

**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>CHS/Community Health Systems, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>  <u>Paul G. Jennings/Bass, Berry &amp; Sims PLC</u> Name <u>150 3rd Ave. S., Suite 2800</u> Number Street <u>Nashville, TN 37201</u> City State ZIP Code  Contact phone <u>615-742-6267</u> Contact email <u>pjennings@bassberry.com</u>  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b>  _____ Name _____ Number Street _____ City State ZIP Code  Contact phone _____ Contact email _____
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**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
<b>7. How much is the claim?</b>	\$ <u>29,078,403.56</u> <b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). Claim amount includes interest of 2,396,801.79
<b>8. What is the basis of the claim?</b>	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>guaranty as part of hospital sale financing</u>
<b>9. Is all or part of the claim secured?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property.  <b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>all Debtor's assets and personal property which are related to the hospitals owned and operated by Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc. as further described in attached Security Agreement</u>  <b>Basis for perfection:</b> <u>see attached security agreement and UCC filings</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ <u>unknown</u> <b>Amount of the claim that is secured:</b> \$ <u>unknown</u> <b>Amount of the claim that is unsecured:</b> \$ <u>unknown</u> (The sum of the secured and unsecured amounts should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) <u>8.00%</u> or any applicable default rate <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
<b>10. Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
<b>11. Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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/ Justin Pitt  
Signature

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

Name	Justin Pitt		
	First name	Middle name	Last name
Title	Senior Vice President and Chief Litigation Counsel		
Company	CHS/Community Health Systems, Inc.		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	4000 Meridian Blvd.		
	Number	Street	
	Franklin, TN 37067		
	City	State	ZIP Code
Contact phone	615-465-7370	Email	Justin_Pitt@chs.net

## PROMISSORY NOTE

November 1, 2017

\$13,133,839.64

FOR VALUE RECEIVED, CLARKSDALE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (the "**Borrower**"), promises and agrees to pay to the order of CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the "**Lender**"), at its offices in Franklin, Tennessee, or at such other place as may be designated in writing by the holder, in lawful money of the United States of America, the principal sum of Thirteen Million One Hundred Thirty-Three Thousand Eight Hundred Thirty-Nine and 64/100 Dollars (\$13,133,839.64), together with interest from the date hereof on the unpaid principal balance outstanding from time to time hereon computed at a fixed rate of interest equal to eight percent (8%) per annum. The interest rate hereunder shall be calculated based on a year of 360 days for the actual number of days elapsed.

This Note is issued pursuant to and in connection with that certain Loan Agreement dated May 1, 2017 by and among Borrower, Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc., Guarantor and Lender, as amended by First Amendment to Loan Agreement of even date herewith (as such may be further amended and/or restated from time to time, the "**Loan Agreement**"). Capitalized terms not defined herein shall have such meaning as set forth in the Loan Agreement.

The original principal amount of this Note shall be stated in Schedule 1 to this Note. This Note shall be payable as follows: (a) commencing on December 31, 2017 and continuing on the last day of each consecutive calendar quarter thereafter through and including March 31, 2018, the Borrower shall pay to the Lender all accrued interest on this Note; (b) commencing June 30, 2018 and continuing on the last day of each consecutive calendar quarter thereafter through and including September 30, 2020, the Borrower shall pay to the Lender a quarterly principal and interest payment in an amount sufficient (as determined by Lender) to fully amortize the Loan "mortgage style" over an amortization period of twenty years based on the outstanding principal amount of this Note on March 31, 2018; and (c) this Note shall mature on October 30, 2020 (the "**Maturity Date**"), at which time the Borrower shall pay to the Lender an amount equal to all outstanding principal, plus all accrued and unpaid interest.

The principal amount of this Note set forth on Schedule 1 may be increased or decreased, as the case may be, by the amount of any adjustments to Net Working Capital (as defined in that certain Amended and Restated Asset Purchase Agreement by and between CHS/Community Health Systems, Inc. and Curae Health, Inc., dated as of April 27, 2017, as amended by First Amendment to Amended and Restated Asset Purchase Agreement dated as of October 30, 2017 (as so amended, the "Purchase Agreement") in respect of the Clarksdale Hospital (as defined in the Loan Agreement) as of the Effective Time (as defined in the Purchase Agreement). Such adjustment (the "Working Capital Adjustment") to this Note shall be effective as of the date determined in Section 1.7(b) of the Purchase Agreement. Interest on the principal amount of this Note, as adjusted by the final Working Capital Adjustment, shall accrue from the original issuance date hereof.

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

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

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

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

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

This Note is a secured promissory note.

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

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

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

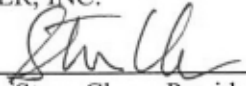
This Note may not be changed or terminated without the prior written approval of the Lender and the Borrower. No waiver of any term or provision hereof shall be valid unless in writing signed by the holder. This Note and the payments due hereon are subject in all respects to the Debt Subordination Agreement.

[signatures commence on next page]

ENTERED INTO as of the date first above written.

**BORROWER:**

CLARKSDALE REGIONAL MEDICAL  
CENTER, INC.

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

SCHEDULE 1

Principal Amount of Note

\$13,133,839.64

- 4 -

1/4360483.3

## FIRST AMENDMENT TO PROMISSORY NOTE

This First Amendment to Promissory Note (this “**Amendment**”) is executed as of this 13<sup>th</sup> day of December, 2017, by **CLARKSDALE REGIONAL MEDICAL CENTER, INC.**, a Tennessee nonprofit corporation (the “**Borrower**”), and **CHS/COMMUNITY HEALTH SYSTEMS, INC.**, a Delaware corporation (the “**Lender**”).

### Recitals

A. The Borrower executed to the order of the Lender that certain Promissory Note dated November 1, 2017, in the principal amount of \$13,133,839.64 (the “**Note**”).

B. The Borrower has requested that the Lender make certain amendments to the Note, as more particularly set forth herein.

C. The Lender has agreed to such amendments on certain conditions, one of which is the execution of this Amendment by the Borrower.

### Agreement

NOW, THEREFORE, in consideration of the above Recitals, the Borrower and the Lender hereby amend the Note as follows:

1. The Borrower acknowledges that the outstanding principal balance under the Note is \$13,133,839.64 on the date hereof.

2. The following legend is hereby added to the top of page one of the Note:

This instrument/agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in (a) that certain Amended and Restated Debt Subordination Agreement (the “**Term Subordination Agreement**”) dated as of December 13, 2017, among CHS/COMMUNITY HEALTH SYSTEMS, INC., CURAE HEALTH, INC., a Tennessee nonprofit corporation (the “**Guarantor**”), AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (“**Amory**”), BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (“**Batesville**”), and Clarksdale Regional Medical Center, Inc., a Tennessee corporation (“**Clarksdale**”, and collectively with Amory and Batesville, the “**Borrowers**”; the Borrowers collectively with the Guarantor, the “**Loan Parties**”) and SERVISFIRST BANK, as Senior Lender (together with its successors and assigns, “**Senior Term Lender**”), to the indebtedness (including interest) owed pursuant to that certain Loan Agreement dated as of May 1, 2017, between the Loan Parties and Senior Term Lender, as such Loan Agreement has been and hereafter may be amended, supplemented, or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as



contemplated by the Subordination Agreement (the “**Senior Term Loan Agreement**”); and (b) that certain Subordination Agreement dated as of December 13, 2017 among MIDCAP FINANCIAL TRUST, a Delaware statutory trust (together with its successors and assigns, “**Senior Revolving Lender**” and together with Senior Term Lender, “**Senior Lender**”), CHS/COMMUNITY HEALTH SYSTEMS, INC., and the Loan Parties (the “**Revolving Subordination Agreement**” and together with the Term Subordination Agreement, the “**Debt Subordination Agreement**”), to the indebtedness (including interest) owed pursuant to that certain Credit and Security Agreement dated as of December 13, 2017, among the Loan Parties and Senior Revolving Lender, as such Credit and Security Agreement may be amended, restated, supplemented or otherwise modified from time to time (the “**Senior Revolving Credit Agreement**”); and each signatory of this agreement and its successors and assigns, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Debt Subordination Agreement.

Notwithstanding the execution of this Amendment, the indebtedness evidenced by the Note shall remain in full force and effect, and nothing contained herein shall be interpreted or construed as resulting in a novation of such indebtedness. The Borrower acknowledges and agrees that there are no offsets or defenses to payment of the obligations evidenced by the Note, as hereby amended, and hereby waives any defense, claim or counterclaim of the Borrower regarding the obligations of the Borrower under the Note, as hereby amended. The Borrower represents that there are no conditions of default or facts or consequences which will or could lead to a default under the obligations due from the Borrower under the Note, as amended herein.

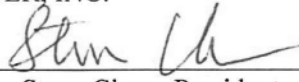
Except as expressly amended hereby, the Note shall remain in full force and effect in accordance with its terms.

[Signature Page Follows]

ENTERED INTO as of the date first written above.

**BORROWER:**

CLARKSDALE REGIONAL MEDICAL  
CENTER, INC.

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

**LENDER:**

CHS/COMMUNITY HEALTH SYSTEMS,  
INC.

By: \_\_\_\_\_  
Terry H. Hendon, Vice President

[Signature Page to First Amendment to Promissory Note]

ENTERED INTO as of the date first written above.

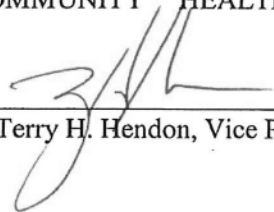
**BORROWER:**

CLARKSDALE REGIONAL MEDICAL  
CENTER, INC.

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

**LENDER:**

CHS/COMMUNITY HEALTH SYSTEMS,  
INC.

By:  \_\_\_\_\_  
Terry H. Hendon, Vice President

[Signature Page to First Amendment to Promissory Note]



**Tre Hargett**  
Secretary of State

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

BRADLEY ARANT BOULT CUMMINGS LLP  
JULIA BERNSTEIN  
1819 FIFTH AVENUE NORTH  
BIRMINGHAM, AL 35203

December 18, 2017 2:38 PM

Financing Statement Doc #: 427975961  
DLN #: B0463-3080

### UCC Financing Statement Acknowledgment

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

Tre Hargett  
Secretary of State

Enclosures: Original Documents

#### DEBTOR INFORMATION

CLARKSDALE REGIONAL MEDICAL CENTER, INC. 121 LEINART STREET  
CLINTON, TN 37716

#### SECURED PARTY INFORMATION

CHS/COMMUNITY HEALTH SYSTEMS, INC. 4000 MERIDIAN BOULEVARD  
FRANKLIN, TN 37067

#### RECORDING TAX

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

#### FILING INFORMATION

Financing Statement Doc #: 427975961  
Filing Date: 12/18/2017 2:27 PM  
Lapse Date: 12/18/2022 11:59 PM  
Optional Filer Ref Data 020304-302454 FILED WITH THE TN SOS

#### Document Receipt

Receipt #: 3705002	Fees Paid:	\$15.00
	Taxes Paid:	\$0.00
Payment-Check/MO - BRADLEY ARANT BOULT CUMMINGS LLP, NASHVILLE, TN		\$75.00
Deposit-Account - BRADLEY ARANT BOULT CUMMINGS LLP, NASHVILLE, TN		\$60.00

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Julia Bernstein 205-521-8000</b>	
B. E-MAIL CONTACT AT FILER (optional) <b>jbernstein@bradley.com</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px;"> <b>Julia Bernstein</b>  <b>Bradley Arant Boult Cummings LLP</b>  <b>1819 Fifth Avenue North</b>  <b>Birmingham, Alabama 35203</b> </div>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME <b>CLARKSDALE REGIONAL MEDICAL CENTER, INC.</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>121 Leinart Street</b>		CITY <b>Clinton</b>	STATE <b>TN</b>	POSTAL CODE <b>37716</b>
			COUNTRY <b>USA</b>	

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

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

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

3a. ORGANIZATION'S NAME <b>CHS/COMMUNITY HEALTH SYSTEMS, INC.</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>4000 Meridian Boulevard</b>		CITY <b>Franklin</b>	STATE <b>TN</b>	POSTAL CODE <b>37067</b>
			COUNTRY <b>USA</b>	

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

See Exhibit A attached hereto and made a part hereof for a description of the collateral.

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

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: <b>020304-302454 filed with the TN SOS</b>	

# **EXHIBIT A**

All assets of the Debtor, other than the following, which shall be specifically excluded:

- (a) all of Debtors' Accounts and cash on hand, and all of Debtors' money, contract rights, chattel paper, documents, Deposit Accounts, securities accounts, securities, investment property and Instruments with respect thereto, and all of Debtors' rights, remedies, security, liens and supporting obligations, in, to and in respect of the foregoing, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guarantees or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any Account Debtor, and credit and other insurance;
- (b) to the extent not listed above, all of Debtors' money, securities, investment property, Deposit Accounts, Securities Accounts, Instruments and other property and the proceeds thereof that are now or hereafter held or received by, in transit to, in possession of, or under the control of Agent or a bailee or Affiliate of Agent, whether for safekeeping, pledge, custody, transmission, collection or otherwise;
- (c) to the extent not listed above, all of Debtors' now owned or hereafter acquired Deposit Accounts or Securities Accounts into which Accounts or the proceeds of Accounts are deposited, including the Lockbox Account and all signature cards, account agreements and other documents relating to the Deposit Accounts or Securities Accounts;
- (d) all of Debtors' right, title and interest in, to and in respect of all goods relating to, or which by sale or consumption have resulted in, Accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods;
- (e) all of Debtors' Healthcare Permits; and
- (f) all of Debtors' general intangibles (including, without limitation, payment intangibles) and other property of every kind and description with respect to, evidencing or relating to its Accounts, including, without limitation, all of Debtors' rights in any interim management agreement and/or operations transfer agreement, all existing and future customer lists, choses in action, claims, books, records, ledger cards, contracts, licenses, formulae, tax and other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies, and computer programs, tapes, programs, discs, information, software, records, and data, all computers, word processors, printers, switches, interfaces, source codes, mask works, software, web servers, website service contracts, internet connection contract or line lease, website hosting service contract, website license agreements, back-up copies of website content, contracts with website advertisers, scripts, codes or Active-X controls, technology escrow

agreements, website content development agreements, all rights, of whatever form, in and to domain names, instructional material, and connectors and all parts, accessories, additions, substitutions, or options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items as the same relates to the Accounts or is otherwise necessary or helpful in the collection thereof or realization thereon.

The following terms shall have the following meanings:

**“Accounts”** means, collectively, (a) any right to payment of a monetary obligation, whether or not earned by performance, (b) without duplication, any “account” (as defined in the UCC), any accounts receivable (whether in the form of payments for services rendered or goods sold, rents, license fees or otherwise), any “health-care-insurance receivables” (as defined in the UCC), any “payment intangibles” (as defined in the UCC) and all other rights to payment and/or reimbursement of every kind and description, whether or not earned by performance, (c) all accounts, “general intangibles” (as defined in the UCC), Intellectual Property, rights, remedies, guarantees, “supporting obligations” (as defined in the UCC), “letter-of-credit rights” (as defined in the UCC) and security interests related to the assets described in subparagraphs (a) or (b) of this definition, all rights of enforcement and collection, all books and records evidencing or related to the assets described in subparagraphs (a) or (b) of this definition, and all rights under the Senior Revolving Credit Agreement (and all other documents executed in connection with the Senior Revolving Credit Agreement) in respect of the foregoing, (d) all information and data compiled or derived by any Debtor or to which any Debtor is entitled in respect of or related to the foregoing, and (e) all proceeds of any of the foregoing.

**“Affiliate”** means, (a) with respect to any Person, any Person that directly or indirectly controls such Person and (b) with respect to any Person, any Person that is controlled by or is under common control with such controlling Person. As used in this definition, the term “control” of a Person means the possession, directly or indirectly, of the power to vote five percent (5%) or more of any class of voting securities of such Person or to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**“Agent”** means MidCap Financial Trust, a Delaware statutory trust, and its successors and assigns.

**“Governmental Authority”** means any nation or government, any state, local or other political subdivision thereof, and any agency, department or Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other Person owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing, whether domestic or foreign.

**“Healthcare Laws”** shall mean (a) Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute), including specifically, the Ethics

in Patient Referrals Act, as amended (the “Stark Law”), 42 U.S.C. § 1395nn; Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, 31 U.S.C. §§ 3729-3733 (as amended); the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; the Exclusion Laws, 42 U.S.C. § 1320a-7; HIPAA and all applicable implementing regulations, rules, ordinances, judgments, and orders; (b) all applicable state and local statutes, regulations, rules, ordinances, judgments, and orders pertaining to the licensure and operation of hospitals and healthcare facilities, including any corresponding state statutes and applicable implementing regulations that address the subject matter of the federal laws identified in clause (a); (c) laws related to the possession, control, warehousing, marketing, sale and distribution of pharmaceuticals; (d) all laws, policies, procedures, requirements and regulations pursuant to which Healthcare Permits are issued; and (e) any and all other applicable health care laws, regulations, manual provisions, policies and administrative guidance, each of (a) through (e) as may be amended from time to time.

**“Healthcare Permit”** means a Permit (a) issued or required under Healthcare Laws applicable to the business of any Debtor, or any of their Subsidiaries or necessary in the possession, ownership, warehousing, marketing, promoting, sale, labeling, furnishing, distribution or delivery of goods or services under Healthcare Laws, (b) issued by any Person from which any Debtor has received an accreditation, and/or (c) issued or required under Healthcare Laws applicable to the ownership, leasing or operation of any business location of a Debtor.

**“Intellectual Property”** means, with respect to any Person, all patents, patent applications and like protections, including improvements divisions, continuation, renewals, reissues, extensions and continuations in part of the same, trademarks, trade names, trade styles, trade dress, service marks, logos and other business identifiers and, to the extent permitted under applicable law, any applications therefor, whether registered or not, and the goodwill of the business of such Person connected with and symbolized thereby, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative works, whether published or unpublished, technology, know-how and processes, operating manuals, trade secrets, computer hardware and software, rights to unpatented inventions and all applications and licenses therefor, used in or necessary for the conduct of business by such Person and all claims for damages by way of any past, present or future infringement of any of the foregoing.

**“Lockbox Account”** means an account or accounts maintained with a United States of America depository institution designated from time to time by Agent into which collections of Accounts are paid, which account or accounts shall be, if requested by Agent, opened in the name of Agent (or a nominee of Agent).

**“Person”** means any natural person, corporation, limited liability company, professional association, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any governmental authority.



**“Subsidiary”** means, with respect to any Person, (a) any corporation of which an aggregate of more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, capital stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person or one or more Subsidiaries of such Person, or with respect to which any such Person has the right to vote or designate the vote of more than fifty percent (50%) of such capital stock whether by proxy, agreement, operation of law or otherwise, and (b) any partnership or limited liability company in which such Person (whether directly or indirectly through another Person) shall have an interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%) or of which any such Person is a general partner or may exercise the powers of a general partner. Unless the context otherwise requires, each reference to a Subsidiary shall be a reference to a Subsidiary of Debtor.

This instrument/agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Debt Subordination Agreement (the **"Subordination Agreement"**) dated as of May 1, 2017, among CHS/COMMUNITY HEALTH SYSTEMS, INC., CURAE HEALTH, INC., a Tennessee nonprofit corporation (the **"Guarantor"**), AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (**"Amory"**), BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (**"Batesville,"** and collectively with Amory, the **"Borrowers"**; the Borrowers collectively with the Guarantor, the **"Loan Parties"**), and SERVISFIRST BANK, as Senior Lender (**"Senior Lender"**), to the indebtedness (including interest) owed pursuant to that certain Loan Agreement dated as of May 1, 2017, between the Loan Parties and Senior Lender, as such Loan Agreement has been and hereafter may be amended, supplemented, or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as contemplated by the Subordination Agreement.

#### TERM NOTE

May 1, 2017

\$14,200,000.00

FOR VALUE RECEIVED, AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation, and BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (collectively the **"Borrowers"**), jointly and severally promise and agree to pay to the order of CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the **"Lender"**), at its offices in Franklin, Tennessee, or at such other place as may be designated in writing by the holder, in lawful money of the United States of America, the principal sum of Fourteen Million Two Hundred Thousand and No/100 Dollars (\$14,200,000.00), together with interest from the date hereof on the unpaid principal balance outstanding from time to time hereon computed at a fixed rate of interest equal to eight percent (8%) per annum. The interest rate hereunder shall be calculated based on a year of 360 days for the actual number of days elapsed.

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

This Note shall be payable as follows: (a) commencing on September 30, 2017 and continuing on the last day of each consecutive calendar quarter thereafter through and including December 31, 2017, the Borrowers shall pay to the Lender all accrued interest on this Note; (b) commencing March 31, 2018 and continuing on the last day of each consecutive calendar quarter thereafter through and including September 30, 2020, the Borrowers shall pay to the Lender a quarterly principal and interest payment in an amount sufficient (as determined by Lender) to fully amortize the Loan **"mortgage style"** over an amortization period of twenty years based on the outstanding principal amount of this Note on December 31, 2017; and (c) this Note shall mature on October 30, 2020 (the **"Maturity Date"**), at which time the Borrowers shall pay to the Lender an amount equal to all outstanding principal, plus all accrued and unpaid interest.

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

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

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

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

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

This Note is a secured promissory note.

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

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

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

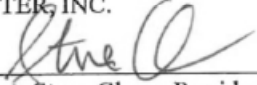
This Note may not be changed or terminated without the prior written approval of the Lender and the Borrowers. No waiver of any term or provision hereof shall be valid unless in writing signed by the holder. This Note and the payments due hereon are subject in all respects to the Debt Subordination Agreement.

[signatures commence on next page]

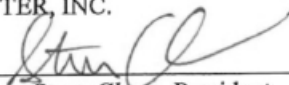
ENTERED INTO as of the date first above written.

**BORROWERS:**

AMORY REGIONAL MEDICAL  
CENTER, INC.

By:   
Steve Clapp, President

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

By:   
Steve Clapp, President

[Signature Page to Term Note]

## FIRST AMENDMENT TO TERM NOTE

This First Amendment to Promissory Note (this "**Amendment**") is executed as of this 13<sup>th</sup> day of December, 2017, by **AMORY REGIONAL MEDICAL CENTER, INC.**, a Tennessee nonprofit corporation, and **BATESVILLE REGIONAL MEDICAL CENTER, INC.**, a Tennessee nonprofit corporation (collectively, the "**Borrowers**"), and **CHS/COMMUNITY HEALTH SYSTEMS, INC.**, a Delaware corporation (the "**Lender**").

### Recitals

A. The Borrowers executed to the order of the Lender that certain Term Note dated May 1, 2017, in the principal amount of \$14,200,000.00 (the "**Note**").

B. The Borrowers have requested that the Lender make certain amendments to the Note, as more particularly set forth herein.

C. The Lender has agreed to such amendments on certain conditions, one of which is the execution of this Amendment by the Borrowers.

### Agreement

NOW, THEREFORE, in consideration of the above Recitals, the Borrowers and the Lender hereby amend the Note as follows:

1. The Borrowers acknowledge that the outstanding principal balance under the Note is \$14,200,000.00 on the date hereof.

2. The legend on the top of page one of the Note is hereby amended and restated as follows:

This instrument/agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in (a) that certain Amended and Restated Debt Subordination Agreement (the "**Term Subordination Agreement**") dated as of December 13, 2017, among CHS/COMMUNITY HEALTH SYSTEMS, INC., CURAE HEALTH, INC., a Tennessee nonprofit corporation (the "**Guarantor**"), AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Amory**"), BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Batesville**"), Clarksdale Regional Medical Center, Inc., a Tennessee corporation ("**Clarksdale**"), and collectively with Amory and Batesville, the "**Borrowers**"; the Borrowers collectively with the Guarantor, the "**Loan Parties**") and SERVISFIRST BANK, as Senior Lender (together with its successors and assigns, "**Senior Term Lender**"), to the indebtedness (including interest) owed pursuant to that certain Loan Agreement dated as of May 1, 2017, between the Loan Parties and Senior Term Lender, as such Loan Agreement has been and hereafter may be amended,

supplemented, or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as contemplated by the Subordination Agreement (the “**Senior Term Loan Agreement**”); and (b) that certain Subordination Agreement dated as of December 13, 2017 among MIDCAP FINANCIAL TRUST, a Delaware statutory trust (together with its successors and assigns, “**Senior Revolving Lender**” and together with Senior Term Lender, “**Senior Lender**”), CHS/COMMUNITY HEALTH SYSTEMS, INC., and the Loan Parties (the “**Revolving Subordination Agreement**” and together with the Term Subordination Agreement, the “**Debt Subordination Agreement**”), to the indebtedness (including interest) owed pursuant to that certain Credit and Security Agreement dated as of December 13, 2017, among the Loan Parties and Senior Revolving Lender, as such Credit and Security Agreement may be amended, restated, supplemented or otherwise modified from time to time (the “**Senior Revolving Credit Agreement**”); and each signatory of this agreement and its successors and assigns, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Debt Subordination Agreement.

Notwithstanding the execution of this Amendment, the indebtedness evidenced by the Note shall remain in full force and effect, and nothing contained herein shall be interpreted or construed as resulting in a novation of such indebtedness. The Borrowers acknowledge and agree that there are no offsets or defenses to payment of the obligations evidenced by the Note, as hereby amended, and hereby waives any defense, claim or counterclaim of the Borrowers regarding the obligations of the Borrowers under the Note, as hereby amended. The Borrowers represent that there are no conditions of default or facts or consequences which will or could lead to a default under the obligations due from the Borrowers under the Note, as amended herein.


Except as expressly amended hereby, the Note shall remain in full force and effect in accordance with its terms.

[Signature Page Follows]


ENTERED INTO as of the date first written above.

**BORROWERS:**

AMORY REGIONAL MEDICAL  
CENTER, INC.

By:   
Steve Clapp, President

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

By:   
Steve Clapp, President

**LENDER:**

CHS/COMMUNITY HEALTH SYSTEMS,  
INC.

By: \_\_\_\_\_  
Terry H. Hendon, Vice President

ENTERED INTO as of the date first written above.

**BORROWERS:**

AMORY REGIONAL MEDICAL  
CENTER, INC.

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

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

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

**LENDER:**

CHS/COMMUNITY HEALTH SYSTEMS,  
INC.

By: \_\_\_\_\_  
Terry H. Hendon, Vice President

[Signature Page to First Amendment to Term Note]





**Tre Hargett**  
Secretary of State

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

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

May 5, 2017 2:50 PM

Financing Statement Doc #: 426795236  
DLN #: B0386-5132

### UCC Financing Statement Acknowledgment

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

Tre Hargett  
Secretary of State

Enclosures: Original Documents

#### DEBTOR INFORMATION

AMORY REGIONAL MEDICAL CENTER, INC. 121 LEINHART STREET  
CLINTON, TN 37716

#### SECURED PARTY INFORMATION

CHS/COMMUNITY HEALTH SYSTEMS, INC. 4000 MERIDIAN BOULEVARDE  
FRANKLIN, TN 37067

#### RECORDING TAX

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

#### FILING INFORMATION

Financing Statement Doc #: 426795236  
Filing Date: 5/5/2017 2:44 PM  
Lapse Date: 5/5/2022 11:59 PM  
Optional Filer Ref Data 020304-302454 FILED WITH THE TN SOS

#### Document Receipt

Receipt #: 3362875	Fees Paid:	\$15.00
	Taxes Paid:	\$0.00
Payment-Account - #00031 BRADLEY ARANT BOULT CUMMINGS LLP, Nashville, TN		\$15.00

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Julia Bernstein 205-521-8000</b>
B. E-MAIL CONTACT AT FILER (optional) <b>jbernstein@bradley.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px;"> <b>Julia Bernstein</b>  <b>Bradley Arant Boult Cummings LLP</b>  <b>1819 Fifth Avenue North</b>  <b>Birmingham, AL 35203</b> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME <b>AMORY REGIONAL MEDICAL CENTER, INC.</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>121 Leinhart Street</b>		CITY <b>Clinton</b>	STATE <b>TN</b>	POSTAL CODE <b>37716</b>
			COUNTRY <b>USA</b>	

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

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

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

3a. ORGANIZATION'S NAME <b>CHS/COMMUNITY HEALTH SYSTEMS, INC.</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>4000 Meridian Boulevard</b>		CITY <b>Franklin</b>	STATE <b>TN</b>	POSTAL CODE <b>37067</b>
			COUNTRY <b>USA</b>	

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

**All Assets of Debtor.**

**Maximum Principal Indebtedness for Tennessee recording tax purposes is \$-0-**

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: <b>020304-302454 filed with the TN SOS</b>	



**Tre Hargett**  
Secretary of State

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

BRADLEY ARANT BOULT CUMMINGS LLP  
JULIA BERNSTEIN  
1819 FIFTH AVENUE NORTH  
BIRMINGHAM, AL 35203

December 18, 2017 2:41 PM

Financing Statement Doc #: 426795236  
Amendment Doc #: 427976026  
DLN #: B0463-3090

### UCC Financing Statement Amendment Acknowledgment

This acknowledges the filing of the attached UCC3 document. Please review the data to ensure database information corresponds with information on the submitted UCC form. In the event a discrepancy is found, please note the error and return the entire package to our office. If we may be of any further service to you, please contact us at the number noted below.

Tre Hargett  
Secretary of State

Enclosures: Original Documents

#### CHANGE DEBTOR

**Changed From**

AMORY REGIONAL MEDICAL CENTER, INC. 121 LEINHART STREET  
CLINTON, TN 37716

**Changed To**

AMORY REGIONAL MEDICAL CENTER, INC. 121 LEINART STREET  
CLINTON, TN 37716

#### AMENDMENT INFORMATION

Amendment Doc #: 427976026  
Amendment Filing Date: 12/18/2017 2:27 PM  
Amendment Actions: Change Debtor (1), Restate Collateral  
Financing Statement Lapse Date: 5/5/2022 11:59 PM  
Optional Filer Ref Data: 020304-302454 FILED WITH THE TN SOS

#### Document Receipt

Receipt #: 3705022	Fees Paid:	\$30.00
	Taxes Paid:	\$0.00
Payment-Account - #53218 BRADLEY ARANT BOULT CUMMINGS LLP, NASHVILLE, TN		\$30.00



# UCC FINANCING STATEMENT AMENDMENT

## FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional) Julia Bernstein 205-521-8000
B. EMAIL CONTACT AT FILER (Optional) jbernstein@bradley.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Julia Bernstein Bradley Arant Boult Cummings LLP 1819 Fifth Avenue North Birmingham, AL 35203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER <b>426795236</b>	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: <u>Attach</u> Amendment Addendum (form UCC3Ad) and provide debtor's name in item 13.
---	---

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement
3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.
4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☒ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☒ Debtor or ☐ Secured Party of record

AND Check one of these three boxes:

☒ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME Amory Regional Medical Center, Inc.				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)				SUFFIX
7c. MAILING ADDRESS 121 Leinart Street	CITY Clinton	STATE TN	POSTAL CODE 37716	COUNTRY USA

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral: See Exhibit A attached hereto for a description of the restated collateral

Increase in maximum principal indebtedness for Tennessee recording tax purpose is \$ 0.00

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME CHS/COMMUNITY HEALTH SYSTEMS, INC.				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:  
020304-302454 filed with the TN SOS

NOTE: All information on this form is public record.

## EXHIBIT A

All assets of the Debtor, other than the following, which shall be specifically excluded:

- (a) all of Debtors' Accounts and cash on hand, and all of Debtors' money, contract rights, chattel paper, documents, Deposit Accounts, securities accounts, securities, investment property and Instruments with respect thereto, and all of Debtors' rights, remedies, security, liens and supporting obligations, in, to and in respect of the foregoing, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guarantees or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any Account Debtor, and credit and other insurance;
- (b) to the extent not listed above, all of Debtors' money, securities, investment property, Deposit Accounts, Securities Accounts, Instruments and other property and the proceeds thereof that are now or hereafter held or received by, in transit to, in possession of, or under the control of Agent or a bailee or Affiliate of Agent, whether for safekeeping, pledge, custody, transmission, collection or otherwise;
- (c) to the extent not listed above, all of Debtors' now owned or hereafter acquired Deposit Accounts or Securities Accounts into which Accounts or the proceeds of Accounts are deposited, including the Lockbox Account and all signature cards, account agreements and other documents relating to the Deposit Accounts or Securities Accounts;
- (d) all of Debtors' right, title and interest in, to and in respect of all goods relating to, or which by sale or consumption have resulted in, Accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods;
- (e) all of Debtors' Healthcare Permits; and
- (f) all of Debtors' general intangibles (including, without limitation, payment intangibles) and other property of every kind and description with respect to, evidencing or relating to its Accounts, including, without limitation, all of Debtors' rights in any interim management agreement and/or operations transfer agreement, all existing and future customer lists, choses in action, claims, books, records, ledger cards, contracts, licenses, formulae, tax and other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies, and computer programs, tapes, programs, discs, information, software, records, and data, all computers, word processors, printers, switches, interfaces, source codes, mask works, software, web servers, website service contracts, internet connection contract or line lease, website hosting service contract, website license agreements, back-up copies of website content, contracts with website advertisers, scripts, codes or Active-X controls, technology escrow

agreements, website content development agreements, all rights, of whatever form, in and to domain names, instructional material, and connectors and all parts, accessories, additions, substitutions, or options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items as the same relates to the Accounts or is otherwise necessary or helpful in the collection thereof or realization thereon.

The following terms shall have the following meanings:

**“Accounts”** means, collectively, (a) any right to payment of a monetary obligation, whether or not earned by performance, (b) without duplication, any “account” (as defined in the UCC), any accounts receivable (whether in the form of payments for services rendered or goods sold, rents, license fees or otherwise), any “health-care-insurance receivables” (as defined in the UCC), any “payment intangibles” (as defined in the UCC) and all other rights to payment and/or reimbursement of every kind and description, whether or not earned by performance, (c) all accounts, “general intangibles” (as defined in the UCC), Intellectual Property, rights, remedies, guarantees, “supporting obligations” (as defined in the UCC), “letter-of-credit rights” (as defined in the UCC) and security interests related to the assets described in subparagraphs (a) or (b) of this definition, all rights of enforcement and collection, all books and records evidencing or related to the assets described in subparagraphs (a) or (b) of this definition, and all rights under the Senior Revolving Credit Agreement (and all other documents executed in connection with the Senior Revolving Credit Agreement) in respect of the foregoing, (d) all information and data compiled or derived by any Debtor or to which any Debtor is entitled in respect of or related to the foregoing, and (e) all proceeds of any of the foregoing.

**“Affiliate”** means, (a) with respect to any Person, any Person that directly or indirectly controls such Person and (b) with respect to any Person, any Person that is controlled by or is under common control with such controlling Person. As used in this definition, the term “control” of a Person means the possession, directly or indirectly, of the power to vote five percent (5%) or more of any class of voting securities of such Person or to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**“Agent”** means MidCap Financial Trust, a Delaware statutory trust, and its successors and assigns.

**“Governmental Authority”** means any nation or government, any state, local or other political subdivision thereof, and any agency, department or Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other Person owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing, whether domestic or foreign.

**“Healthcare Laws”** shall mean (a) Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute), including specifically, the Ethics

in Patient Referrals Act, as amended (the “Stark Law”), 42 U.S.C. § 1395nn; Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, 31 U.S.C. §§ 3729-3733 (as amended); the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; the Exclusion Laws, 42 U.S.C. § 1320a-7; HIPAA and all applicable implementing regulations, rules, ordinances, judgments, and orders; (b) all applicable state and local statutes, regulations, rules, ordinances, judgments, and orders pertaining to the licensure and operation of hospitals and healthcare facilities, including any corresponding state statutes and applicable implementing regulations that address the subject matter of the federal laws identified in clause (a); (c) laws related to the possession, control, warehousing, marketing, sale and distribution of pharmaceuticals; (d) all laws, policies, procedures, requirements and regulations pursuant to which Healthcare Permits are issued; and (e) any and all other applicable health care laws, regulations, manual provisions, policies and administrative guidance, each of (a) through (e) as may be amended from time to time.

**“Healthcare Permit”** means a Permit (a) issued or required under Healthcare Laws applicable to the business of any Debtor, or any of their Subsidiaries or necessary in the possession, ownership, warehousing, marketing, promoting, sale, labeling, furnishing, distribution or delivery of goods or services under Healthcare Laws, (b) issued by any Person from which any Debtor has received an accreditation, and/or (c) issued or required under Healthcare Laws applicable to the ownership, leasing or operation of any business location of a Debtor.

**“Intellectual Property”** means, with respect to any Person, all patents, patent applications and like protections, including improvements divisions, continuation, renewals, reissues, extensions and continuations in part of the same, trademarks, trade names, trade styles, trade dress, service marks, logos and other business identifiers and, to the extent permitted under applicable law, any applications therefor, whether registered or not, and the goodwill of the business of such Person connected with and symbolized thereby, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative works, whether published or unpublished, technology, know-how and processes, operating manuals, trade secrets, computer hardware and software, rights to unpatented inventions and all applications and licenses therefor, used in or necessary for the conduct of business by such Person and all claims for damages by way of any past, present or future infringement of any of the foregoing.

**“Lockbox Account”** means an account or accounts maintained with a United States of America depository institution designated from time to time by Agent into which collections of Accounts are paid, which account or accounts shall be, if requested by Agent, opened in the name of Agent (or a nominee of Agent).

**“Person”** means any natural person, corporation, limited liability company, professional association, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any governmental authority.

**“Subsidiary”** means, with respect to any Person, (a) any corporation of which an aggregate of more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, capital stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person or one or more Subsidiaries of such Person, or with respect to which any such Person has the right to vote or designate the vote of more than fifty percent (50%) of such capital stock whether by proxy, agreement, operation of law or otherwise, and (b) any partnership or limited liability company in which such Person (whether directly or indirectly through another Person) shall have an interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%) or of which any such Person is a general partner or may exercise the powers of a general partner. Unless the context otherwise requires, each reference to a Subsidiary shall be a reference to a Subsidiary of Debtor.





**Tre Hargett**  
Secretary of State

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

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

May 5, 2017 2:52 PM

Financing Statement Doc #: 426795250  
DLN #: B0386-5133

### UCC Financing Statement Acknowledgment

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

Tre Hargett  
Secretary of State

Enclosures: Original Documents

#### DEBTOR INFORMATION

BATESVILLE REGIONAL MEDICAL CENTER, 121 LEINHART STREET  
INC.  
CLINTON, TN 37716

#### SECURED PARTY INFORMATION

CHS/COMMUNITY HEALTH SYSTEMS, INC. 4000 MERIDIAN BOULEVARDE  
FRANKLIN, TN 37067

#### RECORDING TAX

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

#### FILING INFORMATION

Financing Statement Doc #: 426795250  
Filing Date: 5/5/2017 2:44 PM  
Lapse Date: 5/5/2022 11:59 PM  
Optional Filer Ref Data 020304-302454 FILED WITH THE TN SOS

#### Document Receipt

Receipt #: 3362884	Fees Paid:	\$15.00
	Taxes Paid:	\$0.00
Payment-Account - #00031 BRADLEY ARANT BOULT CUMMINGS LLP, Nashville, TN		\$15.00

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Julia Bernstein 205-521-8000</b>	
B. E-MAIL CONTACT AT FILER (optional) <b>jbernstein@bradley.com</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px;"> <b>Julia Bernstein</b>  <b>Bradley Arant Boult Cummings LLP</b>  <b>1819 Fifth Avenue North</b>  <b>Birmingham, AL 35203</b> </div>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME <b>BATESVILLE REGIONAL MEDICAL CENTER, INC.</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>121 Leinhart Street</b>		CITY <b>Clinton</b>	STATE <b>TN</b>	POSTAL CODE <b>37716</b>
			COUNTRY <b>USA</b>	

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

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

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

3a. ORGANIZATION'S NAME <b>CHS/COMMUNITY HEALTH SYSTEMS, INC.</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>4000 Meridian Boulevard</b>		CITY <b>Franklin</b>	STATE <b>TN</b>	POSTAL CODE <b>37067</b>
			COUNTRY <b>USA</b>	

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

**All Assets of Debtor.**

**Maximum Principal Indebtedness for Tennessee recording tax purposes is \$-0-**

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: <b>020304-302454 filed with the TN SOS</b>	



**Tre Hargett**  
Secretary of State

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

BRADLEY ARANT BOULT CUMMINGS LLP  
JULIA BERNSTEIN  
1819 FIFTH AVENUE NORTH  
BIRMINGHAM, AL 35203

December 18, 2017 2:40 PM

Financing Statement Doc #: 426795250  
Amendment Doc #: 427975997  
DLN #: B0463-3085

### **UCC Financing Statement Amendment Acknowledgment**

This acknowledges the filing of the attached UCC3 document. Please review the data to ensure database information corresponds with information on the submitted UCC form. In the event a discrepancy is found, please note the error and return the entire package to our office. If we may be of any further service to you, please contact us at the number noted below.

  
Tre Hargett  
Secretary of State

Enclosures: Original Documents

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#### **CHANGE DEBTOR**

**Changed From**

BATESVILLE REGIONAL MEDICAL CENTER, 121 LEINHART STREET  
INC.  
CLINTON, TN 37716

**Changed To**

BATESVILLE REGIONAL MEDICAL CENTER, 121 LEINART STREET  
INC.  
CLINTON, TN 37716

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#### **AMENDMENT INFORMATION**

Amendment Doc #: 427975997  
Amendment Filing Date: 12/18/2017 2:27 PM  
Amendment Actions: Change Debtor (1), Restate Collateral  
Financing Statement Lapse Date: 5/5/2022 11:59 PM  
Optional Filer Ref Data: 020304-302454 FILED WITH THE TN SOS

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**Document Receipt**

Receipt #: 3705012

Fees Paid: \$30.00

Taxes Paid: \$0.00

Payment-Account - #53218 BRADLEY ARANT BOULT CUMMINGS LLP, NASHVILLE, TN

\$30.00

---



# UCC FINANCING STATEMENT AMENDMENT

## FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional) Julia Bernstein 205-521-8000
B. EMAIL CONTACT AT FILER (Optional) jbernstein@bradley.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Julia Bernstein Bradley Arant Boult Cummings LLP 1819 Fifth Avenue North Birmingham, AL 35203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

426795250

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (form UCC3Ad) and provide debtor's name in item 13.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☒ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☒ Debtor or ☐ Secured Party of record

AND Check one of these three boxes:

☒ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

OR	6a. ORGANIZATION'S NAME Batesville Regional Medical Center, Inc.			
	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)

OR	7a. ORGANIZATION'S NAME				
	7b. INDIVIDUAL'S SURNAME				
	INDIVIDUAL'S FIRST PERSONAL NAME				
	INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)				SUFFIX
	7c. MAILING ADDRESS 121 Leinart Street	CITY Clinton	STATE TN	POSTAL CODE 37716	COUNTRY USA

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral: See Exhibit A attached hereto for a description of the restated collateral

Increase in maximum principal indebtedness for Tennessee recording tax purpose is \$ 0.00

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

OR	9a. ORGANIZATION'S NAME CHS/COMMUNITY HEALTH SYSTEMS, INC.			
	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

020304-302454 filed with the TN SOS

NOTE: All information on this form is public record.

## EXHIBIT A

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- (a) all of Debtors' Accounts and cash on hand, and all of Debtors' money, contract rights, chattel paper, documents, Deposit Accounts, securities accounts, securities, investment property and Instruments with respect thereto, and all of Debtors' rights, remedies, security, liens and supporting obligations, in, to and in respect of the foregoing, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guarantees or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any Account Debtor, and credit and other insurance;
- (b) to the extent not listed above, all of Debtors' money, securities, investment property, Deposit Accounts, Securities Accounts, Instruments and other property and the proceeds thereof that are now or hereafter held or received by, in transit to, in possession of, or under the control of Agent or a bailee or Affiliate of Agent, whether for safekeeping, pledge, custody, transmission, collection or otherwise;
- (c) to the extent not listed above, all of Debtors' now owned or hereafter acquired Deposit Accounts or Securities Accounts into which Accounts or the proceeds of Accounts are deposited, including the Lockbox Account and all signature cards, account agreements and other documents relating to the Deposit Accounts or Securities Accounts;
- (d) all of Debtors' right, title and interest in, to and in respect of all goods relating to, or which by sale or consumption have resulted in, Accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods;
- (e) all of Debtors' Healthcare Permits; and
- (f) all of Debtors' general intangibles (including, without limitation, payment intangibles) and other property of every kind and description with respect to, evidencing or relating to its Accounts, including, without limitation, all of Debtors' rights in any interim management agreement and/or operations transfer agreement, all existing and future customer lists, choses in action, claims, books, records, ledger cards, contracts, licenses, formulae, tax and other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies, and computer programs, tapes, programs, discs, information, software, records, and data, all computers, word processors, printers, switches, interfaces, source codes, mask works, software, web servers, website service contracts, internet connection contract or line lease, website hosting service contract, website license agreements, back-up copies of website content, contracts with website advertisers, scripts, codes or Active-X controls, technology escrow

agreements, website content development agreements, all rights, of whatever form, in and to domain names, instructional material, and connectors and all parts, accessories, additions, substitutions, or options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items as the same relates to the Accounts or is otherwise necessary or helpful in the collection thereof or realization thereon.

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in Patient Referrals Act, as amended (the "Stark Law"), 42 U.S.C. § 1395nn; Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, 31 U.S.C. §§ 3729-3733 (as amended); the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; the Exclusion Laws, 42 U.S.C. § 1320a-7; HIPAA and all applicable implementing regulations, rules, ordinances, judgments, and orders; (b) all applicable state and local statutes, regulations, rules, ordinances, judgments, and orders pertaining to the licensure and operation of hospitals and healthcare facilities, including any corresponding state statutes and applicable implementing regulations that address the subject matter of the federal laws identified in clause (a); (c) laws related to the possession, control, warehousing, marketing, sale and distribution of pharmaceuticals; (d) all laws, policies, procedures, requirements and regulations pursuant to which Healthcare Permits are issued; and (e) any and all other applicable health care laws, regulations, manual provisions, policies and administrative guidance, each of (a) through (e) as may be amended from time to time.

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**"Intellectual Property"** means, with respect to any Person, all patents, patent applications and like protections, including improvements divisions, continuation, renewals, reissues, extensions and continuations in part of the same, trademarks, trade names, trade styles, trade dress, service marks, logos and other business identifiers and, to the extent permitted under applicable law, any applications therefor, whether registered or not, and the goodwill of the business of such Person connected with and symbolized thereby, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative works, whether published or unpublished, technology, know-how and processes, operating manuals, trade secrets, computer hardware and software, rights to unpatented inventions and all applications and licenses therefor, used in or necessary for the conduct of business by such Person and all claims for damages by way of any past, present or future infringement of any of the foregoing.

**"Lockbox Account"** means an account or accounts maintained with a United States of America depository institution designated from time to time by Agent into which collections of Accounts are paid, which account or accounts shall be, if requested by Agent, opened in the name of Agent (or a nominee of Agent).

**"Person"** means any natural person, corporation, limited liability company, professional association, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any governmental authority.



**“Subsidiary”** means, with respect to any Person, (a) any corporation of which an aggregate of more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, capital stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person or one or more Subsidiaries of such Person, or with respect to which any such Person has the right to vote or designate the vote of more than fifty percent (50%) of such capital stock whether by proxy, agreement, operation of law or otherwise, and (b) any partnership or limited liability company in which such Person (whether directly or indirectly through another Person) shall have an interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%) or of which any such Person is a general partner or may exercise the powers of a general partner. Unless the context otherwise requires, each reference to a Subsidiary shall be a reference to a Subsidiary of Debtor.

## **GUARANTY**

THIS GUARANTY ("**Guaranty**"), dated as of May 1, 2017, is made and entered into upon the terms hereinafter set forth by the undersigned (collectively referred to herein as the "**Guarantor**"), in favor of CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the "**Lender**").

### **RECITALS:**

A. The Lender has agreed to extend certain credit to Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc. (collectively the "**Borrowers**"), as evidenced by the following: (i) that certain Loan Agreement of even date herewith by and among Borrowers, Guarantor, and Lender (as such may be amended and/or restated from time to time, the "**Loan Agreement**"; capitalized terms not otherwise defined herein shall have such meaning as set forth in the Loan Agreement); (ii) the Term Note; and (iii) the other Loan Documents. Any and all Obligations (as defined therein) evidenced by the Loan Agreement, the Term Note and/or the other Loan Documents are collectively referred to herein as the "**Indebtedness**."

B. It is a condition of the **Lender's** agreement to enter into the Loan Agreement that Guarantor execute and deliver this Guaranty to the Lender.

C. Guarantor desires to execute and deliver this Guaranty for the benefit of the Lender in order to induce the Lender to enter into the Loan Agreement, which will be to the direct interest, advantage and benefit of Guarantor.

### **AGREEMENTS:**

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Guarantor, and to induce the Lender to enter into the Loan Agreement, Guarantor hereby agrees as follows:

1. Guarantor hereby guarantees to Lender, the full and prompt payment and performance of the Indebtedness, principal and any and all interest accrued or to accrue thereon (the aforesaid indebtedness and other obligations related thereto are sometimes herein collectively referred to as the "**Guaranteed Obligations**"). Guarantor hereby agrees that if the Guaranteed Obligations are not timely paid or performed, as the case may be, in accordance with the terms thereof, Guarantor immediately will pay or perform such Guaranteed Obligations. If for any reason any payment or obligation in respect of the Guaranteed Obligations shall be determined at any time to be a voidable preference or otherwise shall be set aside or required to be returned or repaid, this Guaranty nevertheless shall remain in full force and effect and shall be fully enforceable against Guarantor for the payment or obligation set aside, returned or repaid, as well as any other Guaranteed Obligations still outstanding, notwithstanding the fact that this Guaranty may have been canceled, released and returned to Guarantor by Lender.

2. In addition to the obligations of Guarantor to the Lender pursuant to Paragraph 1 hereof, Guarantor further agrees to pay any and all expenses (including attorney's fees) reasonably incurred by Lender in endeavoring to collect or enforce the obligations of Guarantor under this Guaranty.

3. Guarantor hereby waives notice of any breach or default by Borrowers, and hereby further waives presentment, demand, notice of dishonor and protest with respect to any instrument now or hereafter evidencing any of the Guaranteed Obligations.

4. Any act of Lender consisting of a waiver of any of the terms, covenants or conditions of the Guaranteed Obligations, or the giving of any consent to any matter or thing relating to the Guaranteed Obligations, or the granting of any indulgences or extensions of time to Borrowers, may be done without notice to Guarantors and without releasing the obligations of Guarantor hereunder.

5. The obligations of Guarantor hereunder shall not be released or impaired by (a) Lender's receipt, application or release of any security at any time given for the payment, performance or observance of any of the Guaranteed Obligations, or (b) the release of, or the modification of the obligations of, any other endorser, surety or guarantor of any of the Guaranteed Obligations. Similarly, the obligations of Guarantor hereunder shall not be released or impaired by any amendment to or modification of any of the terms of the Guaranteed Obligations made by Lender and Borrowers, but in the case of any such amendment or modification, the liability of Guarantor shall be deemed modified in accordance with the terms of any such amendment or modification.

6. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of any Borrower in any creditors', receivership, bankruptcy or other proceedings, (b) the impairment, limitation or modification of the liability of any Borrower in bankruptcy, or of any remedy for the enforcement of any of the Guaranteed Obligations resulting from the operation of any present or future provision of the Federal bankruptcy law or any other statute or the decision of any court, (c) the rejection or disaffirmance of any instrument, document or agreement evidencing any of the Guaranteed Obligations in any such proceedings, (d) the assignment or transfer of any of the Guaranteed Obligations by the Lender, (e) the dissolution or any other defense of any Borrower, or (f) the cessation from any cause whatsoever of the liability of any Borrower with respect to the Guaranteed Obligations.

7. Until all of the Guaranteed Obligations have been fully paid and performed, as the case may be, any liability or indebtedness of any Borrower now or hereafter held by Guarantor is and shall be subject and subordinate to the obligations of Borrowers to the Lender under the Guaranteed Obligations.

8. Until such time as the Guaranteed Obligations have been satisfied in full, Guarantor hereby waives any claim, right or remedy that Guarantor may now have or hereafter acquire against Borrowers that arises hereunder or from performance by Guarantor hereunder, including any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, indemnification or participation in any claim, right or remedy of Lender against Borrowers or any collateral now or hereafter securing the Guaranteed Obligations, regardless of whether such claim, right or remedy arises under contract, by statute, under common law, in equity or otherwise.

9. This is a guaranty of payment and performance and not of collection. The liability of Guarantor hereunder shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Borrowers or any other person, nor against any collateral available to Lender. Guarantor hereby waives any right to require that an action be brought against Borrowers or any other person or to require that resort be had to any collateral in favor of Lender prior to discharging its obligations hereunder. To the extent applicable, Guarantor further waives any right of Guarantor to require that an action be brought against Borrowers under the provisions of any applicable law.

10. Guarantor hereby consents and agrees that all payments and credits received from Borrowers or Guarantor or realized from any collateral may be applied by Lender to the Guaranteed Obligations in the following order: (i) costs, charges and expenses, (ii) accrued and unpaid interest and (iii) principal.

11. This Guaranty is assignable by Lender, and any assignment of the Guaranteed Obligations or any portion thereof by Lender shall operate to vest in the assignee the rights and powers of

Lender hereunder to the extent of such assignment. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, representatives, and assigns, and shall inure to the benefit of Lender and Lender's successors, successors-in-title and assigns.

12. This Guaranty shall be construed in accordance with and governed by the laws of the State of Tennessee applicable to contracts to be performed within said state.

13. No amendment or modification hereof shall be effective unless evidenced by a writing signed by Guarantor and Lender. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

14. Guarantor hereby waives notice of acceptance of this Guaranty by Lender.

15. Any reference herein to any instrument, document or agreement, by whatever terminology used, shall be deemed to include any and all amendments, modifications, supplements, extensions, renewals, substitutions or replacements thereof as the context may require. When used herein, (a) the singular shall include the plural, and vice versa, and the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate, (b) "include", "includes" and "including" shall be deemed to be followed by "without limitation" regardless of whether such words or words of like import in fact follow same, and (c) unless the context clearly indicates otherwise, the disjunctive "or" shall include the conjunctive "and".

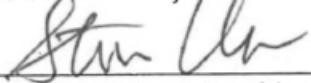
16. This Guaranty and the rights of Lender hereunder are subject in all respects to the Debt Subordination Agreement. In the event of any conflict between the terms of the Debt Subordination Agreement and this Guaranty, the terms of the Debt Subordination Agreement shall govern and control.

[signatures begin on following page]

The undersigned Guarantor has executed this Guaranty as of the date first above written.

**GUARANTOR:**

CURAE HEALTH, INC.

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

[Signature Page to Guaranty]

## GUARANTOR SECURITY AGREEMENT

THIS GUARANTOR SECURITY AGREEMENT (this "**Agreement**"), dated May 1, 2017, is made and entered into by CURAE HEALTH, INC., a Tennessee nonprofit corporation (the "**Debtor**"), in favor of CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation, with offices at 4000 Meridian Boulevard, Franklin, Tennessee 37067, Attn: Vice President – Development ("**Lender**").

**1. Security Interest and Indebtedness.** The Debtor hereby grants Lender a security interest in all Debtor's assets and personal property, which are related to the hospitals owned and operated by Borrowers (as defined below), but specifically excluding Debtor's ownership interest in NW Alabama Real Estate, LLC ("NWARE") and any assets owned by NWARE or related to such assets, whether presently existing or hereafter acquired or arising and wherever located, including without limitation, Gross Revenues (as defined in the Loan Agreement), all accounts, chattel paper, deposit accounts, documents, electronic chattel paper, equipment, fixtures, general intangibles, goods, health-care-insurance receivables, instruments, inventory, investment property, letter-of-credit rights, payment intangibles, promissory notes, software, any commercial tort claims hereafter identified by Debtor in any authenticated record delivered to Lender and all supporting obligations, products and proceeds of any of the foregoing (collectively, the "**Collateral**"), to secure prompt and full performance and payment of (a) all obligations, liabilities and indebtedness evidenced by that certain Guaranty of even date herewith executed by Debtor in favor of Lender (as such may be amended and/or restated from time to time, the "**Guaranty**"), whereby Debtor guarantees payment of certain obligations of Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc. (collectively the "**Borrowers**"), including but not limited to, the Obligations as defined and described that certain Loan Agreement of even date herewith by and among Borrowers, Guarantor and Lender (as such may be amended and/or restated from time to time, the "**Loan Agreement**"; capitalized terms not otherwise defined herein shall have such meaning as set forth in the Loan Agreement); (b) all amounts that Lender may now or hereafter pay or advance at any time for taxes, levies, insurance, repairs, maintenance or other protection with respect to the Collateral; and (c) all costs and expenses that Lender may incur in enforcing or protecting its rights with respect to the Collateral or the indebtedness secured by the Collateral, including attorneys' fees (all of the foregoing, collectively, the "**Indebtedness**").

**2. Representations and Warranties.** Debtor hereby represents and warrants to Lender that (a) Exhibit A correctly identifies Debtor's legal name, type of organization, state of organization, and chief executive offices and principal place(s) of business, and the location of the collateral; (b) Debtor is the sole, true and lawful owner of the Collateral, and have the right to grant a security interest in the Collateral; (c) there are no advances, claims, liens, security interests or encumbrances against the Collateral except in favor of Lender; (d) Debtor is legally formed and validly existing, and the execution and performance of this Agreement has been authorized by all necessary corporate action; and (e) the Indebtedness is incurred only for, and the Collateral is to be used only for, commercial purposes and not for personal, family or household purposes.

**3. Covenants.** Until the Indebtedness has been paid in full, Debtor shall (a) keep the Collateral free from any other lien, security interest or encumbrance, other than Liens granted to the Senior Lender pursuant to the Senior Debt Documents, maintain the Collateral in good order and repair, use the Collateral in accordance with all laws, regulations and orders, safeguard and protect all Collateral, and not sell, lease, license, transfer, or dispose of any of the Collateral (except in the ordinary course of business or as otherwise permitted in the Loan Agreement); (b) promptly advise Lender of any event or circumstance materially affecting the Collateral; (c) pay when due all taxes and similar obligations that might result in a lien on the Collateral if not paid; and (d) execute additional documents and take such other actions (at its expense) as Lender may reasonably request from time to time to implement or evidence the terms of this Agreement.

**4. Perfection and Protection of Collateral.** Debtor hereby authorizes Lender to file any financing statements describing the Collateral in all applicable filing offices. Debtor shall execute, obtain, deliver and (if applicable) file or record all financing statements, consents, notices, **control agreements, landlords' waivers, acknowledgments** and other documents, and take all other **actions, that Lender may deem necessary or advisable to perfect or protect Lender's security interest in** the Collateral against the interests of third parties. Debtor shall mark all chattel paper with a conspicuous legend stating that the chattel paper has been assigned to Lender. Debtor agrees to pay, on demand, all costs, taxes and fees payable in connection with any such filings; recordings, notices or other actions. Debtor shall give Lender at least thirty (30) days prior written notice before changing **Debtor's** name or structure or the location of a chief executive offices, principal place of business, or state of organization, or moving any Collateral from the locations listed on Exhibit A, and in each case shall (at Debtor's expense) promptly take all steps necessary or advisable to preserve continuously the perfection and **priority of Lender's security interests in the Collateral.**

**5. Records; Inspection.** Upon Lender's request, Debtor will deliver to Lender copies of financial statements and such other reports and information as to Collateral as Lender may request. Debtor shall maintain adequate books and records pertaining to the Collateral and shall permit Lender (during regular business hours) to visit and inspect any of the Collateral and to examine **Debtor's** books of record and accounts with respect to the Collateral and the Indebtedness, at **Debtor's** expense **(and all Lender's costs and expenses in connection therewith will be part of the Indebtedness);** provided if there is no continuing Event of Default, Lender shall be limited to two (2) site visits per calendar year and **such shall be at Lender's expense.**

**6. Insurance.** Debtor shall maintain insurance satisfactory to Lender, insuring all of the Collateral against loss from fire, flood, theft, and any other risks required by Lender, and shall provide Lender with satisfactory evidence of such insurance and the timely renewal thereof. All liability insurance policies shall name Lender as an additional insured, and all casualty insurance policies shall **contain a lender's or mortgagee's loss payable provision acceptable to Lender.** If Debtor fails to furnish or maintain such insurance, Lender may pay premiums or obtain insurance of its interest only, and any amounts paid by Lender will become part of the Indebtedness.

**7. Events of Default.** Any of the following events or conditions will be an "**Event of Default**" hereunder: (a) an Event of Default, as defined therein, shall occur under the Loan Agreement; or (b) Debtor breaches any covenant or promise made in this Agreement; or (c) any representations made herein were untrue or misleading when made; or (d) any termination statements or correction statements are **filed with respect to Lender's financing statements.**

**8. Remedies.** Upon any Event of Default, and at any time thereafter, at Lender's option, the Indebtedness shall become immediately due and payable (with interest thereon from the date of demand at the Default Rate) without presentment or demand or any notice to Debtor or any other person obligated thereon, and, to the extent permitted by, and subject to the terms of the Debt Subordination Agreement, Lender shall be entitled to exercise any or all of the rights and remedies available at law or in equity, including the rights and remedies of a secured party under the Uniform Commercial Code as in effect from time to time in the State of Tennessee (the "UCC"). These remedies include the right and power to take possession of the Collateral, wherever it may be found, and the right and power to sell, at public or private sale or sales, or otherwise collect, enforce, dispose of or use all or any portion of the Collateral in any manner authorized or permitted under the UCC, in such order or manner as Lender may elect in its sole discretion, to the extent permitted by, and subject to the terms of the Debt Subordination Agreement. Lender shall not be required to prepare or process Collateral before disposition, or to make any warranties of title or otherwise to any person acquiring any of the Collateral. **Upon Lender's demand,** Debtor agrees to assemble the Collateral at its usual place of business, or at such other location as Lender may reasonably designate, and make it available to Lender. To the extent that

notice of sale is required by applicable law, Debtor agrees that notice given as provided herein, at least ten (10) days before the date of the proposed public sale or disposition or the date after which a private sale may be made shall be deemed reasonable and shall fully satisfy any requirement of giving of notice. Lender may, at its option, dispose of Collateral on credit terms, and, in such event, shall credit the Debtor only with the amounts of cash proceeds actually received by from time to time thereafter by Lender and applied to the Indebtedness.

**9. General Authority.** Lender shall be under no obligation or duty to exercise any of the powers hereby conferred upon Lender; and shall have no liability for any act or failure to act in connection with any of the Collateral (including any diminution in the value of the Collateral from any cause whatsoever). Lender shall be under no duty to collect any amount that may be or become due on any of the Collateral, to redeem or realize on Collateral, to make any presentments, demands or notices of protest in connection with any of the Collateral, to take any steps necessary to preserve rights in any instrument, contract or lease against third parties or to preserve rights against prior parties, to remove any liens or to do anything for the enforcement, collection or protection of Collateral, except to the extent, if any, that the UCC requires Lender to use reasonable care with respect to Collateral while in its possession.

**10. Waivers.** Except as expressly provided herein, and to the fullest extent permitted by law, Debtor hereby waives (a) presentment, demand and protest and notice of presentment, protest, default, non payment, maturity, release, compromise, settlement, extension or renewal of any or all accounts, contract rights, documents, instruments, general intangibles, chattel paper and guaranties at any time held by Lender on which Debtor may in any way be liable and hereby ratifies and confirms whatever Lender may do in this regard; (b) notice prior to taking possession or control of the Collateral or any bond **or security that might be required by any court before allowing Lender to exercise any of Lender's remedies**, and any right to require Lender to prepare the Collateral for sale; (c) any marshalling of assets, or any right to compel Lender to resort first or in any particular order to any other collateral or other persons before enforcing its rights as to the Collateral or pursuing Debtor for payment of the Indebtedness; (d) the benefit of all valuation, appraisal and exemption laws; and (e) any claims and defenses based on principles of suretyship or impairment of collateral.

**11. General Provisions.**

(a) Notices. All communications concerning this Agreement shall be provided as set forth in the Loan Agreement.

(b) Successors and Assigns. Debtor shall not assign its rights or delegate its duties under this Agreement. **Debtor's** covenants and agreements herein shall bind each of the **Debtor's** successors and assigns, and those who become bound to this Agreement, and shall inure to the benefit of Lender and its successors and assigns. Lender may assign the Indebtedness to one or more assignees on such terms and conditions as Lender shall deem advisable. As to any such assignee, Debtor waives and will not assert any claims, setoffs, recoupments, or defenses that any of Debtor may have against Lender.

(c) Amendments and Waivers. This Agreement may not be modified or amended except in writing signed by the Debtor and Lender, and none of its provisions may be waived except in writing signed by Lender. No waivers shall be implied, whether from any custom or course of **dealing or any delay or failure in Lender's exercise of its rights** and remedies hereunder or otherwise. Any waiver granted by Lender shall not obligate Lender to grant any further, similar, or other waivers.

(d) Remedies. All remedies provided to Lender herein are cumulative, in addition to all other remedies available to Lender under this Agreement or any other agreement, at law or



in equity or otherwise, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

(e) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee (without regard to its rules on conflicts of laws).

(f) Usury. The parties intend that the interest charged, paid or collected hereunder or on the Indebtedness shall not in any event exceed the maximum permissible rate under applicable law. Any excess interest will be applied to reduce the principal amount of the Indebtedness or repaid to the Debtor.

(g) Defined Terms; UCC Terms. In addition to other words and terms defined in this Agreement (including the Exhibits), the following terms have the following meanings herein, unless the context expressly requires otherwise. The term "**business day**" means any day other than a Saturday, Sunday or day on which commercial banks are authorized to close under the laws of the State of Tennessee. The term "**person**" means any individual, corporation, partnership, joint venture, association, limited liability company, joint stock company, trust, unincorporated organization, government, or any agency or political subdivision thereof, or any other form of entity. The terms "includes" and "including" and words of similar import are inclusive and not exclusive terms, and are not intended to create any limitation. All defined terms apply to both singular and plural forms, and all references to any gender include all other genders. Terms used in this Agreement that are defined in Article 9 of the UCC (as in effect on the date hereof) shall have the same meanings herein, except as otherwise expressly provided or amplified (but not limited) herein. If Debtor is a partnership or an unincorporated association of more than one person, the term "**Debtor**" refers to each partner and/or each such person, jointly, severally and individually. All defined terms and references as to any agreements, notes, instruments, certificates or other documents shall be deemed to refer to such documents as they may from time to time be amended, modified, renewed, extended, replaced, restated, supplemented or substituted. Unless otherwise provided, all references to statutes and related regulations shall include any amendments thereof and any successor statutes and regulations.

(h) Captions; Exhibits; Severability. The captions in this Agreement are for convenience only, and in no way limit or amplify the provisions hereof. All Exhibits and Schedules attached hereto are by reference made a part hereof, and this Agreement governs in case of any conflict. This Agreement is severable, and the invalidity of any provision shall not affect any other provision hereof.

(i) Entire Agreement. This Agreement represents the entire agreement between Lender and Debtor with respect to the subject matter hereof, superseding any and all other agreements, promises or representations.

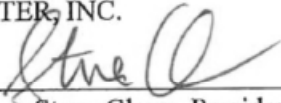
(j) Debt Subordination Agreement. Notwithstanding anything herein to the contrary, the lien and security interests granted to Lender pursuant to this Agreement and the exercise of any right or remedy by Lender hereunder are subject in all respects to the provisions of the Debt Subordination Agreement. In the event of any conflict between the terms of the Debt Subordination Agreement and this Agreement, the terms of the Debt Subordination Agreement shall govern and control.

[signatures continued on next page]

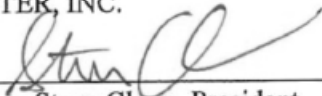
ENTERED INTO as of the date first above written.

**BORROWERS:**

AMORY REGIONAL MEDICAL  
CENTER, INC.

By:   
Steve Clapp, President

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

By:   
Steve Clapp, President

## **EXHIBIT A**

### **DEBTOR AND COLLATERAL INFORMATION**

1. Debtor's **Legal Name**: Curae Health, Inc.  
Debtor's **form of entity**: nonprofit corporation  
Debtor's **State of Organization**: Tennessee  
Chief Executive Offices: 121 Leinart Street Clinton, Tennessee 37716  
Principal Places of Business in other States: NA  
Other Location(s) of Collateral: NA



**Tre Hargett**  
Secretary of State

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

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

May 5, 2017 2:49 PM

Financing Statement Doc #: 426795175  
DLN #: B0386-5129

### UCC Financing Statement Acknowledgment

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

Tre Hargett  
Secretary of State

Enclosures: Original Documents

#### DEBTOR INFORMATION

CURAE HEALTH, INC.

121 LEINHART STREET  
CLINTON, TN 37716

#### SECURED PARTY INFORMATION

CHS/COMMUNITY HEALTH SYSTEMS, INC. 4000 MERIDIAN BOULEVARDE  
FRANKLIN, TN 37067

#### RECORDING TAX

Maximum principal indebtedness for Tennessee recording tax purposes is: \$2,130,000.00

#### FILING INFORMATION

Financing Statement Doc #: 426795175  
Filing Date: 5/5/2017 2:44 PM  
Lapse Date: 5/5/2022 11:59 PM  
Optional Filer Ref Data 020304-302454 FILED WITH THE TN SOS

#### Document Receipt

Receipt #: 3362863	Fees Paid:	\$15.00
	Taxes Paid:	\$2,447.20
Payment-Check/MO - BRADLEY ARANT BOULT CUMMINGS LLP, NASHVILLE, TN		\$2,492.20
Deposit-Account - BRADLEY ARANT BOULT CUMMINGS LLP, Nashville, TN		\$30.00

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Julia Bernstein 205-521-8000</b>
B. E-MAIL CONTACT AT FILER (optional) <b>jbernstein@bradley.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <b>Julia Bernstein</b>  <b>Bradley Arant Boult Cummings LLP</b>  <b>1819 Fifth Avenue North</b>  <b>Birmingham, AL 35203</b> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME <b>CURAE HEALTH, INC.</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>121 Leinhart Street</b>		CITY <b>Clinton</b>	STATE <b>TN</b>	POSTAL CODE <b>37716</b>
			COUNTRY <b>USA</b>	

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

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

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

3a. ORGANIZATION'S NAME <b>CHS/COMMUNITY HEALTH SYSTEMS, INC.</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>4000 Meridian Boulevard</b>		CITY <b>Franklin</b>	STATE <b>TN</b>	POSTAL CODE <b>37067</b>
				COUNTRY <b>USA</b>

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

See Schedule I attached hereto and made a part hereof.

Maximum Principal Indebtedness for Tennessee recording tax purposes is \$2,130,000.00

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: <b>020304-302454 filed with the TN SOS</b>	

**SCHEDULE I  
TO  
UCC FINANCING STATEMENT**

**BY AND BETWEEN CURAE HEALTH, INC., AS DEBTOR AND  
CHS/COMMUNITY HEALTH SYSTEMS, INC., AS SECURED PARTY**

All Debtor's assets and personal property, which are related to the hospitals owned and operated by Borrowers, but specifically excluding Debtor's ownership interest in NW Alabama Real Estate, LLC ("NWARE") and any assets owned by NWARE or related to such assets, whether presently existing or hereafter acquired or arising and wherever located, including without limitation, Gross Revenues, all accounts, chattel paper, deposit accounts, documents, electronic chattel paper, equipment, fixtures, general intangibles, goods, health-care-insurance receivables, instruments, inventory, investment property, letter-of-credit rights, payment intangibles, promissory notes, software, any commercial tort claims hereafter identified by Debtor in any authenticated record delivered to Secured Party and all supporting obligations, products and proceeds of any of the foregoing.

The following terms are defined as follows:

"Borrowers" shall mean Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc.

"Gross Revenues" shall mean all gross receipts, revenues, income, rents, royalties, benefits, insurance proceeds and other moneys received by or on behalf of the Debtor and the Borrowers, including, without limitation, (a) all gifts, grants, bequests, contributions, donations and pledges, whether in the form of cash, securities or other personal property, (b) all gross revenues derived from the operation of the facilities of the Debtor and the Borrowers, (c) all amounts earned on amounts deposited into the funds and accounts created under the Loan Agreement, and (d) all proceeds derived from (i) insurance except to the extent the use thereof is otherwise required by the Loan Agreement or any other Loan Document (as defined in the Loan Agreement), (ii) the sale or other disposition of inventory and other tangible and intangible property, (iii) medical or hospital expense reimbursement or insurance programs or agreements, (iv) condemnation awards, except to the extent that the use thereof is otherwise required by the Loan Agreement or any other Loan Document, (v) stock, partnership interests, limited liability company interests or other ownership interests in other Persons (as defined in the Loan Agreement), and (vi) contract rights and other rights and assets now or hereafter owned, held or possessed by or on behalf of the Debtor and the Borrowers; and in each case, together with all rights to receive the same, whether in the form of accounts, accounts receivables, deposit accounts, healthcare insurance receivables, contract rights, general intangibles, chattel paper, instruments, securities, securities accounts, securities entitlements, rights under agreements with insurance companies, financial assets or other rights, and the proceeds thereof, and any insurance thereon, whether now existing or hereafter coming into existence and whether now owned or held or hereafter acquired by the Debtor and the Borrowers; provided, however, that gifts, grants, bequests, donations and contributions heretofore or hereafter made, designated at the time of making thereof by the donor or maker as being for

certain specific purposes, and the income derived therefrom, to the extent required by such designation, shall be excluded from Gross Revenues.

“Loan Agreement” shall mean that certain Loan Agreement among Secured Party, Debtor and Borrowers dated as of May 1, 2017, as may be amended and/or restated from time to time.

This instrument/agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Debt Subordination Agreement (the “**Subordination Agreement**”) dated as of May 1, 2017, among CHS/COMMUNITY HEALTH SYSTEMS, INC., CURAE HEALTH, INC., a Tennessee nonprofit corporation (the “**Guarantor**”), AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (“**Amory**”), BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (“**Batesville**,” and collectively with Amory, the “**Borrowers**”; the Borrowers collectively with the Guarantor, the “**Loan Parties**”), and SERVISFIRST BANK, as Senior Lender (“**Senior Lender**”), to the indebtedness (including interest) owed pursuant to that certain Loan Agreement dated as of May 1, 2017, between the Loan Parties and Senior Lender, as such Loan Agreement has been and hereafter may be amended, supplemented, or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as contemplated by the Subordination Agreement; and each signatory of this agreement and its successors and assigns, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

### **LOAN AGREEMENT**

THIS LOAN AGREEMENT (the “**Agreement**”) is entered into as of May 1, 2017, by and among AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (“**Amory**”), BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (“**Batesville**,” and collectively with Amory, the “**Borrowers**”), CURAE HEALTH, INC., a Tennessee nonprofit corporation (“**Guarantor**”; the Borrowers and Guarantor are collectively referred to herein as the “**Loan Parties**”), and CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (“**Lender**”).

### **WITNESSETH:**

WHEREAS, Borrowers have requested that Lender extend to them a term loan described in more detail herein; and

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

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

### **ARTICLE I** **LOAN FACILITIES**

1.1 **Loan Facilities.** Subject to the Conditions Precedent and the other terms and conditions contained in this Agreement and the other Loan Documents, and in reliance upon the representations, warranties and covenants in this Agreement and the other Loan Documents, Lender agrees to make to Borrowers, on a joint and several basis, the Term Loan on the Closing Date in the amount of \$14,200,000.00, as evidenced by the Term Note.

1.2 **Payment Terms.** Payment terms for the Term Loan shall be as set forth in the Term Note. All amounts owed by Borrowers to Lender pursuant to this Agreement, the Term Note or any Loan Document shall be due and payable in full on the Maturity Date. Borrowers shall have the right, upon



thirty (30) days prior written notice, to prepay the Term Loan in whole or in part without premium or penalty.

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

1.4 Borrowing Procedures for the Term Loan. The Term Loan shall be advanced in full at closing.

1.5 Use of Proceeds.

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

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

1.6 Payments to Lender's Office. Each payment under the Term Note shall be made to **Lender at Lender's Office for the account of Lender in Dollars on the date such payment is due.**

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

## ARTICLE II COLLATERAL AND GUARANTY

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

2.2 [Reserved].

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

ARTICLE III  
REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

income including interest and penalties. Each of the Loan Parties have made all required withholding deposits.

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

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

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

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

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

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

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

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

3.17 Healthcare Laws.

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

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

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

ARTICLE IV  
CONDITIONS PRECEDENT

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

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

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

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

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

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

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

- (g) Hospital Licensure. Copies of documentation related to transfer of licensure for the Hospitals;
- (h) Property Tax Exemption. Copies of documentation related to exemption from real property taxes for Hospitals;
- (i) Evidence of Insurance. Evidence that each Loan Party has obtained policies of insurance as required by this Loan Agreement and the Mortgages;
- (j) Real Estate Diligence. Title commitments, surveys, appraisals, phase 1 environmental reports, and flood certifications related to the Hospitals;
- (k) Management Agreement. A fully executed copy of the Management Agreement;
- (l) Purchase Agreement. A copy of the executed Purchase Agreement;
- (m) Quality of Earnings Report; Financial Projections. A quality of earnings report for the Hospitals, along with financial projections for the next five (5) year period;
- (n) Senior Debt. The Borrowers shall have closed with Senior Lender the Senior Debt including a term loan of \$14,000,000 and a revolving credit facility of \$5,000,000, satisfactory to the Lender, and the Lender shall have received the fully-executed Senior Note and other Senior Debt Documents in form satisfactory to the Lender; and
- (o) Other. Such other documents as Lender may reasonably request.

#### ARTICLE V AFFIRMATIVE COVENANTS

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

5.1 Financial Statements and Reports. Promptly furnish to Lender:

- (a) Annual Reports. As soon as available, and in any event within one hundred twenty (120) days after the close of each fiscal year of Guarantor, audited consolidated and consolidating financial statements of the Loan Parties, prepared by an accounting firm reasonably acceptable to Lender, setting forth the balance sheet of the Loan Parties and the related statements **of income, stockholders' equity and cash flows as at the end of such year, all prepared** in accordance with GAAP and certified by each Borrower's chief financial officer as being true and accurate;
- (b) Quarterly Reports. As soon as available and in any event within forty five (45) days of the last day of each fiscal quarter of Guarantor, company prepared consolidated and consolidating financial statements of the Loan Parties, setting forth the balance sheet of the Loan Parties and the related statements of **income, stockholders' equity**, cash flows, and operating statistics as at the end of such quarter, all prepared in accordance with GAAP and certified by each Borrower's chief financial officer as being true and accurate;

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

(d) Notices from Senior Lender. Copies of all material notices and other material deliveries which any Loan Party receives from the Senior Lender under the Senior Debt Documents;

(e) Deliveries to Senior Lender. Simultaneously with the delivery thereof to the Senior Lender, copies of all compliance certificates, default notices and other material deliveries which any Loan Party makes to the Senior Lender under the Senior Debt Documents, to the extent different from those delivered to the Lender;

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

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

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

### 5.3 Maintenance.

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

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

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

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

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

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

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

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

5.9 Amory Subdivision. Within ninety (90) days of the Closing Date, the real property described on Schedule 5.9 hereof will be subdivided as a separate parcel from the Amory Hospital. In the event that such subdivision does not occur within such designated time frame, Amory will take action reasonably acceptable to Lender to insure that Lender may exercise its rights and remedies under the Amory Mortgage.

## ARTICLE VI NEGATIVE COVENANTS

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

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

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

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

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

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

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

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

6.8 Financial Covenants.

(a) Minimum Fixed Charge Coverage Ratio. Commencing with the measurement period ending June 30, 2017 and continuing on each September 30, December 31, March 31 and June 30 thereafter, permit the Fixed Charge Coverage Ratio to be less than 1.25 to 1.00.

(b) Maximum Funded Debt to EBITDA Ratio. Commencing with the measurement period ending June 30, 2017 and continuing on each September 30, December 31, March 31 and June 30 thereafter, permit the Senior Funded Debt to EBITDA ratio to be greater than the following as of the dates set forth below:

As of June 30, 2017, September 30, 2017, and December 31, 2017	5.00 to 1.00
As of March 31, 2018, June 30, 2018, September 30, 2018, and December 31, 2018	4.50 to 1.00
As of March 31, 2019 and each June 30, September 30, December 31, and March 31	4.00 to 1.00



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

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

## ARTICLE VII EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2 Remedies. Upon the occurrence of an Event of Default, Lender may declare the entire principal amount of all Indebtedness then outstanding, including interest accrued thereon, to be immediately due and payable without presentment, demand, protest, notice of protest, or dishonor or other notice of default of any kind, all of which Borrowers **hereby expressly waive, and, at Lender's sole discretion and option, all obligations of Lender under this Agreement shall immediately cease and terminate unless and until Lender shall reinstate such obligations in writing. Such acceleration and cessation of Lender's obligations shall occur automatically, without any declaration by Lender or any notice, upon the occurrence of an Event of Default under Section 7.1(d), (e) or (f).** Upon the occurrence of any Event of Default, Lender may also exercise all rights against Collateral set forth in the Mortgages or afforded a creditor under applicable law, and/or bring an action to protect or enforce its rights under the Loan Documents or seek to collect the Indebtedness and/or enforce the Obligations by any lawful means. All remedies provided in this agreement or in any other loan documents shall be cumulative, in addition to all other remedies available to lender under the principles of law and equity or pursuant to any other body of law, statutory or otherwise, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

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

ARTICLE VIII  
GENERAL PROVISIONS

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

Loan Parties:	c/o Curae Health, Inc. 121 Leinhart Street Clinton, TN 37716 Attn: Steve Clapp
With copy to:	Egerton, McAfee, Armistead & Davis, P.C. 900 S. Gay Street, Suite 1400 Knoxville, TN 37902 Attn: William Kittrell
Lender:	CHS/Community Health Systems, Inc. 4000 Meridian Boulevard Franklin, TN 37067 Attn: Vice President – Development
With copy to:	Bradley, Arant, Boult, Cummings LLP 1600 Division Street, Suite 700 Nashville, TN 37203 Attn: Steve Braun

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

8.3 Term of This Agreement. This Agreement shall be binding on Loan Parties as long as any portion of the Obligations remains outstanding, except that Loan Parties’ representations, warranties, and indemnity agreements shall survive the payment in full of the Obligations and the termination of this Agreement.

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

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

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

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

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

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

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

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

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

8.13 Costs, Expenses, and Taxes. Loan Parties agree to pay on demand all out-of-pocket costs and expenses of Lender (including the reasonable fees and out-of-pocket expenses of **Lender's attorneys**, paralegals, accountants, auditors, and consultants) incurred by Lender in connection with the preparation, execution, delivery, administration, interpretation, amendment, waiver or enforcement of this Agreement or the other Loan Documents, or in the protection of **Lender's rights under the Loan Documents** (including any suit for declaratory judgment or interpretation of the provisions hereof and any bankruptcy, insolvency or condemnation proceedings involving Loan Parties, their Property, and/or any Collateral). In addition, Loan Parties agree to pay, and to hold Lender harmless from all liability for, any stamp, recording, intangibles or other taxes (including taxes under Tennessee Code Annotated Section 67-4-409 due upon the recordation of financing statements) payable in connection with the execution or delivery of this Agreement, the Term Loan, the Collateral, or the issuance or delivery of the Term Note or any other Loan Documents, excluding, however, taxes based upon the income or assets of Lender. Upon **Lender's** request, Loan Parties shall promptly reimburse Lender for all amounts expended, advanced, or incurred by Lender in endeavoring to satisfy any obligation of Loan Parties under this Agreement or any other Loan Documents, or to perfect a Lien in favor of Lender, or to protect the Properties or businesses of Loan Parties or to collect the Obligations, or to enforce or protect the rights of Lender under this **Agreement or any other Loan Document, including all court costs, attorney's and paralegal's fees, fees of**

auditors and accountants, and investigation expenses reasonably incurred by Lender in connection with any such matters, and all such amounts shall bear interest at the Default Rate until paid in full. All obligations under this Section shall be part of the Indebtedness and shall survive any termination of this Agreement.

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

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

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

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

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

EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN ACTUAL DIRECT DAMAGES.

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

## ARTICLE IX DEFINITIONS AND USAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Debt Subordination Agreement”** means that certain Debt Subordination Agreement of even date herewith by and among Lender, ServisFirst Bank, and the Loan Parties, as such may be amended and/or restated from time to time.

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

**“Default Rate”** means the lesser of (i) the maximum lawful rate of interest permitted by law and (ii) the rate of interest otherwise applicable plus five percent (5%) per annum. The term **“maximum lawful rate of interest”** as used herein shall mean a rate of interest equal to the higher or greater of the following: (a) the **“applicable formula rate”** defined in Tennessee Code Annotated Section 47-14-102(2), or (b) such other rate of interest as may be charged under other applicable laws or regulations.

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

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

**“Equipment”** means all of Loan Parties’ equipment, as that term is defined in the UCC.

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

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

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

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

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

**“Gross Revenues”** shall mean all gross receipts, revenues, income, rents, royalties, benefits, insurance proceeds and other moneys received by or on behalf of the Loan Parties, including, without limitation, (a) all gifts, grants, bequests, contributions, donations and pledges, whether in the form of cash, securities or other personal property, (b) all gross revenues derived from the operation of the facilities of the Loan Parties, (c) all amounts earned on amounts deposited into the funds and accounts created under this Agreement, and (d) all proceeds derived from (i) insurance except to the extent the use thereof is otherwise required by this Agreement or any other Loan Document, (ii) the sale or other disposition of inventory and other tangible and intangible property, (iii) medical or hospital expense reimbursement or insurance programs or agreements, (iv) condemnation awards, except to the extent that the use thereof is otherwise required by this Agreement or any other Loan Document, (v) stock, partnership interests, limited liability company interests or other ownership interests in other Persons, and (vi) contract rights and other rights and assets now or hereafter owned, held or possessed by or on behalf of the Loan Parties; and in each case, together with all rights to receive the same, whether in the form of accounts, accounts receivables, deposit accounts, healthcare insurance receivables, contract rights, general intangibles, chattel paper, instruments, securities, securities accounts, securities entitlements, rights under agreements with insurance companies, financial assets or other rights, and the proceeds thereof, and any insurance thereon, whether now existing or hereafter coming into existence and whether now owned or held or hereafter acquired by the Loan Parties; provided, however, that gifts, grants, bequests, donations and contributions heretofore or hereafter made, designated at the time of making thereof by the donor or maker as being for certain specific purposes, and the income derived therefrom, to the extent required by such designation, shall be excluded from Gross Revenues.

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

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

**“Healthcare Laws”** means all applicable statutes, laws, ordinances, rules and regulations of any Governmental Authority with respect to regulatory matters primarily relating to patient healthcare, including without limitation Section 1128B(b) of the Social Security Act, as amended, 42 U.S.C. Section



1320a 7(b) (Criminal Penalties Involving Medicare or State Health Care Programs), commonly referred to as the “Federal Anti-Kickback Statute,” the Social Security Act, as amended, Section 1877, 42 U.S.C. Section 1395nn (Prohibition Against Certain Referrals), commonly referred to as “Stark Statute,” the Public Health Service Act, 42 U.S.C. §§ 291 et seq., and HIPAA.

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

**“Hospitals”** means collectively the Amory Hospital and the Batesville Hospital.

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

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

**“Lender’s Office”** means the office of Lender located at the address set forth in Section 8.1 hereof.

**“Lien”** means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute, or contract, and including, without limitation, the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale, sale of Accounts or general intangibles, trust receipt or a lease, consignment, or bailment for security purposes. The term **“Lien”** includes reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting any Property. For the purposes of this Agreement, Borrowers shall be deemed to be the owner of any Property that it has acquired or holds subject to a conditional sale agreement, financing lease, or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

**“Liquid Assets”** means unencumbered cash or marketable securities of the Loan Parties calculated on an aggregate basis.

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

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

**“Management Agreement”** means that certain Hospital Management Agreement dated December 31, 2014 by and between Management Company and Curae, as amended by that certain First Amendment to Hospital Management Agreement dated as of September 1, 2015, as amended by that certain Second Amendment to Hospital Management Agreement dated as of April 1, 2016, and as such may be further amended and/or restated in the future.

**“Material Adverse Effect”** or **“Material Adverse Change”** shall mean any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or

events, act or acts, condition or conditions, occurrence or occurrences, whether or not related, that causes a material adverse change in, or a material adverse effect on, (i) the business, results of operations, financial condition, assets, liabilities or prospects of the Borrowers, (ii) the ability of the Borrowers or the Guarantor to perform any of their respective obligations under the Loan Documents, (iii) the rights and remedies of the Lender under any of the Loan Documents or (iv) the legality, validity or enforceability of any of the Loan Documents.

**“Maturity Date”** means October 30, 2020.

**“Minimum Liquidity”** shall have such meaning as set forth in Section 6.8(b) hereof.

**“Mortgages”** means the Amory Mortgage and the Batesville Mortgage.

**“Obligations”** means all of the Indebtedness and all of Borrowers’ undertakings in the Loan Documents including, but not limited to, all agreements, representations, warranties, and covenants.

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

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

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

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

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

**“Purchase Agreement”** means that certain Amended and Restated Asset Purchase Agreement, dated as of May 1, 2017, by and among CHS/COMMUNITY HEALTH SYSTEMS, INC. and Guarantor.

**“Senior Debt”** shall have such meaning as set forth in the Debt Subordination Agreement.

**“Senior Debt Documents”** means the Senior Note, the Loan Agreement dated as of May 1, 2017 by and among the Loan Parties and Senior Lender, and all other documents executed in connection with the Senior Debt, as such documents have been and hereafter may be amended, supplemented or otherwise modified from time to time in accordance with the Debt Subordination Agreement.

**“Senior Funded Debt”** means outstanding Advances (as such term is defined in the Senior Debt Documents) under the Senior Note.

**“Senior Note”** shall mean the promissory note, or promissory notes, from time to time evidencing the Senior Debt.

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

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

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

**“Term Note”** means that certain \$14,200,000 Term Note executed in connection herewith, as such may be amended and/or restated from time to time.

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

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

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

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

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

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

[signatures commence on next page]

ENTERED INTO as of the date first written above.

**BORROWERS:**

AMORY REGIONAL MEDICAL CENTER,  
INC.

By: Stu Ch

Title: President

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

By: Stu Ch

Title: President

**GUARANTOR:**

CURAE HEALTH, INC.

By: Stu Ch

Title: President

**LENDER:**

CHS/COMMUNITY HEALTH SYSTEMS, INC.

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

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

[Signature Page to Loan Agreement]

ENTERED INTO as of the date first written above.

**BORROWERS:**

AMORY REGIONAL MEDICAL CENTER,  
INC.

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

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

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

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

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

**GUARANTOR:**

CURAE HEALTH, INC.

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

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

**LENDER:**

CHS/COMMUNITY HEALTH SYSTEMS, INC.

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

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

[Signature Page to Loan Agreement]

## **Schedule 1**

### **Permitted Encumbrances**

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

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

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

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



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

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

**PARCEL 1, Tract I:**

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

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

**PARCEL 1, Tract II:**

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

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

### **Schedule 3.6**

#### **Investments, Advances, and Guaranties**

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

1. Loan Agreement by and between Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc., Curae Health, Inc., and ServisFirst Bank, of even date herewith.
  - a. Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc. are the borrowers.
  - b. Curae Health, Inc. is the guarantor.
  - c. Term Loan: \$14,000,000; revolving credit loan: \$5,000,000
2. Promissory Note by and between Curae Health, Inc., Lakeland Community Hospital, Inc., Northwest Medical Center, Inc., Russellville Hospital, Inc., and USDA Rural Development, dated December 14, 2015.
  - a. Russellville Hospital, Inc. is the borrower.
  - b. Curae Health, Inc., Lakeland Community Hospital, Inc., and Northwest Medical Center, Inc. are the guarantors.
  - c. Term Loan: \$19,835,000
3. Loan Agreement by and between Russellville Hospital, Inc., Lakeland Community Hospital, Inc., Northwest Medical Center, Inc., Curae Health, Inc., and ServisFirst Bank, dated December 31, 2014, as amended by that certain First Amendment to Term Note and Loan Agreement, dated December 31, 2014, and as further amended by that Second Amendment to Loan Agreement, dated September 21, 2015.
  - a. Russellville Hospital, Inc. is the borrower.
  - b. Curae Health, Inc., Lakeland Community Hospital, Inc., and Northwest Medical Center, Inc. are the guarantors.
  - c. Term Loan: \$3,000,000; revolving credit loan: \$3,000,000

**Schedule 3.7**

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

The Loan Parties have the following liabilities:

1. Loan Agreement by and between Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc., Curae Health, Inc., and ServisFirst Bank, of even date herewith.
  - a. Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc. are the borrowers.
  - b. Curae Health, Inc. is the guarantor.
  - c. Term Loan: \$14,000,000; revolving credit loan: \$5,000,000
2. Agreement for Purchase and Sale of Real Estate by and between Curae Health, Inc. and CHCT Mississippi, LLC, of even date herewith.
  - a. Curae Health, Inc. is the seller of certain real estate.
  - b. Purchase Price: \$4,074,594.00

**Schedule 5.9**

**To be Subdivided Amory Property**

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

**Schedule 5.16**

**Trade Names**

None.

## **FIRST AMENDMENT TO LOAN AGREEMENT**

THIS FIRST AMENDMENT TO LOAN AGREEMENT (this “**Amendment**”), dated as of November 1, 2017, is entered into by and among AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (“**Amory**”), BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (“**Batesville**”), CLARKSDALE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation (“**Clarksdale**,” and collectively with Amory and Batesville, the “**Borrowers**”), CURAE HEALTH, INC., a Tennessee nonprofit corporation (“**Guarantor**”; the Borrowers and Guarantor are collectively referred to herein as the “**Loan Parties**”), and CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (“**Lender**”).

### **RECITALS:**

A. Amory and Batesville issued to the order of Lender that certain \$14,200,000.00 Term Note dated May 1, 2017 (the “**Term Note**”). The current outstanding principal balance of the Term Note is \$14,200,000.00.

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

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

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

1. Clarksdale hereby joins the Loan Agreement as a Borrower thereunder. All references in the Loan Documents to “Borrowers” and/or “Loan Parties” shall include Clarksdale.

2. Article I of the Loan Agreement is hereby amended and restated as follows:

1.1 Loan Facilities. Subject to the Conditions Precedent and the other terms and conditions contained in this Agreement and the other Loan Documents, and in reliance upon the representations, warranties and covenants in this Agreement and the other Loan Documents, Lender agrees to make (a) to Amory and Batesville, on a joint and several basis, the Term Loan on the Closing Date in the amount of \$14,200,000.00, as evidenced by the Term Note, and (b) to Clarksdale, the Clarksdale Loan on the Clarksdale Closing Date in the amount of \$13,133,839.64, as evidenced by the Clarksdale Note.

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

1.3 Interest. Interest shall accrue on all amounts advanced hereunder at the rate set forth in the Term Note and the Clarksdale Note, as applicable, except that interest shall accrue at



the Default Rate following the occurrence of an Event of Default (regardless of whether notice thereof has been given to Borrowers).

1.4 Borrowing Procedures for the Term Loan. The Term Loan shall be advanced in full at closing. The Clarksdale Loan shall be advanced in full on the Clarksdale Closing Date.

1.5 Use of Proceeds.

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

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

1.6 Payments to Lender's Office. Each payment under the Term Note and the Clarksdale Note shall be made to Lender at Lender's Office for the account of Lender in Dollars on the date such payment is due.

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

3. Section 6.3 of the Loan Agreement is hereby amended and restated as follows:

6.3 Proceeds of Term Loan and the Clarksdale Loan. Permit the proceeds of the Term Loan or the Clarksdale Loan to be used for any purpose other than those permitted under this Agreement.

4. Section 8.10 of the Loan Agreement is hereby amended and restated as follows:

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

5. The following definitions within Section 9.1 of the Loan Agreement are hereby amended and restated as follows:

**“Debt Subordination Agreement”** means that certain Debt Subordination Agreement dated as of April 27, 2017, by and among Lender, ServisFirst Bank, Amory, Batesville and Curae, as such may be amended and/or restated from time to time.

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

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

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

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

**“Clarksdale Closing Date”** means November 1, 2017.

**“Clarksdale Hospital”** means that certain hospital facility located at 1970 Hospital Drive, Clarksdale, MS 38614.

**“Clarksdale Loan”** means the loan facility described in Section 1.1(b) hereof.

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

**“Clarksdale Note”** means that certain \$13,133,839.64 Promissory Note executed in connection herewith, as such may be amended and/or restated from time to time.

7. The definition of **“Mortgages”** set forth within Section 9.1 of the Loan Agreement is hereby amended to include the Clarksdale Mortgage and the definition of **“Hospitals”** set forth within Section 9.1 of the Loan Agreement is hereby amended to include the Clarksdale Hospital.

The Loan Documents are amended generally to reflect the Clarksdale Loan and the addition of Clarksdale, including without limitation the Guaranty and the Guarantor Security Agreement and the definitions of **“Guaranteed Obligations”** and **“Indebtedness”** respectively contained therein.

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

9. Lender’s obligation to make the Clarksdale Loan is subject to the conditions precedent that Lender shall have received (or agreed in writing to waive or defer receipt of) all of the following,

each duly executed, dated and delivered as of the Clarksdale Closing Date, in form and substance satisfactory to Lender and its counsel:

- i) Clarksdale Note and Loan Documents. The Clarksdale Note, payable to the order of Lender, this Amendment, the First Amendment to Batesville Mortgage, and the First Amendment to Amory Mortgage, all duly executed by the Loan Parties and/or other parties, as applicable;
- ii) Hospital Licensure. Copies of documentation related to transfer of licensure for the Clarksdale Hospital;
- iii) Property Tax Exemption. Copies of documentation related to exemption from real property taxes for Clarksdale Hospital;
- iv) Evidence of Insurance. Evidence that each Loan Party has obtained policies of insurance as required by this Loan Agreement and the Mortgages;
- v) Real Estate Diligence. Title commitments, surveys, appraisals, phase 1 environmental reports, and flood certifications related to the Clarksdale Hospital; and
- vi) Other. Such other documents as Lender may reasonably request.

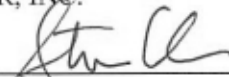
10. The Loan Parties reaffirm the terms and provisions of the Loan Documents and agree that such terms and provisions are valid and binding, enforceable in accordance with its terms and provisions, subject to bankruptcy laws, general principles of equity and other obligations generally applicable to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

[signatures commence on following page]

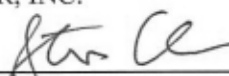
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**BORROWERS:**

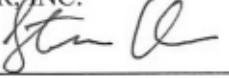
AMORY REGIONAL MEDICAL  
CENTER, INC.

By:   
Steve Clapp, President

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

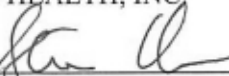
By:   
Steve Clapp, President

CLARKSDALE REGIONAL MEDICAL  
CENTER, INC.

By:   
Steve Clapp, President

**GUARANTOR:**

CURAE HEALTH, INC.

By:   
Steve Clapp, President

**LENDER:**

CHS/COMMUNITY HEALTH SYSTEMS,  
INC.

By: \_\_\_\_\_  
Terry H. Hendon, Vice President

[Signature Page to First Amendment to Loan Agreement]

ENTERED INTO as of the date first written above.

**BORROWERS:**

AMORY REGIONAL MEDICAL  
CENTER, INC.

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

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

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

CLARKSDALE REGIONAL MEDICAL  
CENTER, INC.

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

**GUARANTOR:**

CURAE HEALTH, INC.

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

**LENDER:**

CHS/COMMUNITY HEALTH SYSTEMS,  
INC.

By: \_\_\_\_\_  
Terry H. Hendon, Vice President

[Signature Page to First Amendment to Loan Agreement]

## SECOND AMENDMENT TO LOAN AGREEMENT

THIS SECOND AMENDMENT TO LOAN AGREEMENT (this "**Amendment**"), dated as of December 13, 2017, is entered into by and among AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Amory**"), BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Batesville**"), CLARKSDALE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Clarksdale**," and collectively with Amory and Batesville, the "**Borrowers**"), CURAE HEALTH, INC., a Tennessee nonprofit corporation ("**Guarantor**"; the Borrowers and Guarantor are collectively referred to herein as the "**Loan Parties**"), and CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation ("**Lender**").

### RECITALS:

A. Amory and Batesville issued to the order of Lender that certain \$14,200,000.00 Term Note dated May 1, 2017 (the "**Term Note**"). The current outstanding principal balance of the Term Note is \$14,200,000.00.

B. Clarksdale issued to the order of Lender that certain \$13,133,839.64 Promissory Note dated November 1, 2017 (the "**Clarksdale Note**"). The current principal balance of the Clarksdale Note is \$13,133,839.64.

C. The Loan Parties and Lender are party to that certain Loan Agreement dated May 1, 2017, as amended by First Amendment to Loan Agreement dated as of November 1, 2017 (as so amended, the "**Loan Agreement**"). Capitalized terms not otherwise defined in this Amendment shall have such meaning as set forth in the Loan Agreement.

D. Loan Parties and Lender desire to amend the Loan Agreement as provided herein.

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

1. The legend set forth on top of page one of the Loan Agreement is hereby amended and restated as follows:

This instrument/agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in (a) that certain Amended and Restated Debt Subordination Agreement (the "**Term Subordination Agreement**") dated as of December 13, 2017, among CHS/COMMUNITY HEALTH SYSTEMS, INC., CURAE HEALTH, INC., a Tennessee nonprofit corporation (the "**Guarantor**"), AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Amory**"), BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("**Batesville**"), and Clarksdale Regional Medical Center, Inc., a Tennessee corporation ("**Clarksdale**," and collectively with Amory and Batesville, the "**Borrowers**"; the Borrowers collectively with the Guarantor, the "**Loan Parties**") and SERVISFIRST BANK, as Senior Lender (together with its successors and assigns, "**Senior Term Lender**"), to the indebtedness (including interest) owed pursuant to that certain Loan Agreement dated as of May 1, 2017, between the Loan Parties and Senior Term Lender, as such Loan Agreement has been and hereafter may be amended, supplemented, or otherwise modified from time to time and to indebtedness refinancing the indebtedness

under that agreement as contemplated by the Term Subordination Agreement (the “**Senior Term Loan Agreement**”); and (c) that certain Subordination Agreement dated as of December 13, 2017 among MIDCAP FINANCIAL TRUST, a Delaware statutory trust (together with its successors and assigns, “**Senior Revolving Lender**” and together with Senior Term Lender, “**Senior Lender**”), CHS/COMMUNITY HEALTH SYSTEMS, INC., and the Loan Parties (the “**Revolving Subordination Agreement**” and together with the Term Subordination Agreement, the “**Debt Subordination Agreement**”), to the indebtedness (including interest) owed pursuant to that certain Credit and Security Agreement dated as of December 13, 2017, among the Loan Parties and Senior Revolving Lender, as such Credit and Security Agreement may be amended, restated, supplemented or otherwise modified from time to time (the “**Senior Revolving Credit Agreement**”); and each signatory of this agreement and its successors and assigns, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Debt Subordination Agreement.

2. Section 2.1 of the Loan Agreement is hereby amended and restated as follows:

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

- (a) all of Borrowers’ Accounts and cash on hand, and all of Borrowers’ money, contract rights, chattel paper, documents, Deposit Accounts, securities accounts, securities, investment property and Instruments with respect thereto, and all of Borrowers’ rights, remedies, security, Liens and supporting obligations, in, to and in respect of the foregoing, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guarantees or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any Account Debtor, and credit and other insurance;
- (b) to the extent not listed above, all of Borrowers’ money, securities, investment property, Deposit Accounts, Securities Accounts, Instruments and other property and the proceeds thereof that are now or hereafter held or received by, in transit to, in possession of, or under the control of Agent or a bailee or Affiliate of Agent, whether for safekeeping, pledge, custody, transmission, collection or otherwise;
- (c) to the extent not listed above, all of Borrowers’ now owned or hereafter acquired Deposit Accounts or Securities Accounts into which Accounts or the proceeds of Accounts are deposited, including the Lockbox Account and all signature cards, account agreements and other documents relating to the Deposit Accounts or Securities Accounts;

- (d) all of Borrowers' right, title and interest in, to and in respect of all goods relating to, or which by sale or consumption have resulted in, Accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods;
- (e) all of Borrowers' Healthcare Permits; and
- (f) all of Borrowers' general intangibles (including, without limitation, payment intangibles) and other property of every kind and description with respect to, evidencing or relating to its Accounts, including, without limitation, all of Borrowers' rights in any interim management agreement and/or operations transfer agreement, all existing and future customer lists, choses in action, claims, books, records, ledger cards, contracts, licenses, formulae, tax and other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies, and computer programs, tapes, programs, discs, information, software, records, and data, all computers, word processors, printers, switches, interfaces, source codes, mask works, software, web servers, website service contracts, internet connection contract or line lease, website hosting service contract, website license agreements, back-up copies of website content, contracts with website advertisers, scripts, codes or Active-X controls, technology escrow agreements, website content development agreements, all rights, of whatever form, in and to domain names, instructional material, and connectors and all parts, accessories, additions, substitutions, or options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items as the same relates to the Accounts or is otherwise necessary or helpful in the collection thereof or realization thereon.

The following terms shall have the following meanings in this Section 2.1:

**“Accounts”** means, collectively, (a) any right to payment of a monetary obligation, whether or not earned by performance, (b) without duplication, any “account” (as defined in the UCC), any accounts receivable (whether in the form of payments for services rendered or goods sold, rents, license fees or otherwise), any “health-care-insurance receivables” (as defined in the UCC), any “payment intangibles” (as defined in the UCC) and all other rights to payment and/or reimbursement of every kind and description, whether or not earned by performance, (c) all accounts, “general intangibles” (as defined in the UCC), Intellectual Property, rights, remedies, guarantees, “supporting obligations” (as defined in the UCC), “letter-of-credit rights” (as defined in the UCC) and security interests related to the assets described in subparagraphs (a) or (b) of this definition, all rights of enforcement and collection, all books and records evidencing or related to the assets described in subparagraphs (a) or (b) of this definition, and all rights under the Senior Revolving Credit Agreement (and all other documents executed in connection with the Senior Revolving Credit Agreement) in respect of the foregoing, (d) all information and data compiled or



derived by any Borrower or to which any Borrower is entitled in respect of or related to the foregoing, and (e) all proceeds of any of the foregoing.

**“Affiliate”** means, (a) with respect to any Person, any Person that directly or indirectly controls such Person and (b) with respect to any Person, any Person that is controlled by or is under common control with such controlling Person. As used in this definition, the term “control” of a Person means the possession, directly or indirectly, of the power to vote five percent (5%) or more of any class of voting securities of such Person or to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**“Agent”** means MidCap Financial Trust, a Delaware statutory trust, and its successors and assigns.

**“Healthcare Permit”** means a Permit (a) issued or required under Healthcare Laws applicable to the business of any Borrower, or any of their Subsidiaries or necessary in the possession, ownership, warehousing, marketing, promoting, sale, labeling, furnishing, distribution or delivery of goods or services under Healthcare Laws, (b) issued by any Person from which any Borrower has received an accreditation, and/or (c) issued or required under Healthcare Laws applicable to the ownership, leasing or operation of any business location of a Borrower.

**“Intellectual Property”** means, with respect to any Person, all patents, patent applications and like protections, including improvements divisions, continuation, renewals, reissues, extensions and continuations in part of the same, trademarks, trade names, trade styles, trade dress, service marks, logos and other business identifiers and, to the extent permitted under applicable law, any applications therefor, whether registered or not, and the goodwill of the business of such Person connected with and symbolized thereby, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative works, whether published or unpublished, technology, know-how and processes, operating manuals, trade secrets, computer hardware and software, rights to unpatented inventions and all applications and licenses therefor, used in or necessary for the conduct of business by such Person and all claims for damages by way of any past, present or future infringement of any of the foregoing.

**“Lockbox Account”** means an account or accounts maintained with a United States of America depository institution designated from time to time by Agent into which collections of Accounts are paid, which account or accounts shall be, if requested by Agent, opened in the name of Agent (or a nominee of Agent).

3. The following definitions within Section 9.1 of the Loan Agreement are hereby added, amended and restated (as applicable) as follows:

**“Debt Subordination Agreement”** means (a) the Term Subordination Agreement and (b) the Revolving Subordination Agreement, each as may be amended, restated, supplemented or otherwise modified from time to time.

**“Revolving Subordination Agreement”** shall have the meaning set forth in the legend on top of the first page to this Agreement.

**“Senior Debt”** shall have such meaning (a) as such term is defined in the Term Subordination Agreement, and (b) ascribed to the term “Senior Loans” as defined in the Revolving Subordination Agreement.

**“Senior Debt Documents”** means (a) any Senior Note, (b) the Senior Term Loan Agreement, and all other documents executed in connection with the foregoing, as such documents have been and hereafter may be amended, supplemented or otherwise modified from time to time in accordance with the Term Subordination Agreement, and (c) the Senior Revolving Credit Agreement, and all other documents executed in connection with the foregoing, as such documents have been and hereafter may be amended, supplemented or otherwise modified from time to time in accordance with the Revolving Subordination Agreement.

**“Senior Funded Debt”** means (a) all outstanding Advances (as such term is defined in the Senior Term Loan Agreement), and (b) all Revolving Loan Outstandings (as such term is defined in the Senior Revolving Credit Agreement).

**“Senior Lender”** shall have the meaning set forth in the legend on top of the first page to this Agreement.

**“Senior Note”** shall mean any promissory note, or promissory notes, from time to time evidencing any Senior Debt.

**“Senior Revolving Credit Agreement”** shall have the meaning set forth in the legend on top of the first page to this Agreement.

**“Senior Revolving Lender”** shall have the meaning set forth in the legend on top of the first page to this Agreement.

**“Senior Term Lender”** shall have the meaning set forth in the legend on top of the first page to this Agreement.

**“Senior Term Loan Agreement”** shall have the meaning set forth in the legend on top of the first page to this Agreement.

**“Term Subordination Agreement”** shall have the meaning set forth in the legend on top of the first page to this Agreement.

4. Schedule 3.6 of the Loan Agreement is hereby amended and restated by Revised Schedule 3.6 attached hereto.

5. Schedule 3.7 of the Loan Agreement is hereby amended and restated by Revised Schedule 3.7 attached hereto.

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

7. The Loan Parties reaffirm the terms and provisions of the Loan Documents and agree that such terms and provisions are valid and binding, enforceable in accordance with its terms and provisions,

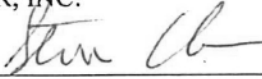
subject to bankruptcy laws, general principles of equity and other obligations generally applicable to creditors, subject to no defense, counterclaim, or objection.

[signatures commence on following page]

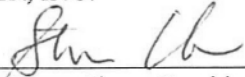
ENTERED INTO as of the date first written above.

**BORROWERS:**

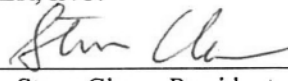
AMORY REGIONAL MEDICAL  
CENTER, INC.

By:   
Steve Clapp, President

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

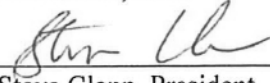
By:   
Steve Clapp, President

CLARKSDALE REGIONAL MEDICAL  
CENTER, INC.

By:   
Steve Clapp, President

**GUARANTOR:**

CURAE HEALTH, INC.

By:   
Steve Clapp, President

**LENDER:**

CHS/COMMUNITY HEALTH SYSTEMS,  
INC.

By: \_\_\_\_\_  
Terry H. Hendon, Vice President

ENTERED INTO as of the date first written above.

**BORROWERS:**

AMORY REGIONAL MEDICAL  
CENTER, INC.

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

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

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

CLARKSDALE REGIONAL MEDICAL  
CENTER, INC.

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

**GUARANTOR:**

CURAE HEALTH, INC.

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

**LENDER:**

CHS/COMMUNITY HEALTH SYSTEMS,  
INC.

By: \_\_\_\_\_  
Terry H. Hendon, Vice President

[Signature Page to Second Amendment to Loan Agreement]

**Revised Schedule 3.6**

**Investments, Advances, and Guaranties**

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

1. Loan Agreement by and between Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc., Curae Health, Inc., and ServisFirst Bank, of even date herewith.
  - a. Amory Regional Medical Center, Inc. and Batesville Regional Medical Center, Inc. are the borrowers.
  - b. Curae Health, Inc. is the guarantor.
  - c. Term Loan: \$18,845,000.
2. Promissory Note by and between Curae Health, Inc., Lakeland Community Hospital, Inc., Northwest Medical Center, Inc., Russellville Hospital, Inc., and USDA Rural Development, dated December 14, 2015.
  - a. Russellville Hospital, Inc. is the borrower.
  - b. Curae Health, Inc., Lakeland Community Hospital, Inc., and Northwest Medical Center, Inc. are the guarantors.
  - c. Term Loan: \$19,835,000
3. Loan Agreement by and between Russellville Hospital, Inc., Lakeland Community Hospital, Inc., Northwest Medical Center, Inc., Curae Health, Inc., and ServisFirst Bank, dated December 31, 2014, as amended by that certain First Amendment to Term Note and Loan Agreement, dated December 31, 2014, and as further amended by that Second Amendment to Loan Agreement, dated September 21, 2015.
  - a. Russellville Hospital, Inc. is the borrower.
  - b. Curae Health, Inc., Lakeland Community Hospital, Inc., and Northwest Medical Center, Inc. are the guarantors.
  - c. Term Loan: \$3,000,000; revolving credit loan: \$3,000,000
4. Credit and Security Agreement dated as of December 13, 2017 by and among Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc., Clarksdale Regional Medical Center, Inc., and MidCap Financial Trust, a Delaware statutory trust, of even date herewith, as amended, restated, supplemented or otherwise modified from time to time.
  - a. Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc. and Clarksdale Regional Medical Center, Inc. are the borrowers.
  - b. Curae Health, Inc. is the guarantor.
  - c. Revolving Loan: maximum principal amount of \$15,000,000.

**Revised Schedule 3.7**

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

The Loan Parties have the following liabilities:

1. Loan Agreement by and between Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc., Curae Health, Inc., and ServisFirst Bank, of even date herewith, as amended.
  - a. Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc. and Clarksdale Regional Medical Center, Inc. are the borrowers.
  - b. Curae Health, Inc. is the guarantor.
  - c. Term Loan: \$18,845,000.
2. Agreement for Purchase and Sale of Real Estate by and between Curae Health, Inc. and CHCT Mississippi, LLC, of even date herewith.
  - a. Curae Health, Inc. is the seller of certain real estate.
  - b. Purchase Price: \$4,074,594.00
3. Credit and Security Agreement dated as of December 13, 2017 by and among Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc., Clarksdale Regional Medical Center, Inc., and MidCap Financial Trust, a Delaware statutory trust, of even date herewith, as amended, restated, supplemented or otherwise modified from time to time.
  - a. Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc. and Clarksdale Regional Medical Center, Inc. are the borrowers.
  - b. Curae Health, Inc. is the guarantor.
  - c. Revolving Loan: maximum principal amount of \$15,000,000.

# 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:* (6746680)      **Claim No:** 235      *Status:*  
CHS/COMMUNITY HEALTH      *Original Filed*      *Filed by:* CR  
SYSTEMS, INC.      *Date:* 01/18/2019      *Entered by:* PAUL G  
C/O PAUL G. JENNINGS      *Original Entered*      JENNINGS  
BASS BERRY & SIMS PLC      *Date:* 01/18/2019      *Modified:*  
150 THIRD AVE S SUITE 2800  
NASHVILLE TN 37201

Amount claimed: \$29078403.56

Secured claimed: \$29078403.56

*History:*

[Details](#)      [235-](#) 01/18/2019 Claim #235 filed by CHS/COMMUNITY HEALTH SYSTEMS, INC., Amount  
[1](#)      claimed: \$29078403.56 (JENNINGS, PAUL )

*Description:*

*Remarks:*

### Claims Register Summary

**Case Name:** Curae Health Inc.  
**Case Number:** 3:18-bk-05665  
**Chapter:** 11  
**Date Filed:** 08/24/2018  
**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$29078403.56
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

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

	<b>Claimed</b>	<b>Allowed</b>
<b>Secured</b>	\$29078403.56	
<b>Priority</b>		
<b>Administrative</b>		