

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 3:18-bk-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>CHCT Mississippi, LLC</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)	Where should notices to the creditor be sent? <u>Erno D. Lindner</u> Name <u>633 Chestnut St., Ste. 1900</u> Number Street <u>Chattanooga</u> <u>TN</u> <u>37450</u> City State ZIP Code Contact phone <u>(423) 209-4206</u> Contact email <u>elindner@bakerdonelson.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>CHCT Mississippi, LLC, c/o Erno D. Lindner</u> Name <u>633 Chestnut St., Ste. 1900</u> Number Street <u>Chattanooga</u> <u>TN</u> <u>37450</u> City State ZIP Code Contact phone <u>(423) 209-4206</u> Contact email <u>elindner@bakerdonelson.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? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 38,459.35. Does this amount include interest or other charges?
☐ No
☐ 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.
Leases of property - Guaranteed by Debtor

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
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.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 38,459.35
plus all reasonable attorneys' fees incurred by CHCT and all other amounts coming due under the Leases

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

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 01/18/2019
MM / DD / YYYY

/s/ Erno D. Lindner

Signature

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

Name Erno D. Lindner

First name

Middle name

Last name

Title Attorney for Creditor CHCT Mississippi, LLC

Company

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

Address 633 Chestnut St., Suite 1900

Number Street

Chattanooga

City

TN

State

37450

ZIP Code

Contact phone (423) 209-4206

Email elindner@bakerdonelson.com

EXHIBITS

**Exhibits to Proof of Claim Filed by
CHCT Mississippi, LLC
Debtor: Curae Health, Inc.
Case No.: 3:18-bk-05665**

1. Summary of Amounts Owed
2. Master Lease Agreement dated May 1, 2017 with Batesville Regional Medical Center, Inc. for 205 Medical Center Drive, Batesville, Mississippi
3. Guaranty of Obligations Pursuant to Master Lease Agreement, executed by Debtor Curae Health, Inc., dated May 1, 2017, as to 205 Medical Center Drive, Batesville, Mississippi
4. Master Lease Agreement dated November 1, 2017 with Batesville Regional Medical Center, Inc. for 155 Keating Road, Batesville, Mississippi
5. Guaranty of Obligations Pursuant to Master Lease Agreement, executed by Debtor Curae Health, Inc., dated November 1, 2017, as to 155 Keating Road, Batesville, Mississippi

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Attachment to Proof of Claim
Summary of Amounts Owed
Case No.: 3:18-bk-05665
Debtor: Curae Health, Inc.
Creditor: CHCT Mississippi, LLC

<u>Property</u>	<u>Rent and Late Fees</u>	<u>Re-insurance for GL/Property</u>	<u>Total Owed</u>
205 Medical Center - Batesville	\$3,039.74	\$470.69	\$3,510.43
155 Keating - Batesville	\$32,375.98	\$2,572.94	\$34,948.92
	<u>TOTAL CLAIM</u>		<u>\$38,459.35</u>

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MASTER LEASE
MASTER LEASE
LEASE AGREEMENT

CHCT MISSISSIPPI, LLC,
a Delaware limited liability company,
Lessor
AND
Batesville Regional Medical Center, Inc.
Lessee

205 Medical Center Dr., Batesville, MS

Property

Dated May 1, 2017

LEASE

LEASE (this "Lease") is dated as of May 1, 2017, and is between CHCT MISSISSIPPI, LLC ("Lessor"), a Delaware limited liability company, having its principal office at 3326 Aspen Grove Drive, Suite 150, Franklin, Tennessee 37067 and **Batesville Regional Medical Center, Inc.** ("Lessee"), having its principal office at 1721 Midpark Road, Suite B-200, Knoxville, TN 37921.

ARTICLE 1

LEASED PROPERTY; TERM

Upon and subject to the terms and conditions hereinafter set forth, Lessor leases to Lessee and Lessee rents from Lessor all of Lessor's rights and interest in and to the following real and personal property (collectively, the "Leased Property"):

- (a) the real property described on Exhibit A attached hereto (the "Land");
- (b) all buildings, structures, Fixtures (as hereinafter defined) and other improvements of every kind including, but not limited to, alleyways and connecting tunnels, sidewalks, utility pipes, conduits and lines (on-site and off-site), parking areas and roadways appurtenant to such buildings and structures presently or hereafter situated upon the Land, and Capital Additions financed by Lessor (collectively, the "Leased Improvements");
- (c) all easements, rights and appurtenances relating to the Land and the Leased Improvements
- (d) all Personal Property (as such term is defined in that certain Bill of Sale and Assignment, dated as of the date hereof, from Lessee to Lessor); and
- (e) all permanently affixed equipment, machinery, fixtures, and other items of real and/or personal property, including all components thereof, now and hereafter located in, on or used in connection with, and permanently affixed to or incorporated into the Leased Improvements, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment, and built-in oxygen and vacuum systems, all of which, to the greatest extent permitted by law, are hereby deemed by the parties hereto to constitute real estate, together with all replacements, modifications, alterations and additions thereto, but specifically excluding all items included within the category of Lessee's Personal Property as defined in Article 2 below (collectively the "Fixtures").

The Leased Property specifically includes the property listed on Exhibit C, attached hereto and incorporated herein by this reference.

SUBJECT, HOWEVER, to the matters set forth on Exhibit B attached hereto (the "Permitted Exceptions"); to have and to hold for (a) a fixed term (the "Fixed Term") commencing on the Closing Date as defined in the Purchase and Sale Agreement defined herein (the "Commencement Date") and ending at midnight on the last day of the one hundred and eightieth (180th) month after the Commencement Date. During the Term, Lessee shall have two (2) options of sixty (60) months each (collectively, the "Renewal Option") exercisable upon one hundred eighty (180) days' written notice prior to the expiration of the Term, provided Lessee is not in default at the time of the exercise of the Renewal Option and at the date of the commencement of the Renewal Option beyond any applicable cure periods. The Renewal Option shall be upon the same terms, covenants and conditions of the Lease, including, but not limited to, all the provisions of Article 3.

ARTICLE 2 DEFINITIONS

For all purposes of this Lease, except as otherwise expressly provided or unless the context otherwise requires, (a) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular, (b) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as at the time applicable, (c) all references in this Lease to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Lease, and (d) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision:

ADA: means the Americans with Disabilities Act and its regulations (as interpreted by judicial and administrative decisions).

Additional Charges: As defined in Section 3.2.

Affiliate: When used with respect to any corporation, the term "Affiliate" shall mean any person which, directly or indirectly, controls or is controlled by or is under common control with such corporation. For the purposes of this definition, "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, through the ownership of voting securities, partnership interests or other equity interests. Notwithstanding anything herein to the contrary, Lakeland Community Hospital, Northwest Medical Center and Russellville Hospital shall be an Affiliate of each other for purposes of the terms of this Lease.

Award: means all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation.

Base Rent: As defined in Section 3.1(a).

Base Rent Adjustment: As defined in Section 3.1(b).

Business Day: Each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which national banks in the City of Nashville, Tennessee are authorized, or obligated, by law or executive order, to close.

Code: The Internal Revenue Code of 1986, as amended.

Commencement Date: As defined in Article 1.

Condemnation: means (i) the exercise of any governmental power, whether by legal proceedings or otherwise, by a Condemnor or (ii) a voluntary sale or transfer by Lessor to any Condemnor, either under threat of Condemnation or while legal proceedings for Condemnation are pending.

Condemnor: means any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

CPI: The Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, US City Average, All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (1982-84 = 100), or if such index is not available, a comparable index selected by Lessor which is published by a governmental institution or a nationally recognized publisher of statistical information.

CPI Increase: The amount obtained by multiplying (a) the Base Rent then payable under the Lease, by (b) the percentage increase between the CPI last published prior to the first day of the then applicable Fiscal Year and the CPI last published prior to the first day of the then immediately preceding Fiscal Year. The CPI Increase for each Lease Year shall be calculated on and as of the first day of the then current Fiscal Year. Notwithstanding the above, the CPI Increase for any Lease year will not be less than one and one-half percent (1.5%) nor greater than two and nine tenths percent (2.9%) of the then existing Base Rent.

Credit Enhancements: All security deposits, security interests, letters of credit, pledges, prepaid rent or other sums, deposits or interests held by Lessee, if any, with respect to the Leased Property.

Date of Taking: means the date the Condemnor has the right to possession of the property being condemned.

EBITDA: Earnings before the deduction of interest, taxes, depreciation and amortization all as determined in accordance with GAAP.

EBITDAR: Earnings before the deduction of interest, taxes, depreciation, amortization and rent all as determined in accordance with GAAP.

Economic Termination Purchase Date: As defined in Section 20.1

Encumbrance: As defined in Article 35.

Environmental Laws: mean any law relating to environmental conditions and industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended, the Hazardous Materials Transportation Act, as amended, the Federal Water Pollution Control Act, as amended, the Clean Air Act, as amended, the Clean Water Act, as amended, the Toxic Substances Control Act, as amended, the Safe Drinking Water Act, as amended, the Emergency Protection and Community Right to Know Act, as amended, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, the Oil Pollution Act of 1990, as amended, and all similar federal, state and local environmental statutes, ordinances and the regulations, orders, or decrees now or hereafter promulgated thereunder.

Event of Default: As defined in Section 15.1.

Facility Mortgage: As defined in Section 12.1.

Facility Mortgagee: As defined in Section 12.1.

Financial Covenants: As defined in Section 23(c).

First Refusal to Purchase: As defined in Section 32.1.

Fiscal Year: The twelve (12) month period from January 1 to December 31.

Fixed Term: As defined in Article 1.

Fixtures: As defined in Article 1.

GAAP: Generally accepted accounting principles in the United States as in effect from time to time and applied consistently throughout the periods involved.

Guarantor: Curea Health, Inc.

Guaranty: That certain Guaranty Agreement to be dated on or about May 1, 2017 executed and delivered by Guarantor to Lessor, pursuant to the terms of which Guarantor has unconditionally and irrevocably guaranteed the full, faithful and complete performance of each of Lessee's obligations under this Lease and each of the obligations of Lessee, Guarantor or any Affiliate of Lessee or Guarantor to Lessor.

Impositions: Collectively, all taxes (including, without limitation, all capital stock and franchise taxes of Lessor, all ad valorem, sales and use, single business, gross receipts, transaction privilege, rent or similar taxes), assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Term), ground rents, water, sewer or other rents and charges, excises, tax levies, fees (including, without limitation, license, permit, inspection, authorization and similar fees), and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every

character in respect of the Leased Property and/or the Rent (including all interest and penalties thereon due to any failure in payment by Lessee), which at any time prior to, during or in respect of the Term hereof may be assessed or imposed on or in respect of or be a lien upon (a) Lessor or Lessor's interest in the Leased Property, (b) the Leased Property or any part thereof or any rent therefrom or any estate, right, title or interest therein, or (c) any occupancy, operation, use or possession of, sales from, or activity conducted on, or in connection with, the Leased Property or the leasing or use of the Leased Property or any part thereof; provided, however, nothing contained in this Lease shall be construed to require Lessee to pay (1) any tax based on net income (whether denominated as a franchise or capital stock or other tax) imposed on Lessor, or (2) any transfer or net revenue tax of Lessor, or (3) any tax imposed with respect to the sale, exchange or other disposition by Lessor of any portion of the Leased Property or the proceeds thereof, or (4) except as expressly provided elsewhere in this Lease, any principal or interest on any Encumbrance on the Leased Property, except to the extent that any tax, assessment, tax levy or charge which Lessee is obligated to pay pursuant to the first sentence of this definition and which is in effect at any time during the Term hereof is totally or partially repealed, and a tax, assessment, tax levy or charge set forth in clause (1) or (2) is levied, assessed or imposed expressly in lieu thereof.

Insurance Requirements. All terms of any insurance policy required by this Lease and all requirements of the issuer of any such policy.

Land: As defined in Article 1.

Lease: As defined in the Preamble.

Lease Year: A twelve (12) month period commencing on the Commencement Date, or on each anniversary date thereof, as the case may be.

Leased Improvements; Leased Property: Each as defined in Article 1.

Leased Properties: All properties leased by Lessor or Affiliates to Lessee or Affiliates.

Legal Requirements: All federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions affecting either the Leased Property or the construction, use or alteration thereof, whether now or hereafter enacted and in force, including, without limitation, Environmental Laws, ADA, or health and safety, and including any which may (a) require repairs, modification, or alterations in or to the Leased Property, or (b) in any way adversely affect the use and enjoyment thereof, and all permits, licenses, authorizations and regulations relating thereto, and all covenants, agreements, declarations, restrictions and encumbrances contained in any instruments, either of record or known to Lessee (other than Encumbrances and other encumbrances created by Lessor without the consent of Lessee), at any time in force affecting the Leased Property, including, but not limited to, condominium declarations, owners association by-laws, rules and regulations.

Lessee: Amory Regional Medical Center, Inc., and its successors and permitted assigns.

Lessee's Personal Property: All machinery, equipment, furniture, furnishings, movable walls or partitions, computers, trade fixtures or other personal property, and consumable inventory and supplies, used or useful in Lessee's business on the Leased Property, including without limitation, all items of furniture, furnishings, equipment, supplies and inventory, except items, if any, included within the definition of Fixtures.

Lessor: CHCT Mississippi, LLC, a Delaware limited liability company and its successors and assigns.

Officer's Certificate: A certificate of Lessee signed by the representative(s) authorized to so sign by the governing body of Lessee, or any other person whose power and authority to act has been properly authorized.

Option Purchase Price: As defined in Section 32.2.

Overdue Rate: On any date, a rate per annum equal to Six Percent (6%) above the Prime Rate, but in no event greater than the maximum rate then permitted under applicable law.

Payment Date: Any due date for the payment of the installments of Base Rent or any other sums payable under this Lease.

Primary Intended Use: As defined in Section 7.2(b).

Prime Rate: The annual rate announced by Bank of America, N.A. to be its prime rate for 90-day unsecured loans to its United States corporate borrowers of the highest credit standing, as in effect from time to time.

Purchase and Sale Agreement: The agreement as amended dated on or about April 20, 2017 among Lessee (or an Affiliate) and Lessor, relating to the acquisition by Lessor from Lessee (or an Affiliate) of the Leased Property and the leasing of such property by Lessor to Lessee.

Rent: Collectively, the Base Rent, as adjusted, and the Additional Charges.

Security Agreement: That certain Security Agreement to be dated on or about May 1, 2017 executed by Lessee to Lessor, pursuant to the terms of which Lessee has granted to Lessor a first lien and security interest in and to all of Lessee's Personal Property, including but not limited to, fixed and movable equipment, including replacements and substitutions, as security for the obligations of Lessee under this Lease and any and all other obligations of Lessee or any Affiliate of Lessee.

Taking: A taking or voluntary conveyance during the Term hereof of all or part of the Leased Property, or any interest therein or right accruing thereto or use thereof, as the result of, or in settlement of any Condemnation or other eminent domain proceeding affecting the Leased Property whether or not the same shall have actually been commenced.

Term: The Fixed Term unless earlier terminated pursuant to the provisions hereof.

Unavoidable Delays: Delays due to strikes, lockouts, inability to procure materials, power failure, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the control of the party responsible for performing an obligation hereunder, provided that lack of funds shall not be deemed a cause beyond the control of either party hereto unless such lack of funds is caused by the failure of the other party hereto, or Guarantor, to perform any obligations of such party, under this Lease or any guaranty of this Lease, including any obligation to provide financing undertaken by Lessor pursuant to Article 10 below.

Unsuitable for Its Primary Intended Use: As used anywhere in this Lease, the term "Unsuitable for its Primary Intended Use" shall mean that, by reason of damage or destruction, or a partial Taking by Condemnation, in the good faith judgment of Lessee, reasonably exercised, the Leased Property cannot be operated on a commercially practicable basis for its Primary Intended Use.

ARTICLE 3

RENT

3.1 Base Rent and Base Rent Adjustment. During the Term, Lessee shall pay to Lessor, in advance and without notice, demand, set off or counterclaim, in lawful money of the United States of America, at Lessor's address set forth herein or at such other place or to such other person, firm or entity as Lessor may designate from time to time in writing, the Rent as provided in this Lease. Lessor has the sole discretion to determine the method of payment of Rent, and will initially require that such payments be forwarded to Lessor utilizing the Automated Clearing House ("ACH") Network. Lessee shall take all necessary steps and bear any and all costs associated with utilizing ACH to timely deliver payments of Rent to Lessor. All payments of Rent made through the ACH be payments of Rent and, as such, are subject to all terms and conditions of this Lease, including, but not limited to, the default provisions. Base Rent (as defined below) and each Base Rent Adjustment (as defined below) shall be calculated and payable as follows:

(a) Base Rent: The annual aggregate sum of Forty Three Thousand Three Hundred Thirty Dollars and Fifty-Six Cents (\$43,330.56) payable in advance in equal, consecutive monthly installments of Three Thousand Six Hundred Ten Dollars and Eighty-eight Cents (\$3,610.88) on the first day of each calendar month of the Term, commencing _____, 2017 (prorated as to any partial month), as more particularly set forth on **Exhibit D**, attached hereto; and

(b) Base Rent Adjustment: Commencing on first day of the second Lease Year and continuing on the first day of each Lease Year (an "Adjustment Date") thereafter during the Term, the Base Rent shall be increased by the CPI Increase but not less than 1.5% or more than 2.9%. For any monetary increases or adjustments that cannot be determined as of the applicable Adjustment Date due to then unknown variables, such amounts shall become due (and calculated retroactively to the Adjustment Date) and payable as of the time of determination.

3.2 Additional Charges. In addition to the Base Rent, (a) Lessee will also pay and discharge as and when due and payable all other amounts, liabilities, obligations and Impositions which Lessee assumes or agrees to pay under this Lease, and (b) in the event of any failure on the part of Lessee to pay any of those items referred to in clause (a) above, Lessee will also promptly pay and discharge every fine, penalty, interest and cost which may be added for non-payment or late payment of such items (the items referred to in clauses (a) and (b) above being referred to herein collectively as the "Additional Charges"), and Lessor shall have all legal, equitable and contractual rights, powers and remedies provided in this Lease, by statute or otherwise, in the case of non-payment of the Additional Charges, as well as the Base Rent. If any installment of Base Rent or Additional Charges (but only as to those Additional Charges which are payable directly to Lessor) shall not be paid within five (5) Business Days after its due date, Lessee will pay Lessor on demand, as Additional Charges, a late charge (to the extent permitted by law) computed at the Overdue Rate (or at the maximum rate permitted by law, whichever is less) on the amount of such installment, from the due date of such installment to the date of payment thereof. To the extent that Lessee pays any Additional Charges to Lessor pursuant to any requirement of this Lease, Lessee shall be relieved of its obligation to pay such Additional Charges to the entity to which they would otherwise be due.

3.3 Net Lease. The Rent shall be paid absolutely net to Lessor, so that this Lease shall yield to Lessor the full amount of the installments of Base Rent, and the payments of Additional Charges throughout the Term, all as more fully set forth in Article 5, but subject to any other provisions of this Lease which expressly provide for adjustment of Rent or other charges.

3.4 Security Deposit. Lessee shall deposit three (3) months' base rent as deducted from the sales proceeds with Lessor upon the date of execution and delivery of this Lease by Lessee to Lessor. The Security Deposit shall be held by Lessor as security for the performance by Lessee of Lessee's covenants and obligations under the Lease. The Security Deposit shall not be considered an advance payment of rental or a measure of Lessor's damages in case of default by Lessee. Lessor may, from time to time, without prejudice to any other remedy, draw down upon the Security Deposit and use the proceeds thereof to make good any arrearages of rent, to satisfy any other covenant or obligation of Lessee hereunder or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of any default by Lessee. Following any such draw against the Security Deposit, Lessee shall deliver to Lessor on demand a Security Deposit in the amount of the original Security Deposit or a supplemental deposit in an amount sufficient to restore the aggregate letters of credit held by Lessor to the amount of the original Security Deposit. If Lessee is not in default at the termination of the Lease, and has complied with all of the provisions of this Lease to be performed by Lessee, including surrender of the Leased Property in accordance with the provisions hereof, the Security Deposit shall be returned by Lessor to Lessee, subject to any draws which have previously been made by Lessor against the Security Deposit. Lessee will not assign or encumber Lessee's interest in the Security Deposit, and neither Lessor nor Lessor's successors or assigns will be bound by any such attempted assignment or encumbrance of the Security Deposit.

ARTICLE 4 IMPOSITIONS

4.1 Payment of Impositions. Subject to Article 11 relating to permitted contests, Lessee will pay, or cause to be paid, all Impositions before any fine, penalty, interest or cost may be added for non-payment, such payments to be made directly to the taxing authorities where feasible, and Lessee will promptly, upon request, furnish to Lessor copies of official receipts or other satisfactory proof evidencing such payments. Lessee's obligation to pay such Impositions shall be deemed absolutely fixed upon the date such Impositions become a lien upon the Leased Property or any part thereof. If any such Imposition may, at the option of the taxpayer, lawfully be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Lessee may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event, shall pay such installments during the Term hereof (subject to Lessee's right of contest pursuant to the provisions of Article 11) as the same respectively become due and before any fine, penalty, premium, further interest or cost may be added thereto. Lessor, at its expense, shall, to the extent permitted by applicable law, prepare and file all tax returns and reports as may be required by governmental authorities in respect of Lessor's net income, gross receipts, franchise taxes and taxes on its capital stock, and Lessee, at its expense, shall, to the extent permitted by applicable laws and regulations, prepare and file all other tax returns and reports in respect of any Imposition with respect to the Leased Property as may be required by governmental authorities. If any refund shall be due from any taxing authority in respect of any Imposition paid by Lessee, the same shall be paid over to or retained by Lessee if no Event of Default shall have occurred hereunder and be continuing. Any such funds retained by Lessor due to an Event of Default shall be applied as provided in Article 15. Lessor and Lessee shall, upon request of the other, provide such data as is maintained by the party to whom the request is made with respect to the Leased Property as may be necessary to prepare any required returns and reports. In the event governmental authorities classify any property covered by this Lease as personal property, Lessee shall file all personal property tax returns in such jurisdictions where it may legally so file. Lessor, to the extent it possesses the same, and Lessee, to the extent it possesses the same, will provide the other party, upon request, with cost and depreciation records necessary for filing returns for any property so classified as personal property. Where Lessor is legally required to file personal property tax returns, Lessee will be provided with copies of assessment notices indicating a value in excess of the reported value in sufficient time for Lessee to file a protest. Lessee may, upon giving notice to Lessor, at Lessee's option and at Lessee's sole cost and expense, protest, appeal, or institute such other proceedings as Lessee may deem appropriate to effect a reduction of real estate or personal property assessments and Lessor, at Lessee's expense as aforesaid, shall fully cooperate with Lessee in such protest, appeal, or other action. Billings for reimbursement by Lessee to Lessor of personal property taxes shall be accompanied by copies of a bill therefor and payments thereof which identify the personal property with respect to which such payments are made.

4.2 Adjustment of Impositions. Impositions imposed in respect of the tax-fiscal period during which the Term terminates shall be adjusted and prorated between Lessor and Lessee, whether or not such Imposition is imposed before or after such termination, and Lessee's obligation to pay its prorated share thereof shall survive such termination.

4.3 Utility Charges. Lessee will contract for, in its own name, and will pay or cause to be paid all charges for electricity, power, gas, oil, water and other utilities used in the Leased Property during the Term.

4.4 Insurance Premiums. Lessee will contract for in its own name and will pay or cause to be paid all premiums for the insurance coverage required to be maintained pursuant to Article 13 during the Term.

4.5 Owner's Association Fees and Charges. Lessee will pay before delinquency all condominium owner's association fees, assessments, special assessments, charges, fines, penalties and interest due and payable resulting from ownership or lease of the condominium.

ARTICLE 5 **NO TERMINATION**

Except as otherwise provided herein, Lessee shall remain bound by this Lease in accordance with its terms and shall neither take any action without the consent of Lessor to modify, surrender or terminate the same, nor seek nor be entitled to any abatement, deduction, deferment or reduction of Rent, or set-off against the Rent, nor shall the respective obligations of Lessor and Lessee be otherwise affected by reason of (a) any damage to, or destruction of, any Leased Property or any portion thereof from whatever cause or any Taking of the Leased Property or any portion thereof, (b) the lawful or unlawful prohibition of, or restriction upon, Lessee's use of the Leased Property, or any portion thereof, or the interference with such use by any person, corporation, partnership or other entity, or by reason of eviction by paramount title; (c) any claim which Lessee has or might have against Lessor or by reason of any default or breach of any warranty by Lessor under this Lease or any other agreement between Lessor and Lessee, or to which Lessor and Lessee are parties, (d) any bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceedings affecting Lessor or any assignee or transferee of Lessor, or (e) for any other cause whether similar or dissimilar to any of the foregoing other than a discharge of Lessee from any such obligations as a matter of law. Lessee hereby specifically waives all rights, arising from any occurrence whatsoever, which may now or hereafter be conferred upon it by law to (i) modify, surrender or terminate this Lease or quit or surrender the Leased Property or any portion thereof, or (ii) entitle Lessee to any abatement, reduction, suspension or deferment of the Rent or other sums payable by Lessee hereunder, except as otherwise specifically provided in this Lease. The obligations of Lessor and Lessee hereunder shall be separate and independent covenants and agreements and the Rent and all other sums payable by Lessee hereunder shall continue to be payable in all events unless the obligations to pay the same shall be terminated pursuant to the express provisions of this Lease or by termination of this Lease other than by reason of an Event of Default.

ARTICLE 6

OWNERSHIP OF LEASED PROPERTY AND PERSONAL PROPERTY

6.1 Ownership of the Leased Property. Lessee acknowledges that the Leased Property is the property of Lessor and that Lessee has only the right to the possession and use of the Leased Property upon the terms and conditions of this Lease.

6.2 Lessee's Personal Property. Lessee may (and shall as provided hereinbelow), at its expense, install, affix or assemble or place in any of the Leased Improvements, any items of Lessee's Personal Property, and Lessee may, subject to the conditions set forth below, remove the same upon the expiration or any prior termination of the Term. Lessee shall provide and maintain during the entire Term all such Lessee's Personal Property as shall be necessary in order to operate the Leased Property in compliance with all licensure and certification requirements, in compliance with all applicable Legal Requirements and Insurance Requirements and otherwise in accordance with customary practice in the industry for the Primary Intended Use. All of Lessee's Personal Property not removed by Lessee within fifteen (15) days following the expiration or earlier termination of this Lease shall be considered abandoned by Lessee and may be appropriated, sold, destroyed or otherwise disposed of by Lessor without first giving notice thereof to Lessee, without any payment to Lessee and without any obligation to Lessee to account therefor. Lessee will, at its expense, restore the Leased Property at the expiration or earlier termination of this Lease to the condition required by Section 9.1(d), including repair of all damage to the Leased Property caused by the removal of Lessee's Personal Property, whether effected by Lessee or Lessor.

ARTICLE 7

CONDITION AND USE OF LEASED PROPERTY

7.1 Condition of the Leased Property. Lessee acknowledges receipt and delivery of possession of the Leased Property and that Lessee has examined and otherwise has acquired knowledge of the condition of the Leased Property prior to the execution and delivery of this Lease and has found the same to be in good order and repair and satisfactory for its purpose hereunder. Lessee is leasing the Leased Property "as is" in its present condition. Lessee waives any claim or action against Lessor in respect of the condition of the Leased Property. **LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IN RESPECT OF THE LEASED PROPERTY OR ANY PART THEREOF, EITHER AS TO ITS FITNESS FOR USE, SUITABILITY, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE OR OTHERWISE, AS TO QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, LATENT OR PATENT, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. LESSEE ACKNOWLEDGES THAT THE LEASED PROPERTY HAS BEEN INSPECTED BY LESSEE AND IS SATISFACTORY TO IT.**

7.2 Use of the Leased Property.

(a) Lessee covenants that it will obtain and maintain all approvals needed to use and operate the Leased Property for the Primary Intended Use, as defined

below, under applicable local, state and federal law, including but not limited to licensure requirements and Medicare and/or Medicaid certification.

(b) After the Commencement Date and during the entire Term, Lessee shall use or cause to be used the Leased Property and the improvements thereon as medical offices, and wellness center as to 205 Medical Center Dr., Batesville, Mississippi property, and for such other uses as may be necessary in connection with or incidental to such use (the "Primary Intended Use"). Lessee shall not use the Leased Property or any portion thereof for any other use without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. No use shall be made or permitted to be made of the Leased Property and no acts shall be done which will cause the cancellation of any insurance policy covering the Leased Property or any part thereof, nor shall Lessee sell or otherwise provide to residents or patients therein, or permit to be kept, used or sold in or about the Leased Property any article which may be prohibited by law or by the standard form of fire insurance policies, any other insurance policies required to be carried hereunder, or fire underwriters regulations. Lessee shall, at its sole cost, comply with all of the requirements pertaining to the Leased Property or other improvements of any insurance board, association, organization or company necessary for the maintenance of the insurance, as herein provided, covering the Leased Property and Lessee's Personal Property.

(c) Lessee covenants and agrees that during the Term it will use its best efforts to operate continuously the Leased Property as a provider of health care services in accordance with its Primary Intended Use and to maintain its certifications for reimbursement and licensure and its accreditation, if compliance with accreditation standards is required to maintain the operations of the Leased Property for its Primary Intended Use and if a failure to comply would adversely affect operations of Lessee.

(d) Lessee shall not commit or suffer to be committed any waste on the Leased Property, nor shall Lessee cause or permit any nuisance thereon.

(e) Lessee shall neither suffer nor permit the Leased Property or any portion thereof or Lessee's Personal Property, to be used in such a manner as (i) might reasonably tend to impair Lessor's (or Lessee's, as the case may be) title thereto or to any portion thereof, or (ii) may reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Leased Property or any portion thereof.

ARTICLE 8

LEGAL AND INSURANCE REQUIREMENTS

8.1 Compliance with Legal and Insurance Requirements. Subject to Article 11 relating to permitted contests, Lessee, at its expense, will promptly (a) comply with all Legal Requirements and Insurance Requirements in respect of the use, operation, maintenance, repair

and restoration of the Leased Property, whether or not compliance therewith shall require structural change in any of the Leased Improvements or interfere with the use and enjoyment of the Leased Property, and (b) procure, maintain and comply with all licenses, certificates of need, provider agreements and other authorizations required for any use of the Leased Property and Lessee's Personal Property then being made, and for the proper erection, installation, operation and maintenance of the Leased Property or any part thereof, including without limitation, any capital additions.

8.2 Legal Requirement Covenants. Lessee covenants and agrees that the Leased Property and Lessee's Personal Property shall not be used for any unlawful purpose. Lessee shall acquire and maintain all licenses, certificates, permits, provider agreements and other authorizations and approvals needed to operate the Leased Property in its customary manner for the Primary Intended Use and any other use conducted on the Leased Property as may be permitted from time to time hereunder. Lessee further covenants and agrees that Lessee's use of the Leased Property and maintenance, alteration, and operation of the same, and all parts thereof, shall at all times conform to all Legal Requirements.

8.3 ADA Compliance. Subject to Articles 9, 13 and 14, Lessee shall be responsible for any improvements or upgrades to the Leased Property required to make the Leased Property compliant with all Legal Requirements, including, but not limited to, the ADA.

ARTICLE 9 REPAIRS; RESTRICTIONS

9.1 Maintenance and Repair.

(a) Lessee, at its expense, will keep the Leased Property (and Lessee's Personal Property) in good order and repair (whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements, the age of the Leased Property or any portion thereof) and, except as otherwise provided in Articles 13 and 14, with reasonable promptness, will make all necessary and appropriate repairs thereto of every kind and nature, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen or arising by reason of a condition existing prior to the commencement of the Term of this Lease (concealed or otherwise). All repairs shall, to the extent reasonably achievable, be at least equivalent in quality to the original work. Lessee will not take or omit to take any action the taking or omission of which might materially impair the value or the usefulness of the Leased Property or any part thereof for the Primary Intended Use.

(b) Lessor shall not under any circumstances be required to build or rebuild any improvements on the Leased Property, or to make any repairs, replacements, alterations, restorations, or renewals of any nature or description to the Leased Property, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever with respect thereto in connection with this Lease, or to maintain the Leased Property in any way.

(c) Nothing contained in this Lease and no action or inaction by Lessor shall be construed as (i) constituting the consent or request of Lessor, expressed or implied, to any contractor, subcontractor, laborer, materialman or vendor to or for the performance of any labor or services or the furnishing of any materials or other property for the construction, alteration, addition, repair or demolition of or to the Leased Property or any part thereof, or (ii) giving Lessee any right, power or permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Lessor in respect thereof or to make any agreement that may create, or in any way be the basis for, any right, title, interest, lien, claim or other encumbrance upon the estate of Lessor in the Leased Property or any portion thereof.

(d) Unless Lessor shall convey any of the Leased Property to Lessee pursuant to the provisions of this Lease, Lessee will, upon the expiration or prior termination of this Term, vacate and surrender the Leased Property to Lessor in the condition in which the Leased Property was originally received from Lessor, except as repaired, rebuilt, restored, altered or added to as permitted or required by the provisions of this Lease and except for ordinary wear and tear (subject to the obligation of Lessee to maintain the Leased Property in good order and repair during the entire Term of the Lease), damage caused by the gross negligence or willful acts of Lessor and damage or destruction described in Article 13 or resulting from a Taking described in Article 14 which Lessee is not required by the terms of this Lease to repair or restore.

9.2 Encroachments; Restrictions. If any of the Leased Improvements shall, at any time, encroach upon any property, street or right-of-way adjacent to the Leased Property, or shall violate the agreements or conditions contained in any federal, state or local law, lawful restrictive covenant or other agreement affecting the Leased Property, or any part thereof, or shall impair the rights of others under any easement or right-of-way to which the Leased Property is subject, then promptly upon the request of Lessor, Lessee shall, at its expense, subject to its right to contest the existence of any encroachment, violation or impairment, (a) obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, violation or impairment, whether the same shall affect Lessor or Lessee or (b) make such changes in the Leased Improvements, and take such other actions, as Lessor in the good faith exercise of its judgment deems reasonably practicable, to remove such encroachment, or to end such violation or impairment, including, if necessary, the alteration of any of the Leased Improvements, and in any event take all such actions as may be necessary in order to be able to continue the operation of the Leased Property for the Primary Intended Use substantially in the manner and to the extent the Leased Property was operated prior to the assertion of such violation or encroachment. Any such alteration shall be made in conformity with the applicable requirements of Article 8. Lessee's obligations under this Section 9.2 shall be in addition to and shall in no way discharge or diminish any obligation of any insurer under any policy of title or other insurance and Lessee shall be entitled to a credit for any sums recovered by Lessor under any such policy of title or other insurance.

9.3 Property Expansion. Lessee shall have the right at its sole cost and expense to expand the Property provided (i) no Event of Default exists; (ii) Lessee delivers to Lessor all construction documents, including but not limited to drawings, plans, specifications, construction contracts, evidence of compliance with all Legal Requirements, including permits and approvals; (iii) Lessee complies with Article 10 and Article 11 hereof; and (iv) Lessee obtains the prior written consent of Lessor which consent shall not be unreasonably withheld, conditioned or delayed. Should Lessee decide to finance the expansion of the Property, Lessor shall have the first right to finance the cost of any expansion.

ARTICLE 10

LIENS

Subject to the provisions of Article 11 relating to permitted contests, Lessee will not directly or indirectly create or allow to remain and will promptly discharge at its expense any lien, encumbrance, attachment, title retention agreement or claim upon the Leased Property or any attachment, levy, claim or encumbrance in respect of the Rent, not including, however, (a) this Lease, (b) the matters, if any, set forth in Exhibit B, (c) restrictions, liens and other encumbrances which are consented to in writing by Lessor, (d) liens for those taxes of Lessor which Lessee is not required to pay hereunder, (e) subleases permitted by Article 22, (f) liens for Impositions or for sums resulting from noncompliance with Legal Requirements so long as (1) the same are not yet payable or are payable without the addition of any fine or penalty or (2) such liens are in the process of being contested as permitted by Article 11, (g) liens of mechanics, laborers, materialmen, suppliers or vendors for sums either disputed or not yet due, provided that (1) the payment of such sums shall not be postponed for more than sixty (60) days after the completion of the action giving rise to such lien and such reserve or other appropriate provisions as shall be required by law or generally accepted accounting principles shall have been made therefor or (2) any such liens are in the process of being contested as permitted by Article 11, and (h) any liens which are the responsibility of Lessor pursuant to the provisions of Article 35 of this Lease.

ARTICLE 11

PERMITTED CONTESTS

Lessee, on its own or on Lessor's behalf (or in Lessor's name), but at Lessee's expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any Imposition, Legal Requirement, Insurance Requirement, lien, attachment, levy, encumbrance, charge or claim not otherwise permitted by Article 10, provided that (a) in the case of an unpaid Imposition, lien, attachment, levy, encumbrance, charge or claim, the commencement and continuation of such proceedings shall suspend the collection thereof from Lessor and from the Leased Property, (b) neither the Leased Property nor any Rent therefrom nor any part thereof or interest therein would be in any immediate danger of being sold, forfeited, attached or lost, (c) in the case of a Legal Requirement, Lessor would not be in any immediate danger of civil or criminal liability for failure to comply therewith pending the outcome of such proceedings, (d) in the event that any such contest shall involve a sum of money or potential loss in excess of Fifty Thousand Dollars (\$50,000), then, in any such event, (i) provided the consolidated net worth of Lessee is then in

excess of One Million Dollars (\$1,000,000), Lessee shall deliver to Lessor an Officer's Certificate to the effect set forth in clauses (a), (b) and (c), to the extent applicable, or (ii) in the event the Consolidated Net Worth of Lessee is not then in excess of One Million Dollars (\$1,000,000), then Lessee shall deliver to Lessor and its counsel an opinion of Lessee's counsel to the effect set forth in clauses (a), (b) and (c), to the extent applicable, (e) in the case of a Legal Requirement and/or an Imposition, lien, encumbrance or charge, Lessee shall give such reasonable security as may be demanded by Lessor to insure ultimate payment of the same and to prevent any sale or forfeiture of the affected portion of the Leased Property or the Rent by reason of such non-payment or non-compliance; provided, however, the provisions of this Article 11 shall not be construed to permit Lessee to contest the payment of Rent (except as to contests concerning the method of computation or the basis of levy of any Imposition or the basis for the assertion of any other claim) or any other sums payable by Lessee to Lessor hereunder, (f) in the case of an Insurance Requirement, the coverage required by Article 12 shall be maintained, and (g) if such contest be finally resolved against Lessor or Lessee, Lessee shall, as Additional Charges due hereunder, promptly pay the amount required to be paid, together with all interest and penalties accrued thereon, or comply with the applicable Legal Requirement or Insurance Requirement. Lessor, at Lessee's expense, shall execute and deliver to Lessee such authorizations and other documents as may reasonably be required in any such contest and, if reasonably requested by Lessee or if Lessor so desires, Lessor shall join as a party therein. Lessee shall indemnify and save Lessor harmless against any liability, cost or expense of any kind that may be imposed upon Lessor in connection with any such contest and any loss resulting therefrom.

ARTICLE 12

INSURANCE

12.1 General Insurance Requirements. During the Term of this Lease, Lessee shall at all times keep the Leased Property, and all property located in or on the Leased Property, including Lessee's Personal Property, insured with the kinds and amounts of insurance described below. This insurance shall be written by companies authorized to do insurance business in the state in which the Leased Property is located. The policies must name Lessor as an additional insured and losses shall be payable to Lessor and/or Lessee as provided in this Article 12. In addition, the policies shall name as an additional insured the holder ("Facility Mortgagee") of any mortgage, deed of trust or other security agreement securing any Encumbrance placed on the Leased Property in accordance with the provisions of Article 36 ("Facility Mortgage"), if any, by way of a standard form of mortgagee's loss payable endorsement. Any loss adjustment shall require the written consent of Lessor and each affected Facility Mortgagee. Evidence of insurance shall be deposited with Lessor and, if requested, with any Facility Mortgagee(s). If any provision of any Facility Mortgage which constitutes a first lien on the Leased Property requires deposits of insurance to be made with such Facility Mortgagee, Lessee shall either pay to Lessor monthly the amounts required and Lessor shall transfer such amounts to such Facility Mortgagee or, pursuant to written direction by Lessor, Lessee shall make such deposits directly with such Facility Mortgagee. The policies on the Leased Property, including the Leased Improvements, the Fixtures and Lessee's Personal Property, shall be written on a "Causes of Loss-Special Form" basis (or its equivalent) and shall insure against the following risks:

- (a) Loss or damage by fire, vandalism and malicious mischief, extended coverage perils and all physical loss perils, including, but not limited to, hurricane and sprinkler leakage in an amount not less than one hundred percent (100%) of the then Full Replacement Cost thereof (as defined below in Section 12.2);
- (b) Loss or damage by explosion of steam boilers, pressure vessels or similar apparatus, now or hereafter installed in the Facility, in such limits with respect to any one accident as may be reasonably requested by Lessor from time to time;
- (c) Loss of rental and off-site utility disruption under a rental value insurance policy covering risk of loss during the first twelve (12) months of reconstruction necessitated by the occurrence of any of the hazards described in Sections 12.1(a) or 12.1(b), in an amount sufficient to prevent Lessor from becoming a co-insurer;
- (d) Claims for personal injury or property damage under a policy of commercial general liability insurance with amounts not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate;
- (e) Claims arising out of malpractice in an amount, not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate;
- (f) An Umbrella policy collectively covering Lessee, Curae Health, Inc., and each other related Lessee entering into a corresponding Lease Agreement with Lessor, and covering claims for not less than Five Million Dollars (\$5,000,000) in the aggregate;
- (g) Flood (when the Leased Property is located in whole or in part within a designated flood plain area) and such other hazards and in such amounts as may be customary for comparable properties in the area and if available from insurance companies authorized to do business in the state in which the Leased Property are located at rates which are economically practicable in relation to the risks covered.

12.2 Replacement Cost. The term "Full Replacement Cost" as used herein, shall mean the actual replacement cost thereof from time to time, including increased cost of construction endorsement, less the cost of foundations and footings. In the event either Lessor or Lessee believes that the Full Replacement Cost has increased or decreased at any time during the Term, it shall have the right to have such Full Replacement Cost redetermined by the fire insurance company which is then providing the largest amount of fire insurance carried on the Leased Property, hereinafter referred to as the "impartial appraiser". The party desiring to have the Full Replacement Cost so redetermined shall forthwith, on receipt of such determination by such impartial appraiser, give written notice thereof to the other party hereto. The determination of such impartial appraiser shall be final and binding on the parties hereto, and Lessee shall forthwith increase, or may decrease, the amount of the insurance carried pursuant to this Article,

as the case may be, to the amount so determined by the impartial appraiser. Lessee shall pay the fee, if any, of the impartial appraiser.

12.3 Additional Insurance. In addition to the insurance described above, Lessee shall maintain such additional insurance as may be required from time to time by any Facility Mortgagee and shall further at all times maintain adequate worker's compensation insurance coverage for all persons employed by Lessee on the Leased Property, in accordance with the Legal Requirements.

12.4 Waiver of Subrogation. All insurance policies carried by either party covering the Leased Property, the Fixtures, the Leased Property and/or Lessee's Personal Property, including without limitation, contents, fire and casualty insurance, shall expressly waive any right of subrogation on the part of the insurer against the other party. The parties hereto agree that their policies will include such a waiver clause or endorsement so long as the same is obtainable without extra cost, and in the event of such an extra charge the other party, at its election, may pay the same, but shall not be obligated to do so.

12.5 Form of Insurance. All of the policies of insurance referred to in this Section shall be written in form satisfactory to Lessor and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums therefor, and deliver such policies or certificates thereof to Lessor prior to their effective date (and, with respect to any renewal policy, at least fifteen (15) days prior to the expiration of the existing policy) and in the event of the failure of Lessee either to effect such insurance in the names herein called for or to pay the premiums therefor, or to deliver such policies or certificates thereof to Lessor at the times required, Lessor shall be entitled, but shall have no obligation, to enact such insurance and pay the premiums therefor, which premiums shall be repayable to Lessor upon written demand therefor, and failure to repay the same shall constitute an Event of Default within the meaning of Section 15.1(c). Each insurer mentioned in this Section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Lessor, that it will give to Lessor thirty (30) days' written notice before the policy or policies in question shall be altered, allowed to expire or canceled.

12.6 Increase in Limits. In the event that Lessor shall at any time deem the limits of the personal injury, property damage or general public liability insurance then carried to be insufficient, the parties shall endeavor to agree on the proper and reasonable limits for such insurance to be carried and such insurance shall thereafter be carried with the limits thus agreed on until further change pursuant to the provisions of this Section. If the parties shall be unable to agree thereon, the proper and reasonable limits for such insurance to be carried shall be determined by an impartial third party selected by the parties. Nothing herein shall permit the amount of insurance to be reduced below the amount or amounts required by any of the Facility Mortgages.

12.7 Blanket Policy. Notwithstanding anything to the contrary contained in this Section, Lessee's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Lessee; provided, however, that the coverage afforded Lessor will not be reduced or diminished

or otherwise be different from that which would exist under a separate policy meeting all other requirements of this Lease by reason of the use of such blanket policy of insurance, and provided further that the requirements of this Article 12 are otherwise satisfied.

12.8 No Separate Insurance. Lessee shall not, on Lessee's own initiative or pursuant to the request or requirement of any third party, take out separate insurance concurrent in form or contributing in the event of loss with that required in this Article to be furnished by, or which may reasonably be required to be furnished by, Lessee, or increase the amounts of any then existing insurance by securing an additional policy or additional policies, unless all parties having an insurable interest in the subject matter of the insurance, including in all cases Lessor and all Facility Mortgagees, are included therein as additional insureds and the loss is payable under said insurance in the same manner as losses are required to be payable under this Lease. Lessee shall immediately notify Lessor of the taking out of any such separate insurance or of the increasing of any of the amounts of the then existing insurance by securing an additional policy or additional policies.

ARTICLE 13 **FIRE AND CASUALTY**

13.1 Insurance Proceeds. All proceeds payable by reason of any loss or damage to the Leased Property, or any portion thereof, and insured under any policy of insurance required by Article 12 of this Lease shall be paid to Lessor and held by Lessor in trust (subject to the provisions of Section 13.7) and shall be made available for reconstruction or repair, as the case may be, of any damage to or destruction of the Leased Property, or any portion thereof, and shall be paid out by Lessor from time to time for the reasonable cost of such reconstruction or repair. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Property (or in the event neither Lessor nor Lessee is required or elects to repair and restore, all such insurance proceeds) shall be retained by Lessor free and clear upon completion of any such repair and restoration except as otherwise specifically provided below in this Article 13. All salvage resulting from any risk covered by insurance shall belong to Lessor except that any salvage relating to Lessee's Personal Property shall belong to Lessee.

13.2 Reconstruction in the Event of Damage or Destruction Covered by Insurance.

(a) Except as provided in Section 13.7, if during the Term, the Leased Property is totally or partially destroyed from a risk covered by the insurance described in Article 12 and the Leased Property thereby is rendered Unsuitable for Its Primary Intended Use, Lessee shall have the option, by giving notice to Lessor within sixty (60) days following the date of such destruction, to (i) restore the Leased Property to substantially the same condition as existed immediately before the damage or destruction, or (ii) offer (A) to acquire the Leased Property from Lessor for a purchase price equal to the Option Purchase Price of the Leased Property immediately prior to such damage or destruction. In the event Lessor does not accept Lessee's offer, Lessee may, by giving notice to Lessor within

thirty (30) days after receipt of Lessor's notice, withdraw its offer to purchase or substitute for the Leased Property and proceed to restore the Leased Property to substantially the same condition as existed immediately before the damage or destruction or, terminate this Lease and Lessor shall be entitled to retain the insurance proceeds, and Lessee shall pay to Lessor on demand, the amount of any deductible or uninsured loss arising in connection therewith.

(b) Except as provided in Section 13.7, if during the Term, the Leased Improvements and/or the Fixtures are totally or partially destroyed from a risk covered by the insurance described in Article 12, but the Leased Property is not thereby rendered Unsuitable for its Primary Intended Use, Lessee shall restore the Leased Property to substantially the same condition as existed immediately before the damage or destruction. Such damage or destruction shall not terminate this Lease; provided, however, if Lessee cannot within a reasonable time obtain all necessary governmental approvals, including building permits, licenses, conditional use permits and any certificates of need, after diligent efforts to do so, in order to be able to perform all required repair and restoration work and to operate the Leased Property for its Primary Intended Use in substantially the same manner as immediately prior to such damage or destruction, Lessee may offer to purchase the Leased Property for the Option Purchase.

(c) If the cost of the repair or restoration exceeds the amount of proceeds received by Lessor from the insurance required under Article 12, Lessee shall be obligated to contribute any excess amount needed to restore the Leased Property. Such amount shall be paid by Lessee to Lessor to be held in trust together with any other insurance proceeds for application to the cost of repair and restoration.

(d) In the event Lessor accepts Lessee's offer to purchase the Leased Property this Lease shall terminate upon payment of the Option Purchase Price and Lessor shall remit to Lessee all insurance proceeds being held in trust by Lessor.

13.3 Reconstruction in the Event of Damage or Destruction Not Covered by Insurance. Except as provided in Section 13.7 below, if during the Term, the Leased Property is totally or materially destroyed from a risk (including earthquake) not covered by the insurance described in Article 12, whether or not such damage or destruction renders the Leased Property Unsuitable for Its Primary Intended Use, Lessee at its option shall either (a) restore the Leased Property to substantially the same condition it was in immediately before such damage or destruction and such damage or destruction shall not terminate this Lease, or (b) purchase the Leased Property at the Option Purchase Price.

13.4 Lessee's Property. All insurance proceeds payable by reason of any loss of or damage to any of Lessee's Personal Property shall be paid to Lessor and Lessor shall hold such insurance proceeds in trust to pay the cost of repairing or replacing the damage to Lessee's Personal Property.

13.5 Restoration of Lessee's Property. If Lessee is required or elects to restore the Leased Property as provided in Sections 13.2 or 13.3, Lessee shall also restore all alterations and improvements made by Lessee and Lessee's Personal Property.

13.6 No Abatement of Rent. This Lease shall remain in full force and effect and Lessee's obligation to make rental payments and to pay all other charges required by this Lease shall remain unabated during any period required for repair and restoration.

13.7 Damage Near End of Term. Notwithstanding any provisions of Sections 13.2 or 13.3 to the contrary, if damage to or destruction of the Leased Property occurs during the last twenty-four (24) months of the Term, and if such damage or destruction cannot be fully repaired and restored within six (6) months immediately following the date of loss, either party shall have the right to terminate this Lease by giving notice to the other within thirty (30) days after the date of damage or destruction, in which event Lessor shall be entitled to retain the insurance proceeds and Lessee shall pay to Lessor on demand the amount of any deductible or uninsured loss arising in connection therewith; provided, however, that any such notice given by Lessor shall be void and of no force and effect if Lessee exercises an available option to extend the Term for one Extended Term within thirty (30) days following receipt of such termination notice.

13.8 Termination of Right of First Refusal. Any termination of this Lease pursuant to this Article 13 shall cause any right of first refusal granted to Lessee under Section 33 of this Lease to be terminated and to be without further force or effect.

13.9 Waiver. Lessee hereby waives any statutory or common law rights of termination which may arise by reason of any damage or destruction of the Leased Property.

ARTICLE 14 **CONDEMNATION**

14.1 Parties' Rights and Obligations. If during the Term there is any Taking of all or any part of the Leased Property or any interest in this Lease by Condemnation, the rights and obligations of the parties shall be determined by this Article 14.

14.2 Total Taking. If there is a Taking of all of the Leased Property by Condemnation, this Lease shall terminate on the Date of Taking, and the parties shall receive the portion of the Award properly allocable to their respective interests in the Leased Property.

14.3 Partial Taking. If there is a Taking of a portion of the Leased Property by Condemnation, this Lease shall remain in effect if the Leased Property is not thereby rendered Unsuitable for Its Primary Intended Use. If, however, the Leased Property is thereby rendered Unsuitable for Its Primary Intended Use, Lessee shall have the right (a) to restore the Leased Property, at its own expense, to the extent possible, to substantially the same condition as existed immediately before the partial Taking, or (b) to offer to acquire the Leased Property from Lessor for the Option Purchase Price, in which event this Lease shall terminate upon payment of the purchase price. Lessee shall exercise its option by giving Lessor notice thereof within sixty (60) days after Lessee receives notice of the Taking. In the event Lessor does not accept Lessee's offer to so purchase within thirty (30) days after receipt of the notice described in the preceding

sentence, Lessee may either (a) withdraw its offer to purchase and proceed to restore the Leased Property, to the extent possible, to substantially the same condition as existed immediately before the partial Taking or (b) terminate this Lease by written notice to Lessor.

14.4 Restoration. If there is a partial Taking of the Leased Property and this Lease remains in full force and effect pursuant to Section 14.3.

14.5 Award Distribution. In the event Lessor accepts Lessee's offer to purchase the Leased Property, as described in clause (b) of Section 14.3, the entire Award shall belong to Lessee and Lessor agrees to assign to Lessee all of its rights thereto. In any other event, the entire Award shall belong to and be paid to Lessor, except that, if this Lease is terminated and subject to the rights of the Facility Mortgagee, Lessee shall be entitled to receive from the Award, if and to the extent such Award specifically includes items attributable to Lessee's Personal Property and any reasonable removal and relocation costs.

If Lessee is required or elects to restore the Leased Property, Lessor agrees that, subject to the rights of the Facility Mortgagees, its portion of the Award shall be used for such restoration and it shall hold such portion of the Award in trust, for application to the cost of the restoration.

14.6 Temporary Taking. The Taking of the Leased Property, or any part thereof, by military or other public authority shall constitute a Taking by Condemnation only when the use and occupancy by the Taking authority has continued for longer than six (6) months. During any such six (6) month period all the provisions of this Lease shall remain in full force and effect except that the Base Rent shall not be abated or reduced during such period of Taking.

ARTICLE 15

DEFAULT

15.1 Events of Default. The occurrence of any one or more of the following events (individually, an "Event of Default") shall constitute Events of Default hereunder:

- (a) a default or event of default shall occur under any other lease between Lessor or any Affiliate of Lessor and Lessee or any Affiliate of Lessee, or
- (b) if Lessee shall fail to make a payment of the Rent payable by Lessee under this Lease when the same becomes due and payable and such failure is not cured by Lessee within a period of twenty (20) days after receipt by Lessee of notice thereof from Lessor, or
- (c) if Lessee shall fail to observe or perform any other term, covenant (including but not limited to the Financial Covenants) or condition of this Lease and such failure is not cured by Lessee within a period of thirty (30) days after receipt by Lessee of written notice thereof from Lessor, unless such failure cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Lessee proceeds promptly and with due

diligence to cure the failure and diligently completes the curing thereof within sixty (60) days after receipt by Lessee of Lessor's notice of default, or

(d) if Lessee shall:

- i. admit in writing its inability to pay its debts generally as they become due,
- ii. file a petition in bankruptcy or a petition to take advantage of any insolvency act,
- iii. make an assignment for the benefit of its creditors,
- iv. consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or
- v. file a petition or answer seeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, or

(e) if the Lessee shall, after a petition in bankruptcy is filed against it, be adjudicated a bankrupt or if a court of competent jurisdiction shall enter an order or decree appointing, without the consent of Lessee, as the case may be, a receiver of Lessee or of the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of Lessee under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, and such judgment, order or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of the entry thereof, or

(f) if Lessee shall be liquidated or dissolved, or shall begin proceedings toward such liquidation or dissolution, or shall, in any manner, permit the sale or divestiture of substantially all of its assets other than in connection with a merger or consolidation of Lessee into, or a sale of substantially all of Lessee's assets to, another corporation, provided that if the survivor of such merger or the purchaser of such assets shall assume all of Lessee's obligations under this Lease by a written instrument, in form and substance reasonably satisfactory to Lessor, accompanied by an opinion of counsel, reasonably satisfactory to Lessor and addressed to Lessor stating that such instrument of assumption is valid, binding and enforceable against the parties thereto in accordance with its terms (subject to usual bankruptcy and other creditors' rights exceptions), and provided, further, that if, immediately after giving effect to any such merger, consolidation or sale, Lessee or such other corporation (if not the Lessee) surviving the same, shall have a Consolidated Net Worth not less than the Consolidated Net Worth of Guarantor immediately prior to such merger, consolidation or sale, all as to be set forth in an Officer's Certificate delivered to Lessor within thirty (30) days of such merger, consolidation or sale, an Event of Default shall not be deemed to have occurred, or

(g) if the estate or interest of Lessee in the Leased Property or any part thereof shall be levied upon or attached in any proceeding and the same shall not be vacated or discharged within the later of ninety (90) days after commencement thereof or thirty (30) days after receipt by Lessee of notice thereof from Lessor (unless Lessee shall be contesting such lien or attachment in good faith in accordance with Article 11 hereof), or

(h) if, except as a result of damage, destruction or a partial or complete Condemnation, Lessee voluntarily ceases operations on the Leased Property for a period in excess of ninety (90) days, or

(i) if any of the representations or warranties (except for representations and warranties relating to matters of title) made by Lessee or an affiliate of Lessee in the Purchase and Sale Agreement or in the certificates delivered in connection therewith are or become untrue in any material respect, and which is not cured within twenty (20) days after receipt by Lessee of notice from Lessor thereof, or

(j) a default or event of default shall occur under any other agreement between Lessor and Lessee or any Affiliate of Lessee or Lessor.

If an Event of Default shall have occurred, Lessor shall have the right at its election, then or at any time thereafter, to pursue any one or more of the following remedies, in addition to any remedies which may be permitted by law or by other provisions of this Lease, without notice or demand, except as hereinafter provided:

A. Without any notice or demand whatsoever, Lessor may take any one or more of the actions permissible at law to insure performance by Lessee of Lessee's covenants and obligations under this Lease. In this regard, it is agreed that if Lessee deserts or vacates the Leased Property, Lessor may enter upon and take possession of such Leased Property in order to protect it from deterioration and continue to demand from Lessee the monthly rentals and other charges provided in this Lease, without any obligation to relet; but that if Lessor does, at its sole discretion, elect to relet the Leased Property, such action by Lessor shall not be deemed as an acceptance of Lessee's surrender of the Leased Property unless Lessor expressly notifies Lessee of such acceptance in writing pursuant to subsection B of this Section 15.1, Lessee hereby acknowledging that Lessor shall otherwise be reletting as Lessee's agent and Lessee furthermore hereby agreeing to pay to Lessor on demand any deficiency that may arise between the monthly rentals and other charges provided in this Lease and that actually collected by Lessor. It is further agreed in this regard that in the event of any default described in this Section 15.1, Lessor shall have the right to enter upon the Leased Property by force, if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Lessee is obligated to do under the terms of this

Lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to the Lessee from such action.

B. Lessor may terminate this Lease by written notice to Lessee, in which event Lessee shall immediately surrender the Leased Property to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or arrearages in rent, enter upon and take possession of the Leased Property and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force, if necessary, without being liable of prosecution or any claim for damages therefor. Lessee hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of rent. In addition, Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of any termination effected pursuant to this subsection B, said loss and damage to be determined, at Lessor's option, by either of the following alternative measures of damages:

(i) Until Lessor is able, although Lessor shall be under no obligation to attempt, to relet the Leased Property, Lessee shall pay to Lessor on or before the first day of each calendar month, the monthly rentals and other charges provided in this Lease. After the Leased Property have been relet by Lessor, Lessee shall pay to Lessor on the 10th day of each calendar month the difference between the monthly rentals and other charges provided in this Lease for the preceding calendar month and that actually collected by Lessor for such month. If it is necessary for Lessor to bring suit in order to collect any deficiency, Lessor shall have a right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Lessor to bring a similar action for any subsequent deficiency or deficiencies. Any amount collected by Lessor from subsequent tenants for any calendar month, in excess of the monthly rentals and other charges provided in this Lease, shall be credited to Lessee in reduction of Lessee's liability for any calendar month for which the amount collected by Lessor will be less than the monthly rentals and other charges provided in this Lease; but Lessee shall have no right to such excess other than the above-described credit.

(ii) When Lessor desires, Lessor may demand a final settlement. Upon demand for a final settlement, Lessor shall have a right to, and Lessee hereby agrees to pay, the difference between the total of all monthly rentals and other charges provided in this

Lease for the remainder of the Lease Term and the reasonable rental value of the Leased Property for such period, such difference to be discounted to present value at a rate equal to the lowest rate of capitalization (highest present worth) reasonably applicable at the time of such determination and allowed by applicable law.

If Lessor elects to exercise the remedy prescribed in subsection A above, this election shall in no way prejudice Lessor's right at any time thereafter to cancel said election in favor of the remedy prescribed in subsection B above. Similarly, if Lessor elects to compute damages in the manner prescribed by subsection B(i) above, this election shall in no way prejudice Lessor's right at any time thereafter to demand a final settlement in accordance with subsection B(ii) above. Pursuit of any of the above remedies shall not preclude pursuit of any other remedies prescribed in other sections of this Lease and any other remedies provided by law or equity. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

15.2 Additional Expenses. It is further agreed that, in addition to payments required pursuant to subsections A and B of Section 15.1 above, Lessee shall compensate Lessor for all expenses incurred by Lessor in repossessing the Leased Property (including among other expenses, any increase in insurance premiums caused by the vacancy of the Leased Property), all expenses incurred by Lessor in reletting (including among other expenses, repairs, remodeling, replacements, advertisements and brokerage fees), all concessions granted to a new tenant upon reletting (including among other concessions, renewal options), all losses incurred by Lessor as a direct or indirect result of Lessee's default (including among other losses any adverse reaction by Lessor's mortgagee) and a reasonable allowance for Lessor's administrative efforts, salaries and overhead attributable directly or indirectly to Lessee's default and Lessor's pursuing the rights and remedies provided herein and under applicable law.

15.3 Lessee's Right or Obligation to Purchase. If any Event of Default shall have occurred and be continuing, by so providing by separate notice given by Lessor to Lessee at any time thereafter prior to the time such Event of Default shall be cured, Lessor may require Lessee to purchase the Leased Property on the first Base Rent Payment Date occurring not less than thirty (30) days after the date of receipt of, or such later date that is specified in, said notice requiring such purchase for an amount equal to the Option Purchase Price plus all Rent then due and payable (excluding the installment of Base Rent due on the purchase date) as of the date of purchase. If Lessor exercises such right, Lessor shall convey the Leased Property to Lessee on the date fixed therefor in accordance with the provisions of Article 34 upon receipt of the purchase price therefor and this Lease shall thereupon terminate. Any purchase by Lessee of the Leased Property pursuant to this Section shall be in lieu of the damages specified in Section 15.1.

15.4 Waiver. If this Lease is terminated pursuant to Section 15.1, Lessee waives, to the extent permitted by applicable law, (a) any right of redemption, re-entry or repossession, (b) any right to a trial by jury in the event of summary proceedings to enforce the remedies set forth in this Article 15, and (c) the benefit of any laws now or hereafter in force exempting property from liability for rent or for debt.

15.5 Application of Funds. Any payments otherwise payable to Lessee which are received by Lessor under any of the provisions of this Lease during the existence or continuance of any Event of Default shall be applied to Lessee's obligations in the order which Lessor may reasonably determine or as may be prescribed by the laws of the state in which the Leased Property is located.

15.6 Notices by Lessor. The provisions of this Article 15 concerning notices shall be liberally construed insofar as the contents of such notices are concerned, and any such notice shall be sufficient if reasonably designed to apprise Lessee of the nature and approximate extent of any default, it being agreed that Lessee is in good or better position than Lessor to ascertain the exact extent of any default by Lessee hereunder.

15.7 Lessor's Contractual Security Interest. Lessor shall have at all times a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Lessee, and to secure payment of any damages or loss which Lessor may suffer by reason of the breach by Lessee of any covenant, agreement or condition contained herein, upon all inventory, merchandise, goods, wares, equipment, fixtures, furniture, improvements and other personal property of Lessee presently, or which may hereafter be, situated in or about the Leased Property, and all proceeds therefrom and accessions thereto and, except as a result of sales made in the ordinary course of Lessee's business, such property shall not be removed without the consent of Lessor until all arrearages in rent as well as any and all other sums of money then due to Lessor or to become due to Lessor hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Lessee. Upon the occurrence of an event of default by Lessee, Lessor may, in addition to any other remedies provided herein, enter upon the Leased Property and take possession of any and all inventory, merchandise, goods, wares, equipment, fixtures, furniture, improvements and other personal property of Lessee situated in or about the Leased Property, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Lessee reasonable notice of the time and place of any public sale of the time after which any private sale is to be made, at which sale the Lessor or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Lessee reasonable notice, the requirement of reasonable notice shall be met, if such notice is given in the manner prescribed in this Lease at least seven days before the time of sale. Any sale made pursuant to the provision of this paragraph shall be deemed to have been a public sale conducted in commercially reasonable manner if held in the above-described premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for five consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Lessee or as otherwise required by law; the Lessee shall pay any deficiencies forthwith. Upon request by Lessor, Lessee agrees to execute and deliver to Lessor a financing statement in form sufficient to perfect the security interest of Lessor in the aforementioned property and proceeds thereof under the provision of the Uniform Commercial

Code (or corresponding state statute or statutes) in force in the state in which the Leased Property is located, as well as any other state the laws of which Lessor may at any time consider to be applicable.

ARTICLE 16 LESSOR'S RIGHT TO CURE

If Lessee shall fail to make any payment, or to perform any act required to be made or performed under this Lease and to cure the same within the relevant time periods provided in Section 15.1, Lessor, without waiving or releasing any obligation or Event of Default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Lessee, and may, to the extent permitted by law, enter upon the Leased Property for such purpose and take all such action thereon as, in Lessor's opinion, may be necessary or appropriate therefor. No such entry shall be deemed an eviction of Lessee. All sums so paid by Lessor and all costs and expenses (including, without limitation, reasonable attorneys' fees and expense, in each case, to the extent permitted by law) so incurred, together with a late charge thereon (to the extent permitted by law) at the Overdue Rate from the date on which such sums or expenses are paid or incurred by Lessor, shall be paid by Lessee to Lessor on demand. The obligations of Lessee and rights of Lessor contained in this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 17 PURCHASE OF THE LEASED PROPERTY

In the event Lessee purchases the Leased Property from Lessor pursuant to any of the terms of this Lease, Lessor shall, upon receipt from Lessee of the applicable purchase price, together with full payment of any unpaid Rent due and payable with respect to any period ending on or before the date of the purchase, deliver to Lessee an appropriate special warranty deed or other instrument of conveyance conveying the entire interest of Lessor in and to the Leased Property to Lessee in the condition as received from Lessee, free and clear of all encumbrances other than (a) those that Lessee has agreed hereunder to pay or discharge, (b) those mortgage liens, if any, which Lessee has agreed in writing to accept and to take title subject to, (c) any other Encumbrances permitted to be imposed on the Leased Property under the provisions of Article 35 which are assumable at no cost to Lessee or to which Lessee may take subject without cost to Lessee, and (d) any matters affecting the Leased Property on or as of the Commencement Date. The difference between the applicable purchase price and the total of the encumbrances assigned or taken subject to shall be paid in cash to Lessor, or as Lessor may direct, in federal or other immediately available funds except as otherwise mutually agreed by Lessor and Lessee. The closing of any such sale shall be contingent upon and subject to Lessee obtaining all required governmental consents and approvals for such transfer and if such sale shall fail to be consummated by reason of the inability of Lessee to obtain all such approvals and consents, any options to extend the Term of this Lease which otherwise would have expired during the period from the date when Lessee elected or became obligated to purchase the Leased Property until Lessee's inability to obtain the approvals and consents is confirmed shall be deemed to remain in effect for thirty (30) days after the end of such period. All expenses of such conveyance, including, without limitation, the cost of title examination or standard coverage title insurance,

attorneys' fees incurred by Lessor in connection with such conveyance, and transfer taxes, shall be paid by Lessor, except that such charges shall be paid by Lessee in case of a sale pursuant to Section 15.3. Recording fees and similar charges shall be paid for by Lessee.

ARTICLE 18

HOLDING OVER

If Lessee shall for any reason remain in possession of the Leased Property after the expiration of the Term or any earlier termination of the Term hereof, such possession shall be as a tenancy at will during which time Lessee shall pay as rental each month, one and one-half times the aggregate of (a) one-twelfth of the aggregate Base Rent payable with respect to the last complete Lease Year prior to the expiration of the Term; (b) all Additional Charges accruing during the month and (c) all other sums, if any, payable by Lessee pursuant to the provisions of this Lease with respect to the Leased Property. During such period of tenancy, Lessee shall be obligated to perform and observe all of the terms, covenants and conditions of this Lease, but shall have no rights hereunder other than the right, to the extent given by law to month-to-month tenancies, to continue its occupancy and use of the Leased Property. Nothing contained herein shall constitute the consent, express or implied, of Lessor to the holding over of Lessee after the expiration or earlier termination of this Lease.

ARTICLE 19

ABANDONMENT

19.1 Discontinuance of Operations on the Leased Property; Offer to Purchase. If, in the good faith judgment of Lessee, the Leased Property becomes Unsuitable for Its Primary Intended Use, or Lessee has discontinued use of the Leased Property in its business operations or will discontinue such use within a period of one (1) year after the date of the Officer's Certificate hereinafter referred to and will not use the Leased Property for any of the purposes described in Section 7.2 within one year thereafter, all as set forth in an Officer's Certificate delivered to Lessor, Lessee, if Lessor has not terminated this Lease as provided in Section 15.1 may, at any time after the expiration of the tenth (10th) Lease Year, give Lessor notice of termination of this Lease as to the Leased Property accompanied by an offer to purchase the Leased Property on the first Base Rent Payment Date (the "Economic Termination Purchase Date") occurring not less than one hundred twenty (120) days after the date of such offer, for a purchase price equal to the Option Purchase Price.

19.2 Acceptance of Offer. If Lessor accepts such offer, or fails to reject the same by written notice given not less than thirty (30) days prior to the Economic Termination Purchase Date, Lessor shall, upon receipt from Lessee of the purchase price provided for above and any Rent due and payable under this Lease (excluding the installment of Base Rent due on the Economic Termination Purchase Date), convey the Leased Property to Lessee on the Economic Termination Purchase Date in accordance with the provisions of Article 17 and this Lease shall thereupon terminate as to the Leased Property.

19.3 Rejection of Offer. If Lessor rejects Lessee's offer to purchase the Leased Property, by written notice given not less than thirty (30) days prior to the Economic

Termination Purchase Date, and Lessee does not withdraw its offer to purchase the Leased Property within ten (10) days after Lessor so rejects Lessee's said offer, this Lease shall terminate as to the Leased Property on the Economic Termination Purchase Date, provided no Event of Default shall have occurred and be continuing.

19.4 No Rent after Purchase or Termination. Except as otherwise expressly provided herein, upon completion of the purchase of the Leased Property or the termination of this Lease, as the case may be, no Rent shall thereafter accrue under this Lease with respect to the Leased Property.

ARTICLE 20 **RISK OF LOSS**

During the Term of this Lease, the risk of loss or of decrease in the enjoyment and beneficial use of the Leased Property in consequence of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise, or in consequence of foreclosures, attachments, levies or executions (other than by Lessor and those claiming from, through or under Lessor) is assumed by Lessee and, Lessor shall in no event be answerable or accountable therefor nor shall any of the events mentioned in this Section entitle Lessee to any abatement of Rent except as specifically provided in this Lease.

ARTICLE 21 **INDEMNIFICATION**

Notwithstanding the existence of any insurance or self-insurance provided for in Article 12, and without regard to the policy limits of any such insurance or self-insurance, Lessee will protect, indemnify, save harmless and defend Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), to the extent permitted by law, imposed upon or incurred by or asserted against Lessor by reason of: (a) any accident, injury to or death of persons or loss of percentage to property occurring on or about the Leased Property or adjoining sidewalks, including without limitation any claims of malpractice, (b) any use, misuse, no use, condition, maintenance or repair by Lessee of the Leased Property, (c) any Impositions (which are the obligations of Lessee to pay pursuant to the applicable provisions of this Lease), (d) any failure on the part of Lessee to perform or comply with any of the terms of this Lease, and (e) the non-performance of any of the terms and provisions of any and all existing and future subleases of the Leased Property to be performed by the landlord (Lessee) thereunder. Any amounts which become payable by Lessee under this Section shall be paid within ten (10) days after liability therefor on the part of Lessor is determined by litigation or otherwise and, if not timely paid, shall bear a late charge (to the extent permitted by law) at the Overdue Rate from the date of such determination to the date of payment. Lessee, at its expense, shall contest, resist and defend any such claim, action or proceeding asserted or instituted against Lessor or may compromise or otherwise dispose of the same as Lessee sees fit. Nothing herein shall be construed as indemnifying Lessor against its own negligent acts or omissions or willful misconduct. Lessee's liability for a breach of the provisions of this Article shall survive any termination of this Lease.

ARTICLE 22
SUBLETTING AND ASSIGNMENT

22.1 Subletting and Assignment. Subject to the provisions of Section 22.3 below and any other express conditions or limitations set forth herein, Lessee may, with the consent of Lessor, assign this Lease or sublet all or any part of the Leased Property, which consent shall not be withheld unreasonably provided that (a) in the case of a subletting, the sublessee shall comply with the provisions of Section 22.2, (b) in the case of an assignment, the assignee shall assume in writing and agree to keep and perform all of the terms of this Lease on the part of Lessee to be kept and performed and shall be and become jointly and severally liable with Lessee for the performance thereof, provided, however, Lessor shall release Lessee of its obligations under the Lease if, in Lessor's commercially reasonable judgment, the assignee is in the same or better financial condition as Lessee at such time, (c) an original counterpart of each such sublease and assignment and assumption, duly executed by Lessee and such sublessee or assignee, as the case may be, in form and substance satisfactory to Lessor, shall be delivered promptly to Lessor, and (d) in case of either an assignment or subletting, Lessee shall remain primarily liable, as principal rather than as surety, for the prompt payment of the Rent and for the performance and observance of all of the covenants and conditions to be performed by Lessee hereunder; provided, however, Lessor shall release Lessee of its obligations under the Lease if, in Lessor's commercially reasonable judgment, the assignee is in the same or better financial condition as Lessee at such time.

22.2 Attornment. Lessee shall insert in each sublease permitted under Section 22.1 provisions to the effect that (a) such sublease is subject and subordinate to all of the terms and provisions of this Lease and to the rights of Lessor hereunder, (b) in the event this Lease shall terminate before the expiration of such sublease, the sublessee thereunder will, at Lessor's option, attorn to Lessor and waive any right the sublessee may have to terminate the sublease or to surrender possession thereunder, as a result of the termination of this Lease and (c) in the event the sublessee receives a written notice from Lessor or Lessor's assignees, if any, stating that Lessee is in default under this Lease, the sublessee shall thereafter be obligated to pay all rentals accruing under said sublease directly to the party giving such notice, or as such party may direct. All rentals received from the sublessee by Lessor or Lessor's assignees, if any, as the case may be, shall be credited against the amounts owing by Lessee under this Lease.

22.3 Sublease Limitation. Anything contained in this Lease to the contrary notwithstanding, Lessee shall not sublet the Leased Property on any basis such that the rental to be paid by the sublessee thereunder would be based, in whole or in part, on either (a) the income or profits derived by the business activities of the sublessee, or (b) any other formula such that any portion of the sublease rental received by Lessor would fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto.

ARTICLE 23
OFFICER'S CERTIFICATES, FINANCIAL STATEMENTS AND
FINANCIAL Covenants

(a) Officer's Certificates: At any time and from time to time within twenty (20) days following written request by Lessor, Lessee will furnish to Lessor an Officer's Certificate certifying that this Lease is unmodified and in full force and effect (or that this Lease is in full force and effect as modified and setting forth the modifications) and the dates to which the Rent has been paid. Any such Officer's Certificate furnished pursuant to this Article may be relied upon by Lessor and any prospective purchaser of the Leased Property.

(b) Financial Statements: Lessee will furnish to Lessor – along with an Officer's Certificate certifying that to the best of the signer's knowledge and belief after making due inquiry, Lessee is not in default in the performance or observance of any of the terms or covenants of this Lease or, if Lessee shall be in default to its knowledge, specifying all such defaults, the nature thereof and the steps being taken to remedy the same. Tenant will furnish the following financial statements:

(i) within ninety (90) days after the end of each of Lessee's fiscal years, a copy of Lessee's annual financial statements including evidence and calculations indicating compliance with the Financial Covenants outlined below,

(ii) within thirty (30) days after the end of each of Lessee's fiscal quarter, a copy of Lessee's quarterly financial statements including evidence and calculations indicating compliance with the Financial Covenants outlined below,

(iii) with reasonable promptness, such additional information, respecting the financial condition and affairs of Lessee as Lessor may reasonably request from time to time and as needed by Lessor for SEC filings.

(c) Financial Covenants: Lessee covenants that, during the Term of this Lease, as it may be extended, it will:

(i) maintain a combined EBITDA rent coverage ratio, tested on a rolling four quarter basis of 1.50;

(ii) maintain a combined EBITDAR rent coverage ratio, tested on a rolling four quarter basis of 2.00; and

(iii) spend at least \$0.50 per rentable square foot per year on capital improvements required to be made to the Leased Property increased annually by the CPI Increase. Lessor reserves the right

to require reserve funding should Lessee default in its covenant herein. Lessor and Lessee shall periodically, but not less than annually, review the capital expenditure funding amount and adjust as necessary to properly maintain the Leased Property.

ARTICLE 24
INSPECTION

Lessee shall permit Lessor and its authorized representatives to inspect the Leased Property during usual business hours subject to any security, health, safety or confidentiality requirements of Lessee, any governmental agency, any Insurance Requirements relating to the Leased Property, or imposed by law or applicable regulations.

ARTICLE 25
NO WAIVER

No failure by Lessor or Lessee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of full or partial payment of Rent during the continuance of any such breach, shall constitute a waiver of any such breach or any such term. To the extent permitted by law, no waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

ARTICLE 26
REMEDIES CUMULATIVE

To the extent permitted by law, each legal, equitable or contractual right, power and remedy of Lessor or Lessee now or hereafter provided either in this Lease or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy and the exercise or beginning of the exercise by Lessor or Lessee of any one or more of such rights, powers and remedies shall not preclude the simultaneous or subsequent exercise by Lessor or Lessee of any or all of such other rights, powers and remedies.

ARTICLE 27
SURRENDER

No surrender to Lessor of this Lease or of the Leased Property or any part of any thereof, or of any interest therein, shall be valid or effective unless agreed to and accepted in writing by Lessor and no act by Lessor or any representative or agent of Lessor, other than such a written acceptance by Lessor, shall constitute an acceptance of any such surrender.

ARTICLE 28
NO MERGER OF TITLE

There shall be no merger of this Lease or of the leasehold estate created hereby by reason of the fact that the same person, firm, corporation or other entity may acquire, own or hold,

directly or indirectly, (a) this Lease or the leasehold estate created hereby or any interest in this Lease or such leasehold estate and (b) the fee estate in the Leased Property.

ARTICLE 29
TRANSFERS BY LESSOR

If Lessor or any successor owner of the Leased Property shall convey the Leased Property in accordance with the terms hereof, other than security for a debt, and the grantee or transferee of the Leased Property shall expressly assume all obligations of Lessor hereunder arising or accruing from and after the date of such conveyance or transfer, and shall be reasonably capable of performing the obligations of Lessor hereunder, Lessor or such successor owner, as the case may be, shall thereupon be released from all future liabilities and obligations of the Lessor under this Lease arising or accruing from and after the date of such conveyance or other transfer as to the Leased Property and all such future liabilities and obligations shall thereupon be binding upon the new owner.

ARTICLE 30
QUIET ENJOYMENT

So long as Lessee shall pay all Rent as the same becomes due and shall fully comply with all of the terms of this Lease and fully perform its obligations hereunder, Lessee shall peaceably and quietly have, hold and enjoy the Leased Property for the Term hereof, free of any claim or other action by Lessor or anyone claiming by, through or under Lessor, but subject to all liens and encumbrances of record as of the date hereof or hereafter consented to by Lessee. No failure by Lessor to comply with the foregoing covenant shall give Lessee any right to cancel or terminate this Lease, or to fail to perform any other sum payable under this Lease, or to fail to perform any other obligation of Lessee hereunder. Notwithstanding the foregoing, Lessee shall have the right by separate and independent action to pursue any claim it may have against Lessor as a result of a breach by Lessor of the covenant of quiet enjoyment contained in this Article.

ARTICLE 31
NOTICES

All notices, demands, requests, consents, approvals and other communications hereunder shall be in writing and delivered or mailed (by registered or certified mail, return receipt requested and postage prepaid addressed to the respective parties, as follows:

if to Lessee: Amory Regional Medical Center, Inc.
 c/o Curae Health, Inc.
 1721 Midpark Road, Suite B-200
 Knoxville, TN 37921
 Attn: Stephen N. Clapp
 Phone: (865) 269-4074
 Fax: (865) 888-9328

with a copy to: Egerton, McAfee, Armistead & Davis, P.C.
 900 S. Gay Street, Suite 1400

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4832-1715-0535 v1

2933884-000002

Knoxville, TN 37902
Phone: (865) 546-0500
Fax: (865) 525-5293
Attn: William H. Kittrell

if to Lessor: CHCT Mississippi, LLC
3326 Aspen Grove Blvd. Suite 150
Franklin, Tennessee 37067
Attn.: Timothy Wallace, President
Phone: (615) 771-3052
Fax: (615) 771-3064

with a copy to: Baker Donelson Bearman Caldwell & Berkowitz,
P.C.
211 Commerce, Suite 800
Nashville, Tennessee 37201
Attn: John A. Gupton III
Phone: (615) 726-7351
Fax: (615) 744-7351

or to such other address as either party may hereafter designate, and shall be effective upon receipt.

ARTICLE 32

PURCHASE RIGHTS

32.1 First Refusal to Purchase. During the Term hereof, provided that Lessee is not in default at such time, Lessee shall have a first refusal option to purchase the Leased Property upon the same terms and conditions as Lessor, or its successors and assigns, shall offer to sell the Leased Property (subject to Lessee's right of first refusal), or shall have received an offer from a third party to purchase the Leased Property, which Lessor intends to accept (or has accepted subject to Lessee's right of first refusal herein). If, during the Term Lessor makes such an offer or reaches such agreement with a third party, Lessor shall promptly notify Lessee of the purchase price and all other material terms and conditions of such offer or agreement, and Lessee shall have thirty (30) days after receipt of such notice from Lessor within which time to exercise Lessee's option to purchase. If Lessee exercises its option, then such transaction shall be consummated within sixty (60) days after the date of receipt by Lessor of notice of such exercise in accordance with the terms and conditions set forth therein and in accordance with the provisions of Article 17 hereof to the extent not inconsistent herewith, on the first day of the first month after all permits, if any, for owning or operating the Leased Property have been obtained by Lessee, but in no event later than one hundred twenty (120) days after the date of receipt by Lessor of notice of the exercise by Lessee of this option. If Lessee shall not exercise Lessee's option to purchase within said thirty (30) day period after receipt of said notice from Lessor, Lessor shall be free for a period of one (1) year after the expiration of said thirty (30) day period to sell the Leased Property to any third party at a price and upon terms no less favorable to Lessor than those so offered to Lessee. Whether or not such sale is consummated, Lessee shall

be entitled to exercise its right of first refusal as provided in this section, as to any subsequent sale of the Leased Property during the Term of this Lease.

32.2 Lessee's Option to Purchase the Leased Property. From and after the first day of the fifth (5th) Lease Year, effective on not less than ninety (90) days' prior written notice given at any time prior to the expiration of the Term of this Lease, Lessee shall have the option to purchase all (but not less than all) of the Leased Properties then leased by Lessee or an affiliate of Lessee from Lessor or an Affiliate of Lessor, for an amount equal to the investment Lessor has in the Leased Properties (as may be increased under the Lease) increased by a compounded rate of two percent (2%) per annum from Lease inception to the date of purchase (the "Option Purchase Price"). Lessor's investment in the Leased Properties consists of (i) the Purchase Price and cost of acquisition; (ii) capital improvements; (iii) unreimbursed costs of repair and maintenance; (iv) unreimbursed financing costs of Lessee's construction or retrofitting; and (v) any other costs to or for the benefit of the Leased Properties not reimbursed by Lessee.

ARTICLE 33 **DEFAULT BY LESSOR**

33.1 Default by Lessor. Lessor shall be in default of its obligations under this Lease if Lessor shall fail to observe or perform any term, covenant or condition of this Lease on its part to be performed and such failure shall continue for a period of thirty (30) days after notice thereof from Lessee, unless such failure cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Lessor, within said thirty (30) day period, proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof. The time within which Lessor shall be obligated to cure any such failure shall also be subject to extension of time due to the occurrence of any Unavoidable Delay. In the event Lessor fails to cure any such default within the grace period described above, Lessee, without waiving or releasing any obligations hereunder, and in addition to all other remedies available to Lessee hereunder or at law or in equity, may purchase the Leased Property from Lessor for the Option Purchase Price. In the event Lessee elects to purchase the Leased Property, it shall deliver a notice thereof to Lessor specifying a payment date occurring no less than ninety (90) days subsequent to the date of such notice on which it shall purchase the Leased Properties, and the same shall be thereupon conveyed in accordance with the provisions of Article 38.

33.2 Lessee's Right to Cure. Subject to the provisions of Section 34.1, if Lessor shall breach any covenant to be performed by it under this Lease, Lessee, after notice to and demand upon Lessor in accordance with Section 34.1, without waiving or releasing any obligation of Lessor hereunder, and in addition to all other remedies available hereunder and at law or in equity to Lessee, may (but shall be under no obligation at any time thereafter to) make such payment or perform such act for the account and at the expense of Lessor. All sums so paid by Lessee and all costs and expenses (including without limitation, reasonable attorneys' fees) so incurred, together with interest thereon at the Overdue Rate from the date on which such sums or expenses are paid or incurred by Lessee, shall be paid by Lessor to Lessee on demand. The rights of Lessee hereunder to cure and to secure payment from Lessor in accordance with this Section 34.2 shall survive the termination of this Lease.

ARTICLE 34
ARBITRATION

34.1 Controversies. Except with respect to the payment of Base Rent hereunder, in case any controversy shall arise between the parties hereto as to any of the requirements of this Lease or the performance thereof, which the parties shall be unable to settle by agreement or as otherwise provided herein, such controversy shall be determined by arbitration to be initiated and conducted as provided in this Article 34.

34.2 Appointment of Arbitrators. The party or parties requesting arbitration shall serve upon the other a demand therefor, in writing, specifying the matter to be submitted to arbitration, and nominating some competent disinterested person to act as an arbitrator. Within twenty (20) days after receipt of such written demand and notification, the other party shall, in writing, nominate a competent disinterested person and the two (2) arbitrators so designated shall, within ten (10) days thereafter, select a third arbitrator and give immediate written notice of such selection to the parties and shall fix in said notice a time and place for the first meeting of the arbitrators, which meeting shall be held as soon as conveniently possible after the selection of all arbitrators, at which time and place the parties to the controversy may appear and be heard.

34.3 Third Arbitrator. In case the notified party or parties shall fail to make a selection upon notice, as aforesaid, or in case the first two (2) arbitrators selected shall fail to agree upon a third arbitrator within ten (10) days after their selection, then such arbitrator or arbitrators may, upon application made by either of the parties to the controversy, after twenty (20) days' written notice thereof to the other party or parties, be appointed by any judge of any United States court of record having jurisdiction in the state in which the Leased Property is located or, if such office shall not then exist, by a judge holding an office most nearly corresponding thereto.

34.4 Arbitration Procedure. Said arbitrators shall give each of the parties not less than ten (10) days' written notice of the time and place of each meeting at which the parties or any of them may appear and be heard and after hearing the parties in regard to the matter in dispute and taking such other testimony and making such other examinations and investigations as justice shall require and as the arbitrators may deem necessary, they shall decide the questions submitted to them. The decision of said arbitrators in writing signed by a majority of them shall be final and binding upon the parties to such controversy. In rendering such decisions and award, the arbitrators shall not add to, subtract from or otherwise modify the provisions of this Lease.

34.5 Expenses. The expenses of such arbitration shall be divided between Lessor and Lessee unless otherwise specified in the award. Each party in interest shall pay the fees and expenses of its own counsel.

ARTICLE 35
FINANCING OF THE LEASED PROPERTY

Lessor agrees that, if it grants or creates any mortgage, lien, encumbrance or other title retention agreement ("Encumbrances") upon the Leased Property, Lessor shall cause the holder

of each such Encumbrance to simultaneously agree (a) to give Lessee the same notice, if any, given to Lessor of any default or acceleration of any obligation underlying any such Encumbrance or any sale in foreclosure of such Encumbrance, (b) to permit Lessee to cure any such default on Lessor's behalf within any applicable cure period, in which event Lessor agrees to reimburse Lessee for any and all out-of-pocket costs and expenses incurred to effect any such cure (including reasonable attorneys' fees), (c) to permit Lessee to appear with its representatives and to bid at any foreclosure sale with respect to any such Encumbrance and (d) to enter into an agreement with Lessee containing the provisions described in Article 36 of this Lease.

ARTICLE 36

SUBORDINATION AND NON-DISTURBANCE

At the request from time to time by one or more institutional holders of a mortgage or deed of trust that may hereafter be placed upon the Leased Property or any part thereof, and any and all renewals, replacements, modifications, consolidations, spreaders and extensions thereof, Lessee will subordinate this Lease and all of Lessee's rights and estate hereunder to each such mortgage or deed of trust and agree with each such institutional holder that Lessee will attorn to and recognize such holder or the purchaser at any foreclosure sale or any sale under a power of sale contained in any such mortgage or deed of trust, as the case may be, as Lessor under this Lease for the balance of the Term then remaining, subject to all of the terms and provisions of this Lease; provided, however, that each such institutional holder simultaneously executes, delivers and records a written agreement (a) consenting to this Lease and agreeing that, notwithstanding any such other lease, mortgage, deed of trust, right, title or interest, or any default, expiration, termination, foreclosure, sale, entry or other act or omission under, pursuant to or affecting any of the foregoing, Lessee shall not be disturbed in peaceful enjoyment of the Leased property nor shall this Lease be terminated or canceled at any time, except in the event Lessor shall have the right to terminate this Lease under the terms and provisions expressly set forth herein; (b) agreeing that for any period while it is Lessor hereunder, it will perform, fulfill and observe all of Lessor's representations, warranties and agreements set forth herein; and (c) agreeing that all proceeds of the casualty insurance described in Article 14 of this Lease and all Awards described in Article 15 will be made available to Lessor for restoration of the Leased Property as and to the extent required by this Lease, subject only to reasonable regulation regarding the disbursement and application thereof.

ARTICLE 37

MISCELLANEOUS

37.1 General. Anything contained in this Lease to the contrary notwithstanding, all claims against, and liabilities of, Lessee or Lessor arising prior to any date of termination of this Lease shall survive such termination. If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term or provision shall not be affected thereby. If any late charges provided for in any provision of this Lease are based upon a rate in excess of the maximum rate permitted by applicable law, the parties agree that such charges shall be fixed at the maximum permissible rate. Neither this Lease nor any provision hereof may be changed, waived, discharged or terminated except by an instrument in writing and in recordable form signed by Lessor and

Lessee. All the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The headings in this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Lease shall be governed by and construed in accordance with the laws of Tennessee but not including its conflict of laws rules. This Lease shall not be binding upon Lessor until both Lessee and Lessor have executed this Lease and Lessor has delivered an executed original Lease executed by the parties to Lessee.

37.2 Transfer of Licenses. Upon the expiration or earlier termination of the Term, Lessee shall use its best efforts to transfer to Lessor or Lessor's nominee all licenses, operating permits and other governmental authorizations and all contracts, including contracts with governmental or quasi-governmental entities which may be necessary or useful in the operation of the Leased Property.

37.3 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original copy but which shall constitute one instrument. Furthermore, the parties agree that (i) this Lease may be transmitted between them by facsimile machine or email, (ii) that this Lease may be executed by facsimile or e-mail signatures, (iii) that facsimile or e-mail signatures shall have the effect of original signatures, and (iv) that a faxed or e-mailed Lease containing the signatures (original, faxed, or e-mailed) of all the parties hereto shall be binding on a party when the signature page of such party is transmitted to the other party hereto accompanied by instructions to insert same into a complete original of this Lease.

37.4 Confidentiality. Lessor and Lessee, and each of its respective principals, agents, employees and attorneys, agree to use commercially reasonable efforts to keep the financial terms of this Lease strictly confidential, and shall not disclose, directly or indirectly, those terms to any other person or entity without first obtaining the prior written consent of the other party; provided, however, that consent shall not be required for any disclosure: (i) to a Party's officers, directors, employees, lenders, accountants, attorneys or current or potential investors in or purchasers of a Party's business; or (ii) compelled by applicable laws, regulations or court orders. This confidentiality provision shall apply to the receipt of any confidential financial information or business records either Party may receive from the other.

37.5 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Mississippi.

37.6 Representation of Anti-Terrorism Compliance. Lessee hereby represents and warrants to Lessor that Lessee is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction or dealing with any prohibited Person, including the making or receiving or any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13221; (4) engaging in or conspiring to engage in any transaction that evades or avoids, or had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or

(5) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "Antiterrorism Law" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 100', and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism" "Prohibited Person" is defined as (1) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Lessee or Lessor is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office Of Foreign Assets Control as its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56).

ARTICLE 38
MEMORANDUM OF LEASE

Lessor and Lessee shall, promptly upon the request of either, enter into a short form memorandum of this Lease, in form suitable for recording under the laws of the state in which the Leased Property is located in which reference to this Lease, and all options contained herein, shall be made.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed and effective as of the date of the last party hereto to execute this Lease.

LESSOR:

CHCT Mississippi, LLC

By: Community Healthcare Trust Services, Inc.,
a Tennessee corporation, its Manager


By: 
W. Page Barnes, Executive Vice President

Date: May 1-2017

IN WITNESS WHEREOF, the parties have caused this Lease to be executed and effective as of the date of the last party hereto to execute this Lease.

LESSEE:

Batesville Regional Medical Center, Inc.

By: 
Stephen N. Clapp, President

Date: 5/1/17

EXHIBIT A

Property Description

205 Medical Center Dr., Batesville, MS

A PART OF LOT 1, MEDICAL CENTER ADDITION, AS SHOWN BY THE PLAT THEREOF RECORDED AT SLIDE 178 OF THE RECORDS OF MAPS AND PLATS OF LAND IN THE PLAT CABINET IN THE BATESVILLE OFFICE OF THE CHANCERY CLERK OF PANOLA COUNTY, MISSISSIPPI, AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE N88°26'09"E 224.52', THENCE S01°36'10"E 327.99', THENCE S88°23'50"W 231.25', THENCE N00°25'41" W328.22' TO THE POINT OF BEGINNING. CONTAINING 1.72 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

EXHIBIT B

Permitted Exceptions

1. County and City taxes and assessments for the year 2017 and subsequent years and not yet due and payable.
2. Terms, conditions and covenants contained in Warranty Deed to Batesville HMA Development, LLC from City of Batesville, Mississippi, a municipal corporation dated October 17, 2012, filed of record October 17, 2012 and recorded in Book 2012 Page 3342.
3. Terms, conditions, covenants and easements contained on Plat filed of record and recorded in Plat Slide 178.
4. Utility Agreement between Batesville HMA Development, LLC and City of Batesville, Mississippi dated October 17, 2012, filed of record October 17, 2012 and recorded in Book 2012 Page 3346.
5. Terms and conditions contained in Re-Purchase Agreement between City of Batesville, Mississippi and Batesville HMA Development, LLC dated October 17, 2012, filed of record October 17, 2012 and recorded in Book 2012 Page 3351.
6. Terms, conditions and covenants contained in Deed of Exchange between Mississippi Transportation Commission and City of Batesville, Mississippi dated September 16, 2003, filed of record October 6, 2003 and recorded in Book J-10 Page 177.
7. Terms, conditions and release of damages in Warranty Deed to State Highway Commission of Mississippi dated March 20, 1974, filed of record June 20, 1974 and recorded in Book J-3 Page 124.
8. Terms conditions and release of damages in Warranty Deed to State Highway Commission of Mississippi filed of record November 12, 1960 and recorded in Book V-1 Page 137.
9. Matters reflected on survey by Blew & Associates, PA dated March 13, 2017, last revised March 23, 2017, and designated as Job No. 17-03-002.
10. Terms and conditions of that certain lease agreement between NW Alabama Real Estate, LLC and CHCT Mississippi, LLC dated May 1, 2017.

EXHIBIT C

Leased Property

A PART OF LOT 1, MEDICAL CENTER ADDITION, AS SHOWN BY THE PLAT THEREOF RECORDED AT SLIDE 178 OF THE RECORDS OF MAPS AND PLATS OF LAND IN THE PLAT CABINET IN THE BATESVILLE OFFICE OF THE CHANCERY CLERK OF PANOLA COUNTY, MISSISSIPPI, AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE N88°26'09"E 224.52', THENCE S01°36'10"E 327.99', THENCE S88°23'50"W 231.25', THENCE N00°25'41" W328.22' TO THE POINT OF BEGINNING. CONTAINING 1.72 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

EXHIBIT D

Base Rent Schedule

205 Medical Center Dr., Batesville, MS	\$4.6778 per sf	9,263.07 sf	\$43,330.56/yr	\$3,610.88/month
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GUARANTY

GUARANTY OF OBLIGATIONS PURSUANT TO MASTER LEASE AGREEMENT

The undersigned, **Curae Health, Inc.**, ("Guarantor"), as a material and necessary inducement to **CHCT Mississippi, LLC**, a Delaware limited liability company (the "Lessor"), to enter into a Master Lease Agreement of even date herewith (the "Lease") with **Batesville Regional Medical Center, Inc.** (the "Lessee") affecting the lease by the Lessor to the Lessee of a medical building located on the real property described in Exhibit "A" (the "Property"), hereby represents, warrants, covenants and agrees as follows:

1. Guarantor hereby irrevocably guarantees to the Lessor the payment when due of all rent and all other sums payable by Lessee under the Lease and the faithful and prompt performance when due of each and every one of the terms, conditions and covenants to be kept and performed by the Lessee under the Lease, and any and all amendments, extensions and renewals of the Lease. In the event of the failure of the Lessee to pay any such rent or other sums, or to render any other performance required of the Lessee under the Lease, if and when due, the Guarantor shall forthwith perform all provisions of the Lease to be performed by the Lessee thereunder. It is understood and agreed that the aggregate amount of the obligations guaranteed hereby may not exceed the amount which accrues under the Lease, provided that the Guarantor shall be obligated to pay for all reasonable costs and expenses that are incurred by the Lessor in enforcing this Guaranty.

2. In such manner, upon such terms and at such times as the Lessor in its sole discretion deems necessary or expedient, and without notice to or consent by the Guarantor, which notice and consent are hereby expressly waived by the Guarantor, the Lessor may alter, compromise, accelerate, extend or change the time or manner for the payment or the performance of any obligation hereby guaranteed, release the Lessee by consent to any assignment (or otherwise) as to all or any portion of the obligations hereby guaranteed, release, substitute or add any one or more guarantors, accept additional or substituted security for any obligation secured hereby, release or subordinate any security for any obligation secured hereby or release or substitute the Property now or hereafter covered by the Lease for any other facility. No exercise or non-exercise by the Lessor of any right hereby given the Lessor (or neglect or delay in connection therewith), no dealing by the Lessor with the Guarantor or any other guarantor or any other person, and no change, impairment, release or suspension of any right or remedy of the Lessor against any person, including the Lessee and any other guarantor, shall in any way affect any of the obligations of the Guarantor hereunder or any security furnished by the Guarantor or give the Guarantor any recourse or offset against the Lessor. If the Lessor has exculpated the Lessee from personal liability in whole or in part, said exculpation shall not affect the obligations of the Guarantor hereunder, it being understood that the Guarantor's obligations hereunder are independent of the obligations of the Lessee and are to be construed as if no such exculpation had been given to the Lessee by the Lessor. It is further understood and agreed that if any such exculpation has been or at any time hereafter is given to the Lessee, the Lessor has done or will do so in reliance upon the agreements of the Guarantor expressed herein.

3. In addition to and without derogation of or limitation on any liens and rights of setoff given to Lessor by law against any property of Lessee or of Guarantor, Lessor shall have a general lien on and security interest in and a right of setoff against all property of Guarantor now or hereafter in the possession of or under the control of Lessor whether held in a general or special account, on deposit, held for safekeeping or otherwise in the possession of or under the control of Lessor. Each such lien, security interest and right of setoff may be enforced or exercised without demand upon or notice to Guarantor, shall continue in full force unless specifically waived or released by Lessor in writing and shall not be deemed waived by any conduct of Lessor, by any failure of Lessor to exercise any such right of setoff or to enforce any such lien or security interest or by any neglect or delay in so doing.

4. Subject to the provisions of the last sentence of this Section, the Guarantor hereby waives and relinquishes all rights and remedies accorded by applicable law to sureties and/or guarantors or any other accommodation parties, under any statutory provisions, common law or any other provision of law, custom or practice, and agrees not to assert or take advantage of any such rights or remedies including, but not limited to, (a) any right to require the Lessor to proceed against the Lessee or any other person or to proceed against or exhaust any security held by Lessor at any time or to pursue any other remedy in the Lessor's power before proceeding against the Guarantor; (b) any defense that may arise by reason of incapacity, lack of authority, insolvency, bankruptcy, death or disability of any other person or persons or the failure of the Lessor to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons; (c) any defense arising because of the Lessor's election, in any proceeding instituted under the Federal Bankruptcy Code, together with all amendments and revisions thereto (the "Bankruptcy Code"), of the application of Section 1111(b)(2) of the Bankruptcy Code; (d) any defense based on any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code; (e) any duty on the part of Lessor to disclose to Guarantor any facts Lessor may now or hereafter know about Lessee, regardless of whether Lessor has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that the undersigned is fully responsible for being and keeping informed of the financial condition of Lessee and of all circumstances bearing on the risk of non-payment or non-performance of any obligations or indebtedness hereby guaranteed; or (f) any amendment, extension or renewal of the Lease. The Guarantor hereby waives all notices of acceptance of this Guaranty, protest, notice of intention to accelerate (and notice of such acceleration), demand and dishonor, presentment, and all other demands of any kind now or hereafter provided for by any statute or rule of law. Notwithstanding anything to the contrary in this Guaranty, the Guarantor shall have as a defense to payment or performance hereunder each and every defense, real and personal, which the Lessee may have to the payment or performance under the Lease, it being the intention of the Guarantor and the Lessor that the Guarantor's obligations hereunder shall not be greater, more burdensome or otherwise different from the Lessee's obligations under the Lease.

5. Until all obligations of the Lessee under the Lease have been satisfied and discharged in full, the Guarantor shall have no right of subrogation and hereby waives any right to enforce any remedy which the Lessor now has or may hereafter

have against the Lessee and any benefit of, and any right to participate in, any security now or hereafter held by the Lessor with respect to the Lease.

6. All existing and future obligations or indebtedness of Lessee to Guarantor are hereby subordinated to all indebtedness and other obligations hereby guaranteed. Upon the occurrence of an Event of Default under and as defined under the Lease, such subordinated indebtedness and capital shall not be paid or withdrawn in whole or in part and at Lessor's request, Guarantor shall cause Lessee to pay to Lessor on account of the guaranteed indebtedness all or any part of such subordinated indebtedness and any capital which Guarantor is entitled to withdraw. Any such payment by Lessee in violation of this guaranty shall be received by Guarantor in trust for Lessor, and Guarantor shall cause the same to be paid to Lessor immediately on account of the indebtedness of Lessee to Lessor. No such payment shall reduce or affect in any manner the liability of Guarantor under this guaranty.

7. Notwithstanding any modification or discharge of the obligations guaranteed hereby (or any part thereof) or any amendment, modification, rearrangement, stay, or cure of any of the Lessor's rights, remedies or recourses under the Lease which may occur in any bankruptcy or reorganization case or proceeding concerning the Lessee, whether permanent or temporary, and whether or not assented to by the Lessor, the Guarantor hereby agrees that the Guarantor shall be obligated under this Guaranty to pay and perform all of the obligations guaranteed hereby in accordance with the respective terms of the Lease and of this Guaranty in effect on the date hereof. The Guarantor understands and acknowledges that, by virtue of this Guaranty, the Guarantor has specifically assumed any and all risk of a bankruptcy, reorganization, or other case or proceeding under any of the Debtor Relief Laws (as hereinafter defined) with respect to the Lessee. The term "Debtor Relief Laws," as used in this Guaranty, shall mean the Bankruptcy Code or any other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, suspension of payments, or similar debtor relief law from time to time in effect which affects the rights of creditors generally.

8. With or without notice to the Guarantor, the Lessor, in the Lessor's sole discretion and at any time and from time to time and in such manner and upon such terms as the Lessor deems fit, may (a) apply any or all payments or recoveries from the Lessee or from any other guarantor under any other instrument or realized from any security, in such manner and order of priority as the Lessor may determine, to any indebtedness or other obligation of the Lessee with respect to the Lease, whether or not such indebtedness or other obligation is guaranteed hereby or is otherwise secured or is due at the time of such application, and (b) refund to the Lessee any payment received by the Lessor under the Lease.

9. The amount of the Guarantor's liability and all rights, powers and remedies of the Lessor hereunder and under any other agreement now or at any time hereafter in force between Lessor and Guarantor, including any other guaranty executed by Guarantor relating to any indebtedness or other obligation of any lessee to Lessor, shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to the Lessor by law. This Guaranty is in addition to and exclusive of the guaranty of any other guarantor of any indebtedness of the Lessee to the Lessor.

10. The obligations of the Guarantor hereunder are primary, direct and independent of the obligations of the Lessee and, in the event of any default by the

Lessee under the Lease (beyond any period of cure provided therein), a separate action may be brought and prosecuted against the Guarantor whether or not the Lessee is joined therein or a separate action is brought against the Lessee. The Lessor may maintain successive actions for other defaults. The Lessor's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all indebtedness and obligations, the payment and performance of which are hereby guaranteed, have been paid and fully performed.

11. The Guarantor shall pay to the Lessor all reasonable attorneys' fees and all costs and expenses which the Lessor expends or incurs in enforcing performance of any indebtedness or other obligation hereby guaranteed or in enforcing this Guaranty against the Guarantor, whether or not suit is filed, expressly including but not limited to all costs, reasonable attorneys' fees and expenses incurred by the Lessor in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving the Guarantor which in any way affects the exercise by the Lessor of its rights and remedies hereunder.

12. The most recent financial statements certified by the chief executive officer of the Guarantor and if is available and in Guarantor's possession or control audited financial statements heretofore delivered to the Lessor, if any, have been prepared in accordance with generally accepted accounting principles and fairly present the financial condition of the Guarantor as of the date thereof and no material adverse change has occurred in the financial condition of Guarantor since the respective dates thereof. Guarantor upon request of Lessor shall deliver to Lessor its most recent financial statement in accordance with the first sentence hereof but not more often than annually; provided, however, if an Event of Default under the Lease occurs Guarantor shall deliver to Lessor financial statements in accordance with the first sentence hereof at such times as Lessor shall request.

13. If any provision or portion thereof of this Guaranty is declared or found by a court of competent jurisdiction to be unenforceable or null and void, such provision or portion thereof shall be deemed stricken and severed from this Guaranty, and the remaining provisions and portions thereof shall continue in full force and effect.

14. This Guaranty shall inure to the benefit of the Lessor, its successors and assigns, and any subsequent owners of the Property who succeed to all or any portion of the Lessor's obligations and rights under the Lease, and shall bind the heirs, executors, administrators, personal representatives, successors and assigns of the Guarantor; provided that the Guarantor may not, without the Lessor's prior written consent, assign or transfer any of its powers, duties or obligations under this Guaranty. This Guaranty may be assigned by the Lessor with respect to all or any portion of the indebtedness or obligations hereby guaranteed to any subsequent owners or encumbrances of the Property, and when so assigned the Guarantor shall be liable to the assignees under this Guaranty without in any manner affecting the liability of the Guarantor hereunder with respect to any indebtedness or obligations retained by the Lessor.

15. Neither any provision of this Guaranty nor any right of either the Lessor or the Guarantor hereunder can be waived in whole or in part nor can the Guarantor be released from the Guarantor's obligations hereunder except by a writing duly executed by an authorized officer of the waiving or releasing party.

16. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever. The term "Lessee" as used herein shall mean the party herein so named and its successors including, but not limited to, a debtor in possession under Chapter 11 of the Bankruptcy Code.

17. EXCEPT WHERE FEDERAL LAW IS APPLICABLE AND UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE. The Guarantor hereby: (a) irrevocably submits to the non-exclusive jurisdiction of the state and federal courts of the State of Tennessee in any legal proceeding arising out of, or in connection with, this Guaranty, the Lease and the obligations guaranteed hereby as provided for by Tennessee law; and (b) irrevocably consents to the service of process upon the Guarantor by the mailing of copies thereof by certified mail, return receipt requested, postage prepaid, to the Guarantor at GUARANTOR ADDRESS, Attention: General Counsel, or such other address of which the Guarantor shall notify the Lessor in writing. Nothing herein shall affect the rights of the Lessor to commence legal proceedings or otherwise proceed against the Guarantor in any jurisdiction or to serve process in any manner permitted by applicable law, and nothing herein shall constitute a general consent to jurisdiction or service of process.

18. **THIS GUARANTY REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

EXECUTED as of May 1, 2017.

GUARANTOR:

CURAE HEALTH, INC.

By:


Stephen N. Clapp, President

Exhibit "A"

Known as 205 Medical Center Dr., Batesville, MS

A PART OF LOT 1, MEDICAL CENTER ADDITION, AS SHOWN BY THE PLAT THEREOF RECORDED AT SLIDE 178 OF THE RECORDS OF MAPS AND PLATS OF LAND IN THE PLAT CABINET IN THE BATESVILLE OFFICE OF THE CHANCERY CLERK OF PANOLA COUNTY, MISSISSIPPI, AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE N88°26'09"E 224.52', THENCE S01°36'10"E 327.99', THENCE S88°23'50"W 231.25', THENCE N00°25'41" W328.22' TO THE POINT OF BEGINNING. CONTAINING 1.72 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

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MASTER LEASE

**CHCT MISSISSIPPI, LLC,
a Delaware limited liability company,
Lessor**

AND

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

Dated November 1, 2017

MASTER LEASE

This Master Lease (this "Lease") is dated as of November 1, 2017, and is between **CHCT MISSISSIPPI, LLC** ("Lessor"), a Delaware limited liability company, having its principal office at 3326 Aspen Grove Drive, Suite 150, Franklin, Tennessee 37067 and **Batesville Regional Medical Center, Inc.**, ("Lessee"), having its principal office at c/o Curae Health, Inc., 121 Lemart Street, Clinton, TN 37716-2632.

ARTICLE 1 LEASED PROPERTY; TERM

Upon and subject to the terms and conditions hereinafter set forth, Lessor leases to Lessee and Lessee rents from Lessor all of Lessor's rights and interest in and to the following real and personal property (collectively, the "Leased Property"):

- (a) the real property described on **Exhibit A** attached hereto (the "Land");
- (b) all buildings, structures, Fixtures (as hereinafter defined) and other improvements of every kind including, but not limited to, alleyways and connecting tunnels, sidewalks, utility pipes, conduits and lines (on-site and off-site), parking areas and roadways appurtenant to such buildings and structures presently or hereafter situated upon the Land, and Capital Additions financed by Lessor (collectively, the "Leased Improvements");
- (c) all easements, rights and appurtenances relating to the Land and the Leased Improvements
- (d) all Personal Property (as such term is defined in that certain Bill of Sale and Assignment, dated as of the date hereof, from Lessee to Lessor); and
- (e) all permanently affixed equipment, machinery, fixtures, and other items of real and/or personal property, including all components thereof, now and hereafter located in, on or used in connection with, and permanently affixed to or incorporated into the Leased Improvements, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment, and built-in oxygen and vacuum systems, all of which, to the greatest extent permitted by law, are hereby deemed-by the parties hereto to constitute real estate, together with all replacements, modifications, alterations and additions thereto, but specifically excluding all items included within the category of Lessee's Personal Property as defined in Article 2 below (collectively the "Fixtures").

SUBJECT, HOWEVER, to the matters set forth on **Exhibit B** attached hereto (the "Permitted Exceptions"); to have and to hold for (a) a fixed term (the "Fixed Term") commencing on the Closing Date as defined in the Purchase and Sale Agreement defined herein

(the "Commencement Date") and ending at midnight on the last day of the one hundred and eightieth (180th) month after the Commencement Date. During the Term, Lessee shall have two (2) options of sixty (60) months each (collectively, the "Renewal Option") exercisable upon one hundred eighty (180) days' written notice prior to the expiration of the Term, provided Lessee is not in default at the time of the exercise of the Renewal Option and at the date of the commencement of the Renewal Option beyond any applicable cure periods. The Renewal Option shall be upon the same terms, covenants and conditions of the Lease, including, but not limited to, all the provisions of Article 3.

ARTICLE 2

DEFINITIONS

For all purposes of this Lease, except as otherwise expressly provided or unless the context otherwise requires, (a) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular, (b) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as at the time applicable, (c) all references in this Lease to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Lease, and (d) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision:

ADA: means the Americans with Disabilities Act and its regulations (as interpreted by judicial and administrative decisions).

Additional Charges: As defined in Section 3.2.

Affiliate: When used with respect to any corporation, the term "Affiliate" shall mean any person which, directly or indirectly, controls or is controlled by or is under common control with such corporation. For the purposes of this definition, "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, through the ownership of voting securities, partnership interests or other equity interests. Notwithstanding anything herein to the contrary, Lakeland Community Hospital, Northwest Medical Center and Russellville Hospital shall be an Affiliate of each other for purposes of the terms of this Lease.

Award: means all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation.

Base Rent: As defined in Section 3.1(a).

Base Rent Adjustment: As defined in Section 3.1(b).

Business Day: Each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which national banks in the City of Nashville, Tennessee are authorized, or obligated, by law or executive order, to close.

Code: The Internal Revenue Code of 1986, as amended.

Commencement Date: As defined in Article 1.

Condemnation: means (i) the exercise of any governmental power, whether by legal proceedings or otherwise, by a Condemnor or (ii) a voluntary sale or transfer by Lessor to any Condemnor, either under threat of Condemnation or while legal proceedings for Condemnation are pending.

Condemnor: means any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

CPI: The Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, US City Average, All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (1982-84 = 100), or if such index is not available, a comparable index selected by Lessor which is published by a governmental institution or a nationally recognized publisher of statistical information.

CPI Increase: The amount obtained by multiplying (a) the Base Rent then payable under the Lease, by (b) the percentage increase between the CPI last published prior to the first day of the then applicable Fiscal Year and the CPI last published prior to the first day of the then immediately preceding Fiscal Year. The CPI Increase for each Lease Year shall be calculated on and as of the first day of the then current Fiscal Year. Notwithstanding the above, the CPI Increase for any Lease year will not be less than one and one-half percent (1.5%) nor greater than two and nine tenths percent (2.9%) of the then existing Base Rent.

Credit Enhancements: All security deposits, security interests, letters of credit, pledges, prepaid rent or other sums, deposits or interests held by Lessee, if any, with respect to the Leased Property.

Date of Taking: means the date the Condemnor has the right to possession of the property being condemned.

EBITDA: Earnings before the deduction of interest, taxes, depreciation and amortization all as determined in accordance with GAAP.

EBITDAR: Earnings before the deduction of interest, taxes, depreciation, amortization and rent all as determined in accordance with GAAP.

Economic Termination Purchase Date: As defined in Section 20.1

Encumbrance: As defined in Article 35.

Environmental Laws: mean any law relating to environmental conditions and industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended,

the Hazardous Materials Transportation Act, as amended, the Federal Water Pollution Control Act, as amended, the Clean Air Act, as amended, the Clean Water Act, as amended, the Toxic Substances Control Act, as amended, the Safe Drinking Water Act, as amended, the Emergency Protection and Community Right to Know Act, as amended, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, the Oil Pollution Act of 1990, as amended, and all similar federal, state and local environmental statutes, ordinances and the regulations, orders, or decrees now or hereafter promulgated thereunder.

Event of Default: As defined in Section 15.1.

Facility Mortgage: As defined in Section 12.1.

Facility Mortgagee: As defined in Section 12.1.

Financial Covenants: As defined in Section 23(c).

First Refusal to Purchase: As defined in Section 32.1.

Fiscal Year: The twelve (12) month period from January 1 to December 31.

Fixed Term: As defined in Article 1.

Fixtures: As defined in Article 1.

GAAP: Generally accepted accounting principles in the United States as in effect from time to time and applied consistently throughout the periods involved.

Guarantor: Curae Health, Inc.

Guaranty: That certain Guaranty Agreement to be dated on or about _____, 2017 executed and delivered by Guarantor to Lessor, pursuant to the terms of which Guarantor has unconditionally and irrevocably guaranteed the full, faithful and complete performance of each of Lessee's obligations under this Lease and each of the obligations of Lessee, Guarantor or any Affiliate of Lessee or Guarantor to Lessor.

Impositions: Collectively, all taxes (including, without limitation, all capital stock and franchise taxes of Lessor, all ad valorem, sales and use, single business, gross receipts, transaction privilege, rent or similar taxes), assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Term), ground rents, water, sewer or other rents and charges, excises, tax levies, fees (including, without limitation, license, permit, inspection, authorization and similar fees), and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Leased Property and/or the Rent (including all interest and penalties thereon due to any failure in payment by Lessee), which at any time prior to, during or in respect of the Term hereof may be assessed or imposed on or in respect of or be a lien upon (a) Lessor or Lessor's interest in the Leased Property, (b) the Leased Property or any part thereof or any rent

therefrom or any estate, right, title or interest therein, or (c) any occupancy, operation, use or possession of, sales from, or activity conducted on, or in connection with, the Leased Property or the leasing or use of the Leased Property or any part thereof; provided, however, nothing contained in this Lease shall be construed to require Lessee to pay (1) any tax based on net income (whether denominated as a franchise or capital stock or other tax) imposed on Lessor, or (2) any transfer or net revenue tax of Lessor, or (3) any tax imposed with respect to the sale, exchange or other disposition by Lessor of any portion of the Leased Property or the proceeds thereof, or (4) except as expressly provided elsewhere in this Lease, any principal or interest on any Encumbrance on the Leased Property, except to the extent that any tax, assessment, tax levy or charge which Lessee is obligated to pay pursuant to the first sentence of this definition and which is in effect at any time during the Term hereof is totally or partially repealed, and a tax, assessment, tax levy or charge set forth in clause (1) or (2) is levied, assessed or imposed expressly in lieu thereof.

Insurance Requirements. All terms of any insurance policy required by this Lease and all requirements of the issuer of any such policy.

Land: As defined in Article 1.

Lease: As defined in the Preamble.

Lease Year: A twelve (12) month period commencing on the Commencement Date, or on each anniversary date thereof, as the case may be.

Leased Improvements; Leased Property: Each as defined in Article 1.

Leased Properties: All properties leased by Lessor or Affiliates to Lessee or Affiliates.

Legal Requirements: All federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions affecting either the Leased Property or the construction, use or alteration thereof, whether now or hereafter enacted and in force, including, without limitation, Environmental Laws, ADA, or health and safety, and including any which may (a) require repairs, modification, or alterations in or to the Leased Property, or (b) in any way adversely affect the use and enjoyment thereof, and all permits, licenses, authorizations and regulations relating thereto, and all covenants, agreements, declarations, restrictions and encumbrances contained in any instruments, either of record or known to Lessee (other than Encumbrances and other encumbrances created by Lessor without the consent of Lessee), at any time in force affecting the Leased Property, including, but not limited to, condominium declarations, owners association by-laws, rules and regulations.

Lessee: Batesville Regional Medical Center, Inc., and its successors and permitted assigns.

Lessee's Personal Property: All machinery, equipment, furniture, furnishings, movable walls or partitions, computers, trade fixtures or other personal property, and consumable inventory and supplies, used or useful in Lessee's business on the Leased Property, including

without limitation, all items of furniture, furnishings, equipment, supplies and inventory, except items, if any, included within the definition of Fixtures.

Lessor: CHCT Mississippi, LLC, a Delaware limited liability company and its successors and assigns.

Officer's Certificate: A certificate of Lessee signed by the representative(s) authorized to so sign by the governing body of Lessee, or any other person whose power and authority to act has been properly authorized.

Option Purchase Price: As defined in Section 32.2.

Overdue Rate: On any date, a rate per annum equal to Six Percent (6%) above the Prime Rate, but in no event greater than the maximum rate then permitted under applicable law.

Payment Date: Any due date for the payment of the installments of Base Rent or any other sums payable under this Lease.

Primary Intended Use: As defined in Section 7.2(b).

Prime Rate: The annual rate announced by Bank of America, N.A. to be its prime rate for 90-day unsecured loans to its United States corporate borrowers of the highest credit standing, as in effect from time to time.

Purchase and Sale Agreement: The agreement as amended dated on or about Nov. 1, 2017 among Lessee (or an Affiliate) and Lessor, relating to the acquisition by Lessor from Lessee (or an Affiliate) of the Leased Property and the leasing of such property by Lessor to Lessee.

Rent: Collectively, the Base Rent, as adjusted, and the Additional Charges.

Security Agreement: That certain Security Agreement to be dated on or about Nov. 1, 2017 executed by Lessee to Lessor, pursuant to the terms of which Lessee has granted to Lessor a first lien and security interest in and to all of Lessee's Personal Property, including but not limited to, fixed and movable equipment, including replacements and substitutions, as security for the obligations of Lessee under this Lease and any and all other obligations of Lessee or any Affiliate of Lessee.

Taking: A taking or voluntary conveyance during the Term hereof of all or part of the Leased Property, or any interest therein or right accruing thereto or use thereof, as the result of, or in settlement of any Condemnation or other eminent domain proceeding affecting the Leased Property whether or not the same shall have actually been commenced.

Term: The Fixed Term unless earlier terminated pursuant to the provisions hereof.

Unavoidable Delays: Delays due to strikes, lockouts, inability to procure materials, power failure, acts of God, governmental restrictions, enemy action, civil commotion, fire,

unavoidable casualty or other causes beyond the control of the party responsible for performing an obligation hereunder, provided that lack of funds shall not be deemed a cause beyond the control of either party hereto unless such lack of funds is caused by the failure of the other party hereto, or Guarantor, to perform any obligations of such party, under this Lease or any guaranty of this Lease, including any obligation to provide financing undertaken by Lessor pursuant to Article 10 below.

Unsuitable for Its Primary Intended Use: As used anywhere in this Lease, the term "Unsuitable for its Primary Intended Use" shall mean that, by reason of damage or destruction, or a partial Taking by Condemnation, in the good faith judgment of Lessee, reasonably exercised, the Leased Property cannot be operated on a commercially practicable basis for its Primary Intended Use.

ARTICLE 3

RENT

3.1 Base Rent and Base Rent Adjustment. During the Term, Lessee shall pay to Lessor, in advance and without notice, demand, set off or counterclaim, in lawful money of the United States of America, at Lessor's address set forth herein or at such other place or to such other person, firm or entity as Lessor may designate from time to time in writing, the Rent as provided in this Lease. Lessor has the sole discretion to determine the method of payment of Rent, and will initially require that such payments be forwarded to Lessor utilizing the Automated Clearing House ("ACH") Network. Lessee shall take all necessary steps and bear any and all costs associated with utilizing ACH to timely deliver payments of Rent to Lessor. All payments of Rent made through the ACH be payments of Rent and, as such, are subject to all terms and conditions of this Lease, including, but not limited to, the default provisions. Base Rent (as defined below) and each Base Rent Adjustment (as defined below) shall be calculated and payable as follows:

(a) Base Rent: The annual aggregate sum of Four Hundred Ninety Five Thousand Seven Hundred Eight and 00/100 Dollars (\$495,708.00) payable in advance in equal, consecutive monthly installments of Forty One Thousand Three Hundred Nine and 00/100 Dollars (\$41,309.00) on the first day of each calendar month of the Term, commencing November 1, 2017 (prorated as to any partial month); and

(b) Base Rent Adjustment: Commencing on first day of the second Lease Year and continuing on the first day of each Lease Year (an "Adjustment Date") thereafter during the Term, the Base Rent shall be increased by the CPI Increase but not less than 1.5% or more than 2.9%. For any monetary increases or adjustments that cannot be determined as of the applicable Adjustment Date due to then unknown variables, such amounts shall become due (and calculated retroactively to the Adjustment Date) and payable as of the time of determination.

3.2 Additional Charges. In addition to the Base Rent, (a) Lessee will also pay and discharge as and when due and payable all other amounts, liabilities, obligations and Impositions

which Lessee assumes or agrees to pay under this Lease, and (b) in the event of any failure on the part of Lessee to pay any of those items referred to in clause (a) above, Lessee will also promptly pay and discharge every fine, penalty, interest and cost which may be added for non-payment or late payment of such items (the items referred to in clauses (a) and (b) above being referred to herein collectively as the "Additional Charges"), and Lessor shall have all legal, equitable and contractual rights, powers and remedies provided in this Lease, by statute or otherwise, in the case of non-payment of the Additional Charges, as well as the Base Rent. If any installment of Base Rent or Additional Charges (but only as to those Additional Charges which are payable directly to Lessor) shall not be paid within five (5) Business Days after its due date, Lessee will pay Lessor on demand, as Additional Charges, a late charge (to the extent permitted by law) computed at the Overdue Rate (or at the maximum rate permitted by law, whichever is less) on the amount of such installment, from the due date of such installment to the date of payment thereof. To the extent that Lessee pays any Additional Charges to Lessor pursuant to any requirement of this Lease, Lessee shall be relieved of its obligation to pay such Additional Charges to the entity to which they would otherwise be due.

3.3 Net Lease. The Rent shall be paid absolutely net to Lessor, so that this Lease shall yield to Lessor the full amount of the installments of Base Rent, and the payments of Additional Charges throughout the Term, all as more fully set forth in Article 5, but subject to any other provisions of this Lease which expressly provide for adjustment of Rent or other charges.

3.4 Security Deposit. Lessee shall deposit three (3) months' base rent (\$123,927.00) as deducted from the sales proceeds with Lessor upon the date of execution and delivery of this Lease by Lessee to Lessor. The Security Deposit shall be held by Lessor as security for the performance by Lessee of Lessee's covenants and obligations under the Lease. The Security Deposit shall not be considered an advance payment of rental or a measure of Lessor's damages in case of default by Lessee. Lessor may, from time to time, without prejudice to any other remedy, draw down upon the Security Deposit and use the proceeds thereof to make good any arrearages of rent, to satisfy any other covenant or obligation of Lessee hereunder or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of any default by Lessee. Following any such draw against the Security Deposit, Lessee shall deliver to Lessor on demand a Security Deposit in the amount of the original Security Deposit or a supplemental deposit in an amount sufficient to restore the aggregate letters of credit held by Lessor to the amount of the original Security Deposit. If Lessee is not in default at the termination of the Lease, and has complied with all of the provisions of this Lease to be performed by Lessee, including surrender of the Leased Property in accordance with the provisions hereof, the Security Deposit shall be returned by Lessor to Lessee, subject to any draws which have previously been made by Lessor against the Security Deposit. Lessee will not assign or encumber Lessee's interest in the Security Deposit, and neither Lessor nor Lessor's successors or assigns will be bound by any such attempted assignment or encumbrance of the Security Deposit.

ARTICLE 4

IMPOSITIONS

4.1 Payment of Impositions. Subject to Article 11 relating to permitted contests, Lessee will pay, or cause to be paid, all Impositions before any fine, penalty, interest or cost may be added for non-payment, such payments to be made directly to the taxing authorities where feasible, and Lessee will promptly, upon request, furnish to Lessor copies of official receipts or other satisfactory proof evidencing such payments. Lessee's obligation to pay such Impositions shall be deemed absolutely fixed upon the date such Impositions become a lien upon the Leased Property or any part thereof. If any such Imposition may, at the option of the taxpayer, lawfully be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Lessee may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event, shall pay such installments during the Term hereof (subject to Lessee's right of contest pursuant to the provisions of Article 11) as the same respectively become due and before any fine, penalty, premium, further interest or cost may be added thereto. Lessor, at its expense, shall, to the extent permitted by applicable law, prepare and file all tax returns and reports as may be required by governmental authorities in respect of Lessor's net income, gross receipts, franchise taxes and taxes on its capital stock, and Lessee, at its expense, shall, to the extent permitted by applicable laws and regulations, prepare and file all other tax returns and reports in respect of any Imposition with respect to the Leased Property as may be required by governmental authorities. If any refund shall be due from any taxing authority in respect of any Imposition paid by Lessee, the same shall be paid over to or retained by Lessee if no Event of Default shall have occurred hereunder and be continuing. Any such funds retained by Lessor due to an Event of Default shall be applied as provided in Article 15. Lessor and Lessee shall, upon request of the other, provide such data as is maintained by the party to whom the request is made with respect to the Leased Property as may be necessary to prepare any required returns and reports. In the event governmental authorities classify any property covered by this Lease as personal property, Lessee shall file all personal property tax returns in such jurisdictions where it may legally so file. Lessor, to the extent it possesses the same, and Lessee, to the extent it possesses the same, will provide the other party, upon request, with cost and depreciation records necessary for filing returns for any property so classified as personal property. Where Lessor is legally required to file personal property tax returns, Lessee will be provided with copies of assessment notices indicating a value in excess of the reported value in sufficient time for Lessee to file a protest. Lessee may, upon giving notice to Lessor, at Lessee's option and at Lessee's sole cost and expense, protest, appeal, or institute such other proceedings as Lessee may deem appropriate to effect a reduction of real estate or personal property assessments and Lessor, at Lessee's expense as aforesaid, shall fully cooperate with Lessee in such protest, appeal, or other action. Billings for reimbursement by Lessee to Lessor of personal property taxes shall be accompanied by copies of a bill therefor and payments thereof which identify the personal property with respect to which such payments are made.

4.2 Adjustment of Impositions. Impositions imposed in respect of the tax-fiscal period during which the Term terminates shall be adjusted and prorated between Lessor and Lessee, whether or not such Imposition is imposed before or after such termination, and Lessee's obligation to pay its prorated share thereof shall survive such termination.

4.3 Utility Charges. Lessee will contract for, in its own name, and will pay or cause to be paid all charges for electricity, power, gas, oil, water and other utilities used in the Leased Property during the Term.

4.4 Insurance Premiums. Lessee will contract for in its own name and will pay or cause to be paid all premiums for the insurance coverage required to be maintained pursuant to Article 13 during the Term.

4.5 Owner's Association Fees and Charges. Lessee will pay before delinquency all condominium owner's association fees, assessments, special assessments, charges, fines, penalties and interest due and payable resulting from ownership or lease of the condominium.

ARTICLE 5

NO TERMINATION

Except as otherwise provided herein, Lessee shall remain bound by this Lease in accordance with its terms and shall neither take any action without the consent of Lessor to modify, surrender or terminate the same, nor seek nor be entitled to any abatement, deduction, deferment or reduction of Rent, or set-off against the Rent, nor shall the respective obligations of Lessor and Lessee be otherwise affected by reason of (a) any damage to, or destruction of, any Leased Property or any portion thereof from whatever cause or any Taking of the Leased Property or any portion thereof, (b) the lawful or unlawful prohibition of, or restriction upon, Lessee's use of the Leased Property, or any portion thereof, or the interference with such use by any person, corporation, partnership or other entity, or by reason of eviction by paramount title; (c) any claim which Lessee has or might have against Lessor or by reason of any default or breach of any warranty by Lessor under this Lease or any other agreement between Lessor and Lessee, or to which Lessor and Lessee are parties, (d) any bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceedings affecting Lessor or any assignee or transferee of Lessor, or (e) for any other cause whether similar or dissimilar to any of the foregoing other than a discharge of Lessee from any such obligations as a matter of law. Lessee hereby specifically waives all rights, arising from any occurrence whatsoever, which may now or hereafter be conferred upon it by law to (i) modify, surrender or terminate this Lease or quit or surrender the Leased Property or any portion thereof, or (ii) entitle Lessee to any abatement, reduction, suspension or deferment of the Rent or other sums payable by Lessee hereunder, except as otherwise specifically provided in this Lease. The obligations of Lessor and Lessee hereunder shall be separate and independent covenants and agreements and the Rent and all other sums payable by Lessee hereunder shall continue to be payable in all events unless the obligations to pay the same shall be terminated pursuant to the express provisions of this Lease or by termination of this Lease other than by reason of an Event of Default.

ARTICLE 6
OWNERSHIP OF LEASED PROPERTY AND PERSONAL PROPERTY

6.1 Ownership of the Leased Property. Lessee acknowledges that the Leased Property is the property of Lessor and that Lessee has only the right to the possession and use of the Leased Property upon the terms and conditions of this Lease.

6.2 Lessee's Personal Property. Lessee may (and shall as provided hereinbelow), at its expense, install, affix or assemble or place in any of the Leased Improvements, any items of Lessee's Personal Property, and Lessee may, subject to the conditions set forth below, remove the same upon the expiration or any prior termination of the Term. Lessee shall provide and maintain during the entire Term all such Lessee's Personal Property as shall be necessary in order to operate the Leased Property in compliance with all licensure and certification requirements, in compliance with all applicable Legal Requirements and Insurance Requirements and otherwise in accordance with customary practice in the industry for the Primary Intended Use. All of Lessee's Personal Property not removed by Lessee within fifteen (15) days following the expiration or earlier termination of this Lease shall be considered abandoned by Lessee and may be appropriated, sold, destroyed or otherwise disposed of by Lessor without first giving notice thereof to Lessee, without any payment to Lessee and without any obligation to Lessee to account therefor. Lessee will, at its expense, restore the Leased Property at the expiration or earlier termination of this Lease to the condition required by Section 9.1(d), including repair of all damage to the Leased Property caused by the removal of Lessee's Personal Property, whether effected by Lessee or Lessor.

ARTICLE 7
CONDITION AND USE OF LEASED PROPERTY

7.1 Condition of the Leased Property. Lessee acknowledges receipt and delivery of possession of the Leased Property and that Lessee has examined and otherwise has acquired knowledge of the condition of the Leased Property prior to the execution and delivery of this Lease and has found the same to be in good order and repair and satisfactory for its purpose hereunder. Lessee is leasing the Leased Property "as is" in its present condition. Lessee waives any claim or action against Lessor in respect of the condition of the Leased Property. **LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IN RESPECT OF THE LEASED PROPERTY OR ANY PART THEREOF, EITHER AS TO ITS FITNESS FOR USE, SUITABILITY, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE OR OTHERWISE, AS TO QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, LATENT OR PATENT, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. LESSEE ACKNOWLEDGES THAT THE LEASED PROPERTY HAS BEEN INSPECTED BY LESSEE AND IS SATISFACTORY TO IT.**

7.2 Use of the Leased Property.

- (a) Lessee covenants that it will obtain and maintain all approvals needed to use and operate the Leased Property for the Primary Intended Use, as defined

below, under applicable local, state and federal law, including but not limited to licensure requirements and Medicare and/or Medicaid certification.

(b) After the Commencement Date and during the entire Term, Lessee shall use or cause to be used the Leased Property and the improvements thereon as a psychiatric hospital, and for such other uses as may be necessary in connection with or incidental to such use (the "Primary Intended Use"). Lessee shall not use the Leased Property or any portion thereof for any other use without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. No use shall be made or permitted to be made of the Leased Property and no acts shall be done which will cause the cancellation of any insurance policy covering the Leased Property or any part thereof, nor shall Lessee sell or otherwise provide to residents or patients therein, or permit to be kept, used or sold in or about the Leased Property any article which may be prohibited by law or by the standard form of fire insurance policies, any other insurance policies required to be carried hereunder, or fire underwriters regulations. Lessee shall, at its sole cost, comply with all of the requirements pertaining to the Leased Property or other improvements of any insurance board, association, organization or company necessary for the maintenance of the insurance, as herein provided, covering the Leased Property and Lessee's Personal Property.

(c) Lessee covenants and agrees that during the Term it will use its best efforts to operate continuously the Leased Property as a provider of health care services in accordance with its Primary Intended Use and to maintain its certifications for reimbursement and licensure and its accreditation, if compliance with accreditation standards is required to maintain the operations of the Leased Property for its Primary Intended Use and if a failure to comply would adversely affect operations of Lessee.

(d) Lessee shall not commit or suffer to be committed any waste on the Leased Property, nor shall Lessee cause or permit any nuisance thereon.

(e) Lessee shall neither suffer nor permit the Leased Property or any portion thereof or Lessee's Personal Property, to be used in such a manner as (i) might reasonably tend to impair Lessor's (or Lessee's, as the case may be) title thereto or to any portion thereof, or (ii) may reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Leased Property or any portion thereof.

ARTICLE 8

LEGAL AND INSURANCE REQUIREMENTS

8.1 Compliance with Legal and Insurance Requirements. Subject to Article 11 relating to permitted contests, Lessee, at its expense, will promptly (a) comply with all Legal Requirements and Insurance Requirements in respect of the use, operation, maintenance, repair and restoration of the Leased Property, whether or not compliance therewith shall require

structural change in any of the Leased Improvements or interfere with the use and enjoyment of the Leased Property, and (b) procure, maintain and comply with all licenses, certificates of need, provider agreements and other authorizations required for any use of the Leased Property and Lessee's Personal Property then being made, and for the proper erection, installation, operation and maintenance of the Leased Property or any part thereof, including without limitation, any capital additions.

8.2 Legal Requirement Covenants. Lessee covenants and agrees that the Leased Property and Lessee's Personal Property shall not be used for any unlawful purpose. Lessee shall acquire and maintain all licenses, certificates, permits, provider agreements and other authorizations and approvals needed to operate the Leased Property in its customary manner for the Primary Intended Use and any other use conducted on the Leased Property as may be permitted from time to time hereunder. Lessee further covenants and agrees that Lessee's use of the Leased Property and maintenance, alteration, and operation of the same, and all parts thereof, shall at all times conform to all Legal Requirements.

8.3 ADA Compliance. Subject to Articles 9, 13 and 14, Lessee shall be responsible for any improvements or upgrades to the Leased Property required to make the Leased Property compliant with all Legal Requirements, including, but not limited to, the ADA.

ARTICLE 9

REPAIRS; RESTRICTIONS

9.1 Maintenance and Repair.

(a) Lessee, at its expense, will keep the Leased Property (and Lessee's Personal Property) in good order and repair (whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements, the age of the Leased Property or any portion thereof) and, except as otherwise provided in Articles 13 and 14, with reasonable promptness, will make all necessary and appropriate repairs thereto of every kind and nature, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen or arising by reason of a condition existing prior to the commencement of the Term of this Lease (concealed or otherwise). All repairs shall, to the extent reasonably achievable, be at least equivalent in quality to the original work. Lessee will not take or omit to take any action the taking or omission of which might materially impair the value or the usefulness of the Leased Property or any part thereof for the Primary Intended Use.

(b) Lessor shall not under any circumstances be required to build or rebuild any improvements on the Leased Property, or to make any repairs, replacements, alterations, restorations, or renewals of any nature or description to the Leased Property, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever with respect thereto in connection with this Lease, or to maintain the Leased Property in any way.

(c) Nothing contained in this Lease and no action or inaction by Lessor shall be construed as (i) constituting the consent or request of Lessor, expressed or implied, to any contractor, subcontractor, laborer, materialman or vendor to or for the performance of any labor or services or the furnishing of any materials or other property for the construction, alteration, addition, repair or demolition of or to the Leased Property or any part thereof, or (ii) giving Lessee any right, power or permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Lessor in respect thereof or to make any agreement that may create, or in any way be the basis for, any right, title, interest, lien, claim or other encumbrance upon the estate of Lessor in the Leased Property or any portion thereof.

(d) Unless Lessor shall convey any of the Leased Property to Lessee pursuant to the provisions of this Lease, Lessee will, upon the expiration or prior termination of this Term, vacate and surrender the Leased Property to Lessor in the condition in which the Leased Property was originally received from Lessor, except as repaired, rebuilt, restored, altered or added to as permitted or required by the provisions of this Lease and except for ordinary wear and tear (subject to the obligation of Lessee to maintain the Leased Property in good order and repair during the entire Term of the Lease), damage caused by the gross negligence or willful acts of Lessor and damage or destruction described in Article 13 or resulting from a Taking described in Article 14 which Lessee is not required by the terms of this Lease to repair or restore.

9.2 Encroachments; Restrictions. If any of the Leased Improvements shall, at any time, encroach upon any property, street or right-of-way adjacent to the Leased Property, or shall violate the agreements or conditions contained in any federal, state or local law, lawful restrictive covenant or other agreement affecting the Leased Property, or any part thereof, or shall impair the rights of others under any easement or right-of-way to which the Leased Property is subject, then promptly upon the request of Lessor, Lessee shall, at its expense, subject to its right to contest the existence of any encroachment, violation or impairment, (a) obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, violation or impairment, whether the same shall affect Lessor or Lessee or (b) make such changes in the Leased Improvements, and take such other actions, as Lessor in the good faith exercise of its judgment deems reasonably practicable, to remove such encroachment, or to end such violation or impairment, including, if necessary, the alteration of any of the Leased Improvements, and in any event take all such actions as may be necessary in order to be able to continue the operation of the Leased Property for the Primary Intended Use substantially in the manner and to the extent the Leased Property was operated prior to the assertion of such violation or encroachment. Any such alteration shall be made in conformity with the applicable requirements of Article 8. Lessee's obligations under this Section 9.2 shall be in addition to and shall in no way discharge or diminish any obligation of any insurer under any policy of title or other insurance and Lessee shall be entitled to a credit for any sums recovered by Lessor under any such policy of title or other insurance.

9.3 Property Expansion. Lessee shall have the right at its sole cost and expense to expand the Property provided (i) no Event of Default exists; (ii) Lessee delivers to Lessor all construction documents, including but not limited to drawings, plans, specifications, construction contracts, evidence of compliance with all Legal Requirements, including permits and approvals; (iii) Lessee complies with Article 10 and Article 11 hereof; and (iv) Lessee obtains the prior written consent of Lessor which consent shall not be unreasonably withheld, conditioned or delayed. Should Lessee decide to finance the expansion of the Property, Lessor shall have the first right to finance the cost of any expansion.

ARTICLE 10

LIENS

Subject to the provisions of Article 11 relating to permitted contests, Lessee will not directly or indirectly create or allow to remain and will promptly discharge at its expense any lien, encumbrance, attachment, title retention agreement or claim upon the Leased Property or any attachment, levy, claim or encumbrance in respect of the Rent, not including, however, (a) this Lease, (b) the matters, if any, set forth in Exhibit B, (c) restrictions, liens and other encumbrances which are consented to in writing by Lessor, (d) liens for those taxes of Lessor which Lessee is not required to pay hereunder, (e) subleases permitted by Article 22, (f) liens for Impositions or for sums resulting from noncompliance with Legal Requirements so long as (1) the same are not yet payable or are payable without the addition of any fine or penalty or (2) such liens are in the process of being contested as permitted by Article 11, (g) liens of mechanics, laborers, materialmen, suppliers or vendors for sums either disputed or not yet due, provided that (1) the payment of such sums shall not be postponed for more than sixty (60) days after the completion of the action giving rise to such lien and such reserve or other appropriate provisions as shall be required by law or generally accepted accounting principles shall have been made therefor or (2) any such liens are in the process of being contested as permitted by Article 11, and (h) any liens which are the responsibility of Lessor pursuant to the provisions of Article 35 of this Lease.

ARTICLE 11

PERMITTED CONTESTS

Lessee, on its own or on Lessor's behalf (or in Lessor's name), but at Lessee's expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any Imposition, Legal Requirement, Insurance Requirement, lien, attachment, levy, encumbrance, charge or claim not otherwise permitted by Article 10, provided that (a) in the case of an unpaid Imposition, lien, attachment, levy, encumbrance, charge or claim, the commencement and continuation of such proceedings shall suspend the collection thereof from Lessor and from the Leased Property, (b) neither the Leased Property nor any Rent therefrom nor any part thereof or interest therein would be in any immediate danger of being sold, forfeited, attached or lost, (c) in the case of a Legal Requirement, Lessor would not be in any immediate danger of civil or criminal liability for failure to comply therewith pending the outcome of such proceedings, (d) in the event that any such contest shall involve a sum of money or potential loss in excess of Fifty Thousand Dollars (\$50,000), then, in any such event, (i) provided the consolidated net worth of Lessee is then in

excess of One Million Dollars (\$1,000,000), Lessee shall deliver to Lessor an Officer's Certificate to the effect set forth in clauses (a), (b) and (c), to the extent applicable, or (ii) in the event the Consolidated Net Worth of Lessee is not then in excess of One Million Dollars (\$1,000,000), then Lessee shall deliver to Lessor and its counsel an opinion of Lessee's counsel to the effect set forth in clauses (a), (b) and (c), to the extent applicable, (e) in the case of a Legal Requirement and/or an Imposition, lien, encumbrance or charge, Lessee shall give such reasonable security as may be demanded by Lessor to insure ultimate payment of the same and to prevent any sale or forfeiture of the affected portion of the Leased Property or the Rent by reason of such non-payment or non-compliance; provided, however, the provisions of this Article 11 shall not be construed to permit Lessee to contest the payment of Rent (except as to contests concerning the method of computation or the basis of levy of any Imposition or the basis for the assertion of any other claim) or any other sums payable by Lessee to Lessor hereunder, (f) in the case of an Insurance Requirement, the coverage required by Article 12 shall be maintained, and (g) if such contest be finally resolved against Lessor or Lessee, Lessee shall, as Additional Charges due hereunder, promptly pay the amount required to be paid, together with all interest and penalties accrued thereon, or comply with the applicable Legal Requirement or Insurance Requirement. Lessor, at Lessee's expense, shall execute and deliver to Lessee such authorizations and other documents as may reasonably be required in any such contest and, if reasonably requested by Lessee or if Lessor so desires, Lessor shall join as a party therein. Lessee shall indemnify and save Lessor harmless against any liability, cost or expense of any kind that may be imposed upon Lessor in connection with any such contest and any loss resulting therefrom.

ARTICLE 12

INSURANCE

12.1 General Insurance Requirements. During the Term of this Lease, Lessee shall at all times keep the Leased Property, and all property located in or on the Leased Property, including Lessee's Personal Property, insured with the kinds and amounts of insurance described below. This insurance shall be written by companies authorized to do insurance business in the state in which the Leased Property is located. The policies must name Lessor as an additional insured and losses shall be payable to Lessor and/or Lessee as provided in this Article 12. In addition, the policies shall name as an additional insured the holder ("Facility Mortgagee") of any mortgage, deed of trust or other security agreement securing any Encumbrance placed on the Leased Property in accordance with the provisions of Article 36 ("Facility Mortgage"), if any, by way of a standard form of mortgagee's loss payable endorsement. Any loss adjustment shall require the written consent of Lessor and each affected Facility Mortgagee. Evidence of insurance shall be deposited with Lessor and, if requested, with any Facility Mortgagee(s). If any provision of any Facility Mortgage which constitutes a first lien on the Leased Property requires deposits of insurance to be made with such Facility Mortgagee, Lessee shall either pay to Lessor monthly the amounts required and Lessor shall transfer such amounts to such Facility Mortgagee or, pursuant to written direction by Lessor, Lessee shall make such deposits directly with such Facility Mortgagee. The policies on the Leased Property, including the Leased Improvements, the Fixtures and Lessee's Personal Property, shall be written on a "Causes of Loss-Special Form" basis (or its equivalent) and shall insure against the following risks:

- (a) Loss or damage by fire, vandalism and malicious mischief, extended coverage perils and all physical loss perils, including, but not limited to, hurricane and sprinkler leakage in an amount not less than one hundred percent (100%) of the then Full Replacement Cost thereof (as defined below in Section 12.2);
- (b) Loss or damage by explosion of steam boilers, pressure vessels or similar apparatus, now or hereafter installed in the Facility, in such limits with respect to any one accident as may be reasonably requested by Lessor from time to time;
- (c) Loss of rental and off-site utility disruption under a rental value insurance policy covering risk of loss during the first twelve (12) months of reconstruction necessitated by the occurrence of any of the hazards described in Sections 12.1(a) or 12.1(b), in an amount sufficient to prevent Lessor from becoming a co-insurer;
- (d) Claims for personal injury or property damage under a policy of commercial general liability insurance with amounts not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate;
- (e) Claims arising out of malpractice in an amount, not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate;
- (f) An Umbrella policy collectively covering Lessee, Curae Health, Inc., and each other related Lessee entering into a corresponding Lease Agreement with Lessor, and covering claims for not less than Five Million Dollars (\$5,000,000) in the aggregate;
- (g) Flood (when the Leased Property is located in whole or in part within a designated flood plain area) and such other hazards and in such amounts as may be customary for comparable properties in the area and if available from insurance companies authorized to do business in the state in which the Leased Property are located at rates which are economically practicable in relation to the risks covered.

12.2 Replacement Cost. The term "Full Replacement Cost" as used herein, shall mean the actual replacement cost thereof from time to time, including increased cost of construction endorsement, less the cost of foundations and footings. In the event either Lessor or Lessee believes that the Full Replacement Cost has increased or decreased at any time during the Term, it shall have the right to have such Full Replacement Cost redetermined by the fire insurance company which is then providing the largest amount of fire insurance carried on the Leased Property, hereinafter referred to as the "impartial appraiser". The party desiring to have the Full Replacement Cost so redetermined shall forthwith, on receipt of such determination by such impartial appraiser, give written notice thereof to the other party hereto. The determination of such impartial appraiser shall be final and binding on the parties hereto, and Lessee shall forthwith increase, or may decrease, the amount of the insurance carried pursuant to this Article,

as the case may be, to the amount so determined by the impartial appraiser. Lessee shall pay the fee, if any, of the impartial appraiser.

12.3 Additional Insurance. In addition to the insurance described above, Lessee shall maintain such additional insurance as may be required from time to time by any Facility Mortgagee and shall further at all times maintain adequate worker's compensation insurance coverage for all persons employed by Lessee on the Leased Property, in accordance with the Legal Requirements.

12.4 Waiver of Subrogation. All insurance policies carried by either party covering the Leased Property, the Fixtures, the Leased Property and/or Lessee's Personal Property, including without limitation, contents, fire and casualty insurance, shall expressly waive any right of subrogation on the part of the insurer against the other party. The parties hereto agree that their policies will include such a waiver clause or endorsement so long as the same is obtainable without extra cost, and in the event of such an extra charge the other party, at its election, may pay the same, but shall not be obligated to do so.

12.5 Form of Insurance. All of the policies of insurance referred to in this Section shall be written in form satisfactory to Lessor and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums therefor, and deliver such policies or certificates thereof to Lessor prior to their effective date (and, with respect to any renewal policy, at least fifteen (15) days prior to the expiration of the existing policy) and in the event of the failure of Lessee either to effect such insurance in the names herein called for or to pay the premiums therefor, or to deliver such policies or certificates thereof to Lessor at the times required, Lessor shall be entitled, but shall have no obligation, to enact such insurance and pay the premiums therefor, which premiums shall be repayable to Lessor upon written demand therefor, and failure to repay the same shall constitute an Event of Default within the meaning of Section 15.1(c). Each insurer mentioned in this Section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Lessor, that it will give to Lessor thirty (30) days' written notice before the policy or policies in question shall be altered, allowed to expire or canceled.

12.6 Increase in Limits. In the event that Lessor shall at any time deem the limits of the personal injury, property damage or general public liability insurance then carried to be insufficient, the parties shall endeavor to agree on the proper and reasonable limits for such insurance to be carried and such insurance shall thereafter be carried with the limits thus agreed on until further change pursuant to the provisions of this Section. If the parties shall be unable to agree thereon, the proper and reasonable limits for such insurance to be carried shall be determined by an impartial third party selected by the parties. Nothing herein shall permit the amount of insurance to be reduced below the amount or amounts required by any of the Facility Mortgages.

12.7 Blanket Policy. Notwithstanding anything to the contrary contained in this Section, Lessee's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Lessee; provided, however, that the coverage afforded Lessor will not be reduced or diminished

or otherwise be different from that which would exist under a separate policy meeting all other requirements of this Lease by reason of the use of such blanket policy of insurance, and provided further that the requirements of this Article 12 are otherwise satisfied.

12.8 No Separate Insurance. Lessee shall not, on Lessee's own initiative or pursuant to the request or requirement of any third party, take out separate insurance concurrent in form or contributing in the event of loss with that required in this Article to be furnished by, or which may reasonably be required to be furnished by, Lessee, or increase the amounts of any then existing insurance by securing an additional policy or additional policies, unless all parties having an insurable interest in the subject matter of the insurance, including in all cases Lessor and all Facility Mortgagees, are included therein as additional insureds and the loss is payable under said insurance in the same manner as losses are required to be payable under this Lease. Lessee shall immediately notify Lessor of the taking out of any such separate insurance or of the increasing of any of the amounts of the then existing insurance by securing an additional policy or additional policies.

ARTICLE 13 **FIRE AND CASUALTY**

13.1 Insurance Proceeds. All proceeds payable by reason of any loss or damage to the Leased Property, or any portion thereof, and insured under any policy of insurance required by Article 12 of this Lease shall be paid to Lessor and held by Lessor in trust (subject to the provisions of Section 13.7) and shall be made available for reconstruction or repair, as the case may be, of any damage to or destruction of the Leased Property, or any portion thereof, and shall be paid out by Lessor from time to time for the reasonable cost of such reconstruction or repair. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Property (or in the event neither Lessor nor Lessee is required or elects to repair and restore, all such insurance proceeds) shall be retained by Lessor free and clear upon completion of any such repair and restoration except as otherwise specifically provided below in this Article 13. All salvage resulting from any risk covered by insurance shall belong to Lessor except that any salvage relating to Lessee's Personal Property shall belong to Lessee.

13.2 Reconstruction in the Event of Damage or Destruction Covered by Insurance.

(a) Except as provided in Section 13.7, if during the Term, the Leased Property is totally or partially destroyed from a risk covered by the insurance described in Article 12 and the Leased Property thereby is rendered Unsuitable for Its Primary Intended Use, Lessee shall have the option, by giving notice to Lessor within sixty (60) days following the date of such destruction, to (i) restore the Leased Property to substantially the same condition as existed immediately before the damage or destruction, or (ii) offer (A) to acquire the Leased Property from Lessor for a purchase price equal to the Option Purchase Price of the Leased Property immediately prior to such damage or destruction. In the event Lessor does not accept Lessee's offer, Lessee may, by giving notice to Lessor within

thirty (30) days after receipt of Lessor's notice, withdraw its offer to purchase or substitute for the Leased Property and proceed to restore the Leased Property to substantially the same condition as existed immediately before the damage or destruction or, terminate this Lease and Lessor shall be entitled to retain the insurance proceeds, and Lessee shall pay to Lessor on demand, the amount of any deductible or uninsured loss arising in connection therewith.

(b) Except as provided in Section 13.7, if during the Term, the Leased Improvements and/or the Fixtures are totally or partially destroyed from a risk covered by the insurance described in Article 12, but the Leased Property is not thereby rendered Unsuited for its Primary Intended Use, Lessee shall restore the Leased Property to substantially the same condition as existed immediately before the damage or destruction. Such damage or destruction shall not terminate this Lease; provided, however, if Lessee cannot within a reasonable time obtain all necessary governmental approvals, including building permits, licenses, conditional use permits and any certificates of need, after diligent efforts to do so, in order to be able to perform all required repair and restoration work and to operate the Leased Property for its Primary Intended Use in substantially the same manner as immediately prior to such damage or destruction, Lessee may offer to purchase the Leased Property for the Option Purchase.

(c) If the cost of the repair or restoration exceeds the amount of proceeds received by Lessor from the insurance required under Article 12, Lessee shall be obligated to contribute any excess amount needed to restore the Leased Property. Such amount shall be paid by Lessee to Lessor to be held in trust together with any other insurance proceeds for application to the cost of repair and restoration.

(d) In the event Lessor accepts Lessee's offer to purchase the Leased Property this Lease shall terminate upon payment of the Option Purchase Price and Lessor shall remit to Lessee all insurance proceeds being held in trust by Lessor.

13.3 Reconstruction in the Event of Damage or Destruction Not Covered by Insurance. Except as provided in Section 13.7 below, if during the Term, the Leased Property is totally or materially destroyed from a risk (including earthquake) not covered by the insurance described in Article 12, whether or not such damage or destruction renders the Leased Property Unsuited for Its Primary Intended Use, Lessee at its option shall either (a) restore the Leased Property to substantially the same condition it was in immediately before such damage or destruction and such damage or destruction shall not terminate this Lease, or (b) purchase the Leased Property at the Option Purchase Price.

13.4 Lessee's Property. All insurance proceeds payable by reason of any loss of or damage to any of Lessee's Personal Property shall be paid to Lessor and Lessor shall hold such insurance proceeds in trust to pay the cost of repairing or replacing the damage to Lessee's Personal Property.

13.5 Restoration of Lessee's Property. If Lessee is required or elects to restore the Leased Property as provided in Sections 13.2 or 13.3, Lessee shall also restore all alterations and improvements made by Lessee and Lessee's Personal Property.

13.6 No Abatement of Rent. This Lease shall remain in full force and effect and Lessee's obligation to make rental payments and to pay all other charges required by this Lease shall remain unabated during any period required for repair and restoration.

13.7 Damage Near End of Term. Notwithstanding any provisions of Sections 13.2 or 13.3 to the contrary, if damage to or destruction of the Leased Property occurs during the last twenty-four (24) months of the Term, and if such damage or destruction cannot be fully repaired and restored within six (6) months immediately following the date of loss, either party shall have the right to terminate this Lease by giving notice to the other within thirty (30) days after the date of damage or destruction, in which event Lessor shall be entitled to retain the insurance proceeds and Lessee shall pay to Lessor on demand the amount of any deductible or uninsured loss arising in connection therewith; provided, however, that any such notice given by Lessor shall be void and of no force and effect if Lessee exercises an available option to extend the Term for one Extended Term within thirty (30) days following receipt of such termination notice.

13.8 Termination of Right of First Refusal. Any termination of this Lease pursuant to this Article 13 shall cause any right of first refusal granted to Lessee under Section 33 of this Lease to be terminated and to be without further force or effect.

13.9 Waiver. Lessee hereby waives any statutory or common law rights of termination which may arise by reason of any damage or destruction of the Leased Property.

ARTICLE 14 **CONDEMNATION**

14.1 Parties' Rights and Obligations. If during the Term there is any Taking of all or any part of the Leased Property or any interest in this Lease by Condemnation, the rights and obligations of the parties shall be determined by this Article 14.

14.2 Total Taking. If there is a Taking of all of the Leased Property by Condemnation, this Lease shall terminate on the Date of Taking, and the parties shall receive the portion of the Award properly allocable to their respective interests in the Leased Property.

14.3 Partial Taking. If there is a Taking of a portion of the Leased Property by Condemnation, this Lease shall remain in effect if the Leased Property is not thereby rendered Unsuitable for Its Primary Intended Use. If, however, the Leased Property is thereby rendered Unsuitable for Its Primary Intended Use, Lessee shall have the right (a) to restore the Leased Property, at its own expense, to the extent possible, to substantially the same condition as existed immediately before the partial Taking, or (b) to offer to acquire the Leased Property from Lessor for the Option Purchase Price, in which event this Lease shall terminate upon payment of the purchase price. Lessee shall exercise its option by giving Lessor notice thereof within sixty (60) days after Lessee receives notice of the Taking. In the event Lessor does not accept Lessee's

offer to so purchase within thirty (30) days after receipt of the notice described in the preceding sentence, Lessee may either (a) withdraw its offer to purchase and proceed to restore the Leased Property, to the extent possible, to substantially the same condition as existed immediately before the partial Taking or (b) terminate this Lease by written notice to Lessor.

14.4 Restoration. If there is a partial Taking of the Leased Property and this Lease remains in full force and effect pursuant to Section 14.3.

14.5 Award Distribution. In the event Lessor accepts Lessee's offer to purchase the Leased Property, as described in clause (b) of Section 14.3, the entire Award shall belong to Lessee and Lessor agrees to assign to Lessee all of its rights thereto. In any other event, the entire Award shall belong to and be paid to Lessor, except that, if this Lease is terminated and subject to the rights of the Facility Mortgagee, Lessee shall be entitled to receive from the Award, if and to the extent such Award specifically includes items attributable to Lessee's Personal Property and any reasonable removal and relocation costs.

If Lessee is required or elects to restore the Leased Property, Lessor agrees that, subject to the rights of the Facility Mortgagees, its portion of the Award shall be used for such restoration and it shall hold such portion of the Award in trust, for application to the cost of the restoration.

14.6 Temporary Taking. The Taking of the Leased Property, or any part thereof, by military or other public authority shall constitute a Taking by Condemnation only when the use and occupancy by the Taking authority has continued for longer than six (6) months. During any such six (6) month period all the provisions of this Lease shall remain in full force and effect except that the Base Rent shall not be abated or reduced during such period of Taking.

ARTICLE 15 **DEFAULT**

15.1 Events of Default. The occurrence of any one or more of the following events (individually, an "Event of Default") shall constitute Events of Default hereunder:

(a) a default or event of default shall occur under any other lease or guaranty between Lessor or any Affiliate of Lessor and Lessee or guarantor or any Affiliate of Lessee for properties located in the State of Mississippi, or

(b) if Lessee shall fail to make a payment of the Rent payable by Lessee under this Lease when the same becomes due and payable and such failure is not cured by Lessee within a period of twenty (20) days after receipt by Lessee of notice thereof from Lessor, or

(c) if Lessee shall fail to observe or perform any other term, covenant (including but not limited to the Financial Covenants) or condition of this Lease and such failure is not cured by Lessee within a period of thirty (30) days after receipt by Lessee of written notice thereof from Lessor, unless such failure cannot with due diligence be cured within a period of thirty (30) days, in which case such

failure shall not be deemed to continue if Lessee proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof within sixty (60) days after receipt by Lessee of Lessor's notice of default, or

(d) if Lessee shall:

- i. admit in writing its inability to pay its debts generally as they become due,
- ii. file a petition in bankruptcy or a petition to take advantage of any insolvency act,
- iii. make an assignment for the benefit of its creditors,
- iv. consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or
- v. file a petition or answer seeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, or

(e) if the Lessee shall, after a petition in bankruptcy is filed against it, be adjudicated a bankrupt or if a court of competent jurisdiction shall enter an order or decree appointing, without the consent of Lessee, as the case may be, a receiver of Lessee or of the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of Lessee under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, and such judgment, order or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of the entry thereof, or

(f) if Lessee shall be liquidated or dissolved, or shall begin proceedings toward such liquidation or dissolution, or shall, in any manner, permit the sale or divestiture of substantially all of its assets other than in connection with a merger or consolidation of Lessee into, or a sale of substantially all of Lessee's assets to, another corporation, provided that if the survivor of such merger or the purchaser of such assets shall assume all of Lessee's obligations under this Lease by a written instrument, in form and substance reasonably satisfactory to Lessor, accompanied by an opinion of counsel, reasonably satisfactory to Lessor and addressed to Lessor stating that such instrument of assumption is valid, binding and enforceable against the parties thereto in accordance with its terms (subject to usual bankruptcy and other creditors' rights exceptions), and provided, further, that if, immediately after giving effect to any such merger, consolidation or sale, Lessee or such other corporation (if not the Lessee) surviving the same, shall have a Consolidated Net Worth not less than the Consolidated Net Worth of Guarantor immediately prior to such merger, consolidation or sale, all as to be set forth in an Officer's Certificate delivered to Lessor within thirty (30) days of such merger, consolidation or sale, an Event of Default shall not be deemed to have occurred, or

(g) if the estate or interest of Lessee in the Leased Property or any part thereof shall be levied upon or attached in any proceeding and the same shall not be vacated or discharged within the later of ninety (90) days after commencement thereof or thirty (30) days after receipt by Lessee of notice thereof from Lessor (unless Lessee shall be contesting such lien or attachment in good faith in accordance with Article 11 hereof), or

(h) if, except as a result of damage, destruction or a partial or complete Condemnation, Lessee voluntarily ceases operations on the Leased Property for a period in excess of ninety (90) days, or

(i) if any of the representations or warranties (except for representations and warranties relating to matters of title) made by Lessee or an affiliate of Lessee in the Purchase and Sale Agreement or in the certificates delivered in connection therewith are or become untrue in any material respect, and which is not cured within twenty (20) days after receipt by Lessee of notice from Lessor thereof, or

(j) a default or event of default shall occur under any other agreement between Lessor and Lessee or any Affiliate of Lessee or Lessor.

If an Event of Default shall have occurred, Lessor shall have the right at its election, then or at any time thereafter, to pursue any one or more of the following remedies, in addition to any remedies which may be permitted by law or by other provisions of this Lease, without notice or demand, except as hereinafter provided:

A. Without any notice or demand whatsoever, Lessor may take any one or more of the actions permissible at law to insure performance by Lessee of Lessee's covenants and obligations under this Lease. In this regard, it is agreed that if Lessee deserts or vacates the Leased Property, Lessor may enter upon and take possession of such Leased Property in order to protect it from deterioration and continue to demand from Lessee the monthly rentals and other charges provided in this Lease, without any obligation to relet; but that if Lessor does, at its sole discretion, elect to relet the Leased Property, such action by Lessor shall not be deemed as an acceptance of Lessee's surrender of the Leased Property unless Lessor expressly notifies Lessee of such acceptance in writing pursuant to subsection B of this Section 15.1, Lessee hereby acknowledging that Lessor shall otherwise be reletting as Lessee's agent and Lessee furthermore hereby agreeing to pay to Lessor on demand any deficiency that may arise between the monthly rentals and other charges provided in this Lease and that actually collected by Lessor. It is further agreed in this regard that in the event of any default described in this Section 15.1, Lessor shall have the right to enter upon the Leased Property by force, if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Lessee is obligated to do under the terms of this

Lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to the Lessee from such action.

B. Lessor may terminate this Lease by written notice to Lessee, in which event Lessee shall immediately surrender the Leased Property to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or arrearages in rent, enter upon and take possession of the Leased Property and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force, if necessary, without being liable of prosecution or any claim for damages therefor. Lessee hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of rent. In addition, Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of any termination effected pursuant to this subsection B, said loss and damage to be determined, at Lessor's option, by either of the following alternative measures of damages:

(i) Until Lessor is able, although Lessor shall be under no obligation to attempt, to relet the Leased Property, Lessee shall pay to Lessor on or before the first day of each calendar month, the monthly rentals and other charges provided in this Lease. After the Leased Property have been relet by Lessor, Lessee shall pay to Lessor on the 10th day of each calendar month the difference between the monthly rentals and other charges provided in this Lease for the preceding calendar month and that actually collected by Lessor for such month. If it is necessary for Lessor to bring suit in order to collect any deficiency, Lessor shall have a right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Lessor to bring a similar action for any subsequent deficiency or deficiencies. Any amount collected by Lessor from subsequent tenants for any calendar month, in excess of the monthly rentals and other charges provided in this Lease, shall be credited to Lessee in reduction of Lessee's liability for any calendar month for which the amount collected by Lessor will be less than the monthly rentals and other charges provided in this Lease; but Lessee shall have no right to such excess other than the above-described credit.

(ii) When Lessor desires, Lessor may demand a final settlement. Upon demand for a final settlement, Lessor shall have a right to, and Lessee hereby agrees to pay, the difference between the total of all monthly rentals and other charges provided in this

Lease for the remainder of the Lease Term and the reasonable rental value of the Leased Property for such period, such difference to be discounted to present value at a rate equal to the lowest rate of capitalization (highest present worth) reasonably applicable at the time of such determination and allowed by applicable law.

If Lessor elects to exercise the remedy prescribed in subsection A above, this election shall in no way prejudice Lessor's right at any time thereafter to cancel said election in favor of the remedy prescribed in subsection B above. Similarly, if Lessor elects to compute damages in the manner prescribed by subsection B(i) above, this election shall in no way prejudice Lessor's right at any time thereafter to demand a final settlement in accordance with subsection B(ii) above. Pursuit of any of the above remedies shall not preclude pursuit of any other remedies prescribed in other sections of this Lease and any other remedies provided by law or equity. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

15.2 Additional Expenses. It is further agreed that, in addition to payments required pursuant to subsections A and B of Section 15.1 above, Lessee shall compensate Lessor for all expenses incurred by Lessor in repossessing the Leased Property (including among other expenses, any increase in insurance premiums caused by the vacancy of the Leased Property), all expenses incurred by Lessor in reletting (including among other expenses, repairs, remodeling, replacements, advertisements and brokerage fees), all concessions granted to a new tenant upon reletting (including among other concessions, renewal options), all losses incurred by Lessor as a direct or indirect result of Lessee's default (including among other losses any adverse reaction by Lessor's mortgagee) and a reasonable allowance for Lessor's administrative efforts, salaries and overhead attributable directly or indirectly to Lessee's default and Lessor's pursuing the rights and remedies provided herein and under applicable law.

15.3 Lessee's Right or Obligation to Purchase. If any Event of Default shall have occurred and be continuing, by so providing by separate notice given by Lessor to Lessee at any time thereafter prior to the time such Event of Default shall be cured, Lessor may require Lessee to purchase the Leased Property on the first Base Rent Payment Date occurring not less than thirty (30) days after the date of receipt of, or such later date that is specified in, said notice requiring such purchase for an amount equal to the Option Purchase Price plus all Rent then due and payable (excluding the installment of Base Rent due on the purchase date) as of the date of purchase. If Lessor exercises such right, Lessor shall convey the Leased Property to Lessee on the date fixed therefor in accordance with the provisions of Article 34 upon receipt of the purchase price therefor and this Lease shall thereupon terminate. Any purchase by Lessee of the Leased Property pursuant to this Section shall be in lieu of the damages specified in Section 15.1.

15.4 Waiver. If this Lease is terminated pursuant to Section 15.1, Lessee waives, to the extent permitted by applicable law, (a) any right of redemption, re-entry or repossession, (b) any right to a trial by jury in the event of summary proceedings to enforce the remedies set forth in this Article 15, and (c) the benefit of any laws now or hereafter in force exempting property from liability for rent or for debt.

15.5 Application of Funds. Any payments otherwise payable to Lessee which are received by Lessor under any of the provisions of this Lease during the existence or continuance of any Event of Default shall be applied to Lessee's obligations in the order which Lessor may reasonably determine or as may be prescribed by the laws of the state in which the Leased Property is located.

15.6 Notices by Lessor. The provisions of this Article 15 concerning notices shall be liberally construed insofar as the contents of such notices are concerned, and any such notice shall be sufficient if reasonably designed to apprise Lessee of the nature and approximate extent of any default, it being agreed that Lessee is in good or better position than Lessor to ascertain the exact extent of any default by Lessee hereunder.

15.7 Lessor's Contractual Security Interest. Lessor shall have at all times a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Lessee, and to secure payment of any damages or loss which Lessor may suffer by reason of the breach by Lessee of any covenant, agreement or condition contained herein, upon all inventory, merchandise, goods, wares, equipment, fixtures, furniture, improvements and other personal property of Lessee presently, or which may hereafter be, situated in or about the Leased Property, and all proceeds therefrom and accessions thereto and, except as a result of sales made in the ordinary course of Lessee's business, such property shall not be removed without the consent of Lessor until all arrearages in rent as well as any and all other sums of money then due to Lessor or to become due to Lessor hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Lessee. Upon the occurrence of an event of default by Lessee, Lessor may, in addition to any other remedies provided herein, enter upon the Leased Property and take possession of any and all inventory, merchandise, goods, wares, equipment, fixtures, furniture, improvements and other personal property of Lessee situated in or about the Leased Property, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Lessee reasonable notice of the time and place of any public sale of the time after which any private sale is to be made, at which sale the Lessor or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Lessee reasonable notice, the requirement of reasonable notice shall be met, if such notice is given in the manner prescribed in this Lease at least seven days before the time of sale. Any sale made pursuant to the provision of this paragraph shall be deemed to have been a public sale conducted in commercially reasonable manner if held in the above-described premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for five consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Lessee or as otherwise required by law; the Lessee shall pay any deficiencies forthwith. Upon request by Lessor, Lessee agrees to execute and deliver to Lessor a financing statement in form sufficient to perfect the security interest of Lessor in the aforementioned property and proceeds thereof under the provision of the Uniform Commercial

Code (or corresponding state statute or statutes) in force in the state in which the Leased Property is located, as well as any other state the laws of which Lessor may at any time consider to be applicable.

ARTICLE 16

LESSOR'S RIGHT TO CURE

If Lessee shall fail to make any payment, or to perform any act required to be made or performed under this Lease and to cure the same within the relevant time periods provided in Section 15.1, Lessor, without waiving or releasing any obligation or Event of Default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Lessee, and may, to the extent permitted by law, enter upon the Leased Property for such purpose and take all such action thereon as, in Lessor's opinion, may be necessary or appropriate therefor. No such entry shall be deemed an eviction of Lessee. All sums so paid by Lessor and all costs and expenses (including, without limitation, reasonable attorneys' fees and expense, in each case, to the extent permitted by law) so incurred, together with a late charge thereon (to the extent permitted by law) at the Overdue Rate from the date on which such sums or expenses are paid or incurred by Lessor, shall be paid by Lessee to Lessor on demand. The obligations of Lessee and rights of Lessor contained in this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 17

PURCHASE OF THE LEASED PROPERTY

In the event Lessee purchases the Leased Property from Lessor pursuant to any of the terms of this Lease, Lessor shall, upon receipt from Lessee of the applicable purchase price, together with full payment of any unpaid Rent due and payable with respect to any period ending on or before the date of the purchase, deliver to Lessee an appropriate special warranty deed or other instrument of conveyance conveying the entire interest of Lessor in and to the Leased Property to Lessee in the condition as received from Lessee, free and clear of all encumbrances other than (a) those that Lessee has agreed hereunder to pay or discharge, (b) those mortgage liens, if any, which Lessee has agreed in writing to accept and to take title subject to, (c) any other Encumbrances permitted to be imposed on the Leased Property under the provisions of Article 35 which are assumable at no cost to Lessee or to which Lessee may take subject without cost to Lessee, and (d) any matters affecting the Leased Property on or as of the Commencement Date. The difference between the applicable purchase price and the total of the encumbrances assigned or taken subject to shall be paid in cash to Lessor, or as Lessor may direct, in federal or other immediately available funds except as otherwise mutually agreed by Lessor and Lessee. The closing of any such sale shall be contingent upon and subject to Lessee obtaining all required governmental consents and approvals for such transfer and if such sale shall fail to be consummated by reason of the inability of Lessee to obtain all such approvals and consents, any options to extend the Term of this Lease which otherwise would have expired during the period from the date when Lessee elected or became obligated to purchase the Leased Property until Lessee's inability to obtain the approvals and consents is confirmed shall be deemed to remain in effect for thirty (30) days after the end of such period. All expenses of such conveyance, including, without limitation, the cost of title examination or standard coverage title insurance,

attorneys' fees incurred by Lessor in connection with such conveyance, and transfer taxes, shall be paid by Lessor, except that such charges shall be paid by Lessee in case of a sale pursuant to Section 15.3. Recording fees and similar charges shall be paid for by Lessee.

ARTICLE 18

HOLDING OVER

If Lessee shall for any reason remain in possession of the Leased Property after the expiration of the Term or any earlier termination of the Term hereof, such possession shall be as a tenancy at will during which time Lessee shall pay as rental each month, one and one-half times the aggregate of (a) one-twelfth of the aggregate Base Rent payable with respect to the last complete Lease Year prior to the expiration of the Term; (b) all Additional Charges accruing during the month and (c) all other sums, if any, payable by Lessee pursuant to the provisions of this Lease with respect to the Leased Property. During such period of tenancy, Lessee shall be obligated to perform and observe all of the terms, covenants and conditions of this Lease, but shall have no rights hereunder other than the right, to the extent given by law to month-to-month tenancies, to continue its occupancy and use of the Leased Property. Nothing contained herein shall constitute the consent, express or implied, of Lessor to the holding over of Lessee after the expiration or earlier termination of this Lease.

ARTICLE 19

ABANDONMENT

19.1 Discontinuance of Operations on the Leased Property; Offer to Purchase. If, in the good faith judgment of Lessee, the Leased Property becomes Unsuitable for Its Primary Intended Use, or Lessee has discontinued use of the Leased Property in its business operations or will discontinue such use within a period of one (1) year after the date of the Officer's Certificate hereinafter referred to and will not use the Leased Property for any of the purposes described in Section 7.2 within one year thereafter, all as set forth in an Officer's Certificate delivered to Lessor, Lessee, if Lessor has not terminated this Lease as provided in Section 15.1 may, at any time after the expiration of the tenth (10th) Lease Year, give Lessor notice of termination of this Lease as to the Leased Property accompanied by an offer to purchase the Leased Property on the first Base Rent Payment Date (the "Economic Termination Purchase Date") occurring not less than one hundred twenty (120) days after the date of such offer, for a purchase price equal to the Option Purchase Price.

19.2 Acceptance of Offer. If Lessor accepts such offer, or fails to reject the same by written notice given not less than thirty (30) days prior to the Economic Termination Purchase Date, Lessor shall, upon receipt from Lessee of the purchase price provided for above and any Rent due and payable under this Lease (excluding the installment of Base Rent due on the Economic Termination Purchase Date), convey the Leased Property to Lessee on the Economic Termination Purchase Date in accordance with the provisions of Article 17 and this Lease shall thereupon terminate as to the Leased Property.

19.3 Rejection of Offer. If Lessor rejects Lessee's offer to purchase the Leased Property, by written notice given not less than thirty (30) days prior to the Economic

Termination Purchase Date, and Lessee does not withdraw its offer to purchase the Leased Property within ten (10) days after Lessor so rejects Lessee's said offer, this Lease shall terminate as to the Leased Property on the Economic Termination Purchase Date, provided no Event of Default shall have occurred and be continuing.

19.4 No Rent after Purchase or Termination. Except as otherwise expressly provided herein, upon completion of the purchase of the Leased Property or the termination of this Lease, as the case may be, no Rent shall thereafter accrue under this Lease with respect to the Leased Property.

ARTICLE 20 **RISK OF LOSS**

During the Term of this Lease, the risk of loss or of decrease in the enjoyment and beneficial use of the Leased Property in consequence of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise, or in consequence of foreclosures, attachments, levies or executions (other than by Lessor and those claiming from, through or under Lessor) is assumed by Lessee and, Lessor shall in no event be answerable or accountable therefor nor shall any of the events mentioned in this Section entitle Lessee to any abatement of Rent except as specifically provided in this Lease.

ARTICLE 21 **INDEMNIFICATION**

Notwithstanding the existence of any insurance or self-insurance provided for in Article 12, and without regard to the policy limits of any such insurance or self-insurance, Lessee will protect, indemnify, save harmless and defend Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), to the extent permitted by law, imposed upon or incurred by or asserted against Lessor by reason of: (a) any accident, injury to or death of persons or loss of percentage to property occurring on or about the Leased Property or adjoining sidewalks, including without limitation any claims of malpractice, (b) any use, misuse, no use, condition, maintenance or repair by Lessee of the Leased Property, (c) any Impositions (which are the obligations of Lessee to pay pursuant to the applicable provisions of this Lease), (d) any failure on the part of Lessee to perform or comply with any of the terms of this Lease, and (e) the non-performance of any of the terms and provisions of any and all existing and future subleases of the Leased Property to be performed by the landlord (Lessee) thereunder. Any amounts which become payable by Lessee under this Section shall be paid within ten (10) days after liability therefor on the part of Lessor is determined by litigation or otherwise and, if not timely paid, shall bear a late charge (to the extent permitted by law) at the Overdue Rate from the date of such determination to the date of payment. Lessee, at its expense, shall contest, resist and defend any such claim, action or proceeding asserted or instituted against Lessor or may compromise or otherwise dispose of the same as Lessee sees fit. Nothing herein shall be construed as indemnifying Lessor against its own negligent acts or omissions or willful misconduct. Lessee's liability for a breach of the provisions of this Article shall survive any termination of this Lease.

ARTICLE 22
SUBLETTING AND ASSIGNMENT

22.1 Subletting and Assignment. Subject to the provisions of Section 22.3 below and any other express conditions or limitations set forth herein, Lessee may, with the consent of Lessor, assign this Lease or sublet all or any part of the Leased Property, which consent shall not be withheld unreasonably provided that (a) in the case of a subletting, the sublessee shall comply with the provisions of Section 22.2, (b) in the case of an assignment, the assignee shall assume in writing and agree to keep and perform all of the terms of this Lease on the part of Lessee to be kept and performed and shall be and become jointly and severally liable with Lessee for the performance thereof, provided, however, Lessor shall release Lessee of its obligations under the Lease if, in Lessor's commercially reasonable judgment, the assignee is in the same or better financial condition as Lessee at such time, (c) an original counterpart of each such sublease and assignment and assumption, duly executed by Lessee and such sublessee or assignee, as the case may be, in form and substance satisfactory to Lessor, shall be delivered promptly to Lessor, and (d) in case of either an assignment or subletting, Lessee shall remain primarily liable, as principal rather than as surety, for the prompt payment of the Rent and for the performance and observance of all of the covenants and conditions to be performed by Lessee hereunder; provided, however, Lessor shall release Lessee of its obligations under the Lease if, in Lessor's commercially reasonable judgment, the assignee is in the same or better financial condition as Lessee at such time.

22.2 Attornment. Lessee shall insert in each sublease permitted under Section 22.1 provisions to the effect that (a) such sublease is subject and subordinate to all of the terms and provisions of this Lease and to the rights of Lessor hereunder, (b) in the event this Lease shall terminate before the expiration of such sublease, the sublessee thereunder will, at Lessor's option, attorn to Lessor and waive any right the sublessee may have to terminate the sublease or to surrender possession thereunder, as a result of the termination of this Lease and (c) in the event the sublessee receives a written notice from Lessor or Lessor's assignees, if any, stating that Lessee is in default under this Lease, the sublessee shall thereafter be obligated to pay all rentals accruing under said sublease directly to the party giving such notice, or as such party may direct. All rentals received from the sublessee by Lessor or Lessor's assignees, if any, as the case may be, shall be credited against the amounts owing by Lessee under this Lease.

22.3 Sublease Limitation. Anything contained in this Lease to the contrary notwithstanding, Lessee shall not sublet the Leased Property on any basis such that the rental to be paid by the sublessee thereunder would be based, in whole or in part, on either (a) the income or profits derived by the business activities of the sublessee, or (b) any other formula such that any portion of the sublease rental received by Lessor would fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto.

ARTICLE 23
**OFFICER'S CERTIFICATES, FINANCIAL STATEMENTS AND
FINANCIAL Covenants**

(a) Officer's Certificates: At any time and from time to time within twenty (20) days following written request by Lessor, Lessee will furnish to Lessor an Officer's Certificate certifying that this Lease is unmodified and in full force and effect (or that this Lease is in full force and effect as modified and setting forth the modifications) and the dates to which the Rent has been paid. Any such Officer's Certificate furnished pursuant to this Article may be relied upon by Lessor and any prospective purchaser of the Leased Property.

(b) Financial Statements: Lessee will furnish to Lessor – along with an Officer's Certificate certifying that to the best of the signer's knowledge and belief after making due inquiry, Lessee is not in default in the performance or observance of any of the terms or covenants of this Lease or, if Lessee shall be in default to its knowledge, specifying all such defaults, the nature thereof and the steps being taken to remedy the same. Tenant will furnish the following financial statements:

(i) within ninety (90) days after the end of each of Lessee's fiscal years, a copy of Lessee's annual financial statements including evidence and calculations indicating compliance with the Financial Covenants outlined below,

(ii) within thirty (30) days after the end of each of Lessee's fiscal quarter, a copy of Lessee's quarterly financial statements including evidence and calculations indicating compliance with the Financial Covenants outlined below,

(iii) with reasonable promptness, such additional information, respecting the financial condition and affairs of Lessee as Lessor may reasonably request from time to time and as needed by Lessor for SEC filings.

(c) Financial Covenants: Lessee covenants that, during the Term of this Lease, as it may be extended, it will:

(i) maintain a combined EBITDA rent coverage ratio, tested on a rolling four quarter basis of 1.50;

(ii) maintain a combined EBITDAR rent coverage ratio, tested on a rolling four quarter basis of 2.00; and

(iii) spend at least \$0.50 per rentable square foot per year on capital improvements required to be made to the Leased Property increased annually by the CPI Increase. Lessor reserves the right

to require reserve funding should Lessee default in its covenant herein. Lessor and Lessee shall periodically, but not less than annually, review the capital expenditure funding amount and adjust as necessary to properly maintain the Leased Property.

ARTICLE 24
INSPECTION

Lessee shall permit Lessor and its authorized representatives to inspect the Leased Property during usual business hours subject to any security, health, safety or confidentiality requirements of Lessee, any governmental agency, any Insurance Requirements relating to the Leased Property, or imposed by law or applicable regulations.

ARTICLE 25
NO WAIVER

No failure by Lessor or Lessee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of full or partial payment of Rent during the continuance of any such breach, shall constitute a waiver of any such breach or any such term. To the extent permitted by law, no waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

ARTICLE 26
REMEDIES CUMULATIVE

To the extent permitted by law, each legal, equitable or contractual right, power and remedy of Lessor or Lessee now or hereafter provided either in this Lease or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy and the exercise or beginning of the exercise by Lessor or Lessee of any one or more of such rights, powers and remedies shall not preclude the simultaneous or subsequent exercise by Lessor or Lessee of any or all of such other rights, powers and remedies.

ARTICLE 27
SURRENDER

No surrender to Lessor of this Lease or of the Leased Property or any part of any thereof, or of any interest therein, shall be valid or effective unless agreed to and accepted in writing by Lessor and no act by Lessor or any representative or agent of Lessor, other than such a written acceptance by Lessor, shall constitute an acceptance of any such surrender.

ARTICLE 28
NO MERGER OF TITLE

There shall be no merger of this Lease or of the leasehold estate created hereby by reason of the fact that the same person, firm, corporation or other entity may acquire, own or hold,

directly or indirectly, (a) this Lease or the leasehold estate created hereby or any interest in this Lease or such leasehold estate and (b) the fee estate in the Leased Property.

ARTICLE 29
TRANSFERS BY LESSOR

If Lessor or any successor owner of the Leased Property shall convey the Leased Property in accordance with the terms hereof, other than security for a debt, and the grantee or transferee of the Leased Property shall expressly assume all obligations of Lessor hereunder arising or accruing from and after the date of such conveyance or transfer, and shall be reasonably capable of performing the obligations of Lessor hereunder, Lessor or such successor owner, as the case may be, shall thereupon be released from all future liabilities and obligations of the Lessor under this Lease arising or accruing from and after the date of such conveyance or other transfer as to the Leased Property and all such future liabilities and obligations shall thereupon be binding upon the new owner.

ARTICLE 30
QUIET ENJOYMENT

So long as Lessee shall pay all Rent as the same becomes due and shall fully comply with all of the terms of this Lease and fully perform its obligations hereunder, Lessee shall peaceably and quietly have, hold and enjoy the Leased Property for the Term hereof, free of any claim or other action by Lessor or anyone claiming by, through or under Lessor, but subject to all liens and encumbrances of record as of the date hereof or hereafter consented to by Lessee. No failure by Lessor to comply with the foregoing covenant shall give Lessee any right to cancel or terminate this Lease, or to fail to perform any other sum payable under this Lease, or to fail to perform any other obligation of Lessee hereunder. Notwithstanding the foregoing, Lessee shall have the right by separate and independent action to pursue any claim it may have against Lessor as a result of a breach by Lessor of the covenant of quiet enjoyment contained in this Article.

ARTICLE 31
NOTICES

All notices, demands, requests, consents, approvals and other communications hereunder shall be in writing and delivered or mailed (by registered or certified mail, return receipt requested and postage prepaid addressed to the respective parties, as follows:

if to Lessee:	Curae Health, Inc. 121 Leinart Street Clinton, Tennessee 37716 Attn: Steve Clapp Phone: (865) 269-4074 Fax: _____
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with a copy to:	Egerton, McAfee, Armistead & Davis, P.C. 900 S. Gay Street, Suite 1400
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Knoxville, TN 37902
Phone: (865) 546-0500
Fax: (865) 525-5293
Attn: Steve McSween

if to Lessor:

CHCT Mississippi, LLC
3326 Aspen Grove Blvd. Suite 150
Franklin, Tennessee 37067
Attn.: Timothy Wallace, President
Phone: (615) 771-3052
Fax: (615) 771-3064

with a copy to:

Baker Donelson Bearman Caldwell & Berkowitz,
P.C.
211 Commerce, Suite 800
Nashville, Tennessee 37201
Attn: John A. Gupton III
Phone: (615) 726-7351
Fax: (615) 744-7351

or to such other address as either party may hereafter designate, and shall be effective upon receipt.

ARTICLE 32

PURCHASE RIGHTS

32.1 First Refusal to Purchase. During the Term hereof, provided that Lessee is not in default at such time, Lessee shall have a first refusal option to purchase the Leased Property upon the same terms and conditions as Lessor, or its successors and assigns, shall offer to sell the Leased Property (subject to Lessee's right of first refusal), or shall have received an offer from a third party to purchase the Leased Property, which Lessor intends to accept (or has accepted subject to Lessee's right of first refusal herein). If, during the Term Lessor makes such an offer or reaches such agreement with a third party, Lessor shall promptly notify Lessee of the purchase price and all other material terms and conditions of such offer or agreement, and Lessee shall have thirty (30) days after receipt of such notice from Lessor within which time to exercise Lessee's option to purchase. If Lessee exercises its option, then such transaction shall be consummated within sixty (60) days after the date of receipt by Lessor of notice of such exercise in accordance with the terms and conditions set forth therein and in accordance with the provisions of Article 17 hereof to the extent not inconsistent herewith, on the first day of the first month after all permits, if any, for owning or operating the Leased Property have been obtained by Lessee, but in no event later than one hundred twenty (120) days after the date of receipt by Lessor of notice of the exercise by Lessee of this option. If Lessee shall not exercise Lessee's option to purchase within said thirty (30) day period after receipt of said notice from Lessor, Lessor shall be free for a period of one (1) year after the expiration of said thirty (30) day period to sell the Leased Property to any third party at a price and upon terms no less favorable to Lessor than those so offered to Lessee. Whether or not such sale is consummated, Lessee shall

be entitled to exercise its right of first refusal as provided in this section, as to any subsequent sale of the Leased Property during the Term of this Lease.

32.2 Lessee's Option to Purchase the Leased Property. From and after the first day of the fifth (5th) Lease Year, effective on not less than ninety (90) days' prior written notice given at any time prior to the expiration of the Term of this Lease, Lessee shall have the option to purchase all (but not less than all) of the Leased Properties then leased by Lessee or an affiliate of Lessee from Lessor or an Affiliate of Lessor, for an amount equal to the investment Lessor has in the Leased Properties (as may be increased under the Lease) increased by a compounded rate of two percent (2%) per annum from Lease inception to the date of purchase (the "Option Purchase Price"). Lessor's investment in the Leased Properties consists of (i) the Purchase Price and cost of acquisition; (ii) capital improvements; (iii) unreimbursed costs of repair and maintenance; (iv) unreimbursed financing costs of Lessee's construction or retrofitting; and (v) any other costs to or for the benefit of the Leased Properties not reimbursed by Lessee.

ARTICLE 33 **DEFAULT BY LESSOR**

33.1 Default by Lessor. Lessor shall be in default of its obligations under this Lease if Lessor shall fail to observe or perform any term, covenant or condition of this Lease on its part to be performed and such failure shall continue for a period of thirty (30) days after notice thereof from Lessee, unless such failure cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Lessor, within said thirty (30) day period, proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof. The time within which Lessor shall be obligated to cure any such failure shall also be subject to extension of time due to the occurrence of any Unavoidable Delay. In the event Lessor fails to cure any such default within the grace period described above, Lessee, without waiving or releasing any obligations hereunder, and in addition to all other remedies available to Lessee hereunder or at law or in equity, may purchase the Leased Property from Lessor for the Option Purchase Price. In the event Lessee elects to purchase the Leased Property, it shall deliver a notice thereof to Lessor specifying a payment date occurring no less than ninety (90) days subsequent to the date of such notice on which it shall purchase the Leased Properties, and the same shall be thereupon conveyed in accordance with the provisions of Article 38.

33.2 Lessee's Right to Cure. Subject to the provisions of Section 34.1, if Lessor shall breach any covenant to be performed by it under this Lease, Lessee, after notice to and demand upon Lessor in accordance with Section 34.1, without waiving or releasing any obligation of Lessor hereunder, and in addition to all other remedies available hereunder and at law or in equity to Lessee, may (but shall be under no obligation at any time thereafter to) make such payment or perform such act for the account and at the expense of Lessor. All sums so paid by Lessee and all costs and expenses (including without limitation, reasonable attorneys' fees) so incurred, together with interest thereon at the Overdue Rate from the date on which such sums or expenses are paid or incurred by Lessee, shall be paid by Lessor to Lessee on demand. The rights of Lessee hereunder to cure and to secure payment from Lessor in accordance with this Section 34.2 shall survive the termination of this Lease.

ARTICLE 34

ARBITRATION

34.1 Controversies. Except with respect to the payment of Base Rent hereunder, in case any controversy shall arise between the parties hereto as to any of the requirements of this Lease or the performance thereof, which the parties shall be unable to settle by agreement or as otherwise provided herein, such controversy shall be determined by arbitration to be initiated and conducted as provided in this Article 34.

34.2 Appointment of Arbitrators. The party or parties requesting arbitration shall serve upon the other a demand therefor, in writing, specifying the matter to be submitted to arbitration, and nominating some competent disinterested person to act as an arbitrator. Within twenty (20) days after receipt of such written demand and notification, the other party shall, in writing, nominate a competent disinterested person and the two (2) arbitrators so designated shall, within ten (10) days thereafter, select a third arbitrator and give immediate written notice of such selection to the parties and shall fix in said notice a time and place for the first meeting of the arbitrators, which meeting shall be held as soon as conveniently possible after the selection of all arbitrators, at which time and place the parties to the controversy may appear and be heard.

34.3 Third Arbitrator. In case the notified party or parties shall fail to make a selection upon notice, as aforesaid, or in case the first two (2) arbitrators selected shall fail to agree upon a third arbitrator within ten (10) days after their selection, then such arbitrator or arbitrators may, upon application made by either of the parties to the controversy, after twenty (20) days' written notice thereof to the other party or parties, be appointed by any judge of any United States court of record having jurisdiction in the state in which the Leased Property is located or, if such office shall not then exist, by a judge holding an office most nearly corresponding thereto.

34.4 Arbitration Procedure. Said arbitrators shall give each of the parties not less than ten (10) days' written notice of the time and place of each meeting at which the parties or any of them may appear and be heard and after hearing the parties in regard to the matter in dispute and taking such other testimony and making such other examinations and investigations as justice shall require and as the arbitrators may deem necessary, they shall decide the questions submitted to them. The decision of said arbitrators in writing signed by a majority of them shall be final and binding upon the parties to such controversy. In rendering such decisions and award, the arbitrators shall not add to, subtract from or otherwise modify the provisions of this Lease.

34.5 Expenses. The expenses of such arbitration shall be divided between Lessor and Lessee unless otherwise specified in the award. Each party in interest shall pay the fees and expenses of its own counsel.

ARTICLE 35
FINANCING OF THE LEASED PROPERTY

Lessor agrees that, if it grants or creates any mortgage, lien, encumbrance or other title retention agreement ("Encumbrances") upon the Leased Property, Lessor shall cause the holder of each such Encumbrance to simultaneously agree (a) to give Lessee the same notice, if any, given to Lessor of any default or acceleration of any obligation underlying any such Encumbrance or any sale in foreclosure of such Encumbrance, (b) to permit Lessee to cure any such default on Lessor's behalf within any applicable cure period, in which event Lessor agrees to reimburse Lessee for any and all out-of-pocket costs and expenses incurred to effect any such cure (including reasonable attorneys' fees), (c) to permit Lessee to appear with its representatives and to bid at any foreclosure sale with respect to any such Encumbrance and (d) to enter into an agreement with Lessee containing the provisions described in Article 36 of this Lease.

ARTICLE 36
SUBORDINATION AND NON-DISTURBANCE

At the request from time to time by one or more institutional holders of a mortgage or deed of trust that may hereafter be placed upon the Leased Property or any part thereof, and any and all renewals, replacements, modifications, consolidations, spreaders and extensions thereof, Lessee will subordinate this Lease and all of Lessee's rights and estate hereunder to each such mortgage or deed of trust and agree with each such institutional holder that Lessee will attorn to and recognize such holder or the purchaser at any foreclosure sale or any sale under a power of sale contained in any such mortgage or deed of trust, as the case may be, as Lessor under this Lease for the balance of the Term then remaining, subject to all of the terms and provisions of this Lease; provided, however, that each such institutional holder simultaneously executes, delivers and records a written agreement (a) consenting to this Lease and agreeing that, notwithstanding any such other lease, mortgage, deed of trust, right, title or interest, or any default, expiration, termination, foreclosure, sale, entry or other act or omission under, pursuant to or affecting any of the foregoing, Lessee shall not be disturbed in peaceful enjoyment of the Leased property nor shall this Lease be terminated or canceled at any time, except in the event Lessor shall have the right to terminate this Lease under the terms and provisions expressly set forth herein; (b) agreeing that for any period while it is Lessor hereunder, it will perform, fulfill and observe all of Lessor's representations, warranties and agreements set forth herein; and (c) agreeing that all proceeds of the casualty insurance described in Article 14 of this Lease and all Awards described in Article 15 will be made available to Lessor for restoration of the Leased Property as and to the extent required by this Lease, subject only to reasonable regulation regarding the disbursement and application thereof.

ARTICLE 37
MISCELLANEOUS

37.1 General. Anything contained in this Lease to the contrary notwithstanding, all claims against, and liabilities of, Lessee or Lessor arising prior to any date of termination of this Lease shall survive such termination. If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application

of such term or provision shall not be affected thereby. If any late charges provided for in any provision of this Lease are based upon a rate in excess of the maximum rate permitted by applicable law, the parties agree that such charges shall be fixed at the maximum permissible rate. Neither this Lease nor any provision hereof may be changed, waived, discharged or terminated except by an instrument in writing and in recordable form signed by Lessor and Lessee. All the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The headings in this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Lease shall be governed by and construed in accordance with the laws of Tennessee but not including its conflict of laws rules. This Lease shall not be binding upon Lessor until both Lessee and Lessor have executed this Lease and Lessor has delivered an executed original Lease executed by the parties to Lessee.

37.2 Transfer of Licenses. Upon the expiration or earlier termination of the Term, Lessee shall use its best efforts to transfer to Lessor or Lessor's nominee all licenses, operating permits and other governmental authorizations and all contracts, including contracts with governmental or quasi-governmental entities which may be necessary or useful in the operation of the Leased Property.

37.3 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original copy but which shall constitute one instrument. Furthermore, the parties agree that (i) this Lease may be transmitted between them by facsimile machine or email, (ii) that this Lease may be executed by facsimile or e-mail signatures, (iii) that facsimile or e-mail signatures shall have the effect of original signatures, and (iv) that a faxed or e-mailed Lease containing the signatures (original, faxed, or e-mailed) of all the parties hereto shall be binding on a party when the signature page of such party is transmitted to the other party hereto accompanied by instructions to insert same into a complete original of this Lease.

37.4 Confidentiality. Lessor and Lessee, and each of its respective principals, agents, employees and attorneys, agree to use commercially reasonable efforts to keep the financial terms of this Lease strictly confidential, and shall not disclose, directly or indirectly, those terms to any other person or entity without first obtaining the prior written consent of the other party; provided, however, that consent shall not be required for any disclosure: (i) to a Party's officers, directors, employees, lenders, accountants, attorneys or current or potential investors in or purchasers of a Party's business; or (ii) compelled by applicable laws, regulations or court orders. This confidentiality provision shall apply to the receipt of any confidential financial information or business records either Party may receive from the other.

37.5 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Mississippi.

37.6 Representation of Anti-Terrorism Compliance. Lessee hereby represents and warrants to Lessor that Lessee is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction or dealing with any prohibited Person, including the

making or receiving or any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13221; (4) engaging in or conspiring to engage in any transaction that evades or avoids, or had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (5) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "Antiterrorism Law" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 100', and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism" "Prohibited Person" is defined as (1) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Lessee or Lessor is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office Of Foreign Assets Control as its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56).

ARTICLE 38
MEMORANDUM OF LEASE

Lessor and Lessee shall, promptly upon the request of either, enter into a short form memorandum of this Lease, in form suitable for recording under the laws of the state in which the Leased Property is located in which reference to this Lease, and all options contained herein, shall be made.

[Signatures on Following Page]


IN WITNESS WHEREOF, the parties have caused this Lease to be executed and effective as of the date of the last party hereto to execute this Lease.

LESSOR:

CHCT Mississippi, LLC

By: Community Healthcare Trust Services, Inc.,
a Tennessee corporation, its Manager

By:

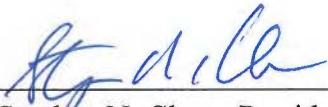

W. Page Barnes,
Executive Vice President

Date: 11/14/17

IN WITNESS WHEREOF, the parties have caused this Lease to be executed and effective as of the date of the last party hereto to execute this Lease.

LESSEE:

Batesville Regional Medical Center, Inc.

By: 
Stephen N. Clapp, President

Date: November 1, 2017

EXHIBIT A

Property Description

The Land referred to herein below is situated in the County of Panola, State of Mississippi, and is described as follows:

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 S 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 S 01°01'22" W 298.00' TO THE POINT OF BEGINNING.

4815-9507-0546

2933884-000002

EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2017 and subsequent years and not yet due and payable.
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. 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.
4. 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.
5. Matters reflected on survey by Blew & Associates, PA dated May 1, 2017, and designated as Job No. 17-525.

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GUARANTY

GUARANTY OF OBLIGATIONS PURSUANT TO MASTER LEASE AGREEMENT

The undersigned, **Curae Health, Inc.**, ("Guarantor"), as a material and necessary inducement to CHCT Mississippi, LLC, a Delaware limited liability company (the "Lessor"), to enter into a Master Lease Agreement of even date herewith (the "Lease") with Batesville Regional Medical Center, Inc. (the "Lessee") affecting the lease by the Lessor to the Lessee of a psychiatric hospital located on the real property described in Exhibit "A" (the "Property"), hereby represents, warrants, covenants and agrees as follows:

1. Guarantor hereby irrevocably guarantees to the Lessor the payment when due of all rent and all other sums payable by Lessee under the Lease and the faithful and prompt performance when due of each and every one of the terms, conditions and covenants to be kept and performed by the Lessee under the Lease, and any and all amendments, extensions and renewals of the Lease. In the event of the failure of the Lessee to pay any such rent or other sums, or to render any other performance required of the Lessee under the Lease, if and when due, the Guarantor shall forthwith perform all provisions of the Lease to be performed by the Lessee thereunder. It is understood and agreed that the aggregate amount of the obligations guaranteed hereby may not exceed the amount which accrues under the Lease, provided that the Guarantor shall be obligated to pay for all reasonable costs and expenses that are incurred by the Lessor in enforcing this Guaranty.

2. In such manner, upon such terms and at such times as the Lessor in its sole discretion deems necessary or expedient, and without notice to or consent by the Guarantor, which notice and consent are hereby expressly waived by the Guarantor, the Lessor may alter, compromise, accelerate, extend or change the time or manner for the payment or the performance of any obligation hereby guaranteed, release the Lessee by consent to any assignment (or otherwise) as to all or any portion of the obligations hereby guaranteed, release, substitute or add any one or more guarantors, accept additional or substituted security for any obligation secured hereby, release or subordinate any security for any obligation secured hereby or release or substitute the Property now or hereafter covered by the Lease for any other facility. No exercise or non-exercise by the Lessor of any right hereby given the Lessor (or neglect or delay in connection therewith), no dealing by the Lessor with the Guarantor or any other guarantor or any other person, and no change, impairment, release or suspension of any right or remedy of the Lessor against any person, including the Lessee and any other guarantor, shall in any way affect any of the obligations of the Guarantor hereunder or any security furnished by the Guarantor or give the Guarantor any recourse or offset against the Lessor. If the Lessor has exculpated the Lessee from personal liability in whole or in part, said exculpation shall not affect the obligations of the Guarantor hereunder, it being understood that the Guarantor's obligations hereunder are independent of the obligations of the Lessee and are to be construed as if no such exculpation had been given to the Lessee by the Lessor. It is further understood and agreed that if any such exculpation has been or at any time hereafter is given to the Lessee, the Lessor has done or will do so in reliance upon the agreements of the Guarantor expressed herein.

3. In addition to and without derogation of or limitation on any liens and rights of setoff given to Lessor by law against any property of Lessee or of Guarantor, Lessor shall have a general lien on and security interest in and a right of setoff against all property of Guarantor now or hereafter in the possession of or under the control of Lessor whether held in a general or special account, on deposit, held for safekeeping or otherwise in the possession of or under the control of Lessor. Each such lien, security interest and right of setoff may be enforced or exercised without demand upon or notice to Guarantor, shall continue in full force unless specifically waived or released by Lessor in writing and shall not be deemed waived by any conduct of Lessor, by any failure of Lessor to exercise any such right of setoff or to enforce any such lien or security interest or by any neglect or delay in so doing.

4. Subject to the provisions of the last sentence of this Section, the Guarantor hereby waives and relinquishes all rights and remedies accorded by applicable law to sureties and/or guarantors or any other accommodation parties, under any statutory provisions, common law or any other provision of law, custom or practice, and agrees not to assert or take advantage of any such rights or remedies including, but not limited to, (a) any right to require the Lessor to proceed against the Lessee or any other person or to proceed against or exhaust any security held by Lessor at any time or to pursue any other remedy in the Lessor's power before proceeding against the Guarantor; (b) any defense that may arise by reason of incapacity, lack of authority, insolvency, bankruptcy, death or disability of any other person or persons or the failure of the Lessor to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons; (c) any defense arising because of the Lessor's election, in any proceeding instituted under the Federal Bankruptcy Code, together with all amendments and revisions thereto (the "Bankruptcy Code"), of the application of Section 1111(b)(2) of the Bankruptcy Code; (d) any defense based on any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code; (e) any duty on the part of Lessor to disclose to Guarantor any facts Lessor may now or hereafter know about Lessee, regardless of whether Lessor has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that the undersigned is fully responsible for being and keeping informed of the financial condition of Lessee and of all circumstances bearing on the risk of non-payment or non-performance of any obligations or indebtedness hereby guaranteed; or (f) any amendment, extension or renewal of the Lease. The Guarantor hereby waives all notices of acceptance of this Guaranty, protest, notice of intention to accelerate (and notice of such acceleration), demand and dishonor, presentment, and all other demands of any kind now or hereafter provided for by any statute or rule of law. Notwithstanding anything to the contrary in this Guaranty, the Guarantor shall have as a defense to payment or performance hereunder each and every defense, real and personal, which the Lessee may have to the payment or performance under the Lease, it being the intention of the Guarantor and the Lessor that the Guarantor's obligations hereunder shall not be greater, more burdensome or otherwise different from the Lessee's obligations under the Lease.

5. Until all obligations of the Lessee under the Lease have been satisfied and discharged in full, the Guarantor shall have no right of subrogation and hereby waives any right to enforce any remedy which the Lessor now has or may hereafter

have against the Lessee and any benefit of, and any right to participate in, any security now or hereafter held by the Lessor with respect to the Lease.

6. All existing and future obligations or indebtedness of Lessee to Guarantor are hereby subordinated to all indebtedness and other obligations hereby guaranteed. Upon the occurrence of an Event of Default under and as defined under the Lease, such subordinated indebtedness and capital shall not be paid or withdrawn in whole or in part and at Lessor's request, Guarantor shall cause Lessee to pay to Lessor on account of the guaranteed indebtedness all or any part of such subordinated indebtedness and any capital which Guarantor is entitled to withdraw. Any such payment by Lessee in violation of this guaranty shall be received by Guarantor in trust for Lessor, and Guarantor shall cause the same to be paid to Lessor immediately on account of the indebtedness of Lessee to Lessor. No such payment shall reduce or affect in any manner the liability of Guarantor under this guaranty.

7. Notwithstanding any modification or discharge of the obligations guaranteed hereby (or any part thereof) or any amendment, modification, rearrangement, stay, or cure of any of the Lessor's rights, remedies or recourses under the Lease which may occur in any bankruptcy or reorganization case or proceeding concerning the Lessee, whether permanent or temporary, and whether or not assented to by the Lessor, the Guarantor hereby agrees that the Guarantor shall be obligated under this Guaranty to pay and perform all of the obligations guaranteed hereby in accordance with the respective terms of the Lease and of this Guaranty in effect on the date hereof. The Guarantor understands and acknowledges that, by virtue of this Guaranty, the Guarantor has specifically assumed any and all risk of a bankruptcy, reorganization, or other case or proceeding under any of the Debtor Relief Laws (as hereinafter defined) with respect to the Lessee. The term "Debtor Relief Laws," as used in this Guaranty, shall mean the Bankruptcy Code or any other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, suspension of payments, or similar debtor relief law from time to time in effect which affects the rights of creditors generally.

8. With or without notice to the Guarantor, the Lessor, in the Lessor's sole discretion and at any time and from time to time and in such manner and upon such terms as the Lessor deems fit, may (a) apply any or all payments or recoveries from the Lessee or from any other guarantor under any other instrument or realized from any security, in such manner and order of priority as the Lessor may determine, to any indebtedness or other obligation of the Lessee with respect to the Lease, whether or not such indebtedness or other obligation is guaranteed hereby or is otherwise secured or is due at the time of such application, and (b) refund to the Lessee any payment received by the Lessor under the Lease.

9. The amount of the Guarantor's liability and all rights, powers and remedies of the Lessor hereunder and under any other agreement now or at any time hereafter in force between Lessor and Guarantor, including any other guaranty executed by Guarantor relating to any indebtedness or other obligation of any lessee to Lessor, shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to the Lessor by law. This Guaranty is in addition to and exclusive of the guaranty of any other guarantor of any indebtedness of the Lessee to the Lessor.

10. The obligations of the Guarantor hereunder are primary, direct and independent of the obligations of the Lessee and, in the event of any default by the

Lessee under the Lease (beyond any period of cure provided therein), a separate action may be brought and prosecuted against the Guarantor whether or not the Lessee is joined therein or a separate action is brought against the Lessee. The Lessor may maintain successive actions for other defaults. The Lessor's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all indebtedness and obligations, the payment and performance of which are hereby guaranteed, have been paid and fully performed.

11. The Guarantor shall pay to the Lessor all reasonable attorneys' fees and all costs and expenses which the Lessor expends or incurs in enforcing performance of any indebtedness or other obligation hereby guaranteed or in enforcing this Guaranty against the Guarantor, whether or not suit is filed, expressly including but not limited to all costs, reasonable attorneys' fees and expenses incurred by the Lessor in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving the Guarantor which in any way affects the exercise by the Lessor of its rights and remedies hereunder.

12. The most recent financial statements certified by the chief executive officer of the Guarantor and if is available and in Guarantor's possession or control audited financial statements heretofore delivered to the Lessor, if any, have been prepared in accordance with generally accepted accounting principles and fairly present the financial condition of the Guarantor as of the date thereof and no material adverse change has occurred in the financial condition of Guarantor since the respective dates thereof. Guarantor upon request of Lessor shall deliver to Lessor its most recent financial statement in accordance with the first sentence hereof but not more often than annually; provided, however, if an Event of Default under the Lease occurs Guarantor shall deliver to Lessor financial statements in accordance with the first sentence hereof at such times as Lessor shall request.

13. If any provision or portion thereof of this Guaranty is declared or found by a court of competent jurisdiction to be unenforceable or null and void, such provision or portion thereof shall be deemed stricken and severed from this Guaranty, and the remaining provisions and portions thereof shall continue in full force and effect.

14. This Guaranty shall inure to the benefit of the Lessor, its successors and assigns, and any subsequent owners of the Property who succeed to all or any portion of the Lessor's obligations and rights under the Lease, and shall bind the heirs, executors, administrators, personal representatives, successors and assigns of the Guarantor; provided that the Guarantor may not, without the Lessor's prior written consent, assign or transfer any of its powers, duties or obligations under this Guaranty. This Guaranty may be assigned by the Lessor with respect to all or any portion of the indebtedness or obligations hereby guaranteed to any subsequent owners or encumbrances of the Property, and when so assigned the Guarantor shall be liable to the assignees under this Guaranty without in any manner affecting the liability of the Guarantor hereunder with respect to any indebtedness or obligations retained by the Lessor.

15. Neither any provision of this Guaranty nor any right of either the Lessor or the Guarantor hereunder can be waived in whole or in part nor can the Guarantor be released from the Guarantor's obligations hereunder except by a writing duly executed by an authorized officer of the waiving or releasing party.

16. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever. The term "Lessee" as used herein shall mean the party herein so named and its successors including, but not limited to, a debtor in possession under Chapter 11 of the Bankruptcy Code.

17. EXCEPT WHERE FEDERAL LAW IS APPLICABLE AND UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE. The Guarantor hereby: (a) irrevocably submits to the non-exclusive jurisdiction of the state and federal courts of the State of Tennessee in any legal proceeding arising out of, or in connection with, this Guaranty, the Lease and the obligations guaranteed hereby as provided for by Tennessee law; and (b) irrevocably consents to the service of process upon the Guarantor by the mailing of copies thereof by certified mail, return receipt requested, postage prepaid, to the Guarantor at Curae Health, Inc., 121 Lemart Street, Clinton, TN 37716-2632, Attention: Stephen Clapp, or such other address of which the Guarantor shall notify the Lessor in writing. Nothing herein shall affect the rights of the Lessor to commence legal proceedings or otherwise proceed against the Guarantor in any jurisdiction or to serve process in any manner permitted by applicable law, and nothing herein shall constitute a general consent to jurisdiction or service of process.

18. THIS GUARANTY REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature page to follow.]

EXECUTED as of November 1, 2017.

Curae Health, Inc.

By: 

Its: President

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: 01/21/2019

Trustee:

Last Date to file (Govt):

Creditor: (6824944)
CHCT Mississippi, LLC
c/o Erno D. Lindner
633 Chestnut St.
Suite 1900
Chattanooga, TN 37450

Claim No: 234
Original Filed
Date: 01/18/2019
Original Entered
Date: 01/18/2019

Status:
Filed by: CR
Entered by: ERNO DAVID
LINDNER
Modified:

Amount claimed: \$38459.35

History:

[Details](#) [234-1](#) 01/18/2019 Claim #234 filed by CHCT Mississippi, LLC, Amount claimed: \$38459.35 (LINDNER, ERNO)

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

Total Amount Claimed*	\$38459.35
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		