

**Schedule 4.4(a)**  
**Encumbrances**

1. Lien created pursuant to that certain Master Equipment Lease Agreement #18-106 by and between Curae Health, Inc. and International Financial Services Corporation, dated January 16, 2018.
2. Lien created pursuant to that certain Master Lease Agreement by and between VAR Technology Finance and Amory Regional Medical Center, Inc.
3. Liens created pursuant to Canon Capital Lease Agreement.
4. *See also* attached UCCs.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

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

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

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

**All Assets of Debtor.**

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

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

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA:

**020304-302454 filed with the TN SOS**

90478-0773 01/11/2018 1:54 PM Received by Tennessee Secretary of State Tre Hargett

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
1405 76168 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In: Tennessee (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
427961156 12/14/2017

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

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

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

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

5. ☐ **PARTY INFORMATION CHANGE:**  
Check one of these two boxes:  
This Change affects ☐ Debtor or ☐ Secured Party of record  
**AND** Check one of these three boxes to:  
☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c  
☐ ADD name: Complete item 7a or 7b, and item 7c  
☐ DELETE name: Give record name to be deleted in item 6a or 6b

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

6a. ORGANIZATION'S NAME MidCap Financial Trust, as Agent

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME MidCap Funding IV Trust, as Agent

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS 7255 Woodmont Avenue, Suite 200*	CITY Bethesda	STATE MD	POSTAL CODE 20814	COUNTRY USA
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8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral  
Indicate collateral:

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

9a. ORGANIZATION'S NAME MidCap Financial Trust, as Agent

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

B0478-0774 01/11/2018 1:54 PM Received by Tennessee Secretary of State The Hargett

# UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
427961156 12/14/2017

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

OR	12a. ORGANIZATION'S NAME MidCap Financial Trust, as Agent	
	12b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

OR	13a. ORGANIZATION'S NAME Amory Regional Medical Center, Inc.			
	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:  
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17  
(if Debtor does not have a record interest):

17. Description of real estate:



# UCC FINANCING STATEMENT

## FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (Optional)
B. EMAIL CONTACT AT FILER (Optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px;"> Mary Ward  Bradley Arant Boult Cummings LP  1600 Division Street, Suite 700  Nashville, TN 37203 </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

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

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

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

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

Maximum principal indebtedness for Tennessee recording tax purposes is \$<sup>0</sup>

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

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

- 6b. Check only if applicable and check only one box:  
☐ Agricultural Lien ☐ Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA:

NOTE: All information on this form is public record.

UCC FINANCING STATEMENT (TN FORM UCC1) (REV. 12/1/2016)

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

**PARCEL 2**

**Tract I: Main Facility**

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

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

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

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

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

**FOR INFORMATION ONLY**

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

Less and except:

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

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



**UCC Officer Correction Statement**

**STATE OF TENNESSEE**  
**Tre Hargett, Secretary of State**  
Division of Business Services

**File Number to Correct:** 426792998

**DLN of Original Document:** B0386-5003

**Field to Correct:** Debtor Name

**Changed from:** Amory Regional Medical Center, Inc.

**Changed to:** Amory Regional Medical Center, Inc.

**Submitted by:** mk (initials) **Date:** 5.16.17

**Corrected by:** mk (initials) **Date:** 5.16.17

**Verified by:** \_\_\_\_\_ (initials) **Date:** \_\_\_\_\_



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

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

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

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

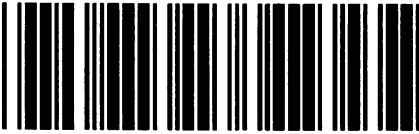
**All Assets of Debtor.**

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

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

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

International Association of Commercial Administrators (IACA)



427316814

**FINANCING STATEMENT**

This is a representation of a document created electronically at the Tennessee Secretary of State's web site.

A. NAME & PHONE OF CONTACT AT FILER (Optional) CSC (800)858-5294
B. EMAIL OF CONTACT AT FILER (Optional) FilingDept@cscinfo.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CORPORATION SERVICE COMPANY 801 ADLAI STEVENSON DRIVE SPRINGFIELD, IL 62703

Financing Statement Doc #: 427316814

FILED: 8/7/2017 2:47 PM

Tre Hargett, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**DEBTORS**

1. DEBTOR'S NAME				
OR	a. ORGANIZATION'S NAME AMORY REGIONAL MEDICAL CENTER, INC.			
	b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
c. MAILING ADDRESS 1721 MIDPARK RD				
d. CITY	STATE	POSTAL CODE	COUNTRY	
KNOXVILLE	TN	37921	USA	

**SECURED PARTIES**

1. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY)				
OR	a. ORGANIZATION'S NAME SIEMENS FINANCIAL SERVICES, INC.			
	b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
c. MAILING ADDRESS 170 WOOD AVENUE SOUTH				
d. CITY	STATE	POSTAL CODE	COUNTRY	
ISELIN	NJ	08830	USA	

COLLATERAL: This financing statement covers the following collateral:

Maximum principal indebtedness for Tennessee recording tax purposes is \$7,739.75.

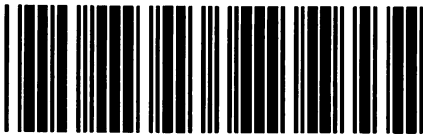
The property covered under Leasing Schedule # 22244-30448 between Debtor and Secured Party, including the Equipment described below (or on Schedule A attached hereto), together with all accessions, attachments, replacements, substitutions, modifications and additions thereto (including all Debtor's rights in all licenses of all software related to any of the foregoing), now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds).

## Equipment description:

ONE (1) ADVIA CENTAUR CP  
1 7" MOBILE TABLE/WORKBENCH  
1 STRATUS CS  
1 STRATUS UPS

Maximum principal indebtedness for Tennessee recording tax purposes is:

\$7,739.75



# FINANCING STATEMENT

A. NAME & PHONE OF CONTACT AT FILER (Optional) CSC (800)858-5294
B. EMAIL OF CONTACT AT FILER (Optional) FilingDept@cscinfo.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CORPORATION SERVICE COMPANY 801 ADLAI STEVENSON DRIVE SPRINGFIELD, IL 62703

This is a representation of a document created electronically at the Tennessee Secretary of State's web site.

Financing Statement Doc #: 427316814

FILED: 8/7/2017 2:47 PM

Tre Hargett, Secretary of State

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Check only if applicable and check only one box: Collateral is ☐ held in a Trust  
☐ being administered by a Decedent's Personal Representative

Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

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

OPTIONAL FILER REFERENCE DATA:

:221-148 TOI K Brackbill/GdJ 08/07/17 [134666799]

NOTE: All information on this form is public record.

B0423-8335 08/07/2017 2:47 PM Received by Tennessee Secretary of State Tre Hargett

427316821

**FINANCING STATEMENT**

A. NAME & PHONE OF CONTACT AT FILER (Optional) CSC (800)858-5294
B. EMAIL OF CONTACT AT FILER (Optional) FilingDept@cscinfo.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CORPORATION SERVICE COMPANY 801 ADLAI STEVENSON DRIVE SPRINGFIELD, IL 62703

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the Tennessee Secretary of State's web site.

Financing Statement Doc #: 427316821

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Tre Hargett, Secretary of State

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**DEBTORS****1. DEBTOR'S NAME**

a. ORGANIZATION'S NAME  
AMORY REGIONAL MEDICAL CENTER, INC.

OR b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

**c. MAILING ADDRESS**

1721 MIDPARK RD

**d. CITY**

KNOXVILLE

**STATE**

TN

**POSTAL CODE**

37921

**COUNTRY**

USA

**SECURED PARTIES****1. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY)**

a. ORGANIZATION'S NAME  
SIEMENS FINANCIAL SERVICES, INC.

OR b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

**c. MAILING ADDRESS**

170 WOOD AVE SOUTH

**d. CITY**

ISELIN

**STATE**

NJ

**POSTAL CODE**

08830

**COUNTRY**

USA

**COLLATERAL:** This financing statement covers the following collateral:

Maximum principal indebtedness for Tennessee recording tax purposes is \$24,382.20.

The property covered under Leasing Schedule # 24203-33060 between Debtor and Secured Party, including the Equipment described below (or on Schedule A attached hereto), together with all accessions, attachments, replacements, substitutions, modifications and additions thereto (including all Debtor's rights in all licenses of all software related to any of the foregoing), now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds). Equipment description: Modularis Uro II

Maximum principal indebtedness for Tennessee recording tax purposes is:

\$24,382.20

Check only if applicable and check only one box: Collateral is

☐ held in a Trust☐ being administered by a Decedent's Personal Representative

Check only if applicable and check only one box:

☐ Public-Finance Transaction☐ Manufactured-Home Transaction☐ A Debtor is a Transmitting Utility

Check only if applicable and check only one box:

☐ Agricultural Lien☐ Non-UCC Filing

ALTERNATIVE DESIGNATION (if applicable):

☐ Lessee/Lessor☐ Consignee/Consignor☐ Seller/Buyer☐ Bailee/Bailor☐ Licensee/Licensor

OPTIONAL FILER REFERENCE DATA:

:104-2 TOI K Brackbill/GdJ 08/07/17 [134667387]

NOTE: All information on this form is public record.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

File Number: 20120729223A  
Date Filed: 6/14/2012 10:03:50 AMC. Delbert Hosemann, Jr.  
Secretary of State

A. NAME & PHONE OF CONTACT AT FILER [optional] CSC	
B. EMAIL CONTACT AT FILER [optional] FilingDept@CSCinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  Corporation Service Company  801 Adlai Stevenson Drive  Springfield IL 62703	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME** - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Amory HMA LLC					
OR	1b. INDIVIDUAL'S LAST NAME (i.e. FAMILY NAME or SURNAME)		FIRST GIVEN NAME	SECOND GIVEN NAME	SUFFIX
1c. MAILING ADDRESS 5811 Pelican Bay Boulevard		CITY Naples	STATE FL	POSTAL CODE 34108	COUNTRY USA
1d. Check only if applicable and check only one box: <input type="checkbox"/> Debtor is a Trust <input type="checkbox"/> Debtor is a Trustee acting with respect to property held in trust <input type="checkbox"/> Debtor is a Decedent's Estate					

**2. DEBTOR'S EXACT FULL LEGAL NAME** - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME (i.e. FAMILY NAME or SURNAME)		FIRST GIVEN NAME	SECOND GIVEN NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. Check only if applicable and check only one box: <input type="checkbox"/> Debtor is a Trust <input type="checkbox"/> Debtor is a Trustee acting with respect to property held in trust <input type="checkbox"/> Debtor is a Decedent's Estate					

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR/S/P)** - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME SIEMENS FINANCIAL SERVICES, INC.					
OR	3b. INDIVIDUAL'S LAST NAME (i.e. FAMILY NAME or SURNAME)		FIRST GIVEN NAME	SECOND GIVEN NAME	SUFFIX
3c. MAILING ADDRESS 170 WOOD AVENUE SOUTH		CITY ISELIN	STATE NJ	POSTAL CODE 08830	COUNTRY USA

**4. This FINANCING STATEMENT covers the following collateral:**

The property covered under Leasing Schedule # 22244-30448 between Debtor and Secured Party, including the Equipment described below (or on Schedule A attached hereto), together with all accessions, attachments, replacements, substitutions, modifications and additions thereto (including all Debtor's rights in all licenses of all software related to any of the foregoing), now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds). Equipment description: ONE (1) ADVIA CENTAUR CP1 7" MOBILE TABLE/WORKBENCH1 STRATUS CS1 STRATUS UPS

5a. Check only if applicable and check only one box: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured Home Transaction <input type="checkbox"/> A Debtor is a TRANSMITTING UTILITY			5b. Check only if applicable and check only one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing		
6. ALTERNATIVE DESIGNATION. Check only if applicable and check only one box: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER					
7. OPTIONAL FILER REFERENCE DATA					

170057942

File Number: 20172209545B

Date Filed: 2/14/2017 11:26:26 PM

C. Delbert Hosemann, Jr.

Secretary of State

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Corporation Service Company</b> (800)858-5294	
B. EMAIL CONTACT AT FILER (optional) <b>FilingDept@CSCinfo.com</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Corporation Service Company</b> <b>801 Adlai Stevenson Drive</b> <b>Springfield, IL 62703</b>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER <b>20120729223A</b>		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS From <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13	
2. <input type="checkbox"/> TERMINATION Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> ASSIGNMENT (full or partial) Provide name of Assignee in item 7a or 7b <u>and</u> address of Assignee in item 7c <u>and</u> name of Assignor in item 9 For partial assignment complete items 7 and 9 and also indicate affected collateral in item 8			
4. <input checked="" type="checkbox"/> CONTINUATION Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
5. <input type="checkbox"/> PARTY INFORMATION CHANGE Check <u>one</u> of these two boxes This Change affects <input type="checkbox"/> Debtor <input type="checkbox"/> Secured Party of record <u>AND</u> Check <u>one</u> of these three boxes to <input type="checkbox"/> CHANGE name and/or address. Complete item 6a or 6b <u>and</u> item 7a or 7b <u>and</u> item 7c <input type="checkbox"/> ADD name. Complete item 7a or 7b <u>and</u> item 7c <input type="checkbox"/> DELETE name. Give record name to be referred in item 6a or 6b			
6. CURRENT RECORD INFORMATION: Complete for Party information Change provide only <u>one</u> name (6a or 6b)			
6a. ORGANIZATION'S NAME OR <b>Amory HMA LLC</b>			
6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete to Assignment or Party information Change provide only <u>one</u> name (7a or 7b) (use exact full name or modify appropriate any part of the Debtors name)			
7a. ORGANIZATION'S NAME OR 7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			
SUFFIX			
7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
COUNTRY			
8. <input type="checkbox"/> COLLATERAL CHANGE: <u>Also</u> check <u>one</u> of these four boxes <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral indicate collateral			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor if this is an Assignment) if this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide the name of authorizing Debtor			
9a. ORGANIZATION NAME OR <b>SIEMENS FINANCIAL SERVICES, INC.</b>			
9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
10. OPTIONAL FILER REFERENCE DATA <b>22244-30448 [127488175]</b>			

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC3)(Rev 04/20/11)

1780333603

File Number: 20172357964B

Date Filed: 8/7/2017 2:42:46 PM

C. Delbert Hosemann, Jr.

Secretary of State

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Corporation Service Company</b> (800)858-5294	
B. EMAIL CONTACT AT FILER (optional) <b>FilingDept@CSCinfo.com</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703</b>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER: <b>20120729223A</b>		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS From <u>attach</u> Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13	
2. <input type="checkbox"/> TERMINATION Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> ASSIGNMENT (full or partial) Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9 For partial assignment complete items 7 and 9 and also indicate affected collateral in item 8			
4. <input type="checkbox"/> CONTINUATION Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
5. <input checked="" type="checkbox"/> PARTY INFORMATION CHANGE Check <u>one</u> of these two boxes This Change affects <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> Secured Party of record AND Check <u>one</u> of these three boxes to <input type="checkbox"/> CHANGE name and/or address. Complete item 6a or 6b and item 7a or 7b and item 7c <input checked="" type="checkbox"/> ADD name Complete item 7a or 7b and item 7c <input type="checkbox"/> DELETE name Give record name to be referred in item 6a or 6b			
6. CURRENT RECORD INFORMATION Complete for Party information Change provide only <u>one</u> name (6a or 6b)			
6a. ORGANIZATION'S NAME OR <b>Amory HMA LLC</b>			
6b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX
7. CHANGED OR ADDED INFORMATION Complete to Assignment or Party information Change provide only <u>one</u> name (7a or 7b) (use exact full name or modify appropriate any part of the Debtors name)			
7a. ORGANIZATION'S NAME OR <b>Amory Regional Medical Center, Inc.</b>			
7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			
SUFFIX			
7c. MAILING ADDRESS <b>1721 MIDPARK RD</b>		CITY <b>KNOXVILLE</b>	STATE <b>TN</b>
		POSTAL CODE <b>37921</b>	COUNTRY <b>USA</b>
8. <input type="checkbox"/> COLLATERAL CHANGE: Also check <u>one</u> of these four boxes <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral indicate collateral			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor if this is an Assignment) if this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide the name of authorizing Debtor			
9a. ORGANIZATION NAME OR <b>SIEMENS FINANCIAL SERVICES, INC.</b>			
9b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX
10. OPTIONAL FILER REFERENCE DATA <b>Debtor: Amory HMA LLC-221-148 TOI K Brackbill/GdJ 08/07/17 [134666260]</b>			

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC3)(Rev 04/20/11)

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

File Number: 20120871460A

Date Filed: 11/19/2012 4:21:22 PM

C. Delbert Hosemann, Jr.

Secretary of State

A. NAME & PHONE OF CONTACT AT FILER (optional)	
CSC	(800)858-5294
B. EMAIL CONTACT AT FILER (optional)	
FilingDept@CSCinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Corporation Service Company	
801 Adlai Stevenson Drive	
Springfield	IL 62703

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME** - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Amory HMA LLC

OR 1b. INDIVIDUAL'S LAST NAME (i.e. FAMILY NAME or SURNAME)	FIRST GIVEN NAME	SECOND GIVEN NAME	SUFFIX
5811 Pelican Bay Blvd	Naples	FL	34108 USA

1d. Check only if applicable and check only one box: ☐ Debtor is a Trust ☐ Debtor is a Trustee acting with respect to property held in trust ☐ Debtor is a Decedent's Estate**2. DEBTOR'S EXACT FULL LEGAL NAME** - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME (i.e. FAMILY NAME or SURNAME)	FIRST GIVEN NAME	SECOND GIVEN NAME	SUFFIX

2c. Check only if applicable and check only one box: ☐ Debtor is a Trust ☐ Debtor is a Trustee acting with respect to property held in trust ☐ Debtor is a Decedent's Estate**3. SECURED PARTY'S NAME** (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Siemens Financial Services, Inc.

OR 3b. INDIVIDUAL'S LAST NAME (i.e. FAMILY NAME or SURNAME)	FIRST GIVEN NAME	SECOND GIVEN NAME	SUFFIX
170 Wood Ave. South	Iselin	NJ	08830 USA

4. This FINANCING STATEMENT covers the following collateral:

The property covered under Leasing Schedule # 24203-33060 between Debtor and Secured Party, including the Equipment described below (or

5a. Check only if applicable and check only one box:		5b. Check only if applicable and check only one box:	
<input type="checkbox"/> Public Finance Transaction	<input type="checkbox"/> Manufactured Home Transaction	<input type="checkbox"/> A Debtor is a TRANSMITTING UTILITY	<input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
6. ALTERNATIVE DESIGNATION. Check only if applicable and check only one box:		6. ALTERNATIVE DESIGNATION. Check only if applicable and check only one box:	
<input type="checkbox"/> LESSOR/LESSOR		<input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAIER/BAILOR <input type="checkbox"/> SELLER/BUYER	
7. OPTIONAL FILER REFERENCE DATA			
22354172545681 24203-CUC-1 [71393956]			

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT (FORM UCC-1) (REV. DRAFT 05/21/09)



170308676

File Number: 20172344545B

Date Filed: 7/23/2017 11:35:46 PM

C. Delbert Hosemann, Jr.

Secretary of State

UCC FINANCING STATEMENT AMENDMENT  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Corporation Service Company</b> (800)858-5294	
B. EMAIL CONTACT AT FILER (optional) <b>FilingDept@CSCinfo.com</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Corporation Service Company</b> <b>801 Adlai Stevenson Drive</b> <b>Springfield, IL 62703</b>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER: <b>20120871460A</b>		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS From attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13	
2. <input type="checkbox"/> TERMINATION Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> ASSIGNMENT (full or partial) Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9 For partial assignment complete items 7 and 9 and also indicate affected collateral in item 8			
4. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
5. <input type="checkbox"/> PARTY INFORMATION CHANGE Check <u>one</u> of these two boxes This Change affects <input type="checkbox"/> Debtor <input type="checkbox"/> Secured Party of record AND Check <u>one</u> of these three boxes to: <input type="checkbox"/> CHANGE name and/or address. Complete item 6a or 6b and item 7a or 7b and item 7c. <input type="checkbox"/> ADD name. Complete item 7a or 7b and item 7c. <input type="checkbox"/> DELETE name. Give record name to be referred in item 6a or 6b.			
6. CURRENT RECORD INFORMATION: Complete for Party information Change provide only <u>one</u> name (6a or 6b)			
6a. ORGANIZATION'S NAME OR <b>Amory HMA LLC</b>			
6b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)
			SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete to Assignment or Party information Change provide only <u>one</u> name (7a or 7b) (use exact full name or modify appropriate any part of the Debtors name)			
7a. ORGANIZATION'S NAME			
OR 7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)			
SUFFIX			
7c. MAILING ADDRESS		CITY	STATE
			POSTAL CODE
			COUNTRY
8. <input type="checkbox"/> COLLATERAL CHANGE: Also check <u>one</u> of these four boxes <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide the name of authorizing Debtor			
9a. ORGANIZATION NAME OR <b>Siemens Financial Services, Inc.</b>			
9b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)
			SUFFIX
10. OPTIONAL FILER REFERENCE DATA: <b>24203-CUC-1 [134072358]</b>			

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC3) (Rev 04/20/11)

1780333537

File Number: 20172357931B

Date Filed: 8/7/2017 2:21:22 PM

C. Delbert Hosemann, Jr.

Secretary of State

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Corporation Service Company</b> (800)858-5294	
B. EMAIL CONTACT AT FILER (optional) <b>FilingDept@CSCinfo.com</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<div style="border: 1px solid black; padding: 10px; text-align: center;"> <b>Corporation Service Company</b>  <b>801 Adlai Stevenson Drive</b>  <b>Springfield, IL 62703</b> </div>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER <b>20120871460A</b>		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS From <u>attach</u> Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13	
2. <input type="checkbox"/> TERMINATION Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> ASSIGNMENT (full or partial) Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9 For partial assignment complete items 7 and 9 and also indicate affected collateral in item 8			
4. <input type="checkbox"/> CONTINUATION Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
5. <input checked="" type="checkbox"/> PARTY INFORMATION CHANGE Check <u>one</u> of these two boxes This Change affects <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> Secured Party of record AND Check <u>one</u> of these three boxes to <input type="checkbox"/> CHANGE name and/or address. Complete item 6a or 6b and item 7a or 7b and item 7c <input checked="" type="checkbox"/> ADD name Complete item 7a or 7b and item 7c <input type="checkbox"/> DELETE name Give record name to be referred in item 6a or 6b			
6. CURRENT RECORD INFORMATION: Complete for Party information Change provide only <u>one</u> name (6a or 6b)			
6a. ORGANIZATION'S NAME OR <b>Amory HMA LLC</b>			
6b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete to Assignment or Party information Change provide only <u>one</u> name (7a or 7b) (use exact full name or modify appropriate any part of the Debtors name)			
7a. ORGANIZATION'S NAME OR <b>Amory Regional Medical Center, Inc.</b>			
7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			
SUFFIX			
7c. MAILING ADDRESS <b>1721 MIDPARK RD</b>		CITY <b>KNOXVILLE</b>	STATE <b>TN</b>
		POSTAL CODE <b>37921</b>	COUNTRY <b>USA</b>
8. <input type="checkbox"/> COLLATERAL CHANGE: Also check <u>one</u> of these four boxes <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral indicate collateral			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor if this is an Assignment) if this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide the name of authorizing Debtor			
9a. ORGANIZATION NAME OR <b>Siemens Financial Services, Inc.</b>			
9b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX
10. OPTIONAL FILER REFERENCE DATA <b>Debtor: Amory HMA LLC-104-2 TOI K brackbill/GdJ 08/07/17 [134665581]</b>			

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC3)(Rev 04/20/11)

1780333539

File Number: 20172357932A

Date Filed: 8/7/2017 2:21:31 PM

C. Delbert Hosemann, Jr.

Secretary of State

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Corporation Service Company</b> (800)858-5294	
B. EMAIL CONTACT AT FILER (optional) <b>FilingDept@CSCinfo.com</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Corporation Service Company</b> <b>801 Adlai Stevenson Drive</b> <b>Springfield, IL 62703</b>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION NAME OR Amory Regional Medical Center, Inc.				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 1721 MIDPARK RD	CITY KNOXVILLE	STATE TN	POSTAL CODE 37921	COUNTRY USA

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

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

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

3a. ORGANIZATION NAME OR Siemens Financial Services, Inc.				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 170 Wood Ave. South	CITY Iselin	STATE NJ	POSTAL CODE 08830	COUNTRY USA

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

The property covered under Leasing Schedule # 24203-33060 between Debtor and Secured Party, including the Equipment described below (or on Schedule A attached hereto), together with all accessions, attachments, replacements, substitutions, modifications and additions thereto (including all Debtor's rights in all licenses of all software related to any of the foregoing), now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds). Equipment description: Modularis Uro II

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

6a. Check only if applicable and check only one box:

☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA

:104-2 TOI K Brackbill/GdJ 08/07/17 [134665805]

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC1) (Rev 08/23/11)

# Search Results



**From:** Alexa Horton

**801 Adlai Stevenson Drive**  
**Springfield, IL 62703-4261**  
**Ph: (800) 858-5294**  
**Fx: (800) 345-6059**

**Date:** 1/23/18

**To:** Waller Lansden Dortch & Davis, LLP  
**Attn:** (Midcap)  
Christine Cronk  
511 Union Street  
Suite 2700  
Nashville, TN 37219  
Ph: 615-850-8761  
Fx: 615-244-6804

**Account:** 365830  
**Clients Ref:** 025987.77675 (Curae)  
Curae

**Search Type:** Full Assignment  
Certified Search to Reflect  
**Office Searched:** UCC Division  
**Jurisdiction:** (S.O.S.)  
**State:** Tennessee  
**Thru Date:** 1/22/18  
**Notes:** **Completed Search to Reflect**

**Order Number:** 140576168  
**Subject:** Amory Regional Medical Center, Inc.

**Attached is the Certified Search you Requested.**

UCC =Uniform Commercial Code  
DOT =Deed of Trust  
FIN =Financing Statement  
FIX =Fixtures  
TU =Transmitting Utility  
CSN =Consignment  
MTG =Mortgage

AMD =Amendment  
ASN =Assignment  
CON =Continuation  
REL =Release  
TRM =Termination  
SUB =Subordination  
BNK =Bankruptcy

PRE =Partial Release  
PASN =Partial Assignment  
FTL =Federal Tax Lien  
STL =State Tax Lien  
JGL =Judgment Lien  
CTL =County Tax Lien  
PPTL =Personal Property Tax Lien

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**Tre Hargett**  
Secretary of State

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

ALEXA  
801 STEVENSON DR  
SPRINGFIELD, IL 62703-4261

Request Date: 01/23/2018 3:14 PM  
Info Request Doc #: 428141011  
DLN #: B0480-6877  
Contact Name:

## **UCC Lien Certified Search Report**

*Search Results Include Documents Processed Through 1/22/2018 4:30 PM*

Pursuant to the request that you submitted, a search was conducted based on the search criteria listed below. I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that the information outlined below along with the copies which are attached to this cover sheet constitute the certified copies of all UCC filings based on the search criteria.

### **Search Criteria:**

Organization: AMORY REGIONAL MEDICAL CENTER, INC.  
Active (unlapsed records only), List ONLY

  
Tre Hargett  
Secretary of State

Enclosures: Original Documents

### **Document Receipt**

Receipt # : 003757685	Filing Fee:	\$15.00
Payment-Credit Card Ref #: 3719743647		\$15.00

### **UCC Listing**

**UCC1 Doc #: 426792998 DLN #: B0386-5003 Filed: 05/05/2017 11:30 AM Lapse: 05/05/2022 11:59 PM**

Debtor(s): AMORY REGIONAL MEDICAL CENTER, INC. , C/O CURAE HEALTH INC 121 LEINHART STREET, CLINTON, TN 37716

Secured Party(s): SERVISFIRST BANK, , SUITE 110 1801 WEST END AVENUE, NASHVILLE, TN 37203

**UCC1 Doc #: 426795236 DLN #: B0386-5132 Filed: 05/05/2017 02:44 PM Lapse: 05/05/2022 11:59 PM**

Debtor(s): AMORY REGIONAL MEDICAL CENTER, INC. , 121 LEINHART STREET, CLINTON, TN 37716  
AMORY REGIONAL MEDICAL CENTER, INC. , 121 LEINHART STREET, CLINTON, TN 37716  
(Changed To)

Secured Party(s): CHS/COMMUNITY HEALTH SYSTEMS, INC. , 4000 MERIDIAN BOULEVARDE, FRANKLIN, TN 37067

### **UCC3 Amendment-Change Debtor (1),Restate Collateral**

Doc #: 427976026 DLN #: B0463-3090 Filed: 12/18/2017 02:27 PM

ALEXA  
801 STEVENSON DR  
SPRINGFIELD, IL 62703-4261

Request Date: 01/23/2018 3:14 PM  
Info Request Doc #: 428141011  
DLN #: B0480-6877  
Contact Name:  
Filer Reference:

## UCC Lien Certified Search Report

*Search Results Include Documents Processed Through 1/22/2018 4:30 PM*

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**UCC1 Doc #: 427316814    DLN #: B0423-8334    Filed: 08/07/2017 02:47 PM    Lapse: 08/07/2022 11:59 PM**

Debtor(s): AMORY REGIONAL MEDICAL CENTER, INC. , 1721 MIDPARK RD, KNOXVILLE, TN 37921  
Secured Party(s): SIEMENS FINANCIAL SERVICES, INC. , 170 WOOD AVENUE SOUTH, ISELIN, NJ 08830

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**UCC1 Doc #: 427316821    DLN #: B0423-8336    Filed: 08/07/2017 02:47 PM    Lapse: 08/07/2022 11:59 PM**

Debtor(s): AMORY REGIONAL MEDICAL CENTER, INC. , 1721 MIDPARK RD, KNOXVILLE, TN 37921  
Secured Party(s): SIEMENS FINANCIAL SERVICES, INC. , 170 WOOD AVE SOUTH, ISELIN, NJ 08830

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**UCC1 Doc #: 427707395    DLN #: B0450-5166    Filed: 10/25/2017 12:02 PM    Lapse: 10/25/2022 11:59 PM**

Debtor(s): AMORY REGIONAL MEDICAL CENTER, INC. , 121 LEINART ST, CLINTON, TN 37716  
Secured Party(s): VAR RESOURCES, LLC , 2330 INTERSTATE 30, MESQUITE, TX 75150

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**UCC1 Doc #: 427722387    DLN #: B0455-0285    Filed: 10/27/2017 03:41 PM    Lapse: 10/27/2022 11:59 PM**

Debtor(s): AMORY REGIONAL MEDICAL CENTER, INC. , 1105 EARL FRYE BLVD, AMORY, TN 38821  
Secured Party(s): STRYKER FINANCE , 950 TRADE CENTRE WAY SUITE 200, KALAMAZOO, MI 49002

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**UCC1 Doc #: 427961156    DLN #: B0464-2782    Filed: 12/14/2017 01:45 PM    Lapse: 12/14/2022 11:59 PM**

Debtor(s): AMORY REGIONAL MEDICAL CENTER, INC. , SUITE B200 1721 MIDPARK ROAD, KNOXVILLE, TN 37921  
Secured Party(s): MIDCAP FINANCIAL TRUST, AS AGENT , SUITE 200 7255 WOODMONT AVENUE, BETHESDA, MD 20814  
MIDCAP FUNDING IV TRUST, AS AGENT , SUITE 200 7255 WOODMONT AVENUE, BETHESDA, MD 20814

### ***UCC3 Amendment-Assignment***

Doc #: 428097058    DLN #: B0478-0773    Filed: 01/11/2018 01:54 PM



**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

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

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

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

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

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

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

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

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

8. OPTIONAL FILER REFERENCE DATA:

NOTE: All Information on this form is public record.

UCC FINANCING STATEMENT (TN FORM UCC1) (REV. 12/1/2016)

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

**PARCEL 2**

**Tract I: Main Facility**

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

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

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

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

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

**FOR INFORMATION ONLY**

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

Less and except:

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



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

B0386-5005 05/05/2017 11:30 AM Received by Tennessee Secretary of State Tre Hargett

60464-2782 12/14/2017 1:45 PM Received by Tennessee Secretary of State The Hargett

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 1376 52962 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: Tennessee (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME	Amory Regional Medical Center, Inc.			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	1721 Midpark Road, Suite B200	CITY Knoxville	STATE TN	POSTAL CODE 37921 COUNTRY USA

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

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

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

3a. ORGANIZATION'S NAME	MidCap Financial Trust, as Agent			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	7255 Woodmont Avenue, Suite 200*	CITY Bethesda	STATE MD	POSTAL CODE 20814 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
Maximum principal indebtedness for Tennessee recording tax purposes is \$0.00.  
See Exhibit A attached hereto and incorporated herein by reference.

\*Secured Party may be contacted at the above address c/o MidCap Financial Services, LLC, as servicer.

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

Case 9:18-bk-05665 Doc 499-2 Filed 11/27/18 Entered 11/27/18 13:35:33 Desc  
Exhibit Part 2- Asset Purchase Agreement Page 26 of 99 1376 52962

## EXHIBIT A TO UCC-1 FINANCING STATEMENT

### **Collateral Description**

The Collateral consists of all of each Debtor's right, title and interest in and to the following, whether now owned or hereafter created, acquired or arising, and all proceeds and products of the following:

- (a) all of Debtor's Accounts and cash on hand, and all of Debtor's money, contract rights, chattel paper, documents, Deposit Accounts, securities accounts, securities, investment property and Instruments with respect thereto, and all of Debtor's rights, remedies, security, Liens and supporting obligations, in, to and in respect of the foregoing, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guarantees or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any Account Debtor, and credit and other insurance;
- (b) to the extent not listed above, all of Debtor's money, securities, investment property, Deposit Accounts, Securities Accounts, Instruments and other property, in each case as related to the Accounts, and the proceeds thereof that are now or hereafter held or received by, in transit to, in possession of, or under the control of Secured Party or a bailee or Affiliate of Secured Party, whether for safekeeping, pledge, custody, transmission, collection or otherwise;
- (c) to the extent not listed above, all of Debtor's now owned or hereafter acquired Deposit Accounts or Securities Accounts into which Accounts or the proceeds of Accounts are deposited, including the Lockbox Account and all signature cards, account agreements and other documents relating to the Deposit Accounts or Securities Accounts;
- (d) all of Debtor's right, title and interest in, to and in respect of all goods relating to, or which by sale or consumption have resulted in, Accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods;
- (e) all of Debtor's books and records (including records in electronic format) relating to and evidencing any of the foregoing; and
- (f) to the extent not listed above, subject to the proviso at the end of this Schedule 9.1, all of Debtor's general intangibles (including, without limitation, payment intangibles) and other property of every kind and description with respect to, evidencing or relating to its Accounts, including, without limitation, all of Debtor's rights in any interim management agreement and/or operations transfer agreement, all existing and future customer lists, choses in action, claims, books, records, ledger cards, contracts, licenses, formulae, tax and other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies, and computer programs, tapes, programs, discs, information, software, records, and data, all computers, word processors, printers, switches, interfaces, source codes, mask works, software, web servers, website service contracts, internet connection contract or line lease, website hosting service contract, website license agreements, back-up copies of website content, contracts with website

advertisers, scripts, codes or Active-X controls, technology escrow agreements, website content development agreements, all rights, of whatever form, in and to domain names, instructional material, and connectors and all parts, accessories, additions, substitutions, or options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items, in each case as the same relate to the Accounts or is otherwise reasonably necessary in the collection thereof or realization thereon;

provided, however, the Collateral shall not include IP Collateral (as defined in the ServisFirst Intercreditor Agreement), any real property or fixtures or any interest in real property or fixtures or other Real Estate Collateral (as defined in the ServisFirst Intercreditor Agreement), Permits (as defined in the ServisFirst Intercreditor Agreement), any interim management agreement or operations transfer agreement (other than the Lien on "Accounts" (as defined and set forth in the Prior Operator Transfer Letter as in effect on the date hereof) except to the extent otherwise expressly excluded by this proviso), or any equipment or any interest in equipment or other Equipment Collateral (as defined in the ServisFirst Intercreditor Agreement), in each case to the extent same constitutes Term Loan Collateral, all of which such excluded collateral shall be subject to the access and license rights as provided in the ServisFirst Intercreditor Agreement.

For the purposes of this Exhibit A, all capitalized words shall have the respective meanings provided for in the Credit and Security Agreement, dated as of December 13, 2017, by and between Debtor, certain affiliated entities, and Secured Party, as a lender and Agent for the lenders, and the additional lenders from time to time parties thereto, as amended, restated, supplemented or otherwise modified from time to time, and all other capitalized terms not otherwise defined herein or in the Credit Agreement shall have the respective meanings given to them in the UCC.

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

**"Account Debtor"** means "account debtor", as defined in Article 9 of the UCC, and any other obligor in respect of an Account

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

86464-2785 12/14/2017 1:45 PM Received by Tennessee Secretary of State The Hargett

**“Deposit Account”** means a “deposit account” (as defined in Article 9 of the UCC), an investment account, or other account in which funds are held or invested for credit to or for the benefit of Debtor.

**“Guarantee”** by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise), or (b) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), *provided, however*, that the term Guarantee shall not include endorsements for collection or deposit in the Ordinary Course of Business. The term **“Guarantee”** used as a verb has a corresponding meaning.

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

**“Lien”** means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind, in respect of such asset. For the purposes of this Agreement and the other Financing Documents, any Debtor or any Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

**“Lockbox Account”** means an account or accounts maintained at the Lockbox Bank into which collections of Accounts are paid, which account or accounts shall be, if requested by Secured Party, opened in the name of Secured Party (or a nominee of Secured Party).

**“Lockbox Bank”** means a United States depository institution designated from time to time by Secured Party.

**“Permits”** means, with respect to any Person, all governmental licenses, authorizations, provider numbers, supplier numbers, registrations, permits, drug or device authorizations and approvals, certificates, franchises, qualifications, accreditations, consents and approvals required under all applicable Laws in order for such Person to carry on its business as now conducted, including, without limitation, Healthcare Permits.

**“Person”** means any natural person, corporation, limited liability company, professional association, limited partnership, general partnership, joint stock company, joint venture, association, or partnership.

Case 3:18-bk-05665 Doc 499-2 Filed 11/27/18 Entered 11/27/18 13:33:39 Desc  
Exhibit Part 2- Asset Purchase Agreement Page 29 of 99

company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any Governmental Authority.

**“Securities Account”** means a “securities account” (as defined in Article 9 of the UCC), an investment account, or other account in which investment property or securities are held or invested for credit to or for the benefit of Debtor.

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

**“UCC”** means the Uniform Commercial Code of the State of Maryland or of any other state the laws of which are required to be applied in connection with the perfection of security interests in any collateral.

**Schedule 4.5(a)**  
**Historical Financial Information**

*See attached balance sheets and income statements.*

GILMORE CONSOLIDATION  
CONSOLIDATED BALANCE SHEET  
AT  
SEPTEMBER 30, 2018

DATE: 11/20/18  
TIME: 13:00:55

THIS YEAR

Current Assets	
Cash & Cash Equivalents	\$ 94,188
Patient Receivables	
Net Patient A/R	7,158,716
Inventories	1,272,181
Prepaid Expenses	259,279
Other Current Assets	(83,147)
Total Current Assets	8,701,217
Net PP&E	23,895,146
Other Assets	
Deferred Loan Cost-Net	485,845
Intangibles - Goodwill	00
Deposits	00
Restricted Cash	00
Physician Receivables	82,584
Total Assets	\$ 33,164,792
	=====
Accts Payable & Accrued Exp.	9,884,891
Accrued Salaries/Benefits	1,087,093
Current Portion LTD	370,127
Other Current Liab	3,006,424
	-----
Total Current Liabilities	14,348,535
Long Term Debt	
Notes Payable	19,478,018
Intercompany Due To/From	(3,132,915)
	-----
Deferred Revenue	00
Net Assets	2,471,154
	-----
Total Liab & Net Assets	\$ 33,164,792
	=====



GILMORE CONSOLIDATION  
CONSOLIDATED BALANCE SHEET  
AT  
DECEMBER 31, 2017

DATE: 11/20/18  
TIME: 12:59:43

THIS YEAR

Current Assets	
Cash & Cash Equivalents	\$ 85,202
Patient Receivables	
Net Patient A/R	5,137,656
Inventories	1,227,788
Prepaid Expenses	280,490
Other Current Assets	(117,218)
Total Current Assets	6,613,918
Net PP&E	22,998,883
Other Assets	
Deferred Loan Cost-Net	545,215
Intangibles - Goodwill	00
Deposits	00
Restricted Cash	00
Physician Receivables	00
Total Assets	\$ 30,158,016
	=====
Accts Payable & Accrued Exp.	4,068,345
Accrued Salaries/Benefits	664,816
Current Portion LTD	405,924
Other Current Liab	863,729
	-----
Total Current Liabilities	6,002,814
Long Term Debt	
Notes Payable	18,911,459
Intercompany Due To/From	122,241
	-----
Deferred Revenue	00
Net Assets	5,121,502
	-----
Total Liab & Net Assets	\$ 30,158,016
	=====

GILMORE CONSOLIDATION  
CONSOLIDATED HOSPITAL  
FOR 9TH MONTH ENDED  
SEPTEMBER 30, 2018

DATE: 11/20/18  
TIME: 13:01:19

YEAR-TO-DATE

REVENUE	
Inpatient Acute	\$ 53,612,127
Outpatient Revenue	114,113,690
GeroPsych Revenue	00
Home Health	00
Practice Revenue	10,829,098
	-----
Total Gross Revenue	178,554,915
DEDUCTIONS	
Medicare Adjustments	56,992,234
Medicaid Adjustments	28,185,509
Commercial/HMO/PPO	42,159,193
Charity-Uncompensated Care	2,011
Bad Debt & Other	19,255,391
	-----
Total Deductions	146,594,338
	-----
Net Patient Revenue	31,960,577
Other Revenue	719,848
Total Operating Revenues	32,680,425
OPERATING EXPENSES	
Salaries & Contract Labor	12,925,298
Employee Benefits	2,679,750
Professional Fees	3,058,904
Contract Services	3,503,266
Supplies and Other	4,837,366
Repairs & Maint	1,059,831
Rents & Leases	479,600
Telephone & Utilities	1,031,382
Insurance	244,350
Taxes & Assessments	1,813,281
Other operating	243,725
	-----
Total Operating Exp	31,876,753
	-----
EBITDA	803,672
CAPITAL & NON-OPER	
Other (Gain)/Loss	00
Depreciation & Amort	1,535,761
Interest Expense	1,352,018
Management Fees	566,240
	-----
Total Capital/Other	3,454,019
	-----
Excess of Rev	\$ (2,650,347)
	=====

GILMORE CONSOLIDATION  
CONSOLIDATED HOSPITAL  
FOR 12TH MONTH ENDED  
DECEMBER 31, 2017

DATE: 11/20/18  
TIME: 13:00:18

YEAR-TO-DATE

REVENUE	
Inpatient Acute	\$ 60,748,129
Outpatient Revenue	111,446,554
GeroPsych Revenue	00
Home Health	00
Practice Revenue	10,421,783
	-----
Total Gross Revenue	182,616,466
DEDUCTIONS	
Medicare Adjustments	57,133,609
Medicaid Adjustments	33,546,471
Commercial/HMO/PPO	41,544,219
Charity-Uncompensated Care	00
Bad Debt & Other	20,345,897
	-----
Total Deductions	152,570,196
	-----
Net Patient Revenue	30,046,270
Other Revenue	292,474
Total Operating Revenues	30,338,744
OPERATING EXPENSES	
Salaries & Contract Labor	11,558,559
Employee Benefits	2,338,393
Professional Fees	2,651,467
Contract Services	3,590,546
Supplies and Other	4,473,690
Repairs & Maint	965,521
Rents & Leases	360,262
Telephone & Utilities	1,011,254
Insurance	221,880
Taxes & Assessments	1,834,094
Other operating	387,444
	-----
Total Operating Exp	29,393,110
	-----
EBITDA	945,634
CAPITAL & NON-OPER	
Other (Gain)/Loss	00
Depreciation & Amort	846,390
Interest Expense	680,060
Management Fees	602,023
	-----
Total Capital/Other	2,128,473
	-----
Excess of Rev	\$ (1,182,839)
	=====

G I L M O R E   C O N S O L I D A T I O N  
CONSOLIDATED BALANCE SHEET  
FOR THE MONTH ENDING SEPTEMBER 30, 2018

DATE: 11/20/18  
TIME: 13:03:39

	(0054) GILMEM	(0354) FACCLN	(0254) GILCONS
	-----	-----	-----
Current Assets			
Cash & Cash Equivalents	65,706	28,483	94,188
Patient Receivables			
Net Patient A/R	6,969,585	189,131	7,158,716
Inventories	1,197,797	74,384	1,272,181
Prepaid Expenses	253,937	5,342	259,279
Other Current Assets	(135,115)	51,967	(83,147)
Total Current Assets	8,351,910	349,307	8,701,217
Net PP&E	23,841,165	53,981	23,895,146
Other Assets			
Deferred Loan Cost-Net	485,845	0	485,845
Intangibles - Goodwill	0	0	0
Deposits	0	0	0
Restricted Cash	0	0	0
Physician Receivables	82,584	0	82,584
Total Assets	32,761,504	403,288	33,164,792
	=====	=====	=====
Accts Payable & Accrued Exp	9,843,497	41,394	9,884,891
Accrued Salaries/Benefits	901,143	185,950	1,087,093
Current Portion LTD	370,127	0	370,127
Other Current Liab	2,951,234	55,190	3,006,424
	-----	-----	-----
Total Current Liabilities	14,066,001	282,534	14,348,535
Long Term Debt			
Notes Payable	19,478,018	0	19,478,018
Intercompany Due To/From	(5,375,756)	2,242,841	(3,132,915)
	-----	-----	-----
Deferred Revenue	0	0	0
Net Assets	4,593,241	(2,122,087)	2,471,154
	-----	-----	-----
Total Liab & Net Assets	32,761,504	403,288	33,164,792
	=====	=====	=====

G I L M O R E   C O N S O L I D A T I O N  
CONSOLIDATED BALANCE SHEET  
FOR THE MONTH ENDING DECEMBER 31, 2017

DATE: 11/20/18  
TIME: 13:03:18

	(0054) GILMEM	(0354) FACCLN	(0254) GILCONS
	-----	-----	-----
Current Assets			
Cash & Cash Equivalents	84,701	500	85,202
Patient Receivables			
Net Patient A/R	4,636,348	501,308	5,137,656
Inventories	1,153,405	74,384	1,227,788
Prepaid Expenses	246,427	34,063	280,490
Other Current Assets	(169,185)	51,967	(117,218)
Total Current Assets	5,951,696	662,222	6,613,918
Net PP&E	22,925,013	73,870	22,998,883
Other Assets			
Deferred Loan Cost-Net	545,215	0	545,215
Intangibles - Goodwill	0	0	0
Deposits	0	0	0
Restricted Cash	0	0	0
Physician Receivables	0	0	0
Total Assets	29,421,924	736,092	30,158,016
	=====	=====	=====
Accts Payable & Accrued Exp	3,858,260	210,085	4,068,345
Accrued Salaries/Benefits	523,702	141,114	664,816
Current Portion LTD	405,924	0	405,924
Other Current Liab	823,448	40,281	863,729
	-----	-----	-----
Total Current Liabilities	5,611,334	391,480	6,002,814
Long Term Debt			
Notes Payable	18,911,459	0	18,911,459
Intercompany Due To/From	(1,213,773)	1,336,014	122,241
	-----	-----	-----
Deferred Revenue	0	0	0
Net Assets	6,112,904	(991,402)	5,121,502
	-----	-----	-----
Total Liab & Net Assets	29,421,924	736,092	30,158,016
	=====	=====	=====

G I L M O R E   C O N S O L I D A T I O N  
CONSOLIDATED HOSPITAL  
FOR THE YEAR TO DATE SEPTEMBER 30, 2018

DATE: 11/20/18  
TIME: 13:03:01

	(0054) GILMEM	(0354) FACCLN	(0254) GILCONS
	-----	-----	-----
REVENUE			
Inpatient Acute	53,612,127	0	53,612,127
Outpatient Revenue	114,113,690	0	114,113,690
GeroPsych Revenue	0	0	0
Home Health	0	0	0
Practice Revenue	0	10,829,098	10,829,098
	-----	-----	-----
Total Gross Revenue	167,725,817	10,829,098	178,554,915
DEDUCTIONS			
Medicare Adjustments	53,599,250	3,392,984	56,992,234
Medicaid Adjustments	27,355,041	830,468	28,185,509
Commercial/HMO/PPO	39,318,952	2,840,241	42,159,193
Charity-Uncompensated Care	2,011	0	2,011
Bad Debt & Other	18,877,715	377,676	19,255,391
	-----	-----	-----
Total Deductions	139,152,969	7,441,369	146,594,338
	-----	-----	-----
Net Patient Revenue	28,572,848	3,387,729	31,960,577
Other Revenue	719,848	0	719,848
Total Operating Revenues	29,292,696	3,387,729	32,680,425
OPERATING EXPENSES			
Salaries & Contract Labor	9,998,561	2,926,737	12,925,298
Employee Benefits	2,204,303	475,447	2,679,750
Professional Fees	3,196,489	(137,585)	3,058,904
Contract Services	3,051,063	452,203	3,503,266
Supplies and Other	4,543,745	293,621	4,837,366
Repairs & Maint	1,045,140	14,691	1,059,831
Rents & Leases	133,049	346,551	479,600
Telephone & Utilities	935,374	96,008	1,031,382
Insurance	244,350	0	244,350
Taxes & Assessments	1,805,413	7,868	1,813,281
Other operating	220,742	22,983	243,725
	-----	-----	-----
Total Operating Exp	27,378,229	4,498,524	31,876,753
	-----	-----	-----
EBITDA	1,914,467	(1,110,795)	803,672
CAPITAL & NON-OPER			
Other (Gain)/Loss	0	0	0
Depreciation & Amort	1,515,872	19,889	1,535,761
Interest Expense	1,352,018	0	1,352,018
Management Fees	566,240	0	566,240
	-----	-----	-----
Total Capital/Other	3,434,130	19,889	3,454,019
	-----	-----	-----
Excess of Rev	(1,519,663)	(1,130,684)	(2,650,347)
	=====	=====	=====

G I L M O R E   C O N S O L I D A T I O N  
CONSOLIDATED HOSPITAL  
FOR THE YEAR TO DATE DECEMBER 31, 2017

DATE: 11/20/18  
TIME: 13:02:33

	(0054) GILMEM	(0354) FACCLN	(0254) GILCONS
	-----	-----	-----
REVENUE			
Inpatient Acute	60,748,129	0	60,748,129
Outpatient Revenue	111,446,554	0	111,446,554
GeroPsych Revenue	0	0	0
Home Health	0	0	0
Practice Revenue	0	10,421,783	10,421,783
	-----	-----	-----
Total Gross Revenue	172,194,683	10,421,783	182,616,466
DEDUCTIONS			
Medicare Adjustments	54,038,891	3,094,719	57,133,609
Medicaid Adjustments	32,581,509	964,962	33,546,471
Commercial/HMO/PPO	38,836,014	2,708,205	41,544,219
Charity-Uncompensated Care	0	0	0
Bad Debt & Other	19,943,187	402,711	20,345,897
	-----	-----	-----
Total Deductions	145,399,601	7,170,597	152,570,196
	-----	-----	-----
Net Patient Revenue	26,795,082	3,251,186	30,046,270
Other Revenue	292,474	0	292,474
Total Operating Revenues	27,087,556	3,251,186	30,338,744
OPERATING EXPENSES			
Salaries & Contract Labor	8,557,082	3,001,477	11,558,559
Employee Benefits	1,905,343	433,049	2,338,393
Professional Fees	2,757,554	(106,087)	2,651,467
Contract Services	3,301,661	288,885	3,590,546
Supplies and Other	4,171,889	301,802	4,473,690
Repairs & Maint	941,452	24,068	965,521
Rents & Leases	69,968	290,294	360,262
Telephone & Utilities	923,357	87,896	1,011,254
Insurance	217,875	4,005	221,880
Taxes & Assessments	1,824,778	9,316	1,834,094
Other operating	366,883	20,561	387,444
	-----	-----	-----
Total Operating Exp	25,037,842	4,355,266	29,393,110
	-----	-----	-----
EBITDA	2,049,714	(1,104,080)	945,634
CAPITAL & NON-OPER			
Other (Gain)/Loss	0	0	0
Depreciation & Amort	830,390	16,000	846,390
Interest Expense	680,060	0	680,060
Management Fees	602,023	0	602,023
	-----	-----	-----
Total Capital/Other	2,112,473	16,000	2,128,473
	-----	-----	-----
Excess of Rev	(62,759)	(1,120,080)	(1,182,839)
	=====	=====	=====

**Schedule 4.5(c)  
Indebtedness**

**Loans and Capital Leases  
As of 05/31/18**

<b>Lender</b>	<b>05/31/18 Balance</b>
ServisFirst	\$ 5,882,758
CHS Loan	\$ 6,082,498
CHCT - REIT Cap Lease	\$ 3,517,090
MidCap LOC	\$ 3,539,398
International Financial Services Corp - Cap Lease - (Kronos)	\$ 40,541
VAR Cap Lease - Nutanix Server	\$ 100,473
Stryker Cap Lease	\$ 70,706
Canon Cap Lease	\$ 183,865
	<hr/>
	<b>\$ 19,417,329</b>



**Schedule 4.6**  
**Permits and Approvals**

1. **Certificate of Occupancy** with the City of Amory, dated February 16, 2017.
2. **Hospital License** (License No. 12-074) issued by Mississippi State Department of Health, Health Facilities Licensure and Certification to *Gilmore Memorial Hospital*. Expires December 31, 2018. Licensed Capacity 95.
3. **CLIA Certificate of Accreditation** (CLIA ID Number: 25D031699) issued by Centers for Medicare and Medicaid Services, Clinical Laboratory Improvement Amendments to *Amory Family Medicine Clinic*. Effective January 24, 2017. Expires January 23, 2019.
4. **CLIA Certificate of Accreditation** (CLIA ID Number: 25D0029550) issued by Centers for Medicare and Medicaid Services, Clinical Laboratory Improvement Amendments to *Merit Health Gilmore Memorial*. Effective January 3, 2017. Expires January 2, 2019.
5. **CLIA Certificate of Accreditation** (CLIA ID Number: 25D0674893) issued by Centers for Medicare and Medicaid Services, Clinical Laboratory Improvement Amendments to *Amory Regional Medical Center, Inc. dba Gilmore Memorial Regional Medical Center Respiratory*. Effective July 19, 2018. Expires July 18, 2020.
6. **CLIA Certificate of Compliance** (CLIA ID Number: 25D1046020) issued by Centers for Medicare and Medicaid Services, Clinical Laboratory Improvement Amendments to *Merit Health Medical Group – Hamilton*. Effective January 8, 2017. Expires January 7, 2019.
7. **CLIA Certificate of Waiver** (CLIA ID Number: 25D1062485) issued by Centers for Medicare and Medicaid Services, Clinical Laboratory Improvement Amendments to *Amory Specialty Clinic*. Effective December 15, 2016. Expires December 14, 2018.
8. **CLIA Certificate of Provider-Performed Microscopy Procedures** (CLIA ID Number: 25D0925897) issued by Centers for Medicare and Medicaid Services, Clinical Laboratory Improvement Amendments to *Amory Regional Physicians, LLC dba Fulton Family Medical Clinic*. Effective April 3, 2018. Expires April 2, 2020.
9. **CLIA Certificate of Waiver** (CLIA ID Number: 25D1003047) issued by Centers for Medicare and Medicaid Services, Clinical Laboratory Improvement Amendments to *Amory Regional Physicians LLC dba Amory Pediatric Clinic*. Effective February 1, 2018. Expires February 1, 2020.
10. **CLIA Certificate of Waiver** (CLIA ID Number: 25D0316999) issued by Centers for Medicare and Medicaid Services, Clinical Laboratory Improvement Amendments to *Amory Regional Physicians, LLC*. Expires January 23, 2019.
11. **Pharmacy Permit** (Permit No. 0564/3.1) issued by Mississippi Board of Pharmacy to *Gilmore Memorial Hospital*. Expires December 31, 2019.
12. **Controlled Substance Registration** (Registration No. CS-00564/3.1) issued by Mississippi Board of Pharmacy to *Gilmore Memorial Hospital*. Issued October 19, 1989. Renewed May 1, 2017. Expires December 31, 2019.

13. **Radioactive Material License** (License Number: MS-369-01) issued by the Mississippi State Department of Health to *Gilmore Memorial Hospital*. Expires December 1, 2022.
14. **Certificate of Registration** (MDEQ UST Facility ID Number 12032) issued by the Mississippi Department of Environmental Quality Underground Storage Tanks to *Gilmore Memorial Hospital*. Effective August 2, 2018. Expires June 30, 2019.
15. **Designation as Conditionally Exempt Small Quantity Generator** (ID Number: MSR000107458) issued by the Mississippi Department of Environmental Quality to *Gilmore Memorial Hospital*. No expiration.
16. **City Privilege Tax License** (License Number: 12004325) issued by the City of Amory to *Family Medicine Clinic*. Effective September 1, 2018. Expires September 30, 2019.
17. **City Privilege Tax License** (License Number: 12004702) issued by the City of Amory to *Amory Specialty Clinic*. Effective September 1, 2018. Expires September 30, 2019.
18. **City Privilege Tax License** (License Number: 12004162) issued by the City of Amory to *Amory Pediatric Clinic*. Effective September 1, 2018. Expires September 30, 2019.
19. **City Privilege Tax License** (License Number: 4006) issued by the City of Fulton to *Fulton Family Medical Center*. Effective September 1, 2017. Expires September 30, 2018.<sup>4</sup>
20. **City Privilege Tax License** (License Number: 2002) issued by the City of Aberdeen to *Care Plus Hamilton Primary Medicine*. Effective September 1, 2018. Expires September 30, 2019.
21. **City Privilege Tax License** (License Number: 12004347) issued by the City of Amory to *Gilmore Memorial Hospital*. Effective September 1, 2018. Expires September 30, 2019.
22. **City Privilege Tax License** (License Number: 12004348) issued by the City of Amory to *Gilmore Memorial RMC*. Effective September 1, 2018. Expires September 30, 2019.
23. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS050975-10V, Other Identification: 96) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Hospital*. Expires April 30, 2020.
24. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS001623-10P, Other Identification: 503) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Hospital*. Expires October 31, 2019.
25. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS006308-10V, Other Identification: 5920) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires April 30, 2020.
26. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS027439-10V Other Identification: 954531) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires April 30, 2020.

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<sup>4</sup> Renewal in process.

27. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS028394-10V, Other Identification: 60579) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires April 30, 2020.
28. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS028395-10V, Other Identification: 60858) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires April 30, 2020.
29. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS041461-10V, Other Identification: 567970) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires April 30, 2020.
30. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS043166-10V, Other Identification: 5335) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires April 30, 2020.
31. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS048201-10V, Other Identification: 19546) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires April 30, 2020.
32. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS048202-10V, Other Identification: 1028) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires April 30, 2020.
33. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS048203-10V, Other Identification: 52361) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires April 30, 2020.
34. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS048204-10V, Other Identification: 53208) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires April 30, 2020.
35. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS048205-10V, Other Identification: 53315) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires April 30, 2020.
36. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS049365-10V, Other Identification: 625978) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires April 30, 2020.
37. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS050975-10V, Other Identification: 96) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires April 30, 2020.
38. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS050976-10V, Other Identification: 95) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires April 30, 2020.
39. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS018219-16P, Other Identification: 31770) issued by the Mississippi State Department of Health, Boiler and Pressure

Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires September 30, 2019.

40. **Permit to Operate** (Facility ID: 5931634) issued by the Mississippi State Department of Health to *Gilmore Memorial Hospital/Morrison Healthcare*. Effective June 5, 2019.
41. **Radio Station Authorization** (Call Sign WQQL456) issued by Federal Communications Commission, Wireless Telecommunications Bureau to *Amory HMA, LLC, dba Merit Health Gilmore Memorial*. Effective March 7, 2017. Expires January 28, 2023.
42. **Controlled Substance Registration Certificate** (DEA Registration No.: FA6858546) issued by the United States Department of Justice, Drug Enforcement Administration to *Amory Regional Medical Center, Inc.* Effective June 20, 2017. Expires June 30, 2020.
43. **Certificate of Inspection** (Equipment Number MS003241) issued by Mississippi Insurance Department to *Gilmore Regional Medical Center*. Expires February 7, 2019.
44. **Certificate of Inspection** (Equipment Number MS003240) issued by Mississippi Insurance Department to *Gilmore Regional Medical Center*. Expires February 7, 2019.
45. **Certificate of Inspection** (Equipment Number MS003239) issued by Mississippi Insurance Department to *Gilmore Regional Medical Center*. Expires February 7, 2019.
46. **Registration of Healing Arts or Veterinary X-Ray Tubes and Facilities** (Registration Number: 48-1-003) issued by the Mississippi State Department of Health, Division of Radiological Health to *Amory Regional Medical Center*. Expires June 1, 2019.
47. **Registration of Healing Arts or Healing Arts X-Ray Tubes and Facilities** (Registration Number: 29-2-002) issued by the Mississippi State Department of Health, Division of Radiological Health to *Gilmore Fulton Family Medicine Center Merit Health*. Expires May 1, 2020.
48. **Registration of Healing Arts or Healing Arts X-Ray Tubes and Facilities** (Registration Number: 48-2-007) issued by the Mississippi State Department of Health, Division of Radiological Health to *Merit Health Group Family Medicine Clinic*. Expires July 1, 2020.
49. **Helipad Permit** (LOC ID #MS56) issued by U.S. Department of Transportation Federal Aviation Administration to *GMH*.
50. **Certificate of Registration** (MDEQ UST Facility ID Number 12032) issued by Mississippi Department of Environmental Quality to *Amory Regional Medical Center*. Expires June 30, 2019.
51. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS140406-18V, Other Identification: 149385) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires 04/30/2020.
52. **Certificate of Boiler or Pressure Vessel Operation** (MS Serial Number: MS140407-18V, Other Identification: 136251) issued by the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch to *Gilmore Memorial Regional Medical Center*. Expires 04/30/2020.

## **Schedule 4.8 Accreditation**

*See also* Schedule 4.6.

### List of Accreditations for Hospital

1. Get With the Guidelines Stroke Accreditation
2. Joint Commission Acute Stroke Ready Hospital Certificate
3. Center of Excellence in Robotic Surgery, January 29, 2017-2020
4. American College of Radiology – Commission on Quality and Safety for Computed Tomography Services Accreditation
5. American College of Radiology – Commission on Quality and Safety for MRI Accreditation
6. American College of Radiology – Commission on Quality and Safety for Mammographic Imaging Services Accreditation
7. U.S. Department of Health and Human Services- Public Health Service – Certified Mammography Facility
8. Centers for Medicare & Medicaid Services –Lab CLIA accreditation
9. Centers for Medicare & Medicaid Services – Respiratory CLIA accreditation
10. Hospital - The Joint Commission Accreditation
11. Lab – The Joint Commission Accreditation

### List of Accreditations for Clinics

1. Family Medicine Clinic- Lab CLIA accreditation
2. Fulton Family Medical Center – Lab CLIA accreditation
3. Hamilton Primary – Lab CLIA accreditation
4. Amory Specialty Clinic - Lab CLIA accreditation
5. Amory Pediatric Clinic – Lab CLIA accreditation

**Schedule 4.9(i)**  
**Private Programs**

Baptist Health Services Group of the Mid-South, Inc.  
Blue Cross and Blue Shield of Mississippi  
CIGNA Health and Life Insurance Company  
Coventry Health Care, Inc.  
First Choice Health Plan of Mississippi, LLC  
Magnolia Health Plan, Inc.  
Mississippi Breast and Cervical Cancer Program  
Mississippi Physicians Care Network, Inc.  
Molina Healthcare, Inc.  
TriWest Healthcare Alliance Corporation  
UnitedHealthcare of Mississippi, Inc.  
Wellcare Health Plans, Inc.

**Schedule 4.9(ii)**  
**National Provider Identifiers; Provider Numbers**

*[REDACTED FOR COURT FILING]*

**Schedule 4.9(iii)**  
**CMS Reporting**

*None.*



**Schedule 4.10**  
**Third-Party Payor Cost Reports**

*None.*

**Schedule 4.12(c)**  
**Information Privacy and Security Compliance**

*None.*

**Schedule 4.16(a)**  
**Owned Intellectual Property**

1. The name of the hospital: Gilmore Memorial Hospital
2. Facebook Account for Gilmore Memorial Hospital
3. Domain name for [www.gilmorememorialhospital.org](http://www.gilmorememorialhospital.org)

**Schedule 4.16(b)**  
**Liens on Owned Intellectual Property**

*None.*

**Schedule 4.16(c)**  
**Violations of Intellectual Property Contracts**

*None.*

**Schedule 4.16(d)**  
**Claims Regarding Intellectual Property Infringement**

*None.*

**Schedule 4.16(e)**  
**Owned Intellectual Property Infringement**

*None.*

**Schedule 4.16(g)**  
**Open Source Materials**

*None.*



**Schedule 4.17(a)**  
**Contracts**

Curae Health, Inc.

1. Hospital Management Agreement dated as of December 31, 2014, by and between Strategic Healthcare Resources, LLC and Curae Health, Inc. (together with its supported organizations Lakeland Community Hospital, Inc., Northwest Medical Center, Inc., Russellville Hospital, Inc., Amory Regional Medical Center, Inc., Batesville Regional Medical Center, Inc., and Clarksdale Regional Medical Center, Inc.), as amended pursuant to the First Amendment to Hospital Management Agreement dated as of September 1, 2015, as amended pursuant to the Second Amendment to Hospital Management Agreement dated as of April 1, 2016, as amended pursuant to the Third Amendment to Hospital Management Agreement dated as of May 1, 2017, and as amended pursuant to the Fourth Amendment to Hospital Management Agreement dated as of November 1, 2017.
2. Hosted and Managed Services Agreement, dated, July 7, 2015, by and between Curae Health, Inc. and MEDHOST Direct, Inc. together with any other agreements between the parties.
3. Software License and Application Services Agreement, by and between Curae Health, Inc. and MEDHOST of Tennessee, Inc., together with any other agreements between the parties.
4. Athenahealth Master Services Agreement, dated February 16, 2017, by and between Curae Health, Inc. and Athenahealth, Inc.
5. Master Products and Services Agreement, dated July 7, 2015, by and between YourCareUniverse, Inc. and Curae Health, Inc.
6. Information Technology Transition Services Agreement, dated May 1, 2017, by and between CHSPSC, LLC and Curae Health, Inc., as amended by that certain First Amendment to Information Technology Transition Services Agreement, dated November 1, 2017.
7. Transition Services Agreement, dated May 1, 2017, by and between CHSPSC, LLC and Curae Health, Inc. (Amory and Batesville).
8. Software License and Services Agreement, dated April 16, 2015, by and between Curae Health, Inc. and 3M Company, as amended from time to time.
9. MedHost Revenue Cycle Services Agreements

Amory Regional Medical Center, Inc. (Gilmore Memorial Hospital)

1. Product Sale Agreement, dated July 6, 2007, by and between Gilmore Memorial and Airgas-South Inc.
2. Call Coverage Agreement, dated October 1, 2014, by and between Amory HMA, LLC d/b/a Merit Health Gilmore Memorial and Hoat Hoang, MD, as assigned by that certain Assignment and Assumption Agreement, by and between Amory HMA, LLC d/b/a Merit Health Gilmore Memorial, Hoat Hoang, MD, and Amory Surgery Clinic, PLLC
3. Exclusive Agreement for Anesthesiology Services, dated October 4, 2013, by and between Amory HMA, LLC d/b/a Gilmore Memorial Regional Medical Center and Anesthesia Associates of Mississippi, as modified by Extension to Exclusive Agreement for Anesthesiology Services, dated December 1, 2016, by and between Amory HMA, LLC d/b/a Merit Health Gilmore Memorial and Anesthesia Associates of Mississippi.
4. Agreement, dated April 4, 2008, by and between Amory HMA dba Gilmore Memorial Regional Medical Center and Beckman Coulter.
5. Physician Employment Agreement, dated August 1, 2017, Amory Regional Physicians, LLC and Benjamin Boatright, M.D.

6. SYNTRAC Integration Tools Agreement, dated March 1, 2012, by and between Cardinal Health 414, LLC and Gilmore Memorial Regional Medical Center.
7. Professional Services Agreement, dated January 1, 2017 by and between Amory HMA, LLC d/b/a Merit Health Gilmore Memorial and Christopher W. Tidwell, DO
8. Shredding Service Agreement, dated December 1, 2010, by and between Gilmore Memorial Regional Medical Center and Cintas Corporation No.2 dba Cintas Document Management.
9. Service Agreement for Physician Locum Tenens Coverage Fees in Acceptance Letter, dated July 24, 2009, by and between Amory HMA, LLC dba Gilmore Regional Medical Center and CompHealth.
10. Hospitalist Professional Services Agreement, dated December 1, 2014, by and between Amory HMA, LLC dba Gilmore Regional Medical Center and Comprehensive Hospitalists of MS, LLC.
11. Lease Agreement, dated March 10, 2005, by and between Cross Creek Properties, LLC and Gilmore Development.
12. Master Lease Agreement, dated, April 29, 2011, by and between De Lage Landen Financial Services Inc. and Amory HMA, LLC dba Gilmore Regional Medical Center as supplemented by Master Lease Schedule No. 1 and Master Lease Schedule No. 2.
13. Radiology Medical Director Agreement, dated June 29, 2016, by and between Amory HMA, LLC d/b/a Merit Health Gilmore Memorial and Donald Bradford Russel, Sr., MD
14. Recruitment Agreement, dated November 3, 2016, by and among Amory HMA, LLC dba Merit Health Gilmore Memorial, Donald Livingston, MD, and Physicians & Surgeons Clinic, PLLC.
15. Master Security Services Agreement, dated November 9, 2015, by and between Dothan Security, Inc. and Merit Health Gilmore Hospital, as modified by Exhibit A Site Addendum for Security Services at Participating Facility Pursuant to the Master Security Services Agreement, dated February 18, 2016.
16. Physician Employment Agreement, dated May 1, 2017, by and between Amory Regional Physicians, LLC and Dwight McComb, M.D.
17. Recruitment Agreement, dated November 3, 2016, by and among Amory HMA, LLC d/b/a Merit Health Gilmore Memorial, Erin Livingston, MD, and Physicians & Surgeons Clinic, PLLC.
18. GE Service Agreement, dated May 1, 2017, by and between Gilmore Memorial Hospital and General Electric Company, through its division GE Healthcare.
19. Physician Employment Agreement, dated September 24, 2015, by and between Amory HMA Physician Management and Gerald Parker, MD
20. Master Management Services Agreement dated January 1, 2015, by and between Healogics Wound Care & Hyperbaric Services, Inc. and Gilmore Regional Medical Center, as supplemented by that certain Master Management Services Facility Addendum, dated December 19, 2014, as modified by that certain Letter Agreement, dated May 22, 2017.
21. Food and Nutrition Services Management Agreement, dated November 1, 2017, by and between Gilmore Memorial Hospital and its assigns and HHS Culinary and Nutrition Solutions, LLC and its assigns.
22. Housekeeping Management and Services Agreement, dated November 1, 2017, by and between Gilmore Memorial Hospital and its assigns and HHS Environmental Services, LLC and its assigns.
23. Maintenance Agreement, dated June 27, 2014, by and between Gilmore Memorial Hospital and Hologic Inc.
24. Service Agreement, dated August 31, 2017, by and between Hamilton Primary Med Clinic and HORIBA Instruments Incorporated dba HORIBA Medical.
25. Physician Employment Agreement, dated February 1, 2018, by and between Amory Regional Physicians, LLC and James Lewis, MD.

26. Physician Employment Agreement, dated November 1, 2017, by and between Amory Regional Physicians, LLC and James S. Woodard, MD.
27. Contractor Stat Testing Agreement, dated March 19, 2010, by and between Amory HMA, Inc. d/b/a/ Gilmore Memorial Regional Medical Center and Laboratory Corporation of America Holdings.
28. Contract Therapy Services Agreement, dated July 30, 2015, by and between LTC Rehab 2, LLC of Mississippi and Amory HMA, LLC d/b/a Merit Health Gilmore Memorial.
29. Memorandum of Understanding, dated August 1, 2012, by and between Amory HMA Physician Management LLC and Lyon & Company, Inc.
30. Nurse Practitioner Employment Agreement, dated August 25, 2017, by and between Amory Regional Physicians, LLC and Matt Harris, NP.
31. MRI Agreement, dated June 9, 2011, by and between Med Imaging LLC and Amory HMA, Inc. d/b/a/ Gilmore Memorial Regional Medical Center.
32. Physician Employment Agreement, dated November 16, 2016, by and between Amory Physician Management, LLC and Michael Boland, MD.
33. Public Hospital Service Agreement, dated June 15, 2017, by and between Mississippi Blood Services and Gilmore Memorial Hospital.
34. Emergency Department Agreement, dated September 1, 2017, by and between Mississippi Emergency Physician Services, LLC and Amory Regional Medical Center, Inc. d/b/a/ Gilmore Memorial Hospital.
35. Outside Services Agreement, dated June 18, 2017, by and between Amory Regional Medical Center, Inc., D/B/A Gilmore Memorial Hospital and North Mississippi Medical Center, Inc.
36. Northfield/MHGM Repair Services Agreement, dated August 15, 2015, by and between Northfield Medical, LLC and Amory HMA, LLC d/b/a/ Merit Health Gilmore Memorial.
37. Equipment Service Agreement, dated July 27, 2017, by and between Olympus America Inc. and Amory Regional Medical Center, Inc. DBA Gilmore Memorial Hospital, pursuant to Endoscopy Commitment Agreement (ECA) for HealthTrust Members, dated July 14, 2017, by and between Olympus America Inc. and Amory Regional Medical Center.
38. Exclusive Agreement for Anesthesiology Services, dated October 4, 2013, by and between Amory HMA, LLC d/b/a Gilmore Memorial Regional Medical Center and Anesthesia Associates of Mississippi.
39. Equipment Purchase Order pursuant to CHS/Philips Quote # CHS051216-0501, dated June 14, 2016, by and between Philips Healthcare and Gilmore Memorial Hospital
40. Lease, dated June 2, 2011, by and between Amory HMA, LLC and Philips Medical Capital, LLC, as modified by FMV Renewal Contract, dated, August 8, 2016.
41. Nurse Practitioner Employment Agreement, dated January 1, 2018, by and between Amory Regional Physicians, LLC and Rebecca Claire Northington, NP.
42. Nurse Practitioner Employment Agreement, dated February 13, 2017, by and between Amory HMA Physician Management, LLC and Sharla Saylor, ANP.
43. Equipment Lease, dated February 27, 2013, by and between Amory HMA, LLC d/b/a Gilmore Memorial Regional Medical Center and Siemens.
44. Agreement for Independent Contractor, dated April 7, 2016, by and between Amory HMA LLC d/b/a/ Merit Health Gilmore Memorial and Spencer Landscapes and Designs, LLC, d/b/a SLD, LLC.
45. Software Application Support and Maintenance Agreement, dated December 1, 2005, by and between Soft Computer Consultants, Inc. and Gilmore HMA, Inc.
46. Transcription Services Agreement, dated June 29, 2017, by and between Amory Regional Medical Center, LLC and SoftScript, Inc.

47. Sleep Diagnostic Services Agreement, dated August 22, 2017, by and between Southeast Sleep, LLC and Amory Regional Medical Center, Inc.
48. Hospital Service Agreement, dated May 1, 2017, by and among Specialists on Call, Inc., Tele-Physicians, P.C. dba Specialists on Call Physicians and as Mississippi Tele-Physicians, and Amory Regional Medical Center, Inc. dba Gilmore Memorial Hospital.
49. Master Services Agreement, by and between CHSPSC, LLC and STAT Imaging Solutions, LLC, as supplemented by that certain Schedule Order A Document Conversion Services and Schedule Order B Release of Protected Health Information (ROI), dated August 12, 2015.
50. Vendor Agreement Purchase Order, dated October 5, 2016, by and between Steris Corporation and Gilmore Memorial Regional Medical Center.
51. ProCareSM Services Agreement, dated May 20, 2015, by and between Stryker Sales Corporation and Gilmore Memorial Hospital.
52. Nurse Practitioner Employment Agreement, dated March 3, 2018, by and between Amory Regional Physicians, LLC and Teresa Stanford, CFNP.
53. Nurse Practitioner Employment Agreement, dated December 1, 2016, by and between Amory HMA Physician Management, LLC and Tim Watson, NP.
54. Transcription Services Agreement, dated June 26, 2008, by and between Transcend Services, Inc. and Gilmore Memorial Regional Medical Center.
55. Master Service Order Form to the U.S. Services Agreement, dated July 28, 2014, by and between Amory HMA Inc. and Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a/ Verizon Business Services and the affiliates listed in the Guide.
56. Radiology Services Agreement, dated July 10, 2015, by and between Merit Health Gilmore Hospital and Virtual Radiologic Corporation.
57. Equipment Lease Agreement, dated July 3, 2008, by and between Winthrop Resources Corporation and Health Management Associates, Inc, as supplemented by schedules.
58. Call Coverage Agreement, dated October 1, 2014, by and between Amory HMA, LLC dba Gilmore Regional Medical Center and Woodrow Brand, MD.
59. Cost Per Impression Agreement, dated August 23, 2016, by and between Gilmore Memorial Hospital and Xerox Financial Services, LLC.
60. Physician Employment Agreement, dated October 31, 2016, by and between Amory HMA Physician Management, LLC and Zhear Al-Godi, MD.
61. Master Lease, by and between CHCT Mississippi, LLC and Amory Regional Medical Center, Inc., dated April 27, 2017 (404 Gilmore Dr., Amory, MS 38821).
62. Master Lease, by and between CHCT Mississippi, LLC and Amory Regional Medical Center, Inc., dated April 27, 2017 (1107 Earl Frye Blvd., Amory, MS 38821).
63. Master Lease, by and between CHCT Mississippi, LLC and Amory Regional Medical Center, Inc., dated April 27, 2017 (1111 Earl Frye Blvd., Amory, MS 38821).
64. Master Lease, by and between CHCT Mississippi, LLC and Amory Regional Medical Center, Inc., dated April 27, 2017 (1127 Earl Frye Blvd., Amory, MS 38821).
65. Master Lease, by and between CHCT Mississippi, LLC and Amory Regional Medical Center, Inc., dated April 27, 2017 (305 Highway 45 N., Aberdeen, MS 39730).
66. Professional Services Agreement, dated September 1, 2018, by and between Amory Regional Physicians, LLC and Roger Ratliff, M.D.
67. Professional Services Agreement, dated July 30, 2018, by and between Amory Regional Medical Center, Inc. dba Gilmore Memorial Hospital and Richard E. Thompson, M.D.

<b>Counterparty</b>	<b>Contract Description</b>
Access Family Health Services, Inc.	Memorandum of Understanding
Account Resolution Team, Inc.	Collection Service Agreement
Advanced Sterilization Products Services, Inc. Johnson & Johnson Advanced Sterilization	Service Agreement (Non-Clinical)
Aesynt Incorporated, a wholly owned subsidiary of Omnicell, Inc.	Pharmacy Automation and Order Management System Statement of Work
Amory Chips, Inc.	Occupational Health Services
Amory Regional Medical Center, Inc. and Amory Regional Physicians, Inc. (Landlord and Tenant interests)	Real Estate Lease - Clinic Corp Lease—Full Time /1107 Earl Frye Blvd; Gilmore Medical Arts Center for Dr. Zhear Al Godi, Dr. Jose Tavaréz
Amory Regional Medical Center, Inc. and Amory Regional Physicians, Inc. (Landlord and Tenant interests)	Real Estate Lease - Clinic Corp Lease—Full Time /1127 Earl Frye Blvd; Sports and Wellness Complex for Dr. Benjamin Boatright
Amory Regional Medical Center, Inc. and Amory Regional Physicians, Inc. (Landlord and Tenant interests)	Real Estate Lease - Clinic Corp Lease—Full Time / 404 Gilmore Drive; Care Plus Family Medical Clinic for Dr. Gerald Parker, Sharla Saylors, and Teresa Stanford
Amory Regional Medical Center, Inc. and Amory Regional Physicians, Inc. (Landlord and Tenant interests)	Real Estate Lease - Clinic Corp Lease—Full Time / 1107 Earl Frye Blvd; Gilmore Medical Arts Center for Dr. Roger Ratliff, Dr. Dwight McComb, and Dr. Brunel Gomez de Tavaréz
Amory Surgery Clinic	Assignment/Assumption Agreement (Evergreen)
Avreo	Contract

<b>Counterparty</b>	<b>Contract Description</b>
Baby-Friendly, USA, Inc.	Letter of Intent for Accreditation Services
Baptist Health Services Group of the MD South, Inc.	Hospital Payor Agreement
Baptist Memorial Hospital Golden Triange	Patient Transfer Agreement
Beckman Coulter, Inc.	Service Agreement (Chemistry Analyzer and Synchron)
Beckman Coulter, Inc.	Equipment Lease
Beckman Coulter, Inc	Service and Supply Agreement
Biomerieux MO (Equipment/Supplies)	Maintenance, Support and Service Agreement
Blue Cross and Blue Shield of Mississippi	Hospital Payor Agreement (Evergreen)
Michael Boland, MD	Employment Agreement
Bugs-B-Gone Inc.	Pest Control Agreement
Kirk Caddell, MD	Physician Recruiting Agreement
Canon Financial Services Inc.	Equipment Lease (Radiographic System Upgrade)
Carrier Commercial Services	Maintenance, Support and Service Agreement (Equipment/Supplies)
Certified Laboratories	Maintenance Agreement
Children's of Mississippi Neonatal Intensive Care Unit	Transfer Agreement
Vern Christensen, DPM PA	Real Estate Lease (Hospital as Landlord) (Fulltime) – Suite 1 and Suite 2
Cigna Health and Life Insurance Company	Hospital Payor Agreement

<b>Counterparty</b>	<b>Contract Description</b>
City of Amory	Memorandum of Understanding
CMS Imaging , Inc.	Equipment Lease Quote 201707-3347
Richard K. Cole, M.D	Medical Director
Coventry HealthCare Inc.	Hospital Payor Agreement
Cross Creek Properties, LLC	Lease Agreement
Crystal Springs Water of Mississippi	Purchase Agreement
Digitec Medical Service Corporation	Service Agreement (Radiology)
Diversicare of Amory, LLC	Professional Services Agreement (Hospital Based)
Draeger Medical, Inc.	Maintenance, Support and Service Agreement (Equipment/Supplies)
Dude Solutions, Inc.	Subscription Agreement
ENV Services Inc.	Maintenance, Support and Service Agreement (Equipment/Supplies)
Bryan Fagan, MD	Real Estate Lease (Hospital as Landlord) (Part Time)
First Choice Health Plan of Mississippi, LLC	Hospital Payor Agreement (Evergreen)
GE Financial Services	(GE Healthcare IITS USA Corp) (Stryker Endoscopy)
General Biomedical Service, Inc .	Maintenance, Support and Services Agreement (Equipment/Supplies)
General Electric Company	Equipment Purchase Agreement
Gentiva Hospice	Professional Services Agreement (Hospital Based)

<b>Counterparty</b>	<b>Contract Description</b>
GMED, Inc.	Software: Maintenance and Support
GO Box Environmental LLC	Service Agreement (Storage Containers)
Gulf Coast Dietetic Internship	Student Clinical Affiliation Agreement
Kayla Halfacre	Service Agreement (Non-Clinical)
Healogics Specialty Physicians of Mississippi, LLC	Management Services
Helton Family Dental Care	Occupational Health Services
Hoat Hoang, M.D.	Real Estate Lease (Hospital as Landlord) (Fulltime)
Hoate Hoang, MD	Physician Advisor
ITT Engineered Valves	Service Agreement (Clinical)
Johnson Controls	Software: Maintenance and Support
KEPRO	Memorandum of Understanding
LTC Rehab 22, LLC of Mississippi	Service Agreement (Clinical)
Magnolia Health Plan, Inc.	Managed Care Agreement
Magnolia Health Plan, Inc..	Hospital Payor Agreement
Merit Health River Oaks	Patient Transfer Agreement
Mid-South Medical Imaging, LLC	Lease Agreement 9
Mid-South Nuclear Services, LLC	Service Agreement (Radiology)



<b>Counterparty</b>	<b>Contract Description</b>
Mississippi Department of Rehabilitation	Professional Services Agreement (Hospital Based)
Mississippi Lions Eye Bank	Organ Donor Agreement
Mississippi Organ Recovery Agency	Donor Agreement
Mississippi Physicians Care Network	Hospital Payor Agreement
Mississippi State Department of Health	Hospital Payor Agreement
Mississippi University for Women	Clinical Affiliation Agreement
Mom365, Inc.	Outside Services Agreement (Non-Clinical)
Motionsoft Inc.	Software Maintenance & Support
MSDS Online	Subscription Agreement
North Mississippi Medical Center, Inc.	Patient Transfer Agreement
Northwest Alabama Hearing Clinic, Inc.	Professional Services Agreement
Oak Tree Manor Assisted Living	Service Agreement
Otolaryngology Associates, Ltd.	Lease
Outcome Sciences, LLC	Participation Agreement
Philips Healthcare	Service & Supply Agreement
Philips Healthcare	Maintenance, Support and Service Agreement (Equipment/Supplies)
Philips Healthcare	Maintenance, Support and Service Agreement (Equipment/Supplies)

<b>Counterparty</b>	<b>Contract Description</b>
Pioneer Health Services of Monroe County	Service Agreement (Clinical)
Pitney Bowes Global Fin Srv	Equipment Lease
Pitney Bowes	Office Equipment Lease (Postage Machine)
Premier Healthcare Solutions, Inc.	Data Use & Sharing Agreement
Presto-X	Pest Control Agreement
Refined Imaging Solutions, LLC	Service Agreement
Misty Robbins	Independent Contractor Agreement
Ruder Hospital Dentistry, PC	Lease
Safety-Kleen Systems, Inc.	Service Agreement (Waste Disposal)
Shearer Richardson Memorial Nursing Home	Transfer Agreement
Siemens Industry, Inc.	Maintenance, Support and Services Agreement (Equipment/Supplies)
Sightpath Medical, LLC	Professional Services Agreement (Physician)
Specialcare Hospital Management Corporation	Professional Service Agreement (Other)
Stat Informatic Solutions, LLC	HIPPA Agreement
State Systems, Inc.	Software Maintenance & Support
Stericycle, Inc.	Professional Services Agreement

<b>Counterparty</b>	<b>Contract Description</b>
Steris Corporation	(Steris (US Endoscopy) (Steris IMS Inc.)
Timothy Strickland	Independent Contractor Agreement
Stryker Instruments	Maintenance, Support and Services Agreement (Equipment/Supplies)
Swisslog Healthcare Solutions	Maintenance, Support and Services Agreement (Equipment/Supplies)
Taylor Power Systems	Maintenance Agreement
Tech Systems Inc.	Maintenance, Support and Service Agreement (Equipment/Supplies)
Teleflex Medical Incorporated	Service & Supply Agreement
Triwest Healthcare Alliance Corporation	Hospital Payor Agreement (Evergreen)
Tupelo Pathology Group, PA	Professional Services Agreement (Physician)
United Blood Services Inc.	Blood & Plasma Agreements
United Healthcare Insurance Company	Hospital Payor Agreement
University of Mississippi Medical Center	Transfer Agreement
University Physicians PLLC	Professional Services Agreement (Physician)
US Med-Equip Inc.	Equipment Lease (Various Equipment)
USF Group, Inc.	Service & Supply Agreement
Var Technology Finance	Equipment Lease (Nutanix Server)
Virtual Radiologic Corporation	Service Agreement (Radiology)

<b>Counterparty</b>	<b>Contract Description</b>
Werfen USA LLC	Service Agreement (Laboratory)
Willow Anesthesia Services, LLC	Professional Services Agreement (Steris or Lights/Ortho Equipment)
James S. Woodard, MD	Independent Contractor (PSA)
Wren Body Works	Occupational Health Services
Xerox Corporation Inc.	Office Equipment Lease (Copiers)
MRS	Mammography Reporting System
OB GE Centricity	Labor and Delivery Monitoring
PIMMS	Scheduling and Procedure Documentation and Charging
SENTRI 7	Pharmacy and Infection Control
ExitCare	Educational Materials at Discharge
Faxstarr	Faxing orders and Transcription
3M	Service Agreement
Abbott Laboratories	Service Agreement
Abbot Point of Care	Contract
AMA	CPT Codes
Athena	Service Agreement
Elliot Data Systems, Inc.	IFS Capital Lease Agreement Sphinx Enterprise Software

<b>Counterparty</b>	<b>Contract Description</b>
Experian Passport	Service Agreement
INIOSITY	Service Agreement
First Data Bank	Drug Data Bank
International Finance Services	Office Equipment Lease (Kronos Badge Reader-Facilities)
Interqual	Service Agreement (Evergreen)
McKesson	Service Agreement (Evergreen)
MedHost	Service Agreement
Medical Interactive	Service Agreement
MicroSoft	Service Agreement
Milliman	Benefit Contract
Pharmacy Onesource/Wolters Kluwer	Service Agreement
Pitney Bowes	Office Equipment Lease (Postage Machine)
Sentri7	Service Agreement
Sequal Report Writing	Microsoft Software
Sirius Computer Solutions/Nutranix	Service Agreement
SureScripts	E-Prescribing Software
Trinisys	Service Agreement

<b>Counterparty</b>	<b>Contract Description</b>
Var Technology Finance	Office Equipment Lease (Nutanix Server-Corporate)
Wolters Kluwer MediSpan	Clinical Drug Interaction
Your Care Universe	Service Agreement

**Schedule 4.17(b)**  
**Violations Under Assumed Contracts**

*None.*

**Schedule 4.18**  
**Personal Property**

*See attached.*



**AMORY REGIONAL PHYSICIANS  
Depreciation Schedule**

<b>DESCRIPTION</b>	<b>SERVICE DATE</b>	<b>COST</b>	<b>EST. USEFUL LIFE</b>	<b>MONTHLY DEPREC. EXPENSE</b>	<b>MONTHS IN SERVICE At 09/30/18</b>	<b>A/D At 09/30/18</b>
FF&E (At Acquisition Date)	5/1/2017	69,544.67	3	1,931.80	17.00	32,840.54
Athena Billing System	1/1/2018	<u>20,325.37</u>	5	<u>338.76</u>	9	<u>3,048.81</u>
		89,870.04		2,270.55		35,889.34

**Amory Regional Physicians, LLC**

**NBV at 5/1/17**

	<u>Ext</u>		
000275	000	PENTRA 400 A	2,057.14
000265	000	Hematology an	1,371.43
000259	000	MED EQUIPM	1,314.29
000294	000	XRAY UPGRA	1,257.15
000295	000	XRAY UPGRA	1,257.15
000296	000	XRAY UPGRA	1,257.15
000262	000	ULTRASOUND	1,085.71
000333	000	TELEPHONE	13,454.77
000311	000	RENOVATION	8,907.15
000276	000	CBC MACHIN	680.00
000310	000	RENOVATION	5,652.50
000261	000	MED EQUIPM	531.42
000263	000	ACT DIFF HEM	462.86
000272	000	Hamilton Med	462.86
000283	000	Desk, chair, co	457.14
000268	000	Gastro clinic-E	422.86
000239	000	Audiology Equ	405.71
000278	000	FURNITURE -	360.00
000260	000	MED EQUIPM	354.29
000238	000	Exam Room E	325.71
000293	000	LAB DAQ 4 PO	257.14
000285	000	FLOOR COVE	250.00
000269	000	GI FURNITUR	241.43
000303	000	EKG MACHIN	2,160.00
000286	000	PHONE SYST	218.56
000287	000	EXAM TABLES	211.43
000274	000	HAMILTON SI	2,257.50
000279	000	Vital signs/BP	191.41
000273	000	HAMILTON M	165.71
000236	000	(35) LA-Z-BOY	158.56
000291	000	PHONE SYST	140.00
000270	000	PHYS DESK/B	132.86
000308	000	LAPTOP & CA	962.42
000324	000	LAPTOPS	1,063.88
000280	000	Diagnostic Sys	120.00
000307	000	LAPTOP AND	1,251.87
000331	000	LAPTOP-Tim W	1,274.11
000267	000	Gastro clinic-w	118.56
000320	000	LAPTOP DR. G	927.79
000326	000	AED plus PS S	1,110.17
000334	000	LAPTOP FOR	1,200.21
000240	000	Audio Microsco	100.00
000327	000	PROVIDER LA	800.43
000330	000	LAPTOP	800.43
000302	000	COMPUTER	537.97
000266	000	DEFIB WHEEL	95.71
000241	000	ATRIA 3100	91.43
000337	000	LAPTOP FOR	1,022.92
000338	000	LAPTOP FOR	1,022.91
000339	000	LAPTOP FOR	1,022.91
000340	000	MCCOMB LAP	1,084.28
000329	000	PHONES	872.26
000288	000	BASE COVER	81.43

000284	000	COUNTER	80.00
000322	000	RX PRINTER	606.04
000309	000	WET/DRY VAC	465.09
000325	000	LAPTOPS	531.94
000341	000	LAPTOP DR B	772.83
000305	000	FLOOR BUFF	386.31
000306	000	FLOOR BUFF	399.64
000335	000	XRAY EQUIP	596.16
000336	000	XRAY EQUIP	596.16
000323	000	DESKTOP CO	419.13
000304	000	SCANNER	270.01
000332	000	DUPLEX CAR	241.43
000321	000	WHEELCHAIR	<u>156.35</u>

69,544.67 NBV of Clinic Assets Acquired on 5/1/17

**Gilmore Memorial Hospital - Amory, MS**  
**Equipment Detail**  
**09/30/18**

			Estimated		As of		Months in	2018	
	Service	Acquisition	Useful	Monthly	12/31/17	A/D As of	Service	Deprec.	A/D as of
Description	Date	Cost	Life	Depreciation	Months In-Service	12/31/17	During 2018	Exp. YTD	09/30/18
<b>FF&amp;E</b>									
002019 ENSURE SOX	5/1/2017	5,014.81	5	83.58	8	668.64	9	752.22	1,420.86
000028 ER CENTAL M	5/1/2017	5,214.29	5	86.90	8	695.24	9	782.14	1,477.38
000029 X-RAY C-ARM	5/1/2017	5,357.14	5	89.29	8	714.29	9	803.57	1,517.86
002223 VERSACARE	5/1/2017	5,435.41	5	90.59	8	724.72	9	815.31	1,540.03
002224 VERSACARE	5/1/2017	5,435.41	5	90.59	8	724.72	9	815.31	1,540.03
002225 VERSACARE	5/1/2017	5,435.41	5	90.59	8	724.72	9	815.31	1,540.03
002220 VERSACARE	5/1/2017	5,435.42	5	90.59	8	724.72	9	815.31	1,540.04
002221 VERSACARE	5/1/2017	5,435.42	5	90.59	8	724.72	9	815.31	1,540.04
002222 VERSACARE	5/1/2017	5,435.42	5	90.59	8	724.72	9	815.31	1,540.04
000377 RUBBER FLO	5/1/2017	5,496.67	5	91.61	8	732.89	9	824.50	1,557.39
001987 EMERGENCY	5/1/2017	5,531.77	5	92.20	8	737.57	9	829.77	1,567.33
002076 MONUMENT C	5/1/2017	5,598.09	5	93.30	8	746.41	9	839.71	1,586.13
002003 LIFT GOLVO M	5/1/2017	5,622.67	5	93.71	8	749.69	9	843.40	1,593.09
002218 PROFESSION	5/1/2017	5,630.07	5	93.83	8	750.68	9	844.51	1,595.19
001951 MAGTEK CAR	5/1/2017	5,698.75	5	94.98	8	759.83	9	854.81	1,614.65
000017 FETAL HEART	5/1/2017	5,714.29	5	95.24	8	761.91	9	857.14	1,619.05
001912 LIFE SAFETY	5/1/2017	5,797.17	5	96.62	8	772.96	9	869.58	1,642.53
002242 BAYER CASS	5/1/2017	6,000.13	5	100.00	8	800.02	9	900.02	1,700.04
002229 MONUMENT C	5/1/2017	6,028.17	5	100.47	8	803.76	9	904.23	1,707.98
001981 MISC MONUM	5/1/2017	6,395.99	5	106.60	8	852.80	9	959.40	1,812.20
000025 FURNITURE	5/1/2017	6,571.43	5	109.52	8	876.19	9	985.71	1,861.91
001831 MOLD REMED	5/1/2017	6,630.00	5	110.50	8	884.00	9	994.50	1,878.50
002241 NEW DIETAR	5/1/2017	6,648.89	5	110.81	8	886.52	9	997.33	1,883.85
002161 MEDHOST/SIE	5/1/2017	6,694.25	5	111.57	8	892.57	9	1,004.14	1,896.70
001903 INSTALLATIO	5/1/2017	6,765.21	5	112.75	8	902.03	9	1,014.78	1,916.81
002214 MONUMENT C	5/1/2017	6,843.03	5	114.05	8	912.40	9	1,026.45	1,938.86
000392 STRETCHER	5/1/2017	6,852.09	5	114.20	8	913.61	9	1,027.81	1,941.43
000033 TELEPHONE	5/1/2017	6,857.14	5	114.29	8	914.29	9	1,028.57	1,942.86
002158 PROFESSION	5/1/2017	6,955.00	5	115.92	8	927.33	9	1,043.25	1,970.58
001964 AIR CURTAIN	5/1/2017	7,188.16	5	119.80	8	958.42	9	1,078.22	2,036.65

002093	BROKEN SCR	5/1/2017	7,351.85	5	122.53	8	980.25	9	1,102.78	2,083.02
001953	SW BUILD	5/1/2017	7,455.70	5	124.26	8	994.09	9	1,118.36	2,112.45
002134	(5) SLEEPER	5/1/2017	7,554.52	5	125.91	8	1,007.27	9	1,133.18	2,140.45
001959	CHOLEDCH	5/1/2017	7,646.04	5	127.43	8	1,019.47	9	1,146.91	2,166.38
000382	STRYKER BE	5/1/2017	7,684.53	5	128.08	8	1,024.60	9	1,152.68	2,177.28
000022	X-RAY GAMM	5/1/2017	7,857.15	5	130.95	8	1,047.62	9	1,178.57	2,226.19
000005	X-RAY SPECI	5/1/2017	7,857.15	5	130.95	8	1,047.62	9	1,178.57	2,226.19
002099	CONTROLLER	5/1/2017	8,103.23	5	135.05	8	1,080.43	9	1,215.48	2,295.92
002143	MPS HARDWA	5/1/2017	8,277.87	5	137.96	8	1,103.72	9	1,241.68	2,345.40
001840	THUNDERBEA	5/1/2017	8,495.55	5	141.59	8	1,132.74	9	1,274.33	2,407.07
000027	SCANNER CT	5/1/2017	8,571.42	5	142.86	8	1,142.86	9	1,285.71	2,428.57
002034	RAPID IMPL	5/1/2017	8,601.19	5	143.35	8	1,146.83	9	1,290.18	2,437.00
000359	STRETCHER	5/1/2017	8,859.50	5	147.66	8	1,181.27	9	1,328.93	2,510.19
001972	HVAC SYSTE	5/1/2017	9,048.60	5	150.81	8	1,206.48	9	1,357.29	2,563.77
000318	HVAC STUDY	5/1/2017	9,826.16	5	163.77	8	1,310.15	9	1,473.92	2,784.08
001883	HYSTEROSCO	5/1/2017	10,081.61	5	168.03	8	1,344.21	9	1,512.24	2,856.46
002028	CEILING/DRY	5/1/2017	10,297.37	5	171.62	8	1,372.98	9	1,544.61	2,917.59
002195	MASTER SER	5/1/2017	10,839.49	5	180.66	8	1,445.27	9	1,625.92	3,071.19
001931	NEW EXTERIO	5/1/2017	10,888.71	5	181.48	8	1,451.83	9	1,633.31	3,085.13
001839	RTU REPLAC	5/1/2017	11,166.51	5	186.11	8	1,488.87	9	1,674.98	3,163.84
001967	LIFE SAFETY	5/1/2017	11,281.45	5	188.02	8	1,504.19	9	1,692.22	3,196.41
002141	(3) STRETCH	5/1/2017	11,653.13	5	194.22	8	1,553.75	9	1,747.97	3,301.72
002040	REPAIRS REC	5/1/2017	12,009.10	5	200.15	8	1,601.21	9	1,801.37	3,402.58
000381	BUCKY BUYO	5/1/2017	12,071.43	5	201.19	8	1,609.52	9	1,810.71	3,420.24
001901	OB Meaningul	5/1/2017	12,095.67	5	201.59	8	1,612.76	9	1,814.35	3,427.11
001977	COMPRESSO	5/1/2017	12,185.88	5	203.10	8	1,624.78	9	1,827.88	3,452.67
002026	CASH REGIST	5/1/2017	12,234.31	5	203.91	8	1,631.24	9	1,835.15	3,466.39
002012	VRAD INTERF	5/1/2017	12,373.94	5	206.23	8	1,649.86	9	1,856.09	3,505.95
002018	SYSTEM CEN	5/1/2017	12,916.71	5	215.28	8	1,722.23	9	1,937.51	3,659.73
001994	SENTRI7 SITE	5/1/2017	13,061.31	5	217.69	8	1,741.51	9	1,959.20	3,700.70
002100	78 METAL WH	5/1/2017	13,197.25	5	219.95	8	1,759.63	9	1,979.59	3,739.22
000307	CART DRS AU	5/1/2017	13,226.58	5	220.44	8	1,763.54	9	1,983.99	3,747.53
002059	SLEEPER SO	5/1/2017	13,325.36	5	222.09	8	1,776.71	9	1,998.80	3,775.52
002036	HARDWARE E	5/1/2017	13,841.25	5	230.69	8	1,845.50	9	2,076.19	3,921.69
000366	APC SMART U	5/1/2017	14,393.48	5	239.89	8	1,919.13	9	2,159.02	4,078.15
002006	REPLACE HE	5/1/2017	14,886.90	5	248.12	8	1,984.92	9	2,233.04	4,217.96
001878	WARMER PAN	5/1/2017	14,951.32	5	249.19	8	1,993.51	9	2,242.70	4,236.21
002155	HILL-ROM WE	5/1/2017	14,973.51	5	249.56	8	1,996.47	9	2,246.03	4,242.49
001913	PATIENT POR	5/1/2017	15,604.17	5	260.07	8	2,080.56	9	2,340.63	4,421.18
002163	ENDOSCOPE	5/1/2017	15,877.70	5	264.63	8	2,117.03	9	2,381.66	4,498.68

002252	AC UNIT 25 TO	5/1/2017	16,223.76	5	270.40	8	2,163.17	9	2,433.56	4,596.73
000383	LOGIC 7 LEAS	5/1/2017	16,250.08	5	270.83	8	2,166.68	9	2,437.51	4,604.19
000332	SLEEPER SO	5/1/2017	16,703.33	5	278.39	8	2,227.11	9	2,505.50	4,732.61
002156	TS3200 TAPE	5/1/2017	17,644.54	5	294.08	8	2,352.61	9	2,646.68	4,999.29
002011	MONUMENT C	5/1/2017	18,191.63	5	303.19	8	2,425.55	9	2,728.74	5,154.30
001984	MEANINGFUL	5/1/2017	18,535.70	5	308.93	8	2,471.43	9	2,780.36	5,251.78
002108	TABLE REFUR	5/1/2017	18,549.21	5	309.15	8	2,473.23	9	2,782.38	5,255.61
002013	LFGI-4USP (P	5/1/2017	18,759.92	5	312.67	8	2,501.32	9	2,813.99	5,315.31
002042	MONUMENT/S	5/1/2017	19,149.29	5	319.15	8	2,553.24	9	2,872.39	5,425.63
002039	MOBILE CT S	5/1/2017	19,500.00	5	325.00	8	2,600.00	9	2,925.00	5,525.00
000394	POWER INJEC	5/1/2017	20,682.17	5	344.70	8	2,757.62	9	3,102.33	5,859.95
002245	NURSE CALL	5/1/2017	20,764.90	5	346.08	8	2,768.65	9	3,114.74	5,883.39
002104	GLIDSCOPE	5/1/2017	22,281.94	5	371.37	8	2,970.93	9	3,342.29	6,313.22
002145	WASHER MIL	5/1/2017	22,584.43	5	376.41	8	3,011.26	9	3,387.66	6,398.92
002150	REPROCESS	5/1/2017	23,497.19	5	391.62	8	3,132.96	9	3,524.58	6,657.54
001995	KRONOS CON	5/1/2017	24,394.99	5	406.58	8	3,252.67	9	3,659.25	6,911.91
002032	SQL SERVER	5/1/2017	24,678.57	5	411.31	8	3,290.48	9	3,701.79	6,992.26
001978	PAINT KITCHE	5/1/2017	24,766.27	5	412.77	8	3,302.17	9	3,714.94	7,017.11
001870	SERVERS HO	5/1/2017	25,822.71	5	430.38	8	3,443.03	9	3,873.41	7,316.43
002030	VENTILATOR	5/1/2017	25,978.99	5	432.98	8	3,463.87	9	3,896.85	7,360.71
002004	SIGNAGE PHA	5/1/2017	26,663.70	5	444.40	8	3,555.16	9	3,999.56	7,554.72
002078	IPOD TOUCH	5/1/2017	27,353.95	5	455.90	8	3,647.19	9	4,103.09	7,750.29
002126	MOVE ASSET	5/1/2017	27,944.59	5	465.74	8	3,725.95	9	4,191.69	7,917.63
001928	DRILL REMB M	5/1/2017	28,975.23	5	482.92	8	3,863.36	9	4,346.28	8,209.65
001879	GIRAFFE OMN	5/1/2017	29,179.17	5	486.32	8	3,890.56	9	4,376.88	8,267.43
001985	MEANINGFUL	5/1/2017	30,047.18	5	500.79	8	4,006.29	9	4,507.08	8,513.37
002109	TRANSCUTAN	5/1/2017	30,212.90	5	503.55	8	4,028.39	9	4,531.94	8,560.32
002116	SIGNAGE - CL	5/1/2017	30,274.29	5	504.57	8	4,036.57	9	4,541.14	8,577.72
001872	SOFTLAB HO	5/1/2017	43,258.86	5	720.98	8	5,767.85	9	6,488.83	12,256.68
002173	360 ENCOMP	5/1/2017	44,260.76	5	737.68	8	5,901.43	9	6,639.11	12,540.55
002197	LAB/MIC UPG	5/1/2017	51,600.68	5	860.01	8	6,880.09	9	7,740.10	14,620.19
002240	LEASE BUYO	5/1/2017	53,181.60	5	886.36	8	7,090.88	9	7,977.24	15,068.12
000376	SELENIA MAM	5/1/2017	55,002.75	5	916.71	8	7,333.70	9	8,250.41	15,584.11
000004	INSTRUMENT	5/1/2017	57,142.86	5	952.38	8	7,619.05	9	8,571.43	16,190.48
000308	MOLD REMED	5/1/2017	59,773.10	5	996.22	8	7,969.75	9	8,965.97	16,935.71
002140	ACCUDOSE E	5/1/2017	62,386.63	5	1,039.78	8	8,318.22	9	9,357.99	17,676.21
001900	OB MEANING	5/1/2017	62,518.80	5	1,041.98	8	8,335.84	9	9,377.82	17,713.66
000277	Urology Clinic	5/1/2017	63,000.00	5	1,050.00	8	8,400.00	9	9,450.00	17,850.00
002118	CONVECTION	5/1/2017	69,911.35	5	1,165.19	8	9,321.51	9	10,486.70	19,808.22
001999	ARTHROSCO	5/1/2017	70,636.96	5	1,177.28	8	9,418.26	9	10,595.54	20,013.81

000402	160 HALL RES	5/1/2017	77,203.30	5	1,286.72	8	10,293.77	9	11,580.50	21,874.27
001983	CPOE IMPLEM	5/1/2017	82,104.95	5	1,368.42	8	10,947.33	9	12,315.74	23,263.07
002117	MANOSCAN S	5/1/2017	84,635.55	5	1,410.59	8	11,284.74	9	12,695.33	23,980.07
001948	STERILIZER V	5/1/2017	88,019.60	5	1,466.99	8	11,735.95	9	13,202.94	24,938.89
002244	iE33 PREOWN	5/1/2017	90,004.12	5	1,500.07	8	12,000.55	9	13,500.62	25,501.17
002014	SYSTEM (LPS	5/1/2017	98,574.60	5	1,642.91	8	13,143.28	9	14,786.19	27,929.47
000326	ULTRASOUND	5/1/2017	101,621.37	5	1,693.69	8	13,549.52	9	15,243.21	28,792.72
001834	ICU CENTRAL	5/1/2017	110,871.04	5	1,847.85	8	14,782.81	9	16,630.66	31,413.46
002062	DIETARTY RE	5/1/2017	112,326.22	5	1,872.10	8	14,976.83	9	16,848.93	31,825.76
001833	TELEMETRY	5/1/2017	118,834.84	5	1,980.58	8	15,844.65	9	17,825.23	33,669.87
001875	HILL-ROM HO	5/1/2017	134,460.87	5	2,241.01	8	17,928.12	9	20,169.13	38,097.25
002008	DIETARY REN	5/1/2017	137,021.06	5	2,283.68	8	18,269.47	9	20,553.16	38,822.63
002190	DA VINCI ROB	5/1/2017	163,042.59	5	2,717.38	8	21,739.01	9	24,456.39	46,195.40
001836	GI CENTRAL S	5/1/2017	166,089.74	5	2,768.16	8	22,145.30	9	24,913.46	47,058.76
001989	NURSE CALL	5/1/2017	188,047.47	5	3,134.12	8	25,073.00	9	28,207.12	53,280.12
001918	OB MEANING	5/1/2017	301,340.59	5	5,022.34	8	40,178.75	9	45,201.09	85,379.83
001973	INGENUITY 64	5/1/2017	464,919.73	5	7,748.66	8	61,989.30	9	69,737.96	131,727.26
	Vital Signs Monitor (5)	6/1/2017	7,201.00	7	85.73	7	600.08	9	771.54	1,371.62
	Vital Signs Monitor with Stand	6/1/2017	1,698.26	7	20.22	7	141.52	9	181.96	323.48
	Wound Care Door	6/1/2017	4,174.00	15	23.19	7	162.32	9	208.70	371.02
	Hill-Rom Stretcher	7/1/2017	2,577.56	12	17.90	6	107.40	9	161.10	268.50
	GEM Premier 3500 ABG Machine	7/1/2017	4,500.00	7	53.57	6	321.43	9	482.14	803.57
	GEM Premier 3500 ABG Machine	7/1/2017	4,500.00	7	53.57	6	321.43	9	482.14	803.57
	Treadmill - X-ray	9/1/2017	31,769.60	8	330.93	4	1,323.73	9	2,978.40	4,302.13
	Rack - Data Center	10/1/2017	1,392.51	8	14.51	3	43.52	9	130.55	174.06
	Nutanix Server - Capital Lease	12/1/2017	111,682.88	3	3,102.30	1	3,102.30	9	27,920.72	31,023.02
	PACS System - MidSouth Imaging	12/1/2017	17,997.50	5	299.96	1	299.96	9	2,699.63	2,999.58
	Endovaginal Probe	1/1/2018	6,400.00	7	76.19	-	-	9	685.71	685.71
	Fluke Tester - Cardio-Pulmonary	1/1/2018	3,208.76	7	38.20	-	-	9	343.80	343.80
	Recliners for Cataract Surgery	1/1/2018	4,032.00	12	28.00	-	-	9	252.00	252.00
	Stryker Equipment	1/1/2018	73,938.00	5	1,232.30	-	-	9	11,090.70	11,090.70
	Urine Analyzer - Lab - McKesson CER 754-005	2/1/2018	7,222.22	7	85.98	-	-	8	687.83	687.83
	Canon Equipment - Capital Lease	2/1/2018	238,758.73	5	3,979.31	-	-	8	31,834.50	31,834.50

GMED Computer System -Endoscopy	3/1/2018	31,534.00	7	375.40	-	-	7	2,627.83	2,627.83
Kronos Badge Reader - Capital Lease	3/1/2018	43,853.33	7	522.06	-	-	7	3,654.44	3,654.44
Swimming Pool Heater	4/1/2018	4,995.00	7	59.46	-	-	6	356.79	356.79
MedHost System Conversion - ESTIMATED	4/1/2018	2,463,109.02	5	41,051.82	-	-	6	246,310.90	246,310.90
Stryker Endoscopy - Video Monitor for Surgery CER 754-012	6/1/2018	17,160.00	7	204.29	-	-	4	817.14	817.14
ManoScan ESO Z Catheter for Surgery CER 754-013	7/1/2018	16,888.34	5	281.47			4	1,125.89	1,125.89
<b>TOTAL FF&amp;E</b>		<u>7,578,337.63</u>		<u>126,598.78</u>		<u>603,723.02</u>		<u>1,007,766.14</u>	<u>1,610,363.27</u>



**Schedule 4.20(a)**  
**List of Facilities**

Gilmore Memorial Hospital  
1105 Earl Frye Blvd.  
Amory, MS 38821  
Owned Real Property  
Amory Regional Medical Center, Inc.

Aberdeen Clinic  
305 Highway 45 North  
Aberdeen, MS 39730  
Leased Real Property  
CHCT Mississippi, LLC

Sports and Wellness Center (Fitness Center)  
1111 Earl Frye Blvd.  
Amory, MS 38821  
Leased Real Property  
CHCT Mississippi, LLC

Amory Family Medicine Clinic  
404 Gilmore Drive  
Amory, MS 38821  
Leased Real Property  
CHCT Mississippi, LLC

Fulton Family Medical Center  
Claire Northington, NP  
302 Hospital Road  
Fulton, MS  
Leased Real Property  
Itawamba County Board of Supervisors

Hamilton Primary Medicine Clinic  
James Woodard, M.D.  
Matt Harris, NP  
40023 Cross Creek Drive  
Leased Real Property  
Cross Creek Properties, LLC

Amory Pediatric Clinic  
Zhear Godi, M.D.  
1107 Earl Frye Blvd., Ste. 5  
Amory, MS  
Leased Real Property  
CHCT Mississippi, LLC

Amory Specialty Clinic  
Internal Medicine and Gastroenterology  
Dwight McComb, M.D.  
Ben Boatright, M.D.  
Tim Watson, NP  
1107 Earl Frye Blvd., Ste. 6  
Amory, MS  
Leased Real Property  
CHCT Mississippi, LLC

Family Medicine Clinic  
Gerald Parker, M.D.  
Michael Bolan, M.D.  
Teresa Stanford, NP  
Sharla Saylor, NP  
404 Gilmore Drive  
Amory, MS  
Leased Real Property  
CHCT Mississippi, LLC

**Schedule 4.20(b)**  
**Owned Real Property**

1. Hospital Property owned by Amory Regional Medical Center, Inc.
  - a. 1105 Earl Frye Boulevard, Amory, MS 38821 (PPIN # 15909) (*see attached deed*)
2. Properties located in Amory, Mississippi owned by NW Alabama Real Estate, LLC (addresses unknown (*see attached deed*))
  - a. PPIN # 15849
  - b. PPIN # 15850
  - c. PPIN # 21701
  - d. PPIN # 21702
  - e. PPIN # 30291
  - f. PPIN # 21705

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**PREPARED BY:**

Bradley Arant Boult Cummings LLP  
Attn: David Dillender  
1600 Division Street, Suite 700  
Nashville, TN 37203  
615.252.2301

**REVIEW FOR COMPLIANCE WITH  
MISSISSIPPI RECORDING STATUTE  
ONLY BY AND WHEN RECORDED  
RETURN TO:**

Baker, Donelson, Bearman, Caldwell and Berkowitz, P.C.  
Attn: William S. Mendenhall (MS Bar#2869)  
One Eastover Center  
100 Vision Drive, Suite 400  
Jackson, Mississippi 39211  
(601) 351.2400

**Grantor's Address:**

Amory HMA, LLC  
4000 Meridian Boulevard  
Franklin, Tennessee 37067  
Attention: General Counsel  
615.465.7000

**Grantee's Address:**

Amory Regional Medical Center, Inc.  
1721 Midpark Road, Suite B200  
Knoxville, Tennessee 37921  
Attention: Chief Executive Officer  
865.269.4074

**INDEXING INSTRUCTIONS: part of the SW ¼ §31 T12S R8W Monroe County, MS**

**SPECIAL WARRANTY DEED**

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, **AMORY HMA, LLC**, a Mississippi limited liability company (successor by conversion of Amory HMA, Inc.) ("Grantor"), does hereby sell, convey and warrant specially unto **AMORY REGIONAL MEDICAL CENTER, INC.**, a Tennessee nonprofit corporation

("Grantee"), that certain real property located and situated in Monroe County, Mississippi, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by reference, together with all buildings, improvements and fixtures thereon, and all rights, privileges and easements appurtenant thereto (the "Property").

Without expanding the scope of Grantor's special warranty, the Property is conveyed subject to, and there is hereby excepted from the special warranty of this conveyance, the encumbrances and other matters set forth on Exhibit B, which is attached hereto and incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor, acting by and through its duly authorized representative, has executed this instrument on this the 27<sup>th</sup> day of April, 2017.

**AMORY HMA, LLC,**  
a Mississippi limited liability company

By: [Signature]  
Terry H. Hendon, Vice President

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27<sup>th</sup> day of April, 2017, within my jurisdiction, the within named Terry H. Hendon, who acknowledged to me that he is Vice President of **AMORY HMA, LLC**, a Mississippi limited liability company (successor by conversion of Amory HMA, Inc.), and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My Commission expires:  
9-11-2017  
(seal)



[Signature]  
Notary Public

My Commission Expires SEPT 11, 2017

## **EXHIBIT A**

### **Description of the Property**

#### **PARCEL 2**

##### **Tract I: Main Facility**

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

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

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

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

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

## **EXHIBIT B**

### **Permitted Encumbrances**

1. Taxes and assessments for the year 2017 and subsequent years, not yet due and payable.
2. Rights of tenants pursuant to unrecorded leases that have been previously disclosed to Grantee.
3. Easements, restrictions and other matters of record.
4. Zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Property.
5. Unrecorded easements, discrepancies, boundary line disputes, overlaps, encroachments and other matters that would be revealed by an accurate survey or inspection of the Property.
6. Any encumbrances or defects that do not, and could not reasonably be expected to, materially interfere with the operation of the Property in a manner consistent with the current use by Grantor.
7. Terms and conditions contained in Special Warranty Deed from Gilmore Memorial Hospital, Incorporated, a Mississippi non-profit corporation to Amory HMA, Inc., a Mississippi corporation, effective December 1, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057690.
8. Order of the Monroe County Board of Supervisors Vacating the Map and Plat of the Home Mortgage & Realty Company, Inc. Extension to Gilmore Sanitarium Addition to Oak Park Subdivision dated November 10, 2005, filed of record November 23, 2005 as Instrument Number 20057559.
9. Right-of-Way Grant from Gilmore Memorial Hospital to Mississippi Valley Gas Company dated April 14, 1983 and recorded in Book 275 Page 119.
10. Right-of-Way Grant from Gilmore Sanitarium, Inc. to Mississippi Valley Gas Company dated April 14, 1983 and recorded in Book 275 Page 121.
11. Ordinance No. 1454 of the City of Amory, Monroe County, Mississippi dated May 1, 1984, and recorded in Book 283 Page 86.
12. Surveyor's Certificate from Engineering Solutions, Inc. dated November 22, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057687.
13. Memorandum of Right of First Refusal executed by Gilmore Memorial Hospital, Incorporated, a Mississippi non-profit corporation dated November 29, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057691.
14. Certificate of Incorporation of Amory HMA, Inc. a Delaware corporation dated September 23, 2008, filed of record April 13, 2009 and recorded as Instrument Number 2009002394.

15. Affidavit of Amory HMA, LLC (successor by conversion of Amory HMA, Inc., a Delaware corporation as successor by merger to Amory HMA, Inc., a Mississippi corporation) dated December 1, 2014, filed of record December 10, 2014 and recorded as Instrument Number 2014006847 and filed of record December 18, 2014 and recorded as Instrument 2014007009.
16. Ordinance No. 1483 of the City of Amory recorded in Book 318 Page 367.
17. Matters reflected on survey by Blew & Associates, PA, dated April 20, 2017, and designated as Job No. 17-03-002:001.



Filed By: shillhouse	Filed: 5/4/2017 1:58 PM	Number: 2017002198	MONROE Chancery	Ronnie Boozer	Published: 5/4/2017 1:41 PM
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**PREPARED BY:**

Bradley Arant Boult Cummings LLP  
Attn: David Dillender  
1600 Division Street, Suite 700  
Nashville, TN 37203  
615.252.2301

**REVIEW FOR COMPLIANCE WITH  
MISSISSIPPI RECORDING STATUTE  
ONLY BY AND WHEN RECORDED  
RETURN TO:**

Baker, Donelson, Bearman, Caldwell and Berkowitz, P.C.  
Attn: William S. Mendenhall (MS Bar#2869)  
One Eastover Center  
100 Vision Drive, Suite 400  
Jackson, Mississippi 39211  
(601) 351.2400

**Grantor's Address:**

Amory HMA, LLC  
4000 Meridian Boulevard  
Franklin, Tennessee 37067  
Attention: General Counsel  
615.465.7000

**Grantee's Address:**

NW Alabama Real Estate, LLC  
1721 Midpark Road, Suite B200  
Knoxville, Tennessee 37921  
Attention: President  
865.269.4074

**INDEXING INSTRUCTIONS:** Lots 6, 7, 8, 9, 10, 11 and 12 of Block 11 and Lots 8, 9, 10, 11, 12, 13 and 14 of Block 8 of the Gilmore Sanitarium Addition of The Oak Park Subdivision of the City of Amory; NE ¼ of SE ¼ of §36 T12S R19W and SW ¼ of NW ¼ of §31 T12 S R18 W, Amory; and NE ¼ of SW ¼ §28 T14S R7E, Aberdeen, all in Monroe County, MS

**SPECIAL WARRANTY DEED**

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, **AMORY HMA, LLC**, a Mississippi limited liability company

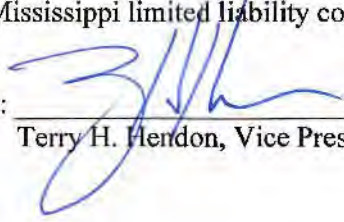
("Grantor"), does hereby sell, convey and warrant specially unto **NW ALABAMA REAL ESTATE, LLC**, a Tennessee limited liability company ("Grantee"), that certain real property located and situated in Monroe County, Mississippi, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by reference, together with all buildings, improvements and fixtures thereon, and all rights, privileges and easements appurtenant thereto (the "Property").

Without expanding the scope of Grantor's special warranty, the Property is conveyed subject to, and there is hereby excepted from the special warranty of this conveyance, the encumbrances and other matters set forth on Exhibit B, which is attached hereto and incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor, acting by and through its duly authorized representative, has executed this instrument on this the 27<sup>th</sup> day of April, 2017.

**AMORY HMA, LLC,**  
a Mississippi limited liability company

By:   
Terry H. Hendon, Vice President

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27<sup>th</sup> day of April, 2017, within my jurisdiction, the within named Terry H. Hendon, who acknowledged to me that he is Vice President of **AMORY HMA, LLC**, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My Commission expires:  
9-11-2017  
(seal)



  
Notary Public

My Commission Expires SEPT. 11, 2017

## EXHIBIT A

### Description of the Property

#### PARCEL 2

##### Tract II: Former Longenecker Property and White Storage Building

Lots Six, Seven, Eight, Nine, Ten, Eleven, and Twelve in Block Eleven of the Gilmore Sanitarium Addition of The Oak Park Subdivision in the City of Amory, Monroe County, Mississippi.

AND ALSO: Commencing at a Railroad Spike (found) in Earl Frye Boulevard and recognized as being the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 36, Township 12 South, Range 19 West, Monroe County, Mississippi; thence run South for a distance of 430.88 feet to a point; thence run West for a distance of 348.74 feet to a ½" rebar (found) and being on the west right-of-way of 8<sup>th</sup> Street for a POINT OF BEGINNING; thence leaving said right-of-way run South 87 degrees 52 minutes 29 seconds West for a distance of 450.00 feet to a ½" rebar (found); thence run North 01 degrees 33 minutes 16 seconds West for a distance of 52.00 feet to a ½" rebar (set); thence run North 87 degrees 52 minutes 45 seconds East for a distance of 30.00 feet to a ½" rebar (set); thence run North 01 degrees 33 minutes 16 seconds West for a distance of 20.01 feet to a ½" rebar (set); thence run North 87 degrees 52 minutes 45 seconds East for a distance of 420.00 feet to a ½" rebar (set) on the west right-of-way of 8<sup>th</sup> street; thence run along said right-of-way South 01 degrees 33 minutes 16 seconds East for a distance of 71.97 feet to the POINT OF BEGINNING.

##### Tract III: Family Medicine Clinic

Lots Eight, Nine, Ten, Eleven, Twelve, Thirteen and Fourteen in Block Eight of the Gilmore Sanitarium Addition to The Oak Park Subdivision in the City of Amory, Monroe County, Mississippi.

##### Tract IV: Parking Facility

Commencing at a Railroad Spike (found) in Earl Frye Boulevard and recognized as being the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 36, Township 12 South, Range 19 West, Monroe County, Mississippi; thence run West for a distance of 17.23 feet to a point; thence run South for a distance of 486.93 feet to a concrete nail and washer set on the west right-of-way of Earl Frye Boulevard (35 feet from centerline) for a POINT OF BEGINNING; thence run along said west right-of-way South 01 Degrees 31 Minutes 54 Seconds East a distance of 80 feet to a ¾ inch pipe found; thence continue along said right-of-way South 01 Degrees 31 Minutes 54 Seconds East for a distance of 134.00 feet to a ½ inch rebar set (35 feet from centerline); thence leaving said right-of-way run South 87 Degrees 58 Minutes 33 Seconds West for a distance of 270.06 feet to a ½ inch rebar set; thence run North 01 Degrees 31 Minutes 54 Seconds West a distance of 134.00 feet to a ¾ inch pipe found; thence continue North 01 Degrees 31 Minutes 54 Seconds West a distance of 80.00 feet to a concrete nail and washer set; thence run North 87

Degrees 58 Minutes 33 Seconds East for a distance of 270.06 feet to the POINT OF BEGINNING.

Tract V: Intentionally omitted.

Tract VI: Aberdeen Facility

Commencing at a 1 ½ inch pipe (found) and recognized as being the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 28, Township 14 South, Range 7 East, Monroe County, Mississippi; thence run East for a distance of 2941.70 feet to a point; thence run South for a distance of 35.71 feet to a concrete nail in a chisel mark (found) and being on the south right-of-way of U.S. Highway #45 (60 feet from centerline) for a POINT OF BEGINNING; thence run along said south right-of-way South 44 Degrees 20 Minutes 55 Seconds East for a distance of 105.06 feet to a railroad spike found; thence continue along said right-of-way South 44 Degrees 20 Minutes 55 Seconds East for a distance of 3.83 feet to a cotton picker spindle set; thence leaving said south right-of-way run South 44 Degrees 47 Minutes 49 Seconds West for a distance of 157.93 feet to a ½ inch rebar set; thence run South 43 Degrees 24 Minutes 30 Seconds West for a distance of 46.37 feet to a ¾ inch pipe found; thence run North 68 Degrees 30 Minutes 00 Seconds West for a distance of 115.00 feet to a ½ inch rebar set; thence run North 43 Degrees 47 Minutes 56 Seconds East for a distance of 251.43 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Commencing at a 1 ½ inch pipe (found) and recognized as being the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 28, Township 14 South, Range 7 East, Monroe County, Mississippi; thence run East for a distance of 2941.70 feet to a point; thence run South for a distance of 35.71 feet to a concrete nail in a chisel mark (found) and being on the south right-of-way of U.S. Highway #45 (60 feet from centerline); thence run along said south right-of-way South 44 Degrees 20 Minutes 55 Seconds East for a distance of 105.06 feet to a railroad spike found; thence continue along said right-of-way South 44 Degrees 20 Minutes 55 Seconds East for a distance of 3.83 feet to a cotton picker spindle set; thence leaving said south right-of-way run South 44 Degrees 47 Minutes 49 Seconds West for a distance of 157.93 feet to a ½ inch rebar set; thence run South 43 Degrees 24 Minutes 30 Seconds West for a distance of 33.07 feet to a ½ inch rebar set and the POINT OF BEGINNING; thence run South 43 Degrees 24 Minutes 30 Seconds West for a distance of 13.29 feet to a ¾ inch pipe found; thence run North 68 Degrees 30 Minutes 00 Seconds West for a distance of 115.00 feet to a ½ inch rebar set; thence run North 43 Degrees 47 Minutes 56 Seconds East for a distance of 13.33 feet to a ½ inch rebar set; thence run South 68 Degrees 30 Minutes 00 Seconds East for a distance of 114.90 feet to the POINT OF BEGINNING.

Tract VII: 1.042 acres situated in the SW ¼ of the NW ¼ of Section 31, T-12-S, R-18-W, Monroe County, Mississippi, and being more particularly described as follows:

Commencing at an existing spike in the pavement of South Boulevard marking the Southwest corner of the SW ¼ of the NW ¼ of Section 31, T-12-S, R-18-W, Monroe County, Mississippi, and run thence N 86 degrees 45 minutes 45 seconds E for 30.00 feet to an iron

pipe on the East right of way of said South Boulevard; thence run N 01 degrees 07 minutes 50 seconds W along the East right of way of South Boulevard for 390.00 feet to an iron rod; thence continue N 01 degrees 07 minutes 50 seconds W along the East right of way of said South Boulevard for 169.57 feet to a nail set in concrete; thence run S 84 degrees 36 minutes 44 seconds E for 170.88 feet to an iron rod for a POINT OF BEGINNING; thence run S 01 degrees 07 minutes 50 seconds E for 143.93 feet to an iron rod; thence run S 86 degrees 45 minutes 45 seconds W for 169.89 feet to an iron rod on the East right of way of said South Boulevard; thence run S 01 degrees 07 minutes 50 seconds E along the East right of way of said South Boulevard for 40.00 feet to an iron rod; thence run N 86 degrees 45 minutes 45 seconds E for 350.00 feet to an iron rod; thence run N 01 degrees 07 minute 50 seconds W for 348.22 feet to an iron rod on the South right of way of U.S. Highway #278; thence run N 66 degrees 22 minutes 53 seconds W along the South right of way of said U.S. Highway #278 for 44.05 feet to an iron rod; thence run S 01 degrees 07 minutes 50 seconds E for 205.35 feet to an iron rod; thence run N 84 degrees 36 minutes 44 seconds W for 140.90 feet to the point of beginning.

Tract VIII: Beginning at the Southwest corner of the Southwest quarter of the Northwest quarter of Section 31, Township 12, Range 18 West, and running thence East 380 feet to a stake; thence running North 350 feet; thence running West 380 feet; thence running South 350 feet to the point of beginning, and being in the Southwest quarter of the Northwest quarter of Section 31, Township 12, Range 18 West, Monroe County, Mississippi;

LESS AND EXCEPT therefrom a 30 foot strip off the entire West side thereof for the right of way of Boulevard Drive, and containing 2.8 acres, more or less.

## **EXHIBIT B**

### **Permitted Encumbrances**

#### **ALL PARCELS:**

1. Taxes and assessments for the year 2017 and subsequent years, not yet due and payable.
2. Rights of tenants pursuant to unrecorded leases that have been previously disclosed to Grantee.
3. Easements, restrictions and other matters of record.
4. Zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Property.
5. Unrecorded easements, discrepancies, boundary line disputes, overlaps, encroachments and other matters that would be revealed by an accurate survey or inspection of the Property.
6. Any encumbrances or defects that do not, and could not reasonably be expected to, materially interfere with the operation of the Property in a manner consistent with the current use by Grantor.

#### **PARCEL 2, Tracts II-VI**

7. Terms and conditions contained in Special Warranty Deed from Gilmore Memorial Hospital, Incorporated, a Mississippi non-profit corporation to Amory HMA, Inc., a Mississippi corporation, effective December 1, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057690.
8. Order of the Monroe County Board of Supervisors Vacating the Map and Plat of the Home Mortgage & Realty Company, Inc. Extension to Gilmore Sanitarium Addition to Oak Park Subdivision dated November 10, 2005, filed of record November 23, 2005 as Instrument Number 20057559.
9. Matters shown on Plats filed in Cabinet A Slot 48 and Cabinet A, Slot 76.
10. Right-of-Way Grant from Gilmore Memorial Hospital to Mississippi Valley Gas Company dated April 14, 1983 and recorded in Book 275 Page 119.
11. Right-of-Way Grant from Gilmore Sanitarium, Inc. to Mississippi Valley Gas Company dated April 14, 1983 and recorded in Book 275 Page 121.
12. Ordinance No. 1454 of the City of Amory, Monroe County, Mississippi dated May 1, 1984, and recorded in Book 283 Page 86.
13. Surveyor's Certificate from Engineering Solutions, Inc. dated November 22, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057687.



14. Surveyor's Certificate from Engineering Solutions, Inc. dated November 22, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057685.
15. Surveyor's Certificate from Engineering Solutions, Inc. dated November 22, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057686.
16. Surveyor's Certificate from Engineering Solutions, Inc. dated November 22, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057688.
17. Memorandum of Right of First Refusal executed by Gilmore Memorial Hospital, Incorporated, a Mississippi non-profit corporation dated November 29, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057691.
18. Affidavit of Adverse Possession executed by C. Herman Hester dated November 28, 2005, filed of record November 30, 2005 and recorded as Instrument Number 20057689.
19. Certificate of Incorporation of Amory HMA, Inc. a Delaware corporation dated September 23, 2008, filed of record April 13, 2009 and recorded as Instrument Number 2009002394.
20. Affidavit of Amory HMA, LLC (successor by conversion of Amory HMA, Inc., a Delaware corporation as successor by merger to Amory HMA, Inc., a Mississippi corporation) dated December 1, 2014, filed of record December 10, 2014 and recorded as Instrument Number 2014006847 and filed of record December 18, 2014 and recorded as Instrument 2014007009.
21. Ordinance No. 1483 of the City of Amory recorded in Book 318 Page 367.
22. Matters reflected on survey by Blew & Associates, PA dated April 20, 2017, and designated as Job No. 17-03-002:001.

**PARCEL 2, Tract VII**

23. Easement reserved in Warranty Deed from Glenn Enterprises, Inc. to Community Bank of Mississippi dated March 5, 2004, filed of record March 11, 2004 and recorded as Instrument 20041761.
24. Easement reserved in Warranty Deed from Community Bank of Mississippi to Community Bank, Amory dated May 1, 2006, filed of record May 31, 2006 and recorded as Instrument 20063745.
25. Easement reserved in Warranty deed from Community Bank, Amory to Amory HMA, Inc. dated July 21, 2006, filed of record July 31, 2006 and recorded as Instrument 20065069.
26. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
27. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
28. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not

shown by the Public Records. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

29. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
30. Matters reflected on survey by Blew & Associates, PA dated April 20, 2017, and designated as Job No. 17-03-002:001.

**PARCEL 2, Tract VIII**

31. Matters reflected on survey by Blew & Associates, PA dated April 20, 2017, and designated as Job No. 17-03-002:001.

Filed By: shillhouse	Filed: 5/4/2017 2:21 PM	Number: 2017002201	MONROE Chancery	Ronnie Boozer	Published: 5/4/2017 2:22 PM
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