

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:)	
	)	Chapter 11
Curae Health, Inc., <i>et al.</i> ¹	)	Case No. 18-05665
)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921)	
Debtors.	)	Jointly Administered

DEBTORS’ EXPEDITED MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE SALE OF NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS, (II) APPROVING THE CLARKSDALE APA; (III) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF

The above-captioned debtors and debtors-in-possession (collectively, the “*Debtors*”) file this motion pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the “*Bankruptcy Code*”), rules 2002, 6003, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and rule 9075-1 of the Local Rules of Bankruptcy Procedure for the Middle District of Tennessee (the “*Local Rules*”), for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “*Sale Order*”), (i) authorizing the sale of the Northwest Mississippi Regional Medical Center, a regional medical center and related healthcare operations and facilities located in Clarksdale, Mississippi (the “*Clarksdale Hospital*”), free and clear of all liens, claims, encumbrances and other interests, (ii) approving the Clarksdale APA (defined below); (iii) authorizing assumption and assignment of certain executory contracts and unexpired leases, and (iv) granting related relief. In support of the motion, the Debtors rely on and incorporate by reference the *Declaration of Stephen N. Clapp*,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Curae Health, Inc. (5638); Amory Regional Medical Center, Inc. (2640); Batesville Regional Medical Center, Inc. (7929); and Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); Clarksdale Regional Physicians, LLC (5311).

Chief Executive Officer of Curae Health Inc., in Support of Chapter 11 Petitions and First Day Pleadings [Docket No. 49] (the “*First Day Declaration*”) and, respectfully, state as follows:

JURISDICTION AND VENUE

1. This court has jurisdiction to consider this motion pursuant to 28 U.S.C. §§ 157 and 1334.
2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).
3. Venue is proper before this court pursuant to 28 U.S.C. §§ 1408 and 1409.
4. The statutory predicates for the relief sought are 11 U.S.C. §§ 105(a), 363(b) and (f) and 365.

GENERAL BACKGROUND

5. On August 24, 2018 (the “*Petition Date*”), Clarksdale Regional Medical Center, Inc. (“*Clarksdale*”), Clarksdale Regional Physicians, LLC (“*Clarksdale Physicians*”), Curae Health, Inc. (“*Curae*”), and certain affiliates commenced cases under chapter 11 of the Bankruptcy Code (the “*Chapter 11 Cases*”).

6. The Debtors are operating their businesses and managing their property as debtors in possession, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases.

8. On August 29, 2018, the Court entered an order authorizing the joint administration of the Chapter 11 Cases [Docket No. 59].

SUMMARY OF REQUESTED RELIEF

9. The Debtors and CHS have negotiated the terms of the asset purchase agreement for the Clarksdale Hospital (the “*Clarksdale APA*”), which sets forth the Purchased Assets (as

defined and more fully set forth in the Clarksdale APA, the “*Purchased Assets*”) to be sold (the “*Sale*”).

10. The Debtors seek entry of the proposed Sale Order attached to this motion as

Exhibit A, which provides for, among other things:

- a. Authorization of the sale of the Clarksdale Hospital free and clear of all liens, claims, encumbrances and other interests;
- b. approval of the Clarksdale APA;
- c. authorization of the assumption and assignment of executory contracts, pursuant to section 365 of the Bankruptcy Code, in connection with the Sale of the Clarksdale Hospital; and
- d. any related relief.

THE CLARKSDALE HOSPITAL

11. Clarksdale is a Tennessee nonprofit corporation formed to operate the Clarksdale Hospital, which it leases from Coahoma County. The Clarksdale Hospital includes the following medical facilities: 10-bed ICU; 33-bed telemetry stepdown unit; 20 ambulatory surgery beds, 10-bed emergency department; 7-room operating suite; 12-bed recovery room; labor and delivery suite (2 labor and delivery rooms, 5 regular labor rooms, 2 delivery rooms, and a 23-bassinet newborn and intensive care nursery); pavilion dedicated for women and children; wound healing center; and medical and surgical units. Clarksdale is the sole member of Clarksdale Physicians. Clarksdale Physicians was formed to employ some of the physicians that work in the Clarksdale Facilities.

12. Debtor Curae acquired the Clarksdale Hospital and two other hospitals located in Mississippi (collectively, the “*Hospitals*”) from CHS/Community Health Systems, Inc. (together with its affiliates and subsidiaries, “*CHS*”) in 2017. Following the acquisition, the Clarksdale

Hospital suffered a dramatic decline in reported net revenue and incurred higher than anticipated operating costs.

13. Given the Clarksdale Hospital's poor performance, accounts payable continued to grow. Several of the Clarksdale Hospital's large vendors began to request payment plans for the older invoices. Some vendors moved to requiring payment before they would deliver supplies or services. Given an impending complete lack of liquidity, the Clarksdale Hospital filed for Chapter 11 on the Petition Date along with its debtor affiliates to accomplish an orderly sale of their assets to maximize their value and ensure the continued operation of the Hospitals for the benefit of the communities they serve.

14. After the Petition Date, the Clarksdale Hospital's financial performance was significantly worse than forecasted in the Debtor's budget. The poor financial performance of the Clarksdale Hospital since the Petition Date created a cash drain on the Debtors' estates. On October 12, 2018, Debtors filed the *Expedited Motion for Entry or an Order Authorizing Debtors to: (I)(A) Shut Down the Clarksdale Hospital; (B) Reject Unexpired Leases and Contracts of Clarksdale; and (C) Receive Related Relief; or, in the Alternative; (II)(A) Transfer Operations of the Clarksdale Hospital to a New Operator Free and Clear of any Liens, Claims, or Encumbrances Pursuant to an Operations Transfer Agreement to be Filed with the Court; (B) Assume and Assign the Coahoma County Lease and Certain Other Unexpired Leases and Contracts Requested by the New Operator; and (C) Receive Related Relief* [Docket No. 314] (the "**Clarksdale Shutdown Motion**"), which is fully incorporated herein by reference.

15. On December 13, 2018, following extensive negotiations among the Debtors, Coahoma County, Mississippi (the "**County**"), the Official Committee of Unsecured Creditors, the Debtors' secured creditors, and CHS and multiple hearings on the Clarksdale Shutdown

Motion, the Court entered the *Order (I) Authorizing the Debtors to Enter into the Interim Management Services Agreement with Clarksdale HMA, LLC, Coahoma County, and CHS/Community Health Systems, Inc., and (II) Granting Related Relief* [Docket No. 558] (the “*Clarksdale IMSA Order*”), pursuant to which the Court, *inter alia*, approved the Interim Management Services Agreement (the “*IMSA*”). Effective December 16, 2018, Debtors transferred management of the Clarksdale Hospital on an interim basis to CHS to allow the hospital to remain open for the benefit of its community. In connection with the transfer, CHS purchased the inventory of the Clarksdale Hospital and affiliated clinics for \$1,209,862.81 shortly after execution of the IMSA.

16. Pursuant to sections 6.2(d) and (e) of the IMSA, the IMSA may be terminated by CHS, the Debtors, the Committee, Midcap, or ServisFirst after January 25, 2019 if no motion has been filed with the Court pursuant to 11 U.S.C. § 363 seeking approval of a transaction transferring the assets of the Clarksdale Hospital to CHS or another party agreed to by Debtors and the County. To date, no party has sought to terminate the IMSA. Since entering into the IMSA, Debtors and CHS have been negotiating the terms for the sale of the Clarksdale Hospital. In accordance with the IMSA, the Debtors file this Motion.

PROPOSED CLARKSDALE APA

17. The Debtors propose to enter into the Clarksdale APA with CHS for the purchase of the Clarksdale Hospital and certain assets necessary for or related to the operation of the Clarksdale Hospital.

18. A true and correct copy of the Clarksdale APA is attached to this motion as **Exhibit B** and is incorporated in this paragraph by reference.

19. The Debtors propose to sell the Purchased Assets to CHS free and clear of all liens, claims, encumbrances, and other interests.

20. The key terms of the Clarksdale APA are as follows:
- a. **Purchase Price:** \$500,000 cash component plus the assumption of certain liabilities associated with contracts to be assumed and assigned
 - b. **Purchased Assets:** Substantially all assets and operations of the Clarksdale Hospital
 - c. **Closing Date:** On or before May 31, 2019

ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

21. The Clarksdale APA provides that certain executory contracts and unexpired leases will be assumed and assigned, as part of the transaction contemplated by the Clarksdale APA.

22. Upon entry of an order setting a hearing on this motion, the Debtors shall file and serve a notice, substantially in the form attached to this motion as **Exhibit C** (the “*Debtors’ Assumption Notice*”), on all parties to executory contracts or unexpired leases identified by the Debtors as potentially being assumed and assigned.

23. The Debtors’ Assumption Notice provides notice of, among other things, (a) this motion and the relief sought, (b) the assumption and assignment of the applicable executory contract or unexpired lease, as applicable, (c) the proposed cure amount(s) for the applicable executory contract or unexpired lease, and (d) the deadline to object to the assumption and assignment and proposed cure amount.

24. In addition, each Assumption Notice will set forth the Debtors’ proposed procedures for resolving any disputes regarding the assumption and assignment of any executory contract or unexpired lease (the “*Assumption and Assignment Procedures*”).

25. CHS shall have a period of up to thirty (30) days after closing to reject contracts that it so designates in the event that aggregate cure amounts exceed \$500,000.

BASIS FOR RELIEF

I. This court should approve the sale of the Purchased Assets.

26. The proposed sale of the Purchased Assets pursuant to the Clarksdale APA (as may be modified prior to the Sale Hearing) is supported by sound business justifications and, at the Sale Hearing, should be approved.

27. Given the circumstances leading to the sale of the Clarksdale Hospital, the Debtors believe that the delay of any sale of the Clarksdale Hospital would not increase the likelihood of identifying any additional potential purchasers. Before and after the Petition Date, Debtors engaged in extensive marketing with respect to all of the Debtors' hospitals. Debtors, with the help of their professionals, reached out to approximately thirty-six companies with respect to the sale of the Clarksdale Hospital. Despite Debtors' marketing efforts, there was limited interest from potential buyers with respect to acquiring just the Clarksdale Hospital. The Debtors received no offers to purchase the Clarksdale Hospital other than the CHS offer. Based on this limited interest, Debtors do not believe that a sale of the Clarksdale Hospital through a normal bankruptcy sale process will benefit the Debtors' estates. Given the Clarksdale Hospital's pre and post-petition financial condition, Debtors believe it is in the best interests of the estates to proceed with the sale process of the Clarksdale Hospital with CHS.

II. The sale of the Purchased Assets should be free and clear of liens, claims, and encumbrances.

11 U.S.C. § 363(f) provides:

The Trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate only if:

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;

- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is a bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

28. Pursuant to 11 U.S.C. § 363(f), the Debtors seek authority to sell and transfer the Proposed Purchase Assets free and clear of all liens, claims, and encumbrances.

29. A sale free and clear of liens, claims, encumbrances, and other interests is necessary to maximize the value of the Purchased Assets.

30. A sale subject to liens, claims, encumbrances, and other interests would result in a lower purchase price and be of substantially less benefit to the Debtors' estates.

31. A sale free and clear of liens is particularly appropriate under the circumstances, because any liens, claims, encumbrances, and other interests in, to, or against any of the Purchased Assets that exists immediately prior to the closing of the sale will attach to the sale proceeds with the same validity, priority, force, and effect as it had at such time, subject to the rights and defenses of the Debtors or any party in interest.

32. The Debtors have fully disclosed and requested the court's approval of all of the terms and conditions of the proposed sale.

33. Therefore, the Debtors submit that ordering the sale of the Purchased Assets free and clear is both warranted and appropriate.

III. The sale of the Purchased Assets is in the best interests of creditors.

34. The proposed sale of the Purchased Assets pursuant to the Clarksdale APA is in the best interests of the creditors.

35. The Purchased Assets have been adequately marketed, and the proposed sale process is permissible under 11 U.S.C. § 363.

36. A sale of the Purchased Assets will reduce the costs and professional fees currently being incurred to maintain and administer the Purchased Assets.

37. A sale of the Purchased Assets is the most practical way for creditors to realize a recovery in this case.

IV. Sound business justification for the sale exists.

38. There is more than adequate business justification to sell the Purchased Assets to CHS.

39. Absent a sale of the Purchased Assets to a third party, the Debtors would likely be forced to liquidate the Clarksdale Hospital's assets piecemeal and wind up the Clarksdale Hospital's operations.

40. Further, if the Clarksdale Hospital is not sold as a going concern, the value obtained for the assets of Hospital would be significantly less, which would decrease any potential recovery for creditors.

V. The Clarksdale APA provides fair and reasonable compensation to the Debtors.

41. The Debtors, in the Debtors' sound business judgment, have determined that the proposed sale of the Purchased Assets will enable the Debtors to obtain the highest or best offer for the Purchased Assets and maximize the value of the Purchased Assets for their creditors.

42. As set forth above, the Debtors have engaged in a robust marketing process and, to date, the Clarksdale APA and CHS' offer represents the highest and best offer for the Purchased Assets.

43. Based upon the Debtors' sound business judgment, the Clarksdale APA and offer from CHS represent fair and reasonable consideration for the Purchased Assets. It is unlikely that any higher or better offers could be obtained through alternative procedures.

VI. The Court Should Approve the Assumption and Assignment of Certain of the Debtors' Executory Contracts and Unexpired Leases

44. Section 365 of the Bankruptcy Code permits a debtor-in-possession, with court approval, to assume or reject any executory contracts. *See, e.g., In re VisionAmerica, Inc.*, 2001 WL 1097741, at *3 (Bankr. W.D. Tenn. Sept. 12, 2001); *In re Beare Co.*, 177 B.R. 879, 882 (Bankr. W.D. Tenn. 1994); *In re Rovine Corp.*, 5 B.R. 402, 403 (Bankr. W.D. Tenn. 1980); 11 U.S.C. § 365(a).

45. “In order for it to be assumed, an executory contract must benefit a debtor’s bankruptcy estate, . . . and the assumption of the contract must be an exercise of ‘reasonable business judgment.’” *In re Beare Co.*, 177 B.R. 879, 882 (Bankr. W.D. Tenn. 1994) (internal citations omitted); *Matter of Taylor*, 913 F.2d 102 (3rd Cir. 1990); *In re Global International Airways*, 35 B.R. 881 (Bankr. W.D. Mo. 1983). The business judgment test is not a strict standard, but merely requires a showing that either the assumption or rejection of a contract will benefit a debtor’s estate. *In re Bildisco*, 682 F.2d 72, 79 (3rd Cir. 1982), *aff’d sub nom. N.L.R.B. v. Bildisco & Bildisco*, 465 U.S. 513, 104 S. Ct. 1118, 79 L. Ed. 2d 482 (1984); *In re Beare Co.* 177 B.R. 879, 882 (Bankr. W.D. Tenn. 1994).

46. Once an executory contract has been assumed, a debtor may assign that contract so long as adequate assurances regarding future performance are provided. *Cinicola v. Scharffenberger*, 248 F.3d 110, 120 (3d Cir. 2001) (“Before an executory contract may be assigned, the trustee first must assume the contract and ‘adequate assurance of future performance’ of the contract must be provided. 11 U.S.C. §§ 365(f)(2)(A), (B). This requirement provides needed protection to the non-debtor party because the assignment relieves the trustee and the bankruptcy estate from liability for breaches arising after the assignment.”). The Bankruptcy Code “provides debtors with broad authority to assume and assign executory

contracts” and “although assignment requires the satisfaction of certain conditions, the Bankruptcy Code favors free assignability.” *Id.* at 123 (citing *In re Columbia Gas Sys. Inc.*, 50 F.3d 233, 238 (3d Cir.1995); 11 U.S.C. § 365(f)(1); 2 NORTON BANKRUPTCY LAW AND PRACTICE § 39:1 (William L. Norton Jr. ed., 2d ed. 1997); *Rickel Home Centers, Inc.*, 209 F.3d 291, 299 (3d Cir.2000)).

47. Here, the assumption and assignment of certain of the Debtors’ executory contracts and unexpired leases is in the best interests of the Debtors and will benefit the Debtors’ estates. The assumption and assignment procedures comply with section 365 of the Bankruptcy Code and Rule 6006 of the Bankruptcy Rules and provide an efficient and economical procedure for providing notice of the potential assumption and assignment of contracts and leases and the resolution of any objections relating to such assumption and assignment. Moreover, the Assumption Notice provides adequate notice to counterparties to executory contracts and unexpired leases, regarding the potential assumption and assignment of their respective executory contract or unexpired lease.

NOTICE

Notice of this Motion is being served via First Class U.S. Mail and/or CM/ECF to: (a) the U.S. Trustee; (b) all Contract Counterparties; (c) counsel to ServisFirst; (d) counsel to CHS; (e) counsel to MidCap; (f) the Office of the United States Attorney for the Middle District of Tennessee; (g) the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services; (h) the Tennessee State Department of Health Division of Licensure and Regulation of Health Care Facilities; (i) the Attorney General of the State of Tennessee; (j) the Tennessee Department of Revenue; (k) the Tennessee Secretary of State; (l) the Mississippi State Department of Health; (m) the Attorney General of the State of

Mississippi; (n) the United States Attorney's Office for the Northern District of Mississippi; (o) the Mississippi Department of Revenue; (p) the Internal Revenue Service; (q) counsel to the official committee of unsecured creditors; (r) the ombudsman and her counsel; (s) the Mississippi Division of Medicaid (attn.: James Bobo); (t) any party who has requested notice pursuant to Bankruptcy Rule 2002; (u) all parties entitled to notice under Bankruptcy Rule 2002(a); and (v) all lienholders holding interests of record in the assets of Clarksdale.

CONCLUSION

WHEREFORE, the Debtors respectfully request that this court enter an order, substantially in the form attached to this motion as **Exhibit A**: (i) authorizing and approving the sale of the Purchased Assets to CHS, free and clear of all liens, claims, encumbrances, and other interests; (ii) authorizing and approving the Clarksdale APA; (iii) authorizing the assumption and assignment of certain executory contracts and unexpired leases, and (iv) granting other and further related relief.

Dated this 24th day of April, 2019

Respectfully submitted,

POLSINELLI PC

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EXHIBIT A

PROPOSED SALE ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:)	
	)	Chapter 11
Curae Health, Inc., <i>et al.</i> ¹	)	Case No. 18-05665
)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921)	
Debtors.	)	Jointly Administered

**ORDER (I) AUTHORIZING, APPROVING, AND DIRECTING THE
SALE OF SUBSTANTIALLY ALL OF THE ASSETS OF NORTHWEST MISSISSIPPI
REGIONAL MEDICAL CENTER TO CHS FREE AND CLEAR OF ALL LIENS,
CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (II) AUTHORIZING AND
APPROVING THE CLARKSDALE APA; (III) APPROVING THE ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES; AND (IV) GRANTING RELATED RELIEF**

Upon consideration of the *Debtors’ Motion for Entry of an Order (I) Authorizing and Approving the Sale of Northwest Mississippi Regional Medical Center Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Establishing Certain Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (III) Scheduling a Hearing and Objections Deadlines With Respect to the Sale of Northwest Mississippi Regional Medical Center, and (IV) Granting Related Relief* (Docket No. ___) (the “*Sale Motion*”);² and after due consideration and finding sufficient cause for the relief sought in the Sale Motion,

IT IS HEREBY FOUND, DETERMINED, AND CONCLUDED THAT:³

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Curae Health, Inc. (5638); Amory Regional Medical Center, Inc. (2640); Batesville Regional Medical Center, Inc. (7929); and Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); Clarksdale Regional Physicians, LLC (5311).

² Capitalized terms used in this order and not otherwise defined shall have the meanings ascribed to them in the Sale Procedures Motion.

³ The findings of fact and conclusions of law herein constitute the court’s findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

1. This Court has jurisdiction over this matter and over the property of the Debtors' estates, pursuant to 28 U.S.C. §§ 157 and 1334.

2. This is a core proceeding, within the meaning of 28 U.S.C. §§ 157(b)(2)(A), (N), and (O).

3. Venue is proper in this court, pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The relief in this order is granted pursuant to sections 105, 363, and 365 of the Bankruptcy Code and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure.

5. Proper, timely, adequate, and sufficient notice of the Sale Motion and relief sought in the Sale Motion has been provided, and such notice was sufficient and appropriate under the particular circumstances and no other or further notice of the Sale Motion or relief sought in the Sale Motion is necessary or required.

6. A reasonable opportunity to object or be heard regarding the requested relief in the Sale Motion and this order has been afforded to all parties entitled to notice of the Sale Motion and such relief.

7. The Debtors have the power and authority to sell the Purchased Assets free and clear of all liens, claims, and encumbrances pursuant to section 363 of the Bankruptcy Code, and all requirements for such sale pursuant to section 363 of the Bankruptcy Code have been satisfied.

8. The Debtors have the power and authority to assume and assign the contracts identified in the Clarksdale APA, and all requirements for such assumption and assignment pursuant to section 365 of the Bankruptcy Code have been satisfied.

9. It is necessary and appropriate for this court to retain jurisdiction to, among other things, (a) interpret, implement, and enforce the terms and provisions of this order, the Clarksdale APA, all amendments to the Clarksdale APA, any waivers and consents under the Clarksdale APA, and each of the agreements executed in connection with the Clarksdale APA and (b) to adjudicate, if necessary, any and all disputes concerning or relating in any way to the sale of the Purchased Assets, and such jurisdiction is retained.

PROPER NOTICE OF THE MOTION

10. The Debtors properly provided notice, pursuant to and in accordance with the Interim Clarksdale Order, and no other or further notice is necessary or required.

11. The Debtors have adequately disclosed all material terms and conditions regarding the Clarksdale APA and sale of the Purchased Assets.

12. The notice provided by the Debtors was in substantial compliance with all applicable laws and satisfied all due process requirements.

13. The notice provided was reasonably calculated to apprise all interested parties of the sale of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests, and of the assumption and assignment of certain executory contracts.

14. As a result, notice of the Sale Motion, Sale Hearing, and a reasonable opportunity to object or be heard with respect to the foregoing has been afforded to all interested persons and entities, and the notice provided is appropriate and sufficient for all purposes, including the sale of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests, and of the assumption and assignment of certain executory contracts.

NO FRAUDULENT TRANSFER

15. The consideration provided for the Purchased Assets under the Clarksdale APA (a) is fair and reasonable, (b) is the highest or otherwise best offer for the Purchased Assets, and (c) constitutes reasonably equivalent value for the Purchased Assets.

VALIDITY OF TRANSFER

16. The Debtors' transfer of the Purchased Assets pursuant to the Clarksdale APA and this order will be a legal, valid, and effective transfer of the Purchased Assets and will indefeasibly vest CHS with good and valid title in and to the Purchased Assets free and clear of any Liens (as defined below).

17. The Debtors have full power and authority to execute and consummate the Clarksdale APA and all related documents and is directed to do so, and no consents or approvals (other than those expressly provided for in the Clarksdale APA) are required to consummate the transactions contemplated by the Clarksdale APA and this order.

18. Neither the Debtors nor CHS has engaged in any conduct that would cause or permit the Clarksdale APA or transactions contemplated by the Clarksdale APA to be avoided or otherwise set aside, and CHS is a good-faith purchaser pursuant to § 363(m) of the Bankruptcy Code.

19. Holders of liens, claims, encumbrances, or others interests in, on, or to any of the Property who did not object, or who withdrew their objections, to the Sale Motion are deemed to have consented to entry of this order, pursuant to section 363(f)(2) of the Bankruptcy Code.

20. The sale of the Purchased Assets to CHS does not amount to a consolidation, merger, or de facto merger of CHS and the Debtors or CHS and the Debtors' estates, there is not substantial continuity between CHS and the Debtors or CHS and the Debtors' estates, there is no continuity of enterprise between CHS and the Debtors or CHS and the Debtors' estates, CHS is

not a mere continuation of the Debtors or Debtors' estates, and CHS does not constitute a successor to the Debtors or the Debtors' estates.

21. Without limiting the generality of the foregoing, CHS shall have no successor or transferee liability of any kind or character with respect to any "claim" (as defined in the Bankruptcy Code) against the Debtors or any other liability or obligation of any kind or nature whatsoever of the Debtors, as a result of its purchase of the Purchased Assets, its operation of the business formerly operated by the Debtors, or otherwise (except as expressly assumed).

22. Neither the Debtors nor CHS has engaged in any conduct that would cause or permit the sale of the Property to CHS to be avoided under section 363(n) of the Bankruptcy Code.

BASED UPON THE FOREGOING FINDINGS AND CONCLUSIONS, IT IS HEREBY:

1. **ORDERED** that the Sale Motion is GRANTED as set forth in this order; and it is further

2. **ORDERED** that all objections to the Sale Motion concerning the Clarksdale APA or otherwise relating to the sale of the Purchased Assets and relief granted in this order that have not been withdrawn, waived, resolved, sustained, or settled are expressly denied and overruled in their entirety; and it is further

3. **ORDERED** that the Clarksdale APA, as set forth in **Exhibit 1** to this order, is approved as set forth in this order; and it is further

4. **ORDERED** that the Debtors are directed to sell the Purchased Assets free and clear of all Liens (as defined below) in accordance with the Clarksdale APA and this order; and it is further

5. **ORDERED** that the Debtors are authorized to take all actions to consummate the sale of the Purchased Assets pursuant to and in accordance with the Clarksdale APA and this order, including transferring and conveying the Purchased Assets to CHS; and it is further

6. **ORDERED** that the Debtors are authorized, directed, and empowered to consummate and implement fully the Clarksdale APA, together with all additional instruments and documents that may be necessary or desirable to implement and consummate the sale of the Purchased Assets in accordance with the Clarksdale APA and this order; and it is further

7. **ORDERED** that the Debtors are authorized and directed to take all actions necessary or desirable for the purpose of assigning, transferring, granting, conveying, and conferring the Purchased Assets to CHS; and it is further

8. **ORDERED** that any assignee of CHS shall have the same substantive and procedural protections of the Clarksdale APA and of this order as CHS; and it is further

9. **ORDERED** that, time being of the essence, CHS and the Debtors are directed to use its best efforts to close the sale of the Purchased Assets in accordance with the terms of the Clarksdale APA and this order as soon as reasonably practicable; and it is further

10. **ORDERED** that, any agreements, documents, or other instruments executed in connection with the Clarksdale APA may be modified, amended, or supplemented by the Debtors and CHS, after consultation with the Committee, in accordance with the terms of the Clarksdale APA, without further notice (except to the Committee) or order of this court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates or their creditors, and provided further that any material modification, amendment or supplement that becomes effective in accordance with this paragraph shall be filed with the Court; and it is further

11. **ORDERED** that, notwithstanding the preceding paragraph 10, the Committee's right to object to any modification, amendment, or supplement of the Clarksdale APA or any agreements, documents, or other instruments executed in connection therewith, is expressly reserved and preserved; and it is further

12. **ORDERED** that the transfer of the Purchased Assets to CHS shall be free and clear of any and all liens, encumbrances, claims, charges, defenses, offsets, recoupments, and interests on the foregoing and against the foregoing of whatever type or description, including, without limitation, any restrictions on or conditions to transfer or assignment, liens, mortgages, security interests, pledges, hypothecations, control agreements, equities and other claims and interests having arisen, existed, or accrued prior to and through the Closing Date, whether direct or indirect, monetary or non-monetary, arising at law or in equity, contract or tort, absolute or contingent, matured or unmatured, voluntary or involuntary, liquidated or unliquidated, of, by, or against the Purchased Assets (collectively, the "*Liens*"), with such Liens, if any, to attach to the net proceeds of the sale of the Purchased Assets with the same effect, validity, enforceability, and priority as existed prior to the sale, subject to any and all rights, claims, defenses, and objections of the Debtors, the Debtors' estates, the Committee, and all interested parties with respect to such asserted Liens, and all such rights, claims, defenses and objections with respect to such asserted Liens are expressly reserved and preserved; and it is further

13. **ORDERED** that all holders of Liens, if any, on any of the Purchased Assets are directed, upon Closing, to execute such documents and take all other actions as may be necessary or requested by the Debtors or CHS, to terminate and release any filed or recorded documents evidencing their respective Liens on any of the Purchased Assets; and, if any such holder does not deliver to the Debtors or CHS by Closing, in proper form for filing (and, if necessary,

executed by the appropriate parties), termination statements, instruments of satisfaction, releases of liens and easements, or any other documents necessary, or requested by the Debtors or CHS, for the purpose of terminating or releasing any filed or recorded document evidencing a Lien on any of the Property, the Debtors and CHS each are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of any such holder with respect to any of the Purchased Assets; and it is further

14. **ORDERED** that any person or entity that is presently, or as of Closing, in possession of some or all of the Purchased Assets is hereby directed to surrender possession of such Purchased Assets to CHS upon Closing; and it is further

15. **ORDERED** that any and all Liens will attach to the net proceeds of the sale of the Purchased Assets with the same effect, validity, enforceability, and priority as such Liens had against the Purchased Assets prior to the sale authorized by this order, subject to any and all rights, claims, defenses, and objections of the Debtors, the Debtors' estates, the Committee, and all interested parties with respect to such asserted Liens, and all such rights, claims, defenses and objections with respect to such asserted Liens are expressly reserved and presented; and it is further

16. **ORDERED** that the provisions of this order authorizing the sale of the Purchased Assets free and clear of any Liens shall be and are self-executing, and the Debtors and CHS shall not be required, but are permitted in their discretion, to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of the Clarksdale APA and this order; and it is further

17. **ORDERED** that neither the purchase of the Purchased Assets nor the subsequent operation of the Purchased Assets by CHS shall cause CHS or its affiliates, successors, or

assigns or their respective properties (including the Purchased Assets) to be deemed a successor in any respect of the Debtors' or Debtors' business operations within the meaning of any laws, rules, or regulations relating to any tax, revenue, pension, benefit, ERISA, environmental, labor, employment, products liability, or other law, rule, or regulation of any federal, state, or local government; and it is further

18. **ORDERED** that this order and the documents executed in connection with and pursuant to this order constitute a full and complete general assignment, conveyance, and transfer of the Purchased Assets or a deed or a bill of sale transferring good and marketable title in the Purchased Assets to CHS on the Closing Date, free and clear of all Liens, and each and every federal, state, and local governmental agency or department is directed to accept this order as such an assignment, deed or bill of sale or any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Clarksdale APA and this order; and it is further

19. **ORDERED** that, if necessary, this order shall be accepted for recordation on or after the Closing Date as conclusive evidence of the free and clear, unencumbered transfer of title to the Purchased Assets to CHS; and it is further

20. **ORDERED** that this order is effective as a determination that any and all Liens, if any, will be, and are, without further action by any person or entity, unconditionally released, discharged, and terminated with respect to the Purchased Assets, and such Liens, if any, will attach to the net proceeds of the sale of the Purchased Assets with the same effect, validity, enforceability, and priority as such Liens had against the Purchased Assets prior to the sale authorized by this order, subject to any and all rights, claims, defenses, and objections of the Debtors, the Debtors' estates, the Committee, and all interested parties with respect to such

asserted Liens, and all such rights, claims, defenses and objections with respect to such asserted Liens are expressly reserved and presented; and it is further

21. **ORDERED** that this court retains exclusive jurisdiction to (a) enforce and implement the Clarksdale APA as set forth in this order and any other agreements, documents, and instruments executed in connection with the Clarksdale APA, (b) compel delivery of possession of the Purchased Assets (or any part of the Purchased Assets) to CHS, (c) resolve any disputes, controversies, or claims arising out of or relating to the Clarksdale APA, this order, or the sale of the Purchased Assets, and (d) interpret, implement, and enforce the provisions of this order; and it is further

22. **ORDERED** that the terms and conditions of the Clarksdale APA and this order will be binding in all respects upon, and will inure to the benefit of, the Debtors, CHS, and their respective affiliates, successors and assigns, and any affected third parties; and it is further

23. **ORDERED** that all persons who hold Liens against the Purchased Assets are forever estopped and permanently enjoined from asserting or prosecuting any claims or causes of action against CHS, its affiliates, successors or assigns, or any of their respective officers, directors, employees, attorneys or advisors, arising out of or in connection with the sale of the Purchased Assets; and it is further

24. **ORDERED** that nothing contained in this order, the Clarksdale APA, or any agreements, documents, or other instruments executed in connection with the Clarksdale APA, shall constitute a release, waiver, modification or discharge of, or estop or enjoin the Debtors, the Debtors' estates, the Committee, or any successors thereof from asserting or prosecuting, any and all claims or causes of action against CHS, its affiliates, successors or assigns, or any of their respective officers, directors, employees, agents, attorneys or advisors; and it is further

25. **ORDERED** that, notwithstanding anything to the contrary in the Clarksdale APA or otherwise, the Purchased Assets shall not include (i) any and all causes of action and the proceeds thereof arising under chapter 5 of the Bankruptcy Code or applicable state law equivalents, (ii) any commercial tort claims (as such term is defined in the Uniform Commercial Code as in effect in the State of New York) arising on or before the Effective Date of the IMSA and the proceeds thereof, including, without limitation, any and all causes of action (a) against present and former directors and officers of the Debtors and/or any of their affiliates, (b) against CHS, its affiliates, successors or assigns, or any of their respective officers, directors, employees, agents, attorneys or advisors, and (c) of the Debtor and/or any of its affiliates against other Debtor entities and/or any of their affiliates, and (iii) any claims or causes of action against the Debtors' contract counterparties (other than claims or causes of action arising under any Assumed Contract) and the proceeds thereof (collectively, the "Causes of Action"); and it is further

26. **ORDERED** that, after the Closing, CHS, and any affiliates, successors or assigns (collectively referred to as CHS in paragraphs 26 through 28), shall permit, for a period of not less than four (4) years, each of the Debtors, and any direct or indirect successor to the Debtors, and their respective professionals, and the Committee and its professionals (collectively, the "Permitted Parties") reasonable access to all books and records that are in connection with or that otherwise relate to the Purchased Assets and/or the Clarksdale Hospital and that are in the control or the possession of CHS or any of its respective agents or representatives (collectively, "Business Records") for the purpose of (i) pursuing, assessing, settling, or otherwise dealing with any excluded assets, including the Causes of Action, or excluded liabilities, (ii) pursuing, assessing, defending, settling, or otherwise dealing with (including, without limitation,

exercising rights and remedies with respect to) any claim, action, or cause of action, including, without limitation, any objection or motion, that any Permitted Party has the right to pursue, (iii) performing and/or otherwise dealing with any obligations of the Debtors pursuant to the Clarksdale APA, including excluded liabilities, (iv) assisting any one or more of the Permitted Parties in connection with or otherwise relating to the claims reconciliation process relating to any of the Debtors, including, without limitation, with respect to claims against any person, including, without limitation, assessing, resolving, settling, and/or otherwise dealing with priority and administrative claims and any general unsecured claims that accrue prior to the Closing Date, and (v) without limiting the generality of the immediately preceding clauses (i) through (iv), otherwise administering the Debtors' estates including, without limitation, the preparation and confirmation of a plan relating to any of the Debtors and the preparation of an accompanying disclosure statement, and compliance with any subpoena, document request, or order of any court compelling any Permitted Party to produce documents to third parties, winding down the Debtors' estates, preparing or filing tax returns and causing audits to be performed and/or for any other reasonable purpose; and it is further

27. **ORDERED** that, the right of access for the Permitted Parties shall include, without limitation, (i) the right, during regular business hours, of such Permitted Party to copy at the Permitted Party's premises or the Clarksdale Hospital at each requesting Permitted Party's expense, such documents and records as they may request in furtherance of any of the purposes referred to herein or (ii) CHS's copying and delivering at the Permitted Party's cost, to such Permitted Party such documents and records as may be requested, but only to the extent such Permitted Party furnishes CHS with reasonable written descriptions of the materials to be so copied. CHS shall not dispose of or destroy any of the Business Records before the fourth (4th)

anniversary of the Closing Date and, in the event the Debtor's bankruptcy case remains open, will provide the Permitted Parties and the Bankruptcy Court pursuant to a filing with the Bankruptcy Court with at least ninety (90) days written notice before doing so and will provide each Permitted Party that requests copies of any Business Records within such ninety (90) day period copies of all requested Business Records at the cost of the requesting Permitted Party; and it is further

28. **ORDERED** that CHS shall use commercially reasonable efforts to make reasonably available to Permitted Parties employees of the business to assist the Debtors in connection with the administration of the Debtors' estates as set forth herein, including, without limitation, in connection with excluded assets, including the Causes of Action, and/or excluded liabilities; and it is further

29. **ORDERED** that nothing contained in any plan of reorganization or plan of liquidation confirmed in the Debtors' chapter 11 cases, in any order confirming such a plan, or in any other order of this court, shall conflict with or deviate from the provisions of the Clarksdale APA and the terms of this order, and to the extent such provisions do conflict, then the terms of the Clarksdale APA and this order shall control over such conflicting plan or order; and it is further

30. **ORDERED** that, to the extent of any inconsistency between the provisions of any agreements, documents, or other instruments executed in connection with the Clarksdale APA and this order, the provisions contained in this order shall control; and it is further

31. **ORDERED** that the authority granted to the Debtors to close the sale of the Purchased Assets pursuant to and in accordance with the Clarksdale APA and this order shall not be stayed if this order is appealed; and it is further

32. **ORDERED** that there is no just delay for the implementation of this order and, for all purposes, this order shall be a final order with respect to the sale of the Purchased Assets and other relief granted in this order; and it is further

33. **ORDERED** that time is of the essence and, accordingly, the fourteen (14) day stays imposed by Rules 6004(h) and 6006(d) of the Bankruptcy Rules are waived with respect to this order, and this order shall take effect immediately upon its entry.

This Order Was Signed And Entered Electronically As Indicated At The Top Of The First Page

Prepared and submitted by:

POLSINELLI PC

/s/ Michael Malone

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EXHIBIT B
CLARKSDALE APA

ASSET PURCHASE AGREEMENT

BY AND AMONG

CLARKSDALE REGIONAL MEDICAL CENTER, INC.

CLARKSDALE REGIONAL PHYSICIANS, LLC

CURAE HEALTH, INC.

and

CHS/COMMUNITY HEALTH SYSTEMS, INC.

dated as of

April __, 2019

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of April ___, 2019, among **CLARKSDALE REGIONAL MEDICAL CENTER, INC.**, a Tennessee non-profit corporation, (“CRMC”, with CRP, “Sellers”), **CLARKSDALE REGIONAL PHYSICIANS, LLC**, a Tennessee limited liability company (“CRP”), **CURAE HEALTH, INC.**, a Tennessee non-profit corporation (“Curae”), and **CHS/COMMUNITY HEALTH SYSTEMS, INC.**, a Delaware corporation (“Purchaser,” and collectively with Sellers, the “Parties”).

WITNESSETH:

WHEREAS, on August 24, 2018 (the “Petition Date”), Sellers filed voluntary petitions for relief under the Bankruptcy Code in the Bankruptcy Court and Sellers are debtors-in-possession in their Bankruptcy Cases entitled to exercise all the rights and powers provided for in Section 1107 of the Bankruptcy Code; and

WHEREAS, Sellers currently lease and operate a hospital located in Clarksdale, Mississippi, known as Northwest Mississippi Medical Center, together with the outpatient, ancillary, and other healthcare businesses incident to the operation of the hospital (the “Hospital”); and

WHEREAS, certain terms used in this Agreement are defined in Article I below; and

WHEREAS, Purchaser’s subsidiary, Clarksdale HMA, LLC, currently manages the Hospital pursuant to an Interim Management Services Agreement; and

WHEREAS, Sellers desire to sell to Purchaser all right, title, and interest of Sellers and their bankruptcy estates in, to, and under the Purchased Assets and to assign to Purchaser the Assumed Contracts, on the terms and conditions set forth in this Agreement, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code; and

WHEREAS, Purchaser desires to purchase from Seller all right, title, and interest of Seller and its bankruptcy estate in, to, and under the Purchased Assets and to assume the Assumed Contracts, on the terms and conditions set forth in this Agreement, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code; and

WHEREAS, the execution and delivery of this Agreement and Seller’s ability to consummate the transaction set forth in this Agreement are subject to entry of the Sale Order.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” means this Agreement, as hereafter amended, supplemented, or otherwise modified.

“Asset Acquisition Statement” shall have the meaning set forth in Section 11.3 of this Agreement.

“Assigned Contracts” shall have the meaning set forth in Section 2.1(d) of this Agreement.

“Assumed Liabilities” shall have the meaning set forth in Section 2.3 of this Agreement.

“Bankruptcy Case” means the cases commenced by Sellers and their Affiliates under chapter 11 of the Bankruptcy Code, jointly administered as *In re Curae Health, Inc. et al.*, Case No. 18-05665, pending before the Bankruptcy Court.

“Bankruptcy Code” means title 11 of the United States Code Section 101, *et seq.* (11 U.S.C. § 101, *et seq.*).

“Bankruptcy Court” means the United States Bankruptcy Court for the Middle District of Tennessee and, to the extent of the withdrawal of any reference made pursuant to 18 U.S.C. §157, the United States District Court for the Middle District of Tennessee with jurisdiction over Sellers’ Bankruptcy Case.

“Business” means the ownership and operation of the Hospital and all other healthcare facilities, healthcare operations or physician practices, owned, leased, managed or operated by Sellers and related to or associated with the Hospital and all assets and operations ancillary to or associated with any of the foregoing as currently conducted or as contemplated by Sellers to be conducted in the future.

“Business Confidential Information” shall have the meaning set forth in Section 8.7(b) of this Agreement.

“Business Day” means any day of the year on which national banking institutions in Tennessee are open to the public for conducting business and are not required or authorized to close.

“Cash Purchase Price” shall have the meaning set forth in Section 3.1 of this Agreement.

“Closing” shall have the meaning set forth in Section 4.1 of this Agreement.

“Closing Cash Payment” shall have the meaning set forth in Section 3.3 of this Agreement.

“Closing Date” shall have the meaning set forth in Section 4.1 of this Agreement.

“CMS” means the Centers for Medicare and Medicaid Services.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contemplated Transactions” shall have the meaning set forth in Section 2.1 of this Agreement.

“Contract” means any written contract, indenture, note, bond, lease, license or other agreement, other than a real property lease, a personal property lease or an Intellectual Property License.

“Copyrights” means all copyrights and registrations and applications therefor and works of authorship, and mask work rights.

“Cost Reports” means all cost and other reports filed pursuant to the requirements of Healthcare Programs for payment or reimbursement of amounts due from such programs for services provided.

“Cure Amounts” shall have the meaning set forth in Section 2.5 of this Agreement.

“Cure Cap” shall have the meaning set forth in Section 2.5 of this Agreement.

“Damages” shall have the meaning set forth in Section 12.2 of this Agreement.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related to the Business or the Purchased Assets in each case whether or not in electronic form, other than Patient Records.

“Employee Benefit Plans” means all deferred compensation, incentive compensation, stock purchase, stock option or other equity-based, retention, change in control, severance or

termination pay, hospitalization or other medical, life, dental, vision, disability or other insurance, supplemental unemployment benefits, profit-sharing, pension or retirement plans, programs, agreements or arrangements, and each other fringe or other employee benefit plan, program, agreement or arrangement (including any “employee benefit plan”, within the meaning of Section 3(3) of ERISA), sponsored, maintained or contributed to or required to be contributed to by any Seller or by any ERISA Affiliate of any Seller for the benefit of any current or former employee, independent contractor or director (and/or their dependents or beneficiaries) of any Seller, or with respect to which any Seller or any ERISA Affiliate of any Seller otherwise has any liabilities or obligations.

“Environmental Law” means any federal, state or local statute, law, regulation, code, ordinance, or rule of common law currently in effect relating to the protection of human health and safety or the environment or natural resources, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), and the regulations promulgated pursuant thereto.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any entity that would be deemed to be a “single-employer” with any Seller under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA.

“Excluded Assets” shall have the meaning set forth in Section 2.2 of this Agreement.

“Excluded Contracts” means every Contract that is not an Assigned Contract, including those listed on Schedule 2.2(d) of this Agreement.

“Excluded Intellectual Property” means all Intellectual Property listed on Schedule 2.2(c) of this Agreement.

“Excluded Liabilities” shall have the meaning set forth in Section 2.4 of this Agreement.

“Excluded Personal Property Leases” shall have the meaning set forth in Section 2.2(b) of this Agreement.

“Expenses” means any and all costs and expenses, including attorneys’ and other professionals’ fees and disbursements sustained or reasonably incurred incident to investigating, responding to or defending against any claim, investigation, action, suit or proceeding relating to a matter subject to indemnification under this Agreement.

“Facilities” means the healthcare facilities utilized in the Business and included among the Purchased Assets and the Assigned Real Property Leases.

“Final Order” means an order of the Bankruptcy Court that has not been reversed, modified or stayed, and as to which the time for appeal has expired, and the deadline for filing any motion or petition for review, rehearing or certiorari has expired, and as to which no appeal, motion or petition for review, rehearing or certiorari is pending.

“Furniture and Equipment” means all furniture, fixtures, furnishings, machinery, appliances and other equipment (including medical equipment) and leasehold improvements owned or used by Sellers in the conduct of the Business, including all such desks, chairs, tables, Hardware, copiers, telephone lines, telecopy machines and other telecommunication equipment (and, to the extent assignable by Sellers, the telephone numbers associated therewith used in the Ordinary Course of Business), cubicles and miscellaneous office furnishings.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

“Hardware” means any and all computer and computer-related hardware, including computers, file servers, facsimile servers, scanners, color printers, laser printers and networks.

“Hazardous Material” means any substance, material or waste which is regulated by any Governmental Body including petroleum and its by-products, asbestos, biomedical waste, medical waste and any chemical, material or substance which is defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” “restricted hazardous waste,” “industrial waste,” “solid waste,” “contaminant,” “pollutant,” “toxic waste” or “toxic substance” under any provision of Environmental Law.

“Healthcare Programs” means healthcare payment programs related to Titles XVIII and XIX of the Social Security Act, the Medicare, Medicaid, and TRICARE/CHAMPUS programs.

“Healthcare Regulatory Consents” means in respect of Sellers or Purchaser, as the case may be, such consents, approvals, authorizations, waivers, Orders, licenses or Permits of any Governmental Body as shall be required to be obtained and such notifications to any Governmental Body as shall be required to be given by such party in order for it to consummate the transactions contemplated of it by this Agreement in compliance with all applicable Law relating to health care or healthcare services of any kind.

“Hired Employees” means all individuals hired by Purchaser (or an Affiliate of the Purchaser) in respect of the conduct of the Business pursuant to Section 1.3(b) of the Interim Management Services Agreement.

“Hospital Lease” means that certain Lease Agreement dated as of December 28, 1995 among Coahoma County, Mississippi, acting through the Coahoma County Board of Supervisors and Clarksdale HMA, Inc. and Health Management Associates, Inc., as amended on December 15, 1998 and assigned to Clarksdale Regional Medical Center, Inc. pursuant to that certain Assignment and Assumption of Lease, recorded at Book 2017 Page 4644 in the office fo the Chancery Clerk for Coahoma County, Mississippi.

“HQI” shall have the meaning set forth in Section 5.6(h) of this Agreement.

“HR Liability” shall have the meaning set forth in Section 9.2(a) of this Agreement.

“IMA Effective Date” means the Effective Date of the Interim Management Services Agreement, which the parties agree is 12:00 a.m. on December 16, 2018.

“Intellectual Property” means all Intellectual Property Rights owned by Sellers and/or used by Sellers in connection with the Business, including any in the form of or arising from or in respect of Patents, Marks, Copyrights, Software or Technology, except for any that is an Excluded Asset.

“Intellectual Property License” means any grant to Sellers of a right to use in connection with the Business any Intellectual Property Rights owned by any other Person (other than Seller Marks), to the extent, and only to the extent, such right is transferable by a Seller.

“Intellectual Property Rights” shall have the meaning set forth in Section 5.12 of this Agreement.

“Interim Management Services Agreement” means that certain Interim Management Services Agreement approved by the Bankruptcy Court in the Bankruptcy Case on December 13, 2018, Docket No. 554, and subsequently executed by CRMC and CRP, as Owner, and Clarksdale HMA, LLC, as Manager.

“Inventory” means all medical supplies, drugs, medications, food, janitorial, housekeeping and office supplies and other consumables located in or used in connection with the operation of the Business.

“Law” means any domestic or foreign federal, state, provincial, local or municipal law, statute, code, ordinance, rule or principle of common law, regulation, Order or directive.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, alternative dispute resolution, proceedings (public or private) or claims or any proceedings by or before a Governmental Body or the Bankruptcy Case, including but not limited to any audit hearing or investigation.

“Liability” means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all fines, penalties, costs and expenses relating thereto.

“Lien” means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, encroachment, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, equitable interest, and transfer restriction under any agreement, or restrictions of any kind or nature, known or unknown.

“Marks” means all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof.

“Material Adverse Effect” means any change, fact, circumstance, occurrence, event, effect or condition that, individually or in the aggregate with all other changes, facts, circumstances, occurrences, events, effects or conditions, directly indirectly, results in, or would reasonably be expected to result in, a material adverse effect on: (i) the Business (taken as a whole), including its assets, properties, results of operations or financial condition or prospects, or (ii) the ability of any of the Sellers to consummate the Contemplated Transactions or to perform its obligations under this Agreement, provided, however, that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect: (a) any adverse change, event, development, or effect arising from or relating to (1) general business or economic conditions, to the extent not disproportionately affecting the healthcare industry, (2) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (3) disruptions in the financial, banking, or securities markets (including any decline in the price of any security or any market index), (4) changes in United States generally accepted accounting principles, (5) the taking of any action contemplated by this Agreement and the other agreements contemplated hereby, or (6) any effect resulting from the public announcement of this Agreement, compliance with terms of this Agreement or consummation of the transactions contemplated by this Agreement.

“Material Seller Contracts” shall have the meaning set forth in Section 5.11(a) of this Agreement.

“Medicaid” means any state program for medical assistance administered under Title XIX of the Social Security Act.

“Medical Reimbursement Program” means Medicare, Medicaid, any other federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)), and any other state sponsored reimbursement program.

“Medical Reimbursement Program Laws” means the Laws governing the Medical Reimbursement Programs, including: 42 U.S.C. §§ 1320a-7, 1320a-7a, 1320a-7b and 1395nn; the False Claims Act (31 U.S.C. § 3729 et seq.); the False Statements Act (18 U.S.C. § 1001); the Program Fraud Civil Penalties Act (31 U.S.C. § 3801 et seq.); the anti-fraud and abuse provisions of the Health Insurance Portability and Accountability Act of 1996 (18 U.S.C. § 1347, 18 U.S.C. § 669, 18 U.S.C. § 1035, 18 U.S.C. § 1518; and the corresponding fraud and abuse, false claims and anti self-referral Laws of any other Governmental Body.

“Medicare” means the health insurance program administered under Title XVIII of the Social Security Act.

“Nonassignable Asset” shall have the meaning set forth in Section 2.6(b) of this Agreement.

“Order” means any order, injunction, judgment, decree, ruling, consent, approval, writ, assessment or arbitration award of a Governmental Body.

“Ordinary Course of Business” means the ordinary and usual course of normal day-to-day operations of the Business through the date hereof consistent with past practice, subject, however, in respect of the period after the Petition Date, to those actions necessary and incident to the Bankruptcy Case.

“Patents” means all patents and applications therefor, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon.

“Patient Records” shall mean any Documents containing information concerning medical, health care or behavioral health services provided to, or the medical, health care or behavioral health of any individual, or that are otherwise subject to regulation under applicable Law, including the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated pursuant thereto, including the Transaction Code Set Standards, the Privacy Rules and the Security Rules set forth at 45 C.F.R. Parts 160 and 164.

“Permits” means any approvals, authorizations, consents, licenses, permits, provider numbers, certificates of need, certificates of exemption, franchises, accreditations, registrations or certificates of a Governmental Body or other regulatory entity.

“Permitted Exceptions” means (i) all defects, exceptions, restrictions, easements, encroachments, covenants, reservations, declarations, state of facts, rights of way and encumbrances disclosed in policies of title insurance, surveys and other documentation related to such policies and surveys set forth on Schedule 1.1(b); (ii) statutory liens for current Taxes, assessments or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings, provided the same could not reasonably be expected to result in a loss of the property and an appropriate reserve is established therefore; (iii) mechanics’, carriers’, workers’, repairers’, and similar Liens arising or incurred in the Ordinary Course of Business for sums not yet due and payable; (iv) zoning, entitlement and other land use and environmental regulations or designations by any Governmental Body provided that such regulations or designations have not been violated, which, in each case, do not materially interfere with the operation of the Business as currently conducted at the applicable site; and (v) title of a lessor under a capital or operating lease.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, association, estate, Governmental Body or other entity.

“Personal Property Leases” means all tangible personal property and interests in tangible personal property leased, licensed or otherwise possessed by a Seller and used in any material degree in the Business, as lessee, lessor, licensee, licensor or otherwise.

“Petition Date” shall have the meaning set forth in the Recitals of this Agreement.

“Plan” means any material “employee benefit plan” within the meaning of Section 3(3) of ERISA and any other material bonus, profit sharing, pension, severance, deferred

compensation, fringe benefit (as described in Code Section 132), insurance, welfare, post-retirement, health, life, tuition refund, service award, company car, scholarship, relocation, disability, accident, sick, vacation, holiday, unemployment, incentive, commission, retention, change in control, non-competition, and other plans, agreements, policies trust funds (a) established, maintained, sponsored or contributed to (or with respect to which any obligation to contribute has been undertaken) by a Seller or any ERISA Affiliate or (b) with respect to which a Seller or any ERISA Affiliate has or has had any obligation, in each case, under which any Transferred Employee may receive benefits or may otherwise be subject.

“Post-IMA Effective Date Accounts Receivable” means (a) each Seller’s accounts receivable of any kind and from any source, including, but not limited to, accounts receivable arising out of the rendition of medical, surgical, behavioral, diagnostic or other professional health care services, including, without limitation any Medicare, Medicaid, TRICARE/CHAMPUS or any other third party payments, or the sale of medical products for dates of service occurring on and after the IMA Effective Date, (b) all other accounts or notes receivable of Sellers, and the full benefit of all security for such accounts or notes, arising in or relating to the time period after the IMA Effective Date, and (c) any claim, remedy or other right related to any of the foregoing.

“Pre-IMA Effective Date Accounts Receivable” means each Seller’s accounts receivable of any kind and from any source, including, but not limited to, accounts receivable arising out of the rendition of medical, surgical, behavioral, diagnostic or other professional health care services, including, without limitation any Medicare, Medicaid, TRICARE/CHAMPUS or any other third party payments, or the sale of medical products for dates of service occurring prior to the IMA Effective Date, (b) all other accounts or notes receivable of Sellers, and the full benefit of all security for such accounts or notes, arising in or relating to the time period prior to the IMA Effective Date, and (c) any claim, remedy or other right related to any of the foregoing..

“Purchase Price” shall have the meaning set forth in Section 3.1 of this Agreement.

“Purchased Assets” shall have the meaning set forth in Section 2.1 of this Agreement.

“Purchased Intellectual Property” shall have the meaning set forth in Section 2.1(c) of this Agreement.

“Purchased Personal Property” shall have the meaning set forth in Section 2.1(b) of this Agreement.

“Purchaser” shall have the meaning set forth in the Recitals of this Agreement.

“Purchaser Documents” shall have the meaning set forth in Section 6.2 of this Agreement.

“Purchaser Indemnified Persons” shall have the meaning set forth in Section 12.2 of this Agreement.

“Real Property Leases” means the Hospital Lease.

“Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, or leaching of Hazardous Material into the indoor or outdoor environment, or into or out of any property.

“Revised Statements” shall have the meaning set forth in Section 11.3 of this Agreement.

“Sale Motion” means the motion, supporting papers, notices and form of Sale Order, all in form and substance reasonably acceptable to Purchaser in its reasonable discretion, seeking approval and entry of the Sale Order.

“Sale Order” means a Final Order of the Bankruptcy Court substantially in the form of Exhibit B hereto inter alia approving the sale of the Purchased Assets, assumption of the Assumed Liabilities, and assignment of all Assigned Contracts free and clear of any Liens (except for Permitted Exceptions and any Assumed Liabilities under this Agreement) and finding that Purchaser is a “good faith purchaser” for purposes of Section 363(m) of the Bankruptcy Code, with the final form and substance of such Order to be acceptable to Purchaser in its sole discretion.

“Seller” and “Sellers” shall have the meanings set forth in the Recitals of this Agreement.

“Seller Confidential Information” shall have the meaning set forth in Section 8.6(a) of this Agreement.

“Seller Indemnified Persons” shall have the meaning set forth in Section 12.3 of this Agreement.

“Seller Related Person” shall have the meaning set forth in Section 5.16 of this Agreement.

“Software” means, except to the extent generally available for purchase from a third Person, any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates; menus, buttons and icons, and (iv) all documentation including user manuals and other training documentation related to any of the foregoing, in each case, that are used in, incorporated in, embodied in, displayed by or relate to, or are used or useful in the Business.

“Tax Authority” means any federal, state or local government, or agency, instrumentality or employee thereof, charged with the administration of any law or regulation relating to Taxes.

“Tax Return” means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes.

“Taxes” means (i) all federal, state, local or foreign taxes, charges or other assessments of any kind, including but not limited to all net income, gross receipts, capital, sales, use, ad

valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, workers compensation, excise, severance, stamp, occupation, property, excise taxes under Section 4358 of the Code, unrelated business income taxes, and estimated taxes, whether disputed or not, and (ii) all interest, penalties, tines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in clause (i).

“Technology” means, collectively, all designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used or useful in the Business, other than any in the form of Software.

“Third-Party Payor” shall have the meaning set forth in Section 2.4(e) of this Agreement.

“Title Company” means Lawyer’s Title Insurance Company, or other nationally recognized title insurance company reasonably acceptable to Purchaser.

“Transfer Taxes” shall have the meaning set forth in Section 11.1 of this Agreement.

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

Calculation of Time Periods. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

Dollars. Any reference in this Agreement to \$ shall mean U.S. dollars.

Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter or item disclosed on one Schedule shall be deemed to have been disclosed on each other Schedule to the extent it is reasonably apparent that it is pertinent to the subject matter of such other Schedule. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified.

Herein. The words such as “herein,” “hereinafter,” “hereof,” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

Including. The word “including” or any variation thereof means “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

Made available to Purchaser. The phrase “made available to Purchaser” shall mean made available to Purchaser through posting in an electronic data room, via email, facsimile or other electronic transfer or through other written means for all purposes of this Agreement.

Survival of Certain Covenants. Any covenant which by its terms is to be performed after the Closing shall survive the Closing, notwithstanding the fact that the provision does not explicitly provide that the covenant shall survive the Closing.

(b) The parties hereto have been advised by experienced counsel, and have participated jointly, in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted in its entirety by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE II PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets

On the terms and subject to the conditions set forth in this Agreement, at the Closing and subject to entry of the Sale Order, Purchaser shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Purchaser (or to such Affiliate of Purchaser as Purchaser shall designate at or before the Closing) (the “Contemplated Transactions”) all of Sellers’ respective right, title and interest in, to and under the Purchased Assets, free and clear of any and all existing Liens, other than Permitted Exceptions. “Purchased Assets” means the Sellers’ assets, rights and properties pertaining to or used in connection with the Business as existing on the Closing Date wheresoever located and whether or not carried or reflected on the books and records of Sellers of the following types, other than the Excluded Assets, including:

(a) all right, title and interest of Sellers under the Hospital Lease (the “Assigned Real Property Leases”);

(b) (i) the Furniture and Equipment; (ii) the tools, vehicles, spare parts, supplies, Inventory, and all other tangible personal property owned or used by Sellers in the conduct of the Business; and (iii) the Personal Property Leases identified in Schedule 2.1(b)(iii) (along with any additional Personal Property Leases primarily pertaining to or used in connection with the Business that are entered into after the date hereof but prior to the Closing) (other than any Excluded Personal Property Leases identified on Schedule 2.2(b)) (the “Assigned Personal Property Leases”) ((i)-(iii) collectively, the “Purchased Personal Property”);

(c) (i) the Intellectual Property, including without limitation the name, “Northwest Mississippi Medical Center”; along with any additional Intellectual Property Licenses primarily pertaining to or used in connection with the Business that are entered into after the date hereof but prior to the Closing, to the extent assignable (other than any Excluded Intellectual Property identified on Schedule 2.2(c)) (the “Assigned Intellectual Property Licenses”) ((i) and (ii) collectively, the “Purchased Intellectual Property”);

(d) all Contracts and all rights arising thereunder (other than any Excluded Contracts set forth on Schedule 2.2(d)), along with any to be assumed by Sellers and assigned and sold to Purchaser pursuant to § 365 of the Bankruptcy Code, which contracts are listed on Schedule 2.1(d) hereto, and which schedule may be supplemented and/or modified by the Purchaser up to the Closing (the “Assigned Contracts”);

(e) subject to the provisions of Section 8.7, to the extent transferable, all Documents that are used in, held for use in or intended to be used in, or that arise primarily out of, the Business, including Documents relating to the services provided by the Business, the marketing of the Business’s services (including advertising and promotional materials), Purchased Intellectual Property, personnel files for Hired Employees, accounts receivable records, equipment records, medical administrative libraries, patient billing records, documents, catalogs, books, records, files, operating policies and procedures, manuals, and files including credit information and supplier lists, and including all Patient Records but excluding any Documents described in Section 2.2(h);

(f) to the extent transferable, all Permits relating to the ownership, leasing, development or operations of the Business, whether pending or approved;

(g) to the extent transferable, all provider numbers associated with the Business;

(h) to the extent transferable, all Certificates of Need issued to or held by any Seller, whether implemented or not, and all Certificate of Need authority to operate the Hospital;

(i) to the extent transferable, all rights of each Seller under non-disclosure or confidentiality, non compete, or non-solicitation agreements with employees and agents of such Seller or with third parties to the extent relating to the Business or the Purchased Assets (or any portion thereof);

(j) to the extent transferable, all rights of each Seller under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to services provided to such Seller after the Closing or to the extent affecting any Purchased Assets, other than any warranties, representations and guarantees pertaining to any Excluded Assets;

(k) all goodwill and other intangible assets (other than Intellectual Property Rights) owned by each Seller and associated with the Business, including customer and supplier lists and the goodwill associated with the Purchased Intellectual Property;

(l) the Post-IMA Effective Date Accounts Receivable and all outstanding checks and deposits in transit relating to Post-IMA Effective Date Accounts Receivable and other rights of payment for items and services provided subsequent to the IMA Effective Date;

(m) all Mississippi Hospital Access Program (MHAP), Disproportionate Share Hospital (DSH) and similar benefits paid or payable to Seller by the Mississippi Department of Medicaid from January 1, 2019 forward;

(n) to the extent transferable, all telephone numbers and facsimile numbers, and domain names and email addresses; and

(o) any and all other assets owned by Sellers that are material to the operation of the Business in the Ordinary Course of Business, other than Excluded Assets.

2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. “Excluded Assets” shall mean the following assets, properties, interests and rights of the respective Sellers other than the Purchased Assets, including the following:

(a) the Excluded Personal Property Leases identified on Schedule 2.2(a) (the “Excluded Personal Property Leases”);

(b) the Excluded Intellectual Property Licenses identified on Schedule 2.2(b) (the “Excluded Intellectual Property Licenses”);

(c) the Excluded Contracts;

(d) all deposit accounts listed on Schedule 2.2(d) hereto, all cash, cash equivalents, and marketable securities of each Seller;

(e) the Pre-IMA Effective Date Accounts Receivable and all outstanding checks and deposits in transit relating to Pre-IMA Effective Date Accounts Receivable and other rights of payment for items and services provided prior to the IMA Effective Date;

(f) any rights to refunds, settlements and retroactive adjustments to the extent applicable to periods ending prior to the IMA Effective Date arising in connection with the Hospital, Medicare and Medicaid provider numbers and related participation agreements or any other third-party healthcare payor program of the Hospital;

(g) any other Contract to which a Seller is a party or under which it has rights that is not used in the Business;

(h) any (i) personnel files for employees of Sellers who are not Hired Employees; (ii) other books and records that Sellers are required by Law to retain; provided, however, that, subject to Section 2.9, Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the Business as conducted before the Closing (except as prohibited by Law) or that relate to any of the Purchased Assets; (iii) Documents which any Seller is not permitted to transfer pursuant to any contractual confidentiality obligation owed to any third party (other than any patient confidentiality obligation referred to in the foregoing clause (ii)); (iv) books and records and other Documents related to malpractice prevention programs, credentialing, incident reporting or quality assurance to the extent confidential under applicable Law that a Seller elects or is required to retain; (v) documents relating to proposals to acquire the Business by Persons other than Purchaser; (vi) any Documents primarily related to or that are required to realize the benefits of any Excluded Assets; and (vii) documents necessary to prepare tax returns and cost reports;

(i) any claim, right or interest, of a Seller in or to any refund, rebate, abatement or other recovery for Taxes, together with any interest due thereon or penalty rebate arising therefrom;

(j) all insurance policies or rights to proceeds with respect to Excluded Assets and in respect of tort liabilities and other Excluded Liabilities;

(k) all of Sellers' deposits or prepaid charges and expenses paid in connection with or relating to any Excluded Assets;

(l) all rights relating to all applications for grants, subsidies or similar payments filed prior to the Effective Time, including all proceeds of grants awarded (including awards made and/or grant funds provided after the Closing); provided, however, that for avoidance of doubt, rights of the Seller relating to any MHAP, DSH, or similar benefits or payments attributable to the time period beginning on January 1, 2019 are not Excluded Assets;

(m) any rights, Claims, counterclaims, third party Claims or causes of action of Seller against any Person and any actions under Chapter 5 of the Bankruptcy Code, including, without limitation, under Sections 510, 542, 544, 545, 547, 548, 549, 550, 551, 553 and 724(a) of the Bankruptcy Code;

(n) any right to receive or expectancy of a Seller in any charitable gift, grant, bequest or legacy (including any income or remainder interest in or under any trust or estate); and

(o) all other rights of Sellers under this Agreement, Seller Documents and the Contemplated Transactions.

For avoidance of doubt, any claims, rights, demands, or causes of action Sellers may have against Purchaser or its Affiliates not arising out of this Agreement, and any claims, rights, demands, or causes of action Purchaser or any of its Affiliates may have against Curae or Sellers (or any of their Affiliates) not arising out of this Agreement, including but not limited to claims evidenced by any proofs of claim filed in the Bankruptcy Case, are expressly preserved and are not being transferred, compromised or otherwise affected by this Agreement or the Contemplated Transactions.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall assume, effective as of the Closing, and shall timely pay, perform and discharge in accordance with their respective terms, the following Liabilities (collectively, the “Assumed Liabilities”) and no others:

(a) all Liabilities, including continuing performance obligations, first accruing from and after the IMA Effective Date with respect to the Assigned Contracts, the Assigned Intellectual Property Licenses, the Assigned Real Property Leases, and the Assigned Personal Property Leases;

(b) all Liabilities of any kind or nature arising out of or in connection with the operation of the Business or the ownership of the Purchased Assets by Purchaser and first accruing on or after the IMA Effective Date; provided, however, that no statement made in this Agreement shall be deemed to allocate or attribute any Liability or obligation to Purchaser which has been released pursuant to the Sale Order. To the extent this Section 2.3(b) conflicts with any other provision of this Agreement, this Section 2.3(b) controls.

(c) the HR Liability that Purchaser has specifically agreed to assume in Article IX; and

(d) All Cure Amounts, subject to the limitations set forth in Section 2.5 hereof.

2.4 Excluded Liabilities. Except for the Assumed Liabilities, Purchaser shall not assume or become liable for the payment or performance of any Liability of any Seller; (the “Excluded Liabilities”), which shall remain the sole, exclusive obligation and responsibility of the respective Seller, including (without limiting the generality of the foregoing) the following:

(a) any Liability based upon any wrongful or negligent act or omission of a Seller or any Seller’s Affiliate prior to the Closing;

(b) except as otherwise provided in Section 2.3(c) and Article XI, any Liability for obligations of a Seller arising from the operation of the Business for periods prior to the IMA Effective Date (including but not limited to any obligations, assessments, or fees owed to the Mississippi Department of Medicaid) or any Taxes resulting from the sale of the Purchased Assets contemplated herein;

(c) any Liability of Sellers related to Sellers' participation in the Healthcare Programs or any other third party payor programs in respect of periods prior to the IMA Effective Date, including any liability or obligation for overpayments, recapture, recoupment, or set off for amounts previously paid or reimbursed to Sellers; any liability arising pursuant to the Healthcare Programs or any third party payor programs as a result of the consummation of any of the transactions contemplated under this Agreement; and any Liability of Sellers for obligations, assessments, or fees owed to the Mississippi Department of Medicaid and attributable to the time period prior to the IMA Effective Date;

(d) any Liability of Sellers for any violation or alleged violation by Sellers or their Affiliates of any law, regulation, or ordinance at any time, including federal or state laws regulating fraud, including but not limited to the federal Anti-Kickback Law (42 U.S.C. § 1320(a)-7(b) et seq. (the "Anti-Kickback Law"), the Ethics in Patient Referrals Act (42 U.S.C. § 1395mm et seq. (the "Stark Law"), and the False Claims Act (31 U.S.C. § 3729 et seq. (the "False Claims Act");

(e) any Liability arising out of, relating to or resulting from the ownership or operation of the Business, the Purchased Assets or the Excluded Assets prior to the Effective Date, in each case except to the extent constituting Assumed Liabilities;

(f) any Liability associated with any Excluded Assets, including but not limited to any Liability arising as a result of any breach by Sellers at any time of any contract or commitment that is not expressly assumed by Purchaser in this Agreement;

(g) any Liability relating to any breach of contract, breach of warranty, tort, infringement, or violation of Law by a Seller prior to the Effective Date, and any civil or criminal obligation or Liability accruing, arising out of, or relating to any acts or omissions of the Sellers, their Affiliates, or their directors, officers, employees and agents claimed to violate any constitutional provision, statute, ordinance or other law, rule, regulation, or order of any Governmental Body;

(h) any Liability accruing, arising out of, or relating to any federal, state, or local investigations of, or claims or actions against, the Sellers or any of their Affiliates or any of their employees, medical staff, agents, vendors or representatives with respect to acts or omissions prior to the IMA Effective Date;

(i) any Liability related to claims of medical malpractice and/or other professional Liability of a Seller, or any of its employees, attending physicians, agents or independent contractors arising out of events or omissions occurring prior to the IMA Effective Date;

(j) any Liability arising out of or in connection with any Legal Proceedings (whether instituted prior to or after Closing) arising from acts or omissions of Sellers;

(k) any Liability related to penalties, fines, settlements, interest, costs and expenses to the extent arising out of or incurred as a result of any violation of any Law or Order by a Seller;

(l) all claims, demands, Liabilities or obligations arising out of any duty or violation of any applicable Environmental Law, rules, regulations or obligations by Sellers or the Business, or related to the Purchased Assets, occurring on or prior to the IMA Effective Date including, but not limited to, any release of Hazardous Materials occurring after the IMA Effective Date if the Hazardous Materials were disposed of by or for Sellers prior to the IMA Effective Date;

(m) Other than the HR Liability, Liability for any and all claims by or on behalf of the Sellers' or Curae's employees, or such employees' spouses, dependents and assigns, relating to periods prior to the IMA Effective Date including, without limitation, liability for any compensation-related payments, pension, profit sharing, deferred compensation, equity or equity-related compensation, incentive compensation, fringe benefit, tuition reimbursement, severance, termination pay, change in control or retention payments, bonuses or any other employee benefit plan of whatever kind or nature or any employee health and welfare benefit plans, liability for any EEOC claim, ADA claim, FMLA claim, wage and hour claim, unemployment compensation claim, or workers' compensation claim, and any liabilities or obligations to any "qualified beneficiaries" of the Sellers under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, ("COBRA") or any "COBRA M& A Qualified Beneficiaries," as defined under Treas. Reg. § 54.4980B-9, if applicable; and

(n) all Liabilities and obligations of Sellers to Purchaser under this Agreement or with respect to or arising out of the transactions contemplated hereby.

2.5 Assigned Contracts, Personal Property Leases, Real Property Leases, and Intellectual Property Licenses and Cure Amounts. Pursuant to § 365 of the Bankruptcy Code, Sellers shall assign to Purchaser, and Purchaser shall assume from Sellers, the Assigned Contracts, Assigned Personal Property Leases, Assigned Real Property Leases, and Assigned Intellectual Property Licenses referred to in Section 2.1. The cure amounts, if any, as determined by the Bankruptcy Court, necessary to allow assumption and assignment under § 365 of the Bankruptcy Code of the Assigned Contracts, Assigned Personal Property Leases, Assigned Real Property Leases and Assigned Intellectual Property Licenses referred to in Section 2.1 shall be paid by Purchaser and, except as set forth below, Sellers shall have no liability for any such cure amount. The cure amounts to be paid by Purchaser in accordance with the foregoing provisions of this Section 2.5 are hereinafter sometimes referred to as the "Cure Amounts." Except for the Assigned Contracts, Assigned Personal Property Leases, Assigned Real Property Leases, and Assigned Intellectual Property Licenses, Purchaser shall not assume and shall not be responsible for any of Sellers' contracts or leases other than as set forth in the Interim Management Services Agreement. Notwithstanding anything to the contrary herein, Purchaser shall have no obligation to assume any Contracts, Personal Property Leases, Real Property Leases, or Intellectual Property Licenses to the extent the Cure Amounts exceed, in the aggregate (excluding any Cure Amount owed on the Hospital Lease), \$500,000 (the "Cure Cap"). In the event that the aggregate Cure Amounts (excluding any Cure Amount owed on the Hospital Lease) are determined to exceed the Cure Cap, Purchaser, in its sole discretion, shall have the right, up to and including thirty (30) days after the Closing Date, to exclude from the Assigned Contracts, Assigned Personal Property Leases, Assigned Real Property Leases, and Assigned Intellectual Property Licenses any contract or contracts (other than the Hospital Lease) Purchaser determines

should be excluded. Notwithstanding anything to the contrary, (i) the Sellers shall not be required to assume and assign to the Purchaser any contract or lease to the extent such assumption and assignment causes the Cure Cap to be exceeded; (ii) the Sellers shall not be required to pay any Cure Amount under any circumstances, whether or not the Cure Cap is exceeded; and (iii) the Purchaser shall be responsible for payment and shall pay when due any and all amounts and obligations under any contract or lease that the Purchaser elects after the Closing Date not to have assumed and assigned to the Purchaser arising from the Closing Date to the date of the rejection of such contract or lease.

2.6 Further Conveyances and Assumptions.

(a) From time to time following the Closing, each party shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquaintances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to assure fully to each Seller and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the transactions contemplated hereby and thereby. In the event that any Seller or its Affiliates receives any Purchased Assets (or any payments or proceeds related thereto) following the Closing, such Seller shall promptly deliver such Purchased Assets (or any payments or proceeds related thereto) to Purchaser.

(b) To the extent that the assignment of any Purchased Asset shall require the consent of any other party and such consent shall still be required notwithstanding the Sale Order and Sections 363 and 365 of the Bankruptcy Code (each, a “Nonassignable Asset”), nothing in this Agreement nor the consummation of the transactions contemplated hereby shall be construed as an attempt or agreement to assign such Nonassignable Asset unless and until such consent shall have been obtained. If any such consent is not obtained, or if an attempted assignment would adversely affect the rights or increase the obligations of Purchaser such that Purchaser would not receive all such rights as they exist prior to such attempted assignment, Sellers and Purchaser shall enter into such reasonable cooperative arrangements as are reasonably acceptable to Sellers and Purchaser to provide for Purchaser the benefit of such Nonassignable Asset, and any transfer to Purchaser of any Nonassignable Asset.

2.7 Purchaser Designation of Purchased Assets and Excluded Assets. Sellers acknowledge that, in light of the expedited nature of the Transactions, Purchaser’s business and legal due diligence of Sellers is ongoing and may continue until the Closing, with Sellers to cooperate and assist in Purchaser’s ongoing due diligence investigation in accordance with Section 8.1. Without limiting the generality of Section 8.1, if Purchaser believes that any of the Schedules or Exhibits should be updated by Sellers to reflect with greater clarity or detail the Purchased Assets to be conveyed to Purchaser or otherwise, in Purchaser’s discretion, reflect the intent and purposes herein, Sellers will promptly update the Disclosure Schedules and/or Exhibits following written notice from the Purchaser. Notwithstanding anything to the contrary

in this Agreement, with respect to the Purchased Assets, Purchaser may, at any time until the Closing, designate by written notice to Sellers any Purchased Asset as an Excluded Asset to be retained by Sellers.

ARTICLE III CONSIDERATION

3.1 Purchase Price. The consideration for the Purchased Assets shall be comprised of the following: (a) the assumption by Purchaser of the Assumed Liabilities set forth in Section 2.3; plus (b) \$500,000 (the “Cash Purchase Price”); plus (c) the aggregate Cure Amounts payable or reserved by Purchaser under Section 2.5 (the “Purchase Price”).

3.2 Purchaser’s Acquisition of Inventory and Supplies. Sellers and Purchaser acknowledge that Purchaser previously purchased Sellers’ inventory and supplies pursuant to Section 1.7 of the Interim Management Services Agreement, that the agreed purchase price for the inventory and supplies was \$1,209,862.81, and that Purchaser now owns such inventory and supplies irrespective of the occurrence of the Closing under this Agreement.

3.3 Order of the Bankruptcy Court. Sellers and Purchaser shall take all reasonable steps and use all reasonable efforts necessary or appropriate in order (a) to obtain the Sale Order from the Bankruptcy Court authorizing the Sellers to sell the Assets to the Purchaser; and (b) to consummate the transactions contemplated by the Sale Order. Upon entry of the Sale Order, Sellers and Purchaser shall have the obligation to consummate the Closing pursuant to and subject to the terms of this Agreement and the Sale Order.

3.4 Payment of Consideration. On the Closing Date, Purchaser shall pay to Sellers by wire transfer of immediately available funds into an account designated by Sellers, the Cash Purchase Price. In addition, subject to Section 2.5, Purchaser shall pay the Cure Amounts and shall make any payments on account of Transfer Taxes required pursuant to Section 11.1 hereof.

3.5 Calculation of Closing Payments. No later than five (5) Business Days prior to the Closing Date, Sellers shall provide to Purchaser, in writing, Sellers’ calculation of the Closing payments due as of the Effective Date based on the payment of the Purchase Price, as set forth in Section 3.1, and the estimated apportionment of Taxes and assessments. If within three (3) Business Days following receipt of such calculation, Purchaser has not given Sellers written notice of its good faith objection to Sellers’ calculations, then the transaction shall close based on Sellers’ calculations. If Purchaser gives such notice of objection, then the Parties will work together in good faith to resolve the estimated apportionment of Taxes and assessments provided that if they are unable to agree, the Parties shall close and the disputed amount shall be appropriately escrowed pending resolution of such dispute.

ARTICLE IV CLOSING AND TERMINATION

4.1 Closing Date. The closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II hereof (the “Closing”) shall take place at the offices of Sellers’ bankruptcy counsel (or at such other place as Sellers and Purchaser may designate in writing) at 10:00 a.m. (Central time) on a date that is no less than

two (2) Business Days following the satisfaction or waiver of the conditions set forth in Article X (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another time or date, or both, are agreed to in writing by Sellers and Purchaser. The date on which the Closing shall be held is referred to in this Agreement as the “Closing Date”. Unless otherwise agreed by Sellers and Purchaser in writing, regardless of the time at which the Closing is completed, the Closing shall be deemed effective and all right, title and interest of Sellers in any asset to be acquired by Purchaser hereunder, and any Assumed Liability and all risk of loss with respect to the Business, shall be considered to have passed to Purchaser as of 12:01 a.m. (Central time) on the Closing Date.

4.2 Deliveries by Sellers. At the Closing, Sellers shall deliver or make available to Purchaser:

(a) a certificate of good standing of each Seller from the State of Tennessee with respect to corporate existence and tax matters;

(b) true and complete copies of the resolutions of the Board of Directors (or other similar governing body) of each Seller, certified by its Secretary, authorizing the execution, delivery and performance of this Agreement and all instruments and documents to be delivered in connection herewith, and the transactions contemplated hereby;

(c) certificates from the Secretary of each Seller as to the incumbency and signatures of each officer of such Seller executing this Agreement and any other documents required under this Agreement;

(d) a duly executed bill of sale in a form reasonably acceptable to Purchaser and Sellers;

(e) all other instruments of conveyance and transfer executed by Sellers, in form and substance reasonably acceptable to Purchaser and Sellers, as may be necessary to convey the Purchased Assets to Purchaser free and clear of all Liens (except Permitted Exceptions);

(f) all instruments and documents reasonably required by the Title Company to issue a standard leasehold title policy for the Hospital Lease;

(g) all certificates of title and other documents evidencing an ownership interest conveyed as part of the Purchased Assets;

(h) a certificate of the Secretary of each Seller certifying that each of the conditions contained in Section 10.1 has been fulfilled;

(i) such other documents, instruments and certificates as Purchaser may reasonably request; and

(j) copies of Sellers’ most recent Cost Reports as filed with the Medicare and Medicaid programs.

4.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Sellers:

- (a) the Closing Cash Payment as set forth in Section 3.4 hereof;
- (b) a certificate of good standing of Purchaser from the State of Mississippi;
- (c) true and complete copies of the resolutions of the Board of Managers or Directors of Purchaser, or similar governing body, certified by Purchaser's Secretary, authorizing the execution, delivery and performance of this Agreement and all instruments and documents to be delivered in connection herewith, and the transactions contemplated hereby by Purchaser;
- (d) certificates from the Secretary of Purchaser as to the incumbency and signatures of each officer of each Purchaser executing this Agreement and any other documents required under this Agreement; and
- (e) A certificate of an officer of Purchaser certifying that each of the conditions contained in Section 10.2 has been fulfilled.

4.4 Termination of Agreement. In respect of the Contemplated Transactions, this Agreement may be terminated prior to the Closing as follows:

(a) Termination by Purchaser. Purchaser may terminate this Agreement upon the occurrence of any of the following:

(i) if any of the conditions to the obligations of Purchaser to close that are set forth in Sections 10.1 and 10.3 shall have become incapable of fulfillment other than as a result of a breach by Purchaser of any representation, warranty, covenant or agreement contained in this Agreement, and such condition is not waived by Purchaser; or

(ii) if there shall be a material breach by Sellers of any representation or warranty, or if Sellers shall fail to perform in any material respect any covenant or agreement contained in this Agreement which breach or nonperformance cannot be cured or has not been cured within twenty (20) Business Days after the giving of written notice by Purchaser to Sellers of such breach or nonperformance.

(b) Termination by Sellers. Sellers may terminate this Agreement upon the occurrence of any of the following:

(i) if any of the conditions to the obligations of Sellers to close that are set forth in Sections 10.2 and 10.3 shall have become incapable of fulfillment other than as a result of a breach by Sellers of any representation, warranty, covenant or agreement contained in this Agreement, and such condition is not waived by Sellers; or

(ii) if there shall be a material breach by Purchaser of any representation or warranty, or if Purchaser shall fail to perform in any material respect any covenant or agreement contained in this Agreement, which breach or

nonperformance cannot be cured or has not been cured within twenty (20) Business Days after the giving of written notice by Sellers to Purchaser of such breach or nonperformance.

(c) Termination by Purchaser or Sellers. Either Purchaser or Sellers may terminate this Agreement upon the occurrence of any of the following:

(i) by mutual written consent of Sellers and Purchaser;

(ii) if the Sale Order has not been entered by the Bankruptcy Court and become a Final Order by May 25, 2019; or

(iii) upon written notice to the other party if the Closing shall not have occurred by the close of business by March 31, 2019; provided, however, that if (A) the Closing shall not have occurred by the close of such date due to an action or failure to act by a Governmental Body that prevents the consummation of the Contemplated Transactions and (B) the non-terminating party is otherwise capable of satisfying the conditions to its obligations to consummate the Contemplated Transactions set forth in Article X, a termination under this Section 4.4(c)(iii) shall not be effective for thirty (30) days after the provision of written notice; provided, further, that such termination shall not be effective if all conditions to the obligations of the non-terminating party to consummate the Contemplated Transactions set forth in Article X shall have been satisfied or otherwise waived and the Closing shall have occurred within such 30-day period.

(d) Extension of Time Periods. The time periods for termination of this Agreement set forth in this Section 4.4 may be extended upon the written agreement of the parties without the further consent of the Bankruptcy Court.

4.5 Procedure For Termination. In the event of termination of this Agreement by Purchaser or Sellers, or both, pursuant to Section 4.4, written notice thereof shall forthwith be given to the other parties, and upon the giving of such notice (or at such time as specified in the particular termination right set forth in Section 4.4) the Contemplated Transactions shall be abandoned and this Agreement shall terminate to the extent and with the effect provided by Section 4.6 without further action by the parties.

4.6 Effect of Termination. In the event that this Agreement is validly terminated as provided herein, then such termination shall be deemed a termination pursuant to Section 6.2(d) of the Interim Management Services Agreement, with the consequences and effects as stated therein; and except as otherwise set forth in Section 6.2(d) of the Interim Management Services Agreement, each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to any party; provided, however, that nothing in this Section 4.6 shall relieve the parties of any liability for a breach of this Agreement prior to the date of termination; and provided further, however, that the obligations of the parties set forth in Sections 3.2, 4.6, and Article XIII of this Agreement, and to the extent necessary to effectuate the foregoing enumerated provisions, Article I, shall survive any such termination and shall be enforceable in accordance with their

terms. In addition, if this Agreement is terminated as provided herein, each party shall upon request redeliver or destroy as soon as practicable any or all documents, work papers and other material of any other party relating to its business or affairs or the transactions contemplated hereby, whether obtained before or after the execution hereof, to the party furnishing the same, other than any material which is of public record.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby, jointly and severally, represents and warrants to Purchaser that the statements contained in this Article V are true and correct as of the date hereof and will be true and correct as of the Closing Date (except in the case of representations and warranties that are made as of a specified date, in which case such representations and warranties will be true and correct as of such specified date):

5.1 Organization and Good Standing. Each Seller is a non-profit corporation duly organized or formed, validly existing, and in good standing under the laws of the jurisdiction of its organization or formation, with full corporate power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to execute and deliver this Agreement and perform its obligations hereunder. Each Seller is duly qualified to do business and is in good standing in every domestic or foreign jurisdiction in which its ownership of property or the conduct of businesses as now conducted requires it to qualify. Each jurisdiction in which such Seller is qualified to do business is listed on Schedule 5.1. Complete and accurate copies of the organizational documents of each Seller have been delivered to Purchaser.

5.2 Authorization of Agreement; No Conflict.

(a) Except for such authorization as is required by the Bankruptcy Court (as hereinafter provided for) each Seller has all requisite power, authority and legal capacity to execute and deliver, and has taken all corporate action, including approval of its directors, members and/or trustees (as applicable), necessary for it to validly execute and deliver, this Agreement and each other agreement, document, or instrument or certificate contemplated by this Agreement to be executed and delivered by such Seller in connection with this Agreement.

(b) Neither the execution and delivery of this Agreement by Sellers nor the consummation or performance of the transactions contemplated hereby by Sellers will, directly or indirectly (with or without notice or lapse of time): (i) contravene, conflict with, or result in a violation of any provision of the organizational documents of any Seller; (ii) contravene, conflict with, or result in a violation of any Law or any Order of any Governmental Body, to which any Seller is subject; (iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any government authorization that is held by any Seller or that otherwise relates to the Purchased Assets; (iv) breach any provision of, give any Person the right to declare a default or exercise any remedy under, accelerate the maturity or performance of or

payment under, or cancel, terminate, or modify any, Material Seller Contract; or (v) result in the creation or imposition of any Lien upon any of the Purchased Assets.

5.3 Consents of Third Parties: Contractual Consents.

(a) Except as required by the Bankruptcy Code or the Bankruptcy Court, no consent, approval, or other action by, or notice to or registration or filing with, any governmental or administrative agency or authority is required or necessary to be obtained by Sellers in connection with the execution, delivery or performance of the Agreement or the consummation of the transactions.

(b) Except as required by the Bankruptcy Code or the Bankruptcy Court, no consent, approval, waiver or other action by any Person under any Assigned Contract, agreement, instrument, or other document, or obligation to which any Seller is a party or by which it or any of its assets are bound, is required or necessary for the execution, delivery, and performance of the Agreement by Sellers or the consummation of the transactions contemplated herein.

5.4 Title to Purchased Assets.

(a) Other than intellectual property licensed to a Seller, the personal property subject to the Assigned Personal Property Leases, and the real property subject to the Assigned Real Property Leases, each Seller owns good and transferable title to, or a valid and enforceable right to use under a contract, all of the Purchased Assets.

5.5 Litigation.

(a) Except for proceedings before the Bankruptcy Court or Legal Proceedings that have been stayed, there are no Legal Proceedings pending (i) by or against any Seller or that otherwise relate to or may affect the Business or any of the Purchased Assets, or (ii) that challenge, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the transactions contemplated hereby.

(b) There are no Orders outstanding (i) against any Seller or that otherwise relate to or may affect the Business of Sellers or any of the Purchased Assets; or (ii) that challenge, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the transactions contemplated hereby. To the knowledge of each Seller, no such Order has been threatened, and no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such Order.

5.6 Reserved.

5.7 Environmental Matters. The representations and warranties contained in this Section 5.7 are the sole and exclusive representations and warranties of Sellers pertaining or relating to any environmental, health or safety matters, including any arising under any Environmental Laws.

(a) To the knowledge of each Seller, the operation of the Business and the Purchased Assets are in compliance in all material respects with all applicable Environmental Laws and all Permits issued pursuant to Environmental Laws or otherwise;

(b) To the knowledge of each Seller, such Seller has obtained all Permits required under all applicable Environmental Laws necessary to operate the Business;

(c) To the knowledge of each Seller, such Seller is not the subject of any outstanding Order, notice, directive, or other writing from or Contract with any Governmental Body respecting (i) Environmental Laws, (ii) Remedial Action or (iii) any Release or threatened Release, in each case, relating to the operation of the Business or to any Purchased Asset; and

(d) To the knowledge of each Seller, such Seller has not received any written communication or other notice alleging that such Seller may be in violation of any Environmental Law, or any Permit issued pursuant to any Environmental Law, or may have any liability under any Environmental Law, in each case related to the Business or to any Purchased Asset.

5.8 Insurance Policies. Schedule 5.8 sets forth a complete and accurate list of all insurance policies under which any of the assets or properties of any Seller are covered or otherwise relating to the Business, and indicates the insurer's name, policy number, expiration date, amount and type of coverage, limitations and deductions.

5.9 Reserved.

5.10 Reserved.

5.11 Material Contracts.

(a) The following Contracts of Sellers (the "Material Seller Contracts") have been made available to Buyer:

(i) Any Contract of any Seller having a value per contract, or involving payments by or to any Seller of at least (x) \$5,000 during any twelve-month period, or (y) \$15,000 in the aggregate;

(ii) any joint venture, partnership or other similar agreement involving co-investment with a third party to which any Seller is a party;

(iii) any contract or agreement involving the sale of any assets of any Seller, or the acquisition of any assets of any Person by any Seller in any business combination transaction (whether by merger, sale of stock, sale of assets or otherwise);

(iv) any note, indenture, loan agreement, credit agreement, security agreement, financing agreement, or other evidence of Indebtedness relating to the borrowing of money by any Seller, any guarantee made by any Seller in favor of any

Person guaranteeing obligations of such Person, or any letter of credit issued for the account of any Seller;

(v) any employment or consulting agreement between any Seller and any of the employees or consultants of any Seller that (A) obligates any Seller to make annual cash payments in an amount exceeding \$15,000 or make any cash payments to any Person in the event of a termination of such Person's employment or consulting arrangement with such Seller or on account of the transactions contemplated by this Agreement; or (B) contains non-competition provisions for the benefit of any Seller from an employee or an independent consultant;

(vi) any contract or agreement with any Governmental Body;

(vii) any contract or agreement containing covenants that in any way purport to restrict the business activity of any Seller or limit the freedom of any Seller to engage in any line of business or to compete with any Person;

(viii) any material Intellectual Property License;

(ix) any Contract of any Seller with a physician or other healthcare provider;

(x) any other Contract of any Seller that is otherwise material to the Business, taken as a whole; and

(xi) each amendment, supplement, and modification in respect of any of the foregoing.

5.12 Intellectual Property. Sellers own, or are licensed or otherwise possess the right to use, all patents, trademarks, service marks, trade names, trade secrets, domain names, computer software, copyrights, inventions, processes, discoveries, formulae, research and development, and applications and registrations for any of the foregoing (collectively, the "Intellectual Property Rights"), in each case, that are material to the conduct of the Business taken as a whole; (b) to each Seller's knowledge, there are no conflicts with or infringements of any Intellectual Property Rights by any third party and the conduct of the Business does not conflict with or infringe any intellectual property or other proprietary right of any third party; and (c) to each Seller's knowledge, there are neither any outstanding nor any threatened disputes or disagreements with respect to any of the Intellectual Property Rights.

5.13 Absence of Certain Changes and Events. Since the IMA Effective Date, except as set forth in Schedule 5.13, no Seller has:

(a) incurred, assumed, or guaranteed any Indebtedness (excluding any Indebtedness incurred pursuant to any agreement as in effect on the date hereof), or made any loans, advances or capital contributions to, or investments in, any other Person;

(b) experienced any damage, destruction or loss (whether or not covered by insurance) to any of the Purchased Assets in excess of \$15,000;

(c) declared, set aside or paid any dividend or other distribution (whether in cash, securities or property or other combination thereof) in respect of any shares of capital stock of such Seller;

(d) taken any action that, if taken after the date of the IMA Effective Date, would constitute a breach of the covenant set forth in Section 8.2; or

(e) entered into any agreement, whether oral or written, to do any of the foregoing.

5.14 Surveys and Reports. All licensure and accreditation surveys and deficiency reports related to the Hospital operated by Sellers are set forth on Schedule 5.14.

5.15 Medical Staff Matters. Sellers have provided to Purchaser a list of all current members of the medical staff.

5.16 Employee Relations.

(a) Since November 1, 2017, there has been no threatened employee strike, work stoppage, or labor dispute pertaining to the Facilities; no union representation question has existed respecting any employees of the Sellers; no collective bargaining agreement has existed; no written demand has been received for recognition by a labor organization; no union organizing activities by or with respect to any employees of the sellers have, to the knowledge of Sellers, taken place; and none of the employees of the Sellers have been represented by any labor union or organization. There is no written unfair practice claim against the Sellers before the National Labor Relations Board, nor has there been any strike, dispute, slowdown, or stoppage pending or threatened against or involving the Facilities since November 1, 2017.

(b) No Seller has violated the Worker Adjustment and Retraining Notification Act (the "WARN Act") or any similar state or local legal requirements.

(c) Sellers have provided to Purchaser the personnel records of all Hired Employees and the salary or wage records for such employees including records reflecting sick or extended illness, paid time off, vacation and holiday benefits that are accrued or credited but unused or unpaid. Sellers have provided to Purchaser copies of each employment, consulting, independent contractor, bonus, or severance agreement to which a Seller is a party with any of the Hired Employees.

(d) Schedule 5.16 sets forth the names (first name, middle initial, last name, and Jr., Sr., M.D., etc.) of all physicians, nurse practitioners, physician assistants, certified registered nurse anesthetists, and any other individual provider enrolled in the Medicare or Medicaid programs employed at the Facilities as of the IMA Effective Date, and the birth date, National Provider Identifier, CMS Certification Number/PTAN, practice specialty, practice location name, address, and the d/b/a of the practice location of such provider.

5.17 Reserved.

5.18 Brokers or Finders. Neither Sellers nor any of their respective officers, directors, employees or agents have incurred any liability or obligation for brokerage or finders' fees or agents' commissions or other similar payment in connection with the sale of the Purchased Assets or the transactions contemplated hereby.

5.19 Certificates of Need. Except as set forth on Schedule 5.19, no application for any Certificate of Need, Exemption Certificate (each as defined below) or declaratory ruling has been made by any of the Sellers with a Regulatory Body which is currently pending or open before such agency, and no such application (collectively, the "Applications") filed by any Sellers since November 1, 2017 has been ultimately denied by any commission, board or agency or withdrawn by Sellers.

5.20 Experimental Procedures. Sellers have not performed or permitted the performance of any experimental or research procedures or studies involving patients of the Hospital not authorized and conducted in accordance with the procedures of the Institutional Review Board of the Hospital.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Sellers that:

6.1 Organization and Good Standing. Purchaser is a limited liability company duly organized or formed, validly existing, and in good standing under the laws of the jurisdiction of its organization or formation, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to execute and deliver this Agreement and perform its obligations hereunder. Purchaser is duly qualified to do business and is in good standing in every domestic or foreign jurisdiction in which its ownership of property or the conduct of businesses as now conducted requires it to qualify. Complete and accurate copies of the organizational documents of the Purchaser have been delivered to Sellers.

6.2 Authorization of Agreement. Purchaser has full corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by it in connection with the consummation of the transactions contemplated hereby and thereby (the "Purchaser Documents") and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Purchaser of this Agreement and Purchaser Documents have been duly authorized by all necessary corporate action on behalf of Purchaser. This Agreement has been, and Purchaser Documents will be at or prior to the Closing, duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and Purchaser Documents when so executed and delivered will constitute, the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights

and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

6.3 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this Article VI, neither Purchaser nor any other Person makes any other express or implied representation or warranty with respect to Purchaser or the transactions contemplated by this Agreement, and Purchaser disclaims any other representations or warranties, whether made by Purchaser, any Affiliate of Purchaser or any of its officers, directors, employees, agents or other Representatives. Except for the representations and warranties contained in this Article VI, Purchaser disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Sellers or their Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Sellers by any director, officer, employee, agent, consultant, or other Representative of Purchaser or any of its Affiliates).

ARTICLE VII BANKRUPTCY COURT MATTERS

7.1 Bankruptcy Court Filings. As promptly as practicable following the execution of this Agreement, but in no event later than April 24, 2019, Sellers shall file the Sale Motion and seek the approval of the Bankruptcy Court of the Sale Order. Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order, including, without limitation, furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code. In the event the entry of the Sale Order shall be appealed, each party shall use their respective commercially reasonable efforts to defend against such appeal.

7.2 Notice. Notice of the Contemplated Transactions, the Sale Motion, and the Sale Order shall be in a form reasonably acceptable to Purchaser and shall be served by the Sellers to the satisfaction of Purchaser in accordance with applicable Law (including, to the extent applicable, Rules 2002, 3016, 3017 and 6004 of the Federal Rules of Bankruptcy Procedure and any local rules or orders of the Bankruptcy Court) on all Persons required to receive notice under applicable Law.

ARTICLE VIII COVENANTS

8.1 Access to Information.

(a) Subject to Section 2.8 and the other provisions of this Section 8, each Seller agrees that, prior to the Closing Date, Purchaser shall be entitled, through its Representatives, to make such investigation of the assets, properties and operations of the Business and such examination of the books and records of Sellers pertaining to the

Business, the Purchased Assets and the Assumed Liabilities as it reasonably requests and to make extracts and copies of such books and records; it being understood, however, that the foregoing shall not entitle Purchaser to access (i) the books, records and Documents referred to in Section 2.2(i)(iii) and 2.2(i)(v), or (ii) any books, records or Documents the disclosure of which by Sellers to Purchaser would violate any obligation of confidentiality by which a Seller is bound under applicable Law. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances, any request for such examination shall be made to one of the Persons, identified by Sellers in advance to the receipt of such request, and any access to any of the Facilities by Purchaser must be approved by one of such Persons, and Purchaser's access to such information shall be subject to any restrictions on disclosure by Sellers to Purchaser or use of the information contained therein by Purchaser applicable pursuant to any agreement to which any Seller is a party or is bound prior to the date hereof or under applicable Law. Each Seller shall cause its Representatives to cooperate with Purchaser and its Representatives in connection with such investigation and examination, and Purchaser and its Representatives shall cooperate with each Seller and its Representatives and shall use its commercially reasonable efforts to minimize any disruption to Sellers' business and operations, including the Business. Notwithstanding the foregoing, if permitted by applicable Law, Sellers shall disclose to Purchaser the subject matter of the information or books, records or Documents not required to be made available hereunder and why such items should not be delivered. If requested by Purchaser, Sellers shall seek such consents as may be needed to enable Sellers to make such information available to Purchaser.

(b) Sellers shall provide to Purchaser at Closing or as soon thereafter as is reasonably possible all appropriate books and records and other documents in the possession or control of Sellers, their representatives or their agents relating to the Business and the transactions contemplated hereby. Such books, records, and documents shall include, but are not limited to, patient records, all paper and electronic financial, operational, administrative, research, regulatory reporting, maintenance, and human resources records.

8.2 Conduct of the Business Pending the Closing. Prior to the Closing, Purchaser and Sellers shall continue to operate under the terms of the Interim Management Services Agreement, which shall remain in full force and effect until the Closing Date or earlier termination in accordance with Section 6.2 of the Interim Management Services Agreement.

8.3 Medicare, Medicaid and Private Payor Provider Agreements. Purchaser shall seek to have assigned to Purchaser all current and valid provider contracts of Sellers with the Programs (the "Provider Agreements"), subject, to the extent required, to each respective Governmental Body's and private payors' approval of Sellers' assignment and Purchaser's assumption thereof. Sellers shall provide Purchaser with information and other assistance as may be reasonably requested by Purchaser with respect to its request to assume the Provider Agreements.

(a) Upon the Closing Date, to the extent permitted by applicable laws, Purchaser may use Seller's Medicare/Medicaid provider/supplier numbers and

provider/supplier agreements to submit claims to the Part A Medicare Administrative Contractor and the Mississippi Department of Medicaid (the “Payors”) for health care services provided after the Closing Date (the “Post-Effective Date Services”). Purchaser may also use Seller’s National Provider Identifier in connection with Post-Effective Date Services for a period of twelve (12) months after the Closing Date, provided, however, that the Purchaser shall indemnify, defend and hold harmless the Sellers from any and all liabilities of any kind or nature arising from the Purchaser’s use of the Seller’s NPI after the Closing Date.

(b) Until such time as the Payors have approved a change in ownership of Sellers’ provider numbers to Purchaser and the Payors are depositing all reimbursements for Post-Effective Date Services under the Payors’ Provider Agreements into Purchaser-owned bank accounts, Sellers and Purchaser shall continue to operate under the Financial Management terms of Section 1.4(c) and (d) of the Interim Management Services Agreement.

(c) Sellers acknowledge and agree that any payments deposited into Sellers’ bank accounts relating to items and services provided after the IMA Effective Date, including but not limited to all Post-Effective Date Services, are property of the Purchaser. In the event Sellers receive a notice of any adjustment to any payments relating to such items or services, Sellers agree to inform Purchaser and send a copy of such notice to Purchaser by overnight mail or electronic transmission no later than five (5) business days after receipt of such notice.

(d) Whenever a payor sends any other notice to or requests information from Sellers regarding a claim for items or services provided after the IMA Effective Date, Sellers shall send a copy of such notice or inform Purchaser of such request by overnight mail or electronic transmission no later than five (5) business days after receipt of such notice or request.

8.4 Consents and Permits; Insurance.

Each Seller shall use its commercially reasonable efforts, and Purchaser shall cooperate with Sellers, including, without limitation, by taking the actions referred to in Section 8.4, to obtain at the earliest practicable date all consents, approvals, authorizations, waiver and Orders required to be obtained by Sellers (including all consents listed in Schedule 5.3(a)) and to give at the earliest practicable date any notices required to be given by Sellers, in order for Sellers to consummate the transactions contemplated by this Agreement on the terms and in the manner provided hereby; provided, however, that Sellers shall not be obligated to pay any consideration therefor to any third party from whom any such item is requested (other than filing or application fees payable to any Governmental Body) or to initiate any litigation or legal proceedings to obtain any such item except as otherwise provided by Section 8.4. Purchaser shall use its commercially reasonable efforts, and Sellers shall cooperate with Purchaser, including by taking the actions referred to in Section 8.4 to obtain at the earliest practicable date all consents, approvals, authorizations, waivers, Orders, licenses and Permits required to be obtained by Purchaser, and to give at the earliest practicable date any notices required to be given by Purchaser, in order for Purchaser to consummate the transactions contemplated by this

Agreement on the terms and in the manner provided hereby and to operate the Business after the Closing; provided, however, that Purchaser shall not be obligated to pay any consideration therefor to any third party from whom any such item is requested (other than filing or application fees payable to any Governmental Body) or to initiate any litigation or legal proceedings to obtain any such consent or approval except as otherwise provided by Section 8.4. Other than Cure Amounts to be paid pursuant to Section 2.5, nothing contained herein shall require Sellers to expend any funds in order to remove or eliminate any Lien on any Purchased Asset in order to deliver such Purchased Asset to Purchaser pursuant to this Agreement free of such Lien. Each Seller shall cooperate with Purchaser to ensure prior to Closing the transfer of all Permits to Purchaser necessary for the operation of the Hospital, and the Business as currently conducted or otherwise affecting the Assigned Real Property Leases.

8.5 Regulatory Approval.

(a) The parties recognize and agree that time is of the essence for the closing of the Contemplated Transactions. Purchaser and Sellers will cooperate in making all required notices and applications, so that the parties may receive all approvals required to consummate the Contemplated Transactions.

(b) Each of Purchaser and each Seller shall use its reasonable best efforts to furnish to each other all information required for any application or other filing to be made pursuant to any applicable Law in connection with the Contemplated Transactions contemplated by this Agreement. Each such party shall promptly inform the other parties of any material oral communication with, and provide copies of written communications with, any Governmental Body regarding any such filings or any such transaction. No such party shall independently participate in any formal meeting with any Governmental Body in respect of any such filings, investigation, or other inquiry without giving the other parties prior notice of the meeting and, to the extent permitted by such Governmental Body, the opportunity to attend and/or participate.

8.6 Further Assurances. Each party shall use its commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, promptly after the discovery by Sellers or any of their Affiliates after the Closing of any item included within the definition of Purchased Assets but not transferred, conveyed or assigned to Purchaser, (i) Sellers will deliver written notice to Purchaser of the existence and non-transfer, non-conveyance or non-assumption of such item and provide Purchaser with all the information in Sellers' possession about, and with access to such item as Purchaser may reasonably request, and (ii) if requested by Purchaser, Sellers shall and shall cause their respective Affiliates to, use commercially reasonable efforts to transfer, convey or assign to Purchaser such item in the manner and on the terms and conditions as applicable to a Purchased Asset. Purchaser shall have the right to operate under the Permits of Sellers relating to controlled substances and the operation of pharmacies, subject to the requirements of applicable law, and Sellers shall execute such limited powers of attorney as may be reasonably requested by Purchaser in connection therewith.

8.7 Reserved.

8.8 Reserved.

8.9 Reserved.

8.10 Supplementation and Amendment of Schedules. Each of the parties may, with the prior written consent of the other party, include and exclude, from time to time and at any time, in the Schedules and Exhibits any items and/or facts that it subsequently discovers. No such supplement or amendment shall have any effect on any representation or warranty contained herein or upon the satisfaction of the condition to closing set forth in Section 10.1(a) or 10.2(a), as applicable.

8.11 Final Cost Report. Sellers shall file or cause to be filed the final Cost Reports for the period through and including the Closing Date required to be filed with the Medicare or Medicaid programs or any other Third-Party Payor or Governmental Body as a result of the consummation of the Contemplated Transactions. Except for the amount included in the Assumed Liabilities, Sellers shall assume and be responsible for any liability incurred as a result of the filing of any of said reports that is attributable to periods prior to the IMA Effective Date and after November 1, 2017, or as a result of filing by Seller of any previous Cost Report for periods prior to the IMA Effective Date, and shall be entitled to receive any refund or other benefit which may result from the filing of said reports to the extent allocable to periods prior to the IMA Effective Date. Notwithstanding the foregoing, Purchaser shall reimburse Seller for the cost of filing such final Cost Reports to the extent such cost relates to the period beginning on the IMA Effective Date through and including the Closing Date. Such reports shall be prepared in accordance with applicable Law and consistent with past practices. Purchaser shall have the right to review and approve the final Cost Reports prior to filing and shall be provided access to all related data and records.

8.12 Cooperation. Each Seller and Purchaser agrees to reasonably cooperate with each other, from the date hereof up through and following the Closing Date, in good faith, in an effort to satisfy all further conditions, undertakings and agreements contained in this Agreement.

8.13 Surrender of Licenses. Following Closing and in accordance with the timing and other requirements of applicable Law and at the direction of Purchaser, Sellers shall surrender all licenses and operating certificates issued to them relating to the Business, except for the licenses and operating certificates transferred to Purchaser pursuant to this Agreement.

8.14 Misdirected Payments, Etc. Purchaser and the Sellers covenant and agree to remit, with reasonable promptness, to the other any payments received by them or their affiliates, which payments are on or in respect of accounts or notes receivable owned by (or are otherwise payable to) Sellers or Purchaser, as applicable. In addition, and without limitation, in the event of a determination by any governmental or third-party payor that payments to Sellers or the Facilities resulted in an overpayment or other determination that funds previously paid by any program or plan to Sellers or the Facilities must be repaid, Sellers shall be responsible for repayment of said monies (or defense of such actions) if such overpayment or other repayment determination was for items or services provided prior to the IMA Effective Date and Purchaser

shall be responsible for repayment of said monies (or defense of such actions) if such overpayment or other repayment determination was for items or services provided after the IMA Effective Date. From the Closing Date to such date as CMS issues a tie-in notice to Purchaser with respect to the Facilities, Sellers hereby grant Purchaser the right to submit claims, reports, documents and other information to CMS and other governmental payors using Sellers' provider numbers and other information, for services provided to patients at the Facilities during such period, as necessary to receive payment for such services.

8.15 Notice of Developments. Sellers and Purchaser will give prompt written notice to the other party of any facts that become known or any development that constitutes or causes a breach of any representation, warranty or agreement herein; provided that no disclosure shall be deemed to supplement any schedule or prevent or cure any breach or misrepresentation.

8.16 Tail Insurance. Neither Purchaser nor Seller shall have an obligation to purchase tail director and officer insurance coverage or tail professional liability insurance coverage.

ARTICLE IX EMPLOYEES AND EMPLOYEE BENEFITS

9.1 Employment. The parties acknowledge that, pursuant to Section 1.3(b) of the Interim Management Services Agreement, Purchaser has elected to employ certain personnel who were formerly employed by Sellers or their Affiliates in connection with the Business. Sellers shall remain liable for all wages, salaries, salary reimbursements, and any other payments owed to the Hired Employees attributable to services performed prior to the IMA Effective Date. Purchaser shall be liable for all wages, salaries, salary reimbursements, and other payments owed to the Hired Employees attributable to services performed on and after the IMA Effective Date; provided, however, that Sellers shall remain liable for any claims of such Hired Employees incurred under Sellers' Employee Benefit Plans prior to the date the Hired Employees commenced their employment with Purchaser.

9.2 HR Liability. Notwithstanding the foregoing, Purchaser shall be responsible for Liabilities owed to the Hired Employees attributable to actual accrued and unused vacation, sick days, personal days and other paid time off credit reflected on the records of the Business through December 31, 2018 (the "HR Liability"). Except as expressly set forth in this Article IX, Purchaser shall not have any liability to any former employees of Sellers or of Curae arising out of their employment with Sellers or Curae, which Liabilities shall remain solely with Sellers and Curae.

ARTICLE X CONDITIONS TO CLOSING

10.1 Conditions Precedent to Obligations of Purchaser. The obligations of Purchaser to consummate the Contemplated Transactions as provided by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Sellers set forth in this Agreement, and the matters set forth on the Schedules to this Agreement, shall be true and correct as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); provided, however, that in the event any such representation or warranty has been breached, the condition set forth in this Section 10.1(a) shall nevertheless be deemed satisfied unless the aggregate effect of all such breaches of representations and warranties taken together results in a Material Adverse Effect. Notwithstanding the foregoing, for purposes of determining whether a Material Adverse Effect has occurred for purposes of this Section, “material,” “materiality,” “Material Adverse Effect” and terms of like effect in the representations and warranties of Sellers shall be disregarded;

(b) Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to the Closing Date;

(c) Sellers shall not have received any oral or written notice of termination or intent to terminate any of the Assigned Contracts, Assigned Personal Property Leases, Assigned Real Property Leases and Assigned Intellectual Property Licenses. The Assigned Contracts, Assigned Personal Property Leases, Assigned Real Property Leases and Assigned Intellectual Property Licenses will be in full force and effect, other than provisions that are not enforceable due to operation of applicable bankruptcy law, and no event will have occurred, and no circumstance or condition will exist, that (with or without notice or lapse of time) will, or could reasonably be expected to, within the enforceability definitions of 11 U.S.C. § 365, (i) result in a violation or breach of any of the provisions of any Assigned Contract, Assigned Personal Property Leases, Assigned Real Property Leases and Assigned Intellectual Property Licenses, (ii) give any Person the right to declare a default or exercise any remedy under any of the Assigned Contracts, Assigned Personal Property Leases, Assigned Real Property Leases and Assigned Intellectual Property Licenses, (iii) give any Person the right to accelerate the maturity or performance of any of the Assigned Contracts, Assigned Personal Property Leases, Assigned Real Property Leases and Assigned Intellectual Property Licenses, or (iv) give any Person the right to cancel, terminate or modify any of the Assigned Contracts, Assigned Personal Property Leases, Assigned Real Property Leases and Assigned Intellectual Property Licenses. Purchaser will be entitled: (i) at any time on or before the Closing to elect not to assume any of the Assigned Contracts, Assigned Personal Property Leases, Assigned Real Property Leases and Assigned Intellectual Property Licenses, or (ii) at any time before the Closing, to add any additional Contract, Personal Property Lease, Real property Lease, Intellectual Property License, or any other executory contract or unexpired lease of Sellers as an Assigned Contract and thereby include such contract or lease as an Assigned Contract by providing written notice to Sellers at or before the Closing.

(d) Purchaser shall have received the consent of the Coahoma County Board of Supervisors (the “Hospital Lessor”) to the assignment of the Hospital Lease to the applicable Purchaser entity.

(e) The Title Company shall have issued and delivered to Purchaser a standard lease title policy for the Hospital Lease.

10.2 Conditions Precedent to Obligations of Sellers. The obligation of Sellers to consummate the Contemplated Transactions as provided by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable Law):

(a) The representations and warranties of Purchaser set forth in this Agreement shall be true and correct at and as of the Closing Date as though made on the Closing Date, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); provided, however; that in the event any such representation or warranty has been breached, the condition set forth in this Section 10.2(a) shall nevertheless be deemed satisfied unless the aggregate effect of all such breaches of representations or warranties taken together would prevent or materially delay the ability of Purchaser to perform its obligations under this Agreement or to consummate the Contemplated Transactions;

(b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by them on or prior to the Closing Date; provided, however, that the condition set forth in this Section 10.2(b) shall be deemed satisfied unless all such failures to so perform or comply taken together prevent or materially delay the ability of Purchaser to perform its obligations under this Agreement or the ability of Purchaser to consummate the Contemplated Transactions; and

(c) Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 4.3.

10.3 Conditions Precedent to Obligations of Purchaser and Sellers. The respective obligations of the parties to consummate the Contemplated Transactions as provided by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Sellers in whole or in part to the extent permitted by applicable Law):

(a) There shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Contemplated Transactions; and

(b) The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall have become a Final Order by May 25, 2019, not subject to any stay.

10.4 Frustration of Closing Conditions. No party may rely on the failure of any condition set forth in Section 10.1, 10.2 or 10.3, as the case may be, to excuse it from consummating the Contemplated Transactions if such failure was caused by such party's failure to comply with any provision of this Agreement.

**ARTICLE XI
TAXES**

11.1 Transfer Taxes. Purchaser shall pay any sales, use, stamp, documentary stamp, filing, recording, transfer or similar fees or taxes or governmental charges (including any interest and penalty thereon) payable in connection with the transactions contemplated by this Agreement, if any ("Transfer Taxes"). The parties shall cooperate and otherwise take commercially reasonable efforts to obtain any available refunds for Transfer Taxes, including a refund available under Section 1146(c) of the Bankruptcy Code.

11.2 Reserved.

11.3 Purchase Price Allocation. For tax purposes only, prior to the Closing Date, Sellers and Purchaser shall agree in good faith upon an allocation of the purchase price and other consideration delivered hereunder (including the Assumed Liabilities) among the Purchased Assets in accordance with Section 1060 of the Code and, in accordance with such allocation, Purchaser shall prepare and deliver to Sellers copies of Form 8594 and any required exhibits thereto (the "Asset Acquisition Statement"). Purchaser shall prepare and deliver to Sellers from time to time revised copies of the Asset Acquisition Statement (the "Revised Statements") so as to report any matters on the Asset Acquisition Statement that need updating (including purchase price adjustments, if any) consistent with the agreed upon allocation. To the extent that Sellers disagree with Purchaser's allocation in the Asset Acquisition Statement or the Revised Statements, Sellers and Purchaser shall work in good faith to resolve any such disagreements. If Purchaser and Sellers cannot reach a final resolution of the matter, Purchaser and Sellers will jointly retain an independent financial expert to resolve any remaining disagreements, the cost of which shall be borne equally by the parties. The purchase price for the Purchased Assets shall be allocated in accordance with the Asset Acquisition Statement or, if applicable, the last Revised Statements, provided by Purchaser to Sellers, and all income Tax Returns and reports filed by Purchaser and Sellers shall be prepared consistently with such allocation.

11.4 Cooperation on Tax Matters. The parties shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other filings relating to Tax matters, for the preparation for any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters.

**ARTICLE XII
RESERVED**

**ARTICLE XIII
MISCELLANEOUS**

13.1 Expenses. Except as otherwise expressly provided in this Agreement, each party shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

13.2 Injunctive Relief. Damages at law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any party hereto shall be entitled to injunctive relief with respect to any such breach, including specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 13.2 shall be in addition to any other rights which a party may have at law or in equity pursuant to this Agreement.

13.3 Submission to Jurisdiction; Consent to Service of Process. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby. Any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 13.6 hereof.

13.4 Entire Agreement: Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

13.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee applicable to contracts made and performed in such State.

13.6 Notice. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), or (ii) one business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses (or to such other address as a party may have specified by notice given to the other party pursuant to this provision):

If to Purchaser to:

If to Sellers, to:

CHS/Community Health Systems, Inc.
4000 Meridian Blvd.
Franklin, TN 37067
Attn: Vice President - Development

Stephen N. Clapp
121 Leinart St.
Clinton, TN 37716

With a copy to:

CHSPSC, LLC
4000 Meridian Blvd.
Franklin, TN 370678
Attn: General Counsel

With a copy to:

David Gordon
Polsinelli PC
1201 West Peachtree Street, Suite 1100
Atlanta, GA 30309

13.7 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

13.8 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement except as provided below. 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 Purchaser and Sellers and any attempted assignment without the required consents shall be void; provided, however, that Purchaser may assign its right to acquire any or all of the Purchased Assets and its other rights hereunder to an entity wholly owned by it that also assumes all of Purchaser's obligations hereunder (but such assumption shall not relieve Purchaser of its obligations hereunder); and provided, further, Purchaser may assign its right to acquire any or all of the Purchased Assets to a third Person at Closing. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires. No permitted assignment of any rights hereunder and/or assumption of obligations hereunder shall relieve the parties hereto of any of their obligations.

13.9 No Personal Liability. In entering into this Agreement, the parties understand, agree and acknowledge that no director, trustee, officer, manager, member, employee, shareholder, attorney, accountant, advisor or agent of any party hereto shall be personally liable or responsible to any other party or its Affiliates, directors, trustees, officers, managers, members, employees, shareholders, attorneys, accountants, advisors or agents for the performance of any obligation under this Agreement of any party to this Agreement or the truth, completeness or accuracy of any representation or warranty contained in, or statement made in,

this Agreement or any document prepared pursuant hereto and that all obligations hereunder are those of the named parties only (but nothing contained herein shall limit the liability of any person for his or her fraudulent acts).

13.10 Counterparts. This Agreement may be executed in one or more 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.

13.11 Continued Validity of Interim Management Services Agreement. Nothing contained in this agreement is intended to, nor shall it have the legal effect of, altering any of the rights of the parties under the Interim Management Services Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

SELLERS:

CLARKSDALE REGIONAL MEDICAL CENTER, INC.

By: _____
Name: Stephen N. Clapp, President

CLARKSDALE REGIONAL PHYSICIANS, LLC

By: _____
Name: Stephen N. Clapp, President

PURCHASER:

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

EXHIBIT C
DEBTORS' ASSUMPTION NOTICE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:)	
	)	Chapter 11
Curae Health, Inc., <i>et al.</i> ¹	)	Case No. 18-05665
)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921)	
Debtors.	)	Jointly Administered

**NOTICE OF: (I) DEBTORS’ INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY,
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY;
AND (II) CURE AMOUNTS RELATED TO THE FOREGOING**

PLEASE TAKE NOTICE THAT, on April __, 2019, the above-captioned debtors (the “*Debtors*”) filed the *Debtors’ Motion for Entry of an Order (I) Authorizing the Sale of Northwest Mississippi Regional Medical Center Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Approving the Clarksdale APA, (III) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* (Docket No. __) (the “*Sale Motion*”).²

PLEASE TAKE FURTHER NOTICE that, pursuant to the Sale Motion, the Debtors sought, among other things, authorization and approval of (a) the sale of the Clarksdale Hospital, pursuant to the Clarksdale APA, free and clear of all liens, claims, encumbrances and other interests (the “*Sale*”), and (b) the assumption and assignment of certain executory contracts (the “*Contracts*”) and unexpired leases (the “*Leases*”), in connection with the Sale.

PLEASE TAKE FURTHER NOTICE that the Sale Hearing is set for **Thursday, May 9, 2019 at 9:00 a.m.** in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

PLEASE TAKE FURTHER NOTICE that the Clarksdale APA contemplates, and the proposed order approving the Sale, if entered, shall authorize and approve, the assumption and assignment of certain Contracts and Leases, pursuant to section 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that the Debtors maintain a schedule of Contracts and Leases the Debtors **may** assume and assign in connection with the Sale and you are

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Curae Health, Inc. (5638); Amory Regional Medical Center, Inc. (2640); Batesville Regional Medical Center, Inc. (7929); and Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); Clarksdale Regional Physicians, LLC (5311).

² Capitalized terms used in this notice and not otherwise defined shall have the meanings ascribed to them in the Sale Motion.

receiving this notice because you are a party to one or more of the Contracts and Leases the Debtor **may** assume and assign in connection with the Sale.

PLEASE TAKE FURTHER NOTICE that receipt of this notice does not guarantee that the Contract or Lease to which you are party will ultimately be assumed and assigned, because the party ultimately purchasing the Clarksdale Hospital pursuant to the Clarksdale APA reserves the right to exclude any assumable executory contract or unexpired lease; however,

1. Please review the cure amounts set forth on **Exhibit 1** to this notice for your Contract or Lease.

2. If you agree with the respective cure amount on **Exhibit 1** and otherwise do not object to the Debtors' assumption and assignment of your Contract or Lease, you are not required to take any further action.

3. Objections, if any, to the proposed assumption and assignment of a Contract or Lease (each, an "**Assumption Objection**"), including objections to cure amounts, must be made in writing and filed with the United States Bankruptcy Court so as to be received no later than **May 3, 2019** (the "**Objection Deadline**") by (a) the Debtors, (b) counsel to CHS, c/o Paul Jennings, Bass, Berry & Sims PLC, 150 Third Avenue South, Suite 2800, Nashville, TN 37201, PJennings@bassberry.com, (c) counsel to ServisFirst Bank, David G. Thompson, Neal & Harwell, PLC, 1201 Demonbreun Street, Suite 1000, Nashville, Tennessee 37203, dthompson@nealharwell.com, and (d) counsel to the Official Committee of Unsecured Creditors, c/o Andrew Sherman, Sills Cummis & Gross, P.C., One Riverfront Plaza, Newark, NJ 07102, asherman@sillscummis.com.

4. If a timely Assumption Objection is filed solely as to the cure amount (a "**Cure Objection**"), then the Contract or Lease shall nevertheless be assumed and assigned to the purchaser of the Clarksdale Hospital upon the closing of the Sale, the purchaser shall pay the undisputed portion of the cure amount on or as soon as reasonably practicable after the closing of the Sale, and the disputed portion of the cure amount shall be paid as soon as practicable after the resolution of the dispute, either through good faith discussion or with the aid of the court.

5. If a timely Assumption Objection is filed that objects to the assumption and assignment on a basis other than the cure amount, the Debtors, the purchaser, and the objecting non-debtor party to the Contract or Lease shall meet and confer in good faith to attempt to resolve any such objection without intervention by the court; however, if the objection cannot be resolved without judicial intervention, then the objection shall be determined by the court at the Sale Hearing or such other date as determined by the court. If the court determines at such hearing that the Contract or Lease subject to the Assumption Objection should not be assumed and assigned, then such Contract or Lease shall not be assumed or assigned to the purchaser.

6. If the Debtors, the purchaser, and the non-debtor counterparty to a Contract or Lease resolves any Assumption Objection, they shall enter into a written stipulation, which stipulation is not required to be filed with or approved by the court, with the Debtors to provide a copy of such stipulation to the Committee.

PLEASE TAKE FURTHER NOTICE that, unless an Assumption Objection is filed on or before the Objection Deadline, you shall be deemed to have consented to the assumption and assignment of your Contract or Lease and the associated cure amount, and you shall be forever barred from objecting to the cure amount and from asserting any additional cure or other amounts against the Debtors, their estates, or the purchaser.

PLEASE TAKE FURTHER NOTICE that, up to the thirty (30) days after the Closing Date, the purchaser may, in its sole discretion, subject to certain limitations specified in the Clarksdale APA, exclude any Contract or Lease by providing notice to the Debtors, the Committee and you. Upon such designation, the Contract or Lease excluded by the purchaser shall not be deemed to be, or to have been, assumed or assigned, and shall remain subject to assumption, rejection, or assignment by the Debtors.

PLEASE TAKE FURTHER NOTICE that the Debtors' decision to assume and assign a Contract or Lease is subject to approval by the court and consummation of the Sale and, absent such approval and consummation, no Contract or Lease will be assumed or assigned to the purchaser and shall in all respects remain subject to further administration by the court in accordance and subject to the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, upon approval by the court and consummation of the Sale, all Contracts and Leases to be assumed and assigned by the Debtors to the purchaser shall be assumed and assigned to the purchaser effective on the Closing Date; provided, however, that any Contract or Lease that is excluded by the purchaser in the thirty-day period after the Closing Date shall not be deemed to be, or to have been, assumed and assigned, and shall remain subject to assumption, rejection, or assignment by the Debtors.

PLEASE TAKE FURTHER NOTICE that, until the effective date of assumption and assignment, assumption and assignment of any Contract or Lease is subject to the purchaser's rights to exclude any Contract or Lease.

PLEASE TAKE FURTHER NOTICE that Debtors shall, on or as soon as practicable after April 25, 2019, provide adequate assurance of future performance, as set forth in section 365(b)(1)(C) of the Bankruptcy Code, with respect to any executory contract or unexpired lease listed in this notice, to any party who submits a written request to Caryn E. Wang at cawang@polsinelli.com or (404) 253-6016.

PLEASE TAKE FURTHER NOTICE that this notice and the terms set forth in this notice are subject in all respects to the terms and conditions of the Sale Motion and the court's orders approving the Sale Motion and Sale.