

Fill in this information to identify the case:Debtor 1 Batesville Regional Medical Center, Inc.Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 18-05676**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>Brentwood Acquisition, Inc. d/b/a Brentwood Behavioral Healthcare of Mississippi</u> Name of the current creditor (the person or entity to be paid for this claim)		
	Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Jeremy L. Retherford</u> Name <u>1901 Sixth Avenue N, Suite 1500</u> Number Street <u>Birmingham</u> <u>AL</u> <u>35203</u> City State ZIP Code Contact phone <u>205-226-3479</u> Contact email <u>jretherford@balch.com</u>	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____			
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

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

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 321,136.00. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

lease

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

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

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

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

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 01/18/2019

MM / DD / YYYY

Signature

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

Name	Jeremy L. Retherford		
	First name	Middle name	Last name
Title	Attorney		
Company	Brentwood Acquisition, Inc. d/b/a Brentwood Behavioral Healthcare of Mississippi		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	1901 Sixth Avenue North Suite 1500		
	Number	Street	
	Birmingham	AL	35203
	City	State	ZIP Code
Contact phone	205-226-3479		Email jretherford@balch.com

ADDENDUM TO PROOF OF CLAIM

Invoice Date	Principal	Pre-Bankruptcy Interest
March 2018	\$35,000.00	\$23,555.00
April 2018	\$55,000.00	
May 2018	\$55,000.00	
June 2018	\$55,000.00	
July 2018	\$55,000.00	
August 2018	\$42,581.00	
TOTAL INDEBTEDNESS		\$321,136.00

*On January 14, 2019, the Court entered an order [Doc. 658] approving assumption of the lease made the subject of this claim by Batesville Regional Medical Center, Inc. ("Batesville") and assignment of the lease to Progressive Medical Management of Batesville, LLC (the "Buyer"). Assumption and assignment of the subject lease is effective upon closing of the Buyer's acquisition of the Panola Medical Center which closing is scheduled to occur after the deadline to submit proofs of claim in this case. The claimant submits this proof of claim out of abundance of caution and to preserve its rights.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered into as of this the 30th day of September, 2005 by and between Brentwood Acquisition, Inc. d/b/a Brentwood Behavioral Healthcare of Mississippi, a Tennessee corporation, (hereinafter "Brentwood"), and Tri-Lakes Medical Center, a community hospital, (hereinafter Tri-Lakes) (collectively hereinafter the "Parties").

RECITALS

WHEREAS, Brentwood is a psychiatric facility located in Flowood, Mississippi;

WHEREAS, Tri-Lakes is a community hospital located in Batesville, Mississippi which desires to establish adult acute psychiatric services at its location;

WHEREAS, Brentwood has certain additional, approved adult acute psychiatric beds which it does not utilize in its provision of psychiatric services and which it desires to lease to Tri-Lakes;

WHEREAS, Tri-Lakes desires to lease certain adult acute psychiatric beds from Brentwood;

NOW, THEREFORE, in consideration of the mutual covenants provided herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1

CONVEYANCE

1.1 Conveyance. Brentwood hereby agrees to lease ten (10) adult acute psychiatric beds (hereinafter the "Beds") to Tri-Lakes, subject to the terms contained herein. Tri-Lakes hereby accepts the lease of said Beds from Brentwood, subject to the terms contained herein. The Parties acknowledge that said Beds are presently approved for Brentwood but are unused, and that the lease of said Beds is commercially reasonable for the business purposes of the Parties.

Section 2

TERM & LEASE AMOUNT

2.1 Term. The term of this Agreement shall be for an initial period of two (2) years, commencing on the Effective Date (as hereinafter defined). This Agreement shall automatically renew for one (1) year each year thereafter unless one Party gives the other written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial or subsequent term.

2.2 Lease Amount. The "Lease Amount" for the Beds shall be an annual sum of Three Hundred Thousand Dollars (\$300,000.00). Such amount shall be paid monthly in the amount of Twenty-Five Thousand Dollars (\$25,000.00), representing Two Thousand Five Hundred Dollars (\$2,500.00) per month per bed. Tri-Lakes agrees to pay such Lease Amount to Brentwood for the duration of this Agreement.

2.2.1 Payment of Lease Amount. Tri-Lakes shall commence payment of the above-stated lease amount upon opening its adult psychiatric unit (the "Effective Date"), but in no event later than September 1, 2006. Failure by Tri-Lakes to commence lease payments by September 1, 2006 shall cause this Agreement to automatically terminate, and the Beds shall immediately revert to Brentwood. Subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the duration of this Agreement. In the event any amount is not received within ten (10) days after the date on which it is due, the past due amount shall accrue interest at a rate of ten percent (10%) per annum. Such interest shall continue to accrue until the past due balance, including accrued interest, is paid in full.

2.3 Good Faith Valuation of Lease Amount. The Parties agree that the Lease Amount provided above in Section 2.2 is commercially reasonable and is believed in good faith by the Parties to be fair market value.

2.4 Referrals. The Parties acknowledge and affirm that there have been no other offers or incentives for the referral of patients or the provision of services which may be paid by any federal or state health program as an inducement to enter into the Agreement, except those commercially reasonable agreements otherwise existing between the Parties, if any. Furthermore, the Parties acknowledge that they have not historically been referral sources for one another and do not intend to become referral sources for one another as a result of this Agreement.

Section 3 **LICENSES, PERMITS & CONSENTS**

3.1 Licenses, Permits, Consents. This Agreement is expressly conditioned upon Tri-Lakes obtaining and maintaining all appropriate licenses, permits, consents, certificates of need, or other federal or state governmental and regulatory approvals for the acquisition, relocation, set-up and operation of said Beds. Failure of Tri-Lakes to obtain and maintain any of said necessary consents, approvals, certificates of need, and licenses shall cause this Agreement to automatically terminate, and the Beds shall immediately revert to Brentwood.

3.1.1 Reliance by Brentwood. Brentwood hereby expressly states that it is entering into this Agreement based upon representations by Tri-Lakes that it has in fact obtained or will obtain all such necessary consents, approvals, licenses, and certificates of need, which may be applicable. Brentwood in entering into this Agreement has acted in good faith reliance upon such representations by Tri-Lakes.

3.2 Statutory or Regulatory Violation. In the event any federal or state regulatory agency determines that the lease of the Beds violates any statutory or regulatory provision; or if such determination is reached by any state or federal court of competent jurisdiction or an administrative law judge; or if said lease shall in any manner jeopardize the licensure of such Beds to Brentwood or the tax exempt status of Brentwood, this Agreement shall automatically terminate, and the Beds shall immediately revert to Brentwood.

Section 5 **TERMINATION**

5.1 Mutual Agreement. This Agreement may be terminated upon the written agreement of the Parties, at which time Tri-Lakes shall immediately transfer the Beds to Brentwood.

5.2 Termination by Brentwood.

5.2.1 Automatic Termination. This Agreement may be terminated by Brentwood automatically upon the occurrence of any of the following events.

- a. Upon a determination by the Mississippi State Department of Health (the "Department") that the Beds may not be transferred to Tri-Lakes;
- b. Upon a determination by the Department that the Beds may not be relocated to Tri-Lakes;
- c. Failure of Tri-Lakes to obtain and maintain any necessary consents, approvals, certificates of need, or licenses necessary to operate the Beds;
- d. Upon a determination by any federal or state regulatory agency that the lease of the Beds violates any statutory or regulatory provision or if such determination is reached by any state or federal court of competent jurisdiction or an administrative law judge;
- e. Upon a determination by any federal or state regulatory agency or state or federal court of competent jurisdiction or an administrative law judge that the lease of the Beds shall in any manner jeopardize the licensure of such Beds to Brentwood;
- f. Upon Tri-Lakes bankruptcy or insolvency;
- g. If Tri-Lakes' conduct regarding the operation of its hospital and acute psychiatric facility is determined to be unlawful by a court of competent jurisdiction or a regulatory or governmental agency;
- h. Upon the loss or threatened loss of the license to operate the Beds;

- i. Upon Tri-Lakes entering into any agreement relating to the provision of management services by any person or entity to Tri-Lakes' adult acute psychiatric unit;
- j. Upon Tri-Lakes attempted transfer of the Beds to another person or entity;
or
- k. Upon any other event which causes or attempts to cause a transfer of the Beds to any person or entity other than Brentwood

5.2.2 Termination for Breach of Agreement. If Tri-Lakes violates any term of this Agreement, Brentwood shall have the right to terminate the Agreement upon written notice to Tri-Lakes. Said written notice shall document the alleged breach and allow Tri-Lakes thirty (30) days to cure the alleged breach. If at the end of this thirty (30) day period, Tri-Lakes has not cured the breach, Brentwood may terminate this Agreement. Upon termination, Tri-Lakes shall immediately transfer the Beds to Brentwood.

5.3 Effect of Termination. Upon termination of this Agreement for whatever reason, the Beds shall revert to Brentwood. Tri-Lakes agrees to fully cooperate with the Brentwood in all matters relating to reversion of the Beds to Brentwood. Upon termination, the provisions of Sections 6.1, 6.2, 6.3 and 9.7, as well as any other provision specifically providing so, shall survive.

5.3.1 Penalty Due to Automatic Termination. As described above, if Tri-Lakes takes any action or fails to act in a way that adversely affects the licensure of the Beds or the entitlement to Medicare or Medicaid reimbursement upon the termination of this Agreement, Tri-Lakes agrees to pay Brentwood One Hundred Fifty Thousand Dollars (\$150,000) (the "Penalty") within five (5) days of the termination. The Penalty has been determined by the Parties taking into account the value of the Beds and the anticipated loss Brentwood will incur if the licensure of the Beds or their entitlement to reimbursement is jeopardized by Tri-Lakes. Tri-Lakes acknowledges and agrees that the amount of the Penalty is reasonable. Furthermore, Tri-Lakes agrees that the Penalty shall not limit Brentwood's relief for Tri-Lakes actions or inactions concerning the licensure of the Beds.

Section 6

TRANSFER OF BEDS TO BRENTWOOD

6.1 Transfer & Assignment. Tri-Lakes hereby expressly acknowledges and agrees that upon termination of this Agreement for whatever reason, the Beds shall be immediately transferred to Brentwood, and Tri-Lakes shall assign its interest in the Beds to Brentwood.

6.2 Further Actions to Effectuate Reversion. Upon termination of this Agreement, Tri-Lakes agrees to take any actions requested by Brentwood, the Department, or any

other governmental or regulatory agency to effectuate the reversion or assignment of the Beds to Brentwood.

6.3 Authorization. Tri-Lakes hereby expressly agrees and acknowledges that the Department or any other governmental or regulatory with authority over the Beds, may rely on this Section 6 as Tri-Lakes' acceptance and approval of the immediate transfer and assignment of the Beds back to Brentwood upon termination of this Agreement for any reason whatsoever. By way of this Section 6.3, the Department or any other governmental or regulatory agency is specifically authorized by Tri-Lakes to assign and transfer the Beds to Brentwood upon notice of the termination of this Agreement without further action by Brentwood.

Section 7

ASSIGNMENT OR SUBLEASE

7.1 Assignment or Sublease by Tri-Lakes. Tri-Lakes shall not assign this Agreement or sublet the Beds without the prior written consent of Brentwood, which may be withheld in Brentwood's sole discretion. Unless otherwise agreed in writing, Tri-Lakes shall remain liable for all obligations under this Agreement regardless of any allowed assignment or sublease of the Beds.

7.2 Assignment by Brentwood. Brentwood may freely and without the consent of Tri-Lakes transfer or assign its interest in this Agreement and/or the Beds. In the event of such transfer and/or assignment by Brentwood to a person or entity expressly assuming Brentwood's obligations hereunder, Brentwood shall be released from any further obligations to Tri-Lakes as may be contained in this Agreement. Tri-Lakes agrees to look solely to Brentwood's successor in interest for performance of the obligations contained herein, and Brentwood shall be discharged of any further obligations to Tri-Lakes.

Section 8

INSURANCE & INDEMNITY

8.1 Insurance & Indemnity. Tri-Lakes agrees to maintain property, casualty, professional/facility liability and general liability insurance with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate covering the Beds and the use thereof and to endorse said policies of insurance to include Brentwood and Psychiatric Solutions, Inc. ("PSI") as additional named insureds thereunder. Tri-Lakes also agrees to indemnify and hold harmless Brentwood and/or PSI from any liability arising out of Tri-Lakes' use and operation of the Beds, including all incidental, consequential, compensatory and punitive damages and all costs and attorneys' fees incurred in connection therewith.

Section 9
MISCELLANEOUS

9.1 Change in Law. If any applicable federal, state or local law or any regulatory or administrative rule changes which materially and adversely affects the manner in which either Party may perform or be compensated for its services, the Parties agree to use their best efforts to amend this Agreement to be in compliance with the change. If no agreement is reached within sixty (60) days, the Agreement will terminate.

9.2 Compliance with Law. The Parties expressly acknowledge that it has been and continues to be their intent to use their best efforts to comply with all federal, state and local laws, rules and regulations. It is not a purpose, nor is it a requirement, of this Agreement or of any other agreement between the Parties, to offer or receive any remuneration or benefit of any nature to solicit, require, induce or encourage the referral of any patient whose payment for services may be made in whole or in part by Medicare or Medicaid.

Furthermore, neither Brentwood nor Tri-Lakes have engaged in any activities which are prohibited under 42 U.S.C. § 1320-7b, or the regulations promulgated thereunder pursuant to such statutes, or related federal, state or local statutes or regulations, or which are prohibited by rules of professional conduct, including, but not limited to , the following: (i) making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment; (ii) making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment; (iii) failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on its own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or (iv) soliciting or receiving any remuneration (including any kickback, bribe or rebate), directly or indirectly, overtly or covertly, in cash or in kind, or offering to pay or receive such remuneration (a) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or (b) in return for purchasing, leasing or ordering or arranging for or recommending purchasing, leasing or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid.

9.3 Governing Law & Severability. The laws of the State of Mississippi shall govern this Agreement. In the event a non-material provision of this Agreement is found by a court of competent jurisdiction to be invalid that provision shall be severed, if possible, and the remaining portion of the Agreement shall remain in full force and effect.

9.4 Examination of Records. If this Agreement is subject to 42 U.S.C. §1396x(v)(1)(I) and the regulations promulgated thereunder, the Parties shall, until the expiration of four (4) years after the furnishing of the service pursuant to this Agreement as outlined herein, make available upon request to the Secretary of Health and Human

Services and to the Comptroller General of the United States or any of their duly authorized representatives, this Agreement and the books, documents, and records that are necessary to certify the nature and the extent of the cost of services furnished pursuant to this Agreement for which payment may be made under the Medicare program.

If this Agreement is subject to the above regulations and either Party carries out any of the duties of the Agreement through a subcontract with the value or cost of \$10,000.00 or more over a twelve-month period with a related organization, that subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services pursuant to such a subcontract, the related organization shall make available those contracts, books, documents, and records of such related organizations that are necessary to verify the nature and extent of such cost.

9.5 Notices. All notices, consents, waivers and any other communications given under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt); (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested); or (c) upon five (5) days of sending the notice certified, return receipt requested by United States mail, in each case to the appropriate address as set forth below (or to such other addresses as a Party may designate by notice to the other Party):

If to Brentwood: **Brentwood Behavioral Healthcare of Mississippi**
Attn: Mike Carney
3531 Lakeland Drive
Flowood, Mississippi 39232

with copies to: **Psychiatric Solutions, Inc.**
Attn: General Counsel
840 Crescent Centre Drive, Suite 460
Franklin, Tennessee 37067

Thomas L. Kirkland, Jr.
COPELAND, COOK, TAYLOR & BUSH, P.A.
Post Office Box 6020
Ridgeland, Mississippi 39158

If to Tri-Lakes: **Tri-Lakes Medical Center**
Attn: Ray Shoemaker
303 Medical Center Road
Batesville, Mississippi, 38606

with copy to: **Tri-Lakes Medical Center**
Attn: Sarah Daleball, Esquire
303 Medical Center Road
Batesville, Mississippi 38606

9.6 Binding Effect. The terms, provisions and covenants contained in this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns except as otherwise expressly provided herein.

9.7 Confidentiality. The Parties to this Agreement agree that its terms and provisions are strictly confidential. The Parties further agree that they will not disclose or use such information pertaining to this Agreement to any person or entity except for tax, legal or accounting advisors or as otherwise required by law, without the prior written consent of the non-disclosing Party. This provision shall continue after termination of this Agreement.

9.8 No Waivers of Privilege. No attorney/client, accountant/client, or other legal privilege will be deemed to have been waived by Brentwood or Tri-Lakes by virtue of this Agreement.

9.9 Waiver. A waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of any breach of any other provision.

9.10 Attorneys' Fees & Costs. If an action is commenced to enforce this Agreement or to pursue the rights and remedies of either of the Parties, the prevailing Party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted.

9.11 Language & Construction. The use of one gender shall be deemed to include all genders, and the use of the singular form shall be deemed to include the plural and vice versa, as the context may require. The heading and section titles have been inserted as a matter of convenience and shall not be used to interpret any provision of this Agreement.

9.12 Entire Agreement. This Agreement, together with the Recitals which are hereby incorporated, constitutes the entire agreement between the Parties, contains all of the agreements among the Parties with respect to the subject matter hereof, and supercedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof.

9.13 Time. Time is of the essence in this Agreement whenever a specific time is provided.

9.14 Counterparts. This Agreement may be executed in multiple counterparts by the Parties, each of which shall be deemed an original of the Agreement and all of which shall constitute but one Agreement.

9.15 Intent. Both Parties have read this Agreement in its entirety, understand its contents, have had the opportunity to obtain the advice of counsel as to the meaning and intent of this Agreement, and freely enter into and execute this Agreement, intending to be bound by the provisions herein. It is the intent of the Parties that each word, phrase

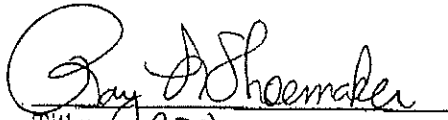
and sentence herein shall be given its plain meaning, and the rules of interpretation or construction of contracts that would construe any ambiguity of any part hereof against the draftsman, by virtue of being the draftsman, shall not apply.

9.16 Rights & Remedies. The rights and remedies of the Parties are cumulative, and shall include the rights and remedies provided by this Agreement and any other rights and remedies the Parties may have by law, in equity, by statute, by ordinance or otherwise.


9.17 Amendment or Modification. Any amendment or modification to this Agreement shall not be effective until it is made in writing and duly executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement on the date first above-written.

Tri-Lakes Medical Center

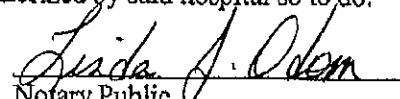

Title: CEO

Brentwood Acquisition, Inc. d/b/a
Brentwood Behavioral Healthcare
of Mississippi


Title: CEO

STATE OF MISSISSIPPI
COUNTY OF Ramola

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this the 8 day of November 2005, within my jurisdiction, the within named Ray Shoemaker, who acknowledged that he is the CEO of Tri-Lakes Medical Center, a Mississippi community hospital, and that for and on behalf of said hospital, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said hospital so to do.


Notary Public

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 23, 2008
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI
COUNTY OF Rankin

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this the 8 day of November 2005, within my jurisdiction, the within named Mike Carney, who acknowledged that he is the CEO of Brentwood Acquisition, Inc. d/b/a Brentwood Behavioral Healthcare of Mississippi, a TN corporation, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Aug 9, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

RESTATED AND AMENDED LEASE AGREEMENT

THIS RESTATED AND AMENDED LEASE AGREEMENT (the "Agreement") is made and entered into as of this the 1st day of January 2010 (the Effective date), by and between Brentwood Acquisition, Inc. d/b/a Brentwood Behavioral Healthcare of Mississippi, ("Brentwood"), and Alliance Health partners, LLC d/b/a Tri-Lakes Medical Center ("Tri-Lakes") (collectively the "Parties").

RECITALS

WHEREAS, Brentwood is a psychiatric facility located in Flowood, Mississippi;

WHEREAS, Tri-Lakes is a hospital located in Batesville, Mississippi which desires to maintain and expand its adult acute psychiatric services;

WHEREAS, pursuant to a lease agreement in 2005 between Brentwood and the then current owner of Tri-Lakes, Physicians and Surgeons ("P&S"), Tri-Lakes leased certain adult acute psychiatric beds from Brentwood;

WHEREAS, on September 4, 2009, Alliance Health Partners, LLC ("Alliance") acquired Tri-Lakes;

WHEREAS, as part of that acquisition Alliance agreed to assume from P&S certain agreements, including Tri-Lakes' agreements with Brentwood for adult acute psychiatric beds; and,

WHEREAS, Tri-Lakes, Alliance, and Brentwood desire to restate and amend the agreements underlying the lease of the adult acute psychiatric beds from Brentwood to Tri-Lakes and contain their respective obligations in one agreement between Brentwood and Alliance;

NOW, THEREFORE, in consideration of the mutual covenants provided herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1
CONVEYANCE

1.1 Conveyance. Brentwood hereby leases fifteen (15) adult acute psychiatric beds (hereinafter the "Beds") to Tri-Lakes, subject to the terms contained herein. Tri-Lakes hereby accepts the lease of said Beds from Brentwood, subject to the terms contained herein.

1.2 Option. In addition to the fifteen (15) beds leased to Tri-Lakes pursuant to Section 1.1 above, Brentwood will make ten (10) additional beds available to Tri-Lakes

for lease under the terms included in this Agreement. Tri-Lakes may exercise this option to lease additional beds by giving thirty (30) days written notice to Brentwood. The Parties acknowledge that the lease and relocation of an additional ten (10) beds may require Certificate of Need approval from the Mississippi State Department of Health ("Department"). The lease of any additional beds will be effective upon licensure of such beds by the Department.

1.3 Prior Leases. This Agreement supersedes and replaces any previous agreements for the lease of adult acute psychiatric beds between the Parties.

Section 2

TERM & LEASE AMOUNT

2.1 Term. The term of this Agreement shall be for an initial term of Three (3) years, commencing on the "Effective Date." This Agreement shall automatically renew for one (1) year each year thereafter unless one Party gives the other written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial or subsequent term.

2.2 Lease Amount. The "Lease Amount" for the Beds shall be as follows: Two Thousand Five Hundred Dollars (\$2,500.00) for the first ten (10) beds per month per bed and One Thousand Six Hundred Sixty Six and 66/100 Dollars (\$1,666.66) for any additional beds per month per bed up to fifteen (15) beds for a total bed lease of twenty five (25) beds. Such amounts shall be paid by Tri-Lakes to Brentwood monthly during the term of this Agreement and any renewal term. In the event all twenty five (25) beds are leased and become operational the Lease Amount will be Fifty Thousand Dollars (\$50,000.00) per month for all beds.

2.2.1 Payment of Lease Amount. Tri-Lakes shall commence payment of the above-stated Lease Amount upon the Effective Date with respect to the initial fifteen (15) beds and on the first day of the month in which any additional beds are licensed by the Department with respect to any additional beds. Subsequent installment payments shall be due and payable on or before the first day of each calendar month during the duration of this Agreement. In the event any amount is not received within ten (10) days after the date on which it is due, the past due amount shall accrue interest at a rate of ten percent (10%) per annum. Such interest shall continue to accrue until the past due balance, including accrued interest, is paid in full.

2.3 Good Faith Valuation of Lease Amount. The Parties agree that the Lease Amount provided above in Section 2.2 is commercially reasonable and has been evaluated in good faith by the Parties to determine the fair market value. However, if any state or federal agency determines that the Lease Amount is not fair market value the parties agree to enter into good faith negotiations to redetermine the Lease Amount and if such negotiations are not successful after the expiration of sixty (60) days this Lease Agreement shall terminate without liability to either party.

2.4 Referrals. The Parties acknowledge and affirm that there have been no other offers or incentives for the referral of patients or the provision of services which may be paid by any federal or state health program as an inducement to enter into the Agreement, except those commercially reasonable agreements otherwise existing between the Parties, if any. Furthermore, the Parties acknowledge that they have not historically been referral sources for one another and do not intend to become referral sources for one another as a result of this Agreement.

Section 3 LICENSES, PERMITS & CONSENTS

3.1 Licenses, Permits, Consents. This Agreement is expressly conditioned upon Tri-Lakes maintaining, and obtaining if necessary under Section 1.2, all appropriate licenses, permits, consents, certificates of need, or other federal or state governmental and regulatory approvals for the acquisition, relocation, set-up and operation of the Beds. Failure by Tri-Lakes to maintain, and obtain and maintain under Section 1.2 if the option is exercised, any of said necessary consents, approvals, certificates of need, and licenses shall cause this Agreement to automatically terminate, and the Beds shall immediately revert to Brentwood.

3.1.1 Reliance by Brentwood. Brentwood hereby expressly states that it is entering into this Agreement based upon representations by Tri-Lakes that it has in fact obtained all such necessary consents, approvals, licenses, and certificates of need, which may be applicable. Brentwood in entering into this Agreement has acted in good faith reliance upon such representations by Tri-Lakes.

3.2 Statutory or Regulatory Violation. In the event any federal or state regulatory agency determines that the lease of the Beds violates any statutory or regulatory provision; or if such determination is reached by any state or federal court of competent jurisdiction or an administrative law judge; or if said lease shall in any manner jeopardize the licensure of such Beds to Brentwood, this Agreement shall automatically terminate, and the Beds shall immediately revert to Brentwood.

Section 4 TERMINATION

4.1 Mutual Agreement. This Agreement may be terminated upon the mutual written agreement of the Parties, at which time Tri-Lakes shall immediately transfer the Beds to Brentwood.

4.2 Termination.

4.2.1 Automatic Termination. This Agreement may be terminated automatically upon the occurrence of any of the following events, at which time Tri-Lakes shall immediately transfer the Beds to Brentwood:

a. Upon a determination by the Department that the Beds may not be transferred to Tri-Lakes;

b. Upon a determination by the Department that the Beds may not be relocated to Tri-Lakes;

c. Failure of Tri-Lakes to maintain, and obtain and maintain if necessary, any required consents, approvals, certificates of need, or licenses necessary to operate the Beds;

d. Upon a determination by any federal or state regulatory agency that the lease of the Beds violates any statutory or regulatory provision or if such determination is reached by any state or federal court of competent jurisdiction or an administrative law judge;

e. Upon a determination by any federal or state regulatory agency or state or federal court of competent jurisdiction or an administrative law judge that the lease of the Beds shall in any manner jeopardize the licensure of such Beds to Brentwood;

f. Upon Tri-Lakes bankruptcy or insolvency;

g. If Tri-Lakes' conduct regarding the operation of its hospital and acute psychiatric facility is determined to be unlawful by a court of competent jurisdiction or a regulatory or governmental agency;

h. Upon the loss or threatened loss of the license to operate the Beds;

i. Upon Tri-Lakes attempted transfer of the Beds to another person or entity without Brentwood's express approval;

j. Upon any actual or attempted entry by Tri-Lakes into an agreement for management of the beds in violation, Section 6.2 herein; or

k. Upon any other event which transfers or attempts to transfer ownership or control of the Beds to any person or entity other than Brentwood without Brentwood's express approval.

4.2.2 Termination for Breach of Agreement. If any term of this Agreement is breached, the non-breaching party shall have the right to terminate the Agreement upon written notice to the breaching party. Said written notice shall document the alleged breach and allow thirty (30) days to cure the alleged breach. If at the end of this thirty (30) day period, the breach has not been cured, the non-breaching party may terminate this Agreement.

4.3 Effect of Termination. Upon termination of this Agreement for whatever reason, the Beds shall revert to Brentwood. Tri-Lakes agrees to fully cooperate with

Brentwood in all matters relating to reversion of the Beds to Brentwood. Upon termination, the provisions of Sections 5.1, 5.2, 5.3 and 8.7, as well as any other provision specifically providing so, shall survive.

Section 5

TRANSFER OF BEDS TO BRENTWOOD

5.1 Transfer & Assignment. Tri-Lakes hereby expressly acknowledges and agrees that upon termination of this Agreement for whatever reason, the Beds shall be immediately transferred to Brentwood, and Tri-Lakes shall retain no interest whatsoever in the Beds.

5.2 Further Actions to Effectuate Reversion. Upon termination of this Agreement, Tri-Lakes agrees to take any actions requested by Brentwood, the Department, or any other governmental or regulatory agency to effectuate the reversion or assignment of the Beds to Brentwood.

5.3 Authorization. Tri-Lakes hereby expressly agrees and acknowledges that the Department or any other governmental or regulatory with authority over the Beds, may rely on this Section 5 as Tri-Lakes' acceptance and approval of the immediate transfer and assignment of the Beds back to Brentwood upon termination of this Agreement for any reason whatsoever. By way of this Section 5.3, the Department or any other governmental or regulatory agency is specifically authorized by Tri-Lakes to assign and transfer the Beds to Brentwood upon notice of the termination of this Agreement without further action by Brentwood or Tri-Lakes.

Section 6

ASSIGNMENT, SUBLEASE, OR MANAGEMENT

6.1 Assignment or Sublease by Tri-Lakes. Tri-Lakes shall not assign this Agreement or sublet the Beds without the prior written consent of Brentwood, which consent may not be unreasonably withheld. However, in the event the proposed assignee is deemed by Brentwood in its sole discretion to be a competitor of Brentwood or affiliated with any entity deemed to be a competitor of Brentwood or its parent corporation, this Lease may not be assigned. Unless otherwise agreed in writing, Tri-Lakes shall remain liable for all obligations under this Agreement regardless of any allowed assignment or sublease of the Beds.

6.2 Management. Tri-Lakes shall not enter into any agreement with any third party for management or other operation of the Beds without the prior written consent of Brentwood, which consent may be given or withheld at the sole discretion of Brentwood.

6.3 Assignment by Brentwood. Brentwood may freely and without the consent of Tri-Lakes transfer or assign its interest in this Agreement and/or the Beds. In the event of such transfer and/or assignment by Brentwood to a person or entity expressly assuming Brentwood's obligations hereunder, Brentwood shall be released from any further

obligations to Tri-Lakes as may be contained in this Agreement. Tri-Lakes agrees to look solely to Brentwood's successor in interest for performance of the obligations contained herein, and Brentwood shall be discharged of any further obligations to Tri-Lakes.

Section 7
INSURANCE & INDEMNITY

7.1 Insurance & Indemnity. Tri-Lakes agrees to maintain appropriate levels of professional property, casualty and general liability insurance covering the Beds and the use thereof and to endorse said policies of insurance to include Brentwood and Psychiatric Solutions, Inc. ("PSI") as additional named insureds thereunder. Tri-Lakes also agrees to indemnify and hold harmless Brentwood and/or PSI from any liability arising out of Tri-Lakes' use and operation of the Beds, including all incidental, consequential, compensatory and punitive damages and all costs and attorneys' fees incurred in connection therewith.

Section 8
MISCELLANEOUS

8.1 Change in Law. If any applicable federal, state or local law or any regulatory or administrative rule changes which materially and adversely affects the manner in which either Party may perform or be compensated for its services related to psychiatric services, the Parties agree to use their best efforts to amend this Agreement to be in compliance with the change. If no agreement is reached within sixty (60) days, the Agreement will terminate. In addition, if any applicable federal, state or local law or any regulatory or administrative rule changes that would allow Brentwood to obtain reimbursement for the leased beds in excess of the Lease Amount, this lease will be amended upon sixty (60) days notice to Tri-Lakes so that the leased beds can be reduced by increments of five (5) beds every six (6) months over a two and one half (2 ½) year period at the option of Brentwood.

8.2 Compliance with Law. The Parties expressly acknowledge that it has been and continues to be their intent to use their best efforts to comply with all federal, state and local laws, rules and regulations. It is not a purpose, nor is it a requirement, of this Agreement or of any other agreement between the Parties, to offer or receive any remuneration or benefit of any nature to solicit, require, induce or encourage the referral of any patient whose payment for services may be made in whole or in part by Medicare or Medicaid.

Furthermore, neither Brentwood nor Tri-Lakes have engaged in any activities which are prohibited under 42 U.S.C. § 1320-7b, or the regulations promulgated thereunder pursuant to such statutes, or related federal, state or local statutes or regulations, or which are prohibited by rules of professional conduct, including, but not limited to, the following: (i) making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment; (ii)

If to Brentwood: Brentwood Behavioral Healthcare of Mississippi
Attn: Mike Carney
3531 Lakeland Drive
Flowood, Mississippi 39232

with copies to: Psychiatric Solutions, Inc.
Attn: Colbey B. Reagan
6640 Carothers Parkway, Suite 500
Franklin, Tennessee 37067

If to Tri-Lakes: Tri-Lakes Medical Center
Attn: Greg Cantrell
303 Medical Center Road
Batesville, Mississippi, 38606

8.6 Binding Effect. The terms, provisions and covenants contained in this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns except as otherwise expressly provided herein.

8.7 Confidentiality. The Parties to this Agreement agree that its terms and provisions are strictly confidential. The Parties further agree that they will not disclose or use such information pertaining to this Agreement to any person or entity except for tax, legal or accounting advisors or as otherwise required by law, without the prior written consent of the non-disclosing Party. This provision shall continue after termination of this Agreement.

8.8 No Waivers of Privilege. No attorney/client, accountant/client, or other legal privilege will be deemed to have been waived by Brentwood or Tri-Lakes by virtue of this Agreement.

8.9 Waiver. A waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of any breach of any other provision.

8.10 Attorneys' Fees & Costs. If an action is commenced to enforce this Agreement or to pursue the rights and remedies of either of the Parties, the prevailing Party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted.

8.11 Language & Construction. The use of one gender shall be deemed to include all genders, and the use of the singular form shall be deemed to include the plural and vice versa, as the context may require. The heading and section titles have been inserted as a matter of convenience and shall not be used to interpret any provision of this Agreement.

8.12 Entire Agreement. This Agreement, together with the Recitals which are hereby incorporated, constitutes the entire agreement between the Parties. contains all of the

agreements among the Parties with respect to the subject matter hereof, and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof.

8.13 Time. Time is of the essence in this Agreement whenever a specific time is provided.

8.14 Counterparts. This Agreement may be executed in multiple counterparts by the Parties, each of which shall be deemed an original of the Agreement and all of which shall constitute but one Agreement.

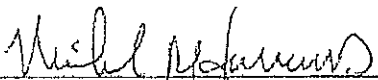
8.15 Intent. Both Parties have read this Agreement in its entirety, understand its contents, have had the opportunity to obtain the advice of counsel as to the meaning and intent of this Agreement, and freely enter into and execute this Agreement, intending to be bound by the provisions herein. It is the intent of the Parties that each word, phrase and sentence herein shall be given its plain meaning, and the rules of interpretation or construction of contracts that would construe any ambiguity of any part hereof against the draftsman, by virtue of being the draftsman, shall not apply.

8.16 Rights & Remedies. The rights and remedies of the Parties are cumulative, and shall include the rights and remedies provided by this Agreement and any other rights and remedies the Parties may have by law, in equity, by statute, by ordinance or otherwise.

8.17 Amendment or Modification. Any amendment or modification to this Agreement shall not be effective until it is made in writing and duly executed by both Parties.

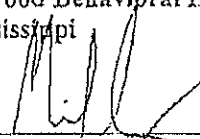
IN WITNESS WHEREOF, the Parties have executed this Restated and Amended Lease Agreement on the date first above-written.

Alliance Health Partners, LLC
d/b/a Tri-Lakes Medical Center


By: Michael Havens, M.D.

Title: Manager

Psychiatric Solutions, Inc. d/b/a
Brentwood Behavioral Healthcare
of Mississippi


By: Michael J. Carney

Title: Chief Executive Officer

STATE OF MISSISSIPPI
COUNTY OF Penola

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this the 5 day of March 2010, within my jurisdiction, the within named Michael Warren who acknowledged that he is a Manager of Alliance Health Partners, LLC d/b/a Tri-Lakes Medical Center, a Mississippi limited liability company, and that for and on behalf of said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Linda J. Odom
Notary Public

My Commission Expires:

Aug. 23, 2012

STATE OF MISSISSIPPI
COUNTY OF Rankin

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this the 25th day of February 2010, within my jurisdiction, the within named Michael Carney who acknowledged that he is the CEO of Psychiatric Solutions, Inc. d/b/a Brentwood Behavioral Healthcare of Mississippi, a MS corporation, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Lisa Presley
Notary Public

My Commission Expires:

August 9, 2013



SECOND AMENDED LEASE AGREEMENT

THIS SECOND AMENDED LEASE AGREEMENT (the "Second Amendment") is made and entered into as of this the 9th day of September 2010, by and between Brentwood Acquisition, Inc. d/b/a Brentwood Behavioral Healthcare of Mississippi, ("Brentwood"), and Alliance Health Partners, LLC d/b/a Tri-Lakes Medical Center ("Tri-Lakes") (collectively the "Parties").

RECITALS

WHEREAS, effective January 1, 2010, the Parties entered into a Restated and Amended Lease Agreement (the "Agreement") which restated the Parties intent to continue to be bound by the lease (originally entered into in 2005 between Physicians and Surgeons and Brentwood) after Alliance Health Partners, LLC's acquisition of the hospital out of bankruptcy;

WHEREAS, along with that restatement, the Parties amended the terms of that original, pre-bankruptcy lease agreement with the Agreement;

WHEREAS, the Agreement contemplated the lease of fifteen (15) adult acute psychiatric beds from Brentwood to Tri-Lakes with the option to lease another ten (10) adult acute psychiatric beds from Brentwood to Tri-Lakes;

WHEREAS, Tri-Lakes has received a Certificate of Need ("CON") to increase the number of adult acute psychiatric beds at its facility by ten (10); and

WHEREAS, Tri-Lakes desires to exercise the option to lease ten (10) additional adult acute psychiatric beds from Brentwood, and Brentwood desires to lease the ten (10) beds to Tri-Lakes on the terms provided herein;

NOW, THEREFORE, in consideration of the mutual covenants provided herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 1.1 is hereby amended to state as follows:

1.1 Conveyance Brentwood hereby leases twenty-five (25) adult acute psychiatric beds (hereinafter the "Beds") to Tri-Lakes, subject to the terms contained in the Agreement unless expressly amended herein. Tri-Lakes hereby accepts the lease of said Beds from Brentwood, subject to the terms contained in the Agreement unless expressly amended herein.

2. Section 1.2 is hereby deleted.

3. Section 1.3 is hereby amended to state as follows:

1.3 Prfor Leases. This Second Amendment supercedes and replaces the terms of the Agreement to the extent specifically provided herein.

4. Section 2.1 is hereby amended to state as follows:

2.1 Term. The term of this Second Amendment shall be for an "Initial Term" of five (5) years, commencing on the date this Second Amendment is executed (the "Effective Date"). The term of the lease may be extended for an additional five (5) years at the option of Tri-Lakes provided that notice of intent to exercise is given 180 days prior to the expiration of the Initial Term. Unless renegotiated by the Parties during the 180 day period, the lease payment for the twenty five (25) beds shall be no more than Fifty-Five Thousand Dollars (\$55,000.00)

5. Section 4.2.3 is hereby added to the agreement:

4.2.3 Termination by Tri-Lakes. In addition to the termination provisions contained above, beginning at the end of the Initial Term Tri-Lakes shall have the right to terminate this Second Amendment, without cause, at the end of any calendar year if it gives written notice of its intent to terminate prior to June 30th.

6. Section 8.12 is hereby amended to state as follows:

8.12 Entire Agreement. This Second Amendment, together with the Recitals which are hereby incorporated, supercedes the Agreement to the extent specifically provided herein and constitutes the entire agreement between the Parties with respect to the subject matter hereof.

7. Terms not otherwise defined herein shall retain the meaning set forth in the Agreement. The Agreement will remain in full force and effect except to the extent it is specifically amended in this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Restated and Amended Lease Agreement on the date first above-written, the Effective Date.

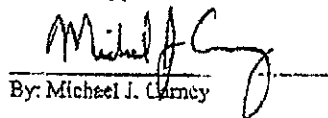
Alliance Health Partners, LLC
d/b/a Tri-Lakes Medical Center



By: Michael Havens, M.D.

Title: Manager

Psychiatric Solutions, Inc. d/b/a
Brentwood Behavioral Healthcare
of Mississippi



By: Michael J. Carney

Title: Chief Executive Officer

STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this the 16 day of September 2010, within my jurisdiction, the within named _____, who acknowledged that he is a Manager of Alliance Health Partners, LLC d/b/a Tri-Lakes Medical Center, a Mississippi limited liability company, and that for and on behalf of said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

My Commission Expires:
November 18, 2012

Traci Thomas
Notary Public

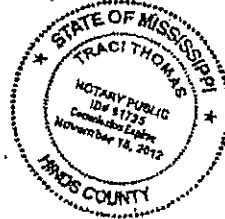


STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this the 16 day of September 2010, within my jurisdiction, the within named _____, who acknowledged that he is the _____ of Psychiatric Solutions, Inc. d/b/a Brentwood Behavioral Healthcare of Mississippi, a _____ corporation, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires:
November 18, 2012

Traci Thomas
Notary Public



THIRD AMENDMENT TO THE LEASE AGREEMENT

This Third Amendment is entered into to be effective as of the 15th day of September, 2015 ("Effective Date"), by and between Tri-Lakes Medical Center ("Tri-Lakes") and Brentwood Acquisition, Inc. d/b/a Brentwood Behavioral Healthcare of Mississippi, a Tennessee corporation ("Brentwood"), and amends the Lease Agreement ("Agreement") entered into between the parties on September 30, 2005, as follows:

- Section 2.1 shall be amended by adding the following language thereto as of the Effective Date as follows:

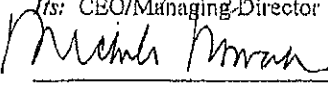
"2.1 Term. The Term of this Third Amendment shall be for an "Initial Term" of three (3) years, commencing on September 15, 2015 and ending on September 14, 2018, with a lease payment of \$55,000.00 per month for twenty-five (25) beds. The Term of the Agreement will automatically renew for an additional four (4) year period thereafter, with a maximum lease payment of \$60,000.00 per month for the twenty-five (25) beds, unless renegotiated by the Parties at least 180 days prior to the expiration of the then-current Term. Notwithstanding anything in this Agreement to the contrary, Tri-Lakes may terminate this Agreement upon 365 days' written notice to Brentwood."

All other terms and conditions of the Agreement shall remain in full force and effect throughout the remaining term of the Agreement. To the extent of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Any manual or handwritten changes made to this Third Amendment by any party hereto will be considered null and void.

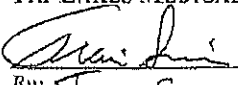
IN WITNESS WHEREOF, the parties have executed this Third Amendment to be made part of the Agreement between the parties as of the date set forth above.

BRENTWOOD ACQUISITION, INC. D/B/A
BRENTWOOD BEHAVIORAL HEALTHCARE
OF MISSISSIPPI

By: 
Its: CEO/Managing Director

By: 
Its: Divisional Vice President

TRI-LAKES MEDICAL CENTER

By: 
Its: TRAVIS SISSON
CEO

Page 1 of 1

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MIDDLE DISTRICT OF TENNESSEE

Claims Register

[3:18-bk-05676 Batesville Regional Medical Center Inc.](#)

Judge: Charles M Walker

Chapter: 11

Office: Nashville

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (6825137)
Brentwood Acquisition, Inc.
d/b/a Brentwood Behavi
c/o Jeremy L. Retherford, Esq.
Balch & Bingham LLP
1901 Sixth Ave N, Suite 1500
Birmingham, AL 35203

Claim No: 43
Original Filed
Date: 01/19/2019
Original Entered
Date: 01/19/2019

Status:
Filed by: CR
Entered by: JEREMY LOWERY
RETFERFORD
Modified:

Amount claimed: \$321136.00

History:

[Details](#) [43-1](#) 01/19/2019 Claim #43 filed by Brentwood Acquisition, Inc. d/b/a Brentwood Behavi, Amount claimed: \$321136.00 (RETFERFORD, JEREMY)

Description:

Remarks:

Claims Register Summary

Case Name: Batesville Regional Medical Center Inc.

Case Number: 3:18-bk-05676

Chapter: 11

Date Filed: 08/24/2018

Total Number Of Claims: 1

Total Amount Claimed*	\$321136.00
Total Amount Allowed*	

*Includes general unsecured claims

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

	Claimed	Allowed
Secured		
Priority		
Administrative		