

**Schedule 4.20(c)
Leased Real Property**

Address	Lease	Security Deposit	Assignment Approval Required?
404 Gilmore Dr., Amory, MS 38821	Lease by and between CHCT Mississippi, LLC (Lessor) and Amory Regional Medical Center, Inc. (Lessee) dated April 27, 2017	See Section 3.4 of Lease. Lessee to deposit 3 months' base rent as deducted from the sales proceeds with seller as security deposit	Yes, see Section 22.1 of the Lease.
1107 Earl Frye Blvd., Amory, MS 38821	Lease by and between CHCT Mississippi, LLC (Lessor) and Amory Regional Medical Center, Inc. (Lessee) dated April 27, 2017	See Section 3.4 of Lease. Lessee to deposit 3 months' base rent as deducted from the sales proceeds with seller as security deposit	Yes, see Section 22.1 of the Lease.
1111 Earl Frye Blvd., Amory, MS 38821	Lease by and between CHCT Mississippi, LLC (Lessor) and Amory Regional Medical Center, Inc. (Lessee) dated April 27, 2017	See Section 3.4 of Lease. Lessee to deposit 3 months' base rent as deducted from the sales proceeds with seller as security deposit	Yes, see Section 22.1 of the Lease.
1127 Earl Frye Blvd., Amory, MS 38821	Lease by and between CHCT Mississippi, LLC (Lessor) and Amory Regional Medical Center, Inc. (Lessee) dated April 27, 2017	See Section 3.4 of Lease. Lessee to deposit 3 months' base rent as deducted from the sales proceeds with seller as security deposit	Yes, see Section 22.1 of the Lease.
305 Highway 45 N., Aberdeen, MS 39730	Lease by and between CHCT Mississippi, LLC (Lessor) and Amory Regional Medical Center, Inc. (Lessee) dated April 27, 2017	See Section 3.4 of Lease. Lessee to deposit 3 months' base rent as deducted from the sales proceeds with seller as security deposit	Yes, see Section 22.1 of the Lease.
40023 Cross Creek Drive, Hamilton, MS 39746	Lease Agreement by and between Cross Creek Properties, LLC (Lessor) and Gilmore Development ("Lessee") dated March 10, 2005	N/A	Yes, see Section 5 of the Lease
302 Hospital Road Fulton, Mississippi 38843	Medical Office Space Lease by and between Itawamba County Board of Supervisors (Lessor) and Amory HMA Physician Management, LLC (Lessee) dated November 1, 2014	N/A	Yes, see Section 7 of the Lease

Schedule 4.20(d)
Rent Rolls

See attached.

Landlord	Location	Address	City	Type of Space	Name on lease	Eff. Date	Expiration	1st Extension	2nd Extension	3rd Extension	Rent Amount/month	Balance as of 11/12/18	Notes	
Merit Health Gilmore Memorial	Gilmore Memorial	1105 Earl Frye Blvd.	Amory, MS	Hospital space	Ear Nose & Throat - Robert H. Yarber, MD (TERMED)	Part time	11/1/2015	10/31/2016	11/1/16-1/31/17	2/1/17 - 4/30/17	5/1/17-10/31/18		Termed	
Merit Health Gilmore Memorial	Medical Arts Center	1107 Earl Frye Blvd. Suite 1	Amory, MS	Clinic space	Foot Specialists of Mississippi, Vern Christensen, DPM	Full time	2/1/2016	1/31/2018	Auto renewed			\$3,637.58	\$0	
Merit Health Gilmore Memorial	Medical Arts Center	1107 Earl Frye Blvd. Suite 2	Amory, MS	Clinic space	Foot Specialists of Mississippi, Vern Christensen, DPM	Full time	12/12/2016	12/31/2017	can auto renew		see above		\$0	
Merit Health Gilmore Memorial	Gilmore Memorial	1105 Earl Frye Blvd.	Amory, MS	Hospital space	Bryan C. Fagan, MD	Part time	11/1/2015	10/31/2016	11/1/16-1/31/17	2/1/17- 4/30/2017	5/1/17-10/31/18	\$737.95	\$737.95	upon 3rd extended term expiration lease will auto
Merit Health Gilmore Memorial	Gilmore Sports and Wellness	1127 Earl Frye Blvd. Suite B	Amory, MS	Wellness space	Amory Surgery Clinic - Suite B- Hoat Hoang, MD	Full time	7/1/2016	6/30/2019				\$4,904.44	\$0	
Merit Health Gilmore Memorial	Gilmore Sports and Wellness	1111 Earl Frye Blvd.	Amory, MS	Wellness space	Drayer Physical Therapy s/b/a Rehab at Work, Jim Williams	Full time	1/1/2014	12/31/2016	1/1/2017	3/31/2017	hold over	\$8,488.15	\$0	combined spaces eff. 5/1/2018
Merit Health Gilmore Memorial	Gilmore Sports and Wellness	1111 Earl Frye Blvd.	Amory, MS	Wellness space	Drayer Physical Therapy s/b/a Rehab at Work, Jim Williams (pool)	Part time	1/1/2014	12/31/2016	1/1/2017	3/31/2017	hold over	see above	\$0	combined eff. 5/1/2018
Cross Creek Properties, LLC	Hamilton Clinic	40023 Cross Creek Dr.	Hamilton, MS	Clinic space	Hamilton Primary Medicine - James Woodard, MD	Full time	3/10/2005	3/9/2020	15 yr.			\$5,400.00		
Itawamba County Board of Supervisors	Fulton Medical clinic	302 Hospital Road	Fulton, MS	Clinic space	Fulton Family - Claire Northington, FNP	Full time	11/1/2014	10/31/2019				\$2,000.00		
Merit Health Gilmore Memorial	Gilmore Sports and Wellness	1127 Earl Frye Blvd. Ste. A	Amory, MS	Clinic space	Amory Gastroenterology Clinic, Benjamin Thomas Boatright, MD	Full time	8/1/2016	auto renew						
Merit Health Gilmore Memorial	Family Medicine Clinic	404 Gilmore Drive	Amory, MS	Clinic space	Family Medicine Clinic - Gerald Parker, MD, Michael Boland, MD	Full time	8/1/2016	auto renew						
Merit Health Gilmore Memorial	Amory Pediatric Clinic	1107 Earl Frye Blvd.	Amory, MS	Clinic space	Amory Pediatric Clinic, Zhear Al-Godi, MD	Full time	8/1/2016	auto renew						
Merit Health Gilmore Memorial	Amory Specialty Clinic	1107 Earl Frye Blvd.	Amory, MS	Clinic space	Primary Medicine Clinic - Dwight McComb, MD	Full time	8/1/2016	auto renew						
Amory Regional Medical Center	Gilmore Memorial	1105 Earl Frye Blvd.	Amory, MS	Hospital space	Ruder Hospital Dentistry, P.C.	Part time	9/10/2018	auto renew				\$2,103.01	\$2,103.01	
Amory Regional Medical Center, Inc.	Gilmore Memorial	1105 Earl Frye Blvd.	Amory, MS	Hospital space	Otolaryngology Associates, LTD.	Part time	9/18/2018	auto renew				\$770.68	\$770.68	

Schedule 4.20(e)
Third Party Leases

None.

**Schedule 4.21
Insurance**

[REDACTED FOR COURT FILING]

Schedule 4.22(a)
Employee Benefit Plans

Benefit Plan	Location of Plan Info
PTO & EIB	Due Diligence Item 7.14
Medical	Due Diligence Item 7.07 & 5.03
Dental	Due Diligence Item 7.07 & 5.03
Vision	Due Diligence Item 7.07 & 5.03
Employer Provided Group Life & ADD	Due Diligence Item 7.07 & 5.03
Employee Voluntary Life & ADD	Due Diligence Item 7.07 & 5.03
Employee Voluntary Short-Term Disability	Due Diligence Item 7.07 & 5.03
Employee Voluntary Long-Term Disability	Due Diligence Item 7.07 & 5.03
Employee Voluntary Critical Illness	Due Diligence Item 7.07 & 5.03
Employee Voluntary Accident	Due Diligence Item 7.07 & 5.03
Flexible Spending Account (FSA)	Due Diligence Item 7.07 & 5.03
401k	Due Diligence Item 7.06 & 5.03

**Schedule 4.22(e)
Benefit Plan Proceedings**

None.

Schedule 4.22(g)
Payments under Benefit Plans

Upon the sale of Gilmore Memorial Hospital, the unvested portion of the employer match in the Curae Health 401k plan, is accelerated to fully vest plan participants.

Schedule 4.23(a)
Employees

[REDACTED FOR COURT FILING]

Schedule 4.23(c)
Labor Matters

1. Deborah Foster's Americans with Disabilities Act (ADA) claim against Curae Health, Inc.

Schedule 4.24
Litigation

1. HHS Culinary and Nutrition Solutions, LLC v. Amory Regional Medical Center, Inc., Case No.: 1:18cs84-SA-DAS. Complaint filed May 11, 2018.
 - a. Collection on account and breach of contract
 - b. HHS was providing culinary and dietary services to the hospital.
2. HHS Environmental Services, LLC v. Amory Regional Medical Center, Inc., Case No.: 1:18cs86-SA-DAS. Complaint filed May 11, 2018.
 - a. Collection on account and breach of contract
 - b. HHS was providing housekeeping services to the hospital.
3. Curae Health has identified overpayments made by WPS GHA for certain claims for services provided to swing bed patients at Gilmore Memorial Hospital during periods prior to Curae's ownership of the Hospital. The previous owner of the Hospital, CHS/Community Health Systems, Inc., has acknowledged such overpayments and has agreed to submit a refund to WPS GHA for such claims in the amount of \$257,647.00, as evidenced by that certain Letter Agreement by and between Curae Health and CHS, dated as of August __, 2018. The payment has been submitted to WPS GHA.
4. Gilmore Memorial Hospital was notified of potential overpayments made by Magnolia Health for certain claims for services provided to surgical dental patients at the Hospital during periods prior to and during Curae's ownership of the Hospital. The previous owner of the Hospital, CHS/Community Health Systems, Inc., has acknowledged such overpayments and has submitted an appeal to Magnolia Health requesting correctness of multiple procedure discounting per the Medicaid of Mississippi provider manual.
5. Curae Health was notified of potential overpayments made by WPS GHA for certain claims for services provided to wound care patients receiving hyperbaric oxygen therapy services during periods prior to Curae's ownership of the Hospital. The previous owner of the Hospital, CHS/Community Health Systems, Inc., has been notified of this overpayment notice.
6. Deborah Foster's Americans with Disabilities Act (ADA) claim against Curae Health, Inc.

Schedule 4.25
Tax Matters

1. Real and personal property taxes outstanding that are due to Monroe County, MS.

Schedule 4.26
Environmental Matters

See Phase 1 Assessments and Limited Asbestos Reports previously provided to Buyer.

Schedule 4.28
Affiliate Transactions

None.

Schedule 4.29
Brokers and Finders

1. Agreement with Morgan Stanley.

Schedule 5.2
Buyer Non-contravention

None.

Schedule 6.2
Conduct of Business

1. Lease by and between Amory Regional Medical Center, Inc. and Otolaryngology Associates, Ltd. dated September 18, 2018, for 1105 Earl Frye

**EXHIBIT A
SALE ORDER**

(to be attached)

EXHIBIT B
SALE PROCEDURES MOTION AND SALE PROCEDURES ORDER

See Case 3:18-bk-05665, Docket 079 (filed 8/31/2018) and Docket 260 (filed 9/28/2018)

**EXHIBIT C
LEASE ASSIGNMENTS**

This Instrument Prepared By:
Burr & Forman LLP
Attn: John F. Rogers, Jr., Esq.
222 Second Avenue South, Suite 2000
Nashville, Tennessee 37201
(615) 724-3226

**Reviewed for Compliance with Mississippi
Recording Requirements and When Recorded**

Return To:
Phelps Dunbar LLP
Attn: Robert C. Bass, Esq. (MS. Bar No. _____)
One Mississippi Plaza
201 S. Spring Street, Seventh Floor
Tupelo, MS 38804
(662) 690-8141

**INDEXING INSTRUCTIONS: TO THE CHANCERY CLERK OF _____ COUNTY
MISSISSIPPI:** The real property described herein is situated in
_____, County of _____, State of Mississippi,
all as more particularly described in **Exhibit A.** _____

ASSIGNMENT OF LEASES

ASSIGNOR: **AMORY REGIONAL MEDICAL CENTER, INC.**

(423) _____

ASSIGNEE: **MONROE HEALTH SERVICES, INC.**
c/o 830 South Gloster Street
Tupelo, Mississippi 38801
(662) 377-4229

ASSIGNMENT OF LEASES

WHEREAS, Amory Regional Medical Center, Inc., a Tennessee nonprofit corporation (the “Assignor”), previously entered into those certain Master Lease Agreements (collectively, the “Original Leases”), each dated as of April 27, 2017, with CHCT Mississippi, LLC, a Delaware limited liability company (the “Lessor”), regarding the leasing of certain tracts of real estate and improvements thereon located in the City of _____, County of _____, State of Mississippi, as more particularly described on **Exhibit A** attached hereto and incorporated herein fully by reference (the “Leased Properties”), memorandums of which have not been previously recorded;

WHEREAS, Assignor, among other of its affiliates, filed for bankruptcy protection under Chapter 11 of the United States Bankruptcy Code on August 24, 2018, and Assignor is a Debtor in Possession in that certain Chapter 11 Bankruptcy Case pending in the United States Bankruptcy Court for the Middle District of Tennessee (the “Court”) as Case No. _____;

WHEREAS, in conjunction with its bankruptcy, Assignor, together with other of its affiliates, entered into an Asset Purchase Agreement dated as of _____, 2018 (as amended, the “Asset Purchase Agreement”) with North Mississippi Health Services, Inc., a Delaware non-profit corporation qualified to do business in the State of Mississippi (the “Buyer”);

WHEREAS, on the date hereof, Assignor is conveying, transferring and assigning to Buyer, and/or Buyer’s designees, all right, title and interest of Assignor in various assets pursuant to the Asset Purchase Agreement and in accordance with that certain sale order of the Bankruptcy Court entered on _____, 2018 (the “Order”);

WHEREAS, pursuant to the Asset Purchase Agreement and the Order, Assignor desires to transfer, convey and assign its right, title and interest under the Original Leases to Monroe Health Services, Inc., a Delaware non-profit corporation qualified to do business in the State of Mississippi and an affiliate of Buyer (“Assignee”);

WHEREAS, this Assignment has been approved by Order entered by the Court in such bankruptcy case on November ____, 2018 and being recorded concurrently herewith, and this Assignment is made pursuant to the Order, governing provisions of the Bankruptcy Code, and the Rules of Bankruptcy Procedure; and

WHEREAS, Assignee desires to assume all of Assignor’s obligations under the Original Leases with respect to such Leased Properties, subject to amended and restated versions of the Original Leases (herein, the “Amended & Restated Leases”) being entered into concurrently herewith by and between Assignee, as successor lessee, and Lessor, as lessor, thereby amending, modifying and restating the Original Leases in all respects.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby transfers, assigns, and sets over to Assignee all of Assignor’s right, title and interest in, to and under the Original Leases and the property subject thereto, as such Original Leases are amended and restated in their entirety by the Amended & Restated Leases, and Assignee for itself and its successor and assigns accepts such assignment.

7. Subject to the terms and conditions of the Amended & Restated Leases, as of and from 12:00 p.m. Central Time on the Effective Date hereof as defined below, Assignee hereby assumes all of Assignor’s duties and obligations pursuant to the Original Leases, as amended and restated, with

respect to the Leased Properties but only as first arising and accruing from and after the Effective Date hereof. Except as set forth in the Asset Purchase Agreement, prior to the Effective Date hereof, Assignee does not assume, or agree to pay, perform or discharge, any Liabilities of the Assignor relating to the Original Leases or the Leased Properties (including, without limitation, the Excluded Liabilities as defined in the Asset Purchase Agreement).

8. This Assignment is subject and subordinate to all of the terms and provisions of the Asset Purchase Agreement, and to the extent of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail. Capitalized terms used in this Assignment without definition have the respective meanings given to them in the Asset Purchase Agreement.
9. This Assignment and the covenants and agreements contained herein shall binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. Each of Assignor and Assignee agree to execute such other documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the assignment and assumption contemplated hereby.
11. This Assignment of Leases may be modified or supplemented only by written agreement of the parties hereto. Further, this Assignment of Leases and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns.
12. This assignment may be executed in any number of counterparts bearing the signatures of one or more of the parties hereto, each of which shall constitute an original, but all of which, taken together, shall evidence but one and the same agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW}

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Leases effective as of and from this ____ day of December, 2018 (the “Effective Date”).

ASSIGNOR:

**AMORY REGIONAL MEDICAL CENTER,
INC.,**
a Tennessee nonprofit corporation

By: _____
Name: _____
Its: _____

{Insert MS. Compliant Notary Acknowledgement }

ASSIGNEE:

MONROE HEALTH SERVICES, INC.,
a Delaware non-profit corporation

By: _____
Name: _____
Its: _____

{Insert MS. Compliant Notary Acknowledgement }

EXHIBIT "A"

This Instrument Prepared By:

Burr & Forman LLP
Attn: John F. Rogers, Jr., Esq.
222 Second Avenue South, Suite 2000
Nashville, Tennessee 37201
(615) 724-3226

**Reviewed for Compliance with Mississippi
Recording Requirements and When Recorded**

Return To:

Phelps Dunbar LLP
Attn: Robert C. Bass, Esq. (MS. Bar No. _____)
One Mississippi Plaza
201 S. Spring Street, Seventh Floor
Tupelo, MS 38804
(662) 690-8141

**INDEXING INSTRUCTIONS: TO THE CHANCERY CLERK OF _____ COUNTY
MISSISSIPPI:** The real property described herein is situated in
_____, County of _____, State of Mississippi,
all as more particularly described in **Exhibit A**.

ASSIGNMENT OF LEASES

ASSIGNOR: **AMORY REGIONAL MEDICAL CENTER, INC.**

(423) _____

ASSIGNEE: **MONROE HEALTH SERVICES, INC.**
c/o 830 South Gloster Street
Tupelo, Mississippi 38801
(662) 377-4229

ASSIGNMENT OF LEASES

WHEREAS, Amory Regional Medical Center, Inc., a Tennessee nonprofit corporation (the “Assignor”), previously entered into those certain Master Lease Agreements (collectively, the “Original Leases”), each dated as of April 27, 2017, with CHCT Mississippi, LLC, a Delaware limited liability company (the “Lessor”), regarding the leasing of certain tracts of real estate and improvements thereon located in the City of _____, County of _____, State of Mississippi, as more particularly described on **Exhibit A** attached hereto (the “Leased Properties”), memorandums of which have not been previously recorded;

WHEREAS, Assignor, among other of its affiliates, filed for bankruptcy protection under Chapter 11 of the United States Bankruptcy Code on August 24, 2018, and Assignor is a Debtor in Possession in that certain Chapter 11 Bankruptcy Case pending in the United States Bankruptcy Court for the Middle District of Tennessee (the “Court”) as Case No. _____;

WHEREAS, in conjunction with its bankruptcy, Assignor, together with other of its affiliates, entered into an Asset Purchase Agreement dated as of _____, 2018 (as amended, the “Asset Purchase Agreement”) with North Mississippi Health Services, Inc., a Delaware non-profit corporation qualified to do business in the State of Mississippi (the “Buyer”);

WHEREAS, on the date hereof, Assignor is conveying, transferring and assigning to Buyer, and/or Buyer’s designees, all right, title and interest of Assignor in various assets pursuant to the Asset Purchase Agreement and in accordance with that certain sale order of the Bankruptcy Court entered on _____, 2018 (the “Order”);

WHEREAS, pursuant to the Asset Purchase Agreement and the Order, Assignor desires to transfer, convey and assign its right, title and interest under the Original Leases to Monroe Health Services, Inc., a Delaware non-profit corporation qualified to do business in the State of Mississippi and an affiliate of Buyer (“Assignee”);

WHEREAS, this Assignment has been approved by Order entered by the Court in such bankruptcy case on November ____, 2018 and being recorded concurrently herewith, and this Assignment is made pursuant to the Order, governing provisions of the Bankruptcy Code, and the Rules of Bankruptcy Procedure; and

WHEREAS, Assignee desires to assume all of Assignor’s obligations under the Original Leases with respect to such Leased Properties, subject to amended and restated versions of the Original Leases (herein, the “Amended & Restated Leases”) being entered into concurrently herewith by and between Assignee, as successor lessee, and Lessor, as lessor, thereby amending, modifying and restating the Original Leases in all respects.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby transfers, assigns, and sets over to Assignee all of Assignor’s right, title and interest in, to and under the Original Leases and the property subject thereto, as such Original Leases are amended and restated in their entirety by the Amended & Restated Leases, and Assignee for itself and its successor and assigns accepts such assignment.

13. Subject to the terms and conditions of the Amended & Restated Leases, as of and from 12:00 p.m. Central Time on the Effective Date hereof as defined below, Assignee hereby assumes all of Assignor’s duties and obligations pursuant to the Original Leases, as amended and restated, with

respect to the Leased Properties but only as first arising and accruing from and after the Effective Date hereof. Except as set forth in the Asset Purchase Agreement, prior to the date hereof, Assignee does not assume, or agree to pay, perform or discharge, any Liabilities of the Assignor relating to the Leased Properties (including, without limitation, the Excluded Liabilities as defined in the Asset Purchase Agreement).

14. This Assignment is subject and subordinate to all of the terms and provisions of the Asset Purchase Agreement, and to the extent of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail. Capitalized terms used in this Assignment without definition have the respective meanings given to them in the Asset Purchase Agreement.
15. This Assignment and the covenants and agreements contained herein shall binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
16. Each of Assignor and Assignee agree to execute such other documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the assignment and assumption contemplated hereby.
17. This Assignment of Leases may be modified or supplemented only by written agreement of the parties hereto. Further, this Assignment of Leases and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns.
18. This assignment may be executed in any number of counterparts bearing the signatures of one or more of the parties hereto, each of which shall constitute an original, but all of which, taken together, shall evidence but one and the same agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW}

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Leases effective as of and from this ____ day of December, 2018 (the “Effective Date”).

ASSIGNOR:

**AMORY REGIONAL MEDICAL CENTER,
INC.,**
a Tennessee nonprofit corporation

By: _____
Name: _____
Its: _____

{Insert MS. Compliant Notary Acknowledgement }

ASSIGNEE:

MONROE HEALTH SERVICES, INC.,
a Delaware non-profit corporation

By: _____
Name: _____
Its: _____

{Insert MS. Compliant Notary Acknowledgement }

EXHIBIT "A"

This Instrument Prepared By:

Burr & Forman LLP
Attn: John F. Rogers, Jr., Esq.
222 Second Avenue South, Suite 2000
Nashville, Tennessee 37201
(615) 724-3226

**Reviewed for Compliance with Mississippi
Recording Requirements and When Recorded**

Return To:

Phelps Dunbar LLP
Attn: Robert C. Bass, Esq. (MS. Bar No. _____)
One Mississippi Plaza
201 S. Spring Street, Seventh Floor
Tupelo, MS 38804
(662) 690-8141

**INDEXING INSTRUCTIONS: TO THE CHANCERY CLERK OF _____ COUNTY
MISSISSIPPI:** The real property described herein is situated in
_____, County of _____, State of Mississippi,
all as more particularly described in **Exhibit A**.

ASSIGNMENT OF LEASES

ASSIGNOR: **AMORY REGIONAL PHYSICIANS, LLC**

(423) _____

ASSIGNEE: **NORTH MISSISSIPPI GILMORE CLINICS, LLC**
c/o 830 South Gloster Street
Tupelo, Mississippi 38801
(662) 377-4229

ASSIGNMENT OF LEASES

WHEREAS, Amory Regional Physicians, LLC, a Tennessee limited liability company (the “Assignor”), previously entered into various leases agreements as more particularly described upon **Exhibit A** attached hereto and incorporated herein fully by reference (collectively, the “Leases”), regarding the leasing or, as the case may be, subleasing, to it or by it of certain premises within improvements upon parcels or tracts of real estate located in the City of _____, County of _____, State of Mississippi, as more particularly described on **Exhibit B** attached hereto and incorporated herein fully by reference (the “Leased Premises”)[[, memorandums of which have not been previously recorded]];

WHEREAS, Assignor, among other of its affiliates, filed for bankruptcy protection under Chapter 11 of the United States Bankruptcy Code on August 24, 2018, and Assignor is a Debtor in Possession in that certain Chapter 11 Bankruptcy Case pending in the United States Bankruptcy Court for the Middle District of Tennessee (the “Court”) as Case No. _____;

WHEREAS, in conjunction with its bankruptcy, Assignor, together with other of its affiliates, entered into an Asset Purchase Agreement dated as of _____, 2018 (as amended, the “Asset Purchase Agreement”) with North Mississippi Health Services, Inc., a Delaware non-profit corporation qualified to do business in the State of Mississippi (the “Buyer”);

WHEREAS, on the date hereof, Assignor is conveying, transferring and assigning to Buyer, and/or Buyer’s designees, all right, title and interest of Assignor in various assets pursuant to the Asset Purchase Agreement and in accordance with that certain sale order of the Bankruptcy Court entered on _____, 2018 (the “Order”);

WHEREAS, pursuant to the Asset Purchase Agreement and the Order, Assignor desires to transfer, convey and assign its right, title and interest under the Leases to North Mississippi Gilmore Clinics, LLC, a Mississippi limited liability company and an affiliate of Buyer (“Assignee”);

WHEREAS, this Assignment has been approved by Order entered by the Court in such bankruptcy case on November ____, 2018 [[and being recorded concurrently herewith]], and this Assignment is made pursuant to the Order, governing provisions of the Bankruptcy Code, and the Rules of Bankruptcy Procedure; and

WHEREAS, Assignee desires to assume all of Assignor’s obligations under the Leases with respect to such Leased Premises as successor lessee or, as the case may be, (sub)lessor.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby transfers, assigns, and sets over to Assignee all of Assignor’s right, title and interest in, to and under the Leases and the premises subject thereto, and Assignee for itself and its successor and assigns accepts such assignment.

19. As of and from 12:00 p.m. Central Time on the Effective Date hereof as defined below, Assignee hereby assumes all of Assignor’s duties and obligations pursuant to the Leases with respect to the Leased Premises but only as first arising and accruing from and after the Effective Date hereof. Except as set forth in the Asset Purchase Agreement, prior to the Effective Date hereof, Assignee does not assume, or agree to pay, perform or discharge, any Liabilities of the Assignor relating to the Leases or Leased Premises (including, without limitation, the Excluded Liabilities as defined in the Asset Purchase Agreement).

20. This Assignment is subject and subordinate to all of the terms and provisions of the Asset Purchase Agreement, and to the extent of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail. Capitalized terms used in this Assignment without definition have the respective meanings given to them in the Asset Purchase Agreement.
21. This Assignment and the covenants and agreements contained herein shall binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
22. Each of Assignor and Assignee agree to execute such other documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the assignment and assumption contemplated hereby.
23. This Assignment of Leases may be modified or supplemented only by written agreement of the parties hereto. Further, this Assignment of Leases and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns.
24. This assignment may be executed in any number of counterparts bearing the signatures of one or more of the parties hereto, each of which shall constitute an original, but all of which, taken together, shall evidence but one and the same agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW}

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Leases effective as of and from this ____ day of December, 2018 (the “Effective Date”).

ASSIGNOR:

AMORY REGIONAL PHYSICIANS, LLC,
a Tennessee limited liability company

By: _____
Name: _____
Its: _____

{Insert MS. Compliant Notary Acknowledgement }

ASSIGNEE:

**NORTH MISSISSIPPI GILMORE
CLINICS, LLC,**
a Mississippi limited liability company

By: _____
Name: _____
Its: _____

{Insert MS. Compliant Notary Acknowledgement }

EXHIBIT "A"

EXHIBIT D

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is made and entered into effective as of December 31, 2018 (the "Effective Date"), by and between [NAME], a [STATE] [ENTITY] ("Seller"), and [NAME], a [STATE] [ENTITY] ("Buyer").

RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated effective August 31, 2018 (the "Purchase Agreement") by and among Amory Regional Medical Center, Inc., a Tennessee non-profit corporation (with ARP, "Seller"), Amory Regional Physicians, LLC, a Tennessee limited liability company ("ARP"), Curae Health, Inc., a Tennessee non-profit corporation ("Curae") and North Mississippi Health Services, Inc., a Delaware non-profit corporation, or its designated controlled Affiliate ("Buyer" and collectively with Seller and Curae, the "Parties"), Buyer has agreed to acquire the Purchased Assets and Buyer and Seller now seek to consummate the assignment, conveyance and transfer of the Purchased Assets to the designees of the Buyer, including the Purchased Assets owned by the applicable Seller (the "Applicable Purchased Assets");

WHEREAS, this Bill of Sale is being delivered pursuant to Section 3.2I of the Purchase Agreement; and

WHEREAS, capitalized terms used in this Bill of Sale without definition have the respective meanings given to them in the Purchase Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants and agreements set forth in this Bill of Sale and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, applicable Seller and Buyer hereby agree as follows:

1. Sale and Assignment of Purchased Assets. Applicable Seller hereby irrevocably grants, sells, assigns, transfers, conveys and sets over (collectively, the "Sale and Assignment") unto Buyer the Applicable Purchased Assets, including, without limitation, the Assumed Contracts to which the applicable Seller is a party (the "Applicable Assumed Contracts"). Buyer hereby accepts the Sale and Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants of all of the Applicable Assumed Contracts.

2. Power of Attorney. Applicable Seller hereby constitutes and appoints the Buyer as the applicable Seller's true and lawful agent and attorney-in-fact, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the applicable Seller but on behalf and for the benefit of the Buyer and its successors and assigns, to demand, receive and collect any and all of the Applicable Acquired Assets and to give receipts and releases for and in respect of the same, and from time to time to institute and prosecute in the applicable Seller's name, or otherwise for the benefit of the Buyer and its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Buyer or its successors or assigns may deem proper for the collection or recovery of any of the Applicable Acquired Assets or for the collection and enforcement of any claim or right of any kind hereby sold, assigned, conveyed and transferred, or intended so to be, and to take any other actions and make, sign, execute, acknowledge and deliver any documents and instruments as may from time to time be necessary or appropriate to assign to the Buyer and its successors and assigns the Applicable Acquired Assets and all rights granted to the Buyer under the Purchase Agreement. Applicable Seller declares that

the foregoing powers are coupled with an interest and are and will be irrevocable by the applicable Seller or by its dissolution or in any manner or for any reason whatsoever. Nothing in this Section 2 will be deemed a waiver of any remedies otherwise available.

3. General. This Bill of Sale (a) is irrevocable and effective upon the Buyer's signature to and delivery of a manually signed copy of this Bill of Sale or facsimile or email transmission of the signature to this Bill of Sale in connection with the Closing, if and only if the Closing is completed; (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns; (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement; and (d) may be signed in counterparts, as provided in Section 13.16 of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this Bill of Sale, the provisions of the Purchase Agreement will control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment and Assumption Agreement effective as of the date first written above.

BUYER:

[NAME], a [STATE] [ENTITY]

By: _____

Name: _____

Its: _____

SELLER:

[NAME], a [STATE] [ENTITY]

By: _____

Name: _____

Its: _____

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into effective as of December 31, 2018 (the “Effective Date”), by and between [NAME], a [STATE] [ENTITY] (“Seller”), and [NAME], a [STATE] [ENTITY] (“Buyer”).

RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated effective August 31, 2018 (the “Purchase Agreement”) by and among Amory Regional Medical Center, Inc., a Tennessee non-profit corporation (with ARP, “Seller”), Amory Regional Physicians, LLC, a Tennessee limited liability company (“ARP”), Curae Health, Inc., a Tennessee non-profit corporation (“Curae”) and North Mississippi Health Services, Inc., a Delaware non-profit corporation, or its designated controlled Affiliate (“Buyer” and collectively with Seller and Curae, the “Parties”), Seller has agreed to assign and the designees of the Buyer have agreed to assume the Assumed Liabilities, and Buyer and Seller now seek to consummate the assignment and assumption of the Assumed Liabilities, including the Assumed Liabilities of the applicable Seller (the “Applicable Assumed Liabilities”);

WHEREAS, this Agreement is being delivered pursuant to Section 3.2(d) of the Purchase Agreement; and

WHEREAS, capitalized terms used in this Agreement without definition have the respective meanings given to them in the Purchase Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants and agreements set forth in this Agreement and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are whereby acknowledged, applicable Seller and Buyer hereby agree as follows:

1. Assignment and Assumption of Assumed Liabilities. Applicable Seller hereby irrevocably grants, sells, assigns, transfers, conveys and sets over (collectively, the “Assignment”) unto Buyer the Applicable Assumed Liabilities. Buyer hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants of, and to pay and discharge when due, all of the Applicable Assumed Liabilities. Notwithstanding the foregoing, the Buyer does not assume, or agree to pay, perform or discharge, any Liabilities of the applicable Seller (including, without limitation, the Excluded Liabilities) other than the Applicable Assumed Liabilities, and the parties hereto agree that all such Liabilities, other than the Applicable Assumed Liabilities, will remain the sole responsibility of the applicable Seller.

2. General. This Agreement (a) is irrevocable and effective upon the Buyer’s signature to and delivery of a manually signed copy of this Agreement or facsimile or email transmission of the signature to this Agreement in connection with the Closing, if and only if the Closing is completed; (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns; (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement; and (d) may be signed in counterparts, as provided in Section 13.16 of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this Agreement, the provisions of the Purchase Agreement will control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment and Assumption Agreement effective as of the date first written above.

BUYER:

[NAME], a **[STATE]** **[ENTITY]**

By: _____

Name: _____

Its: _____

SELLER:

[NAME], a **[STATE]** **[ENTITY]**

By: _____

Name: _____

Its: _____

EXHIBIT F

Name of Registrant:
Address of Registrant:
Pharmacy Permit:
DEA Registration:

LIMITED POWER OF ATTORNEY FOR USE OF PHARMACY LICENSE, DEA AND OTHER REGISTRATION NUMBERS, AND DEA ORDER FORMS

[NAME], a [STATE] [ENTITY] (“Seller”), which operates the healthcare facility known as “[NAME]” (“Registrant”), is authorized to sign the current applications for registration and licensure as the Registrant under the Controlled Substances Act of the United States, and is licensed to operate a pharmacy under the laws of the State of Mississippi. Seller and Registrant have made, constituted and appointed, and by these representations do make, constitute, and appoint [NAME], a [STATE] [ENTITY] (“Buyer”), as successor in interest to Seller, as Seller’s and Registrant’s agent and attorney-in-fact for the limited purpose of utilizing Seller’s and Registrant’s pharmacy licenses, U.S. Drug Enforcement Administration (“DEA”) registrations and any other registrations required under the laws of the State of Mississippi to continue the controlled substance activities of the Registrant and the pharmacy operations at the pharmacy facilities located at Registrant (the “Pharmacies”) held by Seller and Registrant and listed on Rider A. Buyer may act in this capacity until such time as Buyer obtains new pharmacy licenses, DEA registrations and such other registrations for the Pharmacies, but in no event shall this limited power of attorney continue for more than one hundred eighty (180) days after the Closing Date, as such term is defined in that certain Asset Purchase Agreement (the “Agreement”) dated effective as of August 31, 2018, by and between [NAME] and [NAME], unless otherwise agreed in writing by Seller. Notwithstanding the foregoing, the parties acknowledge and agree that Buyer’s ability to act in the capacity described herein with respect to any DEA registration(s) referred to in Rider A is subject to the authorization of appropriate DEA personnel.

Seller and Registrant further grant this limited power of attorney to Buyer to act as the true and lawful agent and attorney-in-fact of Seller and Registrant, and to act in the name, place, and stead of Seller and Registrant, to execute applications for books of official order forms and to sign such order forms in requisition for Schedules I, II, III, IV and V controlled substances, in accordance with Section 308 of the Controlled Substances Act (21 U.S.C. Sec 828) and part 1305 of Title 21 of the Code of Federal Regulations, as is necessary for the treatment of the Pharmacies’ patients.

Seller and Registrant recognize that they are legally responsible for the pharmacy licenses and DEA and other registrations until such time as Buyer has obtained its own pharmacy licenses and DEA and other registrations. Therefore, Seller and Registrant grant this limited power of attorney based upon the following covenants and warranties of Buyer: (a) Buyer shall follow and abide by all federal and state laws governing the regulation of controlled substances and pharmacy practice at all times while utilizing this limited power of attorney; (b) Buyer shall make timely application for, diligently pursue and use commercially reasonable efforts to obtain its own pharmacy licenses and DEA and other registrations which are required for the distribution of pharmaceuticals,

including, but not limited to, controlled substances at the Pharmacies, as soon as practicable after the Closing Date; and (c) Buyer shall defend, indemnify and hold Seller harmless from and against any liability, loss, damage or expense (including, without limitation, reasonable counsel fees and expenses) arising out of or in connection with Buyer's use or misuse of this limited power of attorney.

Capitalized terms not otherwise defined herein (including all Riders hereto) shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, Seller and Registrant, on the one hand, and Buyer, on the other hand, have executed this Limited Power of Attorney For Use of Pharmacy License, DEA and other Registration Numbers and DEA Order Forms effective as of 12:00:01 a.m. on January 1, 2019.

SELLER:

[NAME], a [STATE] [ENTITY]

By: _____

Name: _____

Its: _____

REGISTRANT:

[NAME], a [STATE] [ENTITY]

By: _____

Name: _____

Its: _____

BUYER:

[NAME], a [STATE] [ENTITY]

By: _____

Name: _____

Its: _____

RIDER A
TO
LIMITED POWER OF ATTORNEY

Licenses and Registrations at Merit Health Gilmore Memorial
Covered by Limited Power of Attorney

Issuing Agency	Permit Type	Permit Number	Expiration Date
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EXHIBIT G
TRANSITION SERVICES AGREEMENT
(HOSPITAL AND PHYSICIAN CLINIC BILLING AND COLLECTING AND INFORMATION
TECHNOLOGY)

THIS TRANSITION SERVICES AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2018 (the “**Effective Date**”), by and between CURAE HEALTH, INC., a Tennessee nonprofit corporation (“**Curae**”), and NORTH MISSISSIPPI HEALTH SERVICES, INC., a Delaware nonprofit corporation or its designated controlled Subsidiary (“**NMHS**”).

RECITALS

WHEREAS, NMHS and Curae are parties to that certain Asset Purchase Agreement, dated as of August 31, 2018 (the “**Purchase Agreement**”), pursuant to which, among other things, NMHS is purchasing substantially all of the assets of certain affiliates of Curae which are used in the operation of Amory Regional Medical Center, Inc. d/b/a Gilmore Memorial Hospital (the “**Hospital**”);

WHEREAS, any capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement; and

WHEREAS, to assist in the transition of the ownership of the Hospital to NMHS pursuant to the Purchase Agreement, NMHS desires that Curae provide, and Curae is willing to so provide, the services described below, in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. Transition Services. During the Term (defined below), Curae shall provide to NMHS the services described on Exhibit A attached hereto (collectively, the “**Transition Services**”). All Transition Services shall be provided by employees of Curae or third parties contracted with Curae, subject to the approval and consent of NMHS. This Agreement does not impose upon Curae (and the Transition Services do not include) any obligation to file any documents, instruments, or reports with a governmental entity on behalf of the NMHS, nor any obligation to certify to a governmental entity the accuracy of any document, instrument or report filed by the NMHS. NMHS retains the sole responsibility for filing with appropriate government entities any documents, instruments or reports pertaining to its operations, and, where required, certifying the accuracy thereof. Curae shall provide the Transition Services out of its Knoxville, Tennessee Central Billing Office, where the Transition Services are currently being performed. During the Term, Curae shall have the right to provide Transition Services from another location under the control of Curae.

2. Term. Unless earlier terminated as provided herein, the term of this Agreement (the “**Term**”) shall commence as of the Effective Date and shall terminate at midnight on _____, 201_ (the “**Termination Date**”). Notwithstanding the foregoing, by mutual written agreement, the parties may extend the Term with respect to any Transition Service beyond the Termination Date.

(a) Except to the extent termination occurs pursuant to the terms of Section 3 below, either party may terminate or suspend any Transition Service or category of the Transition Services for the Hospital by providing the other party written notice identifying which Transition

Service or category or categories of Transition Services the terminating party elects to terminate not less than thirty (30) days in advance of the intended termination date. In such event, the fees as stated in this Agreement will be adjusted accordingly. If either party separately terminates the MedHost and/or Athena contract, as identified on Exhibits A and B, which provides revenue cycle and information technology Transition Services, Curae will not be able to provide revenue cycle Transition Services for NMHS, and NMHS shall be solely responsible for securing such services.

(b) As identified on Exhibit B, attached and incorporated hereto, Curae has prepaid for certain Transition Services through dates indicated on Exhibit B. In respect of Transition Services that have been prepaid through a date that is prior to the end of the Term, Curae will not continue to provide such Transition Service to NMHS after such indicated date, and NMHS shall be solely responsible for securing such services after the indicated date. For Transition Services that are prepaid through the end of the Term, Curae will no longer provide such Transition Service to NMHS after the Term, and NMHS shall be solely responsible for securing such services after the Term.

3. Default. If either NMHS or Curae fails to perform its obligations in accordance with this Agreement, the non-breaching party may give the breaching party written notice of such failure and the breaching party shall have time to cure such failure to the reasonable satisfaction of the non-breaching party (the “**Cure Period**”). For NMHS’s failure to pay for the undisputed Transition Services as provided for hereunder, the Cure Period shall be ten (10) days, and for all other breaches of this Agreement, the Cure Period shall be thirty (30) days. If the breaching party does not cure such failure within the applicable Cure Period, then the non-breaching party, at its option, may terminate this Agreement.

4. Payment for Transition Services.

(a) NMHS agrees to pay Curae, and other third-party vendors, for the Transition Services within fourteen (14) days of receiving an undisputed monthly invoice, and Exhibit B, attached and incorporated hereto, shall serve as a guideline for the estimated amount that NMHS will owe.

(b) All collections services for NMHS performed by Curae shall be kept in separate bank accounts and lock boxes and not comingled with any other collections.

5. Books and Records.

(a) Availability to Secretary and Others. If required by applicable law, Curae agrees that until the expiration of four (4) years after the furnishing of services under this Agreement, it will make available to the Secretary of the United States Department of Health and Human Services and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the goods and services provided under this Agreement, and if a vendor carries out any of its duties through a subcontract with a related organization involving a value or cost of \$10,000 or more over a twelve (12) month period, the vendor will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said subcontract, the related organization will make available to the Secretary of Health and Human Services and the Comptroller General of the United States, and their duly authorized representatives, copies of such subcontract and all books, documents, and records necessary to certify the nature and extent of such costs. No attorney-client, accountant-client or other legal privilege shall be deemed to have been waived by the parties by virtue of this provision. This Section 5(a) shall survive termination or expiration of the Agreement.

(b) Right to Inspect. NMHS, or its agent, shall have the right, at its expense, during normal business hours and with reasonable advance notice, to review and photocopy Curae's books and records that pertain directly to the fees payable to Curae or the Transition Services provided hereunder.

6. Representations and Warranties; Standard of Care; Limitation of Liability; Indemnity.

(a) Curae represents and warrants to NMHS during the Term of this Agreement that it has not been suspended, excluded, barred or sanctioned by the Medicare or Medicaid programs or other federal or state program (as defined in 42 U.S.C. § 1320a-7b(f)) or convicted of a health care offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), and Curae shall provide immediate notice to NMHS if the foregoing is not accurate.

(b) Curae will provide the Transition Services in good faith and with due care consistent with the care Curae exercises in performing such Transition Services for itself and/or its affiliates and in accordance with the terms and conditions of this Agreement. NMHS acknowledges and agrees that Curae does not regularly provide the Transition Services to third parties as part of its business, and except as set forth herein, Curae does not otherwise warrant or assume any responsibility for its performance of the Transition Services. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CURAE MAKES NO REPRESENTATION OR WARRANTY, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, IMPLIED OR STATUTORY, WITH RESPECT TO THE TRANSITION SERVICES OR THE PROVISION THEREOF.

(c) Curae shall have no liability for consequential, exemplary, indirect, special, incidental or punitive damages, including loss of profits, revenues, data or use, incurred by NMHS or its affiliates or any third party (even if any such party has been advised of the possibility of such damages), whether based on contract, tort or any other legal theory, arising out of or related to this Agreement or the Transition Services provided hereunder. Notwithstanding anything contained herein to the contrary, any liability of Curae under this Agreement shall in no event exceed the aggregate amount of fees paid to Curae by the NMHS hereunder; provided, this provision shall not apply to any breach by Curae under the BAA.

(d) NMHS shall defend, indemnify and hold harmless Curae and its directors, officers, employees, agents and affiliates from and against any and all losses, liabilities, claims and costs, including, but not limited to, reasonable attorneys' fees and legal costs arising from any lawsuits, administrative agency or other actions by third parties (collectively, "Losses") to which Curae is subjected arising out of NMHS' negligent performance or non-performance of any of the Transition Services under this Agreement. Notwithstanding the foregoing, NMHS shall not be required to defend, indemnify and hold harmless Curae and its directors, officers, employees, agents and affiliates in respect of any such Losses that have resulted from Curae's fraud, misconduct or negligence.

(e) Subject to the limitations set forth in Section 6(c) above, Curae shall defend, indemnify and hold harmless NMHS and its directors, officers, employees, agents and affiliates from and against any and all Losses, to which NMHS is subjected arising out of or attributed, directly or indirectly, to the performance or non-performance of any of the Transition Services under this Agreement. Notwithstanding the foregoing, Curae shall not be required to defend, indemnify and hold harmless NMHS and its directors, officers, employees, agents and affiliates in respect of any such Losses that have resulted from NMHS's fraud, misconduct or negligence.

7. Force Majeure. Neither party shall be responsible for the performance of any of its obligations to the extent that it is delayed or hindered by warfare, riot, strike, lockout, boycott, act of God, natural calamity or any other cause beyond its reasonable control that cannot be overcome by reasonable diligence and that was not caused by the party to perform.

8. Compliance with Laws. Each party shall perform its obligations hereunder in material compliance with all applicable federal, state and local laws, ordinances and regulations.

9. Confidentiality.

(a) Definition. “**Confidential Information**” means all information, services and service providers, data and materials furnished or made available by one party to the other party in connection with this Agreement, including, without limitation, the identity of patients, the content of any medical records, the content of any service agreements, financial and tax information, and information regarding Medicare and Medicaid claims submission and reimbursements.

(b) Obligation to Observe Confidentiality. The party receiving the Confidential Information (the “**Receiving Party**”) from the party who owns or holds in confidence such Confidential Information (the “**Owning Party**”) may use the Confidential Information solely for the purpose of performing its obligations or enforcing its rights under this Agreement.

(c) Protection. The Receiving Party shall not disclose any of the Confidential Information, except to those persons having a need to know for the purpose of performing its obligations or enforcing its rights under this Agreement. Each party shall take appropriate action, by instruction to or agreement with its affiliates, employees, agents and subcontractors, to maintain the confidentiality of the Confidential Information. The Receiving Party shall promptly notify the Owning Party in the event that the Receiving Party learns of an unauthorized release of Confidential Information.

(d) Exceptions. The Receiving Party shall have no obligation with respect to (i) Confidential Information made available to the general public without restriction by the Owning Party or by an authorized third party; (ii) Confidential Information known to the Receiving Party independently of disclosures by the Owning Party under this Agreement; (iii) Confidential Information independently developed by the Receiving Party; or (iv) Confidential Information that the Receiving Party may be required to disclose pursuant to subpoena or other lawful process; provided, however, that the Receiving Party notifies the Owning Party in a timely manner to allow the Owning Party to appear and protect its interests.

(e) Return of Confidential Information. Upon the termination or expiration of this Agreement, each party shall (a) immediately cease to use the other party’s Confidential Information, (b) return to the other party (or with the other party’s written consent, which shall not be withheld or delayed unreasonably, securely destroy) such Confidential Information and all copies thereof within ten (10) business days of the termination, unless otherwise provided in this Agreement, and (c) upon request, certify in writing to the other party that it has complied with its obligations set forth in this **Section 9(e)**, unless otherwise provided in this Agreement.

(f) Availability of Equitable Remedies. The parties acknowledge that monetary remedies may be inadequate to protect rights in Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

10. Protected Health Information. Curae shall protect the confidentiality of all records of the Hospital in accordance with the standards of all applicable local, state and federal laws, statutes, rules, regulations and legal requirements relating to the records of the Hospital, specifically including the privacy and security requirements of the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996 and state requirements. Curae shall comply with the Business Associate Agreement executed by the parties as of the date hereof and incorporated herein, and attached hereto as **Exhibit C** (as amended or replaced from time to time as provided therein, the “**BAA**”).

11. Choice of Law.

(a) THIS AGREEMENT AND THE PARTIES' RESPECTIVE RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSISSIPPI WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY TO ENFORCE ANY TERM OR CONDITION OF THIS AGREEMENT.

(b) The parties hereto agree to unconditionally and irrevocably submit to the exclusive jurisdiction of any federal or state courts having jurisdiction over or located in Lee County, Mississippi and any appellate court from any thereof (the "**Mississippi Courts**"), for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue in the Mississippi Courts of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of **Section 15**.

12. Assignment. No assignment of this Agreement or of any rights or obligations hereunder may be made by any party (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void.

13. Patient Referrals. No part of this Agreement shall be construed to induce or encourage the referral of patients between the parties. The parties acknowledge that there is no requirement under this Agreement or any other agreement between NMHS and Curae that NMHS refer any patients to Curae or any of its Affiliates. Additionally, no payment made under this Agreement shall be in return for the referral of patients or in return for the purchasing, leasing, or ordering of any products or services from NMHS or any of its Affiliates.

14. Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by receipted overnight delivery, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

NMHS: North Mississippi Health Services, Inc.
830 South Gloster Street
Tupelo, Mississippi 38801
Attention: Shane Spees

With a simultaneous copy (which shall not constitute notice) to:

North Mississippi Health Services, Inc.
830 South Gloster Street
Tupelo, Mississippi 38801
Attention: Bruce Toppin, Esq.

Curae: Curae Health, Inc.
1721 Midpark Road, Suite B200

Knoxville, Tennessee 37921
Attention: CEO

With a simultaneous copy (which shall not constitute notice) to:

Egerton, McAfee, Armistead & Davis, P.C.
900 S. Gay St., 14th Floor
Knoxville, Tennessee 37902
Attention: Stephen A. McSween

or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

15. Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

16. Independent Contractor. Each party shall perform its duties and obligations hereunder for the other party in the capacity of an independent contractor and not as an employee of such party. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between any of the parties hereto. Personnel supplied by Curae hereunder, whether or not located on NMHS's premises, are not NMHS's employees or agents and shall not hold themselves out as such, and Curae assumes full responsibility for their acts and for compliance with any applicable employment and tax laws with respect to such employees.

17. Waiver. Failure by any party at any time to exercise any right or remedy granted herein or established by law shall not be deemed to operate as a waiver of its right to exercise such right or remedy at any other future time.

18. Enforcement of Agreement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement is not performed in accordance with its specific terms or is otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions (without the need to post bond or other security) to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the Tennessee Courts, this being in addition to any other remedy to which they are entitled at law or in equity.

19. Entire Agreement/Amendment. This Agreement, including the BAA, supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the parties hereto.

20. Execution of this Agreement. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

21. Interpretation with BAA. Any provision of this Agreement to the contrary notwithstanding, in the event of a conflict between the provisions of this Agreement and those of the BAA, the BAA shall control except to the extent that the provisions hereof provide greater protections for PHI (as defined therein) than the provisions of the BAA.

22. Insurance. As required by law, Curae shall obtain and maintain or cause to be maintained at all times during the Term of this Agreement, workers' compensation insurance covering each employee of Curae or third-party providing services on behalf of Curae in the amount of at least the statutory limits in the State of Mississippi for workers' compensation insurance. As required by law, NMHS shall obtain and maintain or cause to be maintained at all times during the Term of this Agreement, workers' compensation insurance covering each NMHS employee providing services pursuant to this Agreement in the amount of at least the statutory limits in the State of Mississippi for workers' compensation insurance.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

CURAE HEALTH, INC.

By: _____

Title: _____

NORTH MISSISSIPPI HEALTH SERVICES, INC.

By: _____

Title: _____

EXHIBIT A

THE TRANSITION SERVICES

A. Hospital Revenue Cycle Transition Services

Vendor	Service
MedHost	Corporate patient accounting system
SSI	Monthly hosting and SSI fees, enterprise reporting
ART, CBC, HRG	Early out and collection
Revenue Cycle Pro	CPT code software
Experian Passport	Insurance eligibility, price estimator
Rent, Utilities, and Janitorial Services	Rent for space per month
Staffing Allocation	Collection services
Supplies	Office supplies expense
Pitney Bowes	Postage

B. Information Technology Transition Services

Vendor	Service
3M Health Info Systems	Medical Encoder
Kronos	Time keeping and Payroll Calculations (LBMC processes payroll from Kronos calculations)
Health Stream Inc	Employee Education
Medical Interactive	OB/GYN Education Service (Health Stream does not offer this training)
McKesson	InterQual
MedHost Exit Care	Exit Care
MedHost HelpSystems LLC	Sequel
MedHost HelpSystems SEQUEL	Sequel
Meditract	Contract Management Software
MRS Systems, Inc.	Mammo Tracking Software
Omega	ZIX - Email Encryption
Pharmacy One Source Wolters Kluwer	Sentri7 Rx module
Health Stream Inc	Patient Satisfaction Survey
in10sity	Website Vendor
MedHost SSI Enterprise Reporting	SSI Enterprise Reporting Module
MedHost YourCareUniverse	MedHost Patient Portal
MedHost/SSI/CCSM	MedHost EMR, SSI and CCSM
Microsoft	Office 365

PGN Tech IT Consulting	IT consulting
Uptodate	Clinical Decision Support software

C. Physician Clinic Revenue Cycle Transition Services

Vendor	Service
Curae	Billing support and oversight
Curae	Payer enrollment/provider credentialing
Curae	Ongoing monthly payer enrollment/recredentialing
Curae	Certified coding support
Curae	Statement/Postage expenses
Athena	EMR and practice management system
Change Healthcare Billing Clearinghouse Costs	Billing clearinghouse
Revenue and ART Recovery - Collection Agency	Collections

EXHIBIT B

ESTIMATED COSTS OF TRANSITION SERVICES

A. Hospital Revenue Cycle Transition Services

Vendor	Estimated Monthly Fee
MedHost	\$X
SSI	\$X
ART, CBC, HRG	\$X
Revenue Cycle Pro	\$X
Experian Passport	\$X
Rent, Utilities, and Janitorial Services	\$X
Staffing Allocation	\$X
Supplies	\$X
Pitney Bowes	\$X
Total Estimated Monthly Fees	\$X

B. Information Technology Transition Services

Vendor	Estimated Monthly Fee
3M Health Info Systems	\$X
Health Stream Inc.	\$X
McKesson	\$X
MRS Systems, Inc.	\$X
Omega	\$X
Pharmacy One Source Wolters Kluwer	\$X
Health Stream Inc.	\$X
in10sity	\$X
MedHost	\$X
Medtract	\$X
Microsoft	\$X
PGN Tech IT Consulting	\$X
Uptodate	\$X
Total Estimated Monthly Fees	\$X

C. Physician Clinic Revenue Cycle Transition Services

Vendor	Estimated Monthly Fee
Curae: billing support and oversight	X% of actual cash collected, \$X monthly minimum*
Curae: payer enrollment/provider credentialing	\$X per new provider
Curae: ongoing monthly payer enrollment/recredentialing	\$X
Curae: certified coding support	\$X
Curae: statement and postage	Varies based on volume.
Athena	\$X (varies based on # of providers.)
Change Healthcare Billing Clearinghouse Costs	\$X (\$X per month per provider.)
Revenue and ART Recovery - Collection Agency	Curae will bill NMHS upon receipt of monthly invoice during Term.

* Notwithstanding anything in this Agreement to the contrary, the fees for billing support and oversight will be X% of actual cash collected, with a \$X minimum monthly fee due from NMHS.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**Agreement**”) dated _____, 2018 (the “**Effective Date**”), is entered into by and between **North Mississippi Health Services, Inc.**, a Delaware nonprofit (“**Covered Entity**”), and **Curae Health, Inc.**, a Tennessee nonprofit corporation (“**Business Associate**”), each a “**Party**” and collectively, the “**Parties**.”

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), the U.S. Department of Health & Human Services (“**HHS**”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “**Privacy Standards**”), security standards for the Protection of Electronic Protected Health Information (the “**Security Standards**”) and standards for Breach Notification for Unsecured Protected Health Information (the “**Breach Notification Standards**”) at 45 C.F.R. Parts 160 and 164 (collectively, the Privacy Standards, the Security Standards and the Breach Notification Standards are sometimes referred to herein as the “**HIPAA Requirements**”);

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, one or more agreements (collectively, the “**Services Arrangements**”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create, and use health information that is protected by federal law;

WHEREAS, the HIPAA Requirements require that certain obligations be extended to Business Associate through an agreement between Covered Entity and Business Associate;

WHEREAS, Business Associate and Covered Entity desire to enter into this Agreement in order to satisfy such requirement;

NOW THEREFORE, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may use and disclose PHI only as permitted or required by the Services Arrangements. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the HIPAA Requirements; provided that Protected Health Information (“**PHI**”) and Electronic Protected Health Information (“**EPHI**”) are limited to such information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity in connection with the Services Arrangements. All references to PHI herein shall be construed to include EPHI. To the extent Business Associate is to carry out the obligations of Covered Entity under Part 164, Subpart D of the HIPAA Requirements pursuant to the Services Arrangements (or to carry out the obligations of any covered entities the Covered Entity may own, operate, or manage, to the extent Business Associate is obligated to provide services to such covered entities under the Services Arrangements), Business Associate shall comply with the requirements of such subpart in the performance of such obligations.
2. **Use of PHI.** Business Associate may use PHI (i) as required by law, (ii) for the purpose of performing services for Covered Entity as such services are defined in Services Arrangements to the extent such uses are permitted by applicable federal or state law; provided that Business Associate shall not so use PHI in a manner that would violate the HIPAA Requirements if the PHI were used by Covered Entity in the same manner, and (iii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities.

3. Disclosure of PHI.

3.1 To the extent permitted by applicable state and federal law, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Services Arrangement (provided that Business Associate obtains reasonable assurances from any such third party to whom the information is disclosed that it will be held confidential and used and disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that Business Associate shall not so disclose PHI in a manner that would violate the HIPAA Requirements if the PHI were disclosed by Covered Entity in the same manner).

3.2 Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to promptly notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Requirements.

3.3 Business Associate agrees not to store or transmit PHI outside of the United States.

4. Subcontractors. In accordance with §164.502(e)(1)(ii) and §164.308(b)(2) of the HIPAA Requirements, Business Associate shall ensure that its Subcontractors that use, disclose, create, receive, maintain and/or transmit PHI on behalf of Business Associate agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such information and in the case of EPHI, agree to comply with the applicable requirements of Part 164, Subpart C of the HIPAA Requirements.

5. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, at Covered Entity's instruction and cost, an Individual, under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an Individual within ten (10) days of such request and shall make any amendment requested by Covered Entity within twenty (20) days of such request. Any information requested under this **Section 5** shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial of access and/or amendment is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) business days of receipt of any request for access or amendment of PHI by an Individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the Individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

6. Accounting of Disclosures. Business Associate shall make available to Covered Entity in **response** to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual in accordance with 45 CFR §164.528. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an

Individual within any twelve (12)-month period. For subsequent accountings within a twelve (12)-month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

7. **Data Aggregation.** With Covered Entity's prior written consent, Business Associate is permitted to use (but not disclose) PHI for Data Aggregation purposes only in order to analyze data only with regard to the Health Care Operations of Covered Entity and Business Associate's proper management and administration, only to the extent, if any, necessary to perform the services described in the Services Arrangements, and only to the extent that such use is permitted under the HIPAA Requirements.

8. **De-identified Information.** Business Associate may de-identify PHI only to the extent, if any, necessary to perform the services described in the Services Arrangements and only if the de-identification is in compliance with the HIPAA Requirements.

9. **Ownership of Data.** Other than data Business Associate requires for its proper management and administration, any data created from de-identifying PHI or from Data Aggregation by or on behalf of Business Associate, whether or not created in accordance with the terms of this Agreement, shall be and remain exclusively the property of Covered Entity. Business Associate assigns to Covered Entity all of Business Associate's right, title, and interest in and to any such data, if any, and Business Associate shall neither use any such data for any purpose other than to provide the services described in the Services Arrangements nor disclose such data to any third party except with the prior written consent of Covered Entity or as otherwise required by applicable law or upon the order of a court of competent jurisdiction.

10. **Minimum Necessary.** Business Associate shall request, access, use, and (if permitted by the Services Arrangements) disclose only the minimum amount of PHI necessary, in accordance with the HIPAA Requirements, to perform the services described in the Services Arrangements.

11. **Marketing.** Business Associate shall not use or disclose PHI for purposes of marketing or fundraising unless the Services expressly include such marketing or fundraising, and then only to the extent necessary to perform the Services.

12. **Remuneration.** Business Associate shall not sell PHI or otherwise receive remuneration, directly or indirectly, in exchange for PHI; provided, however, that this prohibition shall not affect payment to Business Associate by Covered Entity for performance of the Services.

13. **Compliance with Law.** Both parties shall comply with all applicable federal and state laws regarding individually identifiable information contained in or associated with PHI, including without limitation any state data breach laws or other state laws regarding the protection of such information.

14. **Restrictions.** If Covered Entity notifies Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to **Section 16**, Business Associate shall be bound by such additional restrictions and shall not use or disclose PHI in violation of such additional restrictions

15. **Obligations of Covered Entity.** Covered Entity shall: (i) provide Business Associate with a copy of its notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520 as well as any changes to such notice, to the extent that it effects Business Associate's use or

disclosure of PHI; (ii) notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 of the Privacy Regulations, to the extent that such restriction may affect Business Associate's use or disclosure of PHI pursuant to the terms of this Agreement; (iii) notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and (iv) except as otherwise provided in the Services Arrangements, obtain all authorizations necessary for any use or disclosure of any PHI as contemplated under the Services Arrangements.

16. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific Authorization for the use of his or her PHI, and (i) the Individual revokes such Authorization in writing, (ii) the effective date of such Authorization has expired, or (iii) the consent or Authorization is found to be defective in any manner that renders it invalid, Covered Entity shall promptly provide Business Associate written notice of such revocation or invalidity, to permit Business Associate to cease the use and disclosure of any such Individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the HIPAA Requirements expressly applies.

17. Records and Audit. Business Associate shall make available to HHS or its agents Business Associate's books and records relating to the use and disclosure of PHI for the purpose of determining the Parties' compliance with the HIPAA Requirements, in a time and manner designated by HHS; provided, however, that if Business Associate receives such a request made on behalf of the Secretary of HHS, Business Associate promptly shall notify Covered Entity of such request. Promptly upon the written request of Covered Entity from time to time, Business Associate shall make its internal practices, books, and records relating to the use, disclosure, and safeguarding of PHI available to Covered Entity or Covered Entity's designee for the purposes of determining Business Associate's compliance with HIPAA and with its obligations under this Agreement.

18. Implementation of Security Standards. Business Associate will use appropriate administrative, technical, and physical safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement and will comply with the applicable requirements of Part 164, Subpart C of the HIPAA Requirements.

19. Notice of Security Incidents. Business Associate will promptly report to Covered Entity any Security Incident involving EPHI of which it becomes aware; provided, however, that Covered Entity shall be deemed to have received notice from Business Associate of routine occurrences of events that may constitute Security Incidents but that are trivial, routine, do not constitute a material threat to the security of PHI, and do not result in unauthorized access to or use or disclosure of PHI (such as typical pings and port scans).

20. Data Breach Notification.

20.1 Business Associate agrees to implement reasonable systems for the discovery and reporting of any Breach of Unsecured Protected Health Information (hereinafter, a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §§164.404 and 164.410 govern the determination of the date of a HIPAA Breach. Business Associate will, following the discovery of a HIPAA Breach or upon having a reasonable basis to suspect a HIPAA Breach, notify Covered Entity without unreasonable delay and in no event later than five (5) business days after Business Associate discovers such actual or reasonably suspected HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. Business Associate shall use its best efforts to provide such notice to the individual indicated in Section 22.1 hereof and contemporaneously in writing as provided in Section 22.1 hereof. No later than ten (10) business days following a HIPAA Breach, and

to the extent such information is known to Business Associate, Business Associate shall provide Covered Entity with the information required by 45 C.F.R. §§164.404(c), 164.410.

20.2 Unless otherwise directed in writing by Covered Entity, as soon as practicable, but within no more than nine (9) business days following discovery of an impermissible use or disclosure of PHI, Business Associate shall assess whether such impermissible use or disclosure was of PHI that is Unsecured Protected Health Information and, if so (or if Business Associate cannot reasonably conclude to the contrary), Business Associate shall make an evaluation of whether there is a low probability that the PHI has been compromised. In making such evaluation, Business Associate shall conduct a risk assessment that considers, at a minimum, (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification, (ii) the unauthorized person who used the protected health information or to whom the disclosure was made, (iii) whether the protected health information was actually acquired or viewed, and (iv) the extent to which the risk to the protected health information has been mitigated, and Business Associate shall evaluate the overall possibility that the PHI has been compromised by considering all of the above, and any other relevant factors, in combination. Business Associate shall keep Covered Entity fully apprised of the status of the evaluation described in this paragraph while it is underway and, immediately upon the conclusion of such evaluation, shall report the outcome thereof to Covered Entity.

20.3 Business Associate shall cooperate fully with, and provide such assistance and access to personnel, systems, data, and facilities as reasonably is requested by, Covered Entity in any investigation or evaluation by or on behalf of Covered Entity of an actual or reasonably suspected HIPAA Breach.

20.4 If Covered Entity, in its sole discretion, notifies Business Associate (by telephone, e-mail, or any other means of communication) of Covered Entity's determination that such impermissible use or disclosure is a Breach of PHI that is Unsecured Protected Health Information, Business Associate shall provide Covered Entity in writing, without unreasonable delay but in no case later than ten (10) business days following such determination, notice setting forth the date of discovery thereof, the identities of affected individuals (or, if such identities are unknown at that time, the classes of such individuals), a general description of the nature of the incident, and such other information as is required pursuant to HIPAA or reasonably requested by Covered Entity. Business Associate shall supplement such notice with information not available at the time of the initial notification as promptly thereafter as the information becomes available to Business Associate.

21. Term and Termination.

21.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 21.

21.2 Either Party may immediately terminate this Agreement (the "Terminating Party") and shall have no further obligations to the other Party (the "Terminated Party") hereunder if the Terminated Party fails to observe or perform any material covenant or obligation contained in this Agreement for thirty (30) days after written notice thereof has been given to the Terminated Party.

21.3 Upon the termination of all Services Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

21.4 Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or, except as otherwise provided in the Services Arrangements, to destroy all PHI that is in the possession or control of Business Associate or its agents or contractors; provided, however, that if Business Associate determines that return or destruction is not feasible, Business

Associate shall notify Covered Entity thereof and, upon Covered Entity's agreement in writing in its reasonable discretion, Business Associate may retain such portions of the PHI return or destruction is not feasible until return or destruction is feasible and Business Associate shall extend the protections of this Agreement to such PHI and limit its further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate or its agent or contractor maintains such PHI. The requirements of this Section 21.4 shall survive termination or expiration of this Agreement.

22. Miscellaneous.

22.1 **Notice.** Except as otherwise expressly set forth herein, all notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

Business Associate:

Curae Health, Inc.
1721 Midpark Road, Suite B200
Knoxville, TN 37921
Attn: CEO

With a copy to:

Egerton, McAfee, Armistead & Davis, P.C.
900 S. Gay Street, Floor 14
Knoxville, TN 379012
Attn: Stephen A. McSween

Covered Entity:

North Mississippi Health Services, Inc.
830 South Gloster Street
Tupelo, MS 38801
Attn: Shane Spees

With a copy to:

North Mississippi Health Services, Inc.
830 South Gloster Street
Tupelo, MS 38801
Attention: Bruce Toppin, Esq.

22.2 **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

22.3 **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

22.4 **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Services Arrangements or any such later agreement(s), the terms of this Agreement shall control with respect to the subject matter of this Agreement unless the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective

successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

22.5 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions.

22.6 **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity under this Agreement. This Agreement does not express or imply any commitment to purchase or sell goods or services.

22.7 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

[Signature Page Follows]

[Signature Page to Business Associate Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COVERED ENTITY:

BUSINESS ASSOCIATE:

North Mississippi Health Services, Inc.

Curae Health, Inc.

By: _____

By: _____

(Print or Type Name)

(Print or Type Name)

(Title)

(Title)

Date: _____

Date: _____

EXHIBIT H
ESCROW AGREEMENT

THIS ESCROW AGREEMENT, ("Agreement"), is made effective as of December 31, 2018 (the "Effective Date"), by and between Amory Regional Medical Center, Inc., a Tennessee non-profit corporation (with ARP, "Seller"), Amory Regional Physicians, LLC, a Tennessee limited liability company ("ARP"), Curae Health, Inc., a Tennessee non-profit corporation ("Curae") and North Mississippi Health Services, Inc., a Delaware non-profit corporation, or its designated controlled Affiliate ("Buyer"), and [NAME], a [STATE] [ENTITY], as escrow agent hereunder ("Escrow Agent").

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement dated effective August 31, 2018 (the "Purchase Agreement"). The Purchase Agreement provides that Buyer shall deposit on behalf of Seller the Escrow Amount (defined below) in a segregated escrow account to be held by Escrow Agent for the purpose of satisfaction of any claims which may be asserted by Buyer under the Purchase Agreement, including without limitation, Seller's indemnification obligations pursuant to and in accordance with Article 10 of the Purchase Agreement and Seller's payment obligations pursuant to and in accordance with Section 2.8 of the Purchase Agreement;

WHEREAS, Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and any earnings thereon in accordance with the terms of this Agreement;

WHEREAS, Buyer and Seller have appointed the Representatives (as defined below) to represent them for all purposes in connection with the funds to be deposited with Escrow Agent and this Agreement; and

WHEREAS, Buyer and Seller acknowledge that (i) Escrow Agent is not a party to and has no duties or obligations under the Purchase Agreement, (ii) all references in this Agreement to the Purchase Agreement are solely for the convenience of Buyer and Seller, and (iii) Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

NOW THEREFORE, intending to be legally bound and in consideration of the mutual covenants and agreements set forth in this Agreement and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

"Business Day" shall mean any day, other than a Saturday, Sunday or legal holiday in the State of Mississippi, on which Escrow Agent at its location identified in Section 15 is open to the public for general banking purposes.

"Buyer Representative" shall mean the person(s) so designated on Schedule B hereto or any other person designated in a writing signed by Buyer and delivered to Escrow Agent and the Seller Representative in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

"Claim Notice" shall have the meaning set forth in Section 6(a).

"Escrow Amount" shall mean the funds deposited with Escrow Agent pursuant to Section 3 of this Agreement, together with any interest and other income thereon.

“Escrow Period” shall mean the period commencing on the date hereof and ending at the close of Escrow Agent’s Business Day on the day that is one (1) year from the date hereof unless earlier terminated pursuant to this Agreement.

“Final Order” shall mean a final and nonappealable order of a court of competent jurisdiction (an “Order”), which Order is delivered to Escrow Agent accompanied by a written instruction from Buyer or Seller given to effectuate such Order and confirming that such Order is final, nonappealable and issued by a court of competent jurisdiction, and Escrow Agent shall be entitled to conclusively rely upon any such confirmation and instruction and shall have no responsibility to review the Order to which such confirmation and instruction refers.

“Indemnified Party” shall have the meaning set forth in Section 11.

“Indemnity Claim” shall have the meaning set forth in Section 6(a).

“Joint Written Direction” shall mean a written direction executed by the Representatives in accordance with Section 15 and directing Escrow Agent to disburse all or a portion of the Escrow Amount or to take or refrain from taking any other action pursuant to this Agreement.

“Representatives” shall mean the Buyer Representative and the Seller Representative.

“Seller Representative” shall mean the person(s) so designated on Schedule B hereto or any other person designated in a writing signed by Seller and delivered to Escrow Agent and the Buyer Representative in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

2. Appointment of and Acceptance by Escrow Agent. Buyer and Seller hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Amount in accordance with Section 3, agrees to hold, invest and disburse the Escrow Amount in accordance with this Agreement.

3. Deposit of Escrow Amount. Simultaneously with the execution and delivery of this Agreement, Buyer will transfer for deposit pursuant to this Agreement and the Purchase Agreement the amount of Two Million US Dollars (\$2,000,000.00) (the “Escrow Amount”), by wire transfer of immediately available funds, to an account designated by Escrow Agent. The Escrow Amount shall remain uninvested except as provided in Section 7.

4. Disbursements of Escrow Amount.

(a) Escrow Agent shall disburse the Escrow Amount at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction substantially in the form of Attachment 1 hereto and received by Escrow Agent as set forth in Section 15. Such Joint Written Direction shall contain complete payment instructions, including funds transfer instructions or an address to which a check shall be sent. For purposes of clarity, the Escrow Amount may only be disbursed pursuant to a Joint Written Direction.

(b) Prior to any disbursement, Escrow Agent must receive reasonable identifying information regarding the recipient so that Escrow Agent may comply with its regulatory obligations and reasonable business practices, including without limitation a completed United States Internal Revenue Service

("IRS") Form W-9 or Form W-8, as applicable. All disbursements of Escrow Amount shall be subject to the fees and claims of Escrow Agent and the Indemnified Parties pursuant to Section 11 and Section 12.

(c) Buyer and Seller may each deliver written notice to Escrow Agent in accordance with Section 15 changing their respective funds transfer instructions, which notice shall be effective only upon receipt by Escrow Agent and after Escrow Agent has had a reasonable time to act upon such notice.

5. Suspension of Performance; Disbursement into Court. Subject to the terms and conditions of this Agreement, if, at any time, (a) a dispute exists with respect to any obligation of Escrow Agent hereunder, (b) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, Escrow Agent's proper actions with respect to its obligations hereunder, or (c) the Representatives have not, within 10 days of receipt of a notice of resignation, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

(i) suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed.

(ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty and, to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Amount, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Buyer or Seller for suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise due to any delay in any other action required or requested of Escrow Agent.

6. Resolutions & Disbursement of Claims. If during the Escrow Period Buyer elects to make a claim for indemnity against Seller, then the procedures for administering and resolving such claims shall be as follows:

(a) If Buyer elects to assert a claim for indemnity as contemplated by the Purchase Agreement (an "Indemnity Claim"), it must give written notice of such claim (a "Claim Notice") to Escrow Agent and Seller prior to the expiration of the Escrow Period. Such Claim Notice shall include a description of the claim and the basis therefor and the amount, if known, asserted by Buyer for such claim (including, if appropriate, an estimate of all costs and expenses reasonably expected to be incurred by Buyer by reason of such claim).

(b) Escrow Agent shall pay an Indemnity Claim to Buyer from the Escrow Amount in whole or in part only pursuant to (i) Seller's written direction, (ii) a Joint Written Direction or (iii) a Final Order.

(c) Escrow Agent shall have no responsibility to determine the validity or sufficiency of any Claim Notice or whether any Claim Notice has been received by, or to provide a copy of any Claim Notice to Seller or Seller Representative. Escrow Agent may conclusively presume that any Claim Notice delivered to it has been simultaneously delivered to Seller.

7. Investment of Funds. Based upon Buyer's and Seller's prior review of investment alternatives, in the absence of further specific written direction to the contrary at any time that an investment decision must be made, Escrow Agent is directed to invest and reinvest the Escrow Amount in the investment identified in Schedule A. Buyer and Seller acknowledge receipt from Escrow Agent of a current copy of the prospectus for the investment identified in Schedule A. Buyer and Seller may deliver to Escrow Agent a Joint Written Direction changing the investment of the Escrow Amount, upon which direction Escrow Agent shall conclusively rely without inquiry or investigation; provided, however, that Buyer and Seller warrant that no investment or reinvestment direction shall be given except in the following: (a) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United States of America; (b) U.S. dollar denominated deposit accounts and certificates of deposit issued by any bank, bank and trust company, or national banking association (including Escrow Agent and its affiliates), which are either (i) insured by the Federal Deposit Insurance Corporation ("FDIC") up to FDIC limits, or (ii) with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of at least "A-1" by S&P or "P-1" by Moody's (ratings on holding companies are not considered as the rating of the bank); or (c) money market funds, including funds managed by Escrow Agent or any of its affiliates; provided further, however, that Escrow Agent will not be directed to invest in investments that Escrow Agent determines are not consistent with Escrow Agent's policies or practices. Buyer and Seller recognize and agree that Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of Escrow Amount or the purchase or disposition of any investment and the Escrow Agent shall not have any liability for any loss in an investment made pursuant to the terms of this Agreement. Escrow Agent has no responsibility whatsoever to determine the market or other value of any investment and makes no representation or warranty as to the accuracy of any such valuations. To the extent applicable regulations grant rights to receive brokerage confirmations for certain security transactions, Buyer and Seller waive receipt of such confirmations.

All investments shall be made in the name of Escrow Agent. Escrow Agent may, without notice to Buyer and Seller, sell or liquidate any of the foregoing investments at any time for any disbursement of Escrow Amount permitted or required hereunder and shall not be liable any loss, cost or penalty resulting from any sale or liquidation of any such investment. All investment earnings shall become part of the Escrow Amount and investment losses shall be charged against the Escrow Amount. With respect to any Escrow Amount or investment instruction received by Escrow Agent after 11:00 a.m., U.S. Central Time, Escrow Agent shall not be required to invest applicable funds until the next Business Day. Receipt of the Escrow Amount and investment and reinvestment of the Escrow Amount shall be confirmed by Escrow Agent by an account statement. Failure to inform Escrow Agent in writing of any error or omission in any such account statement within 90 days after receipt shall conclusively be deemed confirmation and approval by Buyer and Seller of such account statement.

8. Tax Reporting. Escrow Agent shall have no responsibility for the tax consequences of this Agreement and Buyer and Seller shall consult with independent counsel concerning any and all tax matters. Buyer and Seller jointly and severally agree to (a) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement and (b) request and direct the Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise the Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Amount, if any. To the extent that U.S. federal imputed interest

regulations apply, Buyer and Seller shall so inform the Escrow Agent, provide the Escrow Agent with all imputed interest calculations and direct the Escrow Agent to disburse imputed interest amounts as Buyer and Seller deem appropriate. The Escrow Agent shall rely solely on such provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information. Buyer and Seller shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations. Buyer and Seller have determined that any interest or income on Escrow Amount shall be reported on an accrual basis and deemed to be for the account of Seller.

9. Resignation or Removal of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) days' prior written notice to Buyer and Seller specifying a date when such resignation shall take effect and, after the date of such resignation notice, notwithstanding any other provision of this Agreement, Escrow Agent's sole obligation will be to hold the Escrow Amount pending appointment of a successor Escrow Agent. Similarly, Escrow Agent may be removed at any time by Buyer and Seller giving at least thirty (30) days' prior written notice to Escrow Agent specifying the date when such removal shall take effect. If Buyer and Seller fail to jointly appoint a successor Escrow Agent prior to the effective date of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses related to such petition shall be paid jointly and severally by Buyer and Seller. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Amount and shall pay all Escrow Amount to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation or removal, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement.

10. Duties and Liability of Escrow Agent.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent's permissive rights shall not be construed as duties. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such agreement has been provided to Escrow Agent. Escrow Agent's sole responsibility shall be for the safekeeping of the Escrow Amount in accordance with Escrow Agent's customary practices and disbursement thereof in accordance with the terms of this Agreement. Escrow Agent shall not be responsible for or have any duty to make any calculations under this Agreement, or to determine when any calculation required under the provisions of this Agreement should be made, how it should be made or what it should be, or to confirm or verify any such calculation. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. This Agreement shall terminate upon the distribution of all the Escrow Amount pursuant to any applicable provision of this Agreement, and Escrow Agent shall thereafter have no further obligation or liability whatsoever with respect to this Agreement or the Escrow Amount.

(b) Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, which determination is not subject to

appeal, that Escrow Agent's gross negligence or willful misconduct in connection with its material breach of this Agreement was the sole cause of any loss to Buyer or Seller. Escrow Agent may retain and act hereunder through agents, and shall not be responsible for or have any liability with respect to the acts of any such agent retained by Escrow Agent in good faith.

(c) Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent believes to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for (i) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by Escrow Agent to have been created by or on behalf of Buyer or Seller, (ii) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action or (iii) any amount greater than the value of the Escrow Amount as valued upon deposit with Escrow Agent.

(d) Escrow Agent shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control. Escrow Agent shall not be obligated to take any legal action in connection with the Escrow Amount, this Agreement or the Purchase Agreement or to appear in, prosecute or defend any such legal action or to take any other action that in Escrow Agent's sole judgment may expose it to potential expense or liability. Buyer and Seller are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. Escrow Agent shall have no liability to Buyer or Seller, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Amount escheat by operation of law.

(e) Escrow Agent may consult, at Buyer's and Seller's cost, legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving this Agreement, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel. Buyer and Seller agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request in connection with its duties hereunder. When any action is provided for herein to be done on or by a specified date that falls on a day other than a Business Day, such action may be performed on the next ensuing Business Day.

(f) If any portion of the Escrow Amount is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Escrow Amount is stayed or enjoined by any court order, Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such writ, order, decree or process, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.

(g) Escrow Agent and any stockholder, director, officer or employee of Escrow Agent may buy, sell and deal in any of the securities of any other party hereto and contract and lend money to any other party hereto and otherwise act as fully and freely as though it were not Escrow Agent under this

Agreement. Nothing herein shall preclude Escrow Agent from acting in any other capacity for any other party hereto or for any other person or entity.

(h) In the event instructions, including funds transfer instructions, address change or change in contact information are given to Escrow Agent (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule B hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Schedule B, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Buyer's or Seller's executive officers ("Executive Officers"), as the case may be, which shall include the titles of Chief Executive Officer, President, Secretary, and Vice President, as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Buyer and Seller agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Buyer or Seller to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Buyer and Seller acknowledge that these optional security procedures are commercially reasonable.

11. Indemnification of Escrow Agent. Buyer and Seller, jointly and severally, shall indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (each, an "Indemnified Party") upon demand against any and all claims (whether asserted by Buyer, Seller or any other person or entity and whether or not valid), actions, proceedings, losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) (collectively, "Losses") arising from this Agreement or Escrow Agent's actions hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have been directly caused solely by the gross negligence or willful misconduct of such Indemnified Party in connection with Escrow Agent's material breach of this Agreement. Buyer and Seller further agree, jointly and severally, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorneys' fees, incurred by such Indemnified Party in connection with the enforcement of Buyer's and Seller's obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by Buyer and Seller jointly and severally. The obligations of Buyer and Seller under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

12. Compensation of Escrow Agent.

(a) Fees and Expenses. Without limiting the joint and several nature of their obligations to Escrow Agent, Buyer and Seller agree between themselves that each will be responsible to the other for one half of Escrow Agent's compensation. The obligations of Buyer and Seller under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

(b) Disbursements from Escrow Amount to Pay Escrow Agent. Escrow Agent is authorized to, and may disburse to itself from the Escrow Amount, from time to time, the amount of any compensation and reimbursement of expenses due and payable hereunder (including any amount to which Escrow Agent or any Indemnified Party is entitled to seek indemnification hereunder). Escrow Agent shall notify Buyer and Seller of any such disbursement from the Escrow Amount to itself or any Indemnified Party and shall furnish Buyer and Seller copies of related invoices and other statements.

(c) Security and Offset. Buyer and Seller hereby grant to Escrow Agent and the Indemnified Parties a first priority security interest in, lien upon and right of offset against the Escrow Amount with respect to any compensation or reimbursement due any of them hereunder (including any claim for indemnification hereunder). If for any reason the Escrow Amount are insufficient to cover such compensation and reimbursement, Buyer and Seller shall promptly pay such amounts upon receipt of an itemized invoice.

13. Representations and Warranties. Buyer and Seller each respectively make the following representations and warranties to Escrow Agent:

(a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms;

(b) each of the applicable persons designated on Schedule B attached hereto has been duly appointed to act as its authorized representative hereunder and individually has full power and authority on its behalf to execute and deliver any instruction or direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions as its authorized representative under this Agreement and no change in designation of such authorized representatives shall be effective until written notice of such change is delivered to each other party to this Agreement pursuant to Section 15 and Escrow Agent has had reasonable time to act upon it.

(c) the execution, delivery and performance of this Agreement by Escrow Agent does not and will not violate any applicable law or regulation and no printed or other material in any language, including any prospectus, notice, report, and promotional material that mentions “[ESCROW AGENT]” or any of its affiliates by name or the rights, powers, or duties of Escrow Agent under this Agreement shall be issued by any other parties hereto, or on such party’s behalf, without the prior written consent of Escrow Agent.

(d) it will not claim any immunity from jurisdiction of any court, suit or legal process, whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise.

14. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Buyer and Seller agree to provide all information requested by Escrow Agent in connection with any legislation or regulation to which Escrow Agent is subject, in a timely manner. Escrow Agent’s appointment and acceptance of its duties under this Agreement is contingent upon verification of all regulatory requirements applicable to Buyer, Seller and any of their permitted

assigns, including successful completion of a final background check. These conditions include, without limitation, requirements under the USA Patriot Act Customer Identification Program, the Bank Secrecy Act, and the U.S. Department of the Treasury Office of Foreign Assets Control. If these conditions are not met, Escrow Agent may at its option promptly terminate this Agreement in whole or in part, or refuse any otherwise permitted assignment by Buyer or Seller, without any liability or incurring any additional costs.

15. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing (provided that any communication sent to Escrow Agent hereunder must be in the form of a manually signed document or electronic copy thereof), in English, and shall be delivered (a) by personal delivery, or (b) by national overnight courier service, or (c) by certified or registered mail, return receipt requested, or (d) via facsimile transmission, with confirmed receipt or (e) via email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section). Such notices shall be sent to the applicable party or parties at the address specified below:

If to Seller: Amory Regional Medical Center, Inc.
121 Leinart Street
Clinton, TN 37716
Attention: Steve Clapp

With simultaneous copy (which shall not constitute notice) to: Polsinelli PC
1201 West Peachtree Street, NE
Suite 1100
Atlanta, GA 30309
Attention: David E. Gordon, Esq.
dgordon@polsinelli.com

Egerton, McAfee, Armistead & Davis, P.C.
900 S. Gay Street, 14th Floor
Knoxville, TN 37902
Attention: Stephen A. McSween, Esq.
smcsween@emlaw.com

If to Buyer: North Mississippi Health Services, Inc.
830 South Gloster Street
Tupelo, MS 38801
Attention: Shane Spees

With simultaneous copy (which shall not constitute notice) to: North Mississippi Health Services, Inc.
830 South Gloster Street
Tupelo, MS 38801
Attention: Bruce Toppin, Esq.

Burr & Forman LLP
222 Second Avenue South, Suite 2000
Nashville, Tennessee 37201
Attention: David W. Houston IV, Esq.

Facsimile: (615) 724-3315
Email: dhouston@burr.com

If to Escrow Agent:

[COMPANY NAME]
[ADDRESS]
[ADDRESS]
Attention: [NAME]
Facsimile:
Email:

With simultaneous copy (which shall not constitute notice) to:

[COMPANY NAME]
[ADDRESS]
[ADDRESS]
Attention: [NAME]
Facsimile:
Email:

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein shall be deemed to have been given on the date received. Buyer and Seller agree to assume all risks arising out of the use of electronic methods to submit instructions and directions to Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

16. Amendment and Assignment. None of the terms or conditions of this Agreement may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Agreement. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. This Agreement may not be assigned by any party without the written consent of the other parties, provided that If Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Agreement) to another entity, the successor or transferee entity without any further act shall be the successor Escrow Agent.

17. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Mississippi without giving effect to the conflict of laws principles thereof that would require the application of any other laws. Each of the parties hereto irrevocably (a) consents to the exclusive jurisdiction and venue of the state and federal courts in the State of Tennessee in connection with any matter arising out of this Agreement, (b) waives any objection to such jurisdiction or venue (c) agrees not to commence any legal proceedings related hereto except in such courts (d) consents to and agrees to accept service of process to vest personal jurisdiction over it in any such courts made as set forth in Section 15 and (e) waives any right to trial by jury in any action in connection with this Agreement.

18. Entire Agreement, No Third Party Beneficiaries. This Agreement constitutes the entire agreement between the signatory parties hereto relating to the holding, investment and disbursement of Escrow Amount and sets forth in their entirety the obligations and duties of Escrow Agent with respect to Escrow Amount. This Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of

such provision or the remaining provisions of this Agreement. The Section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the signatory parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

*[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGES]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first above written.

SELLER:

**AMORY REGIONAL MEDICAL CENTER,
INC.**

By: _____
Name: _____
Title: _____

AMORY REGIONAL PHYSICIANS, LLC

By: _____
Name: _____
Title: _____

BUYER:

**NORTH MISSISSIPPI HEALTH SERVICES,
INC.**

By: _____
Name: _____
Title: _____

ESCROW AGENT:

[NAME]

By: _____
Name: _____
Title: _____

SCHEDULE A

(see attached)

SCHEDULE B

Each of the following person(s) is a Buyer Representative authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Buyer's behalf (only one signature required):

_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.

(Note: if only one person is identified above, provide the following information)
The following person not listed above is authorized for call-back confirmations:

_____	_____
Name	Telephone Number

Each of the following person(s) is a Seller Representative authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Seller's behalf (only one signature required):

_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.

(Note: if only one person is identified above, provide the following information)
The following person not listed above is authorized for call-back confirmations

_____	_____
Name	Telephone Number

**ATTACHMENT 1
FORM OF JOINT WRITTEN DIRECTION**

[To be completed on closing]

[NAME], as Escrow Agent
ATTN:
Address: _____

RE: ESCROW AGREEMENT made and entered into as of December 31, 2018 by and among North Mississippi Health Services, Inc. (“Buyer”), Amory Regional Medical Center, Inc. and Amory Regional Physicians, LLC (“Seller”) and [NAME], in its capacity as escrow agent (the “Escrow Agent”).

Pursuant to Section 4 of the above-referenced Escrow Agreement, Buyer and Seller hereby instruct Escrow Agent to disburse the amount of \$[●] from the [Escrow Amount] to [Buyer][Seller], as provided below:

Buyer

Bank Name: _____
Bank Address: _____
ABA No.: _____
Account Name: _____
Account No.: _____

Seller

Bank Name: _____
Bank Address: _____
ABA No. _____
Account Name: _____
Account No.: _____

[Buyer]
By: _____
Name:
Date: _____

[Seller]
By: _____
Name:
Date: _____

EXHIBIT I
TRADEMARK ASSIGNMENT AGREEMENT

(None)

EXHIBIT J

ASSIGNMENT OF DOMAIN NAME

THIS ASSIGNMENT OF DOMAIN NAME (this "Assignment") is made and entered into effective as of December 31, 2018 (the "Effective Date"), by and between [NAME], a [STATE] [ENTITY] ("Assignor"), and [NAME], a [STATE] [ENTITY] ("Assignee"), and this Assignment is made pursuant to that certain Asset Purchase Agreement dated effective August 31, 2018 (the "Purchase Agreement") by and among Amory Regional Medical Center, Inc., a Tennessee non-profit corporation (with ARP, "Seller"), Amory Regional Physicians, LLC, a Tennessee limited liability company ("ARP"), Curae Health, Inc., a Tennessee non-profit corporation ("Curae") and North Mississippi Health Services, Inc., a Delaware non-profit corporation, or its designated controlled Affiliate ("Buyer" and collectively with Seller and Curae, the "Parties").

RECITALS:

WHEREAS, Assignor owns and is the registrant for the domain name www.gilmorememorialhospital.org (the "Domain Name") and desires to transfer all of its interest in the Domain Name in exchange for good and valuable consideration from Assignee;

WHEREAS, Assignor and Assignee desire to do all things necessary to change the registrant name with the registrar of the Domain Name (the "Registrar") from Assignor to Assignee; and

WHEREAS, capitalized terms used in this Assignment without definition have the respective meanings given to them in the Purchase Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants and agreements set forth in this Assignment and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer. Assignor hereby transfers and assigns, effective as of the date hereof, all of its entire right, title and interest in and to the Domain Name and any email addresses and websites associated therewith.
2. Change of Registrant. Assignor agrees to do all things necessary, including, but not limited to, execution of any documents required by the Registrar, to change the name of the registrant for the Domain Name to Assignee. Assignee shall pay any costs associated with changing the registrant name with the Registrar.
3. Acceptance of Assignment. Assignee hereby accepts the Assignment set forth in Paragraph 1 above.
4. General. This Assignment (a) is irrevocable and effective upon the Assignee's signature to and delivery of a manually signed copy of this Assignment or facsimile or email transmission of the signature to this Assignment in connection with the Closing, if and only if the Closing is completed; (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns; (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement; and (d) may be signed in counterparts, as provided in Section 13.16 of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this Assignment, the provisions of the Purchase Agreement will control.

IN WITNESS WHEREOF, the Parties have executed this Assignment effective as of the date first written above.

ASSIGNOR:

[NAME], a [STATE] [ENTITY]

By: _____

Name: _____

Its: _____

ASSIGNEE:

[NAME], a [STATE] [ENTITY]

By: _____

Name: _____

Its: _____

EXHIBIT K
RESTRICTIVE COVENANTS AGREEMENT

THIS RESTRICTIVE COVENANTS AGREEMENT (“Agreement”), is made effective as of December 31, 2018 (the “Effective Date”), by and between Amory Regional Medical Center, Inc., a Tennessee non-profit corporation (with ARP, “Seller”), Amory Regional Physicians, LLC, a Tennessee limited liability company (“ARP”), Curae Health, Inc., a Tennessee non-profit corporation (“Curae”) and North Mississippi Health Services, Inc., a Delaware non-profit corporation, or its designated controlled Affiliate (“Buyer” and collectively with Seller and Curae, the “Parties”).

WHEREAS, the execution and delivery of this Agreement is a condition to and is in consideration of the closing of the transactions contemplated by that certain Asset Purchase Agreement dated effective August 31, 2018 (the “Purchase Agreement”);

WHEREAS, the Parties desire to enter into this Agreement to set forth the obligation of Seller to refrain from competing with Buyer for a period of time after the closing of the transactions contemplated by the Purchase Agreement as provided herein;

WHEREAS, capitalized terms used in this Restrictive Covenants Agreement without definition have the respective meanings given to them in the Purchase Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants and agreements set forth in this Agreement and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are whereby acknowledged, the Parties hereby agree as follows:

1. **Confidential Information.** Seller shall not use for itself or any other Person, or disclose to any other Person, any Confidential Information except to the extent such use or disclosure is (i) approved in writing in advance by Buyer, (ii) expressly permitted or required pursuant to the terms of the Purchase Agreement, or (iii) required by Law or any Order (in which event Seller shall inform Buyer in advance of any such required disclosure, shall cooperate with Buyer in all reasonable respects in obtaining a protective order or other protection in respect of such required disclosure and shall limit such disclosure to the extent reasonably possible while still complying with such requirements). Seller shall use commercially reasonable efforts to safeguard Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. For the purposes of this Agreement, “Confidential Information” means all information (whether or not specifically identified as confidential), in any form or medium that relates to the Purchased Assets or the Business, including: (a) internal business information related to the Business (including, information relating to strategic plans and practices, business, accounting, financial or marketing plans, practices or programs, training practices and programs, salaries, bonuses, incentive plans and other compensation and benefits information and accounting and business methods); (b) identities of, individual requirements of, specific contractual arrangements with, and information about, the Business or any Purchased Asset; (c) any confidential or proprietary information of any third party that Seller has a duty to maintain confidentiality of, or use only for certain limited purposes; (d) industry research compiled by, or on behalf of the Business, Seller, or any Seller Affiliate, including, identities of potential target companies, management teams, and transaction sources identified by, or on behalf of, Seller or any Seller Affiliate; (e) compilations of data and analyses, processes, methods, track and performance records, data and data bases relating thereto; (f) information related to the Transferred Intellectual Property and updates of any of the foregoing; and (g) information obtained during the prosecution or defense of any Third-Party Claim; provided, however, that Confidential Information shall not include any information that has become generally known to and widely available for use within the industry other than as a result of the acts or omissions of Seller or a Person that Seller has any direct

control over to the extent such acts or omissions are not authorized by Seller in the performance of such Person's assigned duties for Seller.

2. Non-Compete. Seller acknowledges that Seller has become, and following the date of this Agreement shall continue to be, familiar with the Business, as well as all Confidential Information. Therefore, until the date that is five (5) years from the later of (i) the date hereof or (ii) the date which is the date of the closing of the transactions contemplated by the Purchase Agreement (the "Restricted Period"), Seller shall not (and shall not take any steps to, or prepare to), and shall cause the Seller Affiliates not to, directly or indirectly, in any capacity, (i) develop, own, manage, control or exert any influence upon, acquire, lease, consult with, render or provide advice to, operate, affiliate with, participate in, permit its name to be used in connection with, receive any economic benefit from or in any other manner engage in any other similar activity or have any financial interest in, or otherwise provide any services to or for the benefit of, a Restricted Business (as defined herein) within the Restricted Area (as defined herein), (ii) manage or provide management or consulting services to, or participate in the management or control of, or exert any influence upon, any Person involved in the development, construction, ownership or operation of any Restricted Business within the Restricted Area or (iii) own a direct or indirect interest (financial or otherwise) in, or lend or contribute money to, or otherwise provide financial support for, any Person that engages in any of the activities described in clauses (i) and (ii), above. For purposes of this Agreement, "Restricted Business" shall mean any healthcare facility, business or service that may now or hereafter compete with the Hospital, whether provided in-person or through tele-medicine or other remote platform, including the following: acute care hospitals; long term acute care hospitals; psychiatric hospitals; specialty hospitals; ambulance or other healthcare related transportation services; medical office buildings; cancer treatment centers (including outpatient radiation oncology centers, gamma-knife centers and cyber-knife centers); children's, cardiac, rehabilitation, orthopedic, cancer, neuro, trauma or other facilities that specialize in one or more disease states; Physician practices; outpatient clinics, including surgery, urgent care, pain, burn, trauma, stroke, cancer and endoscopy centers; ambulatory surgery centers; free-standing emergency facilities or departments; psychiatric services; diagnostic imaging centers; free-standing emergency facilities or departments; psychiatric services; diagnostic imaging services; neonatal intensive care facilities; physical therapy facilities; catheterization laboratories; nursing facilities; parking facilities; and facilities used in or connection with or in support of any such healthcare facility, business or service, including non-healthcare and administrative services such as parking, transportation, maintenance, dieting, linen, repair, engineering, and business, administrative, and technical support. Nothing herein shall prohibit Seller from (i) being a passive owner of not more than two percent (2%) of the outstanding stock of any class of a corporation which is publicly traded, so long as Seller has no active participation in the business or management of such corporation, or (ii) participating (as an equity investor or otherwise) in other businesses that do not compete with the Business of Buyer. The "Restricted Area" shall include the counties of Eupora, Mississippi; Tishomingo, Mississippi; Marion, Alabama, and Clay, Mississippi, as further described on Attachment A hereto. Notwithstanding the foregoing, the existing hospitals affiliated with Seller in Batesville, Mississippi; Russellville, Alabama; and Clarksdale, Mississippi shall not be considered to be within the scope of this Section 2.

3. Non-Solicitation. During the Restricted Period, Seller shall not, and shall cause the Seller Affiliates not to, directly or indirectly, in any capacity, (i) encourage, induce, solicit or attempt to encourage, induce or solicit, any officer, director, manager, employee or independent contractor of Buyer Employer or any of Buyer Employer's Affiliates who works at, or provides services to, the Business, to leave the employ of Buyer Employer or any of Buyer Employer's Affiliates or terminate or diminish any relationship with Buyer Employer or any of Buyer Employer's Affiliates; provided, however, that the foregoing shall not apply to any general solicitation by Seller or any Seller Affiliate that is not directed specifically to any such Person; or (ii) hire, employ or contract with any Covered Person.

4. Non-Disparagement. Seller shall, and shall cause the Seller Affiliates to, instruct their officers, directors and employees not to, directly or indirectly, alone or in connection with any other Person, engage in any conduct or make any statement, whether in commercial or noncommercial speech, that disparages, criticizes or is injurious to the reputation of Buyer, any of its Affiliates, or any of its or their respective Representatives, managers, shareholders, members and principals.

5. Additional Acknowledgements. Seller recognizes that the covenants in this Agreement, and the territorial, time and other limitations with respect thereto, are reasonable and properly required for the adequate protection of the acquisition of the Purchased Assets by Buyer, including the Confidential Information, and agree and acknowledge that such limitations are reasonable with respect to Buyer's activities, business and public purpose. Seller acknowledges and represents that: (i) sufficient consideration has been given by each Party to the other as it relates to the covenants set forth in this Agreement; (ii) the restrictions and agreements in this Agreement are reasonable in all respects and necessary for the protection of Buyer and its Affiliates, the Confidential Information and the goodwill associated with the Business and the Purchased Assets and that, without such protection, Buyer's customer and client relationships and competitive advantage would be materially adversely affected; and (iii) the agreements in this Agreement are an essential inducement to Buyer to enter into this Agreement and they are in addition to, rather than in lieu of, any similar or related covenants to which Seller is party or by which it is bound. Seller agrees and acknowledges that the violation of the covenants or agreements in this Agreement would cause irreparable injury to Buyer and its Affiliates and that monetary damages and any other remedies at law for any violation or threatened violation thereof would be inadequate, and that, in addition to whatever other remedies may be available at law or in equity, Buyer and its Affiliates shall be entitled to temporary and permanent injunctive or other equitable relief without the necessity of proving actual damages or posting a bond or other security. In addition, in the event of a breach or violation by Seller or any Seller Affiliate of this Agreement, the Restricted Period shall be tolled until such breach or violation has been duly cured.

6. Enforcement. It is the intention of each Party that the provisions of this Agreement shall be enforced to the fullest extent permissible under the Law and the public policies of the State of Mississippi and of any other jurisdiction in which enforcement may be sought, but that the unenforceability (or the modification to conform with such Laws or public policies) of any provisions hereof shall not render unenforceable or impair the remainder of this Agreement. Accordingly, if any term or provision of this Agreement shall be determined to be illegal, invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid and enforceable to the fullest extent permissible as aforesaid, with the maximum period, scope or geographical area permitted under applicable Laws being substituted for the period, scope or geographical area hereunder. The Parties hereto agree that Buyer would suffer irreparable harm from a breach of Sections 1 through 4 by the remaining Parties and that money damages would not be an adequate remedy for any such breach of this Agreement. Therefore, in the event a breach or threatened breach of this Agreement, Buyer and its successors or assigns, in addition to other rights and remedies existing in their favor, shall be entitled to specific performance and/or injunctive or other equitable relief from a court of competent jurisdiction, in order to enforce, or prevent any violations of, the provisions hereof (without posting a bond or other security or proving actual damages).

7. General. This Agreement (a) is irrevocable and effective upon the Buyer's signature to and delivery of a manually signed copy of this Agreement or facsimile or email transmission of the signature to this Agreement in connection with the Closing, if and only if the Closing is completed; (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns; (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement; and (d) may be signed in counterparts, as provided in Section 13.16 of the Purchase Agreement. In the event of any

conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this Agreement, the provisions of the Purchase Agreement will control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

SELLER:

AMORY REGIONAL MEDICAL CENTER, INC., a Tennessee non-profit corporation

By: _____

Name: _____

Its: _____

ARP:

AMORY REGIONAL PHYSICIANS, LLC, a Tennessee limited liability company

By: _____

Name: _____

Its: _____

BUYER:

NORTH MISSISSIPPI HEALTH SERVICES, INC., a Delaware non-profit corporation

By: _____

Name: _____

Its: _____

ATTACHMENT A

