendment”) in the principal amount of \$18,783,000.00. Said Term Note Amendment being an amendment to (i) that certain Term Note dated May 1, 2017 in the original principal amount of \$14,000,000.00 made by Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc. to the order of ServisFirst Bank, (ii) that certain Revolving Credit Note dated May 1, 2017 in the face principal amount of \$5,000,000.00 made by Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc. to the order of ServisFirst Bank, and (iii) that certain Loan Agreement dated May 1, 2017 entered into by Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc. as Borrowers and Curae Health, Inc. as guarantor, as said Loan Agreement was amended by that certain First Amendment to Revolving Credit Note and Loan Agreement dated September 22, 2017.

Curae Health, Inc. entered into that certain Guaranty dated May 1, 2017 to and for the benefit of ServisFirst Bank. Amory Regional Physicians, LLC, Batesville Regional Physicians, LLC and Clarksdale Regional Physicians, LLC entered into that certain Guaranty dated May 6, 2018 to and for the benefit of ServisFirst Bank.

### **Liens, Security Interests and Perfection.**

Amory Regional Medical Center, Inc.



The liens and security interests granted by Amory Regional Medical Center, Inc. to and for the benefit of ServisFirst Bank are evidenced by that certain Mississippi Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated May 1, 2017, as amended by that First Amendment to Mississippi Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated September 22, 2017, as amended by that certain Second Amendment to Mississippi Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated December 13, 2017. A UCC Financing Statement has been filed with the Tennessee Secretary of State as Document No. 426792998.

Batesville Regional Medical Center, Inc.

The liens and security interests granted by Batesville Regional Medical Center, Inc. to and for the benefit of ServisFirst Bank are evidenced by that certain Mississippi Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated May 1, 2017, as amended by that First Amendment to Mississippi Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated September 22, 2017, as amended by that certain Second Amendment to Mississippi Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated December 13, 2017. A UCC Financing Statement has been filed with the Tennessee Secretary of State as Document No. 426792975.

Clarksdale Regional Medical Center, Inc.

The liens and security interests granted by Clarksdale Regional Medical Center, Inc. to and for the benefit of ServisFirst Bank are evidenced by that certain Mississippi Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated December 13, 2017. A UCC Financing Statement has been filed with the Tennessee Secretary of State as Document No. 427975889.

Curae Health, Inc.

The liens and security interests granted by Curae Health, Inc. to and for the benefit of ServisFirst Bank are evidenced by that certain Security Agreement dated May 1, 2017. UCC Financing Statements have been filed with the Tennessee Secretary of State as Document Nos. 422716024 and 426793008.

Amory Regional Physicians, LLC, Batesville Regional Physicians, LLC and Clarksdale Regional Physicians, LLC

The liens and security interests granted by Amory Regional Physicians, LLC, Batesville Regional Physicians, LLC and Clarksdale Regional Physicians, LLC to and for the benefit of ServisFirst Bank are evidenced by that certain Guarantor Security Agreement dated March 6, 2018. A UCC Financing Statement has been filed with the Tennessee Secretary of State for Amory Regional Physicians, LLC as Document No. 428358989. A UCC Financing Statement has been filed with the Tennessee Secretary of State for Batesville Regional Physicians, LLC as Document No. 428359139. A UCC Financing Statement has been filed with the Tennessee Secretary of State for Clarksdale Regional Physicians, LLC as Document No. 428359258.

Copies of the foregoing are attached hereto.

**Proof of Claim Item 11 – Setoff.** Bank accounts:

1. Account No.: ending – 1114 in the name of Clarksdale Regional Medical Center, Inc.
2. Account No.: ending – 1098 in the name of Batesville Regional Medical Center, Inc.
3. Account No.: ending – 1106 in the name of Amory Regional Medical Center, Inc.
4. Account No.: ending – 2729 in the name of Russellville Hospital, Inc.
5. Account No.: ending – 2760 in the name of Curae Health, Inc.
6. Account No.: ending – 2745 in the name of Curae Health, Inc.
7. Account No.: ending – 2737 in the name of Curae Health, Inc.

**FIRST AMENDMENT TO TERM NOTE  
AND SECOND AMENDMENT TO LOAN AGREEMENT**

THIS FIRST AMENDMENT TO TERM NOTE AND SECOND AMENDMENT TO LOAN AGREEMENT (this "**Amendment**"), dated as of December 13, 2017, is entered into by and among AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Amory**"), BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Batesville**"), CLARKSDALE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Clarksdale**," and collectively with Amory and Batesville, the "**Borrowers**"), CURAE HEALTH, INC., a Tennessee nonprofit corporation ("**Guarantor**"; the Borrowers and Guarantor are collectively referred to herein as the "**Loan Parties**"), and SERVISFIRST BANK, an Alabama state banking corporation ("**Lender**").

**RECITALS:**

A. Borrowers issued to the order of Lender that certain \$14,000,000.00 Term Note dated May 1, 2017 (the "**Term Note**"). The current outstanding principal balance of the Term Note is \$13,783,000.00.

B. Loan Parties and Lender entered into that certain Loan Agreement dated May 1, 2017 (the "**Loan Agreement**"), as amended by that First Amendment to Revolving Credit Note and Loan Agreement dated September 22, 2017. Capitalized terms not otherwise defined in this Amendment shall have such meaning as set forth in the Loan Agreement.

C. Loan Parties and Lender desire to amend the Term Note and Loan Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Loan Parties and Lender agree as follows:

1. The following is hereby added as a new header to the first page of the Term Note

THE PROVISIONS OF THIS NOTE ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE MIDCAP INTERCREDITOR AGREEMENT, AS DEFINED IN THE LOAN AGREEMENT, AND, IN THE EVENT OF ANY DISCREPANCY OR INCONSISTENCY BETWEEN THIS NOTE AND THE MIDCAP INTERCREDITOR AGREEMENT, THE TERMS OF THE MIDCAP INTERCREDITOR AGREEMENT SHALL CONTROL.

2. Clarksdale hereby joins both the Term Note and the Loan Agreement as a Borrower thereunder.

3. The principal amount of the Term Note as set forth within header and first paragraph thereof is hereby increased to \$18,783,000.00.

4. The third paragraph of the Term Note regarding repayment is hereby amended and restated as follows:



This Note shall be payable as follows: (a) commencing on December 31, 2017 and continuing on the last day of each consecutive month thereafter through and including March 31, 2020, the Borrowers shall pay to the Lender an amount equal to all accrued and unpaid interest; (b) commencing on December 31, 2017 and continuing on the last day of each consecutive month thereafter through and including April 30, 2018, the Borrowers shall pay to the Lender a principal reduction payment equal to \$11,100.00; (c) commencing on May 31, 2018 and continuing on the last day of each consecutive month thereafter through and including April 30, 2019, the Borrowers shall pay to the Lender a principal reduction payment equal to \$11,800.00; (d) commencing on May 31, 2019 and continuing on the last day of each consecutive month thereafter through and including March 31, 2020, the Borrowers shall pay to the Lender a principal reduction payment equal to \$12,500.00; and (e) this Note shall mature on April 30, 2020 (the "**Maturity Date**"), at which time the Borrowers shall pay to the Lender an amount equal to all outstanding principal, plus all accrued and unpaid interest.

5. Section 1.1(a) of the Loan Agreement is hereby amended to increase the Term Loan described therein by \$5,000,000.00 to a principal sum of up to \$18,783,000.00; provided, no additional Advances to be made and such increase reflects the conversion of the existing Revolving Credit Loans to Term Loans. The Loan Documents are amended generally to reflect said increase, including without limitation the Guaranty and the Guarantor Security Agreement and the definitions of "**Guaranteed Obligations**" and "**Indebtedness**" respectively contained therein.

6. Section 1.1(b) of the Loan Agreement and all references within the Loan Agreement and the other Loan Documents to the Revolving Credit Loan or the Revolving Credit Note are hereby deleted including Section 2.2 of the Loan Agreement, and the Revolving Credit Note is hereby cancelled and no Revolving Credit Loans or commitments in connection therewith remain outstanding.

7. Section 6.6 of the Loan Agreement is hereby amended to add the Debt evidenced by the MidCap Loan Agreement as permitted Debt thereunder.

8. Section 6.7 of the Loan Agreement is hereby amended to add the liens in favor of MidCap Financial Trust described within the MidCap Loan Agreement as permitted Liens thereunder.

9. The following clause (m) is hereby added as a new Event of Default to Section 7.1:

(m) MidCap Loan Agreement. Subject to any applicable notice and cure period, a default shall occur under the MidCap Loan Agreement if the effect of such default is to permit MidCap Financial Trust or its successors or assigns to cause such Debt to become or be declared due prior to its stated maturity, with any remedies available to Lender arising therefrom being specifically subject to the terms and provisions of the MidCap Intercreditor Agreement.

10. The following is hereby added as new Section 8.20 to the Loan Agreement:

8.20 MidCap Intercreditor Agreement. The provisions of this Agreement, along with all other Loan Documents, are subject in all respects to the provisions of the MidCap Intercreditor Agreement and, in the event of any discrepancy or inconsistency between this Agreement and the MidCap Intercreditor Agreement, the terms of the MidCap Intercreditor Agreement shall control.

11. The following are hereby added as new definitions within Section 9.1 of the Loan Agreement:

**"Clarksdale"** means Clarksdale Regional Medical Center, Inc., a Tennessee nonprofit corporation.

**"Clarksdale Hospital"** means that certain hospital facility located at 1970 Hospital Dr., Clarksdale, MS 38614.

**"Clarksdale Mortgage"** means that certain Mississippi Leasehold Mortgage of even date herewith executed by Clarksdale in favor of Lender, whereby Clarksdale grants Lender a first-priority perfected lien in the Clarksdale Hospital, as such may be amended and/or restated from time to time.

**"MidCap"** means MidCap Financial Trust, a Delaware statutory trust, along with successors and assigns.

**"MidCap Intercreditor Agreement"** means that certain Intercreditor and Lien Subordination Agreement of even date herewith by and among MidCap, Lender, and the Loan Parties, as such may be amended and/or restated from time to time.

**"MidCap Loan Agreement"** means that certain Credit and Security Agreement dated December 13, 2017 by and among MidCap and the Loan Parties.

12. The definition of **"Debt Subordination Agreement"** set forth within Section 9.1 of the Loan Agreement is hereby amended to collectively include that certain Debt Subordination Agreement dated December 13, 2017 by and among Lender, Clarksdale, and CHS/Community Health Systems, Inc.; and the definition of **"Subordinated Debt"** set forth within Section 9.1 of the Loan Agreement is hereby amended to include the Subordinated Debt defined within said Debt Subordination Agreement.

13. The definition of **"Loan Documents"** set forth within Section 9.1 of the Loan Agreement is hereby amended to include the MidCap Intercreditor Agreement.

14. The definition of **"Mortgages"** set forth within Section 9.1 of the Loan Agreement is hereby amended to include the Clarksdale Mortgage.

15. The Loan Documents are not amended in any other respect.

16. The Loan Parties reaffirm the terms and provisions of the Loan Documents and agree that such terms and provisions are valid and binding, enforceable in accordance with its terms and provisions, subject to bankruptcy laws, general principles of equity and other obligations generally applicable to creditors, subject to no defense, counterclaim, or objection.

[signatures commence on following page]

ENTERED INTO as of the date first written above.

**BORROWERS:**

AMORY REGIONAL MEDICAL  
CENTER, INC.

By: Steve Clapp  
Steve Clapp, President

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

By: Steve Clapp  
Steve Clapp, President

CLARKSDALE REGIONAL MEDICAL  
CENTER, INC.

By: Steve Clapp  
Steve Clapp, President

**GUARANTOR:**

CURAE HEALTH, INC.

By: Steve Clapp  
Steve Clapp, President

**LENDER:**

SERVISFIRST BANK

By: William H. Berrell  
William H. Berrell,  
Director, Healthcare Banking

[Signature Page to First Amendment to Term Note  
and Second Amendment to Loan Agreement]



## TERM NOTE

May 1, 2017

\$14,000,000.00

FOR VALUE RECEIVED, AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation, and BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (collectively the "**Borrowers**"), jointly and severally promise and agree to pay to the order of SERVISFIRST BANK, an Alabama state banking corporation (the "**Lender**"), at its offices in Nashville, Tennessee, or at such other place as may be designated in writing by the holder, in lawful money of the United States of America, the principal sum of Fourteen Million and No/100 Dollars (\$14,000,000.00), or so much thereof as may be advanced from time to time by the Lender, together with interest from the date hereof on the unpaid principal balance outstanding from time to time hereon computed at a fixed rate of interest equal to 6.0% per annum. The interest rate hereunder shall be calculated based on a year of 360 days for the actual number of days elapsed.

This Note is issued pursuant to and in connection with that certain Loan Agreement of even date herewith by and among Borrowers, Guarantor and Lender (as such may be amended and/or restated from time to time, the "**Loan Agreement**"). Capitalized terms not defined herein shall have such meaning as set forth in the Loan Agreement.

This Note shall be payable as follows: (a) commencing on May 31, 2017 and continuing on the last day of each consecutive month thereafter through and including March 31, 2020, the Borrowers shall pay to the Lender an amount equal to all accrued and unpaid interest; (b) commencing on May 31, 2017 and continuing on the last day of each consecutive month thereafter through and including April 30, 2018, the Borrowers shall pay to the Lender a principal reduction payment equal to \$31,000; (c) commencing on May 31, 2018 and continuing on the last day of each consecutive month thereafter through and including April 30, 2019, the Borrowers shall pay to the Lender a principal reduction payment equal to \$33,000; (d) commencing on May 31, 2019 and continuing on the last day of each consecutive month thereafter through and including March 31, 2020, the Borrowers shall pay to the Lender a principal reduction payment equal to \$35,000; and (e) this Note shall mature on April 30, 2020 (the "**Maturity Date**"), at which time the Borrowers shall pay to the Lender an amount equal to all outstanding principal, plus all accrued and unpaid interest.

Upon the occurrence of an Event of Default, then, at the option of the holder, the entire indebtedness hereby evidenced shall become due, payable and collectible then or thereafter, without notice, as the holder may elect regardless of the date of maturity. The holder may waive any default before or after the same has been declared and restore this Note to full force and effect without impairing any rights hereunder, such right of waiver being a continuing one.

Principal shall bear interest following any Event of Default at the Default Rate; provided that the Default Rate shall not accrue subsequent to a payment default, until the 30<sup>th</sup> day after the applicable due date of any missed payment; provided further that commencing on the 11<sup>th</sup> day after the applicable due date of any missed payment, a five percent (5%) late charge (the "**Late Charge**") shall accrue on the amount of such missed payment until paid in full. In case of suit, or if this obligation is placed in an attorney's hands for collection, or to protect the security for its payment, the undersigned will pay all costs of collection and litigation, including a reasonable attorney's fee.

All amounts received for payment shall, at the option of the Lender, be applied first to any unpaid expenses due Lender under this Note or under any other documents evidencing or securing the obligations or indebtedness of Borrowers to Lender, then to the unpaid Default Interest, then to all other accrued but

unpaid interest due under this Note, and finally, to the reduction of outstanding principal due under this Note.

This Note may only be prepaid in accordance with the terms of the Loan Agreement.

The makers, endorsers, guarantors and all parties to this Note and any who may become liable for same, jointly and severally waive presentment for payment, protest, notice of protest, notice of nonpayment of this Note, demand and all legal diligence in enforcing collection, and hereby expressly agree that the lawful owner or holder of this Note may defer or postpone collection of the whole or any part thereof, either principal and/or interest, or may extend or renew the whole or any part thereof, either principal and/or interest, or may accept additional collateral or security for the payment of this Note, or may release the whole or any part of any collateral security and/or liens given to secure the payment of this Note, or may release from liability on account of this Note any one or more of the makers, endorsers, guarantors and/or other parties thereto, all without notice to them or any of them; and such deferment, postponement, renewal, extension, acceptance of additional collateral or security and/or release shall not in any way affect or change the obligation of any such maker, endorser, guarantor or other party to this Note, or of any who may become liable for the payment thereof.

This Note is a secured promissory note.

This Note has been executed and delivered in, and shall be governed by and construed according to the laws of the State of Tennessee except to the extent pre-empted by applicable laws of the United States of America. If any provision of this Note should for any reason be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

TIME IS OF THE ESSENCE WITH REGARDS TO EACH AND EVERY PROVISION OF THIS NOTE.

In any action to enforce this Note, Borrowers hereby irrevocably and unconditionally waive any and all rights under the laws of any state to claim or recover any special, exemplary, punitive, consequential or other damages other than actual damages.

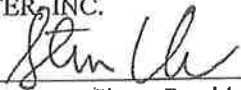
This Note may not be changed or terminated without the prior written approval of the Lender and the Borrowers. No waiver of any term or provision hereof shall be valid unless in writing signed by the holder.

[signatures commence on next page]


ENTERED INTO as of the date first above written.

**BORROWERS:**

AMORY REGIONAL MEDICAL  
CENTER, INC.

By:   
Steve Clapp, President

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

By:   
Steve Clapp, President

[Signature Page to Term Note]



## REVOLVING CREDIT NOTE

May 1, 2017

\$5,000,000.00

FOR VALUE RECEIVED, AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation, and BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (collectively the "**Borrowers**"), jointly and severally promise and agree to pay to the order of SERVISFIRST BANK, an Alabama state banking corporation (the "**Lender**"), at its offices in Nashville, Tennessee, or at such other place as may be designated in writing by the holder, in lawful money of the United States of America, the principal sum of up to Five Million and no/100 Dollars (\$5,000,000.00), or so much thereof as may be advanced from time to time by the Lender, together with interest from the date hereof on the unpaid principal balance outstanding from time to time hereon computed at a variable rate of interest equal to LIBOR plus 450 basis points per annum. The interest rate hereunder shall be calculated based on a year of 360 days for the actual number of days elapsed.

This Note is issued pursuant to and in connection with that certain Loan Agreement of even date herewith by and among Borrowers, the Guarantor, and Lender (as such may be amended and/or restated from time to time, the "**Loan Agreement**"). Capitalized terms not defined herein shall have such meaning as set forth in the Loan Agreement.

Provided no Default or Event of Default has occurred and is continuing under the Loan Agreement, and provided Borrowers have satisfied all terms and conditions thereunder, the Borrowers may obtain Advances hereunder on a revolving credit basis; provided that the outstanding principal balance hereunder may never exceed the maximum principal balance set forth above.

This Note shall be payable as follows: (a) commencing on May 31, 2017 and continuing on the last day of each consecutive month thereafter through and including March 31, 2020, the Borrowers shall pay to the Lender an amount equal to all accrued and unpaid interest; and (b) this Note shall mature on April 30, 2020 (the "**Maturity Date**"), at which time the Borrowers shall pay to the Lender an amount equal to all outstanding principal, plus all accrued and unpaid interest.

Upon the occurrence of an Event of Default, then, at the option of the holder, the entire indebtedness hereby evidenced shall become due, payable and collectible then or thereafter, without notice, as the holder may elect regardless of the date of maturity. The holder may waive any default before or after the same has been declared and restore this Note to full force and effect without impairing any rights hereunder, such right of waiver being a continuing one.

Principal shall bear interest following any Event of Default at the Default Rate; provided that the Default Rate shall not accrue subsequent to a payment default, until the 30<sup>th</sup> day after the applicable due date of any missed payment; provided further that commencing on the 11<sup>th</sup> day after the applicable due date of any missed payment, a five percent (5%) late charge (the "**Late Charge**") shall accrue on the amount of such missed payment until paid in full. In case of suit, or if this obligation is placed in an attorney's hands for collection, or to protect the security for its payment, the undersigned will pay all costs of collection and litigation, including a reasonable attorney's fee.

All amounts received for payment shall, at the option of the Lender, be applied first to any unpaid expenses due Lender under this Note or under any other documents evidencing or securing the obligations or indebtedness of Borrowers to Lender, then to the unpaid Default Interest, then to all other accrued but unpaid interest due under this Note, and finally, to the reduction of outstanding principal due under this Note.

This Note may only be prepaid in accordance with the terms of the Loan Agreement.

The makers, endorsers, guarantors and all parties to this Note and any who may become liable for same, jointly and severally waive presentment for payment, protest, notice of protest, notice of nonpayment of this Note, demand and all legal diligence in enforcing collection, and hereby expressly agree that the lawful owner or holder of this Note may defer or postpone collection of the whole or any part thereof, either principal and/or interest, or may extend or renew the whole or any part thereof, either principal and/or interest, or may accept additional collateral or security for the payment of this Note, or may release the whole or any part of any collateral security and/or liens given to secure the payment of this Note, or may release from liability on account of this Note any one or more of the makers, endorsers, guarantors and/or other parties thereto, all without notice to them or any of them; and such deferment, postponement, renewal, extension, acceptance of additional collateral or security and/or release shall not in any way affect or change the obligation of any such maker, endorser, guarantor or other party to this Note, or of any who may become liable for the payment thereof.

This Note is a secured promissory note.

This Note has been executed and delivered in, and shall be governed by and construed according to the laws of the State of Tennessee except to the extent pre-empted by applicable laws of the United States of America. If any provision of this Note should for any reason be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

TIME IS OF THE ESSENCE WITH REGARDS TO EACH AND EVERY PROVISION OF THIS NOTE.

In any action to enforce this Note, Borrowers hereby irrevocably and unconditionally waive any and all rights under the laws of any state to claim or recover any special, exemplary, punitive, consequential or other damages other than actual damages.

This Note may not be changed or terminated without the prior written approval of the Lender and the Borrowers. No waiver of any term or provision hereof shall be valid unless in writing signed by the holder.

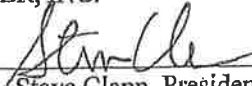
[signatures commence on next page]

ENTERED INTO as of the date first above written.

**BORROWERS:**

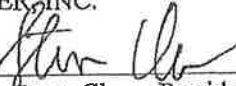
AMORY REGIONAL MEDICAL  
CENTER, INC.

By: \_\_\_\_\_

  
Steve Clapp, President

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

By: \_\_\_\_\_

  
Steve Clapp, President

[Signature Page to Revolving Credit Note]

**FIRST AMENDMENT TO  
REVOLVING CREDIT NOTE AND LOAN AGREEMENT**

THIS FIRST AMENDMENT TO THE REVOLVING CREDIT NOTE AND THE LOAN AGREEMENT (this "**Amendment**"), dated as of September 22, 2017, is entered into by and among AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Amory**"), BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Batesville**," and collectively with Amory, the "**Borrowers**"), CURAE HEALTH, INC., a Tennessee nonprofit corporation ("**Guarantor**"; the Borrowers and Guarantor are collectively referred to herein as the "**Loan Parties**"), and SERVISFIRST BANK, an Alabama state banking corporation ("**Lender**").

**RECITALS:**

A. Borrowers issued to the order of Lender that certain \$5,000,000.00 Revolving Credit Note dated May 1, 2017 (the "**Revolving Credit Note**").

B. Loan Parties and Lender entered into that certain Loan Agreement dated May 1, 2017 (the "**Loan Agreement**"). Capitalized terms not otherwise defined in this Amendment shall have such meaning as set forth in the Loan Agreement.

C. Loan Parties and Lender desire to amend the Revolving Credit Note and Loan Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Loan Parties and Lender agree as follows:

1. Section 1.1(b) of the Loan Agreement is hereby amended to temporarily increase the Revolving Credit Loan described therein by \$2,000,000.00 to a principal sum of up to \$7,000,000 until October 31, 2017, after which time the principal sum of the Revolving Credit Loan will be decreased back to its original amount of up to \$5,000,000 (referred to herein as the "**Temporary Increase**"). The Loan Documents are amended generally to reflect the Temporary Increase, including without limitation the header and first paragraph of the Revolving Credit Note and the definition Revolving Credit Note set forth within the Loan Agreement. On October 31, 2017, the Borrowers shall make such principal reduction payments as necessary to reduce the outstanding principal balance of the Revolving Credit Note to an amount not greater than \$5,000,000.

2. Guarantor hereby acknowledges that the Temporary Increase is included with the defined term "**Guaranteed Obligations**" set forth within Section 1 of the Guaranty.

3. The Loan Documents are not amended in any other respect.

4. The Loan Parties reaffirm the terms and provisions of the Loan Documents and agree that such terms and provisions are valid and binding, enforceable in accordance with its terms and provisions, subject to bankruptcy laws, general principles of equity and other obligations generally applicable to creditors, subject to no defense, counterclaim, or objection.

[signatures commence on following page]

ENTERED INTO as of the date first written above.

**BORROWERS:**

AMORY REGIONAL MEDICAL  
CENTER, INC.

By: Steve Clapp  
Steve Clapp, President

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

By: Steve Clapp  
Steve Clapp, President

**GUARANTOR:**

CURAE HEALTH, INC.

By: Steve Clapp  
Steve Clapp, President

**LENDER:**

SERVISFIRST BANK

By: William H. Berrell  
William H. Berrell,  
Director, Healthcare Banking

[Signature Page to First Amendment to  
Revolving Credit Note and Loan Agreement]

## LOAN AGREEMENT

THIS LOAN AGREEMENT (the "**Agreement**") is entered into as of May 1, 2017, by and among AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Amory**"), BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Batesville**," and collectively with Amory, the "**Borrowers**"), CURAE HEALTH, INC., a Tennessee nonprofit corporation ("**Guarantor**"; the Borrowers and Guarantor are collectively referred to herein as the "**Loan Parties**"), and SERVISFIRST BANK, an Alabama state banking corporation ("**Lender**").

### WITNESSETH:

WHEREAS, Borrowers have requested that Lender extend it a term loan and a revolving credit facility described in more detail herein; and

WHEREAS, Lender has agreed to extend such credit facilities to Borrowers conditioned upon Borrowers entering into this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I LOAN FACILITIES

1.1 Loan Facilities. Subject to the Conditions Precedent and the other terms and conditions contained in this Agreement and the other Loan Documents, and in reliance upon the representations, warranties and covenants in this Agreement and the other Loan Documents, Lender agrees to make the following Loans to Borrowers, on a joint and several basis:

(a) Term Loan. Lender agrees to make a single Advance to Borrowers on the Closing Date in the amount of \$14,000,000.00, as evidenced by the Term Note.

(b) Revolving Credit Loan. Lender agrees to make Advances to Borrowers on a revolving credit basis up to \$5,000,000.00 from time to time until the Maturity Date, as evidenced by and pursuant to the Revolving Credit Note; provided that the principal amount outstanding under the Revolving Credit Note shall not at any time exceed the Maximum Revolver Amount.

1.2 Payment Terms. Payment terms for the Loans shall be as set forth in the Notes. All amounts owed by Borrowers to Lender pursuant to this Agreement, the Notes or any Loan Document shall be due and payable in full on the applicable Maturity Date. Borrowers shall have the right, upon thirty (30) days prior written notice, to prepay the Loans in whole or in part without premium or penalty.

1.3 Interest. Interest shall accrue on all amounts advanced hereunder at the rate set forth in the Notes, except that interest shall accrue at the Default Rate following the occurrence of an Event of Default (regardless of whether notice thereof has been given to Borrowers).

1.4 Borrowing Procedures for the Loans.

(a) Term Loan. The Term Loan shall be advanced in full at closing.

(b) Revolving Credit Loan. Except to the extent that the funding of Advances is accomplished through an automated cash management system administered by Lender, Borrowers shall request Advances under the Revolving Credit Loan pursuant to an operating



account maintained with Lender. The following persons are authorized to request Advances: Steve Clapp and Tim Brown. Lender, upon approving the Advance, shall make the Advance by depositing the funds being advanced into Borrowers' operating accounts with Lender. Each request by Borrowers for an Advance shall constitute a representation and warranty by Borrowers, as of the date of the request and as of the date of the Advance, that Borrowers have complied with the Conditions Precedent set forth in Section 4.2 hereof.

1.5 Use of Proceeds.

(a) Term Loan. Proceeds of the Term Loan shall be used to acquire the Hospitals pursuant to the terms of the Purchase Agreement.

(b) Revolving Credit Loan. Proceeds of the Revolving Credit Loan shall be used to acquire the Hospitals pursuant to the terms of the Purchase Agreement and for working capital and other general corporate purposes.

(c) Acknowledgment of Liability. To the extent that Borrowers request that Lender fund any Advance to any party other than Borrowers, such Advance shall be deemed made to Borrowers, and Borrowers shall be fully liable for repayment thereof in accordance with the terms of the Loan Documents.

1.6 Payments to Lender's Office; Right of Offset. Each payment under the Notes shall be made to Lender at Lender's Office for the account of Lender in Dollars on the date such payment is due. Lender may, but shall not be obligated to, debit the amount of any such payment that is not made by such time to any ordinary deposit account of Borrowers with Lender. Lender shall promptly notify Borrowers of any such setoff, but its failure to give such notice shall not affect the validity thereof.

1.7 Usury. Lender and Borrowers intend to conform strictly to applicable usury laws as presently in effect. Accordingly, Borrowers and Lender agree that, notwithstanding anything to the contrary herein or in any agreement executed in connection with or as security for this Agreement, the sum of all consideration that constitutes interest under applicable law which is contracted for, charged, or received in connection herewith shall under no circumstance, including without limitation any circumstance in which the Obligations have been accelerated or prepaid, exceed the maximum lawful rate of interest permitted by applicable law. Any excess interest shall be credited to the outstanding Obligations or, if the Obligations shall have been paid in full, refunded to Borrowers, by the holder hereof.

ARTICLE II  
COLLATERAL AND GUARANTY

2.1 Collateral. The Obligations shall be secured by a first-priority, perfected security interest in all of the Loan Parties' presently existing and hereafter acquired real and personal property (including Accounts, Equipment and Gross Revenues), including all products and proceeds thereof, all as evidenced by, and described in more detail in, the Mortgages and the Guarantor Security Agreement; provided that Guarantor shall only grant a lien in its property specifically related to the Hospitals and specifically excluding any assets owned by NW Alabama Real Estate, LLC as of the date hereof.

2.2 Daily Sweep Agreement. Any and all payments of an Account received by any Borrower from a Governmental Authority, whether from a Third Party Payor Program or otherwise, shall be deposited into an account with Lender (the "**Governmental Receivables Accounts**"). Any funds held in such Governmental Receivables Accounts shall be swept each Business Day into a separate account with Lender (the "**Sweep Accounts**"). To the extent, but only to the extent, a lien is prohibited by any

applicable law, Lender hereby waives any lien or right of setoff it has in the Governmental Receivables Accounts. The Loan Parties shall have until September 30, 2017 to set up the Governmental Receivables Accounts and the Sweep Accounts and be subject to the provisions of this Section 2.2

2.3 Guaranty. Payment of the Indebtedness and the Obligations shall be guaranteed by the Guarantor.

### ARTICLE III REPRESENTATIONS AND WARRANTIES

To induce Lender to enter this Agreement and extend credit under this Agreement, Loan Parties covenant, represent, and warrant to Lender that as of the date hereof and as of the Closing Date:

3.1 Existence and Qualification. The Loan Parties are corporations, each legally existing and in good standing under the laws of the State of Tennessee. The Loan Parties are duly qualified as corporations in all jurisdictions in which a failure to be so qualified would have a Material Adverse Effect.

3.2 Power and Authorization. The Loan Parties are duly authorized and empowered to execute, deliver, and perform under all Loan Documents, in accordance with their respective charter and bylaws.

3.3 Binding Obligations. This Agreement is, and the Notes and other Loan Documents when executed and delivered in accordance with this Agreement will be, legal, valid and binding upon and against the Loan Parties and their Properties, enforceable in accordance with their respective terms, subject to no defense, counterclaim, set-off, or objection of any kind.

3.4 No Legal Bar or Resultant Lien. The Loan Parties' execution, delivery and performance of the Loan Documents do not constitute a default under, and will not violate any provisions of (to the extent that such default or violation would have a Material Adverse Effect), the charter or bylaws of any Loan Parties or any contract, agreement, law, regulation, order, injunction, judgment, decree, or writ to which the any Loan Party is subject, nor result in the creation or imposition of any lien upon any Properties other than those contemplated by the Loan Documents.

3.5 No Consent. The Loan Parties' execution, delivery, and performance of the Loan Documents do not require the consent or approval of any other Person, if the failure to obtain the same would have a Material Adverse Effect.

3.6 Investments, Advances, and Guaranties. No Loan Party has made investments in, advances to, or guaranties of the obligations of any Person, or committed or agreed to undertake any of these actions or obligations, except as set forth on Schedule 3.6.

3.7 Liabilities; Litigation; Labor Disputes; Etc. The Loan Parties have no material liabilities (individually or in the aggregate) direct or contingent, except for those liabilities assumed in connection with or arising as a result of the Purchase Agreement and as set forth on Schedule 3.7. There is no litigation, legal or administrative proceeding, investigation, or other action of any nature pending or, to the knowledge of the Loan Parties, threatened against or affecting any of the Loan Parties that involves the possibility of any judgment or liability not fully covered by insurance and that may have a Material Adverse Effect on the business or the Properties of Borrowers or their ability to carry on their businesses as now conducted. None of the Loan Parties have recently experienced or are now experiencing any strike, labor dispute, slowdown, or work stoppage due to labor disagreements that would have a Material

Adverse Effect, and no such strike, dispute, slowdown, or work stoppage is threatened against any of the Loan Parties.

3.8 Taxes; Governmental Charges. Each of the Loan Parties have filed or caused to be filed all tax returns and reports required to be filed. Each of the Loan Parties have paid all due and payable taxes, assessments, fees, and other governmental charges levied upon it or upon any of its Properties or income including interest and penalties. Each of the Loan Parties have made all required withholding deposits.

3.9 Title, Etc. The Loan Parties have good title to their respective Properties, free and clear of all liens except for Permitted Encumbrances or those securing the Obligations.

3.10 Intellectual Property. Except to the extent that a failure to do so will not have a Material Adverse Effect, the Loan Parties possess or have the right to use all trademarks, service marks, copyrights, trade names, patents, licenses, and other intellectual property, and rights therein, as are necessary for the conduct of its business as now conducted and presently proposed to be conducted, without conflict with the rights or claimed rights of others.

3.11 No Default. Except to the extent that the same will not have a Material Adverse Effect, the Loan Parties are not in default, in any respect that affects their businesses, Properties, operations, or condition, financial or otherwise, under any indenture, mortgage, deed of trust, credit agreement, note, agreement, or other instrument to which any of the Loan Parties are a party or by which it or its Properties are bound. The Loan Parties are not in violation of their respective charter or bylaws.

3.12 Casualties; Taking of Properties, Etc. Neither the business nor the Properties of the Loan Parties have been affected as a result of any fire, explosion, earthquake, flood, drought, windstorm, accident, strike or other labor disturbance, embargo, requisition or taking of property, cancellation of contracts, permits, concessions by any domestic or foreign government or any agency thereof, riot, activities of armed forces or acts of God or of any public enemy in such a way as to have a Material Adverse Effect.

3.13 Compliance with Laws, Etc. Except to the extent the same will not have a Material Adverse Effect, the Loan Parties are not in violation of any law, judgment, decree, order, ordinance, or governmental rule or regulation to which any Loan Party or any of its Properties is subject, including without limitation any Environmental Law. The Loan Parties have not failed to obtain any license, permit, franchise, or other governmental authorization necessary to the ownership of any of its Properties or to the conduct of its business. Without limiting the generality of the foregoing, the Loan Parties have obtained all licenses and approvals necessary to participate in all applicable Third Party Payor Programs.

3.14 ERISA. The Loan Parties are in compliance in all material respects with the applicable provisions of ERISA. The Loan Parties have not incurred any material “accumulated funding deficiency” within the meaning of ERISA, and has not incurred any material liability to PBGC in connection with any Plan.

3.15 Parent; Subsidiaries. Guarantor is the sole member of each Borrower. Guarantor has no Subsidiaries other than Borrowers, NW Alabama Real Estate, LLC, Clarksdale Regional Medical Center, Inc., Russellville Hospital, Inc., Lakeland Community Hospital, Inc., and Northwest Medical Center, Inc.

3.16 Trade Names. The Loan Parties use no trade names (and have not used any since their formation), except as provided on Schedule 3.16.

3.17 Healthcare Laws.

(A) Without limiting the generality of any other representation or warranty made herein, each Loan Party, and each of their licensed employees and contractors (other than contracted agencies), are in material compliance with all applicable Healthcare Laws.

(B) Each Loan Party has maintained in all material respects all records required to be maintained by the Healthcare Laws and there are no presently existing circumstances which would result or likely would result in material violations of the Healthcare Laws.

(C) Each Loan Party has such permits, licenses, franchises, certificates (including certificates of need) and other approvals or authorizations of governmental or regulatory authorities as are necessary under applicable law to own their respective properties and to conduct their respective business (including without limitation such permits as are required under such federal, state and other health care laws, and under such HMO or similar licensure laws and such insurance laws and regulations, as are applicable thereto), and with respect to those facilities and other businesses that participate in Third Party Payor Programs, to receive reimbursement thereunder. There currently exist no material restrictions, deficiencies, required plans of corrective actions or other such remedial measures with respect to Third Party Payor Program certifications or licensure.

ARTICLE IV  
CONDITIONS PRECEDENT

4.1 Initial Conditions. Lender's obligation to make the Term Loan and any initial Advance under the Revolving Credit Loan is subject to the Conditions Precedent that Lender shall have received (or agreed in writing to waive or defer receipt of) all of the following, each duly executed, dated and delivered as of the Closing Date, in form and substance satisfactory to Lender and its counsel:

(a) Notes and Loan Documents. The Notes, payable to the order of Lender, and all other Loan Documents, all duly executed by the Loan Parties and/or other parties, as applicable;

(b) Resolutions. Certified copies of resolutions of the governing body of each Loan Party authorizing the execution, delivery, and performance, respectively, of this Agreement and all Loan Documents, as applicable;

(c) Certificates of Existence. Certificates of existence regarding each Loan Party certified by the Secretary of State of Tennessee;

(d) UCC Searches. UCC searches regarding each Loan Party certified by the Secretary of State of Tennessee, along with UCC searches regarding each seller under the Purchase Agreement from the secretary of state of its state of organization;

(e) Organizational Documents. Copies of each Loan Party's charter and bylaws, certified by the secretaries of such entities;

(f) 501(c)(3) Determination Letters. 501(c)(3) determination letters from the IRS for each Borrower, which shall not be required to be delivered as of the Closing date, but shall instead be provided within 365 days of the Closing Date;

(g) Hospital Licensure. Copies of documentation related to transfer of licensure for the Hospitals;

(h) Property Tax Exemption. Copies of documentation related to exemption from real property taxes for Hospitals;

(i) Evidence of Insurance. Evidence that each Loan Party has obtained policies of insurance as required by this Loan Agreement and the Mortgages;

(j) Real Estate Diligence. Title commitments, surveys, appraisals, phase 1 environmental reports, and flood certifications related to the Hospitals;

(k) Management Agreement. A fully executed copy of the Management Agreement;

(l) Purchase Agreement. A copy of the executed Purchase Agreement;

(m) Quality of Earnings Report; Financial Projections. A quality of earnings report for the Hospitals, along with financial projections for the next five (5) year period;

(n) Subordinated Note. A copy of the executed Subordinated Note;

(o) Borrowers' Counsel Opinion. An opinion from Borrowers' counsel regarding each Loan Party's due authorization of the Loan and due execution of the Loan Documents, along with such other opinions as may be reasonably required by Lender;

(p) Commitment Fee. Payment of a commitment fee equal to \$95,000;

(q) Arrangement Fee. Payment of an arrangement fee equal to \$47,500; and

(r) Other. Such other documents as Lender may reasonably request.

4.2 All Borrowings. After the Closing Date, Lender's obligation to make Advances under the Revolving Credit Loan is subject to the following additional Conditions Precedent, which must be satisfied each time an Advance is requested and an Advance is made:

(a) Representations. The representations of the Loan Parties contained in Article 3 are true and correct as of the date of the requested Advance, except as to (i) representations and warranties expressly made as of a specified date, which shall remain true and correct as of such specified date, and (ii) changes occurring after the Closing Date caused by transactions permitted under the Loan Agreement;

(b) No Default. No Default or Event of Default has occurred and continues to exist; and

(c) Material Adverse Change. No Material Adverse Change has occurred.

#### ARTICLE V AFFIRMATIVE COVENANTS

Loan Parties covenant that, during the term of this Agreement (including any extensions hereof) and until all Indebtedness shall have been finally paid in full and all Obligations shall have been fully discharged, unless Lender shall otherwise first consent in writing, the Loan Parties shall:

5.1 Financial Statements and Reports. Promptly furnish to Lender:

(a) Annual Reports. As soon as available, and in any event within one hundred twenty (120) days after the close of each fiscal year of Guarantor, audited consolidated and consolidating financial statements of the Loan Parties, prepared by an accounting firm reasonably acceptable to Lender, setting forth the balance sheet of the Loan Parties and the related statements of income, stockholders' equity and cash flows as at the end of such year, all prepared in accordance with GAAP and certified by each Borrower's chief financial officer as being true and accurate;

(b) Quarterly Reports. As soon as available and in any event within forty five (45) days of the last day of each fiscal quarter of Guarantor, company prepared consolidated and consolidating financial statements of the Loan Parties, setting forth the balance sheet of the Loan Parties and the related statements of income, stockholders' equity, cash flows, and operating statistics as at the end of such quarter, all prepared in accordance with GAAP and certified by each Borrower's chief financial officer as being true and accurate;

(c) Covenant Compliance Certificate. Along with the financial statements provided pursuant to subsection (b) above, a covenant compliance certificate reflecting compliance, or lack thereof, with the financial covenants set forth herein;

(d) Borrowing Base Certificate. Along with the financial statements provided pursuant to subsection (b) above, and in connection with any requested Advance under the Revolving Credit Note, a Borrowing Base Certificate;

(e) Annual Budget. On or before the last day of each fiscal year of Guarantor, a consolidated and consolidating budget for the Loan Parties for the upcoming fiscal year; and

(f) Other Information. Promptly upon its becoming available, such other material information about the Loan Parties or the Indebtedness as Lender may reasonably request from time to time.

5.2 Taxes and Other Liens. Pay and discharge, prior to delinquency, all taxes, assessments, and governmental charges or levies imposed upon it or upon any of its income or Property as well as all claims of any kind (including claims for labor, materials, supplies, and rent) which, if unpaid, might become a Lien upon any or all of its Property; provided, however, that Borrowers shall not be required to pay any such tax, assessment, charge, levy, or claim if the amount, applicability, or validity thereof shall currently be contested in good faith by appropriate proceedings diligently conducted, no Lien attaches to any Loan Party's Property and Borrowers have established reserves therefor adequate under GAAP.

5.3 Maintenance.

(a) Maintain their corporate existence, name, rights, and franchises;

(b) After obtaining their respective determination letters, maintain their 501(c)(3) designation; and

(c) Maintain their Property (and any Property leased by or consigned to it or held under title retention or conditional sales contracts) in good and workable condition at all times and make all repairs, replacements, additions, and improvements to its Property to the extent reasonably necessary and proper to ensure that the business carried on in connection with its Property may be conducted properly and efficiently at all times.



5.4 Further Assurances. Promptly cure any defects in the creation, issuance, and delivery of the Loan Documents. The Loan Parties at their expense promptly will execute and deliver to Lender upon request all other and further documents, agreements, and instruments reasonably required in order to comply with or accomplish the covenants and agreements of the Loan Parties in the Loan Documents, or to evidence further and to describe more fully any Collateral intended as security for the Obligations, or to correct any omissions in the Loan Documents, or to state more fully the Obligations and agreements set out in any of the Loan Documents, or to perfect, protect, or preserve any Liens created pursuant to any of the Loan Documents, or to make any recordings, to file any notices or to obtain any consents as may be reasonably necessary or appropriate in connection therewith.

5.5 Accounts and Records. Keep books of record and account, in which full, true, and correct entries will be made of all dealings or transactions in accordance with GAAP, except only for changes in accounting principles or practices with which the Loan Party's certified public accountants concur and which changes have been reported to Lender in writing and with an explanation thereof.

5.6 Notice of Certain Events. Within three (3) business days, give to Lender, if any Loan Party learns of the occurrence of any of the following events, notice of (a) any event that constitutes a Default or Event of Default, together with a detailed statement by a responsible officer of the Loan Parties of the steps being taken as a result thereof; or (b) the receipt of any notice from, or the taking of any other action by, the holder of any promissory note, debenture, or other evidence of Debt of any Loan Party or of any security (as defined under the Securities Act of 1933, as amended) of any Loan Party with respect to a claimed default, together with a detailed statement by a responsible officer of the Loan Parties specifying the notice given or other action taken by such holder and the nature of the claimed default and what action the Loan Parties are taking or propose to take with respect thereto; or (c) any legal, judicial, or regulatory proceedings affecting any Loan Party in which the amount involved is material and is not covered by insurance or which, if adversely determined, would have a Material Adverse Effect; or (d) any dispute between any Loan Party and any governmental or regulatory authority or any other person, entity, or agency which, if adversely determined, might interfere with the normal business operations of any Loan Party; or (e) any Material Adverse Changes, either individually or in the aggregate, in the assets, liabilities, financial condition, business, operations, affairs, or circumstances of the Loan Parties from those reflected in the financial statements of the Loan Parties delivered to Lender pursuant to this Agreement or from the facts warranted or represented in any Loan Document.

5.7 Compliance with Laws; Etc. Observe and comply (to the extent necessary so that any failure will not have a Material Adverse Effect) with all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, certificates (including without limitation certificates of need under any Healthcare Law), franchises, permits, licenses, authorizations, and requirements of all federal, state, county, municipal, and other governments, including without limitation all Environmental Laws and all Healthcare Laws (including maintaining requirements to participate in all applicable Third Party Payor Programs).

5.8 ERISA Information and Compliance. Except to the extent that a failure to do so will not have a Material Adverse Effect, comply with ERISA and all other applicable laws governing any pension or profit sharing plan or arrangement to which any Loan Party is a party or is otherwise subject. The Borrowers shall provide Lender with notice of any "reportable event" or "prohibited transaction" or the imposition of a "withdrawal liability" within the meaning of ERISA for any Loan Party.

5.9 Depository Accounts. As consideration for the interest rate charged under the Notes and to further secure repayment of the Notes, Borrowers shall maintain their primary depository and treasury management accounts with Lender. Borrowers hereby grant Lender a lien in such accounts.

5.10 Amory Subdivision. Within ninety (90) days of the Closing Date, the real property described on Scheduled 5.10 hereof will be subdivided as a separate parcel from the Amory Hospital. In the event that such subdivision does not occur within such designated time frame, Amory will take action reasonably acceptable to Lender to insure that Lender may exercise its rights and remedies under the Amory Mortgage.

## ARTICLE VI NEGATIVE COVENANTS

Loan Parties covenant and agree that, during the term of this Agreement and until all Indebtedness shall have been finally paid in full and all Obligations shall have been fully discharged, unless Lender shall otherwise first consent in writing, the Loan Parties will not, either directly or indirectly:

6.1 Nature of Business. Suffer or permit any material change to be made in the character of their business as carried on at immediately after Closing Date.

6.2 Acquisitions; Mergers; Disposition of Assets; Etc. Make, receive, or obtain any acquisitions or merge or consolidate with or into, or sell, assign, lease, or otherwise dispose of any of their assets (except for obsolete, damaged or unusable assets), other than in the ordinary course of the Loan Parties' present business upon terms standard in their industry.

6.3 Proceeds of Loans. Permit the proceeds of the Loans to be used for any purpose other than those permitted under this Agreement.

6.4 Creation of Subsidiaries, Etc. Except for Subsidiaries of Loan Parties which are in existence as of the date hereof, no Loan Party will create, purchase, or otherwise acquire any Subsidiary (unless such Subsidiary guarantees the Loans and pledges its assets as collateral therefor in a manner satisfactory to Lender).

6.5 Change of Control. Permit Steve Clapp to cease his employment as president, chief executive officer, or an equivalent position with Guarantor.

6.6 Additional Debt. Incur, create, assume, or in any manner become or be liable with respect to any Debt other than Debt owed to Lender, the Subordinated Debt, and Debt outstanding as of the Closing Date specifically described on Schedule 3.6 attached hereto; provided that this provision shall not apply to guarantees of any debt by Guarantor, Debt related to the planned IT system conversion (approximately \$8,000,000.00) for the Borrowers, or any Debt incurred in the ordinary course of business aggregating \$1,000,000 or less outstanding at any one time.

6.7 Liens. Permit to exist any Lien on any of their Properties except for Permitted Encumbrances and capital leases permitted or in connection with Debt permitted under Section 6.6 hereof.

6.8 Financial Covenants.

(a) Minimum Fixed Charge Coverage Ratio. Commencing with the measurement period ending June 30, 2017 and continuing on each September 30, December 31, March 31 and June 30 thereafter, permit the Fixed Charge Coverage Ratio to be less than 1.35 to 1.00.

(b) Maximum Funded Debt to EBITDA Ratio. Commencing with the measurement period ending June 30, 2017 and continuing on each September 30, December 31, March 31 and

June 30 thereafter, permit the Senior Funded Debt to EBITDA ratio to be greater than the following as of the dates set forth below:

As of June 30, 2017, September 30, 2017, and December 31, 2017	4.50 to 1.00
As of March 31, 2018, June 30, 2018, September 30, 2018, and December 31, 2018	4.00 to 1.00
As of March 31, 2019 and each June 30, September 30, December 31, and March 31 thereafter	3.50 to 1.00

(c) Calculations. The financial covenants set forth in items (a) and (b) above shall be calculated on an annualized basis commencing with the measurement period ending March 31, 2017 through December 31, 2017 and then, commencing with the measurement period ending March 31, 2018, on a rolling four (4) quarter basis thereafter.

6.9 Subordinated Debt. Permit any payments to be made on the Subordinated Debt except as specifically permitted under the Debt Subordination Agreement.

6.10 Management Agreement. Permit any material amendment to the Management Agreement.

## ARTICLE VII EVENTS OF DEFAULT

7.1 Events of Default. Any of the following events shall be considered a Default (and shall be considered an Event of Default pending the passage of time, giving of notice or other condition specified below):

(a) Principal and Interest Payments. Borrowers fail to pay any amount due hereunder, under the Notes (including without limitation principal and interest payments) or any other Loan Document within ten (10) days of the applicable due date; or

(b) Representations and Warranties. Any representation, warranty, statement (including financial statements), certification or data made or furnished by or on behalf of any Loan Party in connection with this Agreement or any other Loan Document is incorrect in any material respect as of the date as of which the facts therein set forth were stated or certified; or

(c) Obligations. Except as provided in (a) and (b) above, any Loan Party fails to perform any of the promises, covenants or obligations contained in or required by this Agreement, the Notes, or any other Loan Document, and such failure shall remain unremedied for thirty (30) days after the earlier of (i) any officer of the Loan Parties becomes aware of such failure and that such failure constitutes a Default hereunder, or (ii) notice thereof shall have been given to the Borrowers by the Lender; provided that the grace period set forth herein shall not apply to the covenants of Loan Parties contained in Sections 5.1, 5.3(a), Section 5.6, or Article 6 hereof; or

(d) Involuntary Bankruptcy or Receivership Proceedings. Any of the following events or conditions occurs with respect to any Loan Party and is not dismissed within sixty (60) days: (i) a receiver, custodian, liquidator, or trustee of itself or of any of its respective Property is appointed by the order or decree of any court or agency or supervisory authority having jurisdiction; or (ii) any of its Property is sequestered by court order; or (iii) a petition is filed against it under any state or federal bankruptcy, reorganization, debt arrangement, insolvency, readjustment of debt, dissolution, liquidation or receivership law of any jurisdiction, whether now or hereafter in effect; or

(e) Voluntary Petitions. Any Loan Party files (or takes formal corporate action authorizing the filing of) a voluntary bankruptcy petition or other petition to seek relief under any provision of any bankruptcy, reorganization, debt arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction or consents to the filing of any such petition against it under any such law; or

(f) Assignments for Benefit of Creditors, Etc. Any Loan Party makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee, or liquidator of itself or of all or any part of its Property; or

(g) Cross-Default on Other Debt or Security. Subject to any applicable notice or cure period, any Loan Party fails to make any payment due on any of its Debts (other than with respect to the Subordinated Note) aggregating in excess of \$100,000.00, or any event shall occur or any condition shall exist with respect to any of its Debts aggregating in excess of \$250,000.00, the effect of which is to cause or to permit any trustee or any holder of such Debt to cause (whether or not such holder or trustee elects to cause) any or all of such Debt to become due prior to its stated maturity or its regularly scheduled dates of payment; or

(h) Undischarged Judgments. Any court or other governmental authority renders judgment against any Loan Party for the payment of money in excess of \$1,000,000, payment of which is not fully covered by valid collectible insurance; or

(i) Management Agreement. The Management Agreement is terminated or assigned, or a material default shall occur thereunder; or

(j) Subordinated Debt. A default shall occur in connection with the Subordinated Debt; or

(k) Default Under Other Loan Documents. Subject to any applicable notice or cure period, a default shall occur under any other Loan Document; or

(l) Material Adverse Change. A Material Adverse Change shall occur.

7.2 Remedies. Upon the occurrence of an Event of Default, Lender may declare the entire principal amount of all Indebtedness then outstanding, including interest accrued thereon, to be immediately due and payable without presentment, demand, protest, notice of protest, or dishonor or other notice of default of any kind, all of which Borrowers hereby expressly waive, and, at Lender's sole discretion and option, all obligations of Lender under this Agreement shall immediately cease and terminate unless and until Lender shall reinstate such obligations in writing. Such acceleration and cessation of Lender's obligations shall occur automatically, without any declaration by Lender or any notice, upon the occurrence of an Event of Default under Section 7.1(d), (e) or (f). Upon the occurrence of any Event of Default, Lender may also exercise all rights against Collateral set forth in the Mortgages or

afforded a creditor under applicable law, and/or bring an action to protect or enforce its rights under the Loan Documents or seek to collect the Indebtedness and/or enforce the Obligations by any lawful means. All remedies provided in this agreement or in any other loan documents shall be cumulative, in addition to all other remedies available to lender under the principles of law and equity or pursuant to any other body of law, statutory or otherwise, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

7.3 Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, Lender is authorized, at any time and from time to time, without notice to Borrowers (any such notice being expressly waived by Borrowers), to set-off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by Lender to or for the credit or the account of each Borrower against any and all of the Obligations, irrespective of whether or not Lender shall have accelerated the Indebtedness or made any demand under this Agreement or the Notes and although such obligations may be unmatured.

#### ARTICLE VIII GENERAL PROVISIONS

8.1 Notices. All notices, requests, demands, directions and other communications (collectively "**notices**") required under this Agreement shall be in writing and shall be sent by hand, by registered or certified mail return receipt requested, or by overnight courier service maintaining records of receipt, in all cases with charges prepaid. Any such properly given notice shall be effective upon the earlier of receipt or (a) the date delivered by hand, or (b) the third Business Day after being mailed, or (c) the following Business Day if sent by overnight courier service. All notices shall be sent to the applicable party at its address set forth below or in accordance with the last written direction from such party to the other party hereto:

Loan Parties:	c/o Curae Health, Inc. 121 Leinhart Street Clinton, TN 37716 Attn: Steve Clapp
With copy to:	Egerton, McAfee, Armistead & Davis, P.C. 900 S. Gay Street, Suite 1400 Knoxville, TN 37902 Attn: William Kittrell
Lender:	ServisFirst Bank Palmer Plaza 1801 West End Avenue, Suite 850 Nashville, TN 37203 Attn: Bill Berrell
With copy to:	Bradley, Arant, Boult, Cummings LLP 1600 Division Street, Suite 700 Nashville, TN 37203 Attn: Bob Hannon

8.2 Invalidity. If any one or more of the provisions contained in any Loan Document for any reason shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of any Loan Document.



8.3 Term of This Agreement. This Agreement shall be binding on Loan Parties as long as any portion of the Obligations remains outstanding or Lender has any obligations to make Advances hereunder, except that Loan Parties' representations, warranties, and indemnity agreements shall survive the payment in full of the Obligations and the termination of this Agreement.

8.4 Successors and Assigns. Loan Parties shall not assign their rights or delegate their duties under this Agreement or any other Loan Document. All covenants and agreements made by or on behalf of Loan Parties in any Loan Document shall bind Loan Parties' successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

8.5 Participation. Lender shall have the right to enter into one or more participation or syndication agreements with one or more participating lenders approved by Lender on such terms and conditions as Lender shall deem advisable.

8.6 Waivers. As provided in T.C.A. Section 47-50-112, no custom, conduct, action or course of dealing on the part of Lender, its officers, employees, consultants, or agents, nor any failure or delay by Lender with respect to exercising any right, power, or privilege of Lender under the Notes, this Agreement, or any other Loan Document shall operate as a waiver thereof, except as otherwise provided in this Agreement. Lender may from time to time waive any requirement hereof, including any of the Conditions Precedent, but no waiver shall be effective unless in writing and signed by Lender. The execution by Lender of any waiver shall not obligate Lender to grant any further, similar, or other waivers.

8.7 Amendments. This Agreement may not be modified or amended except in writing signed by Loan Parties and Lender.

8.8 Governing Law. This Agreement, the Notes, and the other Loan Documents constitute a contract made under, and shall be construed in accordance with and governed by, the laws of the State of Tennessee.

8.9 No Fiduciary Relationship. Nothing contained herein or in any related document shall be deemed to create any partnership, joint venture or other fiduciary relationship between Lender and Loan Parties for any purpose.

8.10 Nature of Commitment. Lender's obligation to make any Loans or Advances shall be deemed to be pursuant to a contract to make a loan or to extend debt financing or financial accommodations to or for the benefit of Borrowers within the meaning of Sections 365(c)(2) and 365(e)(2)(B) of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq.

8.11 Governance; Exhibits. The terms of this Agreement shall govern if determined to be in conflict with the terms or provisions in any other Loan Document. The exhibits attached to this Agreement are incorporated in this Agreement and shall be considered a part of this Agreement except that in the event of any conflict between an exhibit and this Agreement or another Loan Document, the provisions of this Agreement or the Loan Document, as the case may be, shall prevail over the exhibit.

8.12 Time of Essence. Time is of the essence with regard to each and every provision of this Agreement.

8.13 Costs, Expenses, and Taxes. Loan Parties agree to pay on demand all out-of-pocket costs and expenses of Lender (including the reasonable fees and out-of-pocket expenses of Lender's attorneys, paralegals, accountants, auditors, and consultants) incurred by Lender in connection with the preparation, execution, delivery, administration, interpretation, amendment, waiver or enforcement of this Agreement.



or the other Loan Documents, or in the protection of Lender's rights under the Loan Documents (including any suit for declaratory judgment or interpretation of the provisions hereof and any bankruptcy, insolvency or condemnation proceedings involving Loan Parties, their Property, and/or any Collateral). In addition, Loan Parties agree to pay, and to hold Lender harmless from all liability for, any stamp, recording, intangibles or other taxes (including taxes under Tennessee Code Annotated Section 67-4-409 due upon the recordation of financing statements) payable in connection with the execution or delivery of this Agreement, the Advances, the Collateral, or the issuance or delivery of the Notes or any other Loan Documents, excluding, however, taxes based upon the income or assets of Lender. Upon Lender's request, Loan Parties shall promptly reimburse Lender for all amounts expended, advanced, or incurred by Lender in endeavoring to satisfy any obligation of Loan Parties under this Agreement or any other Loan Documents, or to perfect a Lien in favor of Lender, or to protect the Properties or businesses of Loan Parties or to collect the Obligations, or to enforce or protect the rights of Lender under this Agreement or any other Loan Document, including all court costs, attorney's and paralegal's fees, fees of auditors and accountants, and investigation expenses reasonably incurred by Lender in connection with any such matters, and all such amounts shall bear interest at the Default Rate until paid in full. All obligations under this Section shall be part of the Indebtedness and shall survive any termination of this Agreement.

8.14 Counterparts. This Agreement may be executed in any number of counterparts or counterpart signature pages (by facsimile transmission or otherwise), each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

8.15 Distribution of Information. Loan Parties hereby authorize Lender, as Lender may elect in its sole discretion, to discuss with and furnish to any affiliate of Lender, to any government or self-regulatory agency with jurisdiction over Lender, or to any participant or prospective participant, all financial statements, audit reports and other information pertaining to Loan Parties whether such information was provided by Loan Parties or prepared or obtained by Lender or third parties. Neither Lender nor any of its employees, officers, directors or agents make any representation or warranty regarding any audit reports or other analyses of Loan Parties which Lender may elect to distribute, whether such information was provided by Loan Parties or prepared or obtained by Lender or third parties, nor shall Lender or any of its employees, officers, directors or agents be liable to any Person receiving a copy of such reports or analysis for any inaccuracy or omission contained in such reports or analyses or relating thereto.

8.16 Jurisdiction; Venue; Service of Process. LOAN PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE COURTS LOCATED IN DAVIDSON COUNTY, TENNESSEE, INCLUDING WITHOUT LIMITATION FEDERAL COURTS SITTING IN THE MIDDLE DISTRICT OF TENNESSEE AND THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE, FOR ANY SUIT BROUGHT OR ACTION COMMENCED IN CONNECTION WITH THIS AGREEMENT, ANY OF THE INDEBTEDNESS OR OBLIGATIONS, ANY COLLATERAL, OR ANY RELATIONSHIP BETWEEN LENDER AND LOAN PARTIES, AND AGREE NOT TO CONTEST OR CHALLENGE VENUE IN ANY SUCH COURTS. Loan Parties irrevocably consent to the service of process of any such courts in any such action or proceeding by registered or certified mail, postage prepaid, return receipt requested, to Loan Parties at the address provided pursuant to Section 8.1 hereof, and agrees that such service shall become effective thirty (30) days after such mailing. However, nothing herein shall affect the right of Lender or Loan Parties to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Lender or Loan Parties in any other jurisdiction. This Section does not confer or expand any standing to Loan Parties to bring any cause of action.

8.17 Jury Waiver. LOAN PARTIES HEREBY KNOWINGLY, WILLINGLY AND IRREVOCABLY WAIVE THEIR RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION OR

Case 3:18-bk-05665 Claim 122-1 Part 7 Filed 11/14/18 Desc Attachment 5 Page  
14 of 33 -

PROCEEDING INVOLVING THIS AGREEMENT, ANY OF THE INDEBTEDNESS OR OBLIGATIONS, ANY COLLATERAL, OR ANY RELATIONSHIP BETWEEN LENDER AND LOAN PARTIES. LOAN PARTIES WARRANT AND REPRESENT THAT THEY HAVE REVIEWED THE FOREGOING WAIVERS WITH THEIR LEGAL COUNSEL AND HAVE KNOWINGLY AND VOLUNTARILY WAIVED THEIR JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS SECTION MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

8.18 Waiver of Certain Damages. IN ANY ACTION TO ENFORCE THIS AGREEMENT, LOAN PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS UNDER THE LAWS OF ANY STATE TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN ACTUAL DIRECT DAMAGES.

8.19 Entire Agreement. This Agreement represents the entire agreement between the parties hereto except for such other agreements set forth in the Loan Documents, superseding any and all other agreements, promises or representations existing prior to or made simultaneously with this Agreement. Any oral statements regarding the subject matter of this Agreement are merged herein.

#### ARTICLE IX DEFINITIONS AND USAGE

9.1 Defined Terms. In addition to other words and terms defined in the preamble hereof or elsewhere in this Agreement, the following terms shall have the following meanings herein, unless the context expressly requires otherwise:

“Accounts” means all of Loan Parties’ accounts, as that term is defined in the UCC.

“Advance” means any advance or other extension of credit previously made by Lender to Borrowers or made pursuant to this Agreement. The terms “Loan” and “Advance” may be used interchangeably hereunder.

“Affiliate” means a Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with any Borrower. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, firm or corporation whether through the ownership of voting securities, by contract or otherwise.

“Amory” shall have such meaning as set forth in the first paragraph hereof.

“Amory Hospital” means that certain hospital facility located at 1105 Earl Frye Blvd., Amory, MS 38821.

“Amory Mortgage” means that certain Mississippi Mortgage of even date herewith executed by Amory in favor of Lender, whereby Amory grants Lender a first-priority perfected lien in the Amory Hospital, as such may be amended and/or restated from time to time.

“Batesville” shall have such meaning as set forth in the first paragraph hereof.

“Batesville Hospital” means that certain hospital facility located at 303 Medical Center Dr., Batesville, MS 38606.

**"Batesville Mortgage"** means that certain Mississippi Mortgage of even date herewith executed by Batesville in favor of Lender, whereby Batesville grants Lender a first-priority perfected lien in the Batesville Hospital, as such may be amended and/or restated from time to time.

**"Borrowers"** shall have such meaning as set forth in the first paragraph hereof.

**"Borrowing Base"** means the sum of eighty percent (80%) of Eligible Accounts Receivable *less* any discounts or rebates applicable to such Eligible Accounts Receivable.

**"Borrowing Base Certificate"** means a certificate in the form of Exhibit A attached hereto.

**"Business Day"** means any day other than a Saturday, Sunday or day on which commercial banks are authorized to close under the laws of the State of Tennessee.

**"Closing Date"** means the date set forth on the first page hereof.

**"Code"** means the Internal Revenue Code of 1986, as amended from time to time.

**"Collateral"** means any and all collateral securing or intended to secure the Indebtedness, as described in Article 2 hereof.

**"Conditions Precedent"** means those matters or events that by the terms of the Loan Documents must be completed or must occur or exist before Lender would become obligated to fund any Advance, including, without limitation, those matters described in Article 4 hereof.

**"Customer"** means any purchaser or lessee of goods, or recipient of services, from Borrowers, including without limitation account debtors liable on any Accounts.

**"Dated Account"** means any Account for which Borrower has not been paid in full within one hundred twenty (120) days of the date of the related invoice.

**"Debt"** means all of a Person's obligations, contingent or otherwise, that would be classified on its balance sheet as its liabilities in accordance with GAAP, including, in any event and without limitation, (a) liabilities secured by any mortgage, pledge or lien existing on Property owned by such Person, whether or not the liability secured thereby has assumed by such Person; (b) all indebtedness and other similar monetary obligations of such Person; (c) all guaranties, obligations in respect of letters of credit, endorsements (other than endorsements of negotiable instruments for purposes of collection in the ordinary course of business), obligations to purchase goods or services for the purpose of supplying funds for the purchase or payment of Debt of others and other contingent obligations in respect of, or to purchase, or otherwise acquire, or advance funds for the purchase of, Debt of others; (d) all obligations of such Person to indemnify another Person to the extent of the amount of indemnity, if any, that would be payable by such Person at the time of determination; (e) the principal portion of all obligations of such Person under capital leases (specifically excluding obligations under operating leases), and (f) all obligations of such Person to purchase or repurchase any accounts, instruments, chattel paper or general intangibles.

**"Debt Subordination Agreement"** means that certain Debt Subordination Agreement of even date herewith by and among Lender, Borrower, and CHS/Community Health Systems, Inc., as such may be amended and/or restated from time to time.

**"Default"** means the occurrence of any of the events specified in Section 7.1 hereof, even though any requirement for notice or lapse of time or other condition precedent has not been satisfied.

"**Default Rate**" means the maximum lawful rate of interest permitted by law. The term "**maximum lawful rate of interest**" as used herein shall mean a rate of interest equal to the higher or greater of the following: (a) the "**applicable formula rate**" defined in Tennessee Code Annotated Section 47-14-102(2), or (b) such other rate of interest as may be charged under other applicable laws or regulations.

"**EBITDA**" means, for any period of determination for Loan Parties, calculated on a consolidated basis, the sum of (a) net income *plus* the following, without duplication and to the extent deducted in computing net income: (1) interest expense, (2) federal, state, local and foreign income, value-added and similar tax expense, (3) depreciation, (4) amortization of intangible assets, (5) twenty percent (20.0%) of any management fees payable under the Management Agreement, and (6) any non-cash items (other than write downs of accounts receivable) decreasing net income for such period, *less* (b) any non-cash items increasing net income for such period, all as determined in accordance with GAAP.

"**Eligible Accounts Receivable**" means the Accounts of Borrowers that meet each of the following conditions at the time of the Borrowing Base Certificate:

(a) the Account is due and payable within sixty (60) days from the date of the issuance of the related invoice, as reflected on the invoice;

(b) the Account arose from either (i) the bona fide outright sale of goods that have been shipped to a Customer, or (ii) Borrowers' performance of services that have been fully performed for the respective Customer;

(c) the invoice relating to the Account was prepared, dated and billed (i) in the ordinary course of business, and (ii) within a reasonable time from the date the goods or services relating to such invoice were sold or performed;

(d) the Account is not subject to any assignment, claim, lien, or security interest of any character, except for cost adjustments in connection with Third Party Payor Programs, except the security interest of Lender and the Subordinated Debt;

(e) the Account is not subject to any counterclaim or any claim for credit, set-off, recoupment, allowance or adjustment by the Customer, except for Third Party Payor Program cost adjustments and the Customer has not returned any of the goods from the sale of which the Account arose;

(f) the Account arose in the ordinary course of business;

(g) no notice of the bankruptcy, insolvency, or material adverse change in the financial condition of the Customer has been received by Borrowers or Lender;

(h) the Account is not evidenced by a judgment, an instrument or chattel paper;

(i) the Account is not a Dated Account;

(j) the Customer obligated on the Account is not an Affiliate; and

(k) the Customer obligation on the Account does not intend to self-pay (ie, not use health insurance or a Third Party Payor Program for payment).

**"Environmental Laws"** shall mean all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by or with any governmental authority, relating in any way to the environment, preservation or reclamation of natural resources, or the management, release or threatened release of any hazardous material.

**"Equipment"** means all of Loan Parties' equipment, as that term is defined in the UCC.

**"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time, including (unless the context otherwise requires) any rules or regulations promulgated thereunder.

**"Event of Default"** means the occurrence of any of the events specified in Section 7.1 hereof, provided that any requirement in Section 7.1 for notice or lapse of time or other condition precedent has been satisfied.

**"Excluded Swap Obligation"** means, with respect to any guarantor of a Swap Obligation, including the grant of a security interest to secure the guaranty of such Swap Obligation, any Swap Obligation if, and to the extent that, such Swap Obligation is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty or grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Swap Obligation or security interest is or becomes illegal.

**"Fixed Charge Coverage Ratio"** means the ratio, for any period of determination for Loan Parties, calculated on a consolidated basis, of (a) EBITDA, less unfinanced capital expenditures, less distributions to (b) scheduled principal payments *plus* interest expense (including without limitation payments under the Subordinated Debt. All of the foregoing shall be determined in accordance with GAAP.

**"GAAP"** means generally accepted accounting principles as in effect from time to time.

**"Governmental Authority"** means any nation or government and any political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining thereto, which has or asserts jurisdiction over Lender, any Borrower, Guarantor, or any property of any of them.

**"Government Receivables Account"** shall have such meaning as set forth in Section 2.2 hereof.

**"Gross Revenues"** shall mean all gross receipts, revenues, income, rents, royalties, benefits, insurance proceeds and other moneys received by or on behalf of the Loan Parties, including, without limitation, (a) all gifts, grants, bequests, contributions, donations and pledges, whether in the form of cash, securities or other personal property, (b) all gross revenues derived from the operation of the facilities of the Loan Parties, (c) all amounts earned on amounts deposited into the funds and accounts created under this Agreement, and (d) all proceeds derived from (i) insurance except to the extent the use thereof is otherwise required by this Agreement or any other Loan Document, (ii) the sale or other disposition of inventory and other tangible and intangible property, (iii) medical or hospital expense reimbursement or insurance programs or agreements, (iv) condemnation awards, except to the extent that the use thereof is otherwise required by this Agreement or any other Loan Document, (v) stock, partnership interests, limited liability company interests or other ownership interests in other Persons, and (vi) contract rights and other rights and assets now or hereafter owned, held or possessed by or on behalf

of the Loan Parties; and in each case, together with all rights to receive the same, whether in the form of accounts, accounts receivables, deposit accounts, healthcare insurance receivables, contract rights, general intangibles, chattel paper, instruments, securities, securities accounts, securities entitlements, rights under agreements with insurance companies, financial assets or other rights, and the proceeds thereof, and any insurance thereon, whether now existing or hereafter coming into existence and whether now owned or held or hereafter acquired by the Loan Parties; provided, however, that gifts, grants, bequests, donations and contributions heretofore or hereafter made, designated at the time of making thereof by the donor or maker as being for certain specific purposes, and the income derived therefrom, to the extent required by such designation, shall be excluded from Gross Revenues.

**"Guarantor Security Agreement"** means that certain Security Agreement of even date herewith executed by Guarantor in favor of Lender, as such may be amended and/or restated from time to time.

**"Guaranty"** means that certain guaranty agreement executed by the Guarantor in favor of Lender whereby the Guarantor guarantees the Indebtedness, as such may be amended and/or restated from time to time.

**"Healthcare Laws"** means all applicable statutes, laws, ordinances, rules and regulations of any Governmental Authority with respect to regulatory matters primarily relating to patient healthcare, including without limitation Section 1128B(b) of the Social Security Act, as amended, 42 U.S.C. Section 1320a 7(b) (Criminal Penalties Involving Medicare or State Health Care Programs), commonly referred to as the "Federal Anti-Kickback Statute," the Social Security Act, as amended, Section 1877, 42 U.S.C. Section 1395nn (Prohibition Against Certain Referrals), commonly referred to as "Stark Statute," the Public Health Service Act, 42 U.S.C. §§ 291 et seq., and HIPAA.

**"HIPAA"** means Health Insurance Portability and Accountability Act of 1996.

**"Hospitals"** means collectively the Amory Hospital and the Batesville Hospital.

**"Indebtedness"** means any and all amounts and liabilities of any nature owing or to be owing by Borrowers to Lender from time to time in respect of the Loans, whether now existing or hereafter incurred.

**"Lender"** shall have such meaning as set forth in the first paragraph hereof.

**"Lender's Office"** means the office of Lender located at the address set forth in Section 8.1 hereof.

**"LIBOR"** or **"Index"** means an independent index, as quoted each business day by Stifel Nicolaus, which is the One-Month London Interbank Offered Rate quoted on the date of any interest rate change under the Notes (or in the event no rate is quoted on that date, the rate quoted on the day more immediately preceding the interest rate change date). If more than one rate is quoted for that date, the applicable rate shall be the arithmetic mean of all quoted rates. The Index is not necessarily the lowest rate charged by Agent on its loans. If the Index becomes unavailable during the term of this loan, Agent may designate a substitute index after notifying Borrowers. Agent will tell Borrowers the current Index rate upon Borrowers' request. The interest rate change will not occur more than once each month. In no event may LIBOR be less than 0.0%.

**"Lien"** means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute, or contract, and including, without limitation, the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale, sale of Accounts or general intangibles, trust



receipt or a lease, consignment, or bailment for security purposes. The term "**Lien**" includes reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting any Property. For the purposes of this Agreement, Borrowers shall be deemed to be the owner of any Property that it has acquired or holds subject to a conditional sale agreement, financing lease, or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

"**Loans**" means collectively the Term Loan and the Revolving Credit Loan. The terms "**Loan**" and "**Advance**" may be used interchangeably hereunder.

"**Loan Documents**" means, collectively, all of the agreements, documents, papers and certificates executed, furnished or delivered in connection with this Agreement (whether before, at, or after the Closing Date) or at any time evidencing or securing any of the Obligations, including, without limitation, this Agreement, the Notes, the Mortgages, the Guaranty, the Guarantor Security Agreement, the Debt Subordination Agreement, the Subordination of Management Agreement, any document evidencing a Swap Obligation, and all other documents, certificates, reports, and instruments that this Agreement requires or that were executed or delivered (or both) at Lender's request.

"**Loan Parties**" shall have such meaning as set forth in the first paragraph hereof.

"**Management Agreement**" means that certain Hospital Management Agreement dated December 31, 2014 by and between Management Company and Curae, as amended by that certain First Amendment to Hospital Management Agreement dated as of September 1, 2015, as amended by that certain Second Amendment to Hospital Management Agreement dated as of April 1, 2016.

"**Material Adverse Effect**" or "**Material Adverse Change**" shall mean any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences, whether or not related, that causes a material adverse change in, or a material adverse effect on, (i) the business, results of operations, financial condition, assets, liabilities or prospects of the Borrowers, (ii) the ability of the Borrowers or the Guarantor to perform any of their respective obligations under the Loan Documents, (iii) the rights and remedies of the Lender under any of the Loan Documents or (iv) the legality, validity or enforceability of any of the Loan Documents.

"**Maturity Date**" means April 30, 2020.

"**Maximum Revolver Amount**" means the lesser of (a) \$5,000,000.00, or (b) an amount equal to the Borrowing Base.

"**Maximum Revolver Availability**" means the amount, if any, by which the Maximum Revolver Amount exceeds the amount of all outstanding and unpaid Advances under the Revolving Credit Note.

"**Mortgages**" means the Amory Mortgage and the Batesville Mortgage.

"**Notes**" means collectively the Revolving Credit Note and the Term Note.

"**Obligations**" means all of the Indebtedness and all of Borrowers' undertakings in the Loan Documents including, but not limited to, all agreements, representations, warranties, and covenants, and specifically including any Swap Obligation.

**"PBGC"** means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all of its functions under ERISA.

**"Permitted Encumbrances"** means those encumbrances listed in the attached Schedule 1, which is incorporated herein by this reference.

**"Person"** means any individual, corporation, partnership, joint venture, association, limited liability company, joint stock company, trust, unincorporated organization, government, or any agency or political subdivision thereof, or any other form of entity.

**"Plan"** means any employee benefit or other plan established or maintained, or to which contributions have been made, by Borrowers and covered by Title IV of ERISA or to which Section 412 of the Code applies.

**"Property" or "Properties"** means any interest in any kind of property or asset, whether real, personal, or mixed, or tangible or intangible.

**"Purchase Agreement"** means that certain Amended and Restated Asset Purchase Agreement, dated as of May 1, 2017, by and among CHS/Community Health Systems, Inc. and Guarantor.

**"Revolving Credit Loan"** means the loan facility described in Section 1.1(b) hereof.

**"Revolving Credit Note"** means that certain \$5,000,000 Revolving Credit Note executed in connection herewith, as such may be amended and/or restated from time to time.

**"Senior Funded Debt"** means outstanding Advances under the Notes.

**"Subordinated Debt"** shall have such meaning as set forth in the Debt Subordination Agreement.

**"Subordinated Note"** shall have such meaning as set forth in the Debt Subordination Agreement.

**"Subordination of Management Agreement"** means that certain Subordination of Management Agreement of even date herewith executed by Strategic Healthcare Resources, LLC in favor of Lender, as such may be amended and/or restated from time to time.

**"Subsidiary"** means, at the time as of which any determination is being made, any corporation, partnership, or other entity of which more than fifty percent (50%) of the issued and outstanding voting securities is owned or controlled, directly or indirectly, by any Borrower.

**"Swap Obligation"** means any Rate Management Obligation that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act, as amended from time to time. The defined term **"Swap Obligation"** shall not include any Excluded Swap Obligation.

**"Sweep Account"** shall have such meaning as set forth in Section 2.2 hereof.

**"Term Loan"** means the loan facility described in Section 1.1(a) hereof.

**"Term Note"** means that certain \$14,000,000 Term Note executed in connection herewith, as such may be amended and/or restated from time to time.

**"Third Party Payor Programs"** means Medicare or Medicaid or any other third party payor programs which reimburse the Borrowers for medical services.

“UCC” means the Uniform Commercial Code as adopted in the State of Tennessee.

9.2 Computations; Accounting Principles. Where the character or amount of any asset or liability or item of income or expense is required to be determined, or any consolidation or other accounting computation is required to be made for the purposes of this Agreement, such determination or calculation, to the extent applicable and except as otherwise specified in this Agreement, shall be made in accordance with GAAP consistent with those in effect at the Closing Date.

9.3 General Construction; Captions. All definitions and other terms used in this Agreement are equally applicable to the singular and plural forms thereof, and all references to any gender include all other genders. The captions in this Agreement are for convenience only, and in no way limit or amplify the provisions hereof.

9.4 UCC Terms. Terms used in this Agreement that are defined in the UCC shall have the same meanings herein, except as otherwise expressly provided or amplified (but not limited) herein.

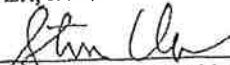
9.5 References to Documents and Laws. All defined terms and references in this Agreement with respect to any agreements, notes, instruments, certificates or other documents shall be deemed to refer to such documents and to any amendments, modifications, renewals, extensions, replacements, restatements, substitutions and supplements of and to such documents. Unless otherwise provided, all references to statutes and related regulations shall include any amendments thereof and any successor statutes and regulations.

[signatures commence on next page]

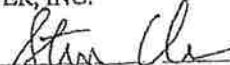
ENTERED INTO as of the date first written above.

**BORROWERS:**

AMORY REGIONAL MEDICAL  
CENTER, INC.

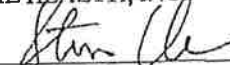
By:   
Steve Clapp, President

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

By:   
Steve Clapp, President

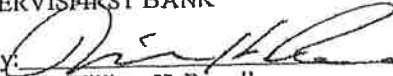
**GUARANTOR:**

CURAE HEALTH, INC.

By:   
Steve Clapp, President

**LENDER:**

SERVISFIRST BANK

By:   
William H. Berrell,  
Director, Healthcare Banking

[Signature Page to Loan Agreement]

**EXHIBIT A**

**BORROWING BASE CERTIFICATE**

This Borrowing Base Certificate is submitted pursuant to that certain Loan Agreement dated May 1, 2017 by and among AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("Amory"), BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("Batesville," and collectively with Amory, the "Borrowers"), CURAE HEALTH, INC., a Tennessee nonprofit corporation ("Guarantor"; the Borrowers and Guarantor are collectively referred to herein as the "Loan Parties"), and SERVISFIRST BANK, an Alabama state banking corporation ("Lender") (as such may be amended and/or restated from time to time, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have such meaning as set forth in the Loan Agreement:

\_\_\_\_\_ certifies that as of \_\_\_\_\_:

- (a) the outstanding principal balance under the Revolving Credit Note is: \$ \_\_\_\_\_
- (b) the amount of Eligible Accounts Receivable are: \$ \_\_\_\_\_
- (c) the Borrowing Base is (0.80 x (b)): \$ \_\_\_\_\_
- (d) the Maximum Revolver Amount is (the lesser of \$5,000,000 and (c)) \$ \_\_\_\_\_
- (e) the outstanding principal balance under the Note does not exceed the Maximum Revolver Amount;
- (f) the representations and warranties made by the Loan Parties in the Loan Agreement are true and accurate; and
- (g) no Default or Event of Default has occurred and is continuing under the Loan Agreement.

**BORROWERS:**

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

AMORY REGIONAL MEDICAL CENTER,  
INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## Schedule 1

### **Permitted Encumbrances**

#### **Amory Regional Medical Center, Inc.:**

1. Rights of tenants under unrecorded leases not shown by the public records.
2. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyances, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
3. Terms and conditions contained in Special Warranty Deed from Gilmore Memorial Hospital, Incorporated, a Mississippi non-profit corporation to Amory HMA, Inc., a Mississippi corporation, effective December 1, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057690.
4. Order of the Monroe County Board of Supervisors Vacating the Map and Plat of the Home Mortgage & Realty Company, Inc. Extension to Gilmore Sanitarium Addition to Oak Park Subdivision dated November 10, 2005, filed of record November 23, 2005 as Instrument Number 20057559.
5. Right-of-Way Grant from Gilmore Memorial Hospital to Mississippi Valley Gas Company dated April 14, 1983 and recorded in Book 275 Page 119.
6. Right-of-Way Grant from Gilmore Sanitarium, Inc. to Mississippi Valley Gas Company dated April 14, 1983 and recorded in Book 275 Page 121.
7. Ordinance No. 1454 of the City of Amory, Monroe County, Mississippi dated May 1, 1984, and recorded in Book 283 Page 86.
8. Surveyor's Certificate from Engineering Solutions, Inc. dated November 22, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057687.
9. Memorandum of Right of First Refusal executed by Gilmore Memorial Hospital, Incorporated, a Mississippi non-profit corporation dated November 29, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057691. Note, this exception will be deleted from the final policy.

10. Certificate of Incorporation of Amory HMA, Inc. a Delaware corporation dated September 23, 2008, filed of record April 13, 2009 and recorded as Instrument Number 2009002394.
11. Affidavit of Amory HMA, LLC (successor by conversion of Amory HMA, Inc., a Delaware corporation as successor by merger to Amory HMA, Inc., a Mississippi corporation) dated December 1, 2014, filed of record December 10, 2014 and recorded as Instrument Number 2014006847 and filed of record December 18, 2014 and recorded as Instrument 2014007009.
12. Ordinance No. 1483 of the City of Amory recorded in Book 318 Page 367.
13. Matters reflected on survey by Blew & Associates, PA, dated \_\_\_\_, and designated as Job No. 17-525.
14. The Part Time Lease dated October 21, 2015, by and between Amory HMA, LLC (Landlord) and Bryan C. Fagan, M.D. (Tenant). (1105 Earl Frye Blvd, Amory, MS)
15. The Part Time Lease dated December 7, 2015, by and between Amory HMA, LLC (Landlord) and Cardiology Associates of North Mississippi, P.A.(Tenant). (1105 Earl Frye Blvd, Amory, MS)
16. The Part Time Lease dated October 7, 2014, by and between Amory HMA, LLC (Landlord) and Ear Nose and Throat Physicians of North Mississippi, P.A.(Tenant). (1105 Earl Frye Blvd, Amory, MS)
17. The Medical Office Space Lease dated January 15, 2016, by and between Amory HMA, LLC (Landlord) and Vern M. Christensen, DPM P.A. LLC (Tenant). (1107 Earl Frye Blvd, Suite 1, Amory, MS)
18. The Physician Space Occupancy Agreement – Part Time dated January 1, 2014, by and between Amory HMA, LLC (Landlord) and Drayer Physical Therapy Institute, LLC (Tenant). (1111 Earl Frye Blvd, Amory, MS).
19. The Medical Office Space Lease dated June 1, 2016, by and between Amory HMA, LLC (Landlord) and Hoat Hoang, M.D. (Tenant). (1127 Earl Frye Blvd, Suite B, Amory, MS)
20. The Clinic Corp Lease Part Time dated September 22, 2015, by and between Amory HMA, LLC (Landlord) and Amory HMA Physician Management, LLC (Tenant). (1105 Earl Frye Blvd, Amory, MS) (Internal Lease)
21. The Clinic Corp Lease Full Time dated June 11, 2015, by and between Amory HMA, LLC (Landlord) and Amory HMA Physician Management, LLC (Tenant). (404 Gilmore Dr, Amory, MS) (Internal Lease)



22. The Clinic Corp Lease Full Time dated June 11, 2015, by and between Amory HMA, LLC (Landlord) and Amory HMA Physician Management, LLC (Tenant). (305 Hwy 45 North, Aberdeen, MS) (Internal Lease)
23. The Clinic Corp Lease Full Time dated June 11, 2015, by and between Amory HMA, LLC (Landlord) and Amory HMA Physician Management, LLC (Tenant). (1107 Earl Frye Blvd Suite 5, Amory, MS) (Internal Lease)
24. The Clinic Corp Lease Full Time dated June 11, 2015, by and between Amory HMA, LLC (Landlord) and Amory HMA Physician Management, LLC (Tenant). (1107 Earl Frye Blvd Suite 6, Amory, MS) (Internal Lease)
25. The Clinic Corp Lease Full Time dated June 11, 2015, by and between Amory HMA, LLC (Landlord) and Amory HMA Physician Management, LLC (Tenant). (1127 Earl Frye Blvd Suite A, Amory, MS) (Internal Lease)

**Batesville Regional Medical Center, Inc.:**

1. Rights of tenants under unrecorded leases not shown by the public records.
2. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyances, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
3. Juanita Taylor v. Alliance Health Partners, LLC d/b/a Tri-Lakes Medical Center, Civil Action No. 2010-299BP2 in the Circuit Court of the Second Judicial District of Panola County. Note, this exception will be deleted from the final policy.
4. Order in re: Physicians & Surgeons Hospital d/b/a Tri-Lakes Medical Center in the United States Bankruptcy Court for the Northern District of Mississippi Case No. 07-12967-DWH dated August 24, 2009, filed of record September 11, 2009 and recorded in Book 2009 Page 2283 Note, this exception will be deleted from the final policy.
5. Lease Agreement between Laverne Lovell, M.D. and Tri Lakes Medical Center dated November 1, 2006. Note, this exception will be deleted from the final policy.
6. Timeshare Lease Agreement between Alden Kirk, M.D. and Alliance Health Partners, LLC d/b/a Tri Lakes Medical Center dated January 1, 2010. Note, this exception will be deleted from the final policy.
7. Timeshare Lease Agreement between Sadanand Patil, M.D. and Alliance Health Partners, LLC d/b/a Tri Lakes Medical Center dated February 2, 2011. Note, this exception will be deleted from the final policy.
8. Lease Agreement between Alliance Health Partners, LLC and Batesville Family Medical Clinic dated January 1, 2011. Note, this exception will be deleted from the final policy.

**PARCEL 1, Tract I:**

9. Terms and conditions contained in Warranty Deed from Physicians and Surgeons Hospital Group, a Mississippi non-profit corporation dated September 4, 2009, filed of record September 11, 2009 and recorded in Book 2009 Page 2260.
10. All those matters shown on the survey of Old Panola County Hospital by Elliott and Britt Engineering, P.A., dated May 5, 2011.

11. Easement from Howard R. Hendrix and Marjorie O. Hendrix to American Telephone and Telegraph Company dated December 5, 1947, filed of record December 31, 1947 and recorded in Book 178 Page 181.
12. Subject to the terms and conditions contained in Warranty Deed from B. E. Boothe to State Highway Commission of Mississippi dated October 22, 1936, filed of record November 27, 1936 and recorded in Book X Page 85.
13. Matters reflected on survey by Blew & Associates, PA dated \_\_\_\_\_, and designated as Job No. 17-525.

**PARCEL 1, Tract II:**

14. Terms and conditions contained in Warranty Deed from Physicians and Surgeons Hospital Group, a Mississippi non-profit corporation dated September 4, 2009, filed of record September 11, 2009 and recorded in Book 2009 Page 2280 of the land records of the Second Judicial District of Panola County, MS
15. Agreed Order of Disbursement filed August 24, 2011 in the Chancery Court of the First Judicial District of Panola County, Mississippi in Cause No. S-10-12-265 in re Elizabeth Sanders v. Kathleen Sebelius, Secretary of the United States Department of Health and Human Services, et al. Note, this exception will be deleted from the final policy.
16. Covenants and Restrictions contained in Warranty Deed of Gift from Batesville Project, Inc. to South Panola County Hospital District dated April 12, 1998, filed April 21, 1998 and recorded in Book B-9 Page 304.
17. All those matters shown on the survey of New Panola County Hospital by Elliott and Britt Engineering, P.A., dated May 5, 2011.
18. Matters reflected on survey by Blew & Associates, PA, dated \_\_\_\_\_, and designated as Job No. 17-526.
19. The Medical Office Lease dated November 5, 2014, by and between Alliance Health Partners, LLC (Tri Lakes Medical Center) (Landlord) and Batesville Family Medical Clinic, PLLC (Tenant). (303 Medical Center Dr, Suite 100, Batesville, MS)
20. The Part Time Lease dated January 15, 2016, by and between Alliance Health Partners, LLC (Merit Health Batesville) (Landlord) and Joseph E. Ruder II (Tenant). (303 Medical Center Dr, Suite A, Batesville, MS)
21. The Physician Space Occupancy Agreement – Part Time dated June 1, 2014, by and between Alliance Health Partners, LLC (Landlord) and Semmes-Murphey, P.C. (Tenant). (303 Medical Center Dr, certain suite from Ex A, Batesville, MS).

22. The Helicopter Medical Transportation Facilities Lease dated January 19, 2016, by and between Alliance Health Partners, LLC (Landlord) and Air Evac EMS, Inc. (Tenant). (helipad, fuel facilities, crew quarters and hangar, Batesville, MS).
23. The Clinic Corp Lease Part Time dated February 19, 2016, by and between Merit Health Batesville (Landlord) and Clarksdale HMA Physician Management, LLC (Tenant). (303 Medical Center Dr, Suite A, Batesville, MS) (Internal Lease)

**Schedule 3.6**

**Investments, Advances, and Guaranties**

Curae Health, Inc. is a guarantor of the following loans:

1. Loan Agreement by and between Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc., Curae Health, Inc., and CHS/Community Health Services, Inc., of even date herewith.
  - a. Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc. are the borrowers.
  - b. Curae Health, Inc. is the guarantor.
  - c. Term Loan: \$14,200,000.
2. Promissory Note by and between Curae Health, Inc., Lakeland Community Hospital, Inc., Northwest Medical Center, Inc., Russellville Hospital, Inc., and USDA Rural Development, dated December 14, 2015.
  - a. Russellville Hospital, Inc. is the borrower.
  - b. Curae Health, Inc., Lakeland Community Hospital, Inc., and Northwest Medical Center, Inc. are the guarantors.
  - c. Term Loan: \$19,835,000
3. Loan Agreement by and between Russellville Hospital, Inc., Lakeland Community Hospital, Inc., Northwest Medical Center, Inc., Curae Health, Inc., and ServisFirst Bank, dated December 31, 2014, as amended by that certain First Amendment to Term Note and Loan Agreement, dated December 31, 2014, and as further amended by that Second Amendment to Loan Agreement, dated September 21, 2015.
  - a. Russellville Hospital, Inc. is the borrower.
  - b. Curae Health, Inc., Lakeland Community Hospital, Inc., and Northwest Medical Center, Inc. are the guarantors.
  - c. Term Loan: \$3,000,000; revolving credit loan: \$3,000,000

**Schedule 3.7**

**Liabilities, Litigation, Labor Disputes, Etc.**

The Loan Parties have the following liabilities:

1. Loan Agreement by and between Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc., Curae Health, Inc., and CHS/Community Health Services, Inc., of even date herewith.
  - a. Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc. are the borrowers.
  - b. Curae Health, Inc. is the guarantor.
  - c. Term Loan: \$14,200,000
2. Agreement for Purchase and Sale of Real Estate by and between Curae Health, Inc. and CHCT Mississippi, LLC, of even date herewith.
  - a. Curae Health, Inc. is the seller of certain real estate.
  - b. Purchase Price: \$4,074,594.00

**Schedule 5.10**

**To be Subdivided Amory Property**

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 12 SOUTH, RANGE 18 WEST, MONROE COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, THENCE N86°36'48"E 32.05', THENCE S01°33'48"E 546.70' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE N88°26'12"E 180.02', THENCE N45°51'35"E 69.45', THENCE N90°00'00"E 121.44', THENCE S43°59'59"E 82.25', THENCE S76°56'54"E 151.14', THENCE S76°35'26"E 80.91', THENCE S25°35'59"W 331.60', THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 4091.00', AN ARC LENGTH OF 174.44', AND A CHORD BEARING AND DISTANCE OF S25°56'49"W 174.43', THENCE S86°29'52"W 190.20', THENCE N01°37'11"W 74.91', THENCE S86°25'10"W 210.11', THENCE N01°42'39"W 144.94', THENCE N01°33'48"W 319.77' TO THE POINT OF BEGINNING. CONTAINING 6.08 ACRES MORE OR LESS.



This instrument was prepared by, and once recorded please return to: Robert C. Hannon and Lisa Usry (MS Bar 100030), Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700, Nashville, TN 37203, telephone: (615) 252-2372.

Borrower: Amory Regional Medical Center, Inc., Attention: Steve Clapp, c/o Curae Health, Inc., 121 Leinhart Street, Clinton, TN 37716, telephone: 865-269-4074

Lender: ServisFirst Bank, 1801 West End Ave #110, Nashville, TN 37203, telephone: (615) 921 - 3523

Trustee: Robert C. Hannon, Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700 P.O. Box 340025, Nashville, TN 37203, telephone (615) 252-2372

Indexing instructions: SW ¼ §31 T12S R8W Monroe County MS

**MISSISSIPPI DEED OF TRUST,  
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THIS MISSISSIPPI DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Deed of Trust**"), executed as of May 1, 2017, by AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Borrower**"), in favor of Robert C. Hannon ("**Trustee**"), for the use and benefit of SERVISFIRST BANK, an Alabama state bank and its successors and assigns ("**Lender**").

**W I T N E S S E T H:**

WHEREAS, Borrower desires to secure repayment of the indebtedness described in Section 2 hereof by a conveyance of the Premises (hereinafter defined); and

WHEREAS, Lender accepts the benefits of this Deed of Trust;

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the Borrower and Lender agree as follows:

**1. Premises.** Borrower conveys and warrants unto Trustee, all of Borrower's right, title and interest in and to the following described property and property rights (whether now owned or hereafter acquired by Borrower) and all replacements and additions thereto (hereinafter referred to collectively as the "**Premises**"):

The real property more particularly described on Exhibit A attached hereto and incorporated herein by reference;

TOGETHER with all buildings, structures and other improvements now or hereafter located on all or any part of the Premises;

TOGETHER with all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Premises;

TOGETHER with any and all tenements, hereditaments, easements and appurtenances, reversions and remainders pertaining to the Premises;

TOGETHER with all fixtures of every kind and nature, now or hereafter located in, on or under the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises, along with the additional personalty described in more detail in Section 4 hereof;

TOGETHER with any and all leases and contracts affecting the Premises both presently existing and hereafter arising, and all rents, income, or profits which are now due or may hereafter become due by reason of the renting, leasing or bailment of all or part of the Premises, all of which are hereby assigned to Lender as further security for the repayment of the indebtedness described in Section 2 hereof; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the Premises, to the extent of all amounts which may be secured by this Deed of Trust at the date of any such award or payment including but not limited to the reasonable attorneys' fees, costs and disbursements incurred by the Trustee and/or the Lender in connection with the collection of such award or payment.

TO HAVE AND TO HOLD the foregoing Premises and rights hereby granted to the use and benefit of Trustee, his successors and assigns forever.

**2. Trust Created; Indebtedness Defined.** This conveyance is made IN TRUST in order to secure prompt payment in full of any and all indebtedness or obligations owned by Borrower to Lender, including without limitation the following (hereinafter the "**Secured Indebtedness**"):

(a) All obligations evidenced by that certain Loan Agreement of even date herewith by and among Borrower, the other Borrowers described therein, the Guarantor, and Lender, as such may be amended and/or restated from time to time (the "**Loan Agreement**"; capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement), along with all obligations under all other Loan Documents, including the \$14,000,000 Term Note and \$5,000,000 Revolving Credit Note (the "**Notes**");

(b) All sums advanced by Lender to Borrower or expended by Lender in order to preserve, protect or enhance the value of the Premises pursuant to the terms of this Deed of Trust, or otherwise, with interest thereon at the same rate as is provided in the Note, and the faithful performance of all terms and conditions contained herein, all of which Borrower agrees to pay to Lender ON DEMAND;

(c) The prompt payment of all court costs, expenses, interest and costs of whatever kind incident to the collection of any indebtedness secured hereby and the enforcement or protection of the lien created by this conveyance (including without limitation reasonable attorneys' fees), all of which Borrower agrees to pay to Lender ON DEMAND; and

(d) All obligations and other liabilities of Borrower to the Lender or any affiliate of Lender in respect of any of the following services provided to Borrower by the Lender or affiliate of Lender: (i) any treasury or other cash management services, including (A) deposit account, (B) automated clearing house (ACH) origination and other funds transfer, (C) depository (including cash vault and check deposit), (D) zero balance accounts and sweep, (E) return items processing, (F) controlled disbursement, (G) positive pay, (H) lockbox, (I) account reconciliation and information reporting, (J) payable outsourcing, (K) payroll processing, and (L) trade finance services, and (ii) card services, including (A) credit card (including purchasing card and commercial card), (B) prepaid card, including payroll, stored value and gift cards, (C) merchant services processing, and (D) debt service card services.

### **3. Assignment of Leasehold Estates Affecting Premises.**

(a) As additional security hereunder, Borrower hereby assigns to Lender the rents from any lease or sublease of the Premises and the proceeds of this right shall be treated as cash collateral; provided, that prior to the occurrence of an Event of Default hereunder (hereinafter defined), Lender agrees to permit Borrower to collect and retain such rents as they become due and payable. Nothing in this section shall waive Lender's right to grant or withhold consent as to any lease or sublease affecting the Premises.

(b) Borrower shall faithfully perform the covenants of Borrower as lessor (or, as lessee, as the case may be) under any present and future leases, affecting all or any portion of the Premises, and shall neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of Borrower, Lender or Trustee therein or thereunder.

(c) Borrower, without first obtaining the written consent of Lender thereto, shall not (i) consent to the cancellation or surrender of any lease of all or any part of the Premises, now or hereafter existing, (ii) modify any such lease to shorten the unexpired term thereof, or to decrease the amount of the rent payable thereunder, or (iii) collect rents from the Premises for more than one month in advance.

(d) Promptly upon a request by Lender, but not more than once during any calendar year, Borrower shall procure and deliver to Lender at the time of executing this Deed of Trust, or at any time within thirty (30) days after notice and demand by Lender, estoppel letters or certificates from each lessee, tenant or occupant in possession of the Premises (or from each lessor, as the case may be), in form and substance satisfactory to Lender.

(e) Each lease pertaining to the Premises, or any part thereof, shall expressly provide, or shall be deemed to provide, that in the event of the enforcement by Lender of the remedies provided for by law or by this Deed of Trust, the lessee or tenant thereunder will, at the option and request of Lender (or any other person or entity succeeding to the interest of Lender) as a result of such enforcement, automatically become the lessee or tenant of Lender (or said successor in interest), without change in the terms or other provisions of said lease; provided, however, that Lender (and said successor in interest) shall not be bound by any payment of rental or additional rental for more than one (1) month in advance, except prepayments in the nature of security for the performance by said lessee or tenant of its obligations under said lease. Each lease pertaining to the Premises shall also provide that, upon request by said successor in interest, the lessee or tenant thereunder shall deliver an instrument or instruments confirming such attornment.

(f) Notwithstanding any other provisions of this Deed of Trust, Borrower shall not enter into any lease affecting the Premises, or any part thereof, without the prior written consent

of Lender unless such lease contains the following conditions: (i) each such lease shall contain a provision that the rights of the parties thereunder are expressly subordinate to all of the rights and title of Lender under this Deed of Trust; (ii) each such lease shall contain a provision whereby the parties thereunder expressly recognize and agree that, notwithstanding such subordination, Lender may, at its option, sell the Premises in the manner provided herein below subject to such lease; and (iii) at or prior to the time of the execution of any such lease, Borrower shall, as a condition to such execution, procure from the other party or parties thereto an agreement in favor of Lender, in form and substance satisfactory to Lender, under which such party or parties agree to be bound by the provisions of this Deed of Trust regarding the manner in which Lender may foreclose or exercise the power of sale under this Deed of Trust.

(g) Upon the occurrence of an Event of Default hereunder, Lender may, at its option, with or without notice or demand of any kind, exercise any or all of the following remedies in addition to the other remedies provided herein:

(i) Perform any and all obligations of Borrower under any or all of the leases affecting the Premises and exercise any and all rights of Borrower thereunder as fully as Borrower itself could, including, without limiting the generality of the foregoing: enforcing, modifying, extending or terminating any or all of the leases; collecting, modifying, compromising, waiving or increasing any or all of the rents payable thereunder; and obtaining new tenants and entering into new leases with respect to the Premises on any terms and conditions deemed desirable by Lender, and, to the extent Lender shall incur any costs or expend any monies in connection with the performance of any obligations of Borrower, including costs of litigation (including reasonable attorneys' fees), then all such costs shall become a part of the Secured Indebtedness, shall bear interest from the incurring thereof at the maximum nonusurious rate of interest then and thereafter in effect, and shall be due and payable on demand;

(ii) In Borrower's or Lender's name, institute any legal or equitable action which Lender in its sole discretion deems desirable to collect and receive any or all of the rents, issues and profits assigned herein;

(iii) Collect the rents, issues and profits and any other sums due under the leases and/or with respect to the Premises and apply the same, as follows:

- (1) First, against all costs and expenses, including reasonable attorneys' fees, incurred in connection with the operation of the Premises, the performance of Borrower's obligations under the leases and the collection of the rents thereunder;
- (2) Second, to the costs and expenses, including reasonable attorneys' fees, incurred in the collection of any or all of the Secured Indebtedness;
- (3) Third, to any or all unpaid principal of and interest on the Secured Indebtedness, in such order of priority as Lender shall determine, in its sole discretion; and
- (4) Fourth, to Borrower, or to the person or entity lawfully entitled thereto;

(iv) Lender shall have full right to exercise any or all of the foregoing remedies without regard to the adequacy of the security for any or all of the Secured Indebtedness, and with or without the commencement of any legal or equitable action or the appointment of any receiver or trustee.

4. **Security Agreement.** This document is intended, among other things, to be a security agreement. Accordingly, Borrower hereby grants to Lender a security interest pursuant to the Uniform Commercial Code as adopted by Mississippi (the "UCC") in all fixtures and personal property presently or hereafter owned by Borrower and located on or used in the operation of the Premises, including, but not limited to, all fixtures, construction materials, goods, equipment, furniture and inventory, and all accessions, additions and replacements thereof, and all presently owned and hereafter acquired contract rights, accounts, deposit accounts, and general intangibles pertaining to the Premises or Borrower's operation of an enterprise thereon, together with all products and proceeds of the foregoing, including insurance proceeds. Borrower also grants to Lender a security interest pursuant to the UCC in any and all assets and personal property, whether presently existing or hereafter acquired or arising and wherever located, including without limitation, Gross Revenues (as defined in the Loan Agreement), all accounts, chattel paper, deposit accounts, documents, electronic chattel paper, equipment, fixtures, general intangibles, goods, health-care-insurance receivables, instruments, inventory, investment property, letter-of-credit rights, payment intangibles, promissory notes, software, any commercial tort claims hereafter identified by Borrower in any authenticated record delivered to Lender and all supporting obligations, products and proceeds of any of the foregoing. To the extent permitted by law, Borrower hereby authorizes Lender to file any financing statement amendment or continuation describing the fixtures, without Borrower's signature, in all applicable filing offices. Borrower shall pay all costs and transfer taxes required to be paid in order to file such financing statements in the appropriate place or places. This Deed of Trust shall constitute a financing statement for purposes of local filing requirements. Without the prior written consent of Lender, Borrower shall not create or suffer to be created, pursuant to the UCC, any other security interest in said personalty, including replacements and additions thereto and the proceeds thereof. Upon the occurrence of an Event of Default or Borrower's breach of any other covenants or agreement between the parties entered into in conjunction herewith, Lender shall have the remedies of a secured party under the UCC and, at Lender's option, the remedies provided for in this Deed of Trust.

5. **Additional Representations, Covenants and Warranties of Borrower.** Borrower further represents to Lender and covenants and agrees with the Lender as follows:

(a) **Title.** Borrower warrants that Borrower has a marketable fee simple title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that Borrower will forever warrant and defend the title to the Premises unto Trustee against the claims of all persons whomsoever; and that the Premises are unencumbered except as set forth on Exhibit B hereto.

(b) **No Liens or Assessments.** Borrower will not suffer or permit any lien (other than the lien of this Deed of Trust and Permitted Encumbrances, as defined within the Loan Agreement), lis pendens, attachment, cloud on title or assessment (other than current taxes not delinquent) to encumber the Premises. Lender has not consented and will not consent to the performance of any work or the furnishing of any materials which might be deemed to create a lien or liens superior to the lien hereof.

(c) **Insurance.** Borrower shall keep the Premises insured for the benefit of Lender against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke and other such hazards, in an amount equal to ninety percent (90%) of full insurable value of the Premises. Additionally, Borrower shall maintain all insurance required by the terms of the Loan Agreement, including without limitation general liability insurance, in such amounts as are standard in the industry for the Premises. All insurance shall be in form and substance satisfactory to and issued by insurance companies approved by Lender. Borrower hereby assigns and shall deliver to Lender, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Lender, without contribution by Lender, pursuant to the New York Standard or other mortgagee clause satisfactory to Lender.

In the event of a foreclosure of this Deed of Trust, the purchaser of the Premises shall succeed to all the rights of Borrower, and to all policies of insurance hereby assigned to Lender.

Should any loss occur to the insured Premises, Lender is hereby appointed attorney in fact for Borrower to make proof of loss if Borrower fails to do so promptly, and to receipt for any sums collected under said policies, which sums, or any part thereof, at the option of Lender, may be applied either as payment on the Secured Indebtedness or to the restoration or repair of the Premises so damaged or destroyed. Borrower promptly will give written notice to Lender of any loss or damage to the Premises and will not adjust or settle such loss without the written consent of Lender. In the event of any default under this Deed of Trust or the Loan Agreement, all right, title and interest of Borrower in and to any insurance policies then in force, and particularly to the unearned premiums therein and existing claims thereunder, shall pass to Lender, which, at its option and as attorney in fact for Borrower, may make, settle and give binding acquittances for claims under said policies and may assign and transfer said policies or cancel and surrender the same applying any unearned premiums in such manner as it may elect. In case of Borrower's failure to keep the Premises so insured, Lender or its assigns, may, at its option (but shall not be required to) effect such insurance at Borrower's expense.

(d) Preservation and Maintenance of the Premises. Borrower shall maintain the Premises in good condition and repair, shall not commit or suffer any waste, impairment or deterioration of the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Subject to the provisions of paragraph 5(f), Borrower shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this Deed of Trust, which may be affected by any eminent domain or condemnation proceeding. No part of the Premises, including but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter conveyed as security pursuant to this Deed of Trust, shall be removed, demolished or materially altered without the prior written consent of Lender. Borrower shall complete within a reasonable time and pay for any building, structure or other improvement at any time in the process of construction on the Premises herein conveyed. Borrower shall not initiate, join in, or consent to any change in any easement, private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof, without the prior written approval of Lender; provided, however, that Borrower may initiate, join in, or consent to changes in any easements, private restrictive covenant, zoning ordinance, or other public or private restrictions without Lender's prior written consent if such change has no material, adverse affect on the Premises. Lender and any persons authorized by Lender shall have the right to enter and inspect the Premises and access thereto shall be permitted for that purpose.

(e) Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially adversely affects Lender's interest in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a debtor under applicable bankruptcy laws, then Lender, at Lender's option, without notice to Borrower, may make such appearances, disburse such sums and take such action as is reasonably necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this Deed of Trust, with interest thereon, shall become additional Secured Indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Notes. Nothing contained in this Article or in this Deed of Trust shall require Lender to insure the Premises, maintain or renew policies of insurance, pay taxes, discharge liens, pay any expense or do any act whatsoever to protect or preserve the Premises.

(f) Eminent Domain or Condemnation. Notwithstanding any taking of any part of the Premises by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises, by any public or quasi public authority or corporation, Borrower shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Lender of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Lender, be retained and applied by Lender toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Borrower for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Lender, but Lender shall not be obligated to assume the proper application of any amount paid over to Borrower. If, prior to the receipt by Lender of such award or payment, the Premises shall have been sold on foreclosure of this Deed of Trust, Lender shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with interest thereon at the maximum nonusurious rate of interest permitted to be charged at the time, whether or not a deficiency judgment on this Deed of Trust shall have been sought or recovered or denied, and to the extent of the reasonable counsel fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment.

(g) Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Premises.

(h) Transfer of the Premises. In the absence of the Lender's prior written consent, if all or any part of the Premises or any interest therein is sold, transferred, encumbered or restricted, including, without limitation, (i) the creation of a lien, charge, restriction or encumbrance against the Premises whether or not subordinate to this Deed of Trust, (ii) the execution of a contract to sell, lease or otherwise dispose of all, part of, or any interest in, the Premises, except for a bona fide purchase agreement under which possession is not delivered prior to closing and the Secured Indebtedness is to be satisfied in full (subject to any applicable prepayment penalties), (iii) the transfer of all, part of, or any interest in the beneficial or equitable title to the Premises, or (iv) subject to a thirty (30) day cure period, the filing of any tax lien, judgment lien or any other type of lien against the Premises, Lender may, at any time after Lender acquires actual knowledge of the actual or attempted sale, transfer, disposition, encumbrance or restriction, declare all Secured Indebtedness to be immediately due and payable.

(i) Discharge Liens. Borrower will promptly pay and settle or cause to be removed all claims or liens against all or any part of the Premises which affect the rights of Lender hereunder or, at Lender's option, will provide Lender with acceptable security for the satisfaction thereof, and Borrower will appear in and defend any action or proceeding purporting to affect the Premises or the lien of this Deed of Trust or the rights or powers of Lender hereunder, and Borrower will pay all expenses incidental thereto; and if it shall become necessary for Lender to bring or defend any action to protect or establish any of its rights hereunder, Borrower will pay (in addition to costs and expenses allowed by law), the reasonable costs of bringing or defending such action, including reasonable attorneys' fees. In the event acceleration of payment of the unpaid portion of the Secured Indebtedness hereby is declared, but no sale is made, or if Lender elects not to pursue its other remedies at law or in equity, such acceleration shall be held for naught, and the Secured Indebtedness shall be deemed to mature as originally provided in the instruments evidencing the Secured Indebtedness, but without waiving the right of Lender again to declare a default for the same or a different event of default.

(j) Rents During Insolvency Proceeding. Should the Premises be involved in any insolvency, receivership, bankruptcy, or other proceedings affecting the possession of said



Premises, it is further covenanted and agreed that Trustee or Lender shall be entitled to all of the rents, issues and profits realized from or during any such proceedings, whether or not there shall exist a default under this Deed of Trust. Such rents shall be treated as cash collateral.

(k) Payment of Secured Indebtedness. To pay to the Lender, when due, the interest, principal and other sums constituting the Secured Indebtedness.

(l) Management of Premises. Borrower shall not enter into any management agreement (except for the Management Agreement, as defined within the Loan Agreement) related to the Premises without Lender's prior written consent and any such agreement shall be specifically subordinate to this Deed of Trust.

**6. Events of Default.** The occurrence of any of the following events shall constitute an Event of Default hereunder:

- (a) An Event of Default, as defined therein, shall occur under the Loan Agreement;
- (b) Borrower shall abandon the Premises;
- (c) should any representation or warranty of Borrower herein contained, or contained in any instrument, transfer, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, reasonably appear to be untrue or misleading in any material aspect;
- (d) should Borrower breach any covenant or promise made in this Deed of Trust; or
- (e) should any state, local or federal tax lien or claim of lien for labor or material be filed of record against Borrower or the Premises and not be removed by payment or bond within thirty (30) days from date of recording.

To the extent permitted by law, Borrower waives any notice of default except for notices required by the Loan Agreement or any other Construction Loan Documents.

**7. Remedies.** Upon the occurrence of any Event of Default and the acceleration of the maturity of the Secured Indebtedness, the Lender, or other agent of the Lender, may take any one or more of the following actions:

- (a) declare any and all indebtedness secured by this Deed of Trust to be due and payable immediately
- (b) enter upon and take possession of the Premises without applying for or obtaining the appointment of a receiver;
- (c) employ a managing agent of the Premises and let the same, either in Trustee's own name, in the name of Lender or in the name of Borrower, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness;
- (d) pay any sums in any form or manner deemed expedient by Lender to protect the security of this Deed of Trust, to prepare the Premises for foreclosure sale or to cure any Event of Default other than payment of interest or principal on the Secured Indebtedness;
- (e) exercise any or all of the other rights and remedies provided for herein, and any other right or remedy available under law or in equity, including, but not limited to, rights and remedies of a secured party under the UCC.

(f) instruct the Trustee to foreclose this Deed of Trust.

In the event of foreclosure, Trustee shall, at the request of Lender, sell the Premises or any part of the Premises to satisfy and pay the Secured Indebtedness, and all impositions, if any, with accrued interest thereon, and all expenses of sale and all proceedings in connection therewith, including attorneys' fees and other costs of sale, to the highest bidder for cash. "Cash" may include wire transfers or other forms of present payment that are satisfactory to Lender. The sale of the Premises or any part thereof shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county in which the Premises is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same period of time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original parties to this Deed of Trust. Borrower waives the provisions of Miss. Code Ann. Section 89-1-55 and Section 111 of the Constitution of the State of Mississippi, as amended from time to time, as far as these sections restrict the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the Premises as a whole or in parts regardless of how it is described. If the Premises is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county or judicial district the sale of the Premises is to be made, newspaper advertisement published, and notice of sale posted, and Trustee's selection shall be binding upon Borrower and Lender. Trustee shall have full power to fix the day, time and place of sale and may sell the Premises in parcels or as a whole as he may deem best. Trustee may determine any details of sale not otherwise specified herein. At or in connection with any such sale, Trustee shall not be required to be physically present, or to have constructive possession of the Premises (Borrower hereby covenanting and agreeing to deliver to Trustee any portion of the Premises not actually or constructively possessed by Trustee immediately upon demand by Trustee) and the title and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale. An agent of Trustee may post the notice of sale, conduct the sale or take any other actions required herein of Trustee, and the appointment of agent need not be in writing or recorded. Trustee may, from time to time and from day to day, adjourn said sale by giving notice at the time and place of such continued sale at the time when and where Trustee shall make such adjournment. Each and every recital contained in every instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Secured Indebtedness, advertisement and conduct of such sale in the manner provided herein and otherwise by law and by appointment of any successor Trustee hereunder, and any and all prerequisites to the validity of such sale shall conclusively be deemed to have been performed. Trustee may sell all or part of the Premises subject to any leases, easements or other interests in the Premises. The receipt of Trustee or of such other party making the sale shall be a sufficient discharge to the purchaser at the sale for his purchase money and no such purchaser, or his assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or non-application thereof. Borrower shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Borrower, and against any and all other persons claiming any part of the Premises through Borrower. If Borrower or anyone claiming title through Borrower remains in possession of the Premises after the sale, they shall be deemed tenants at sufferance. The sale by Trustee, or Trustee's substitute or successor, of less than the whole of the Premises shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make a successive sale or sales under such power until the whole of the Premises shall be sold; and, if the proceeds of such sale of less than the whole of the Premises shall be less than the aggregate of the Secured Indebtedness and the expense of enforcing this Deed of Trust as provided herein, this Deed of Trust and the lien hereof shall remain in full force and effect as to the unsold portion of the Premises just as though no sale has been made; provided, however, that Borrower shall never have any right to require the sale of less than the whole of the Premises but Lender shall have the right, at its sole election, to request Trustee to sell less than the whole of the Premises. The power of sale granted herein shall not be exhausted by any sale held hereunder by Trustee or his substitute or successor, and such power of sale may be exercised from time to time and as many times as Lender may

deem necessary until all of the Premises has been duly sold and all Secured Indebtedness have been fully paid.

The proceeds of any sale under this Deed of Trust will be applied in the following manner:

**FIRST:** Payment of the costs and expenses of the sale, including, without limitation, Trustee's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of Trustee, together with interest on all advances made by Trustee from date of disbursement at the applicable interest rate under the Notes from time to time or at the maximum rate permitted to be charged by Trustee under the applicable law if that is less.

**SECOND:** Payment of all sums expended by Lender under the terms of this Deed of Trust and not yet repaid, together with interest on such sums from date of disbursement at the applicable interest rate under the Notes from time to time or the maximum rate permitted by applicable law if that is less.

**THIRD:** Payment of all other indebtedness secured by this Deed of Trust in any order that the Lender chooses.

**FOURTH:** The remainder, if any, to the person or persons legally entitled to it.

#### **8. Miscellaneous Provisions.**

(a) Trustee's Compensation. Trustee is and shall be entitled to reasonable compensation for all services rendered hereunder, or in connection with the trust herein provided, and in addition, Trustee shall be entitled to receive a reasonable sum for an examination of the title at the date of sale to assure himself as to what person is entitled to receive any surplus which may remain after discharging the liens hereby created. Trustee's compensation, together with any and all necessary and reasonable expenses, charges, counsel fees, including fees for legal advice concerning his rights and duties in the Premises, and other disbursements incurred by Trustee in discharge of his duties as such, shall be a further charge and lien upon said Premises and enforced as part of the Secured Indebtedness.

(b) Substitute Trustee. Trustee shall be under no duty to take any action hereunder except as expressly required herein or by law. Trustee shall have the right to select, employ and consult with counsel, and shall not be liable to Borrower or Lender for actions taken in good faith. Trustee shall be deemed to have acted in good faith if it acts on advice of counsel. Trustee may rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. Borrower shall pay all reasonable costs, fees and expenses incurred by Trustee and Trustee's agents and counsel in connection with the performance by Trustee of its obligations hereunder, and all such costs, fees and expenses shall be secured by this Deed of Trust. Borrower's obligations under this section shall not be reduced or impaired by principles of comparative or contributory negligence. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from other moneys (except to the extent required by law). Trustee shall have no duty to pay interest on any moneys received by him hereunder. Trustee may resign at any time and for any reason by giving written notice to the Borrower and the Lender at the addresses listed for them in this Deed of Trust. If Trustee or any successor Trustee shall die, resign or become disqualified from acting in the execution of this trust, or Lender shall desire for any reason to appoint a substitute trustee, Lender shall have full power to appoint one or more substitute Trustees and, if preferred, several substitute Trustees in succession who shall succeed to all the estates, rights, powers and duties of Trustee ("**Substitute Trustee**"). The instrument appointing such substitute Trustee(s) may be executed by any officer, authorized agent or attorney in fact of Lender, and as so executed, such

instrument shall be conclusively presumed to be executed with authority, valid and sufficient, without further proof of any action. Upon any such appointment, all of the powers, rights and authority of the Trustee shall immediately become vested in such successor. In no event or circumstance shall Trustee or any substitute Trustee hereunder be personally liable under or as a result of this Deed of Trust, either as a result of any action by Trustee (or any substitute Trustee) in the exercise of the powers hereby granted or otherwise, except that Trustee shall be personally liable for its gross negligence or willful misconduct.

(c) Future Advances. This Deed of Trust secures all future advances by Lender of principal, regardless of whether such future advances are (a) optional or obligatory, (b) additional advances of principal or advances to protect the Premises, (c) being advanced for the same purpose as advances previously made, (d) arising out of the same transaction as previous advances, or (e) currently within the contemplation of the parties. The priority of all such future advances shall relate back to the date of filing of this Deed of Trust.

(d) Marshaling Not Required. If the Secured Indebtedness, or any part thereof, is now or hereafter further secured by chattel mortgages, other deeds of trust, security interests, pledges, contracts of guaranty, endorsements, assignments of leases or other securities, Lender may, at its option, exhaust any one or more of said securities and the security hereunder either concurrently or independently, and in such order as it may determine, and Lender shall not be required to marshal assets.

(e) Sale by Foreclosure of Prior Encumbrances. In the event that this Deed of Trust shall now or at any time after the date hereof be subordinate to any other encumbrance on the Premises, Borrower hereby agrees that the lien of this conveyance shall extend to the entire interest of Borrower in the Premises conveyed hereby, and shall extend to the interest of Borrower in the proceeds from any sale of the Premises, whether by foreclosure of any such prior encumbrance or otherwise, to the extent any such proceeds exceed the amount necessary to satisfy such prior encumbrance(s). Any trustee or other person conducting any such sale or foreclosure is hereby directed to pay such excess proceeds to Lender to the extent necessary to pay the Secured Indebtedness in full, notwithstanding any provision to the contrary contained in any prior encumbrance.

(f) Extensions, Etc. Lender may without the consent of any other parties, agree to extend the time for payment of all or any part of the Secured Indebtedness, or reduce, rearrange or otherwise modify the terms of payment thereof, or accept a renewal note or notes therefor, without notice to or the consent of any junior lienholder or any other person having an interest in the premises subordinate to the lien of this Deed of Trust. No such extension, reduction, modification or renewal shall affect the priority of this Deed of Trust or impair the security hereof in any manner whatsoever, or release, discharge or otherwise affect in any manner the personal liability of Borrower to Lender or the liability of any other person now or hereafter liable for payment of the Secured Indebtedness or any part thereof.

(g) Further Assurances. Borrower agrees to furnish Trustee and Lender with such further instrument, documents and certificates and to take such further actions as Lender may deem reasonably necessary in order to perfect and/or maintain the perfection and priority of the lien of this Deed of Trust on the Premises.

(h) Greater Estate. In the event that Borrower is the owner of a leasehold estate or any other estate less than a fee simple with respect to any portion of the Premises and, prior to the satisfaction of the Secured Indebtedness and the cancellation of this Deed of Trust of record, Borrower obtains any greater estate or interest in the Premises, then such greater estate shall

automatically and without further action of any kind on the part of Borrower pass to Trustee and be and become subject to the lien and all the terms of this Deed of Trust.

(i) No Merger. Acquisition of the Premises by the Lender shall not effect a merger of this Deed of Trust which shall not be released except by a Notice of Cancellation or Release executed by Lender and filed in the appropriate Chancery Clerk's office.

(j) Modification of Deed of Trust; Waiver. No amendment to or modification of this Deed of Trust or waiver of any of the terms hereof shall be valid or effective unless the same is in writing signed by and between Borrower and Lender (without necessity of joinder therein by the Trustee).

(k) After Acquired Rights. As security for all obligations secured by this Deed of Trust, Borrower hereby irrevocably grants, conveys, transfers and assigns to Lender, with, to the extent permitted by applicable law, power of sale and right of entry and possession, all right, title, and interest in and to the Realty that may hereafter be acquired by Borrower. Without limitation of the foregoing, if Borrower should acquire any interest or estate in the Realty or any component thereof that Borrower does not presently hold, then this Deed of Trust shall encumber and constitute a lien upon any and all of such interest or estate, without further act or instrument by Lender, Borrower or any third party. Borrower immediately shall notify Lender of any such acquisition. Upon request of Lender and without cost or expense to Lender, Borrower will execute, acknowledge and deliver all such further instruments and assurances as Lender shall reasonably require to ratify, confirm, or perfect Lender's lien on any right, title, interest or estate in or to the Realty acquired at any time hereafter. This entire *Section 7.2* is subject to compliance with all applicable law.

(l) Time is of Essence. Borrower agrees that where, by the terms hereof or the Loan Agreement or the Notes, a day is named or a time as fixed for the payment of any sum of money or the performance of any agreement, the time stated is an important part of the consideration and is of the essence of the whole contract.

(m) Forbearance by Lender Not a Waiver. Any indulgence or departure at any time and from time to time by Lender from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by Borrower.

(n) Remedies Cumulative. The rights of Trustee and Lender, granted and arising under the clauses and covenants contained in this Deed of Trust, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Trustee and Lender may have under any other loan documents or at law or in equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Trustee or Lender shall be construed as an election to proceed under any one provision herein or under the Notes to the exclusion of any other provisions, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

(o) Right to Bring Suit. Lender shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this Deed of Trust, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Trustee and/or Lender thereafter to enforce any appropriate remedy

against Borrower, including an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

(p) Appointment of Receiver. Upon any default hereunder which is not cured within any applicable cure period, Lender may, in person, by agent, or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Premises. All Rents collected subsequent to delivery of written notice by Lender of an uncured default hereunder shall be applied first to the costs, if any, of taking control of and managing the Premises and collecting the Rents, including, without limitation, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of maintenance and repairs to the Premises, premiums on insurance policies, taxes, assessments, and other charges on the Premises, and the costs of discharging any obligation or liability of the landlord under the Leases, and then to the indebtedness secured hereby. Lender and the receiver shall be liable to account only for those Rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower, or anyone having an interest in the Premises by reason of anything done or left undone by Lender under this Section 6. If the costs of taking control of and managing the Premises exceed the Rents, the excess sums expended for such purposes shall be indebtedness secured by this Deed of Trust, and payable by Borrower upon demand by Lender with interest at the "Default Rate" defined in the Loan Agreement. Nothing herein shall constitute Lender a "mortgagee in possession" prior to its actual entry upon and taking possession of the Premises, entry upon and taking possession by a receiver not constituting possession by Lender.

(q) Notice. Every provision for notice and demand or protest shall be deemed fulfilled by written notice personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Trustee and/or Lender, or addressed to the street address of the Premises; provided, notice of foreclosure shall be satisfied by the publication of notice of sale in the manner described in this Deed of Trust.

(r) Governing Law. The validity, construction and effect of this Deed of Trust shall be governed by the laws of the State of Mississippi.

(s) Severability. If any provision(s) of this Deed of Trust or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Deed of Trust and the application of such provision(s) to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(t) Successors and Assigns Bound; Captions; Grammatical Construction. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender, Trustee and Borrower. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof. The words "Borrower", "Lender" and "Trustee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under any of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural.

(u) Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing with respect to any and all fixtures located on the Premises.

9. **Hazardous Materials.** For purposes of this Deed of Trust, "**Hazardous Material**" means and includes any hazardous or toxic substance, material or waste, or any contaminant or pollutant, which is now or hereafter listed, defined, or regulated under Environmental Laws. Without limiting the generality of the foregoing, Hazardous Material shall specifically include polychlorinated biphenyl, asbestos, radon, urea formaldehyde, petroleum products (including gasoline, diesel fuel and oil), hydrocarbons, petroleum-derived constituents and containers with hazardous waste residue. "**Environmental Laws**" shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct pertaining or related to the environment, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. §§ 9601 to 9675; the Resource Conservation and Recovery Act, 42 U.S.C.A. §§ 6921 to 6939e; the Federal Water Pollution Control Act, 33 U.S.C.A. §§ 1251 to 1387; the Clean Air Act, 42 U.S.C.A. §§ 7401 to 7671q; the Emergency Planning and Community Right To Know Act, 42 U.S.C.A. §§ 11001 to 11050; the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601 to 2692; the Solid Waste Disposal Act, 42 U.S.C.A. §§ 6901 to 6992k; the Oil Pollution Act, 33 U.S.C.A. §§ 2701 to 2761; the Hazardous Materials Transportation Act, 49 U.S.C.A. § 5101 *et seq.*; and the environmental laws of the State of Mississippi, as the same may be amended from time to time. With respect to Hazardous Material, Borrower represents and warrants as follows:

(a) Neither Borrower nor, to the best knowledge of Borrower, any other person has ever caused or allowed any Hazardous Material to be placed, held, located, stored or disposed of on, under or at the Premises or any part thereof except as permitted under, and in total compliance with, applicable Environmental Laws.

(b) No part of the Premises has ever been used (whether by the Borrower or, to the best knowledge of the Borrower, by any other person) as a dump site, disposal site or storage site (whether permanent or temporary) for any Hazardous Material.

(c) Borrower's use of the Premises is and has been at all times in compliance with all Environmental Laws;

(d) Borrower hereby agrees to indemnify Lender and Trustee and hold the Lender and Trustee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Lender for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws, regardless of whether or not caused by, or within the control of, Borrower);

(e) If Borrower receives any notice of (i) the happening of any event involving the release, spill, discharge or cleanup of any Hazardous Material (a "**Hazardous Discharge**") affecting Borrower or the Premises or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or any other environmental, health or safety matter affecting Borrower or the Premises (an "**Environmental Complaint**") from any person or entity, including, without limitation, the United States Environmental Protection Agency ("**EPA**") or any state administrative agency, then Borrower will give, within seven (7) business days, oral and written notice of same to Lender; and

(f) Without limitation of Lender's rights under this Deed of Trust, Lender shall have the right, but not the obligation, to enter onto the Premises or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Discharge or Environmental Complaint upon its receipt of any notice from any person or entity, including, without limitation, the EPA, asserting the



existence of any Hazardous Discharge or Environmental Complaint on or pertaining to the Premises which, if true, could result in an order, suit or other action against Borrower affecting any part of the Premises by any governmental agency or otherwise which, in the sole opinion of Lender could jeopardize Lender's security under this Deed of Trust. All reasonable costs and expenses incurred by Lender in the exercise of any such rights shall be secured by this Deed of Trust and shall be payable by Borrower upon Demand, together with interest thereon at a rate equal to the highest interest rate payable under the documents and instruments evidencing the Secured Indebtedness. Any subcontractors taken hereunder by Lender shall be taken for the sole purpose of protecting Lender's security hereunder and shall not be interpreted as evidence of any management or ownership interest on Lender's part.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date of its acknowledgement below, and effective as of the date first above written.

**BORROWER:**

AMORY REGIONAL MEDICAL CENTER, INC.

By: Steve Clapp  
Steve Clapp, President

STATE OF Tennessee

COUNTY OF Knox

Personally appeared before me, the undersigned authority in and for the said county and state, on April 28, 2017, within my jurisdiction, the within named Steve Clapp, who acknowledged to me that he is the President of Amory Regional Medical Center, Inc., a Tennessee nonprofit corporation, and that for and on behalf of said corporation as its President, and as its act and deed as President and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as President therefor, after first having been duly authorized by said corporation to do so.

My commission expires:

07/08/2017



Katrina E. Vargas  
Notary Public

[Signature Page to Mississippi Deed of Trust]

## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 2

##### Tract I: Main Facility

Commencing at a Railroad Spike (found) in Earl Frye Boulevard and recognized as being at the Northwest corner of the Southwest Quarter of Section 31, Township 12 South, Range 18 West, Monroe County, Mississippi; thence run along the north line of said southwest quarter North 86 Degrees 50 Minutes 47 Seconds East for a distance of 32.08 feet to a ½ inch rebar set on the east right-of-way of Earl Frye Boulevard (25 feet from centerline) for a POINT OF BEGINNING; thence leaving said east right-of-way continue along the north line of the southwest quarter North 86 Degrees 50 Minutes 47 Seconds East for a distance of 943.58 feet to a metal gate post found on the west right-of-way of the Mississippian Railroad (50 feet from centerline); thence run along said west right-of-way as follows:

Along a curve to the right having a radius of 2610.09 feet for a distance of 391.68 feet (said curve having a chord bearing of South 22 Degrees 36 Minutes 15 Seconds West and a chord length of 391.31 feet) to a ½ inch rebar set (50 feet from centerline);

Thence run South 25 Degrees 48 Minutes 06 Seconds West for a distance of 663.51 feet to a ½ inch rebar set (50 feet from centerline);

Thence run along a curve to the right having a radius of 4091.00 feet for a distance of 174.21 feet (said curve having a chord bearing of South 26 Degrees 07 Minutes 03 Seconds West and a chord length of 174.2- feet to a ½ inch pipe found (50 feet from centerline);

Thence leaving said west right-of-way run South 86 Degrees 36 Minutes 37 Seconds West for a distance of 190.26 feet to a ½ inch pipe found; thence run North 01 Degrees 30 Minutes 34 Seconds West for a distance of 75.00 feet to a chiseled mark in concrete set; thence run South 86 Degrees 36 Minutes 37 Seconds West for a distance of 210.11 feet to a ½ inch pipe found on the east right-of-way of Earl Frye Boulevard (25 feet from centerline); thence run along said east right-of-way North 01 Degrees 31 Minutes 43 Seconds West for a distance of 144.96 feet to a ½ inch pipe found (25 feet from centerline); thence continue along said east right-of-way North 01 Degrees 22 Minutes 16 Seconds West for a distance of 867.16 feet to the POINT OF BEGINNING.

#### FOR INFORMATION ONLY

Parcel 2, Tract I: 1105 Earl Frye Boulevard, Amory, MS  
Tax ID 309N-31-003-001.00 (Hospital), PPIN 15909

Less and except:


A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 12 SOUTH, RANGE 18 WEST, MONROE COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, THENCE N86°36'48"E 32.05', THENCE S01°33'48"E 546.70' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE N88°26'12"E 180.02', THENCE N45°51'35"E 69.45', THENCE N90°00'00"E 121.44', THENCE S43°59'59"E 82.25', THENCE S76°56'54"E 151.14', THENCE S76°35'26"E 80.91', THENCE S25°35'59"W 331.60', THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 4091.00', AN ARC LENGTH OF 174.44', AND A CHORD BEARING AND DISTANCE OF S25°56'49"W 174.43', THENCE S86°29'52"W 190.20', THENCE N01°37'11"W 74.91', THENCE S86°25'10"W 210.11', THENCE N01°42'39"W 144.94', THENCE N01°33'48"W 319.77' TO THE POINT OF BEGINNING. CONTAINING 6.08 ACRES MORE OR LESS.

## EXHIBIT B

### PERMITTED ENCUMBRANCES

1. County and City taxes and assessments for the year 2017 and subsequent years not yet due and payable.
2. Terms and conditions contained in Special Warranty Deed from Gilmore Memorial Hospital, Incorporated, a Mississippi non-profit corporation to Amory HMA, Inc., a Mississippi corporation, effective December 1, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057690.
3. Order of the Monroe County Board of Supervisors Vacating the Map and Plat of the Home Mortgage & Realty Company, Inc. Extension to Gilmore Sanitarium Addition to Oak Park Subdivision dated November 10, 2005, filed of record November 23, 2005 as Instrument Number 20057559.
4. Right-of-Way Grant from Gilmore Memorial Hospital to Mississippi Valley Gas Company dated April 14, 1983 and recorded in Book 275 Page 119.
5. Right-of-Way Grant from Gilmore Sanitarium, Inc. to Mississippi Valley Gas Company dated April 14, 1983 and recorded in Book 275 Page 121.
6. Ordinance No. 1454 of the City of Amory, Monroe County, Mississippi dated May 1, 1984, and recorded in Book 283 Page 86.
7. Surveyor's Certificate from Engineering Solutions, Inc. dated November 22, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057687.
8. Ordinance No. 1483 of the City of Amory recorded in Book 318 Page 367.
9. Matters reflected on survey by Blew & Associates, PA, dated April 20, 2017, and designated as Job No. 17-525.

Filed By: shllhouse	Filed: 5/4/2017 3:48 PM	Number: 2017002204	MONROE Chancery	Ronnie Boozer	Published: 5/4/2017 3:32 PM
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 <b>First American Title™</b>	<b>Loan Policy of Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Loan Policy</b>	POLICY NUMBER <b>5011300-2344016e</b>

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 17 of the Conditions.

#### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A

#### First American Title Insurance Company



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

#### For Reference:

File #: 2902723.000080

Loan #: Amory

#### Issued By:

**Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.**

One Eastover Center, 100 Vision Drive, Suite 400  
Jackson, MS 39211

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
  - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - (b) failure of any person or Entity to have authorized a transfer or conveyance;
  - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
  - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
  - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
  - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
  - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
  - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
    - (i) contracted for or commenced on or before Date of Policy; or
    - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
  - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
  - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters.
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  - 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  - 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
  - (i) the amount of the principal disbursed as of Date of Policy;
  - (ii) the amount of the principal disbursed subsequent to Date of Policy;
  - (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
  - (iv) interest on the loan;
  - (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
  - (vi) the expenses of foreclosure and any other costs of enforcement;
  - (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
  - (viii) the amounts to pay taxes and insurance; and
  - (ix) the reasonable amounts expended to prevent deterioration of improvements;
 but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.
- (e) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary,
- (B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
- (C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
- (D) successors to an Insured by its conversion to another kind of Entity;
- (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
  - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
  - (2) if the grantee wholly owns the named Insured, or
  - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
- (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
- (ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.
- (f) "Insured Claimant": An Insured claiming loss or damage.
- (g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
- (h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term



"Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

- (j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), the "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (l) "Title": The estate or interest described in Schedule A.
- (m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those

stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action.

It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the

Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
  - (i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
  - (ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of
  - (i) the Amount of Insurance,
  - (ii) the Indebtedness,
  - (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or
  - (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.
- (d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

## 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

## 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

- (a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.
- (b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

## 11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT****(a) The Company's Right to Recover**

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

**(b) The Insured's Rights and Limitations**

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

**(c) The Company's Rights Against Non-insured Obligors**

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

**13. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other

controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**15. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.


**16. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**17. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.

 <b>First American Title™</b>	ALTA Loan Policy (6-17-06)
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

File No: 2902723.000080 (Amory)

Address Reference: 1105 Earl Frye Boulevard, Amory, Monroe County, MS

Amount of Insurance: \$7,579,784.00

Policy No. 5011300-02344016e

Date of Policy: May 4, 2017 at 3:48 pm

1. Name of Insured:

ServisFirst Bank

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is: fee simple

3. Title is vested in:

Amory Regional Medical Center, Inc. by virtue of a Special Warranty Deed from Amory HMA, LLC, dated April 27, 2017, filed May 4, 2017 and recorded as Instrument Number 2017002198 of the land records of Monroe County, MS

4. The Insured Mortgage, and its assignments, if any, are described as follows:


Mississippi Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing  
 Grantor: Amory Regional Medical Center, Inc.  
 Beneficiary: ServisFirst Bank  
 Original Amount: \$14,000,000.00  
 Dated: May 1, 2017  
 Recorded: May 4, 2017  
 Recording No.: 2017002204


5. The Land referred to in this policy is described as follows:

See Schedule A attached hereto and made a part hereof:

**First American Title Insurance Company**

By: Baker Donelson Bearman Caldwell & Berkowitz, PC

By:   
 Authorized Signatory

 <b>First American Title™</b>	ALTA Loan Policy (6-17-06)
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A, Exhibit A</b>	

File No: 2902723.000080 (Amory)

Policy No. 5011300-02344016e

**LEGAL DESCRIPTION**


**LEASE DESCRIPTION MAIN BUILDING**

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 12 SOUTH, RANGE 18 WEST, MONROE COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, THENCE N86°36'48"E 32.05' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE N86°36'48"E 943.60', THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 2610.09', AN ARC LENGTH OF 391.82', AND A CHORD BEARING AND DISTANCE OF S22°26'01"W 391.45', THENCE S25°35'59"W 331.76', THENCE N76°35'26"W 80.91', THENCE N76°56'54"W 151.14', THENCE N43°59'59"W 82.25', THENCE N90°00'00"W 121.44', THENCE S45°51'35"W 69.45', THENCE S88°26'12"W 180.02', THENCE N01°33'48"W 546.70' TO THE POINT OF BEGINNING. CONTAINING 10.57 ACRES MORE OR LESS.

**FOR INFORMATION ONLY**

Parcel 2, Tract I: Part of 1105 Earl Frye Boulevard, Amory, MS  
Part of Tax ID 309N-31-003-001.00 (Hospital), PPIN 15909



 <b>First American Title™</b>	<b>ALTA Loan Policy (6-17-06)</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule B Part I</b>	Exceptions from Coverage


File No: 2902723.000080 (Amory)

Policy No. 5011300-02344016e

This policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees, or expenses that arise by reason of:

1. No coverage is provided as to the amount of acreage or square footage of the land.
2. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyances, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
3. County and City taxes and assessments for the year 2017 and subsequent years and not yet due and payable.
4. Terms and conditions contained in Special Warranty Deed from Gilmore Memorial Hospital, Incorporated, a Mississippi non-profit corporation to Amory HMA, Inc., a Mississippi corporation, effective December 1, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057690.
5. Order of the Monroe County Board of Supervisors Vacating the Map and Plat of the Home Mortgage & Realty Company, Inc. Extension to Gilmore Sanitarium Addition to Oak Park Subdivision dated November 10, 2005, filed of record November 23, 2005 as Instrument Number 20057559.
6. Right-of-Way Grant from Gilmore Memorial Hospital to Mississippi Valley Gas Company dated April 14, 1983 and recorded in Book 275 Page 119.
7. Right-of-Way Grant from Gilmore Sanitarium, Inc. to Mississippi Valley Gas Company dated April 14, 1983 and recorded in Book 275 Page 121.
8. Ordinance No. 1454 of the City of Amory, Monroe County, Mississippi dated May 1, 1984, and recorded in Book 283 Page 86.
9. Surveyor's Certificate from Engineering Solutions, Inc. dated November 22, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057687.
10. Certificate of Incorporation of Amory HMA, Inc. a Delaware corporation dated September 23, 2008, filed of record April 13, 2009 and recorded as Instrument Number 2009002394.
11. Affidavit of Amory HMA, LLC (successor by conversion of Amory HMA, Inc., a Delaware corporation as successor by merger to Amory HMA, Inc., a Mississippi corporation) dated December 1, 2014, filed of record December 10, 2014 and recorded as Instrument Number 2014006847 and filed of record December 18, 2014 and recorded as Instrument 2014007009.
12. Ordinance No. 1483 of the City of Amory recorded in Book 318 Page 367.

13. Matters reflected on survey by Blew & Associates, PA, dated April 20, 2017, and designated as Job No. 17-525.
14. The Part Time Lease dated October 21, 2015, by and between Amory HMA, LLC (Landlord) and Bryan C. Fagan, M.D. (Tenant). (1105 Earl Frye Blvd, Amory, MS)
15. The Part Time Lease dated December 7, 2015, by and between Amory HMA, LLC (Landlord) and Cardiology Associates of North Mississippi, P.A.(Tenant). (1105 Earl Frye Blvd, Amory, MS)
16. The Part Time Lease dated October 7, 2014, by and between Amory HMA, LLC (Landlord) and Ear Nose and Throat Physicians of North Mississippi, P.A.(Tenant). (1105 Earl Frye Blvd, Amory, MS)
17. The Medical Office Space Lease dated January 15, 2016, by and between Amory HMA, LLC (Landlord) and Vern M. Christensen, DPM P.A. LLC (Tenant). (1107 Earl Frye Blvd, Suite 1, Amory, MS)
18. The Physician Space Occupancy Agreement – Part Time dated January 1, 2014, by and between Amory HMA, LLC (Landlord) and Drayer Physical Therapy Institute, LLC (Tenant). (1111 Earl Frye Blvd, Amory, MS).
19. The Medical Office Space Lease dated June 1, 2016, by and between Amory HMA, LLC (Landlord) and Hoat Hoang, M.D. (Tenant). (1127 Earl Frye Blvd, Suite B, Amory, MS)
20. The Clinic Corp Lease Part Time dated September 22, 2015, by and between Amory HMA, LLC (Landlord) and Amory HMA Physician Management, LLC (Tenant). (1105 Earl Frye Blvd, Amory, MS) (Internal Lease)
21. The Clinic Corp Lease Full Time dated June 11, 2015, by and between Amory HMA, LLC (Landlord) and Amory HMA Physician Management, LLC (Tenant). (404 Gilmore Dr, Amory, MS) (Internal Lease)
22. The Clinic Corp Lease Full Time dated June 11, 2015, by and between Amory HMA, LLC (Landlord) and Amory HMA Physician Management, LLC (Tenant). (305 Hwy 45 North, Aberdeen, MS) (Internal Lease)
23. The Clinic Corp Lease Full Time dated June 11, 2015, by and between Amory HMA, LLC (Landlord) and Amory HMA Physician Management, LLC (Tenant). (1107 Earl Frye Blvd Suite 5, Amory, MS) (Internal Lease)
24. The Clinic Corp Lease Full Time dated June 11, 2015, by and between Amory HMA, LLC (Landlord) and Amory HMA Physician Management, LLC (Tenant). (1107 Earl Frye Blvd Suite 6, Amory, MS) (Internal Lease)
25. The Clinic Corp Lease Full Time dated June 11, 2015, by and between Amory HMA, LLC (Landlord) and Amory HMA Physician Management, LLC (Tenant). (1127 Earl Frye Blvd Suite A, Amory, MS) (Internal Lease)

 <b>First American Title™</b>	ALTA Loan Policy (6-17-06)
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule B Part II</b>	

File No: 2902723.000080 (Amory)

Policy No. 5011300-02344016e

In addition to the matters set forth in Part I of this Schedule B, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

1. Mississippi Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing  
Grantor: Amory Regional Medical Center, Inc.  
Beneficiary: CHS/Community Health Systems, Inc.  
Original Amount: \$14,200,000.00  
Dated: May 1, 2017  
Recorded: May 4, 2017  
Recording No.: 2017002205
2. Terms and conditions of that certain lease agreement between Amory Regional Medical Center, Inc. and CHCT Mississippi, LLC dated May 1, 2017, a Memorandum of which was filed on May 4, 2017 and recorded as Instrument Number 2017002206.



## ENDORSEMENT

Attached to Policy No. 5011300-02344016e

### First American Title Insurance Company

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
  - b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to the Land at Date of Policy and that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation of a Covenant that:
    - (1) divests, subordinates, or extinguishes the lien of the Insured Mortgage,
    - (2) results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or
    - (3) causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
  - b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
  - c. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
  - d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.d., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

### First American Title Insurance Company

By: Baker Donelson Bearman Caldwell & Berkowitz, PC

By: \_\_\_\_\_

Authorized Signatory

ALTA Endorsement 9.3-06  
(Covenants, Conditions, and Restrictions-Improved Land-Owner's Policy)  
Revised 04-02-2012

## ENDORSEMENT

Attached to Policy No. 5011300-02344016e

### First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from Earl Frye Boulevard (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

### First American Title Insurance Company

By: Baker Donelson Bearman Caldwell & Berkowitz, PC

By:   
\_\_\_\_\_  
Authorized Signatory

ALTA Endorsement 17-06  
(Access and Entry)  
Adopted 06-17-06

## ENDORSEMENT

**Attached to Policy No. 5011300-02344016e**

**First American Title Insurance Company**

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Blew & Associates, PA, dated April 20, 2017, and designated Job No. 17-520.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**First American Title Insurance Company**

By: Baker Donelson Bearman Caldwell & Berkowitz, PC

By:   
Authorized Signatory

ALTA Endorsement 25-06  
(Same as Survey)  
Adopted 10-16-08

## ENDORSEMENT

Attached to Policy No. 5011300-02344016e

### First American Title Insurance Company

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

### First American Title Insurance Company

By: Baker Donelson Bearman Caldwell & Berkowitz, PC

By: Williams Mendenhall, ma  
Authorized Signatory

ALTA Endorsement 39-06  
(Policy Authentication)  
Adopted 04-02-13

## ENDORSEMENT

Attached to Policy No. 5011300-02344016e

### First American Title Insurance Company

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means an existing building, located on either the Land or adjoining land at Date of Policy and that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
  - b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
  - c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
  - d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the encroachments listed as Exceptions 5, 6, 7, 8, 9, 12 and 13 of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

### First American Title Insurance Company

By: Baker Donelson Bearman Caldwell & Berkowitz, PC

By: William S. Mendenhall  
Authorized Signatory

ALTA Endorsement 28.1-06  
(Encroachments-Boundaries and Easements)  
Adopted 04-02-12



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**  
State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

BRADLEY ARANT BOULT CUMMINGS LP  
STE 700  
1600 DIVISION ST  
NASHVILLE, TN 37203-2771

May 16, 2017 11:55 AM

Financing Statement Doc #: 426792998  
DLN #: B0386-5003

### UCC Financing Statement Acknowledgment

This acknowledges the filing of the attached UCC1 document. Please review the data to ensure database information corresponds with information on the submitted UCC form. In the event a discrepancy is found, please note the error and return the entire package to our office. If we may be of any further service to you, please contact us at the number noted below.

Tre Hargett  
Secretary of State

Enclosures: Original Documents

#### DEBTOR INFORMATION

AMORY REGIONAL MEDICAL CENTER, INC. 121 LEINHART STREET  
C/O CURAE HEALTH INC  
CLINTON, TN 37716

#### SECURED PARTY INFORMATION

SERVISFIRST BANK, 1801 WEST END AVENUE  
SUITE 110  
NASHVILLE, TN 37203

#### RECORDING TAX

Maximum principal indebtedness for Tennessee recording tax purposes is: \$0.00

#### FILING INFORMATION

Financing Statement Doc #: 426792998  
Filing Date: 5/5/2017 11:30 AM  
Lapse Date: 5/5/2022 11:59 PM

#### Document Receipt

Receipt #: 3362116	Fees Paid:	\$15.00
	Taxes Paid:	\$0.00
Payment-Account - #29487 BRADLEY ARANT BOULT CUMMINGS LLP, NASHVILLE, TN		\$15.00



**UCC FINANCING STATEMENT**  
**FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  Mary Ward Bradley Arant Boult Cummings LP 1600 Division Street, Suite 700 Nashville, TN 37203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of Item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME Amory Regional Medical Center, Inc.			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	1c. MAILING ADDRESS 121 Leinhart Street c/o Curae Health, Inc.	CITY Clinton	STATE TN	POSTAL CODE 37716 COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of Item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME SERVISFIRST BANK,			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	3c. MAILING ADDRESS 1801 West End Avenue, Suite 110	CITY Nashville	STATE TN	POSTAL CODE 37203 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

Debtor hereby grants to Secured Party a security interest in all fixtures and personal property presently or hereafter owned by Debtor and located on or used in the operation of the property described on Exhibit A attached hereto (the "Premises"), including, but not limited to, all fixtures, construction materials, goods, equipment, furniture and inventory, and all accessions, additions and replacements thereof, and all presently owned and hereafter acquired contract rights, accounts, deposit accounts, and general intangibles pertaining to the Premises or Debtor's operation of an enterprise thereon, together with all products and proceeds of the foregoing, including insurance proceeds. Debtor also grants to Lender a security interest in any and all assets and personal property, whether presently existing or hereafter acquired or arising and wherever located, including without limitation, Gross Revenues (as defined in the Loan Agreement between the Debtor and Secured Party), all accounts, chattel paper, deposit accounts, documents, electronic chattel paper, equipment, fixtures, general intangibles, goods, health-care insurance receivables, instruments, inventory, investment property, letter-of-credit rights, payment intangibles, promissory notes, software, any commercial tort claims hereafter identified by Debtor in any authenticated record delivered to Secured Party and all supporting obligations, products and proceeds of any of the foregoing.

Maximum principal indebtedness for Tennessee recording tax purposes is \$ 0

5. Check only if applicable and check only one box: Collateral is ☐ held in Trust (see UCC1Ad, Item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

- 6a. Check only if applicable and check only one box:  
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility
- 6b. Check only if applicable and check only one box:  
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

NOTE: All information on this form is public record.

RECEIVED BY TENNESSEE SECRETARY OF STATE THE HATFIELD

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**PARCEL 2**

**Tract I: Main Facility**

Commencing at a Railroad Spike (found) in Earl Frye Boulevard and recognized as being at the Northwest corner of the Southwest Quarter of Section 31, Township 12 South, Range 18 West, Monroe County, Mississippi; thence run along the north line of said southwest quarter North 86 Degrees 50 Minutes 47 Seconds East for a distance of 32.08 feet to a ½ inch rebar set on the east right-of-way of Earl Frye Boulevard (25 feet from centerline) for a POINT OF BEGINNING; thence leaving said east right-of-way continue along the north line of the southwest quarter North 86 Degrees 50 Minutes 47 Seconds East for a distance of 943.58 feet to a metal gate post found on the west right-of-way of the Mississippian Railroad (50 feet from centerline); thence run along said west right-of-way as follows:

Along a curve to the right having a radius of 2610.09 feet for a distance of 391.68 feet (said curve having a chord bearing of South 22 Degrees 36 Minutes 15 Seconds West and a chord length of 391.31 feet) to a ½ inch rebar set (50 feet from centerline);

Thence run South 25 Degrees 48 Minutes 06 Seconds West for a distance of 663.51 feet to a ½ inch rebar set (50 feet from centerline);

Thence run along a curve to the right having a radius of 4091.00 feet for a distance of 174.21 feet (said curve having a chord bearing of South 26 Degrees 07 Minutes 03 Seconds West and a chord length of 174.2- feet to a ½ inch pipe found (50 feet from centerline);

Thence leaving said west right-of-way run South 86 Degrees 36 Minutes 37 Seconds West for a distance of 190.26 feet to a ½ inch pipe found; thence run North 01 Degrees 30 Minutes 34 Seconds West for a distance of 75.00 feet to a chiseled mark in concrete set; thence run South 86 Degrees 36 Minutes 37 Seconds West for a distance of 210.11 feet to a ½ inch pipe found on the east right-of-way of Earl Frye Boulevard (25 feet from centerline); thence run along said east right-of-way North 01 Degrees 31 Minutes 43 Seconds West for a distance of 144.96 feet to a ½ inch pipe found (25 feet from centerline); thence continue along said east right-of-way North 01 Degrees 22 Minutes 16 Seconds West for a distance of 867.16 feet to the POINT OF BEGINNING.

**FOR INFORMATION ONLY**

**Parcel 2, Tract I:**      1105 Earl Frye Boulevard, Amory, MS  
Tax ID 309N-31-003-001.00 (Hospital), PPIN 15909

Less and except:

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 12 SOUTH, RANGE 18 WEST, MONROE COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, THENCE N86°36'48"E 32.05', THENCE S01°33'48"E 546.70' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE N88°26'12"E 180.02', THENCE N45°51'35"E 69.45', THENCE N90°00'00"E 121.44', THENCE S43°59'59"E 82.25', THENCE S76°56'54"E 151.14', THENCE S76°35'26"E 80.91', THENCE S25°35'59"W 331.60', THENCE ALONG A CURVE TO THE RIGHT, WITH A



RADIUS OF 4091.00', AN ARC LENGTH OF 174.44', AND A CHORD BEARING AND DISTANCE OF S25°56'49"W 174.43', THENCE S86°29'52"W 190.20', THENCE N01°37'11"W 74.91', THENCE S86°25'10"W 210.11', THENCE N01°42'39"W 144.94', THENCE N01°33'48"W 319.77' TO THE POINT OF BEGINNING. CONTAINING 6.08 ACRES MORE OR LESS.

This instrument was prepared by, and once recorded please return to: Robert C. Hannon and Rod Clement (MS Bar 6294), Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700, Nashville, TN 37203, telephone: (615) 252-2372.

Borrower: Amory Regional Medical Center, Inc., Attention: Steve Clapp, c/o Curae Health, Inc., 121 Leinhart Street, Clinton, TN 37716, telephone: 865-269-4074

Lender: ServisFirst Bank, 1801 West End Ave #110, Nashville, TN 37203, telephone: (615) 921 - 3523

Trustee: Robert C. Hannon, Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700 P.O. Box 340025, Nashville, TN 37203, telephone (615) 252-2372

Indexing instructions: SW ¼ §31 T12S R8W Monroe County MS.

Marginal Notation: Instrument No. 2017002204

**FIRST AMENDMENT TO MISSISSIPPI DEED OF TRUST,  
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THIS FIRST AMENDMENT TO MISSISSIPPI DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "**Amendment**"), is executed as of September 22, 2017, by AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Borrower**"), and SERVISFIRST BANK, an Alabama state bank and its successors and assigns ("**Lender**").

**W I T N E S S E T H:**

A. Borrower executed, in favor of Trustee, and for the use and benefit of Lender that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated May 1, 2017 and filed of record on May 4, 2017 as Instrument Number 2017002204, with the Chancery Clerk of Monroe

County, Mississippi. Capitalized terms not otherwise defined herein shall have such meaning as set forth in the Deed of Trust.

B. Borrower and Lender desire to amend the Deed of Trust as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Borrower and Lender agree as follows:

1. Section 2(a) of the Deed of Trust is hereby amended to include reference that certain First Amendment to the Revolving Credit Note and the Loan Agreement of even date with this Amendment whereby the principal sum of the Revolving Credit Note is temporarily increased by \$2,000,000.00 to a principal sum of up to \$7,000,000 until October 31, 2017, after which time the principal sum of the Revolving Credit Note will be decreased back to its original amount of up to \$5,000,000.

2. The Deed of Trust is not amended in any other respect.

3. Borrower hereby reaffirms its obligations under the Deed of Trust, as amended hereby, and Borrower agrees that its obligations under such are valid and binding, enforceable in accordance with its terms, subject to no defense, counterclaim or objection.

[signatures commence on following page]

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date of its acknowledgement below, and effective as of the date first above written.

**BORROWER:**

AMORY REGIONAL MEDICAL CENTER, INC.

By: [Signature]  
Steve Clapp, President

STATE OF Tennessee  
COUNTY OF KNOX

Personally appeared before me, the undersigned authority in and for the said county and state, on September 22, 2017, within my jurisdiction, the within named Steve Clapp, who acknowledged to me that he is the President of Amory Regional Medical Center, Inc., a Tennessee nonprofit corporation, and that for and on behalf of said corporation as its President, and as its act and deed as President and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as President therefor, after first having been duly authorized by said corporation to do so.



[Signature]  
Notary Public  
My commission expires: February 5, 2019

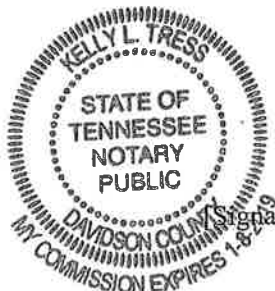
**LENDER:**

SERVISFIRST BANK

By: [Signature]  
William H. Berrell, Senior Vice President

STATE OF TN  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority in and for the said county and state, on September 22, 2017, within my jurisdiction, the within named William H. Berrell, who acknowledged to me that he is the Senior Vice President of ServisFirst Bank, an Alabama state bank, and that for and on behalf of said corporation as its Senior Vice President, and as its act and deed as Senior Vice President and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as Senior Vice President therefor, after first having been duly authorized by said corporation to do so.



[Signature]  
Notary Public  
My commission expires: 1-8-19

[Signature Page to First Amendment to Deed of Trust]

Filed By: lwhite	Filed: 10/11/2017 3:09 PM	Number: 2017004896	MONROE Chancery	Ronnie Boozer	Published: 10/11/2017 4:18 PM
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This instrument was prepared by, and once recorded please return to: Robert C. Hannon and Rod Clement (MS Bar 6294), Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700, Nashville, TN 37203, telephone: (615) 252-2372.

Borrower: Amory Regional Medical Center, Inc., Attention: Steve Clapp, c/o Curae Health, Inc., 121 Leinhardt Street, Clinton, TN 37716, telephone: 865-269-4074

Lender: ServisFirst Bank, 1801 West End Ave #110, Nashville, TN 37203, telephone: (615) 921 - 3523

Trustee: Robert C. Hannon, Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700 P.O. Box 340025, Nashville, TN 37203, telephone (615) 252-2372

Indexing instructions: SW ¼ §31 T12S R8W Monroe County MS.

Marginal Notation: Instrument No. 2017002204 and Instrument No. 2017004765

**SECOND AMENDMENT TO MISSISSIPPI DEED OF TRUST,  
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THIS SECOND AMENDMENT TO MISSISSIPPI DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Amendment"), is executed as of December 13, 2017, by AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("Borrower"), and SERVISFIRST BANK, an Alabama state bank and its successors and assigns ("Lender").

**WITNESSETH:**

A. Borrower executed, in favor of Trustee, and for the use and benefit of Lender that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated May 1, 2017 and filed of record on May 4, 2017 as Instrument Number 2017002204, with the Chancery Clerk of Monroe County, Mississippi, as amended by that certain First Amendment to Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated September 22, 2017, and filed of record on October 3, 2017

as Instrument No. 2017004765, said Clerk's Office. Capitalized terms not otherwise defined herein shall have such meaning as set forth in the Deed of Trust.

B. Borrower and Lender desire to amend the Deed of Trust as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Borrower and Lender agree as follows:

1. Section 2(a) of the Deed of Trust is hereby amended to include reference to that certain First Amendment to Term Note and Second Amendment to Loan Agreement of even date with this Amendment whereby, among other amendments, the principal sum of the Term Note is increased to 18,783,000.00 and the Revolving Credit Note is terminated.

2. The Deed of Trust is not amended in any other respect.

3. Borrower hereby reaffirms its obligations under the Deed of Trust, as amended hereby, and Borrower agrees that its obligations under such are valid and binding, enforceable in accordance with its terms, subject to no defense, counterclaim or objection.

[signatures commence on following page]

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date of its acknowledgement below, and effective as of the date first above written.

**BORROWER:**

AMORY REGIONAL MEDICAL CENTER, INC.

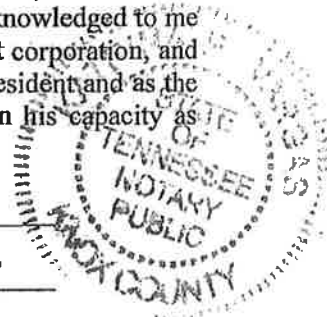
By: Steve Clapp  
Steve Clapp, President

STATE OF Tennessee  
COUNTY OF Knox

Personally appeared before me, the undersigned authority in and for the said county and state, on November 28<sup>th</sup>, 2017, within my jurisdiction, the within named Steve Clapp, who acknowledged to me that he is the President of Amory Regional Medical Center, Inc., a Tennessee nonprofit corporation, and that for and on behalf of said corporation as its President, and as its act and deed as President and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as President therefor, after first having been duly authorized by said corporation to do so.

[Signature]  
Notary Public

My commission expires: 08/01/2021



**LENDER:**

SERVISFIRST BANK

By: \_\_\_\_\_  
William H. Berrell, Senior Vice President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on November \_\_\_\_\_, 2017, within my jurisdiction, the within named William H. Berrell, who acknowledged to me that he is the Senior Vice President of ServisFirst Bank, an Alabama state bank, and that for and on behalf of said corporation as its Senior Vice President, and as its act and deed as Senior Vice President and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as Senior Vice President therefor, after first having been duly authorized by said corporation to do so.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[Signature Page to Second Amendment to Deed of Trust]



IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date of its acknowledgement below, and effective as of the date first above written.

**BORROWER:**

AMORY REGIONAL MEDICAL CENTER, INC.

By: \_\_\_\_\_  
Steve Clapp, President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on December \_\_\_\_\_, 2017, within my jurisdiction, the within named Steve Clapp, who acknowledged to me that he is the President of Amory Regional Medical Center, Inc., a Tennessee nonprofit corporation, and that for and on behalf of said corporation as its President, and as its act and deed as President and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as President therefor, after first having been duly authorized by said corporation to do so.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**LENDER:**

SERVISFIRST BANK

By: \_\_\_\_\_  
William H. Berrell,  
Director, Healthcare Banking

STATE OF Tennessee  
COUNTY OF Davidson

Personally appeared before me, the undersigned authority in and for the said county and state, on December 15, 2017, within my jurisdiction, the within named William H. Berrell, who acknowledged to me that he is the Director, Healthcare Banking, of ServisFirst Bank, an Alabama state bank, and that for and on behalf of said corporation as its Director, Healthcare Banking, and as its act and deed as and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as Director, Healthcare Banking, therefor, after first having been duly authorized by said corporation to do so.

\_\_\_\_\_  
Colleen L. Lloy  
Notary Public  
My commission expires: May 5, 2020



[Signature Page to Second Amendment to Deed of Trust]

Filed By: lwhite	Filed: 12/19/2017 3:48 PM	Number: 2017006195	MONROE Chancery	Ronnie Boozer	Published: 12/19/2017 3:49 PM
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Book 2017 Page 4753  
Deed of Trust  
05/04/2017 03:58:23 PM  
Panola County, MS-2nd  
James R Pitcock, Chancery Clerk

Panola County, MS-2nd  
I certify this instrument was filed  
on 05/04/2017 03:58:23 PM  
and recorded in the  
Deed of Trust  
Book 2017 Page 4753 - 4770  
James R Pitcock, Chancery Clerk

*Judge Auter pc*

This instrument was prepared by, and once recorded please return to: Robert C. Hannon and Lisa Usry (MS Bar 100030), Bradley Arant Boulton Cummings LLP, 1600 Division Street, Suite 700, Nashville, TN 37203, telephone: (615) 252-2372.

Borrower: Batesville Regional Medical Center, Inc., Attention: Steve Clapp, c/o Curae Health, Inc., 121 Leinhardt Street, Clinton, TN 37716, telephone: 865-269-4074

Lender: ServisFirst Bank, 1801 West End Ave #110, Nashville, TN 37203, telephone: (615) 921 - 3523

Trustee: Robert C. Hannon, Bradley Arant Boulton Cummings LLP, 1600 Division Street, Suite 700 P.O. Box 340025, Nashville, TN 37203, telephone (615) 252-2372

Indexing instructions: SE ¼ §9 T9W R7W and NE ¼ §15 T9S R7W Second Judicial District Panola County MS

**MISSISSIPPI DEED OF TRUST,  
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THIS MISSISSIPPI DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Deed of Trust**"), executed as of May 1, 2017, by BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Borrower**"), in favor of Robert C. Hannon ("**Trustee**"), for the use and benefit of SERVISFIRST BANK, an Alabama state bank and its successors and assigns ("**Lender**").

**WITNESSETH:**

WHEREAS, Borrower desires to secure repayment of the indebtedness described in Section 2 hereof by a conveyance of the Premises (hereinafter defined); and

WHEREAS, Lender accepts the benefits of this Deed of Trust;

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the Borrower and Lender agree as follows:

1. **Premises.** Borrower conveys and warrants unto Trustee, all of Borrower's right, title and interest in and to the following described property and property rights (whether now owned or hereafter

acquired by Borrower) and all replacements and additions thereto (hereinafter referred to collectively as the "Premises"):

The real property more particularly described on Exhibit A attached hereto and incorporated herein by reference;

TOGETHER with all buildings, structures and other improvements now or hereafter located on all or any part of the Premises;

TOGETHER with all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Premises;

TOGETHER with any and all tenements, hereditaments, easements and appurtenances, reversions and remainders pertaining to the Premises;

TOGETHER with all fixtures of every kind and nature, now or hereafter located in, on or under the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises, along with the additional personalty described in more detail in Section 4 hereof;

TOGETHER with any and all leases and contracts affecting the Premises both presently existing and hereafter arising, and all rents, income, or profits which are now due or may hereafter become due by reason of the renting, leasing or bailment of all or part of the Premises, all of which are hereby assigned to Lender as further security for the repayment of the indebtedness described in Section 2 hereof; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the Premises, to the extent of all amounts which may be secured by this Deed of Trust at the date of any such award or payment including but not limited to the reasonable attorneys' fees, costs and disbursements incurred by the Trustee and/or the Lender in connection with the collection of such award or payment.

TO HAVE AND TO HOLD the foregoing Premises and rights hereby granted to the use and benefit of Trustee, his successors and assigns forever.

**2. Trust Created; Indebtedness Defined.** This conveyance is made IN TRUST in order to secure prompt payment in full of any and all indebtedness or obligations owned by Borrower to Lender, including without limitation the following (hereinafter the "**Secured Indebtedness**"):

(a) All obligations evidenced by that certain Loan Agreement of even date herewith by and among Borrower, the other Borrowers described therein, the Guarantor, and Lender, as such may be amended and/or restated from time to time (the "**Loan Agreement**"; capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement), along with all obligations under all other Loan Documents, including the \$14,000,000 Term Note and \$5,000,000 Revolving Credit Note (the "**Notes**");

(b) All sums advanced by Lender to Borrower or expended by Lender in order to preserve, protect or enhance the value of the Premises pursuant to the terms of this Deed of Trust, or otherwise, with interest thereon at the same rate as is provided in the Note, and the faithful performance of all terms and conditions contained herein, all of which Borrower agrees to pay to Lender ON DEMAND;

(c) The prompt payment of all court costs, expenses, interest and costs of whatever kind incident to the collection of any indebtedness secured hereby and the enforcement or protection of the lien created by this conveyance (including without limitation reasonable attorneys' fees), all of which Borrower agrees to pay to Lender ON DEMAND; and

(d) All obligations and other liabilities of Borrower to the Lender or any affiliate of Lender in respect of any of the following services provided to Borrower by the Lender or affiliate of Lender: (i) any treasury or other cash management services, including (A) deposit account, (B) automated clearing house (ACH) origination and other funds transfer, (C) depository (including cash vault and check deposit), (D) zero balance accounts and sweep, (E) return items processing, (F) controlled disbursement, (G) positive pay, (H) lockbox, (I) account reconciliation and information reporting, (J) payable outsourcing, (K) payroll processing, and (L) trade finance services, and (ii) card services, including (A) credit card (including purchasing card and commercial card), (B) prepaid card, including payroll, stored value and gift cards, (C) merchant services processing, and (D) debt service card services.

### 3. Assignment of Leasehold Estates Affecting Premises.

(a) As additional security hereunder, Borrower hereby assigns to Lender the rents from any lease or sublease of the Premises and the proceeds of this right shall be treated as cash collateral; provided, that prior to the occurrence of an Event of Default hereunder (hereinafter defined), Lender agrees to permit Borrower to collect and retain such rents as they become due and payable. Nothing in this section shall waive Lender's right to grant or withhold consent as to any lease or sublease affecting the Premises.

(b) Borrower shall faithfully perform the covenants of Borrower as lessor (or, as lessee, as the case may be) under any present and future leases, affecting all or any portion of the Premises, and shall neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of Borrower, Lender or Trustee therein or thereunder.

(c) Borrower, without first obtaining the written consent of Lender thereto, shall not (i) consent to the cancellation or surrender of any lease of all or any part of the Premises, now or hereafter existing, (ii) modify any such lease to shorten the unexpired term thereof, or to decrease the amount of the rent payable thereunder, or (iii) collect rents from the Premises for more than one month in advance.

(d) Promptly upon a request by Lender, but not more than once during any calendar year, Borrower shall procure and deliver to Lender at the time of executing this Deed of Trust, or at any time within thirty (30) days after notice and demand by Lender, estoppel letters or certificates from each lessee, tenant or occupant in possession of the Premises (or from each lessor, as the case may be), in form and substance satisfactory to Lender.

(e) Each lease pertaining to the Premises, or any part thereof, shall expressly provide, or shall be deemed to provide, that in the event of the enforcement by Lender of the remedies provided for by law or by this Deed of Trust, the lessee or tenant thereunder will, at the option and request of Lender (or any other person or entity succeeding to the interest of Lender) as a result of such enforcement, automatically become the lessee or tenant of Lender (or said successor in interest), without change in the terms or other provisions of said lease; provided, however, that Lender (and said successor in interest) shall not be bound by any payment of rental or additional rental for more than one (1) month in advance, except prepayments in the nature of security for the performance by said lessee or tenant of its obligations under said lease. Each

lease pertaining to the Premises shall also provide that, upon request by said successor in interest, the lessee or tenant thereunder shall deliver an instrument or instruments confirming such attornment.

(f) Notwithstanding any other provisions of this Deed of Trust, Borrower shall not enter into any lease affecting the Premises, or any part thereof, without the prior written consent of Lender unless such lease contains the following conditions: (i) each such lease shall contain a provision that the rights of the parties thereunder are expressly subordinate to all of the rights and title of Lender under this Deed of Trust; (ii) each such lease shall contain a provision whereby the parties thereunder expressly recognize and agree that, notwithstanding such subordination, Lender may, at its option, sell the Premises in the manner provided herein below subject to such lease; and (iii) at or prior to the time of the execution of any such lease, Borrower shall, as a condition to such execution, procure from the other party or parties thereto an agreement in favor of Lender, in form and substance satisfactory to Lender, under which such party or parties agree to be bound by the provisions of this Deed of Trust regarding the manner in which Lender may foreclose or exercise the power of sale under this Deed of Trust.

(g) Upon the occurrence of an Event of Default hereunder, Lender may, at its option, with or without notice or demand of any kind, exercise any or all of the following remedies in addition to the other remedies provided herein:

(i) Perform any and all obligations of Borrower under any or all of the leases affecting the Premises and exercise any and all rights of Borrower thereunder as fully as Borrower itself could, including, without limiting the generality of the foregoing: enforcing, modifying, extending or terminating any or all of the leases; collecting, modifying, compromising, waiving or increasing any or all of the rents payable thereunder; and obtaining new tenants and entering into new leases with respect to the Premises on any terms and conditions deemed desirable by Lender, and, to the extent Lender shall incur any costs or expend any monies in connection with the performance of any obligations of Borrower, including costs of litigation (including reasonable attorneys' fees), then all such costs shall become a part of the Secured Indebtedness, shall bear interest from the incurring thereof at the maximum nonusurious rate of interest then and thereafter in effect, and shall be due and payable on demand;

(ii) In Borrower's or Lender's name, institute any legal or equitable action which Lender in its sole discretion deems desirable to collect and receive any or all of the rents, issues and profits assigned herein;

(iii) Collect the rents, issues and profits and any other sums due under the leases and/or with respect to the Premises and apply the same, as follows:

- (1) First, against all costs and expenses, including reasonable attorneys' fees, incurred in connection with the operation of the Premises, the performance of Borrower's obligations under the leases and the collection of the rents thereunder;
- (2) Second, to the costs and expenses, including reasonable attorneys' fees, incurred in the collection of any or all of the Secured Indebtedness;
- (3) Third, to any or all unpaid principal of and interest on the Secured Indebtedness, in such order of priority as Lender shall determine, in its sole discretion; and

(4) Fourth, to Borrower, or to the person or entity lawfully entitled thereto;

(iv) Lender shall have full right to exercise any or all of the foregoing remedies without regard to the adequacy of the security for any or all of the Secured Indebtedness, and with or without the commencement of any legal or equitable action or the appointment of any receiver or trustee.

4. **Security Agreement.** This document is intended, among other things, to be a security agreement. Accordingly, Borrower hereby grants to Lender a security interest pursuant to the Uniform Commercial Code as adopted by Mississippi (the "UCC") in all fixtures and personal property presently or hereafter owned by Borrower and located on or used in the operation of the Premises, including, but not limited to, all fixtures, construction materials, goods, equipment, furniture and inventory, and all accessions, additions and replacements thereof, and all presently owned and hereafter acquired contract rights, accounts, deposit accounts, and general intangibles pertaining to the Premises or Borrower's operation of an enterprise thereon, together with all products and proceeds of the foregoing, including insurance proceeds. Borrower also grants to Lender a security interest pursuant to the UCC in any and all assets and personal property, whether presently existing or hereafter acquired or arising and wherever located, including without limitation, Gross Revenues (as defined in the Loan Agreement), all accounts, chattel paper, deposit accounts, documents, electronic chattel paper, equipment, fixtures, general intangibles, goods, health-care-insurance receivables, instruments, inventory, investment property, letter-of-credit rights, payment intangibles, promissory notes, software, any commercial tort claims hereafter identified by Borrower in any authenticated record delivered to Lender and all supporting obligations, products and proceeds of any of the foregoing. To the extent permitted by law, Borrower hereby authorizes Lender to file any financing statement amendment or continuation describing the fixtures, without Borrower's signature, in all applicable filing offices. Borrower shall pay all costs and transfer taxes required to be paid in order to file such financing statements in the appropriate place or places. This Deed of Trust shall constitute a financing statement for purposes of local filing requirements. Without the prior written consent of Lender, Borrower shall not create or suffer to be created, pursuant to the UCC, any other security interest in said personalty, including replacements and additions thereto and the proceeds thereof. Upon the occurrence of an Event of Default or Borrower's breach of any other covenants or agreement between the parties entered into in conjunction herewith, Lender shall have the remedies of a secured party under the UCC and, at Lender's option, the remedies provided for in this Deed of Trust.

5. **Additional Representations, Covenants and Warranties of Borrower.** Borrower further represents to Lender and covenants and agrees with the Lender as follows:

(a) **Title.** Borrower warrants that Borrower has a marketable fee simple title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that Borrower will forever warrant and defend the title to the Premises unto Trustee against the claims of all persons whomsoever; and that the Premises are unencumbered except as set forth on Exhibit B hereto.

(b) **No Liens or Assessments.** Borrower will not suffer or permit any lien (other than the lien of this Deed of Trust and Permitted Encumbrances, as defined within the Loan Agreement), lis pendens, attachment, cloud on title or assessment (other than current taxes not delinquent) to encumber the Premises. Lender has not consented and will not consent to the performance of any work or the furnishing of any materials which might be deemed to create a lien or liens superior to the lien hereof.

(c) **Insurance.** Borrower shall keep the Premises insured for the benefit of Lender against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke and other such hazards, in an amount equal to ninety

percent (90%) of full insurable value of the Premises. Additionally, Borrower shall maintain all insurance required by the terms of the Loan Agreement, including without limitation general liability insurance, in such amounts as are standard in the industry for the Premises. All insurance shall be in form and substance satisfactory to and issued by insurance companies approved by Lender. Borrower hereby assigns and shall deliver to Lender, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Lender, without contribution by Lender, pursuant to the New York Standard or other mortgagee clause satisfactory to Lender.

In the event of a foreclosure of this Deed of Trust, the purchaser of the Premises shall succeed to all the rights of Borrower, and to all policies of insurance hereby assigned to Lender.

Should any loss occur to the insured Premises, Lender is hereby appointed attorney in fact for Borrower to make proof of loss if Borrower fails to do so promptly, and to receipt for any sums collected under said policies, which sums, or any part thereof, at the option of Lender, may be applied either as payment on the Secured Indebtedness or to the restoration or repair of the Premises so damaged or destroyed. Borrower promptly will give written notice to Lender of any loss or damage to the Premises and will not adjust or settle such loss without the written consent of Lender. In the event of any default under this Deed of Trust or the Loan Agreement, all right, title and interest of Borrower in and to any insurance policies then in force, and particularly to the unearned premiums therein and existing claims thereunder, shall pass to Lender, which, at its option and as attorney in fact for Borrower, may make, settle and give binding acquittances for claims under said policies and may assign and transfer said policies or cancel and surrender the same applying any unearned premiums in such manner as it may elect. In case of Borrower's failure to keep the Premises so insured, Lender or its assigns, may, at its option (but shall not be required to) effect such insurance at Borrower's expense.

(d) Preservation and Maintenance of the Premises. Borrower shall maintain the Premises in good condition and repair, shall not commit or suffer any waste, impairment or deterioration of the Premises, and shall comply with, or cause to be complied with; all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Subject to the provisions of paragraph 5(f), Borrower shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this Deed of Trust, which may be affected by any eminent domain or condemnation proceeding. No part of the Premises, including but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter conveyed as security pursuant to this Deed of Trust, shall be removed, demolished or materially altered without the prior written consent of Lender. Borrower shall complete within a reasonable time and pay for any building, structure or other improvement at any time in the process of construction on the Premises herein conveyed. Borrower shall not initiate, join in, or consent to any change in any easement, private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof, without the prior written approval of Lender; provided, however, that Borrower may initiate, join in, or consent to changes in any easements, private restrictive covenant, zoning ordinance, or other public or private restrictions without Lender's prior written consent if such change has no material, adverse affect on the Premises. Lender and any persons authorized by Lender shall have the right to enter and inspect the Premises and access thereto shall be permitted for that purpose.

(e) Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially adversely affects Lender's interest in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a



debtor under applicable bankruptcy laws, then Lender, at Lender's option, without notice to Borrower, may make such appearances, disburse such sums and take such action as is reasonably necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this Deed of Trust, with interest thereon, shall become additional Secured Indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Notes. Nothing contained in this Article or in this Deed of Trust shall require Lender to insure the Premises, maintain or renew policies of insurance, pay taxes, discharge liens, pay any expense or do any act whatsoever to protect or preserve the Premises.

(f) Eminent Domain or Condemnation. Notwithstanding any taking of any part of the Premises by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises, by any public or quasi public authority or corporation, Borrower shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Lender of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Lender, be retained and applied by Lender toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Borrower for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Lender, but Lender shall not be obligated to assume the proper application of any amount paid over to Borrower. If, prior to the receipt by Lender of such award or payment, the Premises shall have been sold on foreclosure of this Deed of Trust, Lender shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with interest thereon at the maximum nonusurious rate of interest permitted to be charged at the time, whether or not a deficiency judgment on this Deed of Trust shall have been sought or recovered or denied, and to the extent of the reasonable counsel fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment.

(g) Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Premises.

(h) Transfer of the Premises. In the absence of the Lender's prior written consent, if all or any part of the Premises or any interest therein is sold, transferred, encumbered or restricted, including, without limitation, (i) the creation of a lien, charge, restriction or encumbrance against the Premises whether or not subordinate to this Deed of Trust, (ii) the execution of a contract to sell, lease or otherwise dispose of all, part of, or any interest in, the Premises, except for a bona fide purchase agreement under which possession is not delivered prior to closing and the Secured Indebtedness is to be satisfied in full (subject to any applicable prepayment penalties), (iii) the transfer of all, part of, or any interest in the beneficial or equitable title to the Premises, or (iv) subject to a thirty (30) day cure period, the filing of any tax lien, judgment lien or any other type of lien against the Premises, Lender may, at any time after Lender acquires actual knowledge of the actual or attempted sale, transfer, disposition, encumbrance or restriction, declare all Secured Indebtedness to be immediately due and payable.

(i) Discharge Liens. Borrower will promptly pay and settle or cause to be removed all claims or liens against all or any part of the Premises which affect the rights of Lender hereunder or, at Lender's option, will provide Lender with acceptable security for the satisfaction thereof, and Borrower will appear in and defend any action or proceeding purporting to affect the Premises or the lien of this Deed of Trust or the rights or powers of Lender hereunder, and

Borrower will pay all expenses incidental thereto; and if it shall become necessary for Lender to bring or defend any action to protect or establish any of its rights hereunder, Borrower will pay (in addition to costs and expenses allowed by law), the reasonable costs of bringing or defending such action, including reasonable attorneys' fees. In the event acceleration of payment of the unpaid portion of the Secured Indebtedness hereby is declared, but no sale is made, or if Lender elects not to pursue its other remedies at law or in equity, such acceleration shall be held for naught, and the Secured Indebtedness shall be deemed to mature as originally provided in the instruments evidencing the Secured Indebtedness, but without waiving the right of Lender again to declare a default for the same or a different event of default.

(j) Rents During Insolvency Proceeding. Should the Premises be involved in any insolvency, receivership, bankruptcy, or other proceedings affecting the possession of said Premises, it is further covenanted and agreed that Trustee or Lender shall be entitled to all of the rents, issues and profits realized from or during any such proceedings, whether or not there shall exist a default under this Deed of Trust. Such rents shall be treated as cash collateral.

(k) Payment of Secured Indebtedness. To pay to the Lender, when due, the interest, principal and other sums constituting the Secured Indebtedness.

(l) Management of Premises. Borrower shall not enter into any management agreement (except for the Management Agreement, as defined within the Loan Agreement) related to the Premises without Lender's prior written consent and any such agreement shall be specifically subordinate to this Deed of Trust.

**6. Events of Default.** The occurrence of any of the following events shall constitute an Event of Default hereunder:

- (a) An Event of Default, as defined therein, shall occur under the Loan Agreement;
- (b) Borrower shall abandon the Premises;
- (c) should any representation or warranty of Borrower herein contained, or contained in any instrument, transfer, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, reasonably appear to be untrue or misleading in any material aspect;
- (d) should Borrower breach any covenant or promise made in this Deed of Trust; or
- (e) should any state, local or federal tax lien or claim of lien for labor or material be filed of record against Borrower or the Premises and not be removed by payment or bond within thirty (30) days from date of recording.

To the extent permitted by law, Borrower waives any notice of default except for notices required by the Loan Agreement or any other Construction Loan Documents.

**7. Remedies.** Upon the occurrence of any Event of Default and the acceleration of the maturity of the Secured Indebtedness, the Lender, or other agent of the Lender, may take any one or more of the following actions:

- (a) declare any and all indebtedness secured by this Deed of Trust to be due and payable immediately

(b) enter upon and take possession of the Premises without applying for or obtaining the appointment of a receiver;

(c) employ a managing agent of the Premises and let the same, either in Trustee's own name, in the name of Lender or in the name of Borrower, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness;

(d) pay any sums in any form or manner deemed expedient by Lender to protect the security of this Deed of Trust, to prepare the Premises for foreclosure sale or to cure any Event of Default other than payment of interest or principal on the Secured Indebtedness;

(e) exercise any or all of the other rights and remedies provided for herein, and any other right or remedy available under law or in equity, including, but not limited to, rights and remedies of a secured party under the UCC.

(f) instruct the Trustee to foreclose this Deed of Trust.

In the event of foreclosure, Trustee shall, at the request of Lender, sell the Premises or any part of the Premises to satisfy and pay the Secured Indebtedness, and all impositions, if any, with accrued interest thereon, and all expenses of sale and all proceedings in connection therewith, including attorneys' fees and other costs of sale, to the highest bidder for cash. "Cash" may include wire transfers or other forms of present payment that are satisfactory to Lender. The sale of the Premises or any part thereof shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county in which the Premises is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same period of time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original parties to this Deed of Trust. Borrower waives the provisions of Miss. Code Ann. Section 89-1-55 and Section 111 of the Constitution of the State of Mississippi, as amended from time to time, as far as these sections restrict the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the Premises as a whole or in parts regardless of how it is described. If the Premises is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county or judicial district the sale of the Premises is to be made, newspaper advertisement published, and notice of sale posted, and Trustee's selection shall be binding upon Borrower and Lender. Trustee shall have full power to fix the day, time and place of sale and may sell the Premises in parcels or as a whole as he may deem best. Trustee may determine any details of sale not otherwise specified herein. At or in connection with any such sale, Trustee shall not be required to be physically present, or to have constructive possession of the Premises (Borrower hereby covenanting and agreeing to deliver to Trustee any portion of the Premises not actually or constructively possessed by Trustee immediately upon demand by Trustee) and the title and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale. An agent of Trustee may post the notice of sale, conduct the sale or take any other actions required herein of Trustee, and the appointment of agent need not be in writing or recorded. Trustee may, from time to time and from day to day, adjourn said sale by giving notice at the time and place of such continued sale at the time when and where Trustee shall make such adjournment. Each and every recital contained in every instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Secured Indebtedness, advertisement and conduct of such sale in the manner provided herein and otherwise by law and by appointment of any successor Trustee hereunder, and any and all prerequisites to the validity of such sale shall conclusively be deemed to have been performed. Trustee may sell all or part of the Premises subject to any leases, easements or other interests in the Premises. The receipt of Trustee or of such other party making the sale shall be a sufficient discharge to the purchaser at the sale for his purchase money and no such purchaser, or his assigns or

personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or non-application thereof. Borrower shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Borrower, and against any and all other persons claiming any part of the Premises through Borrower. If Borrower or anyone claiming title through Borrower remains in possession of the Premises after the sale, they shall be deemed tenants at sufferance. The sale by Trustee, or Trustee's substitute or successor, of less than the whole of the Premises shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make a successive sale or sales under such power until the whole of the Premises shall be sold; and, if the proceeds of such sale of less than the whole of the Premises shall be less than the aggregate of the Secured Indebtedness and the expense of enforcing this Deed of Trust as provided herein, this Deed of Trust and the lien hereof shall remain in full force and effect as to the unsold portion of the Premises just as though no sale has been made; provided, however, that Borrower shall never have any right to require the sale of less than the whole of the Premises but Lender shall have the right, at its sole election, to request Trustee to sell less than the whole of the Premises. The power of sale granted herein shall not be exhausted by any sale held hereunder by Trustee or his substitute or successor, and such power of sale may be exercised from time to time and as many times as Lender may deem necessary until all of the Premises has been duly sold and all Secured Indebtedness have been fully paid.

The proceeds of any sale under this Deed of Trust will be applied in the following manner:

**FIRST:** Payment of the costs and expenses of the sale, including, without limitation, Trustee's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of Trustee, together with interest on all advances made by Trustee from date of disbursement at the applicable interest rate under the Notes from time to time or at the maximum rate permitted to be charged by Trustee under the applicable law if that is less.

**SECOND:** Payment of all sums expended by Lender under the terms of this Deed of Trust and not yet repaid, together with interest on such sums from date of disbursement at the applicable interest rate under the Notes from time to time or the maximum rate permitted by applicable law if that is less.

**THIRD:** Payment of all other indebtedness secured by this Deed of Trust in any order that the Lender chooses.

**FOURTH:** The remainder, if any, to the person or persons legally entitled to it.

#### **8. Miscellaneous Provisions.**

(a) Trustee's Compensation. Trustee is and shall be entitled to reasonable compensation for all services rendered hereunder, or in connection with the trust herein provided, and in addition, Trustee shall be entitled to receive a reasonable sum for an examination of the title at the date of sale to assure himself as to what person is entitled to receive any surplus which may remain after discharging the liens hereby created. Trustee's compensation, together with any and all necessary and reasonable expenses, charges, counsel fees, including fees for legal advice concerning his rights and duties in the Premises, and other disbursements incurred by Trustee in discharge of his duties as such, shall be a further charge and lien upon said Premises and enforced as part of the Secured Indebtedness.

(b) Substitute Trustee. Trustee shall be under no duty to take any action hereunder except as expressly required herein or by law. Trustee shall have the right to select, employ and consult with counsel, and shall not be liable to Borrower or Lender for actions taken in good

faith. Trustee shall be deemed to have acted in good faith if it acts on advice of counsel. Trustee may rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. Borrower shall pay all reasonable costs, fees and expenses incurred by Trustee and Trustee's agents and counsel in connection with the performance by Trustee of its obligations hereunder, and all such costs, fees and expenses shall be secured by this Deed of Trust. Borrower's obligations under this section shall not be reduced or impaired by principles of comparative or contributory negligence. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from other moneys (except to the extent required by law). Trustee shall have no duty to pay interest on any moneys received by him hereunder. Trustee may resign at any time and for any reason by giving written notice to the Borrower and the Lender at the addresses listed for them in this Deed of Trust. If Trustee or any successor Trustee shall die, resign or become disqualified from acting in the execution of this trust, or Lender shall desire for any reason to appoint a substitute trustee, Lender shall have full power to appoint one or more substitute Trustees and, if preferred, several substitute Trustees in succession who shall succeed to all the estates, rights, powers and duties of Trustee ("**Substitute Trustee**"). The instrument appointing such substitute Trustee(s) may be executed by any officer, authorized agent or attorney in fact of Lender, and as so executed, such instrument shall be conclusively presumed to be executed with authority, valid and sufficient, without further proof of any action. Upon any such appointment, all of the powers, rights and authority of the Trustee shall immediately become vested in such successor. In no event or circumstance shall Trustee or any substitute Trustee hereunder be personally liable under or as a result of this Deed of Trust, either as a result of any action by Trustee (or any substitute Trustee) in the exercise of the powers hereby granted or otherwise, except that Trustee shall be personally liable for its gross negligence or willful misconduct.

(c) **Future Advances.** This Deed of Trust secures all future advances by Lender of principal, regardless of whether such future advances are (a) optional or obligatory, (b) additional advances of principal or advances to protect the Premises, (c) being advanced for the same purpose as advances previously made, (d) arising out of the same transaction as previous advances, or (e) currently within the contemplation of the parties. The priority of all such future advances shall relate back to the date of filing of this Deed of Trust.

(d) **Marshaling Not Required.** If the Secured Indebtedness, or any part thereof, is now or hereafter further secured by chattel mortgages, other deeds of trust, security interests, pledges, contracts of guaranty, endorsements, assignments of leases or other securities, Lender may, at its option, exhaust any one or more of said securities and the security hereunder either concurrently or independently, and in such order as it may determine, and Lender shall not be required to marshal assets.

(e) **Sale by Foreclosure of Prior Encumbrances.** In the event that this Deed of Trust shall now or at any time after the date hereof be subordinate to any other encumbrance on the Premises, Borrower hereby agrees that the lien of this conveyance shall extend to the entire interest of Borrower in the Premises conveyed hereby, and shall extend to the interest of Borrower in the proceeds from any sale of the Premises, whether by foreclosure of any such prior encumbrance or otherwise, to the extent any such proceeds exceed the amount necessary to satisfy such prior encumbrance(s). Any trustee or other person conducting any such sale or foreclosure is hereby directed to pay such excess proceeds to Lender to the extent necessary to pay the Secured Indebtedness in full, notwithstanding any provision to the contrary contained in any prior encumbrance.

(f) Extensions, Etc. Lender may without the consent of any other parties, agree to extend the time for payment of all or any part of the Secured Indebtedness, or reduce, rearrange or otherwise modify the terms of payment thereof, or accept a renewal note or notes therefor, without notice to or the consent of any junior lienholder or any other person having an interest in the premises subordinate to the lien of this Deed of Trust. No such extension, reduction, modification or renewal shall affect the priority of this Deed of Trust or impair the security hereof in any manner whatsoever, or release, discharge or otherwise affect in any manner the personal liability of Borrower to Lender or the liability of any other person now or hereafter liable for payment of the Secured Indebtedness or any part thereof.

(g) Further Assurances. Borrower agrees to furnish Trustee and Lender with such further instrument, documents and certificates and to take such further actions as Lender may deem reasonably necessary in order to perfect and/or maintain the perfection and priority of the lien of this Deed of Trust on the Premises.

(h) Greater Estate. In the event that Borrower is the owner of a leasehold estate or any other estate less than a fee simple with respect to any portion of the Premises and, prior to the satisfaction of the Secured Indebtedness and the cancellation of this Deed of Trust of record, Borrower obtains any greater estate or interest in the Premises, then such greater estate shall automatically and without further action of any kind on the part of Borrower pass to Trustee and be and become subject to the lien and all the terms of this Deed of Trust.

(i) No Merger. Acquisition of the Premises by the Lender shall not effect a merger of this Deed of Trust which shall not be released except by a Notice of Cancellation or Release executed by Lender and filed in the appropriate Chancery Clerk's office.

(j) Modification of Deed of Trust; Waiver. No amendment to or modification of this Deed of Trust or waiver of any of the terms hereof shall be valid or effective unless the same is in writing signed by and between Borrower and Lender (without necessity of joinder therein by the Trustee).

(k) After Acquired Rights. As security for all obligations secured by this Deed of Trust, Borrower hereby irrevocably grants, conveys, transfers and assigns to Lender, with, to the extent permitted by applicable law, power of sale and right of entry and possession, all right, title, and interest in and to the Realty that may hereafter be acquired by Borrower. Without limitation of the foregoing, if Borrower should acquire any interest or estate in the Realty or any component thereof that Borrower does not presently hold, then this Deed of Trust shall encumber and constitute a lien upon any and all of such interest or estate, without further act or instrument by Lender, Borrower or any third party. Borrower immediately shall notify Lender of any such acquisition. Upon request of Lender and without cost or expense to Lender, Borrower will execute, acknowledge and deliver all such further instruments and assurances as Lender shall reasonably require to ratify, confirm, or perfect Lender's lien on any right, title, interest or estate in or to the Realty acquired at any time hereafter. This entire *Section 7.2* is subject to compliance with all applicable law.

(l) Time is of Essence. Borrower agrees that where, by the terms hereof or the Loan Agreement or the Notes, a day is named or a time as fixed for the payment of any sum of money or the performance of any agreement, the time stated is an important part of the consideration and is of the essence of the whole contract.

(m) Forbearance by Lender Not a Waiver. Any indulgence or departure at any time and from time to time by Lender from any of the provisions hereof, or of any obligation hereby

secured, shall not modify the same or relate to the future or waive future compliance therewith by Borrower.

(n) Remedies Cumulative. The rights of Trustee and Lender, granted and arising under the clauses and covenants contained in this Deed of Trust, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Trustee and Lender may have under any other loan documents or at law or in equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Trustee or Lender shall be construed as an election to proceed under any one provision herein or under the Notes to the exclusion of any other provisions, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

(o) Right to Bring Suit. Lender shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this Deed of Trust, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Trustee and/or Lender thereafter to enforce any appropriate remedy against Borrower, including an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

(p) Appointment of Receiver. Upon any default hereunder which is not cured within any applicable cure period, Lender may, in person, by agent, or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Premises. All Rents collected subsequent to delivery of written notice by Lender of an uncured default hereunder shall be applied first to the costs, if any, of taking control of and managing the Premises and collecting the Rents, including, without limitation, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of maintenance and repairs to the Premises, premiums on insurance policies, taxes, assessments, and other charges on the Premises, and the costs of discharging any obligation or liability of the landlord under the Leases, and then to the indebtedness secured hereby. Lender and the receiver shall be liable to account only for those Rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower, or anyone having an interest in the Premises by reason of anything done or left undone by Lender under this Section 6. If the costs of taking control of and managing the Premises exceed the Rents, the excess sums expended for such purposes shall be indebtedness secured by this Deed of Trust, and payable by Borrower upon demand by Lender with interest at the "Default Rate" defined in the Loan Agreement. Nothing herein shall constitute Lender a "mortgagee in possession" prior to its actual entry upon and taking possession of the Premises, entry upon and taking possession by a receiver not constituting possession by Lender.

(q) Notice. Every provision for notice and demand or protest shall be deemed fulfilled by written notice personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Trustee and/or Lender, or addressed to the street address of the Premises; provided, notice of foreclosure shall be satisfied by the publication of notice of sale in the manner described in this Deed of Trust.

(r) Governing Law. The validity, construction and effect of this Deed of Trust shall be governed by the laws of the State of Mississippi.

(s) Severability. If any provision(s) of this Deed of Trust or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Deed of Trust and the application of such provision(s) to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(t) Successors and Assigns Bound; Captions; Grammatical Construction. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender, Trustee and Borrower. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof. The words "Borrower", "Lender" and "Trustee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under any of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural.

(u) Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing with respect to any and all fixtures located on the Premises.

9. **Hazardous Materials**. For purposes of this Deed of Trust, "**Hazardous Material**" means and includes any hazardous or toxic substance, material or waste, or any contaminant or pollutant, which is now or hereafter listed, defined, or regulated under Environmental Laws. Without limiting the generality of the foregoing, Hazardous Material shall specifically include polychlorinated biphenyl, asbestos, radon, urea formaldehyde, petroleum products (including gasoline, diesel fuel and oil), hydrocarbons, petroleum-derived constituents and containers with hazardous waste residue. "**Environmental Laws**" shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct pertaining or related to the environment, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. §§ 9601 to 9675; the Resource Conservation and Recovery Act, 42 U.S.C.A. §§ 6921 to 6939e; the Federal Water Pollution Control Act, 33 U.S.C.A. §§ 1251 to 1387; the Clean Air Act, 42 U.S.C.A. §§ 7401 to 7671q; the Emergency Planning and Community Right To Know Act, 42 U.S.C.A. §§ 11001 to 11050; the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601 to 2692; the Solid Waste Disposal Act, 42 U.S.C.A. §§ 6901 to 6992k; the Oil Pollution Act, 33 U.S.C.A. §§ 2701 to 2761; the Hazardous Materials Transportation Act, 49 U.S.C.A. § 5101 *et seq.*; and the environmental laws of the State of Mississippi, as the same may be amended from time to time. With respect to Hazardous Material, Borrower represents and warrants as follows:

(a) Neither Borrower nor, to the best knowledge of Borrower, any other person has ever caused or allowed any Hazardous Material to be placed, held, located, stored or disposed of on, under or at the Premises or any part thereof except as permitted under, and in total compliance with, applicable Environmental Laws.

(b) No part of the Premises has ever been used (whether by the Borrower or, to the best knowledge of the Borrower, by any other person) as a dump site, disposal site or storage site (whether permanent or temporary) for any Hazardous Material.

(c) Borrower's use of the Premises is and has been at all times in compliance with all Environmental Laws;

(d) Borrower hereby agrees to indemnify Lender and Trustee and hold the Lender and Trustee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted



against Lender for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws, regardless of whether or not caused by, or within the control of, Borrower);

(e) If Borrower receives any notice of (i) the happening of any event involving the release, spill, discharge or cleanup of any Hazardous Material (a "**Hazardous Discharge**") affecting Borrower or the Premises or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or any other environmental, health or safety matter affecting Borrower or the Premises (an "**Environmental Complaint**") from any person or entity, including, without limitation, the United States Environmental Protection Agency ("**EPA**") or any state administrative agency, then Borrower will give, within seven (7) business days, oral and written notice of same to Lender; and

(f) Without limitation of Lender's rights under this Deed of Trust, Lender shall have the right, but not the obligation, to enter onto the Premises or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Discharge or Environmental Complaint upon its receipt of any notice from any person or entity, including, without limitation, the EPA, asserting the existence of any Hazardous Discharge or Environmental Complaint on or pertaining to the Premises which, if true, could result in an order, suit or other action against Borrower affecting any part of the Premises by any governmental agency or otherwise which, in the sole opinion of Lender could jeopardize Lender's security under this Deed of Trust. All reasonable costs and expenses incurred by Lender in the exercise of any such rights shall be secured by this Deed of Trust and shall be payable by Borrower upon Demand, together with interest thereon at a rate equal to the highest interest rate payable under the documents and instruments evidencing the Secured Indebtedness. Any subcontractors taken hereunder by Lender shall be taken for the sole purpose of protecting Lender's security hereunder and shall not be interpreted as evidence of any management or ownership interest on Lender's part.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date of its acknowledgement below, and effective as of the date first above written.

**BORROWER:**

BATESVILLE REGIONAL MEDICAL CENTER, INC.

By: Steve Clapp  
Steve Clapp, President

STATE OF Tennessee

COUNTY OF Knox

Personally appeared before me, the undersigned authority in and for the said county and state, on April 28, 2017, within my jurisdiction, the within named Steve Clapp, who acknowledged to me that he is the President of Batesville Regional Medical Center, Inc., a Tennessee nonprofit corporation, and that for and on behalf of said corporation as its President, and as its act and deed as President and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as President therefor, after first having been duly authorized by said corporation to do so.

My commission expires:

07/08/2017



Katrina E. Vargas  
Notary Public

[Signature Page to Mississippi Deed of Trust]

**EXHIBIT A**

LEGAL DESCRIPTION

**PARCEL 1**

Tract I: A part of the Southeast Quarter of Section 9, Township 9 South, Range 7 West, more particularly described as:

Beginning at a point that is 417.6 feet North and 20.0 feet West of the intersection of the East line of said Section 9 with the North line of Mississippi Highway No. 6; said point of beginning being on the North line of a lot owned now by Coleman Fowler; running thence West for a distance of 900.0 feet; thence North for a distance of 623 feet to an iron stake; thence East for a distance of 880.0 feet to a point that is 40.0 feet West of the East line of said Section 9; running thence South along the West line of a proposed road for a distance of 21.4 feet; thence in a Southerly direction along the West line of said proposed road around a curve to the left with a radius of 2904.79 feet for a distance of 304.18 feet; thence in a Southerly direction along the West line of said proposed road around a curve to the right with a radius of 2824.79 feet for a distance of 295.81 feet to the point of beginning; and being the same property conveyed to South Panola County Hospital District by deed in Book N-3 at Page 159.

Tract II:

A part of the Northeast Quarter of Section 15, Township 9 South, Range 7 West, in the Second Judicial District of Panola County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said Section 15; running thence south for a distance of 935.16 feet; thence West for a distance of 4.76 feet to an iron pin on an existing property line fence and the point of beginning; running thence South  $00^{\circ}16'29''$  West along said property line fence for a distance of 992.26 feet to an iron pin; thence West for a distance of 1284.05 feet to an iron pin on the Easterly right of way line of a proposed road; thence along the Easterly right of way line of said proposed road as follows: North  $06^{\circ}47'54''$  East for a distance of 297.43 feet to an iron pin; thence in a Northeasterly direction around a curve to the right having a delta angle of  $37^{\circ}11'28''$  a radius of 550.00 feet for a distance of 357.01 feet to an iron pin; thence North  $43^{\circ}59'22''$  East for a distance of 236.11 feet to an iron pin; thence in a Northeasterly direction around a curve to the right having a delta angle of  $45^{\circ}08'57''$  a radius of 665.00 feet for a distance of 524.02 feet to an iron pin; thence North  $89^{\circ}08'17''$  East for a distance of 470.79 feet to the point of beginning, and being the same property conveyed to South Panola County Hospital District by Deed in Book B-9 at Page 304.

FOR INFORMATION ONLY

**PARCEL 1**

Tract I: 155 Keating Road, Batesville, MS (Tri Lakes Behavioral Health Center)  
Tax ID 3182P0005300 40002600, PPIN 8172

TRACT II: 303 MEDICAL CENTER DRIVE, BATESVILLE, MS (TRI LAKES MEDICAL  
CENTER) TAX ID 3185 0005900 0000101, PPIN 8173  
311 MEDICAL CENTER DRIVE, BATESVILLE, MS  
TAX ID 3185 0005900 0000113, PPIN 8174

**EXHIBIT B**

**PERMITTED ENCUMBRANCES**


1. County and City taxes and assessments for the year 2017 and subsequent years not yet due and payable.

**PARCEL 1, Tract I:**

2. Terms and conditions contained in Warranty Deed from Physicians and Surgeons Hospital Group, a Mississippi non-profit corporation dated September 4, 2009, filed of record September 11, 2009 and recorded in Book 2009 Page 2260.
3. All those matters shown on the survey of Old Panola County Hospital by Elliott and Britt Engineering, P.A., dated May 5, 2011.
4. Easement from Howard R. Hendrix and Marjorie O. Hendrix to American Telephone and Telegraph Company dated December 5, 1947, filed of record December 31, 1947 and recorded in Book 178 Page 181.
5. Subject to the terms and conditions contained in Warranty Deed from B. E. Boothe to State Highway Commission of Mississippi dated October 22, 1936, filed of record November 27, 1936 and recorded in Book X Page 85.
6. Matters reflected on survey by Blew & Associates, PA dated May 1, 2017, and designated as Job No. 17-525.

**PARCEL 1, Tract II:**

7. Terms and conditions contained in Warranty Deed from Physicians and Surgeons Hospital Group, a Mississippi non-profit corporation dated September 4, 2009, filed of record September 11, 2009 and recorded in Book 2009 Page 2280 of the land records of the Second Judicial District of Panola County, MS
8. Covenants and Restrictions contained in Warranty Deed of Gift from Batesville Project, Inc. to South Panola County Hospital District dated April 12, 1998, filed April 21, 1998 and recorded in Book B-9 Page 304.
9. All those matters shown on the survey of New Panola County Hospital by Elliott and Britt Engineering, P.A., dated May 5, 2011.
10. Matters reflected on survey by Blew & Associates, PA, dated May 1, 2017, and designated as Job No. 17-526.

 <b>First American Title™</b>	<b>Loan Policy of Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Loan Policy</b>	POLICY NUMBER <b>5011300-2344030e</b>

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 17 of the Conditions.**

#### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A

#### **First American Title Insurance Company**



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

#### For Reference:

**File #:** 2902723.000080 P

**Loan #:** Batesville

#### Issued By:

**Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.**

One Eastover Center, 100 Vision Drive, Suite 400  
Jackson, MS 39211

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
  - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - (b) failure of any person or Entity to have authorized a transfer or conveyance;
  - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
  - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
  - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
  - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
  - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
  - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
    - (i) contracted for or commenced on or before Date of Policy; or
    - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
  - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
  - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters.
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  - 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  - 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (A) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
- (B) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (C) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (D) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
  - (i) the amount of the principal disbursed as of Date of Policy;
  - (ii) the amount of the principal disbursed subsequent to Date of Policy;
  - (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
  - (iv) interest on the loan;
  - (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
  - (vi) the expenses of foreclosure and any other costs of enforcement;
  - (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
  - (viii) the amounts to pay taxes and insurance; and
  - (ix) the reasonable amounts expended to prevent deterioration of improvements;
 but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.
- (E) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is obligor under the provisions of Section 12(c) of these Conditions;
    - (B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
    - (C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (D) successors to an Insured by its conversion to another kind of Entity;
    - (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured, or
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
    - (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
  - (ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.
- (F) "Insured Claimant": An Insured claiming loss or damage.
- (G) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
- (H) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (I) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term

"Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

- (j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), the "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (l) "Title": The estate or interest described in Schedule A.
- (m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those

stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action.

It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the



Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
  - (i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
  - (ii) To purchase the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of
  - (i) the Amount of Insurance,
  - (ii) the Indebtedness,
  - (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or
  - (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.
- (d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

- (a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.
- (b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

#### 11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT****(a) The Company's Right to Recover**

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

**(b) The Insured's Rights and Limitations**

**(i)** The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

**(ii)** If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

**(c) The Company's Rights Against Non-insured Obligors**

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

**13. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other

controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

**(a)** This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

**(b)** Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

**(c)** Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

**(d)** Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**15. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.


**16. CHOICE OF LAW; FORUM**

**(a)** Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

**(b)** Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**17. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.

 <b>First American Title™</b>	ALTA Loan Policy (6-17-06)
<b>Schedule A</b>	ISSUED BY <b>First American Title Insurance Company</b>

File No: 2902723.000080 (Batesville)

Address Reference: 155 Keating Road, Batesville, Panola County, MS,  
303 Medical Center Drive, Batesville, Panola County, MS, and  
311 Medical Center Drive, Batesville, Panola County, MS

Amount of Insurance: \$11,420,216.00

Policy No. 5011300-2344030e

Date of Policy: May 4, 2017 at 3:58 pm

1. Name of Insured:

ServisFirst Bank

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is: fee simple

3. Title is vested in:

Batesville Regional Medical Center, Inc. by virtue of a Special Warranty Deed from Alliance Health Partners, LLC, dated April 27, 2017, filed May 4, 2017 and recorded in Book 2017 Page 1342 of the land records of the Second Judicial District of Panola County, MS

4. The Insured Mortgage, and its assignments, if any, are described as follows:

Mississippi Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing  
Grantor: Batesville Regional Medical Center, Inc.  
Beneficiary: ServisFirst Bank  
Original Amount: \$14,000,000.00  
Dated: May 1, 2017  
Recorded: May 4, 2017  
Recording No.: Book 2017 Page 4753


5. The Land referred to in this policy is described as follows:

See Schedule A attached hereto and made a part hereof:

**First American Title Insurance Company**

By: Baker Donelson Bearman Caldwell & Berkowitz, PC

By:   
Authorized Signatory

 <b>First American Title™</b>	ALTA Loan Policy (6-17-06)
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A, Exhibit A</b>	

File No: 2902723.000080 (Batesville)

Policy No. 5011300-2344030e

**LEGAL DESCRIPTION:**

**PARCEL 1**

Tract I:

A part of the Southeast Quarter of Section 9, Township 9 South, Range 7 West, more particularly described as:

Beginning at a point that is 417.6 feet North and 20.0 feet West of the intersection of the East line of said Section 9 with the North line of Mississippi Highway No. 6; said point of beginning being on the North line of a lot owned now by Coleman Fowler; running thence West for a distance of 900.0 feet; thence North for a distance of 623 feet to an iron stake; thence East for a distance of 880.0 feet to a point that is 40.0 feet West of the East line of said Section 9; running thence South along the West line of a proposed road for a distance of 21.4 feet; thence in a Southerly direction along the West line of said proposed road around a curve to the left with a radius of 2904.79 feet for a distance of 304.18 feet; thence in a Southerly direction along the West line of said proposed road around a curve to the right with a radius of 2824.79 feet for a distance of 295.81 feet to the point of beginning; and being the same property conveyed to South Panola County Hospital District by deed in Book N-3 at Page 159.

Being more particularly described as:

A PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 9 SOUTH, RANGE 7 WEST, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT THAT IS N 00°14'12" W 417.60' AND S 89°45'48" W 20.00' FROM THE INTERSECTION OF THE EAST LINE OF SAID SECTION 9 WITH THE NORTH LINE OF MISSISSIPPI HIGHWAY NO. 6; SAID POINT OF BEGINNING BEING ON THE NORTH LINE OF A LOT OWNED NOW BY COLEMAN FOWLER; RUNNING THENCE S 89°45'48" W FOR A DISTANCE OF 900.00' TO A 1/2" IRON PIN; THENCE N 00°14'12" W FOR A DISTANCE OF 623.21' TO AN 1/2" IRON PIN; THENCE N 89°46'38" E FOR A DISTANCE OF 880.00' TO A POINT; RUNNING THENCE SOUTHERLY ALONG A LINE PARALLEL AND 40' WEST OF THE EAST LINE OF SECTION 9, S 00°14'12" E 21.40'; THENCE IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF KEATING ROAD AROUND A CURVE TO THE LEFT WITH A RADIUS OF 2904.79' FOR A DISTANCE OF 304.18', HAVING A CHORD BEARING AND DISTANCE OF N 03°14'12" W 304.04'; THENCE IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF SAID ROAD AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 2824.79' FOR A DISTANCE OF 298.14', HAVING A CHORD BEARING AND DISTANCE OF N 01°01'22" W 298.00' TO THE POINT OF BEGINNING.

Tract II:

A part of the Northeast Quarter of Section 15, Township 9 South, Range 7 West, in the Second Judicial District of Panola County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said Section 15; running thence south for a distance of 935.16 feet; thence West for a distance of 4.76 feet to an iron pin on an existing property line fence and the point of beginning; running thence South 00°16'29" West along said property line fence for a distance of 992.26 feet to an iron pin; thence West for a distance of 1284.05 feet to an iron pin on the Easterly right of way

line of a proposed road; thence along the Easterly right of way line of said proposed road as follows: North 06°47'54" East for a distance of 297.43 feet to an iron pin; thence in a Northeasterly direction around a curve to the right having a delta angle of 37°11'28" a radius of 550.00 feet for a distance of 357.01 feet to an iron pin; thence North 43°59'22" East for a distance of 236.11 feet to an iron pin; thence in a Northeasterly direction around a curve to the right having a delta angle of 45°08'57" a radius of 665.00 feet for a distance of 524.02 feet to an iron pin; thence North 89°08'17" East for a distance of 470.79 feet to the point of beginning, and being the same property conveyed to South Panola County Hospital District by Deed in Book B-9 at Page 304.

Being more particularly described as:

A PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 9 SOUTH, RANGE 7 WEST, IN THE SECOND JUDICIAL DISTRICT OF PANOLA COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:


COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; RUNNING THENCE S 00°42'10" E FOR A DISTANCE OF 935.16 FEET; THENCE S 89°17'50" W FOR A DISTANCE OF 4.76 FEET TO AN IRON PIN ON AN EXISTING PROPERTY LINE FENCE AND THE POINT OF BEGINNING; RUNNING THENCE S 00°25'41" E ALONG SAID PROPERTY LINE FENCE FOR A DISTANCE OF 992.26 FEET TO AN IRON PIN; THENCE S 89°17'50" W FOR A DISTANCE OF 1284.05 FEET TO AN IRON PIN ON THE EASTERLY RIGHT OF WAY LINE OF A PROPOSED ROAD; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID PROPOSED ROAD AS FOLLOWS: N 06°05'44" E FOR A DISTANCE OF 297.43 FEET TO AN IRON PIN; THENCE IN A NORTHEASTERLY DIRECTION AROUND A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 37°11'28" A RADIUS OF 550.00 FEET FOR A DISTANCE OF 357.01 FEET TO AN IRON PIN; THENCE N 43°17'12" E FOR A DISTANCE OF 236.11 FEET TO AN IRON PIN; THENCE IN A NORTHEASTERLY DIRECTION AROUND A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 45°08'57" A RADIUS OF 665.00 FEET FOR A DISTANCE OF 524.02 FEET TO AN IRON PIN; THENCE N 88°26'07" E FOR A DISTANCE OF 470.79 FEET TO THE POINT OF BEGINNING, AND BEING THE SAME PROPERTY CONVEYED TO SOUTH PANOLA COUNTY HOSPITAL DISTRICT BY DEED IN BOOK B-9 AT PAGE 304.

FOR INFORMATION ONLY

**PARCEL 1**

Tract I: 155 Keating Road, Batesville, MS (Tri Lakes Behavioral Health Center)  
Tax ID 3182P0005300 40002600, PPIN 8172

Tract II: 303 Medical Center Drive, Batesville, MS (Tri Lakes Medical Center)  
Tax ID 3185 0005900 0000101, PPIN 8173  
311 Medical Center Drive, Batesville, MS  
Tax ID 3185 0005900 0000113, PPIN 8174

 <b>First American Title™</b>	ALTA Loan Policy (6-17-06)
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule B Part I</b>	Exceptions from Coverage

File No: 2902723.000080 (Batesville)

Policy No. 5011300-2344030e

This policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees, or expenses that arise by reason of:

1. No coverage is provided as to the amount of acreage or square footage of the land.
2. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyances, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
3. County and City taxes and assessments for the year 2017 and subsequent years and not yet due and payable.

**PARCEL 1, Tract I:**

4. Terms and conditions contained in Warranty Deed from Physicians and Surgeons Hospital Group, a Mississippi non-profit corporation dated September 4, 2009, filed of record September 11, 2009 and recorded in Book 2009 Page 2260.
5. All those matters shown on the survey of Old Panola County Hospital by Elliott and Britt Engineering, P.A., dated May 5, 2011.
6. Easement from Howard R. Hendrix and Marjorie O. Hendrix to American Telephone and Telegraph Company dated December 5, 1947, filed of record December 31, 1947 and recorded in Book 178 Page 181.
7. Subject to the terms and conditions contained in Warranty Deed from B. E. Boothe to State Highway Commission of Mississippi dated October 22, 1936, filed of record November 27, 1936 and recorded in Book X Page 85.
8. Matters reflected on survey by Blew & Associates, PA dated May 1, 2017, and designated as Job No. 17-525.


**PARCEL 1, Tract II:**

9. Terms and conditions contained in Warranty Deed from Physicians and Surgeons Hospital Group, a Mississippi non-profit corporation dated September 4, 2009, filed of record September 11, 2009 and recorded in Book 2009 Page 2280 of the land records of the Second Judicial District of Panola County, MS
10. Covenants and Restrictions contained in Warranty Deed of Gift from Batesville Project, Inc. to South Panola County Hospital District dated April 12, 1998, filed April 21, 1998 and recorded in Book B-9 Page 304.

11. All those matters shown on the survey of New Panola County Hospital by Elliott and Britt Engineering, P.A., dated May 5, 2011.
12. Matters reflected on survey by Blew & Associates, PA, dated May 1, 2017, and designated as Job No. 17-526.

**ALL PARCELS:**

13. The Medical Office Lease dated November 5, 2014, by and between Alliance Health Partners, LLC (Tri Lakes Medical Center) (Landlord) and Batesville Family Medical Clinic, PLLC (Tenant). (303 Medical Center Dr, Suite 100, Batesville, MS)
14. The Part Time Lease dated January 15, 2016, by and between Alliance Health Partners, LLC (Merit Health Batesville) (Landlord) and Joseph E. Ruder II (Tenant). (303 Medical Center Dr, Suite A, Batesville, MS)
15. The Physician Space Occupancy Agreement – Part Time dated June 1, 2014, by and between Alliance Health Partners, LLC (Landlord) and Semmes-Murphey, P.C. (Tenant). (303 Medical Center Dr, certain suite from Ex A, Batesville, MS).
16. The Helicopter Medical Transportation Facilities Lease dated January 19, 2016, by and between Alliance Health Partners, LLC (Landlord) and Air Evac EMS, Inc. (Tenant). (helipad, fuel facilities, crew quarters and hangar, Batesville, MS).
17. The Clinic Corp Lease Part Time dated February 19, 2016, by and between Merit Health Batesville (Landlord) and Clarksdale HMA Physician Management, LLC (Tenant). (303 Medical Center Dr, Suite A, Batesville, MS) (Internal Lease)

 <b>First American Title™</b>	ALTA Loan Policy (6-17-06)
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule B Part II</b>	

File No: 2902723.000080 (Batesville)

Policy No. 5011300-02344030e

In addition to the matters set forth in Part I of this Schedule B, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

1. Mississippi Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing  
Grantor: Batesville Regional Medical Center, Inc.  
Beneficiary: CHS/Community Health Systems, Inc.  
Original Amount: \$14,200,000.00  
Dated: May 1, 2017  
Recorded: May 4, 2017  
Recording No.: Book 2017 Page 4771



## ENDORSEMENT

Attached to Policy No. 5011300-2344030e

### First American Title Insurance Company

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
  - b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to the Land at Date of Policy and that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation of a Covenant that:
    - i. divests, subordinates, or extinguishes the lien of the Insured Mortgage,
    - ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or
    - iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
  - b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
  - c. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
  - d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.d., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

### First American Title Insurance Company

By: Baker Donelson Bearman Caldwell & Berkowitz, PC

By: 

Authorized Signatory

ALTA Endorsement 9.3-06  
(Covenants, Conditions, and Restrictions-Improved Land-Owner's Policy)  
Revised 04-02-2012

**ENDORSEMENT**

**Attached to Policy No. 5011300-2344030e**

**First American Title Insurance Company**

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from Keating Road (as to Tract I) and Medical Center Drive (as to Tract III) (collectively, the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**First American Title Insurance Company**

By: Baker Donelson Bearman Caldwell & Berkowitz, PC

By:   
Authorized Signatory

ALTA Endorsement 17-06  
(Access and Entry)  
Adopted 06-17-06

**ENDORSEMENT**

**Attached to Policy No. 5011300-2344030e**

**First American Title Insurance Company**

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel:

Tax Identification Numbers:

Parcel 1 Tract I

3182P0005300 40002600, PPIN 8172

Parcel 1 Tract II

3185 0005900 0000101, PPIN 8173

3185 0005900 0000113, PPIN 8174

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**First American Title Insurance Company**

By: Baker Donelson Bearman Caldwell & Berkowitz, PC

By:   
Authorized Signatory

ALTA Endorsement 18.1-06  
(Multiple Tax Parcel)  
Adopted 06-17-06

**ENDORSEMENT**

**Attached to Policy No. 5011300-2344030e**

**First American Title Insurance Company**

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**First American Title Insurance Company**

By: Baker Donelson Bearman Caldwell & Berkowitz, PC

By: \_\_\_\_\_

Authorized Signatory

ALTA Endorsement 26-06  
(Subdivision)  
Adopted 10-16-08

## ENDORSEMENT

Attached to Policy No. 5011300-2344030e

**First American Title Insurance Company**

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Blew & Associates, PA, dated May 1, 2017 and designated Job No. 17-525 for Tract I and designated as Job No. 17-526 for Tract II.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**First American Title Insurance Company**

By: Baker Donelson Bearman Caldwell & Berkowitz, PC

By:   
\_\_\_\_\_  
Authorized Signatory

ALTA Endorsement 25-06  
(Same as Survey)  
Adopted 10-16-08

**ENDORSEMENT**

**Attached to Policy No. 5011300-2344030e**

**First American Title Insurance Company**

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**First American Title Insurance Company**

By: Baker Donelson Bearman Caldwell & Berkowitz, PC

By:   
Authorized Signatory

ALTA Endorsement 39-06  
(Policy Authentication)  
Adopted 04-02-13

## ENDORSEMENT

Attached to Policy No. 5011300-2344030e

### First American Title Insurance Company

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means an existing building, located on either the Land or adjoining land at Date of Policy and that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
  - b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
  - c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
  - d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the encroachments listed as Exceptions 5, 6, 8, 11 and 12 of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

### First American Title Insurance Company

By: Baker Donelson Bearman Caldwell & Berkowitz, PC

By: US MD  
Authorized Signatory

ALTA Endorsement 28.1-06  
(Encroachments-Boundaries and Easements)  
Adopted 04-02-12



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**  
State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

BRADLEY ARANT BOULT CUMMINGS LP  
STE 700  
1600 DIVISION ST  
NASHVILLE, TN 37203-2771

May 5, 2017 11:36 AM

Financing Statement Doc #: 426792975  
DLN #: B0386-5001

### UCC Financing Statement Acknowledgment

This acknowledges the filing of the attached UCC1 document. Please review the data to ensure database information corresponds with information on the submitted UCC form. In the event a discrepancy is found, please note the error and return the entire package to our office. If we may be of any further service to you, please contact us at the number noted below.

  
Tre Hargett  
Secretary of State

Enclosures: Original Documents

#### DEBTOR INFORMATION

BATESVILLE REGIONAL MEDICAL CENTER, 121 LEINHART STREET  
INC.

C/O CURAE HEALTH INC  
CLINTON, TN 37716

#### SECURED PARTY INFORMATION

SERVISFIRST BANK,

1801 WEST END AVENUE  
SUITE 110  
NASHVILLE, TN 37203

#### RECORDING TAX

Maximum principal indebtedness for Tennessee recording tax purposes is: \$2,850,000.00

#### FILING INFORMATION

Financing Statement Doc #: 426792975

Filing Date: 5/5/2017 11:30 AM

Lapse Date: 5/5/2022 11:59 PM

#### Document Receipt

Receipt #: 3362109

Fees Paid: \$15.00  
Taxes Paid: \$3,275.20

Payment-Check/MO - BRADLEY ARANT BOULT CUMMINGS LP, NASHVILLE, TN

\$3,320.20

Deposit-Account - BRADLEY ARANT BOULT CUMMINGS LLP, NASHVILLE, TN

\$30.00





**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  Mary Ward Bradley Arant Boult Cummings LP 1600 Division Street, Suite 700 Nashville, TN 37203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME BATESVILLE REGIONAL MEDICAL CENTER, INC.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 121 Leinhart Street c/o Curae Health, Inc.		CITY Clinton	STATE TN	POSTAL CODE 37716 COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME SERVISFIRST BANK,				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1801 West End Avenue, Suite 110		CITY Nashville	STATE TN	POSTAL CODE 37203 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

Debtor hereby grants to Secured Party a security interest in all fixtures and personal property presently or hereafter owned by Debtor and located on or used in the operation of the property described on Exhibit A attached hereto (the "Premises"), including, but not limited to, all fixtures, construction materials, goods, equipment, furniture and inventory, and all accessions, additions and replacements thereof, and all presently owned and hereafter acquired contract rights, accounts, deposit accounts, and general intangibles pertaining to the Premises or Debtor's operation of an enterprise thereon, together with all products and proceeds of the foregoing, including insurance proceeds. Debtor also grants to Lender a security interest in any and all assets and personal property, whether presently existing or hereafter acquired or arising and wherever located, including without limitation, Gross Revenues (as defined in the Loan Agreement between the Debtor and Secured Party), all accounts, chattel paper, deposit accounts, documents, electronic chattel paper, equipment, fixtures, general intangibles, goods, health-care-insurance receivables, instruments, inventory, investment property, letter-of-credit rights, payment intangibles, promissory notes, software, any commercial tort claims hereafter identified by Debtor in any authenticated record delivered to Secured Party and all supporting obligations, products and proceeds of any of the foregoing.

Maximum principal indebtedness for Tennessee recording tax purposes is \$ 2,850,000.00

5. Check only if applicable and check only one box: Collateral is ☐ held in Trust (see UCC1Ad, Item 17 and instructions)  
☐ being administered by a Decedent's Personal Representative

- 6a. Check only if applicable and check only one box:  
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility
- 6b. Check only if applicable and check only one box:  
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**PARCEL 1**

Tract I: A part of the Southeast Quarter of Section 9, Township 9 South, Range 7 West, more particularly described as:

Beginning at a point that is 417.6 feet North and 20.0 feet West of the intersection of the East line of said Section 9 with the North line of Mississippi Highway No. 6; said point of beginning being on the North line of a lot owned now by Coleman Fowler; running thence West for a distance of 900.0 feet; thence North for a distance of 623 feet to an iron stake; thence East for a distance of 880.0 feet to a point that is 40.0 feet West of the East line of said Section 9; running thence South along the West line of a proposed road for a distance of 21.4 feet; thence in a Southerly direction along the West line of said proposed road around a curve to the left with a radius of 2904.79 feet for a distance of 304.18 feet; thence in a Southerly direction along the West line of said proposed road around a curve to the right with a radius of 2824.79 feet for a distance of 295.81 feet to the point of beginning; and being the same property conveyed to South Panola County Hospital District by deed in Book N-3 at Page 159.

Tract II:

A part of the Northeast Quarter of Section 15, Township 9 South, Range 7 West, in the Second Judicial District of Panola County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said Section 15; running thence south for a distance of 935.16 feet; thence West for a distance of 4.76 feet to an iron pin on an existing property line fence and the point of beginning; running thence South 00°16'29" West along said property line fence for a distance of 992.26 feet to an iron pin; thence West for a distance of 1284.05 feet to an iron pin on the Easterly right of way line of a proposed road; thence along the Easterly right of way line of said proposed road as follows: North 06°47'54" East for a distance of 297.43 feet to an iron pin; thence in a Northeasterly direction around a curve to the right having a delta angle of 37°11'28" a radius of 550.00 feet for a distance of 357.01 feet to an iron pin; thence North 43°59'22" East for a distance of 236.11 feet to an iron pin; thence in a Northeasterly direction around a curve to the right having a delta angle of 45°08'57" a radius of 665.00 feet for a distance of 524.02 feet to an iron pin; thence North 89°08'17" East for a distance of 470.79 feet to the point of beginning, and being the same property conveyed to South Panola County Hospital District by Deed in Book B-9 at Page 304.

**FOR INFORMATION ONLY**

**PARCEL 1**

Tract I: 155 Keating Road, Batesville, MS (Tri Lakes Behavioral Health Center)  
Tax ID 3182P0005300 40002600, PPIN 8172

TRACT II: 303 MEDICAL CENTER DRIVE, BATESVILLE, MS (TRI LAKES MEDICAL  
CENTER) TAX ID 3185 0005900 0000101, PPIN 8173  
311 MEDICAL CENTER DRIVE, BATESVILLE, MS  
TAX ID 3185 0005900 0000113, PPIN 8174



Book 2017 Page 10417  
Deed of Trust  
10/11/2017 09:32:52 AM  
Panola County, MS-2nd  
James R Pitcock, Chancery Clerk

Panola County, MS-2nd  
I certify this instrument was filed  
on 10/11/2017 09:32:52 AM  
and recorded in the  
Deed of Trust  
Book 2017 Page 10417 - 10419  
James R Pitcock, Chancery Clerk

*James R Pitcock, Jr., P.C.*

This instrument was prepared by, and once recorded please return to: Robert C. Hannon and Rod Clement (MS Bar 6294), Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700, Nashville, TN 37203, telephone: (615) 252-2372.

Borrower: Batesville Regional Medical Center, Inc., Attention: Steve Clapp, c/o Curae Health, Inc., 121 Leinhardt Street, Clinton, TN 37716, telephone: 865-269-4074

Lender: ServisFirst Bank, 1801 West End Ave #110, Nashville, TN 37203, telephone: (615) 921 - 3523

Trustee: Robert C. Hannon, Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700  
P.O. Box 340025, Nashville, TN 37203, telephone (615) 252-2372

Indexing instructions: S ¼ §9 T9W R7W and NE ¼ §15 T9S R7W Second Judicial District Panola County MS.

Marginal Notation: Book 2017, page 4753.

**FIRST AMENDMENT TO MISSISSIPPI DEED OF TRUST,  
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THIS FIRST AMENDMENT TO MISSISSIPPI DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "**Amendment**"), is executed as of September 22, 2017, by BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Borrower**"), and SERVISFIRST BANK, an Alabama state bank and its successors and assigns ("**Lender**").

**WITNESSETH:**

A. Borrower executed, in favor of Trustee, and for the use and benefit of Lender that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated May 1, 2017 and filed of record on May 4, 2017 in Book 2017, Page 4753, with the Chancery Clerk of Panola County at

Batesville, Mississippi. Capitalized terms not otherwise defined herein shall have such meaning as set forth in the Deed of Trust.

B. Borrower and Lender desire to amend the Deed of Trust as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Borrower and Lender agree as follows:

1. Section 2(a) of the Deed of Trust is hereby amended to include reference that certain First Amendment to the Revolving Credit Note and the Loan Agreement of even date with this Amendment whereby the principal sum of the Revolving Credit Note is temporarily increased by \$2,000,000.00 to a principal sum of up to \$7,000,000 until October 31, 2017, after which time the principal sum of the Revolving Credit Note will be decreased back to its original amount of up to \$5,000,000.

2. The Deed of Trust is not amended in any other respect.

3. Borrower hereby reaffirms its obligations under the Deed of Trust, as amended hereby, and Borrower agrees that its obligations under such are valid and binding, enforceable in accordance with its terms, subject to no defense, counterclaim or objection.

[signatures commence on following page]

Book 2017 Page 10419  
Deed of Trust

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date of its acknowledgement below, and effective as of the date first above written.

**BORROWER:**

BATESVILLE REGIONAL MEDICAL CENTER, INC.

By: Steve Clapp  
Steve Clapp, President

STATE OF Tennessee  
COUNTY OF Knox

Personally appeared before me, the undersigned authority in and for the said county and state, on September 22, 2017, within my jurisdiction, the within named Steve Clapp, who acknowledged to me that he is the President of Batesville Regional Medical Center, Inc., a Tennessee nonprofit corporation, and that for and on behalf of said corporation as its President, and as its act and deed as President and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as President therefor, after first having been duly authorized by said corporation to do so.



Sarah Moore  
Notary Public  
My commission expires: February 5, 2019

**LENDER:**

SERVISFIRST BANK

By: William H. Berrell  
William H. Berrell, Senior Vice President

STATE OF TN  
COUNTY OF Davidson

Personally appeared before me, the undersigned authority in and for the said county and state, on September 22, 2017, within my jurisdiction, the within named William H. Berrell, who acknowledged to me that he is the Senior Vice President of ServisFirst Bank, an Alabama state bank, and that for and on behalf of said corporation as its Senior Vice President, and as its act and deed as Senior Vice President and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as Senior Vice President therefor, after first having been duly authorized by said corporation to do so.



Kelly Tress  
Notary Public  
My commission expires: 1-8-19

Signature Page to First Amendment to Deed of Trust]



Book 2017 Page 12970  
Deed of Trust  
12/22/2017 11:02:34 AM  
Panola County, MS-2nd  
James R Pitcock, Chancery Clerk

Panola County, MS-2nd  
I certify this instrument was filed  
on 12/22/2017 11:02:34 AM  
and recorded in the  
Deed of Trust  
Book 2017 Page 12970 - 12973  
James R Pitcock, Chancery Clerk

*Judy J. Pitcock, p.c.*

This instrument was prepared by, and once recorded please return to: Robert C. Hannon and Rod Clement (MS Bar 6294), Bradley Arant Boulton Cummings LLP, 1600 Division Street, Suite 700, Nashville, TN 37203, telephone: (615) 252-2372.

Borrower: Batesville Regional Medical Center, Inc., Attention: Steve Clapp, c/o Curae Health, Inc., 121 Leinhardt Street, Clinton, TN 37716, telephone: 865-269-4074

Lender: ServisFirst Bank, 1801 West End Ave #110, Nashville, TN 37203, telephone: (615) 921 - 3523

Trustee: Robert C. Hannon, Bradley Arant Boulton Cummings LLP, 1600 Division Street, Suite 700 P.O. Box 340025, Nashville, TN 37203, telephone (615) 252-2372

Indexing instructions: S ¼ §9 T9W R7W and NE ¼ §15 T9S R7W Second Judicial District Panola County MS.

Marginal Notation: Book 2017, Page 4753 and Book 2017, page 10196.

**SECOND AMENDMENT TO MISSISSIPPI DEED OF TRUST,  
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THIS SECOND AMENDMENT TO MISSISSIPPI DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "**Amendment**"), is executed as of December 13, 2017, by BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Borrower**"), and SERVISFIRST BANK, an Alabama state bank and its successors and assigns ("**Lender**").

**WITNESSETH:**

A. Borrower executed, in favor of Trustee, and for the use and benefit of Lender that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated May 1, 2017 and filed of record on May 4, 2017 in Book 2017, Page 4753, with the Chancery Clerk of Panola County at Batesville, Mississippi, as amended that that certain First Amendment to Mississippi Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated September 22, 2017 and filed of

record on October 3, 2017 in Book 2017, page 10196, said Clerk's Office. Capitalized terms not otherwise defined herein shall have such meaning as set forth in the Deed of Trust.

B. Borrower and Lender desire to amend the Deed of Trust as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Borrower and Lender agree as follows:

1. Section 2(a) of the Deed of Trust is hereby amended to include reference to that certain First Amendment to Term Note and Second Amendment to Loan Agreement of even date with this Amendment whereby, among other amendments, the principal sum of the Term Note is increased to 18,783,000.00 and the Revolving Credit Note is terminated.

2. The Deed of Trust is not amended in any other respect.

3. Borrower hereby reaffirms its obligations under the Deed of Trust, as amended hereby, and Borrower agrees that its obligations under such are valid and binding, enforceable in accordance with its terms, subject to no defense, counterclaim or objection.

[signatures commence on following page]

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date of its acknowledgement below, and effective as of the date first above written.

**BORROWER:**

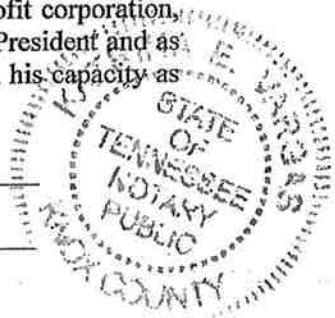
BATESVILLE REGIONAL MEDICAL CENTER, INC.

By: [Signature]  
Steve Clapp, President

STATE OF Tennessee  
COUNTY OF Knox

Personally appeared before me, the undersigned authority in and for the said county and state, on November 28<sup>th</sup>, 2017, within my jurisdiction, the within named Steve Clapp, who acknowledged to me that he is the President of Batesville Regional Medical Center, Inc., a Tennessee nonprofit corporation, and that for and on behalf of said corporation as its President, and as its act and deed as President and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as President therefor, after first having been duly authorized by said corporation to do so.

[Signature]  
Notary Public  
My commission expires: 08/01/2021



**LENDER:**

SERVISFIRST BANK

By: \_\_\_\_\_  
William H. Berrell, Senior Vice President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on November \_\_\_\_\_, 2017, within my jurisdiction, the within named William H. Berrell, who acknowledged to me that he is the Senior Vice President of ServisFirst Bank, an Alabama state bank, and that for and on behalf of said corporation as its Senior Vice President, and as its act and deed as Senior Vice President and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as Senior Vice President therefor, after first having been duly authorized by said corporation to do so.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

[Signature Page to Second Amendment to Deed of Trust]



IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date of its acknowledgement below, and effective as of the date first above written.

**BORROWER:**

**BATESVILLE REGIONAL MEDICAL CENTER, INC.**

By: \_\_\_\_\_  
Steve Clapp, President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on December \_\_\_\_, 2017, within my jurisdiction, the within named Steve Clapp, who acknowledged to me that he is the President of Batesville Regional Medical Center, Inc., a Tennessee nonprofit corporation, and that for and on behalf of said corporation as its President, and as its act and deed as President and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as President therefor, after first having been duly authorized by said corporation to do so.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**LENDER:**

**SERVISFIRST BANK**

By: \_\_\_\_\_  
William H. Berrell,  
Director, Healthcare Banking

STATE OF Tennessee  
COUNTY OF Davidson

Personally appeared before me, the undersigned authority in and for the said county and state, on December 15, 2017, within my jurisdiction, the within named William H. Berrell, who acknowledged to me that he is the Director, Healthcare Banking, of ServisFirst Bank, an Alabama state bank, and that for and on behalf of said corporation as its Director, Healthcare Banking, and as its act and deed as Senior Vice President and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as Director, Healthcare Banking, therefor, after first having been duly authorized by said corporation to do so.



\_\_\_\_\_  
Notary Public  
My commission expires: May 5, 2020

[Signature Page to Second Amendment to Deed of Trust]

Book 2017 Page 5912  
Mortgage  
12/15/2017 03:18:59 PM  
Coahoma County, MS  
Carolyn Parham, Chancery Clerk

This instrument was prepared by, and once recorded please return to: Robert C. Hannon and Rod Clement (MS Bar 6294), Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700, Nashville, TN 37203, telephone: (615) 252-2372.

Borrower: Clarksdale Regional Medical Center, Inc., Attention: Steve Clapp, c/o Curae Health, Inc., 121 Leinhardt Street, Clinton, TN 37716, telephone: 865-269-4074

Lender: ServisFirst Bank, 1801 West End Ave #110, Nashville, TN 37203, telephone: (615) 921-3523

Trustee: Robert C. Hannon, Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700 P.O. Box 340025, Nashville, TN 37203, telephone (615) 252-2372

Indexing instructions: SW 1/4 and W 1/2 Sec 19 T27N R3W, Lots 1-10 Block 1 Barnes Subdivision, Clarksdale Municipal Airport Subdivision.

**MISSISSIPPI LEASEHOLD DEED OF TRUST,  
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THIS MISSISSIPPI LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Deed of Trust**"), executed as of December 13, 2017, by CLARKSDALE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Borrower**"), in favor of Robert C. Hannon ("**Trustee**"), for the use and benefit of SERVISFIRST BANK, an Alabama state bank and its successors and assigns ("**Lender**").

**WITNESSETH:**

WHEREAS, Borrower desires to secure repayment of the indebtedness described in Section 2 hereof by a conveyance of a leasehold interest in and to Premises (hereinafter defined); and

WHEREAS, Lender accepts the benefits of this Deed of Trust;

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the Borrower and Lender agree as follows:

1. **The Lease and Premises.** Borrower does hereby grant, bargain, sell, convey, transfer and assign unto Lender, as security for the obligations described in Section 2 hereof, the Borrower's leasehold estate and interest in accordance with the terms of the lease described on Exhibit A attached hereto and incorporated herein by reference (the "**Lease**"), and all other rights, titles and privileges under

the Lease (including without limitation, all purchase options relative to the Premises (defined below) contained in the Lease in favor of Borrower), in and to the real estate described on Exhibit B attached hereto and made a part hereof (whether now owned or hereafter acquired by Borrower) and all replacements and additions thereto (hereinafter referred to collectively as the "Premises");

TOGETHER with any and all guaranties of the lessee's performance under the Lease;

TOGETHER with any and all right, title and interest of the Borrower in and to (i) all modifications, extensions and renewals of the Lease and all options and rights to renew or extend the same; (ii) all options and rights to purchase or of first refusal with respect to the Premises, or any part thereof; and (iii) all other, further or additional title, estate, options, privileges, interest or rights which the Borrower may now or hereafter acquire in and to the Premises and the Lease;

TOGETHER with all buildings, structures and other improvements now or hereafter located on all or any part of the Premises;

TOGETHER with all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Premises;

TOGETHER with any and all tenements, hereditaments, easements and appurtenances, reversions and remainders pertaining to the Premises;

TOGETHER with all fixtures of every kind and nature, now or hereafter located in, on or under the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises, along with the additional personalty described in more detail in Section 4 hereof;

TOGETHER with any and all leases and contracts affecting the Premises both presently existing and hereafter arising, and all rents, income, or profits which are now due or may hereafter become due by reason of the renting, leasing or bailment of all or part of the Premises, all of which are hereby assigned to Lender as further security for the repayment of the indebtedness described in Section 2 hereof; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the Premises, to the extent of all amounts which may be secured by this Deed of Trust at the date of any such award or payment including but not limited to the reasonable attorneys' fees, costs and disbursements incurred by the Trustee and/or the Lender in connection with the collection of such award or payment.

TO HAVE AND TO HOLD the foregoing Premises and rights hereby granted to the use and benefit of Lender, his successors and assigns for and during the entire rest, residue and remainder of the term of years granted under the Lease and each and every renewal or extension thereof, and thereafter if a greater estate in the Premises is obtained by Borrower.

**2. Trust Created; Indebtedness Defined.** This conveyance is made IN TRUST in order to secure prompt payment in full of any and all indebtedness or obligations owned by Borrower to Lender, including without limitation the following (hereinafter the "**Secured Indebtedness**");

(a) All obligations evidenced by that certain Loan Agreement of even date herewith by and among Borrower, the other Borrowers described therein, the Guarantor, and Lender, as amended by that First Amendment to Revolving Credit Note and Loan Agreement dated September 22, 2017, as amended by that First Amendment to Term Note and Second Amendment to Loan Agreement dated as of the date hereof, as such may be further amended

and/or restated from time to time (the "Loan Agreement"; capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement), along with all obligations under all other Loan Documents, including the \$18,783,000.00 Term Note (the "Note");

(b) All sums advanced by Lender to Borrower or expended by Lender in order to preserve, protect or enhance the value of the Premises pursuant to the terms of this Deed of Trust, or otherwise, with interest thereon at the same rate as is provided in the Note, and the faithful performance of all terms and conditions contained herein, all of which Borrower agrees to pay to Lender ON DEMAND;

(c) The prompt payment of all court costs, expenses, interest and costs of whatever kind incident to the collection of any indebtedness secured hereby and the enforcement or protection of the lien created by this conveyance (including without limitation reasonable attorneys' fees), all of which Borrower agrees to pay to Lender ON DEMAND; and

(d) All obligations and other liabilities of Borrower to the Lender or any affiliate of Lender in respect of any of the following services provided to Borrower by the Lender or affiliate of Lender: (i) any treasury or other cash management services, including (A) deposit account, (B) automated clearing house (ACH) origination and other funds transfer, (C) depository (including cash vault and check deposit), (D) zero balance accounts and sweep, (E) return items processing, (F) controlled disbursement, (G) positive pay, (H) lockbox, (I) account reconciliation and information reporting, (J) payable outsourcing, (K) payroll processing, and (L) trade finance services, and (ii) card services, including (A) credit card (including purchasing card and commercial card), (B) prepaid card, including payroll, stored value and gift cards, (C) merchant services processing, and (D) debt service card services.

### 3. Assignment of Leasehold Estates Affecting Premises.

(a) As additional security hereunder, Borrower hereby assigns to Lender the rents from any lease or sublease of the Premises and the proceeds of this right shall be treated as cash collateral; provided, that prior to the occurrence of an Event of Default hereunder (hereinafter defined), Lender agrees to permit Borrower to collect and retain such rents as they become due and payable. Nothing in this section shall waive Lender's right to grant or withhold consent as to any lease or sublease affecting the Premises.

(b) Borrower shall faithfully perform the covenants of Borrower as lessor (or, as lessee, as the case may be) under any present and future leases, affecting all or any portion of the Premises, and shall neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of Borrower, Lender or Trustee therein or thereunder.

(c) Borrower, without first obtaining the written consent of Lender thereto, shall not (i) consent to the cancellation or surrender of any lease of all or any part of the Premises, now or hereafter existing, (ii) modify any such lease to shorten the unexpired term thereof, or to decrease the amount of the rent payable thereunder, or (iii) collect rents from the Premises for more than one month in advance.

(d) Promptly upon a request by Lender, but not more than once during any calendar year, Borrower shall procure and deliver to Lender at the time of executing this Deed of Trust, or at any time within thirty (30) days after notice and demand by Lender, estoppel letters or certificates from each lessee, tenant or occupant in possession of the Premises (or from each lessor, as the case may be), in form and substance satisfactory to Lender.

(e) Each lease pertaining to the Premises, or any part thereof, shall expressly provide, or shall be deemed to provide, that in the event of the enforcement by Lender of the remedies provided for by law or by this Deed of Trust, the lessee or tenant thereunder will, at the option and request of Lender (or any other person or entity succeeding to the interest of Lender) as a result of such enforcement, automatically become the lessee or tenant of Lender (or said successor in interest), without change in the terms or other provisions of said lease; provided, however, that Lender (and said successor in interest) shall not be bound by any payment of rental or additional rental for more than one (1) month in advance, except prepayments in the nature of security for the performance by said lessee or tenant of its obligations under said lease. Each lease pertaining to the Premises shall also provide that, upon request by said successor in interest, the lessee or tenant thereunder shall deliver an instrument or instruments confirming such attornment.

(f) Notwithstanding any other provisions of this Deed of Trust, Borrower shall not enter into any lease affecting the Premises, or any part thereof, without the prior written consent of Lender unless such lease contains the following conditions: (i) each such lease shall contain a provision that the rights of the parties thereunder are expressly subordinate to all of the rights and title of Lender under this Deed of Trust; (ii) each such lease shall contain a provision whereby the parties thereunder expressly recognize and agree that, notwithstanding such subordination, Lender may, at its option, sell the Premises in the manner provided herein below subject to such lease; and (iii) at or prior to the time of the execution of any such lease, Borrower shall, as a condition to such execution, procure from the other party or parties thereto an agreement in favor of Lender, in form and substance satisfactory to Lender, under which such party or parties agree to be bound by the provisions of this Deed of Trust regarding the manner in which Lender may foreclose or exercise the power of sale under this Deed of Trust.

(g) Upon the occurrence of an Event of Default hereunder, Lender may, at its option, with or without notice or demand of any kind, exercise any or all of the following remedies in addition to the other remedies provided herein:

(i) Perform any and all obligations of Borrower under any or all of the leases affecting the Premises and exercise any and all rights of Borrower thereunder as fully as Borrower itself could, including, without limiting the generality of the foregoing: enforcing, modifying, extending or terminating any or all of the leases; collecting, modifying, compromising, waiving or increasing any or all of the rents payable thereunder; and obtaining new tenants and entering into new leases with respect to the Premises on any terms and conditions deemed desirable by Lender, and, to the extent Lender shall incur any costs or expend any monies in connection with the performance of any obligations of Borrower, including costs of litigation (including reasonable attorneys' fees), then all such costs shall become a part of the Secured Indebtedness, shall bear interest from the incurring thereof at the maximum nonusurious rate of interest then and thereafter in effect, and shall be due and payable on demand;

(ii) In Borrower's or Lender's name, institute any legal or equitable action which Lender in its sole discretion deems desirable to collect and receive any or all of the rents, issues and profits assigned herein;

(iii) Collect the rents, issues and profits and any other sums due under the leases and/or with respect to the Premises and apply the same, as follows:

(1) First, against all costs and expenses, including reasonable attorneys' fees, incurred in connection with the operation of the Premises, the

performance of Borrower's obligations under the leases and the collection of the rents thereunder;

(2) Second, to the costs and expenses, including reasonable attorneys' fees, incurred in the collection of any or all of the Secured Indebtedness;

(3) Third, to any or all unpaid principal of and interest on the Secured Indebtedness, in such order of priority as Lender shall determine, in its sole discretion; and

(4) Fourth, to Borrower, or to the person or entity lawfully entitled thereto;

(iv) Lender shall have full right to exercise any or all of the foregoing remedies without regard to the adequacy of the security for any or all of the Secured Indebtedness, and with or without the commencement of any legal or equitable action or the appointment of any receiver or trustee.

4. **Security Agreement.** This document is intended, among other things, to be a security agreement. Accordingly, Borrower hereby grants to Lender a security interest pursuant to the Uniform Commercial Code as adopted by Mississippi (the "UCC") in all fixtures and personal property presently or hereafter owned by Borrower and located on or used in the operation of the Premises, including, but not limited to, all fixtures, construction materials, goods, equipment, furniture and inventory, and all accessions, additions and replacements thereof, and all presently owned and hereafter acquired contract rights, accounts, deposit accounts, and general intangibles pertaining to the Premises or Borrower's operation of an enterprise thereon, together with all products and proceeds of the foregoing, including insurance proceeds. Borrower also grants to Lender a security interest pursuant to the UCC in any and all assets and personal property, whether presently existing or hereafter acquired or arising and wherever located, including without limitation, Gross Revenues (as defined in the Loan Agreement), all accounts, chattel paper, deposit accounts, documents, electronic chattel paper, equipment, fixtures, general intangibles, goods, health-care-insurance receivables, instruments, inventory, investment property, letter-of-credit rights, payment intangibles, promissory notes, software, any commercial tort claims hereafter identified by Borrower in any authenticated record delivered to Lender and all supporting obligations, products and proceeds of any of the foregoing. To the extent permitted by law, Borrower hereby authorizes Lender to file any financing statement amendment or continuation describing the fixtures, without Borrower's signature, in all applicable filing offices. Borrower shall pay all costs and transfer taxes required to be paid in order to file such financing statements in the appropriate place or places. This Deed of Trust shall constitute a financing statement for purposes of local filing requirements. Without the prior written consent of Lender, Borrower shall not create or suffer to be created, pursuant to the UCC, any other security interest in said personalty, including replacements and additions thereto and the proceeds thereof. Upon the occurrence of an Event of Default or Borrower's breach of any other covenants or agreement between the parties entered into in conjunction herewith, Lender shall have the remedies of a secured party under the UCC and, at Lender's option, the remedies provided for in this Deed of Trust.

5. **Additional Representations, Covenants and Warranties of Borrower.** Borrower further represents to Lender and covenants and agrees with the Lender as follows:

(a) **Title.** Borrower warrants that Borrower has a marketable leasehold title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that Borrower will forever warrant and defend the leasehold title to the Premises unto Trustee against the claims of all persons whomsoever; and that the Premises are unencumbered except as set forth on Exhibit C hereto.



(b) The Lease. The Lease is a valid and subsisting lease of the Premises for the term therein set forth, and the Lease is in full force and effect and unmodified except as hereinabove expressly stated; all rents (including without limitation minimum rents, additional rents, percentage rents, common area maintenance charges and other charges) reserved in the Lease have been paid to the extent they were payable prior to the date hereof; there is no existing default under the provisions of the Lease or in the observance of any of the terms, covenants, conditions or warranties thereof on the part of the Borrower to be observed and performed; Borrower is the owner and holder of the Lease and the leasehold estate and interest created thereby. The record owner of fee simple title to the Premises which is encumbered by the Lease is Coahoma County, Mississippi.

(c) Performance of Lease. Borrower will at all times promptly and faithfully keep and perform, or cause to be kept and performed, all the terms, covenants and conditions contained in the Lease by the lessee therein to be kept and performed and in all respects conform to and comply with the terms and conditions of the Lease; and the Borrower further covenants that it will not do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which, will impair or tend to impair the security of this Mortgage or will be grounds for declaring a forfeiture or termination of the Lease. The Borrower will, at least six months prior to the last day upon which the Borrower, as lessee, may validly exercise any option to renew or extend the term of the Lease, (a) exercise such option in such manner as will cause the term of the Lease to be effectively renewed or extended for the period provided by such option, and (b) give immediate written notice thereof to Lender; it being expressly agreed that, in the event of the failure of the Borrower so to do, the Lender shall have, and is hereby granted, the irrevocable right to exercise any such option either in its own name and behalf or in the name and behalf of a designee or nominee of the Lender or in the name and behalf of the Borrower, as the Lender shall in its sole discretion determine; provided, however, that if Borrower shall prepay in full the Secured Obligations in accordance with the provisions of the Loan Agreement at least six months prior to the last day upon which the Borrower, as such lessee, may validly exercise any option to renew or extend the term of the Lease, the Borrower will not be obliged to exercise any such option of renewal or extension, nor will the Lender have any right to exercise any such option.

(d) No Modification, etc. of Lease. Borrower also covenants that it will not modify, extend or in any way alter the terms of the Lease or cancel or surrender the Lease, or waive, excuse, condone or in any way release or discharge the lessor(s) thereunder of or from the obligations, covenants, conditions and agreements by said lessor(s) to be done and performed; and the Borrower does hereby expressly release, relinquish and surrender unto Lender all its right, power and authority to cancel, surrender, terminate, release, amend, modify or alter in any way the terms and provisions of the Lease, and any attempt on the part of the Borrower to exercise any such right without the express prior written consent of the Lender shall constitute a default under the terms hereof.

(e) Notice of Default in Lease, etc. Borrower covenants and agrees to give immediate notice to the Lender of any default under the Lease, to furnish to the Lender immediately any and all information which it may request concerning the performance by the Borrower of the covenants of the Lease, and to permit the Lender or its representatives at all reasonable times to make investigation or examination concerning the performance by the Borrower of the covenants of the Lease or of this Mortgage. The Borrower further covenants and agrees that it will promptly deposit with the Lender an original executed copy of the Lease and each amendment thereto and any and all documentary evidence requested by the Lender showing compliance by the Borrower with the provisions of the Lease and will also deposit with the Lender an exact copy of any notice, communication, plan, specification or other instrument or document received or given by it in any way relating to or affecting the Lease which may concern or affect the estate of the lessor(s) or lessee in or under the Lease or in the Premises.

(f) Right of Lender to Cure, etc. Upon the occurrence of any default or event of default under the Lease (or any event which, upon the giving of notice or the lapse of time, or both, would constitute such a default or event of default), the Lender shall have the right, but shall be under no obligation, to pay any amount, to perform any other act or to take such action as may be appropriate to cure or prevent such default or event of default under the Lease, to the end that the Borrower's rights in, to and under the Lease shall be kept unimpaired and free from default. Subject to the rights of sublessees and other occupants, in any such event, the Lender and any person designated by the Lender shall have, and is hereby granted, the right to enter upon the Premises at any time and from time to time for the purpose of paying any such amount, performing any such act or taking any such action, and all moneys expended by the Lender in connection therewith (including, but not limited to, reasonable attorneys' fees and disbursements), together with interest thereon at the rate of interest set forth in the Loan Agreement, or such lesser rate as shall be the maximum amount permitted by law, shall be payable by the Borrower to the Lender forthwith upon demand by the Lender, and shall be secured by this Mortgage; and the Lender shall have, in addition to any other right or remedy of the Lender, the same rights and remedies in the event of non-payment of any such sums by the Borrower as in the case of a default by the Borrower in the payment of any installment of principal or interest due and payable under the Loan Agreement. In the event of any failure by the Borrower to pay, observe or perform any covenant on the part of the Borrower to be paid, observed and performed under the Lease, the payment or performance by the Lender in behalf of the Borrower of said Lease covenant shall not remove or waive, as between the Borrower and the Lender, the corresponding default under the terms hereof, and any such failure aforesaid shall be subject to all of the rights and remedies of the Lender hereunder available on account of any default.

(g) No Merger. Unless the Lender shall otherwise expressly consent in writing, fee title to the Premises and the Borrower's leasehold estate under the Lease shall not merge but shall always remain separate and distinct, notwithstanding that both of said estates may at any time be held by the Borrower or by any third party by purchase or otherwise.

(h) No Liens or Assessments. Borrower will not suffer or permit any lien (other than the lien of this Deed of Trust and Permitted Encumbrances, as defined within the Loan Agreement), lis pendens, attachment, cloud on title or assessment (other than current taxes not delinquent) to encumber the Premises. Lender has not consented and will not consent to the performance of any work or the furnishing of any materials which might be deemed to create a lien or liens superior to the lien hereof.

(i) Insurance. Borrower shall keep the Premises insured for the benefit of Lender against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke and other such hazards, in an amount equal to ninety percent (90%) of full insurable value of the Premises. Additionally, Borrower shall maintain all insurance required by the terms of the Loan Agreement, including without limitation general liability insurance, in such amounts as are standard in the industry for the Premises. All insurance shall be in form and substance satisfactory to and issued by insurance companies approved by Lender. Borrower hereby assigns and shall deliver to Lender, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Lender, without contribution by Lender, pursuant to the New York Standard or other mortgage clause satisfactory to Lender.

In the event of a foreclosure of this Deed of Trust, the purchaser of the Premises shall succeed to all the rights of Borrower, and to all policies of insurance hereby assigned to Lender.



Should any loss occur to the insured Premises, Lender is hereby appointed attorney in fact for Borrower to make proof of loss if Borrower fails to do so promptly, and to receipt for any sums collected under said policies, which sums, or any part thereof, at the option of Lender, may be applied either as payment on the Secured Indebtedness or to the restoration or repair of the Premises so damaged or destroyed. Borrower promptly will give written notice to Lender of any loss or damage to the Premises and will not adjust or settle such loss without the written consent of Lender. In the event of any default under this Deed of Trust or the Loan Agreement, all right, title and interest of Borrower in and to any insurance policies then in force, and particularly to the unearned premiums therein and existing claims thereunder, shall pass to Lender, which, at its option and as attorney in fact for Borrower, may make, settle and give binding acquittances for claims under said policies and may assign and transfer said policies or cancel and surrender the same applying any unearned premiums in such manner as it may elect. In case of Borrower's failure to keep the Premises so insured, Lender or its assigns, may, at its option (but shall not be required to) effect such insurance at Borrower's expense.

(j) Preservation and Maintenance of the Premises. Borrower shall maintain the Premises in good condition and repair, shall not commit or suffer any waste, impairment or deterioration of the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Subject to the provisions of paragraph 5(f), Borrower shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this Deed of Trust, which may be affected by any eminent domain or condemnation proceeding. No part of the Premises, including but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter conveyed as security pursuant to this Deed of Trust, shall be removed, demolished or materially altered without the prior written consent of Lender. Borrower shall complete within a reasonable time and pay for any building, structure or other improvement at any time in the process of construction on the Premises herein conveyed. Borrower shall not initiate, join in, or consent to any change in any easement, private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof, without the prior written approval of Lender; provided, however, that Borrower may initiate, join in, or consent to changes in any easements, private restrictive covenant, zoning ordinance, or other public or private restrictions without Lender's prior written consent if such change has no material, adverse affect on the Premises. Lender and any persons authorized by Lender shall have the right to enter and inspect the Premises and access thereto shall be permitted for that purpose.

(k) Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially adversely affects Lender's interest in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a debtor under applicable bankruptcy laws, then Lender, at Lender's option, without notice to Borrower, may make such appearances, disburse such sums and take such action as is reasonably necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this Deed of Trust, with interest thereon, shall become additional Secured Indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note. Nothing contained in this Article or in this Deed of Trust shall require Lender to insure the Premises, maintain or renew policies of insurance, pay taxes, discharge liens, pay any expense or do any act whatsoever to protect or preserve the Premises.

(l) Eminent Domain or Condemnation. Notwithstanding any taking of any part of the Premises by eminent domain, alteration of the grade of any street or other injury to, or

decrease in value of, the Premises, by any public or quasi public authority or corporation, Borrower shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Lender of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Lender, be retained and applied by Lender toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Borrower for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Lender, but Lender shall not be obligated to assume the proper application of any amount paid over to Borrower. If, prior to the receipt by Lender of such award or payment, the Premises shall have been sold on foreclosure of this Deed of Trust, Lender shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with interest thereon at the maximum nonusurious rate of interest permitted to be charged at the time, whether or not a deficiency judgment on this Deed of Trust shall have been sought or recovered or denied, and to the extent of the reasonable counsel fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment.

(m) Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Premises.

(n) Transfer of the Premises. In the absence of the Lender's prior written consent, if all or any part of the Premises or any interest therein is sold, transferred, encumbered or restricted, including, without limitation, (i) the creation of a lien, charge, restriction or encumbrance against the Premises whether or not subordinate to this Deed of Trust, (ii) the execution of a contract to sell, lease or otherwise dispose of all, part of, or any interest in, the Premises, except for a bona fide purchase agreement under which possession is not delivered prior to closing and the Secured Indebtedness is to be satisfied in full (subject to any applicable prepayment penalties), (iii) the transfer of all, part of, or any interest in the beneficial or equitable title to the Premises, or (iv) subject to a thirty (30) day cure period, the filing of any tax lien, judgment lien or any other type of lien against the Premises, Lender may, at any time after Lender acquires actual knowledge of the actual or attempted sale, transfer, disposition, encumbrance or restriction, declare all Secured Indebtedness to be immediately due and payable.

(o) Discharge Liens. Borrower will promptly pay and settle or cause to be removed all claims or liens against all or any part of the Premises which affect the rights of Lender hereunder or, at Lender's option, will provide Lender with acceptable security for the satisfaction thereof, and Borrower will appear in and defend any action or proceeding purporting to affect the Premises or the lien of this Deed of Trust or the rights or powers of Lender hereunder, and Borrower will pay all expenses incidental thereto; and if it shall become necessary for Lender to bring or defend any action to protect or establish any of its rights hereunder, Borrower will pay (in addition to costs and expenses allowed by law), the reasonable costs of bringing or defending such action, including reasonable attorneys' fees. In the event acceleration of payment of the unpaid portion of the Secured Indebtedness hereby is declared, but no sale is made, or if Lender elects not to pursue its other remedies at law or in equity, such acceleration shall be held for naught, and the Secured Indebtedness shall be deemed to mature as originally provided in the instruments evidencing the Secured Indebtedness, but without waiving the right of Lender again to declare a default for the same or a different event of default.

(p) Rents During Insolvency Proceeding. Should the Premises be involved in any insolvency, receivership, bankruptcy, or other proceedings affecting the possession of said Premises, it is further covenanted and agreed that Trustee or Lender shall be entitled to all of the

rents, issues and profits realized from or during any such proceedings, whether or not there shall exist a default under this Deed of Trust. Such rents shall be treated as cash collateral.

(q) Payment of Secured Indebtedness. To pay to the Lender, when due, the interest, principal and other sums constituting the Secured Indebtedness.

(r) Management of Premises. Borrower shall not enter into any management agreement (except for the Management Agreement, as defined within the Loan Agreement) related to the Premises without Lender's prior written consent and any such agreement shall be specifically subordinate to this Deed of Trust.

**6. Events of Default.** The occurrence of any of the following events shall constitute an Event of Default hereunder:

- (a) An Event of Default, as defined therein, shall occur under the Loan Agreement;
- (b) A default or an event of default by Mortgagor shall occur under the Lease;
- (c) Borrower shall abandon the Premises;
- (d) should any representation or warranty of Borrower herein contained, or contained in any instrument, transfer, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, reasonably appear to be untrue or misleading in any material aspect;
- (e) should Borrower breach any covenant or promise made in this Deed of Trust; or
- (f) should any state, local or federal tax lien or claim of lien for labor or material be filed of record against Borrower or the Premises and not be removed by payment or bond within thirty (30) days from date of recording.

To the extent permitted by law, Borrower waives any notice of default except for notices required by the Loan Agreement or any other Loan Documents.

**7. Remedies.** Upon the occurrence of any Event of Default and the acceleration of the maturity of the Secured Indebtedness, the Lender, or other agent of the Lender, may take any one or more of the following actions:

- (a) declare any and all indebtedness secured by this Deed of Trust to be due and payable immediately
- (b) enter upon and take possession of the Premises without applying for or obtaining the appointment of a receiver;
- (c) employ a managing agent of the Premises and let the same, either in Trustee's own name, in the name of Lender or in the name of Borrower, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness;
- (d) pay any sums in any form or manner deemed expedient by Lender to protect the security of this Deed of Trust, to prepare the Premises for foreclosure sale or to cure any Event of Default other than payment of interest or principal on the Secured Indebtedness;

(e) exercise any or all of the other rights and remedies provided for herein, and any other right or remedy available under law or in equity, including, but not limited to, rights and remedies of a secured party under the UCC.

(f) instruct the Trustee to foreclose this Deed of Trust.

In the event of foreclosure, Trustee shall, at the request of Lender, sell the Premises or any part of the Premises to satisfy and pay the Secured Indebtedness, and all impositions, if any, with accrued interest thereon, and all expenses of sale and all proceedings in connection therewith, including attorneys' fees and other costs of sale, to the highest bidder for cash. "Cash" may include wire transfers or other forms of present payment that are satisfactory to Lender. The sale of the Premises or any part thereof shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county in which the Premises is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same period of time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original parties to this Deed of Trust. Borrower waives the provisions of Miss. Code Ann. Section 89-1-55 and Section 111 of the Constitution of the State of Mississippi, as amended from time to time, as far as these sections restrict the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the Premises as a whole or in parts regardless of how it is described. If the Premises is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county or judicial district the sale of the Premises is to be made, newspaper advertisement published, and notice of sale posted, and Trustee's selection shall be binding upon Borrower and Lender. Trustee shall have full power to fix the day, time and place of sale and may sell the Premises in parcels or as a whole as he may deem best. Trustee may determine any details of sale not otherwise specified herein. At or in connection with any such sale, Trustee shall not be required to be physically present, or to have constructive possession of the Premises (Borrower hereby covenanting and agreeing to deliver to Trustee any portion of the Premises not actually or constructively possessed by Trustee immediately upon demand by Trustee) and the title and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale. An agent of Trustee may post the notice of sale, conduct the sale or take any other actions required herein of Trustee, and the appointment of agent need not be in writing or recorded. Trustee may, from time to time and from day to day, adjourn said sale by giving notice at the time and place of such continued sale at the time when and where Trustee shall make such adjournment. Each and every recital contained in every instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Secured Indebtedness, advertisement and conduct of such sale in the manner provided herein and otherwise by law and by appointment of any successor Trustee hereunder, and any and all prerequisites to the validity of such sale shall conclusively be deemed to have been performed. Trustee may sell all or part of the Premises subject to any leases, easements or other interests in the Premises. The receipt of Trustee or of such other party making the sale shall be a sufficient discharge to the purchaser at the sale for his purchase money and no such purchaser, or his assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or non-application thereof. Borrower shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Borrower, and against any and all other persons claiming any part of the Premises through Borrower. If Borrower or anyone claiming title through Borrower remains in possession of the Premises after the sale, they shall be deemed tenants at sufferance. The sale by Trustee, or Trustee's substitute or successor, of less than the whole of the Premises shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make a successive sale or sales under such power until the whole of the Premises shall be sold; and, if the proceeds of such sale of less than the whole of the Premises shall be less than the aggregate of the Secured Indebtedness and the expense of enforcing this Deed of Trust as provided herein, this Deed of Trust and the lien hereof shall remain in full force and effect as to the unsold portion of the Premises just as though no sale has been made; provided, however, that Borrower



shall never have any right to require the sale of less than the whole of the Premises but Lender shall have the right, at its sole election, to request Trustee to sell less than the whole of the Premises. The power of sale granted herein shall not be exhausted by any sale held hereunder by Trustee or his substitute or successor, and such power of sale may be exercised from time to time and as many times as Lender may deem necessary until all of the Premises has been duly sold and all Secured Indebtedness have been fully paid.

The proceeds of any sale under this Deed of Trust will be applied in the following manner:

**FIRST:** Payment of the costs and expenses of the sale, including, without limitation, Trustee's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of Trustee, together with interest on all advances made by Trustee from date of disbursement at the applicable interest rate under the Note from time to time or at the maximum rate permitted to be charged by Trustee under the applicable law if that is less.

**SECOND:** Payment of all sums expended by Lender under the terms of this Deed of Trust and not yet repaid, together with interest on such sums from date of disbursement at the applicable interest rate under the Note from time to time or the maximum rate permitted by applicable law if that is less.

**THIRD:** Payment of all other indebtedness secured by this Deed of Trust in any order that the Lender chooses.

**FOURTH:** The remainder, if any, to the person or persons legally entitled to it.

#### 8. Miscellaneous Provisions.

(a) Trustee's Compensation. Trustee is and shall be entitled to reasonable compensation for all services rendered hereunder, or in connection with the trust herein provided, and in addition, Trustee shall be entitled to receive a reasonable sum for an examination of the title at the date of sale to assure himself as to what person is entitled to receive any surplus which may remain after discharging the liens hereby created. Trustee's compensation, together with any and all necessary and reasonable expenses, charges, counsel fees, including fees for legal advice concerning his rights and duties in the Premises, and other disbursements incurred by Trustee in discharge of his duties as such, shall be a further charge and lien upon said Premises and enforced as part of the Secured Indebtedness.

(b) Substitute Trustee. Trustee shall be under no duty to take any action hereunder except as expressly required herein or by law. Trustee shall have the right to select, employ and consult with counsel, and shall not be liable to Borrower or Lender for actions taken in good faith. Trustee shall be deemed to have acted in good faith if it acts on advice of counsel. Trustee may rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. Borrower shall pay all reasonable costs, fees and expenses incurred by Trustee and Trustee's agents and counsel in connection with the performance by Trustee of its obligations hereunder, and all such costs, fees and expenses shall be secured by this Deed of Trust. Borrower's obligations under this section shall not be reduced or impaired by principles of comparative or contributory negligence. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from other moneys (except to the extent required by law). Trustee shall have no duty to pay interest on any moneys received by him hereunder. Trustee may resign at any time and for any reason by giving written notice to the Borrower and the Lender at the addresses listed for them in this Deed of Trust. If Trustee or any successor Trustee shall die, resign or become disqualified from acting in the execution of this trust, or Lender shall desire for any reason to appoint a substitute trustee,

Lender shall have full power to appoint one or more substitute Trustees and, if preferred, several substitute Trustees in succession who shall succeed to all the estates, rights, powers and duties of Trustee ("Substitute Trustee"). The instrument appointing such substitute Trustee(s) may be executed by any officer, authorized agent or attorney in fact of Lender, and as so executed, such instrument shall be conclusively presumed to be executed with authority, valid and sufficient, without further proof of any action. Upon any such appointment, all of the powers, rights and authority of the Trustee shall immediately become vested in such successor. In no event or circumstance shall Trustee or any substitute Trustee hereunder be personally liable under or as a result of this Deed of Trust, either as a result of any action by Trustee (or any substitute Trustee) in the exercise of the powers hereby granted or otherwise, except that Trustee shall be personally liable for its gross negligence or willful misconduct.

(c) Future Advances. This Deed of Trust secures all future advances by Lender of principal, regardless of whether such future advances are (a) optional or obligatory, (b) additional advances of principal or advances to protect the Premises, (c) being advanced for the same purpose as advances previously made, (d) arising out of the same transaction as previous advances, or (e) currently within the contemplation of the parties. The priority of all such future advances shall relate back to the date of filing of this Deed of Trust.

(d) Marshaling Not Required. If the Secured Indebtedness, or any part thereof, is now or hereafter further secured by chattel mortgages, other deeds of trust, security interests, pledges, contracts of guaranty, endorsements, assignments of leases or other securities, Lender may, at its option, exhaust any one or more of said securities and the security hereunder either concurrently or independently, and in such order as it may determine, and Lender shall not be required to marshal assets.

(e) Sale by Foreclosure of Prior Encumbrances. In the event that this Deed of Trust shall now or at any time after the date hereof be subordinate to any other encumbrance on the Premises, Borrower hereby agrees that the lien of this conveyance shall extend to the entire interest of Borrower in the Premises conveyed hereby, and shall extend to the interest of Borrower in the proceeds from any sale of the Premises, whether by foreclosure of any such prior encumbrance or otherwise, to the extent any such proceeds exceed the amount necessary to satisfy such prior encumbrance(s). Any trustee or other person conducting any such sale or foreclosure is hereby directed to pay such excess proceeds to Lender to the extent necessary to pay the Secured Indebtedness in full, notwithstanding any provision to the contrary contained in any prior encumbrance.

(f) Extensions, Etc. Lender may without the consent of any other parties, agree to extend the time for payment of all or any part of the Secured Indebtedness, or reduce, rearrange or otherwise modify the terms of payment thereof, or accept a renewal note or notes therefor, without notice to or the consent of any junior lienholder or any other person having an interest in the premises subordinate to the lien of this Deed of Trust. No such extension, reduction, modification or renewal shall affect the priority of this Deed of Trust or impair the security hereof in any manner whatsoever, or release, discharge or otherwise affect in any manner the personal liability of Borrower to Lender or the liability of any other person now or hereafter liable for payment of the Secured Indebtedness or any part thereof.

(g) Further Assurances. Borrower agrees to furnish Trustee and Lender with such further instrument, documents and certificates and to take such further actions as Lender may deem reasonably necessary in order to perfect and/or maintain the perfection and priority of the lien of this Deed of Trust on the Premises.

(h) Greater Estate. In the event that Borrower is the owner of a leasehold estate or any other estate less than a fee simple with respect to any portion of the Premises and, prior to the satisfaction of the Secured Indebtedness and the cancellation of this Deed of Trust of record, Borrower obtains any greater estate or interest in the Premises, then such greater estate shall automatically and without further action of any kind on the part of Borrower pass to Trustee and be and become subject to the lien and all the terms of this Deed of Trust.

(i) No Merger. Acquisition of the Premises by the Lender shall not effect a merger of this Deed of Trust which shall not be released except by a Notice of Cancellation or Release executed by Lender and filed in the appropriate Chancery Clerk's office.

(j) Modification of Deed of Trust; Waiver. No amendment to or modification of this Deed of Trust or waiver of any of the terms hereof shall be valid or effective unless the same is in writing signed by and between Borrower and Lender (without necessity of joinder therein by the Trustee).

(k) After Acquired Rights. As security for all obligations secured by this Deed of Trust, Borrower hereby irrevocably grants, conveys, transfers and assigns to Lender, with, to the extent permitted by applicable law, power of sale and right of entry and possession, all right, title, and interest in and to the Realty that may hereafter be acquired by Borrower. Without limitation of the foregoing, if Borrower should acquire any interest or estate in the Realty or any component thereof that Borrower does not presently hold, then this Deed of Trust shall encumber and constitute a lien upon any and all of such interest or estate, without further act or instrument by Lender, Borrower or any third party. Borrower immediately shall notify Lender of any such acquisition. Upon request of Lender and without cost or expense to Lender, Borrower will execute, acknowledge and deliver all such further instruments and assurances as Lender shall reasonably require to ratify, confirm, or perfect Lender's lien on any right, title, interest or estate in or to the Realty acquired at any time hereafter. This entire *Section 7.2* is subject to compliance with all applicable law.

(l) Time is of Essence. Borrower agrees that where, by the terms hereof or the Loan Agreement or the Note, a day is named or a time as fixed for the payment of any sum of money or the performance of any agreement, the time stated is an important part of the consideration and is of the essence of the whole contract.

(m) Forbearance by Lender Not a Waiver. Any indulgence or departure at any time and from time to time by Lender from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by Borrower.

(n) Remedies Cumulative. The rights of Trustee and Lender, granted and arising under the clauses and covenants contained in this Deed of Trust, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Trustee and Lender may have under any other loan documents or at law or in equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Trustee or Lender shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provisions, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

(o) Right to Bring Suit. Lender shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other

sums required to be paid under the terms of this Deed of Trust, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Trustee and/or Lender thereafter to enforce any appropriate remedy against Borrower, including an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

(p) Appointment of Receiver. Upon any default hereunder which is not cured within any applicable cure period, Lender may, in person, by agent, or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Premises. All Rents collected subsequent to delivery of written notice by Lender of an uncured default hereunder shall be applied first to the costs, if any, of taking control of and managing the Premises and collecting the Rents, including, without limitation, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of maintenance and repairs to the Premises, premiums on insurance policies, taxes, assessments, and other charges on the Premises, and the costs of discharging any obligation or liability of the landlord under the Leases, and then to the indebtedness secured hereby. Lender and the receiver shall be liable to account only for those Rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower, or anyone having an interest in the Premises by reason of anything done or left undone by Lender under this Section 6. If the costs of taking control of and managing the Premises exceed the Rents, the excess sums expended for such purposes shall be indebtedness secured by this Deed of Trust, and payable by Borrower upon demand by Lender with interest at the "Default Rate" defined in the Loan Agreement. Nothing herein shall constitute Lender a "mortgagee in possession" prior to its actual entry upon and taking possession of the Premises; entry upon and taking possession by a receiver not constituting possession by Lender.

(q) Notice. Every provision for notice and demand or protest shall be deemed fulfilled by written notice personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Trustee and/or Lender; or addressed to the street address of the Premises; provided, notice of foreclosure shall be satisfied by the publication of notice of sale in the manner described in this Deed of Trust.

(r) Governing Law. The validity, construction and effect of this Deed of Trust shall be governed by the laws of the State of Mississippi.

(s) Severability. If any provision(s) of this Deed of Trust or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Deed of Trust and the application of such provision(s) to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(t) Successors and Assigns Bound; Captions; Grammatical Construction. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender, Trustee and Borrower. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof. The words "Borrower", "Lender" and "Trustee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under any of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural.



(u) Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing with respect to any and all fixtures located on the Premises.

9. **Hazardous Materials.** For purposes of this Deed of Trust, "**Hazardous Material**" means and includes any hazardous or toxic substance, material or waste, or any contaminant or pollutant, which is now or hereafter listed, defined, or regulated under Environmental Laws. Without limiting the generality of the foregoing, Hazardous Material shall specifically include polychlorinated biphenyl, asbestos, radon, urea formaldehyde, petroleum products (including gasoline, diesel fuel and oil), hydrocarbons, petroleum-derived constituents and containers with hazardous waste residue. "**Environmental Laws**" shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct pertaining or related to the environment, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. §§ 9601 to 9675; the Resource Conservation and Recovery Act, 42 U.S.C.A. §§ 6921 to 6939e; the Federal Water Pollution Control Act, 33 U.S.C.A. §§ 1251 to 1387; the Clean Air Act, 42 U.S.C.A. §§ 7401 to 7671q; the Emergency Planning and Community Right To Know Act, 42 U.S.C.A. §§ 11001 to 11050; the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601 to 2692; the Solid Waste Disposal Act, 42 U.S.C.A. §§ 6901 to 6992k; the Oil Pollution Act, 33 U.S.C.A. §§ 2701 to 2761; the Hazardous Materials Transportation Act, 49 U.S.C.A. § 5101 *et seq.*; and the environmental laws of the State of Mississippi, as the same may be amended from time to time. With respect to Hazardous Material, Borrower represents and warrants as follows:

(a) Neither Borrower nor, to the best knowledge of Borrower, any other person has ever caused or allowed any Hazardous Material to be placed, held, located, stored or disposed of on, under or at the Premises or any part thereof except as permitted under, and in total compliance with, applicable Environmental Laws.

(b) No part of the Premises has ever been used (whether by the Borrower or, to the best knowledge of the Borrower, by any other person) as a dump site, disposal site or storage site (whether permanent or temporary) for any Hazardous Material.

(c) Borrower's use of the Premises is and has been at all times in compliance with all Environmental Laws;

(d) Borrower hereby agrees to indemnify Lender and Trustee and hold the Lender and Trustee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Lender for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws, regardless of whether or not caused by, or within the control of, Borrower);

(e) If Borrower receives any notice of (i) the happening of any event involving the release, spill, discharge or cleanup of any Hazardous Material (a "**Hazardous Discharge**") affecting Borrower or the Premises or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or any other environmental, health or safety matter affecting Borrower or the Premises (an "**Environmental Complaint**") from any person or entity, including, without limitation, the United States Environmental Protection Agency ("EPA") or any state administrative agency, then Borrower will give, within seven (7) business days, oral and written notice of same to Lender; and

(f) Without limitation of Lender's rights under this Deed of Trust, Lender shall have the right, but not the obligation, to enter onto the Premises or to take such other actions as it


deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Discharge or Environmental Complaint upon its receipt of any notice from any person or entity, including, without limitation, the EPA, asserting the existence of any Hazardous Discharge or Environmental Complaint on or pertaining to the Premises which, if true, could result in an order, suit or other action against Borrower affecting any part of the Premises by any governmental agency or otherwise which, in the sole opinion of Lender could jeopardize Lender's security under this Deed of Trust. All reasonable costs and expenses incurred by Lender in the exercise of any such rights shall be secured by this Deed of Trust and shall be payable by Borrower upon Demand, together with interest thereon at a rate equal to the highest interest rate payable under the documents and instruments evidencing the Secured Indebtedness. Any subcontractors taken hereunder by Lender shall be taken for the sole purpose of protecting Lender's security hereunder and shall not be interpreted as evidence of any management or ownership interest on Lender's part.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date of its acknowledgement below, and effective as of the date first above written.

**BORROWER:**

CLARKSDALE REGIONAL MEDICAL CENTER,  
INC.

By:   
Steve Clapp, President

STATE OF Tennessee

COUNTY OF KNOX

Personally appeared before me, the undersigned authority in and for the said county and state, on November 28<sup>th</sup>, 2017, within my jurisdiction, the within named Steve Clapp, who acknowledged to me that he is the President of Clarksdale Regional Medical Center, Inc., a Tennessee nonprofit corporation, and that for and on behalf of said corporation as its President, and as its act and deed as President and as the act and deed of such corporation, he executed the above and foregoing instrument in his capacity as President therefor, after first having been duly authorized by said corporation to do so.

  
Notary Public

My commission expires:

08/01/2021



**EXHIBIT A**

**LEASE DESCRIPTION**

That certain Lease Agreement dated December 28, 1995 by and between Coahoma County, Mississippi, a political subdivision of the State of Mississippi, acting by and through the Board of Supervisors of Coahoma County, Mississippi (the "Lessor") and Clarksdale HMA, Inc., a Mississippi corporation (the "Original Lessee"), as amended by that certain amendment to Lease Agreement dated December 15, 1998, and as assumed by Borrower, as the new Lessee, pursuant to a lease assumption agreement dated October 31, 2017, and as such may be further amended and/or restated from time to time.

**EXHIBIT B**

**LEGAL DESCRIPTION**

**Tract I: Hospital Lot**

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence North 89°14'00" East along the North line of said Southwest Quarter, 45 feet to a point; thence South, 30 feet to a point on the South right-of-way of Hospital Drive, said point being the POINT OF BEGINNING of the land herein described; thence North 89°14'00" East along the South right-of-way of said Hospital Drive, 1100.5 feet to a point on the West right-of-way of Ohio Street; thence South along the West right-of-way of said Ohio Street, 654.06 feet to a point on the North right-of-way of Cheryl Street; thence North 89°46'00" West along the North right-of-way of Cheryl Street, 891.71 feet to a point; thence South 89°14'00" West along the North right-of-way of said Cheryl Street, 208.72 feet to a point on the East right-of-way of Ritchie Street; thence North along the East right-of-way of said Ritchie Street, 638.50 feet to the POINT OF BEGINNING, containing 16.28 acres and all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

**Tract II: Collection Department Lots**

Lots 1 through 10, both inclusive, Block 1, Barnes Subdivision, City of Clarksdale, Mississippi, as the same is designated and described on a map or plat of said subdivision on file in the Office of the Clerk of the Chancery Court of Coahoma County, Mississippi.

**Tract III: Part of School Lot**

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence South along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.5 feet to a point; thence North 89°14' East, 253.72 feet to the POINT OF BEGINNING of the land herein described; thence South 77°35' East along the South line of the original Cheryl Street before abandonment, 253.0 feet to a point on the West side of an alley; thence South along said alley West line, 151.01 feet to a point; thence South 89°14' West 247.08 feet to a point, said point being the Southeast corner of the Barr Lot; thence North along the East line of said Barr Lot, 208.72 feet to the POINT OF BEGINNING, containing 1.02 acres and all being in the Subdivision of Clarksdale Municipal Airport Property as it appears in Plat Book 5 at page 20 of record in the Chancery Clerk's Office of Coahoma County, Mississippi, said subdivision being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

**Tract IV: Abandoned Part of Cheryl Street**

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North Range 3 West, Coahoma County, Mississippi; thence South along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.5 feet to a point; thence North 89°14' East, 253.72 feet to the POINT OF BEGINNING of the land herein described; thence South 77°35' East along the South line of the original Cheryl Street before abandonment, 253.0 feet to a point on the West side of an alley; thence North along the West side of said alley, 53.39 feet to a point on the South right-of-way of existing Cheryl Street after abandonment; thence North 89°46' West along the South line of said existing Cheryl Street, 247.06 feet to the POINT OF BEGINNING, containing 0.15 acre all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

**Tract V: Heliport**

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence South along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.5 feet to a point; thence North 89 degrees 14 minutes East along the South line

of Cheryl Street, 253.72 feet to a point; thence South 89 degrees 46 minutes East along South line of Cheryl Street, 332.99 feet to the POINT OF BEGINNING of the tract herein described; thence South, 95 feet to a point; thence South 89 degrees 46 minutes East, 121.36 feet to a point; thence North, 95 feet to a point on the South line of said Cheryl Street; thence North 89 degrees 46 minutes West along the South line of said Cheryl Street, 121.36 feet to the POINT OF BEGINNING, containing 0.26 acres and all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract VI:

Commencing at the Southeast corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi, said point being a stone; thence North along the East line of said Southwest Quarter, 1920.2 feet to a point; thence West, 523.6 feet to the POINT OF BEGINNING of the land herein described; thence West along a line being the extension of the centerline of Cheryl Street, 625 feet to a point on the East right-of-way of Ohio Street; thence North along the East right-of-way of said Ohio Street, 892.59 feet to a point in the center of a drainage ditch; thence South 82°08' East along the center of said ditch, 630.94 feet to a point; thence South, 806.17 feet to the POINT OF BEGINNING, containing 12.18 acres and all being in the West Half of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Being more particularly described as (surveyed legal descriptions):

Tract I: Hospital Lot

Commencing at the Northwest corner of the Southwest Quarter of Section 19 Township 27 North, Range 3 West, Coahoma County, Mississippi; thence N 89°44'34" E along the North line of said Southwest Quarter, 45.00' to a point; thence S 0°30'34" W, 30.00' to a ½" pin on the South right-of-way of Hospital Drive, said point being the point of beginning of the land herein described; thence North 89°44'34" East along the South right-of-way of said Hospital Drive, 1100.50' to a point on the West right-of-way of Ohio Street; thence S 00°30'34" W along the West right-of-way of said Ohio Street, 654.00' to a point on the North right-of-way of Cheryl Street; thence N 89°14'26" W along the North right-of-way line of said Cheryl Street, 891.71' to a 5/8" iron pin; thence S 89°39'15" W along the North right-of-way of said Cheryl Street 208.72' to a 2" pipe on the East right-of-way of Ritchie Street; thence N 00°30'35" E along the East right-of-way of said Ritchie Street, 638.50' to the Point of Beginning, all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract II: Collection Department Lots

Lots 1 through 10, both inclusive, Block 1, Barnes Subdivision, City of Clarksdale, Mississippi, as the same is designated and described on a map or plat of said subdivision on file in the office of the Clerk of the Chancery Court of Coahoma County, Mississippi.

Tract III: Part of School Lot

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence S 00°30'34" W along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.50' to a point; thence N 89°48'44" E, 253.59' to a concrete monument, and the Point of Beginning of the land herein described; thence S 77°02'27" E along the South line of the original Cheryl Street before abandonment, 252.98' to a point on the West side of an alley; thence S 00°32'29" W along said alley west line, 151.01' to a found 2" pipe; thence S 89°46'29" W 247.08' to a 2" pipe, said point being the Southeast corner of the Barr lot; thence N 00°32'29" E along the East line of said Barr lot, 208.72' to the Point of Beginning, all being in the subdivision of Clarksdale Municipal

Airport Property as it appears in Plat Book 5 at Page 20 of record in the Chancery Clerk's office of Coahoma County, Mississippi, said subdivision being in the Southwest Quarter of Section 19, Township 27 North, Range 5 West, Coahoma County, Mississippi.

Tract IV: Abandoned Part of Cheryl Street

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence S 00°30'34" W along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.50' to a point; thence N 89°48'44" E, 253.59' to a concrete monument, and the Point of Beginning of the land herein described; thence S 77°02'27" E along the South line of the original Cheryl Street before abandonment, 252.98' to a point on the West side of an alley; thence N 00°32'29" E along the West side of said alley, 53.76' to a point on the South right-of-way of existing Cheryl Street after abandonment; thence N 89°18'38" W along the South line of said existing Cheryl Street, 247.06' to the Point of Beginning, all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract V: Heliport

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence S 00°30'34" W along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.50' to a point; thence N 89°48'44" E, 253.59' to a concrete monument; thence S 89°18'38" E along the South line of Cheryl Street, 333.12' to the Point of Beginning of the tract herein described; thence S 00°30'34" W, 95.00' to a point; thence S 89°15'26" E, 121.36' to a point; thence N 00°30'34" E, 95.00' to a point on the South line of said Cheryl Street; thence N 89°15'26" W along the South line of said Cheryl Street, 121.36' to the Point of Beginning, all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract VI:

Commencing at the Southeast Corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi, said point being a stone; thence N 00°17'43" E along the East line of said Southwest Quarter, 1920.20' to a point; thence N 89°42'17" W, 523.60' to the Point of Beginning of the land herein described; thence N 89°42'17" W along a line being an extension of the centerline of Cheryl Street, 625.00' to a point on the East right-of-way of Ohio street; thence N 00°17'43" E along the East right-of-way of Ohio Street, passing a 1.5" along said call at 30.66', 892.59' to a point in the center of a drainage ditch; thence S 81°50'17" E along the center of said ditch, 630.94'; thence S 00°17'43" W, 806.17' to the Point of Beginning, and all being in the West half of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.



**EXHIBIT C**

**PERMITTED ENCUMBRANCES**

1. County and City taxes and assessments for the year 2017 and subsequent years not yet due and payable.
2. Terms and conditions contained in Deed from The City of Clarksdale, Mississippi to Coahoma County, Mississippi, dated August 4, 1948, filed of record September 18, 1948 and recorded in Book 187 Page 369.
3. Terms and conditions contained in Warranty Deed from Clarksdale Separate Municipal School District to Coahoma County, Mississippi dated February 15, 1990, filed of record April 12, 1990 and recorded in Book 635 Page 374 and Resolution dated December 14, 1995 filed of record December 20, 1995 and recorded in Book 719 Page 26.
4. Terms and conditions contained in Warranty Deeds filed of record November 19, 1992 and recorded in Book 670 at Page 189, 195, 197, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267 and 269.
5. Terms and conditions contained in Lease Agreement with Coahoma County, Mississippi, acting by and through the Coahoma County Board of Supervisors, dated as of December 28, 1995, filed of record December 29, 1995 and recorded in Book 719 Page 127 as amended by Amendment to Lease Agreement dated December 15, 1998, filed of record December 22, 1998 and recorded in Book 771 Page 185 as assigned to Clarksdale Regional Medical Center, Inc. by Assignment and Assumption of Lease dated November 1, 2017, filed November 2, 2017 and recorded in Book 2017, Page 4644 of the land records of Coahoma County, MS.
6. .
7. Right of Way Easement to Mississippi Valley Gas Company dated July 28, 1954 filed of record and recorded in Book 251 Page 305.
8. Right of Way Easement to Mississippi Power & Light Company dated January 26, 1961, filed March 17, 1961 and recorded in Book 303 Page 475.
9. Pipeline Right of Way to Sohio Pipeline Company dated May 13, 1942 filed in Book 148 Page 633.
10. Easements retained by the City of Clarksdale, MS pursuant to ordinance abandoning closing and vacating the Dedicated Right of Way and Easements therein described in Ordinance No. 881 in the Minutes of the City Council of Clarksdale, MS.
11. Terms and conditions contained in Deed from the City of Clarksdale to Clarksdale Municipal Separate School District dated August 20, 1956, filed of record August 22, 1956 and recorded in Book 267 Page 445.
12. Terms and conditions contained in Quitclaim Deed from the City of Clarksdale, Mississippi to Tom T. Ross, Woodrow W. Day, W. H. Frazier, Jr., William T. Wilkins and Chester H. Curtis as members of the Board of Trustees of the Clarksdale Municipal Separate School District of Coahoma County,



Book 2017 Page 5935  
Mortgage  
12/15/2017 03:18:59 PM

Mississippi and their successors in office, as Trustees of the Clarksdale Municipal Separate District dated May 21, 1958, filed of record May 27, 1958 and recorded in Book 280 Page 261.

13. Terms and conditions of Ordinance 892 of the City of Clarksdale, Mississippi, adopted November 16, 1992, as amended by that certain Ordinance to Amend Ordinance 892 of the City of Clarksdale, Mississippi, dated December 27, 1995.
14. Matters reflected on survey by Blew & Associates, PA, dated May 1, 2017, and designated as Job No. 17-527.
15. Fee simple interest of Coahoma County, Mississippi, acting by and through the Coahoma County Board of Supervisors.
16. The effect of any failure to comply with the terms and provisions of Lease from Coahoma County, Mississippi, acting by and through the Coahoma County Board of Supervisors, dated as of December 28, 1995, filed of record December 29, 1995 and recorded in Book 719 Page 127 as amended by Amendment to Lease Agreement dated December 15, 1998, filed of record December 22, 1998 and recorded in Book 771 Page 185 as assigned to Clarksdale Regional Medical Center, Inc. by Assignment and Assumption of Lease dated November 1, 2017, filed November 2, 2017 and recorded in Book 2017, Page 4644 of the land records of Coahoma County, MS, creating the Leasehold Estate conveyed by the deed of trust set forth under Requirement 6 of Schedule B, Part I hereof.



Coahoma County, MS  
I certify this instrument was filed  
on 12/15/2017 03:18:59 PM  
and recorded in the  
Mortgage  
Book 2017 Page 5912 - 5935  
Carolyn Parham, Chancery Clerk

	<b>First American Title™</b>	<b>Loan Policy of Title Insurance</b>
<b>Loan Policy</b>		ISSUED BY <b>First American Title Insurance Company</b>  POLICY NUMBER <b>5011300-2569146e</b>

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 17 of the Conditions.

#### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A

**First American Title Insurance Company**



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

For Reference:

**File #:** 2902723.000080 C

**Loan #:** NA

Issued By:

**Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.**

One Eastover Center, 100 Vision Drive, Suite 400  
Jackson, MS 39211

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
  - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - (b) failure of any person or Entity to have authorized a transfer or conveyance;
  - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
  - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
  - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
  - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
  - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
  - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
    - (i) contracted for or commenced on or before Date of Policy; or
    - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
  - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
  - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters.
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
- (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
  - (i) the amount of the principal disbursed as of Date of Policy;
  - (ii) the amount of the principal disbursed subsequent to Date of Policy;
  - (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
  - (iv) interest on the loan;
  - (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
  - (vi) the expenses of foreclosure and any other costs of enforcement;
  - (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
  - (viii) the amounts to pay taxes and insurance; and
  - (ix) the reasonable amounts expended to prevent deterioration of improvements;
 but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.
- (e) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is obligor under the provisions of Section 12(c) of these Conditions;
  - (B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
  - (C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
  - (D) successors to an Insured by its conversion to another kind of Entity;
  - (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
    - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
    - (2) if the grantee wholly owns the named Insured, or
    - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
  - (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
  - (ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter Insured against by this policy.
- (f) "Insured Claimant": An Insured claiming loss or damage.
- (g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
- (h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term

"Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

- (j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), the "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (l) "Title": The estate or interest described in Schedule A.
- (m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those

stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action.

It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the

Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
  - (i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
  - (ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of
  - (i) the Amount of Insurance,
  - (ii) the Indebtedness,
  - (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or
  - (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.
- (d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

- (a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.
- (b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

#### 11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT****(a) The Company's Right to Recover**

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

**(b) The Insured's Rights and Limitations**

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

**(c) The Company's Rights Against Non-insured Obligors**

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

**13. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other

controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**15. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**16. CHOICE OF LAW; FORUM**


(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**17. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.

	<b>First American Title™</b>	<b>Loan Policy of Title Insurance</b>
<b>Schedule A</b>		ISSUED BY <b>First American Title Insurance Company</b>  POLICY NUMBER <b>5011300-2569146e</b>

Name and Address of Title Insurance Company:  
**FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707**

File No.: 2902723.000080 (C)

Loan No.: NA

Address Reference: 1970 Hospital Drive, Clarksdale, Coahoma County, MS

Amount of Insurance: \$5,000,000.00

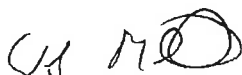
Premium: \$10,100.00

Date of Policy: December 15, 2017 at 3:18 p.m.

File No.: 2902723.000080 (C)

1. Name of Insured: ServisFirst Bank
2. The estate or interest in the Land that is encumbered by the Insured Mortgage is: leasehold
3. Leasehold Title is vested in: Clarksdale Regional Medical Center, Inc.
4. The Insured Mortgage and its assignments, if any, are described as follows: Deed of Trust executed by Clarksdale Regional Medical Center, Inc. dated December 13, 2017, filed December 15, 2017 and recorded in Book 2017 Page 5912 of the land records of Coahoma County, Mississippi
5. The Land referred to in this policy is described as follows: See Exhibit A attached hereto.


By:



Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)



	<b>First American Title™</b>	<b>Loan Policy of Title Insurance</b>
<b>Schedule A, Exhibit A</b>	ISSUED BY <b>First American Title Insurance Company</b>	
	POLICY NUMBER <b>5011300-2569146e</b>	

The Land referred to herein below is situated in the County of Coahoma, State of Mississippi, and is described as follows:

Tract I: Hospital Lot

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence North 89°14'00" East along the North line of said Southwest Quarter, 45 feet to a point; thence South, 30 feet to a point on the South right-of-way of Hospital Drive, said point being the POINT OF BEGINNING of the land herein described; thence North 89°14'00" East along the South right-of-way of said Hospital Drive, 1100.5 feet to a point on the West right-of-way of Ohio Street; thence South along the West right-of-way of said Ohio Street, 654.06 feet to a point on the North right-of-way of Cheryl Street; thence North 89°46'00" West along the North right-of-way of Cheryl Street, 891.71 feet to a point; thence South 89°14'00" West along the North right-of-way of said Cheryl Street, 208.72 feet to a point on the East right-of-way of Ritchie Street; thence North along the East right-of-way of said Ritchie Street, 638.50 feet to the POINT OF BEGINNING, containing 16.28 acres and all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract II: Collection Department Lots

Lots 1 through 10, both inclusive, Block 1, Barnes Subdivision, City of Clarksdale, Mississippi, as the same is designated and described on a map or plat of said subdivision on file in the Office of the Clerk of the Chancery Court of Coahoma County, Mississippi.

Tract III: Part of School Lot

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence South along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.5 feet to a point; thence North 89°14' East, 253.72 feet to the POINT OF BEGINNING of the land herein described; thence South 77°35' East along the South line of the original Cheryl Street before abandonment, 253.0 feet to a point on the West side of an alley; thence South along said alley West line, 151.01 feet to a point; thence South 89°14' West 247.08 feet to a point, said point being the Southeast corner of the Barr Lot; thence North along the East line of said Barr Lot, 208.72 feet to the POINT OF BEGINNING, containing 1.02 acres and all being in the Subdivision of Clarksdale Municipal Airport Property as it appears in Plat Book 5 at page 20 of record in the Chancery Clerk's Office of Coahoma County, Mississippi, said subdivision being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract IV: Abandoned Part of Cheryl Street

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North Range 3 West, Coahoma County, Mississippi; thence South along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.5 feet to a point; thence North 89°14' East, 253.72 feet to the POINT OF BEGINNING of the land herein described; thence South 77°35' East along the South line of the original Cheryl Street before abandonment, 253.0 feet to a point on the West side of an alley; thence North along the West side of said alley, 53.39 feet to a point on the South right-of-way of existing Cheryl Street after abandonment; thence North 89°46' West along the South line of said existing Cheryl Street, 247.06 feet to the POINT OF BEGINNING, containing 0.15 acre all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract V: Heliport

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence South along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.5 feet to a point; thence North 89 degrees 14 minutes East along the South line of Cheryl Street, 253.72 feet to a point; thence South 89 degrees 46 minutes East along South line of Cheryl Street, 332.99 feet to the POINT OF BEGINNING of the tract herein described; thence South, 95 feet to a point; thence South 89 degrees 46 minutes East,

121.36 feet to a point; thence North, 95 feet to a point on the South line of said Cheryl Street; thence North 89 degrees 46 minutes West along the South line of said Cheryl Street, 121.36 feet to the POINT OF BEGINNING, containing 0.26 acres and all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract VI:

Commencing at the Southeast corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi, said point being a stone; thence North along the East line of said Southwest Quarter, 1920.2 feet to a point; thence West, 523.6 feet to the POINT OF BEGINNING of the land herein described; thence West along a line being the extension of the centerline of Cheryl Street, 625 feet to a point on the East right-of-way of Ohio Street; thence North along the East right-of-way of said Ohio Street, 892.59 feet to a point in the center of a drainage ditch; thence South 82°08' East along the center of said ditch, 630.94 feet to a point; thence South, 806.17 feet to the POINT OF BEGINNING, containing 12.18 acres and all being in the West Half of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Being more particularly described as (surveyed legal descriptions):

Tract I: Hospital Lot

Commencing at the Northwest corner of the Southwest Quarter of Section 19 Township 27 North, Range 3 West, Coahoma County, Mississippi; thence N 89°44'34" E along the North line of said Southwest Quarter, 45.00' to a point; thence S 0°30'34" W, 30.00' to a ½" pin on the South right-of-way of Hospital Drive, said point being the point of beginning of the land herein described; thence North 89°44'34" East along the South right-of-way of said Hospital Drive, 1100.50' to a point on the West right-of-way of Ohio Street; thence S 00°30'34" W along the West right-of-way of said Ohio Street, 654.00' to a point on the North right-of-way of Cheryl Street; thence N 89°14'26" W along the North right-of-way line of said Cheryl Street, 891.71' to a 5/8" iron pin; thence S 89°39'15" W along the North right-of-way of said Cheryl Street 208.72' to a 2" pipe on the East right-of-way of Ritchie Street; thence N 00°30'35" E along the East right-of-way of said Ritchie Street, 638.50' to the Point of Beginning, all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract II: Collection Department Lots

Lots 1 through 10, both inclusive, Block 1, Barnes Subdivision, City of Clarksdale, Mississippi, as the same is designated and described on a map or plat of said subdivision on file in the office of the Clerk of the Chancery Court of Coahoma County, Mississippi.

Tract III: Part of School Lot

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence S 00°30'34" W along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.50' to a point; thence N 89°48'44" E, 253.59' to a concrete monument, and the Point of Beginning of the land herein described; thence S 77°02'27" E along the South line of the original Cheryl Street before abandonment, 252.98' to a point on the West side of an alley; thence S 00°32'29" W along said alley west line, 151.01' to a found 2" pipe; thence S 89°46'29" W 247.08' to a 2" pipe, said point being the Southeast corner of the Barr lot; thence N 00°32'29" E along the East line of said Barr lot, 208.72' to the Point of Beginning, all being in the subdivision of Clarksdale Municipal Airport Property as it appears in Plat Book 5 at Page 20 of record in the Chancery Clerk's office of Coahoma County, Mississippi, said subdivision being in the Southwest Quarter of Section 19, Township 27 North, Range 5 West, Coahoma County, Mississippi.

Tract IV: Abandoned Part of Cheryl Street

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence S 00°30'34" W along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.50' to a point; thence N 89°48'44" E, 253.59' to a concrete monument, and the Point of Beginning of the land herein described; thence S 77°02'27" E along the South line of the original Cheryl Street before abandonment, 252.98' to a point on the West side of an alley; thence N 00°32'29" E along the West side of said alley, 53.76' to a point on the South right-of-way of existing Cheryl Street after abandonment; thence N 89°18'38" W along the South line of said existing Cheryl Street, 247.06' to the Point of Beginning, all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract V: Heliport

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence S 00°30'34" W along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.50' to a point; thence N 89°48'44" E, 253.59' to a concrete monument; thence S 89°18'38" E along the South line of Cheryl Street, 333.12' to the Point of Beginning of the tract herein described; thence S 00°30'34" W, 95.00' to a point; thence S 89°15'26" E, 121.36' to a point; thence N 00°30'34" E, 95.00' to a point on the South line of said Cheryl Street; thence N 89°15'26" W along the South line of said Cheryl Street, 121.36' to the Point of Beginning, all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract VI:

Commencing at the Southeast Corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi, said point being a stone; thence N 00°17'43" E along the East line of said Southwest Quarter, 1920.20' to a point; thence N 89°42'17" W along a line being an extension of the centerline of Cheryl Street, 625.00' to a point on the East right-of-way of Ohio street; thence N 00°17'43" E along the East right-of-way of Ohio Street, passing a 1.5" along said call at 30.66', 892.59' to a point in the center of a drainage ditch; thence S 81°50'17" E along the center of said ditch, 630.94'; thence S 00°17'43" W, 806.17' to the Point of Beginning, and all being in the West half of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

	<b>First American Title™</b>	<b>Loan Policy of Title Insurance</b>
		<small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Schedule BI</b>		<small>POLICY NUMBER</small> <b>5011300-2569146e</b>

File No.: 2902723.000080 (C)


**PART I**

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records are shown in Schedule B.
2. Taxes and assessments for the year 2017 and subsequent years and not yet due and payable.
3. The Company does not insure the area, square footage, or acreage of the land.
4. Terms and conditions contained in Deed from The City of Clarksdale, Mississippi to Coahoma County, Mississippi, dated August 4, 1948, filed of record September 18, 1948 and recorded in Book 187 Page 369.
5. Terms and conditions contained in Warranty Deed from Clarksdale Separate Municipal School District to Coahoma County, Mississippi dated February 15, 1990, filed of record April 12, 1990 and recorded in Book 635 Page 374 and Resolution dated December 14, 1995 filed of record December 20, 1995 and recorded in Book 719 Page 26.
6. Terms and conditions contained in Warranty Deeds filed of record November 19, 1992 and recorded in Book 670 at Page 189, 195, 197, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267 and 269.
7. Terms and conditions contained in Lease Agreement with Coahoma County, Mississippi, acting by and through the Coahoma County Board of Supervisors, dated as of December 28, 1995, filed of record December 29, 1995 and recorded in Book 719 Page 127 as amended by Amendment to Lease Agreement dated December 15, 1998, filed of record December 22, 1998 and recorded in Book 771 Page 185, as assigned to Clarksdale Regional Medical Center, Inc. by Assignment and Assumption of Lease dated November 1, 2017 filed November 2, 2017 and recorded in Book 2017 Page 4644.
8. Right of Way Easement to Mississippi Valley Gas Company dated July 28, 1954 filed of record and recorded in Book 251 Page 305.
9. Right of Way Easement to Mississippi Power & Light Company dated January 26, 1961, filed March 17, 1961 and recorded in Book 303 Page 475.
10. Pipeline Right of Way to Sohio Pipeline Company dated May 13, 1942 filed in Book 148 Page 633.
11. Easements retained by the City of Clarksdale, MS pursuant to ordinance abandoning closing and vacating the Dedicated Right of Way and Easements therein described in Ordinance No. 881 in the Minutes of the City Council of Clarksdale, MS.

12. Terms and conditions contained in Deed from the City of Clarksdale to Clarksdale Municipal Separate School District dated August 20, 1956, filed of record August 22, 1956 and recorded in Book 267 Page 445.
13. Terms and conditions contained in Quitclaim Deed from the City of Clarksdale, Mississippi to Tom T. Ross, Woodrow W. Day, W. H. Frazier, Jr., William T. Wilkins and Chester H. Curtis as members of the Board of Trustees of the Clarksdale Municipal Separate School District of Coahoma County, Mississippi and their successors in office, as Trustees of the Clarksdale Municipal Separate District dated May 21, 1958, filed of record May 27, 1958 and recorded in Book 280 Page 261.
14. Terms and conditions of Ordinance 892 of the City of Clarksdale, Mississippi, adopted November 16, 1992, as amended by that certain Ordinance to Amend Ordinance 892 of the City of Clarksdale, Mississippi, dated December 27, 1995.
15. Matters reflected on survey by Blew & Associates, PA, dated May 1, 2017, and designated as Job No. 17-527.
16. Fee simple interest of Coahoma County, Mississippi, acting by and through the Coahoma County Board of Supervisors.
17. Mississippi Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by Clarksdale Regional Medical Center, Inc. in favor of CHS/Community Health Systems, Inc. dated October 31, 2017 filed December 15, 2017 and recorded in Book 2017 Page 5936.
18. Assignment and Assumption of Guarantor's Obligations under Lease executed by Health Management Associates, LLC and Curae Health, Inc. dated November 1, 2014 filed November 2, 2017 and recorded in Book 2017 Page 4651.

	<b>First American Title™</b>	<b>Loan Policy of Title Insurance</b>
<b>Schedule BII</b>		ISSUED BY <b>First American Title Insurance Company</b>  POLICY NUMBER <b>5011300-2569146e</b>

File No.: 2902723.000080 (C)

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

None.



**First American Title™**

**COVENANTS, CONDITIONS AND RESTRICTIONS –  
LOAN POLICY ENDORSEMENT**

**Issued by**

**First American Title Insurance Company**

Attached to Policy No.: 5011300-2569146e

File No.: 2902723.000080 (C)

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
  - b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to the Land at Date of Policy that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation of a Covenant that:
    - i. divests, subordinates, or extinguishes the lien of the Insured Mortgage.
    - ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or
    - iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
  - b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
  - c. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
  - d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.d., any Covenant pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: December 15, 2017

**First American Title Insurance Company**

*Dennis J. Gilmore*      *Jeffrey S. Robinson*

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

By: \_\_\_\_\_

*US MCO*

Authorized Countersignature



*First American Title™*

**LEASEHOLD – LOAN POLICY  
ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 5011300-2569146e

File No.: 2902712.000080 (C)

**1. As used in this endorsement, the following terms shall mean:**

- a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case, as a result of a matter covered by this policy.
- b. "Lease": the lease described in Schedule A.
- c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.
- d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
- e. "Personal Property": property, in which and to the extent the Insured has rights, located on or affixed to the Land on or after Date of Policy that by law does not constitute real property because (i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land.
- f. "Remaining Lease Term": the portion of the Lease Term remaining after the Tenant has been Evicted.
- g. "Tenant": the tenant under the Lease and, after acquisition of all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of this policy, the Insured Claimant.
- h. "Tenant Leasehold Improvements": Those improvements, in which and to the extent the Insured has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Tenant's expense or in which the Tenant has an interest greater than the right to possession during the Lease Term.

**2. Valuation of Estate or Interest Insured:**

If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction of the Tenant, then, as to that portion of the Land from which the Tenant is Evicted, that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

**3. Additional items of loss covered by this endorsement:**

If the Insured acquires all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of this policy and thereafter is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured, is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not



to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the policy, or Section 8(a)(iii) of the Conditions:

- a. The reasonable cost of (i) removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, (ii) transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, (iii) repairing the Personal Property damaged by reason of the removal and relocation, and (iv) restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction.
  - b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.
  - c. The amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted.
  - d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease permitted by the Lease and made by Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
  - e. Damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
  - f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.
  - g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping.
4. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees or expenses) resulting from environmental damage or contamination.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

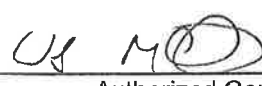
Date: December 15, 2017

**First American Title Insurance Company**

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

By:  \_\_\_\_\_  
Authorized Countersignature



*First American Title™*

**ACCESS AND ENTRY  
ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 5011300-2569146e

File No.: 2902723.000080 (C)

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from Hospital Drive (as to Tract 1), Ritchie Avenue (as to Tract 2), Vacated Cheryl Street (as to Tracts 3, 4 and 5) (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: December 15, 2017

***First American Title Insurance Company***

*Dennis J. Gilmore*      *Jeffrey S. Robinson*

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

By: \_\_\_\_\_

*U M O*

Authorized Countersignature



**First American Title™**

**MULTIPLE TAX PARCEL  
ENDORSEMENT**

**Issued by**

**First American Title Insurance Company**

Attached to Policy No.: 5011300-2569146e

File No.: 2902723.000080 (C)

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel	Tax Identification Numbers
Tract 1	323-191620000-00012.00
Tract 2	404-240170001-00001.00 404-240170001-00007.00
Tract 3	323-191620000-00016.01
Tract 4	323-191620000-00016.01
Tract 5	323-191620000-00014.02
Tract 6	323-191620000-00020.00

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: December 15, 2017

**First American Title Insurance Company**

*Dennis J. Gilmore* *Jeffrey S. Robinson*

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

By:

*CMO*

Authorized Countersignature



**First American Title™**

**SAME AS SURVEY ENDORSEMENT**

**Issued by**

**First American Title Insurance Company**

Attached to Policy No.: 5011300-2569146e

File No.: 2902723.000080 (C)

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Blew & Associates, PA dated May 1, 2017, and designated Job No. 17-527.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: December 15, 2017

**First American Title Insurance Company**

*Dennis J. Gilmore*      *Jeffrey S. Robinson*

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

By: \_\_\_\_\_

*US MD*

Authorized Countersignature



**First American Title™**

**SUBDIVISION ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 5011300-2569146e

File No.: 2902723.000080 (C)

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: December 15, 2017

***First American Title Insurance Company***

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

By: \_\_\_\_\_

Authorized Countersignature



**First American Title™**

**ENCROACHMENTS – BOUNDARIES AND EASEMENTS  
ENDORSEMENT**

**Issued by**

**First American Title Insurance Company**

Attached to Policy No.: 5011300-2569146e

File No.: 2902723.000080 (C)

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means an existing building, located on either the Land or adjoining land at Date of Policy and that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
  - b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
  - c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
  - d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the encroachments listed as Exceptions 26 of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: December 15, 2017

**First American Title Insurance Company**

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

By: \_\_\_\_\_



Authorized Countersignature



**First American Title™**

**POLICY AUTHENTICATION ENDORSEMENT**

**Issued by**

**First American Title Insurance Company**

Attached to Policy No.: 5011300-2569146e

File No.: 2902723.000080 (C)

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**IN WITNESS WHEREOF**, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

Date: December 15, 2017

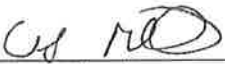
**First American Title Insurance Company**

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

By: \_\_\_\_\_

  
Authorized Countersignature



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**

State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

BRADLEY ARANT BOULT CUMINGS LLP  
MARY WARD  
1600 DIVISION STREET SUITE 700  
NASHVILLE, TN 37203

December 18, 2017 2:33 PM

Financing Statement Doc #: 427975889  
DLN #: B0463-3074

**UCC Financing Statement Acknowledgment**

This acknowledges the filing of the attached UCC1 document. Please review the data to ensure database information corresponds with information on the submitted UCC form. In the event a discrepancy is found, please note the error and return the entire package to our office. If we may be of any further service to you, please contact us at the number noted below.

Tre Hargett  
Secretary of State

Enclosures: Original Documents

**DEBTOR INFORMATION**

CLARKSDALE REGIONAL MEDICAL CENTER, INC. 121 LEINHART STREET  
C/O CURAE HEALTH INC  
CLINTON, TN 37716

**SECURED PARTY INFORMATION**

SERVISFIRST BANK 1801 WEST END AVENUE  
SUITE 110  
NASHVILLE, TN 37203

**RECORDING TAX**

Maximum principal indebtedness for Tennessee recording tax purposes is: \$0.00

**FILING INFORMATION**

Financing Statement Doc #: 427975889  
Filing Date: 12/18/2017 2:27 PM  
Lapse Date: 12/18/2022 11:59 PM

**Document Receipt**

Receipt #: 3704975	Fees Paid:	\$15.00
	Taxes Paid:	\$0.00
Payment-Check/MO - BRADLEY ARANT BOULT CUMMINGS LLP, NASHVILLE, TN		\$15.00





**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  Mary Ward Bradley Arant Boult Cummings LP 1600 Division Street, Suite 700 Nashville, TN 37203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME CLARKSDALE REGIONAL MEDICAL CENTER, INC.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 121 Leinhardt Street c/o Curae Health, Inc.		CITY Clinton	STATE TN	POSTAL CODE 37716 COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME SERVISFIRST BANK,				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1801 West End Avenue, Suite 110		CITY Nashville	STATE TN	POSTAL CODE 37203 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

Debtor hereby grants to Secured Party a security interest pursuant to the Uniform Commercial Code as adopted by Mississippi (the "UCC") in all fixtures and personal property presently or hereafter owned by Debtor and located on or used in the operation of the property described on Exhibit A hereto (the "Premises"), including, but not limited to, all fixtures, construction materials, goods, equipment, furniture and inventory, and all accessions, additions and replacements thereof, and all presently owned and hereafter acquired contract rights, accounts, deposit accounts, and general intangibles pertaining to the Premises or Debtor's operation of an enterprise thereon, together with all products and proceeds of the foregoing, including insurance proceeds. Debtor also grants to Secured Party a security interest pursuant to the UCC in any and all assets and personal property, whether presently existing or hereafter acquired or arising and wherever located, including without limitation, Gross Revenues (as defined in the Loan Agreement), all accounts, chattel paper, deposit accounts, documents, electronic chattel paper, equipment, fixtures, general intangibles, goods, health-care-insurance receivables, instruments, inventory, investment property, letter-of-credit rights, payment intangibles, promissory notes, software, any commercial tort claims hereafter identified by Debtor in any authenticated record delivered to Secured Party and all supporting obligations, products and proceeds of any of the foregoing.

Maximum principal indebtedness for Tennessee recording tax purposes is \$<sup>0</sup>

5. Check only if applicable and check only one box: Collateral is ☐ held in Trust (see UCC1Ad, Item 17 and Instructions)

☐ being administered by a Decedent's Personal Representative

- 6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

- 6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensors

8. OPTIONAL FILER REFERENCE DATA:

NOTE: All information on this form is public record.

**EXHIBIT A****LEGAL DESCRIPTION****Tract I: Hospital Lot**

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence North 89°14'00" East along the North line of said Southwest Quarter, 45 feet to a point; thence South, 30 feet to a point on the South right-of-way of Hospital Drive, said point being the POINT OF BEGINNING of the land herein described; thence North 89°14'00" East along the South right-of-way of said Hospital Drive, 1100.5 feet to a point on the West right-of-way of Ohio Street; thence South along the West right-of-way of said Ohio Street, 654.06 feet to a point on the North right-of-way of Cheryl Street; thence North 89°46'00" West along the North right-of-way of Cheryl Street, 891.71 feet to a point; thence South 89°14'00" West along the North right-of-way of said Cheryl Street, 208.72 feet to a point on the East right-of-way of Ritchie Street; thence North along the East right-of-way of said Ritchie Street, 638.50 feet to the POINT OF BEGINNING, containing 16.28 acres and all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

**Tract II: Collection Department Lots**

Lots 1 through 10, both inclusive, Block 1, Barnes Subdivision, City of Clarksdale, Mississippi, as the same is designated and described on a map or plat of said subdivision on file in the Office of the Clerk of the Chancery Court of Coahoma County, Mississippi.

**Tract III: Part of School Lot**

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence South along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.5 feet to a point; thence North 89°14' East, 253.72 feet to the POINT OF BEGINNING of the land herein described; thence South 77°35' East along the South line of the original Cheryl Street before abandonment, 253.0 feet to a point on the West side of an alley; thence South along said alley West line, 151.01 feet to a point; thence South 89°14' West 247.08 feet to a point, said point being the Southeast corner of the Barr Lot; thence North along the East line of said Barr Lot, 208.72 feet to the POINT OF BEGINNING, containing 1.02 acres and all being in the Subdivision of Clarksdale Municipal Airport Property as it appears in Plat Book 5 at page 20 of record in the Chancery Clerk's Office of Coahoma County, Mississippi, said subdivision being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

**Tract IV: Abandoned Part of Cheryl Street**

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North Range 3 West, Coahoma County, Mississippi; thence South along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.5 feet to a point; thence North 89°14' East, 253.72 feet to the POINT OF BEGINNING of the land herein described; thence South 77°35' East along the South line of the original Cheryl Street before abandonment, 253.0 feet to a point on the West side of an alley; thence North along the West side of said alley, 53.39 feet to a point on the South right-of-way of existing Cheryl Street after abandonment; thence North 89°46' West along the South line of said existing Cheryl Street, 247.06 feet to the POINT OF BEGINNING, containing 0.15 acre all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

**Tract V: Heliport**

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence South along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.5 feet to a point; thence North 89 degrees 14 minutes East along the South line

of Cheryl Street, 253.72 feet to a point; thence South 89 degrees 46 minutes East along South line of Cheryl Street, 332.99 feet to the POINT OF BEGINNING of the tract herein described; thence South, 95 feet to a point; thence South 89 degrees 46 minutes East, 121.36 feet to a point; thence North, 95 feet to a point on the South line of said Cheryl Street; thence North 89 degrees 46 minutes West along the South line of said Cheryl Street, 121.36 feet to the POINT OF BEGINNING, containing 0.26 acres and all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract VI:

Commencing at the Southeast corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi, said point being a stone; thence North along the East line of said Southwest Quarter, 1920.2 feet to a point; thence West, 523.6 feet to the POINT OF BEGINNING of the land herein described; thence West along a line being the extension of the centerline of Cheryl Street, 625 feet to a point on the East right-of-way of Ohio Street; thence North along the East right-of-way of said Ohio Street, 892.59 feet to a point in the center of a drainage ditch; thence South 82°08' East along the center of said ditch, 630.94 feet to a point; thence South, 806.17 feet to the POINT OF BEGINNING, containing 12.18 acres and all being in the West Half of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Being more particularly described as (surveyed legal descriptions):

Tract I: Hospital Lot

Commencing at the Northwest corner of the Southwest Quarter of Section 19 Township 27 North, Range 3 West, Coahoma County, Mississippi; thence N 89°44'34" E along the North line of said Southwest Quarter, 45.00' to a point; thence S 0°30'34" W, 30.00' to a ½" pin on the South right-of-way of Hospital Drive, said point being the point of beginning of the land herein described; thence North 89°44'34" East along the South right-of-way of said Hospital Drive, 1100.50' to a point on the West right-of-way of Ohio Street; thence S 00°30'34" W along the West right-of-way of said Ohio Street, 654.00' to a point on the North right-of-way of Cheryl Street; thence N 89°14'26" W along the North right-of-way line of said Cheryl Street, 891.71' to a 5/8" iron pin; thence S 89°39'15" W along the North right-of-way of said Cheryl Street 208.72' to a 2" pipe on the East right-of-way of Ritchie Street; thence N 00°30'35" E along the East right-of-way of said Ritchie Street, 638.50' to the Point of Beginning, all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract II: Collection Department Lots

Lots 1 through 10, both inclusive, Block 1, Barnes Subdivision, City of Clarksdale, Mississippi, as the same is designated and described on a map or plat of said subdivision on file in the office of the Clerk of the Chancery Court of Coahoma County, Mississippi.

Tract III: Part of School Lot

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence S 00°30'34" W along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.50' to a point; thence N 89°48'44" E, 253.59' to a concrete monument, and the Point of Beginning of the land herein described; thence S 77°02'27" E along the South line of the original Cheryl Street before abandonment, 252.98' to a point on the West side of an alley; thence S 00°32'29" W along said alley west line, 151.01' to a found 2" pipe; thence S 89°46'29" W 247.08' to a 2" pipe, said point being the Southeast corner of the Barr lot; thence N 00°32'29" E along the East line of said Barr lot, 208.72' to the Point of Beginning, all being in the subdivision of Clarksdale Municipal Airport Property as it appears in Plat Book 5 at Page 20 of record in the Chancery Clerk's office of

Coahoma County, Mississippi, said subdivision being in the Southwest Quarter of Section 19, Township 27 North, Range 5 West, Coahoma County, Mississippi.

Tract IV: Abandoned Part of Cheryl Street

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence S 00°30'34" W along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.50' to a point; thence N 89°48'44" E, 253.59' to a concrete monument, and the Point of Beginning of the land herein described; thence S 77°02'27" E along the South line of the original Cheryl Street before abandonment, 252.98' to a point on the West side of an alley; thence N 00°32'29" E along the West side of said alley, 53.76' to a point on the South right-of-way of existing Cheryl Street after abandonment; thence N 89°18'38" W along the South line of said existing Cheryl Street, 247.06' to the Point of Beginning, all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract V: Heliport

Commencing at the Northwest corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi; thence S 00°30'34" W along a line parallel to and 15 feet East of the West line of Ritchie Street, 728.50' to a point; thence N 89°48'44" E, 253.59' to a concrete monument; thence S 89°18'38" E along the South line of Cheryl Street, 333.12' to the Point of Beginning of the tract herein described; thence S 00°30'34" W, 95.00' to a point; thence S 89°15'26" E, 121.36' to a point; thence N 00°30'34" E, 95.00' to a point on the South line of said Cheryl Street; thence N 89°15'26" W along the South line of said Cheryl Street, 121.36' to the Point of Beginning, all being in the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

Tract VI:

Commencing at the Southeast Corner of the Southwest Quarter of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi, said point being a stone; thence N 00°17'43" E along the East line of said Southwest Quarter, 1920.20' to a point; thence N 89°42'17" W, 523.60' to the Point of Beginning of the land herein described; thence N 89°42'17" W along a line being an extension of the centerline of Cheryl Street, 625.00' to a point on the East right-of-way of Ohio street; thence N 00°17'43" E along the East right-of-way of Ohio Street, passing a 1.5" along said call at 30.66', 892.59' to a point in the center of a drainage ditch; thence S 81°50'17" E along the center of said ditch, 630.94'; thence S 00°17'43" W, 806.17' to the Point of Beginning, and all being in the West half of Section 19, Township 27 North, Range 3 West, Coahoma County, Mississippi.

## GUARANTY

THIS GUARANTY ("**Guaranty**"), dated as of May 1, 2017, is made and entered into upon the terms hereinafter set forth by the undersigned (collectively referred to herein as the "**Guarantor**"), in favor of SERVISFIRST BANK, an Alabama state banking corporation (the "**Lender**").

### **RECITALS:**

A. The Lender has agreed to extend certain credit to Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc. (collectively the "**Borrowers**"), as evidenced by the following: (i) that certain Loan Agreement of even date herewith by and among Borrowers, Guarantor, and Lender (as such may be amended and/or restated from time to time, the "**Loan Agreement**"; capitalized terms not otherwise defined herein shall have such meaning as set forth in the Loan Agreement); (ii) the Notes; and (iii) the other Loan Documents. Any and all Obligations (as defined therein) evidenced by the Loan Agreement, the Notes and/or the other Loan Documents (including without limitation any Swap Obligation) are collectively referred to herein as the "**Indebtedness**."

B. It is a condition of the Lender's agreement to enter into the Loan Agreement that Guarantor execute and deliver this Guaranty to the Lender.

C. Guarantor desires to execute and deliver this Guaranty for the benefit of the Lender in order to induce the Lender to enter into the Loan Agreement, which will be to the direct interest, advantage and benefit of Guarantor.

### **AGREEMENTS:**

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Guarantor, and to induce the Lender to enter into the Loan Agreement, Guarantor hereby agrees as follows:

1. Guarantor hereby guarantees to Lender, the full and prompt payment and performance of the Indebtedness, principal and any and all interest accrued or to accrue thereon (including any Swap Obligations) (the aforesaid indebtedness and other obligations related thereto are sometimes herein collectively referred to as the "**Guaranteed Obligations**"). Guarantor hereby agrees that if the Guaranteed Obligations are not timely paid or performed, as the case may be, in accordance with the terms thereof, Guarantor immediately will pay or perform such Guaranteed Obligations. If for any reason any payment or obligation in respect of the Guaranteed Obligations shall be determined at any time to be a voidable preference or otherwise shall be set aside or required to be returned or repaid, this Guaranty nevertheless shall remain in full force and effect and shall be fully enforceable against Guarantor for the payment or obligation set aside, returned or repaid, as well as any other Guaranteed Obligations still outstanding, notwithstanding the fact that this Guaranty may have been canceled, released and returned to Guarantor by Lender.

2. In addition to the obligations of Guarantor to the Lender pursuant to Paragraph 1 hereof, Guarantor further agrees to pay any and all expenses (including attorney's fees) reasonably incurred by Lender in endeavoring to collect or enforce the obligations of Guarantor under this Guaranty.

3. Guarantor hereby waives notice of any breach or default by Borrowers, and hereby further waives presentment, demand, notice of dishonor and protest with respect to any instrument now or hereafter evidencing any of the Guaranteed Obligations.

4. Any act of Lender consisting of a waiver of any of the terms, covenants or conditions of the Guaranteed Obligations, or the giving of any consent to any matter or thing relating to the Guaranteed Obligations, or the granting of any indulgences or extensions of time to Borrowers, may be done without notice to Guarantors and without releasing the obligations of Guarantor hereunder.

5. The obligations of Guarantor hereunder shall not be released or impaired by (a) Lender's receipt, application or release of any security at any time given for the payment, performance or observance of any of the Guaranteed Obligations, or (b) the release of, or the modification of the obligations of, any other endorser, surety or guarantor of any of the Guaranteed Obligations. Similarly, the obligations of Guarantor hereunder shall not be released or impaired by any amendment to or modification of any of the terms of the Guaranteed Obligations made by Lender and Borrowers, but in the case of any such amendment or modification, the liability of Guarantor shall be deemed modified in accordance with the terms of any such amendment or modification.

6. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of any Borrower in any creditors', receivership, bankruptcy or other proceedings, (b) the impairment, limitation or modification of the liability of any Borrower in bankruptcy, or of any remedy for the enforcement of any of the Guaranteed Obligations resulting from the operation of any present or future provision of the Federal bankruptcy law or any other statute or the decision of any court, (c) the rejection or disaffirmance of any instrument, document or agreement evidencing any of the Guaranteed Obligations in any such proceedings, (d) the assignment or transfer of any of the Guaranteed Obligations by the Lender, (e) the dissolution or any other defense of any Borrower, or (f) the cessation from any cause whatsoever of the liability of any Borrower with respect to the Guaranteed Obligations.

7. Until all of the Guaranteed Obligations have been fully paid and performed, as the case may be, any liability or indebtedness of any Borrower now or hereafter held by Guarantor is and shall be subject and subordinate to the obligations of Borrowers to the Lender under the Guaranteed Obligations.

8. Until such time as the Guaranteed Obligations have been satisfied in full, Guarantor hereby waives any claim, right or remedy that Guarantor may now have or hereafter acquire against Borrowers that arises hereunder or from performance by Guarantor hereunder, including any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, indemnification or participation in any claim, right or remedy of Lender against Borrowers or any collateral now or hereafter securing the Guaranteed Obligations, regardless of whether such claim, right or remedy arises under contract, by statute, under common law, in equity or otherwise.

9. This is a guaranty of payment and performance and not of collection. The liability of Guarantor hereunder shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Borrowers or any other person, nor against any collateral available to Lender. Guarantor hereby waives any right to require that an action be brought against Borrowers or any other person or to require that resort be had to any collateral in favor of Lender prior to discharging its obligations hereunder. To the extent applicable, Guarantor further waives any right of Guarantor to require that an action be brought against Borrowers under the provisions of any applicable law.

10. Guarantor hereby consents and agrees that all payments and credits received from Borrowers or Guarantor or realized from any collateral may be applied by Lender to the Guaranteed Obligations in the following order: (i) costs, charges and expenses, (ii) accrued and unpaid interest and (iii) principal.

11. This Guaranty is assignable by Lender, and any assignment of the Guaranteed Obligations or any portion thereof by Lender shall operate to vest in the assignee the rights and powers of

Lender hereunder to the extent of such assignment. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, representatives, and assigns, and shall inure to the benefit of Lender and Lender's successors, successors-in-title and assigns.

12. This Guaranty shall be construed in accordance with and governed by the laws of the State of Tennessee applicable to contracts to be performed within said state.

13. No amendment or modification hereof shall be effective unless evidenced by a writing signed by Guarantor and Lender. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

14. Guarantor hereby waives notice of acceptance of this Guaranty by Lender.

15. Any reference herein to any instrument, document or agreement, by whatever terminology used, shall be deemed to include any and all amendments, modifications, supplements, extensions, renewals, substitutions or replacements thereof as the context may require. When used herein, (a) the singular shall include the plural, and vice versa, and the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate, (b) "include", "includes" and "including" shall be deemed to be followed by "without limitation" regardless of whether such words or words of like import in fact follow same, and (c) unless the context clearly indicates otherwise, the disjunctive "or" shall include the conjunctive "and".

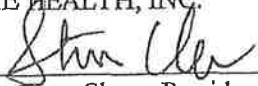
[signatures begin on following page]

The undersigned Guarantor has executed this Guaranty as of the date first above written.

**GUARANTOR:**

CURAE HEALTH, INC.

By: \_\_\_\_\_

  
Steve Clapp, President

[Signature Page to Guaranty]



## GUARANTOR SECURITY AGREEMENT

THIS GUARANTOR SECURITY AGREEMENT (this "**Agreement**"), dated May 1, 2017, is made and entered into by CURAE HEALTH, INC., a Tennessee nonprofit corporation (the "**Debtor**"), in favor of SERVISFIRST BANK, an Alabama state banking corporation with offices at 1801 West End Avenue, Suite 850, Nashville, Tennessee 37203 ("**Lender**").

1. **Security Interest and Indebtedness.** The Debtor hereby grants Lender a security interest in all Debtor's assets and personal property, which are related to the hospitals owned and operated by Borrowers (as defined below), but specifically excluding Debtor's ownership interest in NW Alabama Real Estate, LLC ("NWARE") and any assets owned by NWARE or related to such assets, whether presently existing or hereafter acquired or arising and wherever located, including without limitation, Gross Revenues (as defined in the Loan Agreement), all accounts, chattel paper, deposit accounts, documents, electronic chattel paper, equipment, fixtures, general intangibles, goods, health-care-insurance receivables, instruments, inventory, investment property, letter-of-credit rights, payment intangibles, promissory notes, software, any commercial tort claims hereafter identified by Debtor in any authenticated record delivered to Lender and all supporting obligations, products and proceeds of any of the foregoing (collectively, the "**Collateral**"), to secure prompt and full performance and payment of (a) all obligations, liabilities and indebtedness evidenced by that certain Guaranty of even date herewith executed by Debtor in favor of Lender (as such may be amended and/or restated from time to time, the "**Guaranty**"), whereby Debtor guaranties payment of certain obligations of Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc. (collectively the "**Borrowers**"), including but not limited to, the Obligations as defined and described that certain Loan Agreement of even date herewith by and among Borrowers, Guarantor and Lender (as such may be amended and/or restated from time to time, the "**Loan Agreement**"; capitalized terms not otherwise defined herein shall have such meaning as set forth in the Loan Agreement); (b) all amounts that Lender may now or hereafter pay or advance at any time for taxes, levies, insurance, repairs, maintenance or other protection with respect to the Collateral; and (c) all costs and expenses that Lender may incur in enforcing or protecting its rights with respect to the Collateral or the indebtedness secured by the Collateral, including attorneys' fees (all of the foregoing, collectively, the "**Indebtedness**").

2. **Representations and Warranties.** Debtor hereby represents and warrants to Lender that (a) Exhibit A correctly identifies Debtor's legal name, type of organization, state of organization, and chief executive offices and principal place(s) of business, and the location of the collateral; (b) Debtor is the sole, true and lawful owner of the Collateral, and have the right to grant a security interest in the Collateral; (c) there are no advances, claims, liens, security interests or encumbrances against the Collateral except in favor of Lender; (d) Debtor is legally formed and validly existing, and the execution and performance of this Agreement has been authorized by all necessary corporate action; and (e) the Indebtedness is incurred only for, and the Collateral is to be used only for, commercial purposes and not for personal, family or household purposes.

3. **Covenants.** Until the Indebtedness has been paid in full, Debtor shall (a) keep the Collateral free from any other lien, security interest or encumbrance, maintain the Collateral in good order and repair, use the Collateral in accordance with all laws, regulations and orders, safeguard and protect all Collateral, and not sell, lease, license, transfer, or dispose of any of the Collateral (except in the ordinary course of business or as otherwise permitted in the Loan Agreement); (b) promptly advise Lender of any event or circumstance materially affecting the Collateral; (c) pay when due all taxes and similar obligations that might result in a lien on the Collateral if not paid; and (d) execute additional documents and take such other actions (at its expense) as Lender may reasonably request from time to time to implement or evidence the terms of this Agreement.

4. **Perfection and Protection of Collateral.** Debtor hereby authorize Lender to file any financing statements describing the Collateral in all applicable filing offices. Debtor shall execute, obtain, deliver and (if applicable) file or record all financing statements, consents, notices, control agreements, landlords' waivers, acknowledgments and other documents, and take all other actions, that Lender may deem necessary or advisable to perfect or protect Lender's security interest in the Collateral against the interests of third parties. Debtor shall mark all chattel paper with a conspicuous legend stating that the chattel paper has been assigned to Lender. Debtor agrees to pay, on demand, all costs, taxes and fees payable in connection with any such filings; recordings, notices or other actions. Debtor shall give Lender at least thirty (30) days prior written notice before changing Debtor's name or structure or the location of a chief executive offices, principal place of business, or state of organization, or moving any Collateral from the locations listed on Exhibit A, and in each case shall (at Debtor's expense) promptly take all steps necessary or advisable to preserve continuously the perfection and priority of Lender's security interests in the Collateral.

5. **Records; Inspection.** Upon Lender's request, Debtor will deliver to Lender copies of financial statements and such other reports and information as to Collateral as Lender may request. Debtor shall maintain adequate books and records pertaining to the Collateral and shall permit Lender (during regular business hours) to visit and inspect any of the Collateral and to examine Debtor's books of record and accounts with respect to the Collateral and the Indebtedness, at Debtor's expense (and all Lender's costs and expenses in connection therewith will be part of the Indebtedness); provided if there is no continuing Event of Default, Lender shall be limited to two (2) site visits per calendar year and such shall be at Lender's expense.

6. **Insurance.** Debtor shall maintain insurance satisfactory to Lender, insuring all of the Collateral against loss from fire, flood, theft, and any other risks required by Lender, and shall provide Lender with satisfactory evidence of such insurance and the timely renewal thereof. All liability insurance policies shall name Lender as an additional insured, and all casualty insurance policies shall contain a lender's or mortgagee's loss payable provision acceptable to Lender. If Debtor fails to furnish or maintain such insurance, Lender may pay premiums or obtain insurance of its interest only, and any amounts paid by Lender will become part of the Indebtedness.

7. **Events of Default.** Any of the following events or conditions will be an "Event of Default" hereunder: (a) an Event of Default, as defined therein, shall occur under the Loan Agreement; or (b) Debtor breaches any covenant or promise made in this Agreement; or (c) any representations made herein were untrue or misleading when made; or (d) any termination statements or correction statements are filed with respect to Lender's financing statements.

8. **Remedies.** Upon any Event of Default, and at any time thereafter, at Lender's option, the Indebtedness shall become immediately due and payable (with interest thereon from the date of demand at the Default Rate) without presentment or demand or any notice to Debtor or any other person obligated thereon, and Lender shall be entitled to exercise any or all of the rights and remedies available at law or in equity, including the rights and remedies of a secured party under the Uniform Commercial Code as in effect from time to time in the State of Tennessee (the "UCC"). These remedies include the right and power to take possession of the Collateral, wherever it may be found, and the right and power to sell, at public or private sale or sales, or otherwise collect, enforce, dispose of or use all or any portion of the Collateral in any manner authorized or permitted under the UCC, in such order or manner as Lender may elect in its sole discretion. Lender shall not be required to prepare or process Collateral before disposition, or to make any warranties of title or otherwise to any person acquiring any of the Collateral. Upon Lender's demand, Debtor agrees to assemble the Collateral at its usual place of business, or at such other location as Lender may reasonably designate, and make it available to Lender. To the extent that notice of sale is required by applicable law, Debtor agrees that notice given as provided herein, at least ten (10) days before the date of the proposed public sale or disposition or the date after

which a private sale may be made shall be deemed reasonable and shall fully satisfy any requirement of giving of notice. Lender may, at its option, dispose of Collateral on credit terms, and, in such event, shall credit the Debtor only with the amounts of cash proceeds actually received by from time to time thereafter by Lender and applied to the Indebtedness.

**9. General Authority.** Lender shall be under no obligation or duty to exercise any of the powers hereby conferred upon Lender; and shall have no liability for any act or failure to act in connection with any of the Collateral (including any diminution in the value of the Collateral from any cause whatsoever). Lender shall be under no duty to collect any amount that may be or become due on any of the Collateral, to redeem or realize on Collateral, to make any presentments, demands or notices of protest in connection with any of the Collateral, to take any steps necessary to preserve rights in any instrument, contract or lease against third parties or to preserve rights against prior parties, to remove any liens or to do anything for the enforcement, collection or protection of Collateral, except to the extent, if any, that the UCC requires Lender to use reasonable care with respect to Collateral while in its possession.

**10. Waivers.** Except as expressly provided herein, and to the fullest extent permitted by law, Debtor hereby waives (a) presentment, demand and protest and notice of presentment, protest, default, non payment, maturity, release, compromise, settlement, extension or renewal of any or all accounts, contract rights, documents, instruments, general intangibles, chattel paper and guaranties at any time held by Lender on which Debtor may in any way be liable and hereby ratifies and confirms whatever Lender may do in this regard; (b) notice prior to taking possession or control of the Collateral or any bond or security that might be required by any court before allowing Lender to exercise any of Lender's remedies, and any right to require Lender to prepare the Collateral for sale; (c) any marshalling of assets, or any right to compel Lender to resort first or in any particular order to any other collateral or other persons before enforcing its rights as to the Collateral or pursuing Debtor for payment of the Indebtedness; (d) the benefit of all valuation, appraisal and exemption laws; and (e) any claims and defenses based on principles of suretyship or impairment of collateral.

**11. General Provisions.**

(a) **Notices.** All communications concerning this Agreement shall be provided as set forth in the Loan Agreement.

(b) **Successors and Assigns.** Debtor shall not assign its rights or delegate its duties under this Agreement. Debtor's covenants and agreements herein shall bind each of the Debtor's successors and assigns, and those who become bound to this Agreement, and shall inure to the benefit of Lender and its successors and assigns. Lender may assign the Indebtedness to one or more assignees on such terms and conditions as Lender shall deem advisable. As to any such assignee, Debtor waives and will not assert any claims, setoffs, recoupments, or defenses that any of Debtor may have against Lender.

(c) **Amendments and Waivers.** This Agreement may not be modified or amended except in writing signed by the Debtor and Lender, and none of its provisions may be waived except in writing signed by Lender. No waivers shall be implied, whether from any custom or course of dealing or any delay or failure in Lender's exercise of its rights and remedies hereunder or otherwise. Any waiver granted by Lender shall not obligate Lender to grant any further, similar, or other waivers.

(d) **Remedies.** All remedies provided to Lender herein are cumulative, in addition to all other remedies available to Lender under this Agreement or any other agreement, at law or in equity or otherwise, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

(e) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee (without regard to its rules on conflicts of laws).

(f) Usury. The parties intend that the interest charged, paid or collected hereunder or on the Indebtedness shall not in any event exceed the maximum permissible rate under applicable law. Any excess interest will be applied to reduce the principal amount of the Indebtedness or repaid to the Debtor.

(g) Defined Terms; UCC Terms. In addition to other words and terms defined in this Agreement (including the Exhibits), the following terms have the following meanings herein, unless the context expressly requires otherwise. The term "**business day**" means any day other than a Saturday, Sunday or day on which commercial banks are authorized to close under the laws of the State of Tennessee. The term "**person**" means any individual, corporation, partnership, joint venture, association, limited liability company, joint stock company, trust, unincorporated organization, government, or any agency or political subdivision thereof, or any other form of entity. The terms "includes" and "including" and words of similar import are inclusive and not exclusive terms, and are not intended to create any limitation. All defined terms apply to both singular and plural forms, and all references to any gender include all other genders. Terms used in this Agreement that are defined in Article 9 of the UCC (as in effect on the date hereof) shall have the same meanings herein, except as otherwise expressly provided or amplified (but not limited) herein. If Debtor is a partnership or an unincorporated association of more than one person, the term "**Debtor**" refers to each partner and/or each such person, jointly, severally and individually. All defined terms and references as to any agreements, notes, instruments, certificates or other documents shall be deemed to refer to such documents as they may from time to time be amended, modified, renewed, extended, replaced, restated, supplemented or substituted. Unless otherwise provided, all references to statutes and related regulations shall include any amendments thereof and any successor statutes and regulations.

(h) Captions; Exhibits; Severability. The captions in this Agreement are for convenience only, and in no way limit or amplify the provisions hereof. All Exhibits and Schedules attached hereto are by reference made a part hereof, and this Agreement governs in case of any conflict. This Agreement is severable, and the invalidity of any provision shall not affect any other provision hereof.

(i) Entire Agreement. This Agreement represents the entire agreement between Lender and Debtor with respect to the subject matter hereof, superseding any and all other agreements, promises or representations.

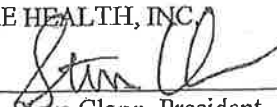
[signatures continued on next page]

ENTERED INTO as of the date first written above.

**DEBTOR:**

CURAE HEALTH, INC.

By: \_\_\_\_\_

  
Steve Clapp, President

[Signature Page to Guarantor Security Agreement]

**EXHIBIT A**

**DEBTOR AND COLLATERAL INFORMATION**

1. Debtor's Legal Name: Curae Health, Inc.

Debtor's form of entity: nonprofit corporation

Debtor's State of Organization: Tennessee

Chief Executive Offices: 121 Leinart Street Clinton, Tennessee 37716

Principal Places of Business in other States: NA

Other Location(s) of Collateral: NA



# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Mary Ward Bradley Arant Boult Cummings LP 1600 Division Street, Suite 700 Nashville, TN 37203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME Curae Health, Inc.			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	1c. MAILING ADDRESS 121 Leinhardt Street	CITY Clinton	STATE TN	POSTAL CODE 37716
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME SERVISFIRST BANK,			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
	3c. MAILING ADDRESS 1801 West End Avenue, Suite 110	CITY Nashville	STATE TN	POSTAL CODE 37203
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

Debtor hereby grants Security Party a security interest in all Debtor's assets and personal property, which are related to the hospitals owned and operated by Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc., but specifically excluding Debtor's ownership interest in NW Alabama Real Estate, LLC ("NWARE") and any assets owned by NWARE or related to such assets, whether presently existing or hereafter acquired or arising and wherever located, including without limitation, Gross Revenues (as defined in the Loan Agreement), all accounts, chattel paper, deposit accounts, documents, electronic chattel paper, equipment, fixtures, general intangibles, goods, health-care-insurance receivables, instruments, inventory, investment property, letter-of-credit rights, payment intangibles, promissory notes, software, any commercial tort claims hereafter identified by Debtor in any authenticated record delivered to Secured Party and all supporting obligations, products and proceeds of any of the foregoing.

Maximum principal indebtedness for Tennessee recording tax purposes is \$<sup>0</sup>

5. Check only if applicable and check only one box: Collateral is ☐ held in Trust (see UCC1Ad, Item 17 and instructions)  
☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensors

8. OPTIONAL FILER REFERENCE DATA:

NOTE: All information on this form is public record.

UCC FINANCING STATEMENT (TN FORM UCC1) (REV. 12/1/2016)

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**PARCEL 1**

Tract I: A part of the Southeast Quarter of Section 9, Township 9 South, Range 7 West, more particularly described as:

Beginning at a point that is 417.6 feet North and 20.0 feet West of the intersection of the East line of said Section 9 with the North line of Mississippi Highway No. 6; said point of beginning being on the North line of a lot owned now by Coleman Fowler; running thence West for a distance of 900.0 feet; thence North for a distance of 623 feet to an iron stake; thence East for a distance of 880.0 feet to a point that is 40.0 feet West of the East line of said Section 9; running thence South along the West line of a proposed road for a distance of 21.4 feet; thence in a Southerly direction along the West line of said proposed road around a curve to the left with a radius of 2904.79 feet for a distance of 304.18 feet; thence in a Southerly direction along the West line of said proposed road around a curve to the right with a radius of 2824.79 feet for a distance of 295.81 feet to the point of beginning; and being the same property conveyed to South Panola County Hospital District by deed in Book N-3 at Page 159.

Tract II:

A part of the Northeast Quarter of Section 15, Township 9 South, Range 7 West, in the Second Judicial District of Panola County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said Section 15; running thence south for a distance of 935.16 feet; thence West for a distance of 4.76 feet to an iron pin on an existing property line fence and the point of beginning; running thence South 00°16'29" West along said property line fence for a distance of 992.26 feet to an iron pin; thence West for a distance of 1284.05 feet to an iron pin on the Easterly right of way line of a proposed road; thence along the Easterly right of way line of said proposed road as follows: North 06°47'54" East for a distance of 297.43 feet to an iron pin; thence in a Northeasterly direction around a curve to the right having a delta angle of 37°11'28" a radius of 550.00 feet for a distance of 357.01 feet to an iron pin; thence North 43°59'22" East for a distance of 236.11 feet to an iron pin; thence in a Northeasterly direction around a curve to the right having a delta angle of 45°08'57" a radius of 665.00 feet for a distance of 524.02 feet to an iron pin; thence North 89°08'17" East for a distance of 470.79 feet to the point of beginning, and being the same property conveyed to South Panola County Hospital District by Deed in Book B-9 at Page 304.

**FOR INFORMATION ONLY**

**PARCEL 1**

Tract I: 155 Keating Road, Batesville, MS (Tri Lakes Behavioral Health Center)  
Tax ID 3182P0005300 40002600, PPIN 8172

TRACT II: 303 MEDICAL CENTER DRIVE, BATESVILLE, MS (TRI LAKES MEDICAL  
CENTER) TAX ID 3185 0005900 0000101, PPIN 8173  
311 MEDICAL CENTER DRIVE, BATESVILLE, MS  
TAX ID 3185 0005900 0000113, PPIN 8174



## GUARANTY

THIS GUARANTY ("**Guaranty**"), dated as of March 6, 2018, is made and entered into upon the terms hereinafter set forth by the undersigned (collectively referred to herein as the "**Guarantor**"), in favor of SERVISFIRST BANK, an Alabama state banking corporation (the "**Lender**").

### **RECITALS:**

A. The Lender has agreed to extend certain credit to Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc. and Clarksdale Regional Medical Center, Inc. (collectively the "**Borrowers**"), as evidenced by the following: (i) that certain Loan Agreement dated May 1, 2017 by and among Borrowers, Curae Health, Inc., and Lender (as such may be amended and/or restated from time to time, the "**Loan Agreement**"; capitalized terms not otherwise defined herein shall have such meaning as set forth in the Loan Agreement); (ii) the Notes; and (iii) the other Loan Documents. Any and all Obligations (as defined therein) evidenced by the Loan Agreement, the Notes and/or the other Loan Documents (including without limitation any Swap Obligation) are collectively referred to herein as the "**Indebtedness**."

B. Guarantor desires to execute and deliver this Guaranty for the benefit of the Lender in accordance with the Loan Agreement, which is to the direct interest, advantage and benefit of Guarantor.

### **AGREEMENTS:**

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Guarantor, and to induce the Lender to enter into the Loan Agreement, Guarantor hereby agrees as follows:

1. Guarantor hereby guarantees to Lender, the full and prompt payment and performance of the Indebtedness, principal and any and all interest accrued or to accrue thereon (including any Swap Obligations) (the aforesaid indebtedness and other obligations related thereto are sometimes herein collectively referred to as the "**Guaranteed Obligations**"). Guarantor hereby agrees that if the Guaranteed Obligations are not timely paid or performed, as the case may be, in accordance with the terms thereof, Guarantor immediately will pay or perform such Guaranteed Obligations. If for any reason any payment or obligation in respect of the Guaranteed Obligations shall be determined at any time to be a voidable preference or otherwise shall be set aside or required to be returned or repaid, this Guaranty nevertheless shall remain in full force and effect and shall be fully enforceable against Guarantor for the payment or obligation set aside, returned or repaid, as well as any other Guaranteed Obligations still outstanding, notwithstanding the fact that this Guaranty may have been canceled, released and returned to Guarantor by Lender.

2. In addition to the obligations of Guarantor to the Lender pursuant to Paragraph 1 hereof, Guarantor further agrees to pay any and all expenses (including attorney's fees) reasonably incurred by Lender in endeavoring to collect or enforce the obligations of Guarantor under this Guaranty.

3. Guarantor hereby waives notice of any breach or default by Borrowers, and hereby further waives presentment, demand, notice of dishonor and protest with respect to any instrument now or hereafter evidencing any of the Guaranteed Obligations.

4. Any act of Lender consisting of a waiver of any of the terms, covenants or conditions of the Guaranteed Obligations, or the giving of any consent to any matter or thing relating to the Guaranteed

Obligations, or the granting of any indulgences or extensions of time to Borrowers, may be done without notice to Guarantors and without releasing the obligations of Guarantor hereunder.

5. The obligations of Guarantor hereunder shall not be released or impaired by (a) Lender's receipt, application or release of any security at any time given for the payment, performance or observance of any of the Guaranteed Obligations, or (b) the release of, or the modification of the obligations of, any other endorser, surety or guarantor of any of the Guaranteed Obligations. Similarly, the obligations of Guarantor hereunder shall not be released or impaired by any amendment to or modification of any of the terms of the Guaranteed Obligations made by Lender and Borrowers, but in the case of any such amendment or modification, the liability of Guarantor shall be deemed modified in accordance with the terms of any such amendment or modification.

6. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of any Borrower in any creditors', receivership, bankruptcy or other proceedings, (b) the impairment, limitation or modification of the liability of any Borrower in bankruptcy, or of any remedy for the enforcement of any of the Guaranteed Obligations resulting from the operation of any present or future provision of the Federal bankruptcy law or any other statute or the decision of any court, (c) the rejection or disaffirmance of any instrument, document or agreement evidencing any of the Guaranteed Obligations in any such proceedings, (d) the assignment or transfer of any of the Guaranteed Obligations by the Lender, (e) the dissolution or any other defense of any Borrower, or (f) the cessation from any cause whatsoever of the liability of any Borrower with respect to the Guaranteed Obligations.

7. Until all of the Guaranteed Obligations have been fully paid and performed, as the case may be, any liability or indebtedness of any Borrower now or hereafter held by Guarantor is and shall be subject and subordinate to the obligations of Borrowers to the Lender under the Guaranteed Obligations.

8. Until such time as the Guaranteed Obligations have been satisfied in full, Guarantor hereby waives any claim, right or remedy that Guarantor may now have or hereafter acquire against Borrowers that arises hereunder or from performance by Guarantor hereunder, including any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, indemnification or participation in any claim, right or remedy of Lender against Borrowers or any collateral now or hereafter securing the Guaranteed Obligations, regardless of whether such claim, right or remedy arises under contract, by statute, under common law, in equity or otherwise.

9. This is a guaranty of payment and performance and not of collection. The liability of Guarantor hereunder shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Borrowers or any other person, nor against any collateral available to Lender. Guarantor hereby waives any right to require that an action be brought against Borrowers or any other person or to require that resort be had to any collateral in favor of Lender prior to discharging its obligations hereunder. To the extent applicable, Guarantor further waives any right of Guarantor to require that an action be brought against Borrowers under the provisions of any applicable law.

10. Guarantor hereby consents and agrees that all payments and credits received from Borrowers or Guarantor or realized from any collateral may be applied by Lender to the Guaranteed Obligations in the following order: (i) costs, charges and expenses, (ii) accrued and unpaid interest and (iii) principal.

11. This Guaranty is assignable by Lender, and any assignment of the Guaranteed Obligations or any portion thereof by Lender shall operate to vest in the assignee the rights and powers of Lender hereunder to the extent of such assignment. This Guaranty shall be binding upon Guarantor and

Guarantor's heirs, representatives, and assigns, and shall inure to the benefit of Lender and Lender's successors, successors-in-title and assigns.

12. This Guaranty shall be construed in accordance with and governed by the laws of the State of Tennessee applicable to contracts to be performed within said state.

13. No amendment or modification hereof shall be effective unless evidenced by a writing signed by Guarantor and Lender. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

14. Guarantor hereby waives notice of acceptance of this Guaranty by Lender.

15. Any reference herein to any instrument, document or agreement, by whatever terminology used, shall be deemed to include any and all amendments, modifications, supplements, extensions, renewals, substitutions or replacements thereof as the context may require. When used herein, (a) the singular shall include the plural, and vice versa, and the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate, (b) "include", "includes" and "including" shall be deemed to be followed by "without limitation" regardless of whether such words or words of like import in fact follow same, and (c) unless the context clearly indicates otherwise, the disjunctive "or" shall include the conjunctive "and".

[signatures begin on following page]

The undersigned Guarantor have executed this Guaranty as of the date first above written.

**GUARANTOR:**

AMORY REGIONAL PHYSICIANS, LLC  
BATESVILLE REGIONAL PHYSICIANS, LLC  
CLARKSDALE REGIONAL PHYSICIANS, LLC

By:   
Steve Clapp, President

[Curae – Signature Page to New Guaranty]

## GUARANTOR SECURITY AGREEMENT

THIS GUARANTOR SECURITY AGREEMENT (this "**Agreement**"), dated March 6, 2018, is made and entered into by AMORY REGIONAL PHYSICIANS, LLC, BATESVILLE REGIONAL PHYSICIANS, LLC, and CLARKSDALE REGIONAL PHYSICIANS, LLC, each a Tennessee limited liability company (collectively, the "**Debtor**"), in favor of SERVISFIRST BANK, an Alabama state banking corporation with offices at 1801 West End Avenue, Suite 850, Nashville, Tennessee 37203 ("**Lender**").

1. **Security Interest and Indebtedness.** The Debtor hereby grants Lender a security interest in all Debtor's assets and personal property, whether presently existing or hereafter acquired or arising and wherever located, including without limitation, Gross Revenues (as defined in the Loan Agreement), all accounts, chattel paper, deposit accounts, documents, electronic chattel paper, equipment, fixtures, general intangibles, goods, health-care-insurance receivables, instruments, inventory, investment property, letter-of-credit rights, payment intangibles, promissory notes, software, any commercial tort claims hereafter identified by Debtor in any authenticated record delivered to Lender and all supporting obligations, products and proceeds of any of the foregoing (collectively, the "**Collateral**"), to secure prompt and full performance and payment of (a) all obligations, liabilities and indebtedness evidenced by that certain Guaranty of even date herewith executed by Debtor in favor of Lender (as such may be amended and/or restated from time to time, the "**Guaranty**"), whereby Debtor guarantees payment of certain obligations of Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc. and Clarksdale Regional Medical Center, Inc. (collectively the "**Borrowers**"), including but not limited to, the Obligations as defined and described that certain Loan Agreement of even date herewith by and among Borrowers, Curae Health, Inc. ("**Parent Guarantor**") and Lender (as such may be amended and/or restated from time to time, the "**Loan Agreement**"; capitalized terms not otherwise defined herein shall have such meaning as set forth in the Loan Agreement); (b) all amounts that Lender may now or hereafter pay or advance at any time for taxes, levies, insurance, repairs, maintenance or other protection with respect to the Collateral; and (c) all costs and expenses that Lender may incur in enforcing or protecting its rights with respect to the Collateral or the indebtedness secured by the Collateral, including attorneys' fees (all of the foregoing, collectively, the "**Indebtedness**").

2. **Representations and Warranties.** Debtor hereby represents and warrants to Lender that (a) Exhibit A correctly identifies Debtor's legal name, type of organization, state of organization, and chief executive offices and principal place(s) of business, and the location of the collateral; (b) Debtor is the sole, true and lawful owner of the Collateral, and have the right to grant a security interest in the Collateral; (c) there are no advances, claims, liens, security interests or encumbrances against the Collateral except in favor of Lender or any liens in favor of MidCap Funding IV Trust (the "**Revolving Credit Agent**"), as successor-by-assignment to MidCap Financial Trust, that are governed by and subject to that certain Intercreditor and Lien Subordination Agreement, dated as of December 13, 2017 (the "**Intercreditor Agreement**") among the Revolving Credit Agent, the Borrowers, Parent Guarantor and Lender; (d) Debtor is legally formed and validly existing, and the execution and performance of this Agreement has been authorized by all necessary corporate action; and (e) the Indebtedness is incurred only for, and the Collateral is to be used only for, commercial purposes and not for personal, family or household purposes.

3. **Covenants.** Until the Indebtedness has been paid in full, Debtor shall (a) keep the Collateral free from any other lien, security interest or encumbrance, maintain the Collateral in good order and repair, use the Collateral in accordance with all laws, regulations and orders, safeguard and protect all Collateral, and not sell, lease, license, transfer, or dispose of any of the Collateral (except in the ordinary course of business or as otherwise permitted in the Loan Agreement); (b) promptly advise Lender of any event or circumstance materially affecting the Collateral; (c) pay when due all taxes and similar obligations that might result in a lien on the Collateral if not paid; and (d) execute additional

documents and take such other actions (at its expense) as Lender may reasonably request from time to time to implement or evidence the terms of this Agreement.

**4. Perfection and Protection of Collateral.** Debtor hereby authorize Lender to file any financing statements describing the Collateral in all applicable filing offices. Debtor shall execute, obtain, deliver and (if applicable) file or record all financing statements, consents, notices, control agreements, landlords' waivers, acknowledgments and other documents, and take all other actions, that Lender may deem necessary or advisable to perfect or protect Lender's security interest in the Collateral against the interests of third parties. Debtor shall mark all chattel paper with a conspicuous legend stating that the chattel paper has been assigned to Lender. Debtor agrees to pay, on demand, all costs, taxes and fees payable in connection with any such filings; recordings, notices or other actions. Debtor shall give Lender at least thirty (30) days prior written notice before changing Debtor's name or structure or the location of a chief executive offices, principal place of business, or state of organization, or moving any Collateral from the locations listed on Exhibit A, and in each case shall (at Debtor's expense) promptly take all steps necessary or advisable to preserve continuously the perfection and priority of Lender's security interests in the Collateral.

**5. Records; Inspection.** Upon Lender's request, Debtor will deliver to Lender copies of financial statements and such other reports and information as to Collateral as Lender may request. Debtor shall maintain adequate books and records pertaining to the Collateral and shall permit Lender (during regular business hours) to visit and inspect any of the Collateral and to examine Debtor's books of record and accounts with respect to the Collateral and the Indebtedness, at Debtor's expense (and all Lender's costs and expenses in connection therewith will be part of the Indebtedness); provided if there is no continuing Event of Default, Lender shall be limited to two (2) site visits per calendar year and such shall be at Lender's expense.

**6. Insurance.** Debtor shall maintain insurance satisfactory to Lender, insuring all of the Collateral against loss from fire, flood, theft, and any other risks required by Lender, and shall provide Lender with satisfactory evidence of such insurance and the timely renewal thereof. All liability insurance policies shall name Lender as an additional insured, and all casualty insurance policies shall contain a lender's or mortgagee's loss payable provision acceptable to Lender. If Debtor fails to furnish or maintain such insurance, Lender may pay premiums or obtain insurance of its interest only, and any amounts paid by Lender will become part of the Indebtedness.

**7. Events of Default.** Any of the following events or conditions will be an "Event of Default" hereunder: (a) an Event of Default, as defined therein, shall occur under the Loan Agreement; or (b) Debtor breaches any covenant or promise made in this Agreement; or (c) any representations made herein were untrue or misleading when made; or (d) any termination statements or correction statements are filed with respect to Lender's financing statements.

**8. Remedies.** Upon any Event of Default, and at any time thereafter, at Lender's option, the Indebtedness shall become immediately due and payable (with interest thereon from the date of demand at the Default Rate) without presentment or demand or any notice to Debtor or any other person obligated thereon, and Lender shall be entitled to exercise any or all of the rights and remedies available at law or in equity, including the rights and remedies of a secured party under the Uniform Commercial Code as in effect from time to time in the State of Tennessee (the "UCC"). These remedies include the right and power to take possession of the Collateral, wherever it may be found, and the right and power to sell, at public or private sale or sales, or otherwise collect, enforce, dispose of or use all or any portion of the Collateral in any manner authorized or permitted under the UCC, in such order or manner as Lender may elect in its sole discretion. Lender shall not be required to prepare or process Collateral before disposition, or to make any warranties of title or otherwise to any person acquiring any of the Collateral. Upon Lender's demand, Debtor agrees to assemble the Collateral at its usual place of

business, or at such other location as Lender may reasonably designate, and make it available to Lender. To the extent that notice of sale is required by applicable law, Debtor agrees that notice given as provided herein, at least ten (10) days before the date of the proposed public sale or disposition or the date after which a private sale may be made shall be deemed reasonable and shall fully satisfy any requirement of giving of notice. Lender may, at its option, dispose of Collateral on credit terms, and, in such event, shall credit the Debtor only with the amounts of cash proceeds actually received by from time to time thereafter by Lender and applied to the Indebtedness.

**9. General Authority.** Lender shall be under no obligation or duty to exercise any of the powers hereby conferred upon Lender; and shall have no liability for any act or failure to act in connection with any of the Collateral (including any diminution in the value of the Collateral from any cause whatsoever). Lender shall be under no duty to collect any amount that may be or become due on any of the Collateral, to redeem or realize on Collateral, to make any presentments, demands or notices of protest in connection with any of the Collateral, to take any steps necessary to preserve rights in any instrument, contract or lease against third parties or to preserve rights against prior parties, to remove any liens or to do anything for the enforcement, collection or protection of Collateral, except to the extent, if any, that the UCC requires Lender to use reasonable care with respect to Collateral while in its possession.

**10. Waivers.** Except as expressly provided herein, and to the fullest extent permitted by law, Debtor hereby waives (a) presentment, demand and protest and notice of presentment, protest, default, non payment, maturity, release, compromise, settlement, extension or renewal of any or all accounts, contract rights, documents, instruments, general intangibles, chattel paper and guaranties at any time held by Lender on which Debtor may in any way be liable and hereby ratifies and confirms whatever Lender may do in this regard; (b) notice prior to taking possession or control of the Collateral or any bond or security that might be required by any court before allowing Lender to exercise any of Lender's remedies, and any right to require Lender to prepare the Collateral for sale; (c) any marshalling of assets, or any right to compel Lender to resort first or in any particular order to any other collateral or other persons before enforcing its rights as to the Collateral or pursuing Debtor for payment of the Indebtedness; (d) the benefit of all valuation, appraisal and exemption laws; and (e) any claims and defenses based on principles of suretyship or impairment of collateral.

**11. General Provisions.**

(a) **Notices.** All communications concerning this Agreement shall be provided as set forth in the Loan Agreement; *provided* that the address for notices for each Debtor shall be as follows: 1721 Midpark Road, Suite B200, Knoxville, TN 37921, Attention: President.

(b) **Successors and Assigns.** Debtor shall not assign its rights or delegate its duties under this Agreement. Debtor's covenants and agreements herein shall bind each of the Debtor's successors and assigns, and those who become bound to this Agreement, and shall inure to the benefit of Lender and its successors and assigns. Lender may assign the Indebtedness to one or more assignees on such terms and conditions as Lender shall deem advisable. As to any such assignee, Debtor waives and will not assert any claims, setoffs, recoupments, or defenses that any of Debtor may have against Lender.

(c) **Amendments and Waivers.** This Agreement may not be modified or amended except in writing signed by the Debtor and Lender, and none of its provisions may be waived except in writing signed by Lender. No waivers shall be implied, whether from any custom or course of dealing or any delay or failure in Lender's exercise of its rights and remedies hereunder or otherwise. Any waiver granted by Lender shall not obligate Lender to grant any further, similar, or other waivers.

(d) Remedies. All remedies provided to Lender herein are cumulative, in addition to all other remedies available to Lender under this Agreement or any other agreement, at law or in equity or otherwise, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

(e) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee (without regard to its rules on conflicts of laws).

(f) Usury. The parties intend that the interest charged, paid or collected hereunder or on the Indebtedness shall not in any event exceed the maximum permissible rate under applicable law. Any excess interest will be applied to reduce the principal amount of the Indebtedness or repaid to the Debtor.

(g) Defined Terms; UCC Terms. In addition to other words and terms defined in this Agreement (including the Exhibits), the following terms have the following meanings herein, unless the context expressly requires otherwise. The term “**business day**” means any day other than a Saturday, Sunday or day on which commercial banks are authorized to close under the laws of the State of Tennessee. The term “**person**” means any individual, corporation, partnership, joint venture, association, limited liability company, joint stock company, trust, unincorporated organization, government, or any agency or political subdivision thereof, or any other form of entity. The terms “includes” and “including” and words of similar import are inclusive and not exclusive terms, and are not intended to create any limitation. All defined terms apply to both singular and plural forms, and all references to any gender include all other genders. Terms used in this Agreement that are defined in Article 9 of the UCC (as in effect on the date hereof) shall have the same meanings herein, except as otherwise expressly provided or amplified (but not limited) herein. If Debtor is a partnership or an unincorporated association of more than one person, the term “**Debtor**” refers to each partner and/or each such person, jointly, severally and individually. All defined terms and references as to any agreements, notes, instruments, certificates or other documents shall be deemed to refer to such documents as they may from time to time be amended, modified, renewed, extended, replaced, restated, supplemented or substituted. Unless otherwise provided, all references to statutes and related regulations shall include any amendments thereof and any successor statutes and regulations.

(h) Captions; Exhibits; Severability. The captions in this Agreement are for convenience only, and in no way limit or amplify the provisions hereof. All Exhibits and Schedules attached hereto are by reference made a part hereof, and this Agreement governs in case of any conflict. This Agreement is severable, and the invalidity of any provision shall not affect any other provision hereof.

(i) Entire Agreement. This Agreement represents the entire agreement between Lender and Debtor with respect to the subject matter hereof, superseding any and all other agreements, promises or representations.

(j) Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest of Lender pursuant to this Agreement and the exercise of any right or remedy by Lender hereunder are subject to the provisions of that certain Intercreditor and Lien Subordination Agreement dated as of December 13, 2017, among MidCap Financial Trust, as Revolving Credit Agent (as defined therein), ServisFirst Bank, as Term Loan Lender (as defined therein), and certain other parties party thereto. In the event of any conflict between the terms of such Intercreditor and Lien Subordination Agreement and this Agreement, the terms of the Intercreditor and Lien Subordination Agreement shall govern and control.

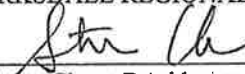
[signatures continued on next page]



ENTERED INTO as of the date first written above.

**DEBTOR:**

AMORY REGIONAL PHYSICIANS, LLC  
BATESVILLE REGIONAL PHYSICIANS, LLC  
CLARKSDALE REGIONAL PHYSICIANS, LLC

By:   
Steve Clapp, President

[Curae – Signature Page to New Guarantor Security Agreement]

- 5 -

**EXHIBIT A**

**DEBTOR AND COLLATERAL INFORMATION**

1. Debtor's Legal Name: Amory Regional Physicians, LLC  
Debtor's form of entity: limited liability company  
Debtor's State of Organization: Tennessee  
Chief Executive Offices: 1721 Midpark Road, Suite B200, Knoxville, TN 37921  
Principal Places of Business in other States: NA  
Other Location(s) of Collateral: NA
2. Debtor's Legal Name: Batesville Regional Physicians, LLC  
Debtor's form of entity: limited liability company  
Debtor's State of Organization: Tennessee  
Chief Executive Offices: 1721 Midpark Road, Suite B200, Knoxville, TN 37921  
Principal Places of Business in other States: NA  
Other Location(s) of Collateral: NA
3. Debtor's Legal Name: Clarksdale Regional Physicians, LLC  
Debtor's form of entity: limited liability company  
Debtor's State of Organization: Tennessee  
Chief Executive Offices: 1721 Midpark Road, Suite B200, Knoxville, TN 37921  
Principal Places of Business in other States: NA  
Other Location(s) of Collateral: NA



428358989

**FINANCING STATEMENT**

This is a representation of a document created electronically at the Tennessee Secretary of State's web site.

A. NAME & PHONE OF CONTACT AT FILER (Optional) (615) 252-3552
B. EMAIL OF CONTACT AT FILER (Optional) mward@bradley.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) MARY WARD STE 700 1600 DIVISION ST NASHVILLE, TN 37203-2771

Financing Statement Doc #: 428358989

FILED: 3/8/2018 2:39 PM

Tre Hargett, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**DEBTORS**

1. DEBTOR'S NAME				
OR	a. ORGANIZATION'S NAME AMORY REGIONAL PHYSICIANS, LLC			
	b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
c. MAILING ADDRESS STE B200, 1721 MIDPARK RD				
d. CITY	STATE	POSTAL CODE	COUNTRY	
KNOXVILLE	TN	37921-5977	USA	

**SECURED PARTIES**

1. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY)				
OR	a. ORGANIZATION'S NAME SERVISFIRST BANK			
	b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
c. MAILING ADDRESS STE 850, 1801 WEST END AVE				
d. CITY	STATE	POSTAL CODE	COUNTRY	
NASHVILLE	TN	37203-2591	USA	

COLLATERAL: This financing statement covers the following collateral:

All Assets.

Maximum principal indebtedness for Tennessee recording tax purposes is:

\$0.00

Check only if applicable and check only one box: Collateral is ☐ held in a Trust  
☐ being administered by a Decedent's Personal RepresentativeCheck only if applicable and check only one box:  
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC FilingALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

OPTIONAL FILER REFERENCE DATA:

NOTE: All information on this form is public record.



428359139

**FINANCING STATEMENT**

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A. NAME & PHONE OF CONTACT AT FILER (Optional) (615) 252-3552
B. EMAIL OF CONTACT AT FILER (Optional) mward@bradley.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) MARY WARD STE 700 1600 DIVISION ST NASHVILLE, TN 37203-2771

Financing Statement Doc #: 428359139

FILED: 3/8/2018 2:47 PM

Tre Hargett, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**DEBTORS**

1. DEBTOR'S NAME			
OR	a. ORGANIZATION'S NAME BATESVILLE REGIONAL PHYSICIANS, LLC		
	b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S) SUFFIX
c. MAILING ADDRESS STE B200, 1721 MIDPARK RD			
d. CITY KNOXVILLE	STATE TN	POSTAL CODE 37921-5977	COUNTRY USA

**SECURED PARTIES**

1. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY)			
OR	a. ORGANIZATION'S NAME SERVISFIRST BANK		
	b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S) SUFFIX
c. MAILING ADDRESS STE 850, 1801 WEST END AVE			
d. CITY NASHVILLE	STATE TN	POSTAL CODE 37203-2591	COUNTRY USA

COLLATERAL: This financing statement covers the following collateral:

All Assets.

Maximum principal indebtedness for Tennessee recording tax purposes is:

\$0.00

Check only if applicable and check only one box: Collateral is ☐ held in a Trust ☐ being administered by a Decedent's Personal RepresentativeCheck only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC FilingALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

OPTIONAL FILER REFERENCE DATA:

NOTE: All information on this form is public record.



428359258

**FINANCING STATEMENT**

This is a representation of a document created electronically at the Tennessee Secretary of State's web site.

A. NAME & PHONE OF CONTACT AT FILER (Optional) (615) 252-3552
B. EMAIL OF CONTACT AT FILER (Optional) mward@bradley.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) MARY WARD STE 700 1600 DIVISION ST NASHVILLE, TN 37203-2771

Financing Statement Doc #: 428359258

FILED: 3/8/2018 2:52 PM

Tre Hargett, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**DEBTORS**

1. DEBTOR'S NAME				
OR	a. ORGANIZATION'S NAME CLARKSDALE REGIONAL PHYSICIANS, LLC			
	b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
c. MAILING ADDRESS STE B200, 1721 MIDPARK RD				
d. CITY	STATE	POSTAL CODE	COUNTRY	
KNOXVILLE	TN	37921-5977	USA	

**SECURED PARTIES**

1. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY)				
OR	a. ORGANIZATION'S NAME SERVISFIRST BANK			
	b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
c. MAILING ADDRESS STE 850, 1801 WEST END AVE				
d. CITY	STATE	POSTAL CODE	COUNTRY	
NASHVILLE	TN	37203-2591	USA	

COLLATERAL: This financing statement covers the following collateral:

All Assets.

Maximum principal indebtedness for Tennessee recording tax purposes is: \$0.00

Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is		<input type="checkbox"/> held in a Trust		
		<input type="checkbox"/> being administered by a Decedent's Personal Representative		
Check <u>only</u> if applicable and check <u>only</u> one box:			Check <u>only</u> if applicable and check <u>only</u> one box:	
<input type="checkbox"/> Public-Finance Transaction	<input type="checkbox"/> Manufactured-Home Transaction	<input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien	<input type="checkbox"/> Non-UCC Filing
ALTERNATIVE DESIGNATION (if applicable):				
<input type="checkbox"/> Lessee/Lessor	<input type="checkbox"/> Consignee/Consignor	<input type="checkbox"/> Seller/Buyer	<input type="checkbox"/> Bailee/Bailor	<input type="checkbox"/> Licensee/Licensor
OPTIONAL FILER REFERENCE DATA:				

NOTE: All information on this form is public record.

# MIDDLE DISTRICT OF TENNESSEE

## Claims Register

[3:18-bk-05665 Curae Health Inc.](#)

**Judge:** Charles M Walker

**Chapter:** 11

**Office:** Nashville

**Last Date to file claims:**

**Trustee:**

**Last Date to file (Govt):**

*Creditor:* (6719082)

**Claim No:** 122

*Status:*

ServisFirst Bank

*Original Filed*

*Filed by:* AT

c/o Neal & Harwell, PLC

*Date:* 11/14/2018

*Entered by:* DAVID G

Attn: David G. Thompson

*Original Entered*

THOMPSON

1201 Demonbreun Street, Suite  
1000

*Date:* 11/14/2018

*Modified:*

Nashville, TN 37203

Amount claimed: \$18773834.20

Secured claimed: \$18773834.20

*History:*

[Details](#) [122-](#) 11/14/2018 Claim #122 filed by ServisFirst Bank, Amount claimed: \$18773834.20  
[1](#) (THOMPSON, DAVID )

*Description:*

*Remarks:*

### Claims Register Summary

**Case Name:** Curae Health Inc.

**Case Number:** 3:18-bk-05665

**Chapter:** 11

**Date Filed:** 08/24/2018

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$18773834.20
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	<b>Claimed</b>	<b>Allowed</b>
<b>Secured</b>	\$18773834.20	
<b>Priority</b>		
<b>Administrative</b>		