

## DEBT SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into as of May 1, 2017, among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation ("Creditor"), CURAE HEALTH, INC., a Tennessee nonprofit corporation ("Curae"), AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("Amory"), BATESVILLE REGIONAL MEDICAL CENTER, INC., a Tennessee nonprofit corporation ("Batesville"; Curae, Amory and Batesville are collectively referred to therein as the "Debtor"), and SERVISFIRST BANK, an Alabama state bank ("Lender").

### W I T N E S S E T I I:

WHEREAS, Debtor is and may from time to time hereafter be indebted to Creditor; and

WHEREAS, Debtor desires to obtain loans, extensions of credit or other financial accommodations from Lender; and

WHEREAS, Lender is unwilling to provide such financial accommodations to Debtor unless Creditor and Debtor enter into this Agreement with Lender;

NOW, THEREFORE, for good and valuable consideration and the mutual covenants herein, and to induce Lender to provide financial accommodations to or for the benefit of Debtor, the parties hereto, intending to be legally bound hereby, agree as follows:

I. Definitions.

(a) "**Bankruptcy Code**" means Title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder.

(b) "**Enforcement Action**" means (a) to take from or for the account of Debtor, by set-off or in any other manner, the whole or any part of any moneys or other property which may now or hereafter be owing by Debtor (other than the acceptance of payments on Subordinated Debt permitted pursuant to the terms of this Agreement), (b) to sue for payment of, or to initiate, continue or participate with others in any suit, action or proceeding against Debtor or any of the Collateral to (i) enforce payment of or to collect the whole or any part of the Subordinated Debt or Senior Debt or (ii) commence or continue judicial enforcement of any of the rights and remedies under the Subordinated Note, Senior Debt Documents or applicable law with respect to the Subordinated Debt or Senior Debt, (c) to accelerate the Subordinated Debt or Senior Debt, (d) to exercise any put option or to cause Debtor to honor any redemption or mandatory prepayment obligation under the Subordinated Note or any Senior Debt Document, (e) to notify account debtors or directly collect accounts receivable or other payment rights of Debtor, (f) to deliver or cause to be delivered any notice, claim or demand relating to the Collateral to any Person in the possession or control of any Collateral or acting as bailee, custodian or agent for any holder of a Lien or security interest in respect of any Collateral, (g) to take or cause to be taken any action to retain, or direct or cause Debtor to retain, a restructuring officer, crisis manager or similar Person in respect of Debtor, or (h) take any action (or permit or direct an action be taken) under the provisions of any state or federal law, including, without limitation, the Uniform Commercial Code, or under any contract or agreement, to enforce, foreclose upon, take possession or control of or sell, dispose or otherwise realize upon any property or assets of Debtor.

(c) "**Proceeding**" shall mean any voluntary or involuntary insolvency, bankruptcy, receivership, custodianship, liquidation, dissolution, reorganization, assignment for the benefit of

creditors, appointment of a custodian, receiver, trustee or other officer with similar powers or any other proceeding for the liquidation, dissolution or other winding up of an entity.

(d) “**Senior Debt**” means all loans at any time owed by Debtor to Lender evidenced by and described within that certain Loan Agreement of even date herewith by and among Amory and Batesville, as borrowers, and Curae, as guarantor, and Lender (as such may be amended and/or restated from time to time in accordance with the terms hereof, the “**Senior Loan Agreement**”; capitalized terms not otherwise defined herein shall have such meaning as set forth in the Senior Loan Agreement), whether direct or indirect, absolute or contingent, secured or unsecured, due or to become due, now existing or hereafter arising, including, without limitation, all interest, fees, charges, expenses, costs, indemnities and attorney's fees for which Debtor is now or hereafter becomes liable to pay to Lender under any agreement or by law, provided, however, in no event shall the total amount of the Senior Debt be greater than the Senior Debt Cap.

(e) “**Senior Debt Cap**” shall mean, as of any date of determination, \$28,500,000.

(f) “**Senior Loan Documents**” means the “Loan Documents” as defined in the Senior Loan Agreement.

(g) “**Standstill Commencement Notice**” means a written notice from Creditor to Lender pursuant to which Lender is notified (i) of the occurrence of an event of default under the Subordinated Note, which notice incorporates a reasonably detailed description of such default, and (ii) that Creditor by such notice is commencing a Standstill Period.

(h) “**Standstill Period**” has the meaning set forth in Section 22.

(i) “**Subordinated Debt**” means all loans at any time owed by Debtor to Creditor evidenced by and described within that certain Loan Agreement of even date herewith by and among Amory and Batesville, as borrowers, and Curae, as guarantor, and Creditor (as such may be amended and/or restated from time to time in accordance with the terms hereof, the “**Subordinated Loan Agreement**”), whether direct or indirect, absolute or contingent, secured or unsecured, due or to become due, now existing or hereafter arising, including, without limitation, all interest, fees, charges, expenses, costs, indemnities and attorney's fees for which Debtor is now or hereafter becomes liable to pay to Creditor under any agreement or by law

(j) “**Subordinated Note**” means that certain \$14,200,000 Promissory Note of even date herewith issued by the Debtors to the order of Creditor an executed copy of which is attached hereto as Exhibit A (the “**Subordinated Note**”). The defined term Subordinated Note shall collectively include any and all additional documents executed in connection therewith, including without limitation the Subordinated Loan Agreement.

2. Subordination. Subject to Section 5 hereof, Creditor hereby postpones and subordinates all of the Subordinated Debt to the full and final payment and discharge of all of the Senior Debt. Without limiting the generality of the foregoing, subject to Section 5 hereof, in the event of any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Debtor or the proceeds thereof to creditors of Debtor or upon any indebtedness of Debtor, by reason of the liquidation, dissolution or other winding up of Debtor or Debtor's business, or in the event of any sale, receivership, insolvency or bankruptcy proceeding, or assignment for the benefit of creditors, or any Proceeding by or against Debtor for any relief under any bankruptcy or insolvency law or laws relating to the relief of debtors, readjustment of indebtedness, reorganization, compositions or extensions, then and in any such event any payment or distribution of any kind or character, either in cash, securities or other property, which shall be payable or deliverable upon

or with respect to any of the Subordinated Debt shall be paid or delivered directly to Lender for application to the Senior Debt in accordance with the Senior Loan Agreement (whether or not the same is then due) until all of the Senior Debt has been fully paid and discharged. Debtor's books shall be marked to evidence the subordination of all of the Subordinated Debt to Lender.

3. Warranties and Representations of Debtor and Creditor. Debtor and Creditor each hereby represents and warrants that: (a) neither Debtor nor Creditor has relied nor will rely on any representation or information of any nature made by or received from Lender relative to Debtor in deciding to execute this Agreement; (b) no part of the Subordinated Debt is evidenced by any instrument or writing other than the Subordinated Note (such term including additional loan documents executed in connection therewith); (c) Creditor is the lawful owner of the Subordinated Debt; (d) Creditor has not heretofore assigned or transferred any of the Subordinated Debt or any interest therein; and (e) the Subordinated Note has been marked with a legend stating that it is subject to this Agreement.

4. Negative Covenants. For so long as this Agreement is in effect: (a) Creditor shall not exchange, extend the time of payment of, or set off any part of the Subordinated Debt; (b) Creditor shall not transfer or assign any of the Subordinated Debt to any person, other than to Lender, unless the transferee or assignee thereof first agrees in writing with Lender to be bound by the terms of this Agreement; (c) Debtor and Creditor will not amend, alter or modify any payment provisions, whether in amount, timing or otherwise, of any documents or instruments evidencing or executed in connection with the Subordinated Debt without the prior written consent of Lender; (d) Creditor will not commence or join with any other creditors of Debtor (other than the Lender) in commencing any Proceeding against Debtor; (e) Creditor shall give Lender prompt written notice of any default or event of default under the Subordinated Note; and (f) Debtor may pledge collateral as security for the Subordinated Debt, provided that such pledge shall be second in priority to any pledge of such collateral by Debtor to Lender, and provided that Creditor may enforce rights or remedies in connection with such collateral pledge only as permitted under Section 22 below.

5. Permitted Payments. Notwithstanding anything herein to the contrary, so long as no Event of Default has occurred and is continuing under the Senior Loan Agreement, both before and after giving effect to such payments (including without limitation continued compliance with the minimum Debt Service Coverage Ratio requirement), (a) commencing on August 31, 2017, Debtor may pay and Creditor may accept and retain any regularly scheduled installments of interest due and owing to Creditor from Debtor under the Subordinated Note, and (b) commencing on March 31, 2018, Debtor may pay and Creditor may accept and retain any regularly scheduled installments of principal due and owing to Creditor from Debtor under the Subordinated Note in accordance with its present tenor, but without prepayment or payment upon acceleration. During the occurrence and continuation of any such Event of Default (whether or not Lender shall accelerate the maturity or demand payment of any of the Senior Debt in consequence thereof), Debtor shall not make, and Creditor shall not request, demand or accept, any payment on account of the Subordinated Debt, except to the extent expressly authorized by Lender. Any payment received by Creditor or paid by Debtor after the occurrence and the continuation of an Event of Default, with respect to the Senior Debt shall be turned over to Lender in accordance with Section 6 hereof, regardless of whether or not Creditor had notice or knowledge of such default. Notwithstanding anything herein to the contrary, interest shall accrue on the Subordinated Debt in accordance with the terms of the Subordinated Note, including without limitation any default rate of interest in accordance with the terms of the Subordinated Note.

6. Turnover of Prohibited Transfers. Subject to Section 5 hereof, if any payment, distribution or security or the proceeds thereof are received by Creditor on account of or with respect to the Subordinated Debt, Creditor shall promptly deliver same to Lender in the form received (except for the addition of any endorsement or assignment necessary to effect a transfer of all rights therein to Lender) for application to the Senior Debt. Lender is irrevocably authorized to supply any required

endorsement or assignment which may have been omitted. Until so delivered any such payment, distribution or security shall be held by Creditor in trust for Lender.

7. Waivers. If Creditor is or becomes indebted to Debtor in any respect, whether now or in the future, then Creditor shall not offset its indebtedness to Debtor against any Subordinated Debt unless and until the Senior Debt is paid and satisfied in full. Debtor and Creditor each hereby waives any defense based on the adequacy of a remedy at law which might be asserted as a bar to the remedy of specific performance of this Agreement in any action brought therefor by Lender. To the fullest extent permitted by law, Debtor and Creditor each hereby further waives: presentment, demand, protest, notice of default or dishonor, notice of payment or nonpayment and any and all other notices and demands of any kind in connection with all negotiable instruments evidencing all or any portion of the Senior Debt or the Subordinated Debt to which Debtor or Creditor may be a party; the right to require Lender to marshal any securities, or to enforce any security interest or lien Lender may now or hereafter have in any collateral securing the Senior Debt or to pursue any claim it may have against any guarantor of the Senior Debt, as a condition to Lender's entitlement to receive any payment on account of the Subordinated Debt; notice of the acceptance of this Agreement by Lender; notice of any loans made, extensions granted or other action taken in reliance hereon; and all other demands and notices of every kind in connection with this Agreement, the Senior Debt or the Subordinated Debt. Creditor assents to any release, renewal, extension, compromise or postponement of the time of payment to the Senior Debt, to any substitution, exchange or release of collateral therefor and to the addition or release of any person primarily or secondarily liable thereon. Creditor hereby acknowledges the validity and enforceability of the documents now or hereafter evidencing or securing any of the Senior Debt, and agrees not to take any action in any court to challenge such validity or enforceability.

8. Validity of Subordinated and Senior Debt. The provisions of this Agreement subordinating the Subordinated Debt are solely for the purpose of defining the relative rights of Lender and Creditor and shall not impair, as between Creditor and Debtor or between Lender and Debtor, the obligations of Debtor, which are unconditional and absolute, to pay the Subordinated Debt and the Senior Debt, respectively, in accordance with their terms subject to the provisions of this Agreement.

9. Indulgences Not Waivers. Neither the failure nor any delay on the part of Lender to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof or give rise to an estoppel, nor be construed as an agreement to modify the terms of this Agreement, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver by a party hereunder shall be effective unless it is in writing and signed by the party making such waiver, and then only to the extent specifically stated in such writing.

10. Duration. This Agreement shall become effective when executed by Debtor and Creditor and accepted by Lender in Nashville, Tennessee, and, when so accepted, shall constitute a continuing agreement of subordination, and shall remain in effect until all of the Senior Debt has been paid in full and Lender has no obligation to extend any additional credit under the Senior Debt Documents. Lender may, subject to the terms hereof including without limitation the Senior Debt Cap above, without notice to Creditor, extend or continue credit and make other financial accommodations to or for the account of Debtor in reliance upon this Agreement. If, in the context of any bankruptcy case, Lender is required to or agrees to disgorge any payments received by Lender on account of the Senior Debt, the transfer of which is challenged as avoidable by a trustee or debtor-in-possession, such amount shall be deemed not to be paid to Lender and this Agreement shall remain in effect with respect to any such disgorged payments.

11. Default and Enforcement. If any representation or warranty in this Agreement or in any instrument evidencing or securing the Senior Debt proves to have been materially false when made, or, in the event of a breach by either the Debtor or Creditor in the performance of any of the terms of this

Agreement or any instrument or agreement evidencing or securing the Senior Debt, all of the Senior Debt shall, at the option of Lender, become immediately due and payable without presentment, demand, protest, or notice of any kind, notwithstanding any time or credit otherwise allowed. If at any time Creditor fails to comply with any provision of this Agreement that is applicable to Creditor, Lender may demand specific performance of this Agreement, whether or not Debtor has complied with this Agreement, and may exercise any other remedy available at law or equity. Without limiting the generality of the foregoing, if Creditor, in violation of this Agreement, shall institute or participate in any action, suit or proceeding against Debtor, Debtor may interpose as a defense or dilatory plea this Agreement and Lender is irrevocably authorized to intervene and to interpose such defense or plea in Debtor's name.

12. Litigation. In the event of any litigation with respect to any matter concerned with this Agreement or the Senior Debt, Debtor hereby waives all rights of setoff, crossclaim and counterclaim of any nature. Creditor and Debtor each hereby irrevocably consents to the jurisdiction of the Courts of the State of Tennessee and of any Federal court located in the State of Tennessee, in connection with any action or proceeding arising out of or relating to any or all of the Senior Debt, any documents or instruments delivered with respect to any of the Senior Debt and/or this Agreement. The exclusive choice of forum set forth herein shall not be deemed to preclude the enforcement of any judgment obtained in such forum or the taking of any action under this Agreement to enforce the same in any appropriate jurisdiction.

13. 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:

If to Lender:	ServisFirst Bank Palmer Plaza 1801 West End Avenue, Suite 850 Nashville, TN 37203 Attn: Bill Berrell
If to Creditor:	CHS/Community Health Systems, Inc. 4000 Meridian Boulevard Franklin, TN 37067 Attn: Senior Vice President – Development
If to Debtor:	Curae Health, Inc. 121 Leinart Street Clinton, TN 37716 Attn: Stephen N. Clapp
With copy to:	Egerton, McAfee, Armistead & Davis, P.C. 900 S. Gay Street, Suite 1400 Knoxville, TN 37902 Attn: William Kittrell

14. Lender's Duties Limited. The rights granted to Lender in this Agreement are solely for its protection and nothing herein contained imposes on Lender any duties with respect to any property of Debtor or hereafter received by Lender beyond reasonable care in the custody and preservation of such property while in Lender's possession. Lender has no duty to preserve rights against prior parties on any instrument or chattel paper received from Debtor or on behalf of Debtor as collateral security for the Senior Debt or any portion thereof.

15. Entire Agreement. This Agreement constitutes and expresses the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, whether express or implied, oral or written. Neither this Agreement nor any portion or provision hereof may be changed, waived or amended orally or in any manner other than by an agreement in writing signed by Lender, Debtor and Creditor. None of the parties hereto are entering into this Agreement in reliance on any oral or other representations made by other parties or other persons.

16. Additional Documentation. Debtor and Creditor shall execute and deliver to Lender such further instruments and shall take such further action as Lender may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement.

17. Expenses. Debtor agrees to pay Lender on demand all expenses of every kind, including reasonable attorneys' fees, that Lender may incur in enforcing or protecting any of Lender's rights under this Agreement.

18. Successors and Assigns. This Agreement shall inure to the benefit of Lender, its successors and assigns, including without limitation any financial institutions participating with Lender or as Lender's successor in connection with the Senior Debt, and shall be binding upon both Debtor and Creditor and their respective heirs, executors, successors and assigns.

19. Defects Waived. This Agreement is effective notwithstanding any defect in the validity or enforceability of any instrument or document at any time evidencing or securing the whole or any part of the Senior Debt.

20. Governing Law. The validity, construction and enforcement of this Agreement shall be governed by the internal laws of the State of Tennessee.

21. Severability. The provisions of this Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, it is the intent of the parties that such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, and that this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

22. Subordinated Debt Enforcement Standstill.

(a) .Until the Senior Debt is indefeasibly paid in full, and all commitments to lend or otherwise extend credit under the Senior Debt Documents shall be irrevocably terminated in writing, Creditor shall not, without the prior written consent of Lender, take any Enforcement Action with respect to the Subordinated Debt until the passage of 365 days from the date of receipt by Lender of a Standstill Commencement Notice (the "Standstill Period") and after Lender's receipt of written notice of Creditor's intention to take any such Enforcement Action after expiration of the Standstill Period (which written notice may be issued during the Standstill Period), if any default under the Subordinated Debt described therein shall not have been cured or waived within such period; provided, that notwithstanding anything herein to the contrary, in no event shall Creditor take any Enforcement Action with respect to any Lien held by it under the

Subordinated Note or otherwise if, notwithstanding the expiration of the Standstill Period, Lender shall have commenced and is diligently pursuing Enforcement Action with respect to all or substantially all of the Collateral (prompt notice of such exercise to be given to Creditor by Lender).

(b) Notwithstanding the foregoing, Creditor may at any time: (i) give Debtor notice of any default under the Subordinated Debt, (ii) file a claim or statement of interest with respect to the Subordinated Debt in any Proceeding commenced by or against Debtor; (iii) file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any person objecting to or otherwise seeking the disallowance of the claims of Creditor, including any claims secured by the Collateral, if any, in each case, in accordance with the terms of this Agreement; (iv) take any action (not adverse to the priority, status, extent or enforceability of the Liens on the Collateral securing the Senior Debt, or the rights of Lender to exercise remedies in respect thereof) in order to create, perfect, preserve or protect its Lien on the Collateral, and (v) seek specific enforcement of inspection rights, without seeking monetary recovery of any kind.

(c) Further notwithstanding the foregoing, provided that such action(s) are not adverse to the interests of Lender, as determined by Lender in its reasonable discretion, Creditor may (i) declare or join in the declaration of the Subordinated Debt to be due and payable or otherwise accelerate the maturity of the principal of the Subordinated Debt, accrued interest thereon, prepayment premium or other amounts due thereunder; (ii) vote on any plan of reorganization, make other filings and make any arguments and motions that are, in each case, in accordance with applicable law and not inconsistent the terms of this Agreement; (iii) unless objected to by Lender, and subject to, exercise any of its rights or remedies with respect to the Collateral during a Proceeding; and (iv) file any pleadings, objections, motions or agreements which assert rights or interests available to unsecured creditors of the Debtor arising under any Proceeding, the Bankruptcy Code or applicable non-bankruptcy law, so long as such actions are not adverse to and would not conflict with this Agreement; provided that in the event that Creditor becomes a judgment Lien creditor in respect of Collateral as a result of its enforcement of its rights as an unsecured creditor with respect to the Subordinated Debt, such judgment Lien shall be subject to the terms of this Agreement for all purposes (including without limitation in relation to the Senior Debt) as the other Liens securing the Subordinated Debt are subject to this Agreement.

23. Right to Purchase Senior Debt.

(a) If the Senior Debt has been accelerated by Lender, or any Enforcement Action has been commenced by Lender and is continuing under the Senior Debt Documents (each of the foregoing, a "Purchase Option Event"), upon ten (10) Business Days prior written notice by Creditor to Lender, which notice shall be provided no later than sixty (60) days after the first Purchase Option Event to occur and which notice shall be, and shall provide that it is, irrevocable (the "Purchase Notice"), Creditor shall have the right to purchase (the "Loan Purchase"), in whole but not in part, the Senior Debt as provided herein. On the date that is specified in the Purchase Notice, which shall not be less than five (5) Business Days nor more than fifteen (15) calendar days after receipt by Lender of the Purchase Notice (the "Purchase Date"), Creditor shall purchase from Lender all of the Senior Debt for a purchase price in cash in immediately available funds equal to the Loan Purchase Price. For purposes of this Agreement, "Loan Purchase Price" shall equal the outstanding amount of the Senior Debt, taking into account the Senior Debt Cap and including, without limitation, outstanding principal, interest (including default interest) and fees, along with any expenses incurred in connection with any Enforcement Action, including reasonable attorneys' fees.

(b) The Loan Purchase shall be consummated pursuant to documentation mutually acceptable to the parties and shall contain such provisions as are customary in such documents. Concurrently with payment to an account or accounts designated by Lender, by wire transfer of immediately available funds, of the Loan Purchase Price, Lender shall, at the sole cost and expense of Creditor, (i) deliver or cause to be delivered to Creditor, all Senior Debt Documents, as amended and supplemented, then held by or on behalf of Lender, (ii) execute in favor of Creditor or its designee, assignment documentation, in form and substance reasonably acceptable to Creditor and Lender, to assign the Senior Debt, the Collateral and the rights of Lender under the Senior Debt Documents (but without recourse and without representations or warranties of any kind by Lender, except for representations as to title thereto free and clear of Liens, as to the outstanding balance of the Senior Debt and as to Lender not having released, assigned or encumbered any rights in the Collateral or the Senior Debt Documents), (iii) take such actions as reasonably may be requested by Creditor to substitute Creditor and its counsel in any Enforcement Action being prosecuted by Lender.

(c) Lender shall notify Creditor in writing following the occurrence of each Purchase Option Event.

(d) Nothing in this Section shall affect or otherwise restrict any of the rights or remedies of Lender including, without limitation, any rights to commence, continue or prosecute any Enforcement Action related to, or accelerate, the Senior Debt, provided that Lender, to the extent they may do so without prejudice to the rights of the holders of the Senior Debt, shall suspend the prosecution of any Enforcement Action during the period following their receipt of a Purchase Notice through the Purchase Date.

[signatures commence on next page]



ENTERED INTO as of date first above written.

**LENDER:**

SERVISFIRST BANK

By: 

Title: SUP, Director Healthcare Bankings

**DEBTOR:**

CURAE HEALTH, INC.

By: 

Title: President

AMORY REGIONAL MEDICAL CENTER,  
INC.

By: 

Title: President

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

By: 

Title: President

**CREDITOR:**

CHS/COMMUNITY HEALTH SYSTEMS,  
INC.

By: 

Title: Terry H. Hendon  
Vice President

[Signature Page to Debt Subordination Agreement]

**EXHIBIT A**

**Subordinated Note**

See attached.

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.

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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]

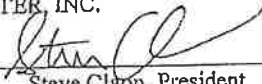
ENTERED INTO as of the date first above written.

BORROWERS:

AMORY REGIONAL MEDICAL  
CENTER, INC.

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

BATESVILLE REGIONAL MEDICAL  
CENTER, INC.

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

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