

Commission Minutes for July Recessed Meeting

July 29, 2024

- Zoom Call with Angela Humphreys, Co-Chair, Healthcare Private Equity- Bass, Berry & Sims PLC.
- Proposal of the District DBA Henry County Medical Center to enter into an Operations Transfer Agreement (OTA) with West Tennessee Healthcare Henry County- Resolution 1-7R-24.

STATE OF TENNESSEE
COUNTY OF HENRY...

Be it remembered that the County Commission met in a recessed session at the Henry County 911 Office, in Henry County, Tennessee on July 29, 2024 at 5:00 p.m. Present and presiding Charles Elizondo, Vice Chairman, Donna Craig, County Clerk and the County Commissioners:

ITEM NO. 1 The meeting was called to order by Sheriff Josh Frey.

ITEM NO. 2 The invocation was led by Commissioner Humphreys.

ITEM NO. 3 The pledge to the flag was led by Commissioner Wiles.

ITEM NO. 4 Roll Call

The following Commissioners were present: Patrick Burns, Dell Carter, Charles Elizondo, Rita Gean, Missy Hamilton, David Hayes, Kenneth Humphreys, Melissa McElroy, Paul Neal, Monte Starks, Jay Travis, Marty Visser, David Webb and Ralph Wiles.

ITEM NO. 5 Zoom call with Angela Humphreys, Co-Chair, Healthcare Private Equity- Bass, Berry & Sims PLC.

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

Commissioner Humphreys made a motion to approve Resolution 1-7R-24, for the proposal of the District DBA Henry County Medical Center to enter into an Operations Transfer Agreement with West Tennessee Healthcare Henry County. The motion was seconded by Commissioner Travis.

ITEM NO. 6

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK						X		
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
GEAN, RITA					X			
HAMILTON, MISSY						X		
HAYES, DAVID						X		
HUMPHREYS, KENNETH			X		X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAY				X	X			
VISSER, MARTY						X		
WEBB, DAVID					X			
WILES, RALPH						X		
TOTAL					9	5		

MOTION CARRIED

DATE : 7-29-24

RESOLUTION NO. 1-7R-24

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE, BOARD OF COMMISSIONERS FOR THE PROPOSAL OF THE DISTRICT DBA HENRY COUNTY MEDICAL CENTER TO ENTER INTO AN OPERATIONS TRANSFER AGREEMENT WITH WEST TENNESSEE HEALTHCARE HENRY COUNTY

The undersigned hereby certifies that the following resolutions were duly adopted by the Members of the County Commission (the "Commission") of Henry County, Tennessee (the "County") at a meeting duly held on July 29, 2024, pursuant to the laws of the State of Tennessee and the governing documents of the Commission:

WHEREAS, Chapter 176 of the Private Acts of 1953, as amended by Chapter 524 of the Private Acts of 1953, Chapter 95 of the Private Acts of 1985, Chapter 56 of the Private Acts of 1991, Chapter 157 of the Private Acts of 1994, Chapter 7 of the Private Acts of 2015, and Chapter 42 of the Private Acts of 2024, all adopted by the Tennessee General Assembly, created and govern the Henry County Hospital District (the "District");

WHEREAS, with the approval of the Commission and the Board of Trustees of the District, the District d/b/a Henry County Medical Center (the "Hospital") proposes to enter into an Operations Transfer Agreement dated as of July 31, 2024 (the "OTA") with West Tennessee Healthcare Henry County, a Tennessee nonprofit corporation ("WTHHC") and, for the limited purposes set forth therein, Jackson-Madison County General Hospital District d/b/a West Tennessee Healthcare, a Tennessee governmental entity ("WTH"), for the transfer of the operations of the Hospital to WTHHC on the terms and conditions set forth therein, as presented to the Commission, including the lease of the real property on which the Hospital and related operations are located pursuant to a Capital Lease Agreement (the "Lease") to be entered into by and among the District, WTHHC, and for the limited purposes set forth therein, the County and WTH, as presented to the Commission;

WHEREAS, the Board of Trustees of the District has previously approved the entry into the OTA by the District and, upon satisfaction of the conditions set forth therein, consummation of the transactions contemplated thereby, including but not limited to entry into the Lease by the District and the County, all further subject to approval by the Commission; and

WHEREAS, after discussion and debate, the Members of the Commission deem it to be advisable and in the best interests of the District and the County for the District to enter into the OTA and, subject to the satisfaction of the conditions set forth therein, for the District and the County to consummate the transactions contemplated thereby, including but not limited to entry into the Lease by the District and the County and performance of the obligations thereunder;

NOW THEREFORE, BE IT RESOLVED, that John R. Tucker, Chief Executive Officer of the Hospital ("CEO"), on behalf the District, hereby is authorized and empowered to execute and deliver the OTA in the name and on behalf of the District;

FURTHER RESOLVED, that the CEO, on behalf of the District, and such individual then serving as County Mayor ("Mayor"), on behalf of the County and for the limited purposes described therein, and upon satisfaction of the conditions set forth therein, hereby are authorized and empowered to consummate the transactions contemplated by the OTA and to perform the obligations of the District and the County,

respectively, set forth therein, including but not limited to executing and delivering the Lease and the other documents required for or contemplated by the OTA, and any other documents deemed necessary or convenient to the purposes of the transactions contemplated by the OTA

(collectively the "Transaction Documents") and performing the obligations thereunder, and each is hereby authorized and empowered to effectuate the actions contemplated above, on such terms and conditions as he determines to be necessary or appropriate; and to make, execute and deliver, in the name of and on behalf of the District and the County, as appropriate, the Transaction Documents and any and all other documents, agreements and instruments of any kind or nature whatsoever, as determined necessary or appropriate by either of them, and the execution and delivery of such Transaction Documents and other documents, agreements and instruments by either of them shall constitute conclusive evidence that the terms and conditions contained therein have been determined to be appropriate by the Board of Trustees of the District and the Commission; and

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the CEO or the Mayor to appropriately effect the actions authorized by the foregoing resolutions or otherwise in furtherance of the actions authorized by the foregoing resolutions hereby are adopted, ratified and confirmed in all respects.

IN WITNESS WHEREOF, the foregoing actions were approved as set forth above by the Members of the County Commission of Henry County, Tennessee on July 29, 2024.

BE IT FINALLY RESOLVED that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 7-29-24



CHARLES ELIZONDO
PRO TEMPORE CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 7-29-24



CHARLES ELIZONDO
PRO TEMPORE MAYOR

**RESOLUTIONS OF THE
BOARD OF TRUSTEES OF HENRY COUNTY HOSPITAL DISTRICT**

July 25, 2024

The undersigned hereby certifies that the following resolutions were duly adopted by the Board of Trustees (the "Board") of the Henry County Hospital District (the "District") at a meeting duly held on July 25, 2024, pursuant to the laws of the State of Tennessee and the governing documents of the District:

WHEREAS, Chapter 176 of the Private Acts of 1953, as amended by Chapter 524 of the Private Acts of 1953, Chapter 95 of the Private Acts of 1985, Chapter 56 of the Private Acts of 1991, Chapter 157 of the Private Acts of 1994, Chapter 7 of the Private Acts of 2015, and Chapter 42 of the Private Acts of 2024, all adopted by the Tennessee General Assembly, created and govern the District;

WHEREAS, with the approval of the Board and the Members of the County Commission (the "Commission") of Henry County, Tennessee (the "County"), the District d/b/a Henry County Medical Center (the "Hospital") proposes to enter into an Operations Transfer Agreement dated as of July 31, 2024 (the "OTA") with West Tennessee Healthcare Henry County, a Tennessee nonprofit corporation ("WTHHC") and, for the limited purposes set forth therein, Jackson-Madison County General Hospital District d/b/a West Tennessee Healthcare, a Tennessee governmental entity ("WTH"), for the transfer of the operations of the Hospital to WTHHC on the terms and conditions set forth therein, as presented to the Board, including the lease of the real property on which the Hospital and related operations are located pursuant to a Capital Lease Agreement (the "Lease") to be entered into by and among the District, WTHHC, and for the limited purposes set forth therein, the County and WTH, as presented to the Board;

WHEREAS, after discussion and debate, the Board deems it to be advisable and in the best interests of the District and the County for the District to enter into the OTA and, subject to the satisfaction of the conditions set forth therein, for the District and the County to consummate the transactions contemplated thereby, including but not limited to entry into the Lease by the District and the County and performance of the obligations thereunder, all further subject to approval by the Commission; and

WHEREAS, the foregoing transactions, as approved by the Board, shall be subject to approval by the Commission at a meeting duly called and set for July 29, 2024;

NOW THEREFORE, BE IT RESOLVED, that John R. Tucker, Chief Executive Officer of the Hospital ("CEO"), on behalf the District, hereby is authorized and empowered to execute and deliver the OTA in the name and on behalf of the District;

FURTHER RESOLVED, that the CEO, on behalf of the District, and such individual then serving as County Mayor ("Mayor"), on behalf of the County and for the limited purposes described therein, and upon satisfaction of the conditions set forth therein, hereby are authorized and empowered to consummate the transactions contemplated by the OTA and to perform the obligations of the District and the County, respectively, set forth therein, including but not limited to executing and delivering the Lease and the other documents required for or contemplated by the OTA, and any other documents

deemed necessary or convenient to the purposes of the transactions contemplated by the OTA (collectively the "Transaction Documents") and performing the obligations thereunder, and each is hereby authorized and empowered to effectuate the actions contemplated above, on such terms and conditions as he determines to be necessary or appropriate; and to make, execute and deliver, in the name of and on behalf of the District and the County, as appropriate, the Transaction Documents and any and all other documents, agreements and instruments of any kind or nature whatsoever, as determined necessary or appropriate by either of them, and the execution and delivery of such Transaction Documents and other documents, agreements and instruments by either of them shall constitute conclusive evidence that the terms and conditions contained therein have been determined to be appropriate by the Board and the Commission; and

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the CEO or the Mayor to appropriately effect the actions authorized by the foregoing resolutions or otherwise in furtherance of the actions authorized by the foregoing resolutions hereby are adopted, ratified and confirmed in all respects.

IN WITNESS WHEREOF, the foregoing actions were approved as set forth above by the Board on July 25, 2024, subject to further approval by the Commission.



Bruce Reed
Board Chair

RESOLUTION NO. 1-7R-24

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE, BOARD OF COMMISSIONERS FOR THE PROPOSAL OF THE DISTRICT DBA HENRY COUNTY MEDICAL CENTER TO ENTER INTO AN OPERATIONS TRANSFER AGREEMENT WITH WEST TENNESSEE HEALTHCARE HENRY COUNTY

The undersigned hereby certifies that the following resolutions were duly adopted by the Members of the County Commission (the "Commission") of Henry County, Tennessee (the "County") at a meeting duly held on July 29, 2024, pursuant to the laws of the State of Tennessee and the governing documents of the Commission:

WHEREAS, Chapter 176 of the Private Acts of 1953, as amended by Chapter 524 of the Private Acts of 1953, Chapter 95 of the Private Acts of 1985, Chapter 56 of the Private Acts of 1991, Chapter 157 of the Private Acts of 1994, Chapter 7 of the Private Acts of 2015, and Chapter 42 of the Private Acts of 2024, all adopted by the Tennessee General Assembly, created and govern the Henry County Hospital District (the "District");

WHEREAS, with the approval of the Commission and the Board of Trustees of the District, the District d/b/a Henry County Medical Center (the "Hospital") proposes to enter into an Operations Transfer Agreement dated as of July 31, 2024 (the "OTA") with West Tennessee Healthcare Henry County, a Tennessee nonprofit corporation ("WTHHC") and, for the limited purposes set forth therein, Jackson-Madison County General Hospital District d/b/a West Tennessee Healthcare, a Tennessee governmental entity ("WTH"), for the transfer of the operations of the Hospital to WTHHC on the terms and conditions set forth therein, as presented to the Commission, including the lease of the real property on which the Hospital and related operations are located pursuant to a Capital Lease Agreement (the "Lease") to be entered into by and among the District, WTHHC, and for the limited purposes set forth therein, the County and WTH, as presented to the Commission;

WHEREAS, the Board of Trustees of the District has previously approved the entry into the OTA by the District and, upon satisfaction of the conditions set forth therein, consummation of the transactions contemplated thereby, including but not limited to entry into the Lease by the District and the County, all further subject to approval by the Commission; and

WHEREAS, after discussion and debate, the Members of the Commission deem it to be advisable and in the best interests of the District and the County for the District to enter into the OTA and, subject to the satisfaction of the conditions set forth therein, for the District and the County to consummate the transactions contemplated thereby, including but not limited to entry into the Lease by the District and the County and performance of the obligations thereunder;

NOW THEREFORE, BE IT RESOLVED, that John R. Tucker, Chief Executive Officer of the Hospital ("CEO"), on behalf the District, hereby is authorized and empowered to execute and deliver the OTA in the name and on behalf of the District;

FURTHER RESOLVED, that the CEO, on behalf of the District, and such individual then serving as County Mayor (“Mayor”), on behalf of the County and for the limited purposes described therein, and upon satisfaction of the conditions set forth therein, hereby are authorized and empowered to consummate the transactions contemplated by the OTA and to perform the obligations of the District and the County, respectively, set forth therein, including but not limited to executing and delivering the Lease and the other documents required for or contemplated by the OTA, and any other documents deemed necessary or convenient to the purposes of the transactions contemplated by the OTA (collectively the “Transaction Documents”) and performing the obligations thereunder, and each is hereby authorized and empowered to effectuate the actions contemplated above, on such terms and conditions as he determines to be necessary or appropriate; and to make, execute and deliver, in the name of and on behalf of the District and the County, as appropriate, the Transaction Documents and any and all other documents, agreements and instruments of any kind or nature whatsoever, as determined necessary or appropriate by either of them, and the execution and delivery of such Transaction Documents and other documents, agreements and instruments by either of them shall constitute conclusive evidence that the terms and conditions contained therein have been determined to be appropriate by the Board of Trustees of the District and the Commission; and

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the CEO or the Mayor to appropriately effect the actions authorized by the foregoing resolutions or otherwise in furtherance of the actions authorized by the foregoing resolutions hereby are adopted, ratified and confirmed in all respects.

IN WITNESS WHEREOF, the foregoing actions were approved as set forth above by the Members of the County Commission of Henry County, Tennessee on July 29, 2024.

BE IT FINALLY RESOLVED that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED _____

CHARLES ELIZONDO
PRO TEMPORE CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED _____

CHARLES ELIZONDO
PRO TEMPORE MAYOR

OPERATIONS TRANSFER AGREEMENT

BY AND AMONG

HENRY COUNTY HOSPITAL DISTRICT,

(“Current Operator”)

WEST TENNESSEE HEALTHCARE HENRY COUNTY,

(“New Operator”)

and

JACKSON-MADISON COUNTY GENERAL HOSPITAL DISTRICT

(“WTH”)

JULY 31, 2024

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OPERATIONS TRANSFER AGREEMENT

THIS OPERATIONS TRANSFER AGREEMENT (“**Agreement**”) dated as of July 31, 2024 (the “**Effective Date**”) is by and among HENRY COUNTY HOSPITAL DISTRICT, a hospital district established by Private Act and doing business as HENRY COUNTY MEDICAL CENTER (“**HCMC**” or “**Current Operator**”); WEST TENNESSEE HEALTHCARE HENRY COUNTY, a Tennessee nonprofit corporation (“**New Operator**”); and for the limited purpose set forth in Section 12.22 hereof, JACKSON-MADISON COUNTY GENERAL HOSPITAL DISTRICT doing business as WEST TENNESSEE HEALTHCARE, a Tennessee governmental entity (“**WTH**”). The parties may be referred to herein individually as a “**Party**,” and collectively, as the “**Parties**.”

RECITALS

WHEREAS, HCMC is a hospital district established pursuant to the Tennessee Private Acts of 1953, Chapter 176, as subsequently amended (the “**Act**”); and

WHEREAS, HCMC owns and operates a hospital facility (the “**Hospital**”) and related business operations and assets located in Paris, Tennessee, but specifically excluding the Real Property and Excluded Services (collectively, the “**Business**”); and

WHEREAS, due to the financially distressed status of the Business, and to fulfill its commitment to serve the health care needs of the community within the Service Area, Current Operator desires to (i) convey the Business Property to New Operator for the sole purpose of providing healthcare services in the Service Area, and (ii) transfer all rights to operate and manage the Business to New Operator in accordance with the terms and conditions set forth herein (collectively, the “**Transaction**”); and

WHEREAS, in furtherance of the foregoing, Current Operator and WTH will enter into a long-term capital lease agreement substantially in the form of Exhibit A attached hereto (the “**Lease**”), pursuant to which Current Operator will lease the Real Property to WTH and WTH and/or its Affiliates will continue to provide healthcare services in the Service Area; and

WHEREAS, the Parties desire to enter into this Agreement to provide for the orderly transition of the Business operations from Current Operator to New Operator.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual obligations of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to incorporate the foregoing recitals as if fully rewritten in this Agreement and further agree as follows:

ARTICLE I
DEFINITIONS

1.1. **Definitions.** The following terms used in this Agreement shall, unless the context clearly indicates a different meaning, have the meanings set forth below, and the Parties shall be bound by the rights and obligations set forth in the following definitions:

“**Act**” has the meaning set forth in the Recitals.

“**Advisory Board**” has the meaning set forth in Section 3.8.

“**Affiliate**” means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person. For purposes of this definition, “control” when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“**Agreement**” has the meaning set forth in the Preamble.

“**Assignment Agreement**” has the meaning set forth in Section 8.3(b).

“**Assumed Contracts**” has the meaning set forth in Section 2.3.

“**Assumed Liabilities**” has the meaning set forth in Section 2.3.

“**Bill of Sale**” has the meaning set forth in Section 8.3(a).

“**Business**” has the meaning set forth in the Recitals.

“**Business Day**” means a day other than Saturday, Sunday, or any day on which the principal commercial banks in the State of Tennessee are authorized or obligated to close under the laws of the State of Tennessee.

“**Business Property**” has the meaning set forth in Section 2.1.

“**Capital Commitment**” has the meaning set forth in Section 3.7.

“**Capital Improvement Plan**” has the meaning set forth in Section 3.7.

“**Closing**” has the meaning set forth in Section 4.1.

“**Closing Date**” has the meaning set forth in Section 4.1.

“**Closing Deadline**” has the meaning set forth in Section 10.1(d).

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

“**COBRA**” has the meaning set forth in Section 3.1(e).

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

“**Contracts**” has the meaning set forth in Section 5.1(d).

“**Cost Reports**” has the meaning set forth in Section 3.3.

“**County**” means Henry County Tennessee, a political subdivision of the State of Tennessee.

“**Current Operator**” has the meaning set forth in the Preamble.

“**Current Operator’s Transaction Documents**” has the meaning set forth in Section 5.1(b).

“**Effective Date**” has the meaning set forth in the Preamble.

“**Effective Time**” has the meaning set forth in Section 4.1.

“**Employees**” has the meaning set forth in Section 3.1(a).

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“**Excluded Assets**” has the meaning set forth in Section 2.2.

“**Excluded Contracts**” has the meaning set forth in Section 2.2(g).

“**Excluded Liabilities**” has the meaning set forth in Section 2.4.

“**Excluded Medical Records**” means paper medical records, except to the extent required under Tennessee law for record retention.

“**Excluded Services**” means all assets and business operations and liabilities associated with Current Operator’s EMS program, and any governmental and proprietary operations of the County unrelated to the Business.

“**Financial Statements**” has the meaning set forth in Section 5.1(u).

“**GAAP**” means United States generally accepted accounting principles.

“**Governmental Authorities**” means the government of the United States or any foreign country or any state or political subdivision thereof and any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and other quasi-governmental entities established to perform such functions.

“**HCMC**” has the meaning set forth in the Preamble.

“**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time.

“**Hired Employee**” has the meaning set forth in Section 3.1(a).

“**Hospital**” has the meaning set forth in the Recitals.

“**Intellectual Property**” has the meaning set forth in Section 5.1(w).

“**Knowledge**” or “**knowledge**” of Current Operator means the actual knowledge after reasonable inquiry of the following individuals: John Tucker, CEO, Dirk Morgan, CFO, and Tammi St. John, Compliance Officer.

“**Lease**” has the meaning set forth in the Recitals.

“**License**” has the meaning set forth in Section 5.1(h).

“**Licensing and Certification Surveys**” has the meaning set forth in Section 3.4.

“**Losses**” means any damages, claims, costs, losses, liabilities, expenses or obligations (including reasonable attorneys’ fees and associated expenses) whether or not involving a third-party claim.

“**Material Adverse Effect**” means any event, circumstance, fact, state of facts, occurrence, result, change or effect that individually or in the aggregate has, or would reasonably be expected to have, a material adverse effect on the Business or any Business Property, taken as a whole, except to the extent such material adverse effect is the result of the following: (a) changes in the financial condition of the Business or change in economic, social or political conditions or the financing, banking, currency or capital markets in general; (b) changes in laws or changes in accounting requirements or principles or interpretations thereof by any Governmental Authority; (c) changes in economic, social or political conditions in the Service Area or changes in the healthcare industry generally; (d) the negotiation, execution, announcement, pendency or performance of this Agreement, the Lease, or the transactions contemplated by this Agreement, any communication by New Operator or any of its Affiliates of their plans or intentions (including in respect of Current Operator’s employees) with respect to the Business; (e) the consummation of the transactions in this Agreement or any actions by the Parties taken pursuant to this Agreement; (f) actions taken by Current Operator with the consent of, or at the request of, WTH or New Operator (including those actions required or permitted by this Agreement); (g) any acts of terrorism, sabotage, military action, armed hostilities or war (whether or not declared) or any escalation or worsening thereof, whether or not occurring or commenced before or after the date of this Agreement, or (h) natural disasters, acts of God, force majeure events, epidemics or pandemics.

“**Medicaid Billing Agreement**” has the meaning set forth in Section 3.2(a).

“**New Operator Licenses**” has the meaning set forth in Section 7.1.

“**New Operator**” has the meaning set forth in the Preamble.

“**New Operator Permitted Assignee**” has the meaning set forth in Section 12.11.

“**New Operator Transaction Documents**” has the meaning set forth in Section 6.1(b).

“**Payment Programs**” has the meaning set forth in Section 5.1(m).

“**Party**” or “**Parties**” has the meaning set forth in the Preamble.

“**Patients**” has the meaning set forth in Section 7.6.

“**Patient Records**” has the meaning set forth in Section 7.6.

“**Person**” means any natural person, corporation, general partnership, limited partnership, limited liability company, union, association, court, agency, government, tribunal, instrumentality, commission, arbitrator, board, bureau or other entity or authority.

“**Pre-Closing Access Period**” has the meaning set forth in Section 4.3.

“**Provider Agreement**” means each Medicare, Medicaid and other Payment Program provider reimbursement agreement for the Business.

“**PTO**” has the meaning set forth in Section 3.1(h).

“**Real Property**” shall have the meaning set forth in the Lease.

“**Reimbursable Transaction Costs**” has the meaning set forth in Section 12.2.

“**Service Area**” means Henry County, Tennessee.

“**SNF Proceeds**” means cash received by Current Operator from the prior sale of Current Operator’s nursing facility, assets and operations in 2024.

“**Sublease Agreement**” means a sublease agreement substantially in the form of Exhibit G attached hereto, pursuant to which New Operator will sublease a portion of the Leased Property (as defined in the Lease) to the County for the purpose of the County’s continued EMS operations thereon.

“**Survey Reports**” has the meaning set forth in Section 5.1(k).

“**Taxes**” means all taxes, charges, fees, duties, levies, or other assessments, including income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational, interest equalization, windfall profits, severance, employee income withholding, other withholding, unemployment and social security taxes, which are imposed by

any Government Authority and such term shall include any interest, penalties or additions to tax attributable thereto.

“**Tax Return**” means any report, claim for refund, return, or other information required to be supplied to a Governmental Authority in connection with any Taxes, including any schedule or attachment thereto and including any amendment thereof.

“**Transaction**” has the meaning set forth in the Recitals.

“**Transaction Documents**” has the meaning set forth in Section 6.1(b).

“**TDH**” means the Tennessee Department of Health.

“**Tie-In Notice**” has the meaning set forth in Section 3.2(b).

“**Unindemnified Losses**” means any Losses incurred or suffered by New Operator or its shareholders, trustees, officers, employees, agents or Affiliates, which Current Operator chooses not to pay in its sole discretion, resulting or arising from (a) the ownership, use or operation of the Business or the Business Property by Current Operator prior to the Effective Time, to the extent that such Losses are not Assumed Liabilities; (b) any breach or inaccuracy in any representation, warranty, covenant or agreement made by Current Operator in this Agreement; (c) the Excluded Liabilities or Excluded Assets; or (d) items specified in Schedule 11.2.

“**WARN Act**” has the meaning set forth in Section 3.1(f).

ARTICLE II

ASSETS, LIABILITIES, AND OTHER MATTERS

2.1 **Business Property**. Subject to the terms and conditions of this Agreement, at the Closing, Current Operator will transfer to New Operator all of Current Operator’s right, title and interest, if any, in any and all assets it owns or uses solely with respect to the Business, other than the Excluded Assets, including, but not limited to (collectively, the “**Business Property**”):

(a) all accounts receivable, cash and cash accounts, including the SNF Proceeds to the extent such SNF Proceeds have not been used by Current Operator to fund the ordinary course of Business operations, consistent with past practice, prior to Closing;

(b) all furniture, fixtures, equipment and other tangible personal property used in the operation of the Business;

(c) all inventory and supplies, in such amounts as customarily maintained by Current Operator in the ordinary course of the Business;

(d) patient records, reports, charts and test results of Business patients maintained on Current Operator’s electronic medical records system which are within the time frame required to be retained by state law;

(e) all information, files, books, records, data, plans, records, contracts and record knowledge related to the Business;

(f) to the extent transferable, all licenses, permits, provider numbers, and other intangible personal property necessary for the current operation of the Business;

(g) any rights to use any software or other proprietary databases currently used in the operations of the Business; and

(h) any other tangible property of any kind owned, licensed, leased or otherwise utilized by Current Operator in the Business.

2.2 **Excluded Assets.** Notwithstanding the foregoing, the Business Property shall not include any of the following (collectively, the “**Excluded Assets**”):

(a) corporate minute books, membership transfer records, insurance policies, Tax records, accounting and financial records unrelated to the Business;

(b) Excluded Medical Records;

(c) all rights under any employee benefit, profit sharing, pension or similar plan of Current Operator;

(d) owned real property, including the Real Property;

(e) all assets related to the Excluded Services; and

(f) any Contracts (the “**Excluded Contracts**”) and other assets set forth on Schedule 2.2 attached hereto and incorporated herein.

2.3 **Assumed Liabilities.** In connection with the transfer of the Business Property and transition of the Business to New Operator, New Operator agrees to assume, as of the Effective Time, the following liabilities (the “**Assumed Liabilities**”):

(a) accounts payable arising in the ordinary course of Business operations accruing prior to the Effective Time, but excluding payables that are inconsistent with the representations, warranties and covenants herein;

(b) PTO;

(c) all obligations arising from the operation of the Business from and after the Effective Time;

(d) all obligations accruing from and after the Effective Time with respect to Contracts that are identified on Schedule 2.3 (the “**Assumed Contracts**”) and that do not arise as a result of any failure to perform by Current Operator prior to the Effective Time; and

(e) all obligations related to the use of the Business Property from and after the Effective Time.

2.4 **Excluded Liabilities.** Except for the Assumed Liabilities, and notwithstanding anything to the contrary set forth herein, New Operator shall not assume or otherwise be responsible for, and none of the Business Property will be or become liable for or subject to any liability, indebtedness, commitment, or obligation of the Current Operator, whether known or unknown, fixed or contingent, recorded or unrecorded, currently existing or hereafter arising (collectively, the “**Excluded Liabilities**”), including, without limitation, the following:

- (a) pension and employee benefit plan or retirement plan liability;
- (b) debt service, including, but not limited to, all taxable and tax-exempt bonds, notes and other credit facilities;
- (c) litigation, liability claims, settlements, defense costs and costs of governmental investigations for events arising prior to the Effective Time;
- (d) all expenses arising from the negotiation and consummation of the Transaction by or on behalf of Current Operator, except as otherwise provided in Section 12.2;
- (e) liability attributed to the Excluded Assets;
- (f) liabilities arising prior to the Effective Time for Assumed Contracts (other than accounts payable included in the Assumed Liabilities); and
- (g) any other obligations or liabilities arising in whole or in part from Current Operator’s acts or omissions prior to the Effective Time.

ARTICLE III **OTHER AGREEMENTS OF THE PARTIES**

3.1. **Employees.**

(a) On or before the Closing, New Operator shall offer employment as of the Effective Time on an at-will basis (except for providers with written agreements included in the Assumed Contracts), to all of Current Operator’s employees who are employed in the Business (collectively, the “**Employees**”) as of the Closing, subject to satisfaction by such Employees of New Operator’s personnel screening processes and human resources policies then in effect. New Operator will use reasonable efforts to avoid workforce reductions for the Hired Employees, endeavoring to crosswalk titles, positions and compensation with WTH’s existing employees and offering alternate positions within WTH if available in the event a position is eliminated or consolidated with respect to the Hired Employees. Prior to the Effective Date, Current Operator shall provide New Operator with reasonable access to Employee personnel files and governing policies and procedures, subject to applicable law. Each Employee who elects to accept employment with New Operator shall be referred to as a “**Hired Employee.**” Any such offer of employment by New Operator shall be to perform comparable services, in such position as is

comparable to the position such Hired Employee held with Current Operator as of the Closing. Current Operator will terminate the employment of each of the Employees as of the Closing.

(b) New Operator intends for compensation and benefits outside the pension for the Hired Employees to remain unchanged until such a time after the Closing Date when WTH's pay scale and benefits would apply. However, due to the financially distressed status of the Business, New Operator has the right to make adjustments to compensation and benefits at any time after the Closing Date based on market pay scales, staffing models, and the financial viability of continued Business operations. New Operator will use reasonable efforts to preserve existing compensation models, titles, and duties when feasible to minimize disruption with the Hired Employees.

(c) Current Operator shall pay to each Employee, on that date which, but for the Closing, would have been the next regularly scheduled payroll date for such Employee following the Closing, an amount equal to any and all accrued salary earned by such Employee as of the Closing, as well as all accrued benefits required to be paid to such Employee upon termination pursuant to Tennessee law or Current Operator's policies and procedures.

(d) Nothing in this Agreement shall create any rights in favor of any Person not a Party hereto, including the Employees, or constitute an employment agreement or condition of employment for any employee of Current Operator or any Affiliate of Current Operator.

(e) Current Operator shall make available group health plan continuation coverage pursuant to the requirements of Section 601, et seq. of ERISA and Section 498B of the Code, as amended ("**COBRA**"), to all of the Employees to whom it is required to offer the same under applicable law. Current Operator acknowledges and agrees that New Operator is not assuming any of Current Operator's obligations to its Employees and/or qualified beneficiaries under COBRA or otherwise. As of the Closing, all active Employees: (i) who participate as of the Closing in group health insurance coverage sponsored by Current Operator and (ii) who become Hired Employees, shall be eligible for participation in a group health plan (as defined for purposes of Code Section 4980B) which shall be established and maintained by New Operator for the general benefit of its employees and their dependents, and all such Hired Employees shall, if permissible under the plan of New Operator, be covered without a waiting period unless they are under a waiting period with Current Operator at the Closing, in which case they shall be required to complete their waiting period while under New Operator's group health plan or in accordance with the terms of New Operator's benefit plan. Current Operator and New Operator acknowledge and agree that it is the intent of this provision that Current Operator shall not be required to provide continued health coverage under ERISA or Section 4980 of the Code to any of the Hired Employees or to any qualified beneficiary (as defined for purposes of Section 4980B of the Code) of any such Hired Employee.

(f) The Parties acknowledge and agree that the provisions of this Section 3.1 are designed, in part, to ensure that Current Operator are not required to give notice to Employees of the "closure" of any Business facility under the Worker Adjustment and Retraining Notification Act (the "**WARN Act**") or any other comparable state law. Notwithstanding the foregoing, nothing herein shall be construed as imposing any liability obligations on New Operator with respect to any Losses that Current Operator may incur under the WARN Act as a result of the acts

or omissions of Current Operator prior to the Closing, it being understood and agreed that New Operator shall only be liable for its own acts and omissions after the Closing.

(g) Current Operator shall be responsible for Losses which New Operator may incur under COBRA or any comparable state law in the event of the violation by Current Operator of their obligations under subsection 3.1(e).

(h) New Operator will assume any and all accrued paid leave, as accrued under the terms of the Current Operator's employee handbooks for the Hired Employees (collectively, the "PTO"), as of the Effective Time. New Operator will honor years of service with respect to PTO accrual. New Operator shall not be liable for and Current Operator shall retain all liabilities and obligations with regard to the Employees (other than Hired Employees accruing after the Effective Time).

3.2. Provider Agreements.

(a) To the extent transferable, Current Operator's rights and interests in and to its Provider Agreements shall be assigned to New Operator at the Closing, provided that if any payments are required to cure or satisfy any overpayments or defaults (including, but not limited to, any refunds, repayments or unpaid civil money penalties due to the Payment Programs) arising under the Provider Agreements for periods prior to the Effective Time, Current Operator shall, at or before Closing, pay such sums (if any) as shall be required to cure or satisfy any such defaults or overpayments and shall remain solely liable for any such sums not paid in full by Closing. New Operator shall be permitted to use Current Operator's Medicaid provider number for the Business pursuant to mutually agreeable terms of the Medicaid Billing Agreement substantially in the form of Exhibit B (the "**Medicaid Billing Agreement**").

(b) From the Closing to such date as CMS issues a tie-in notice to New Operator with respect to the operation of the Business (the "**Tie-In Notice**"), Current Operator hereby grants to New Operator the right, if New Operator elects to submit claims, reports, documents and other information to CMS using Current Operator's Medicare provider agreements and corresponding Medicare billing numbers (including any other provider specific or provider identification information required for billing) for services provided to patients in connection with the operation of the Business during such period, as necessary to receive payment for such services. Any and all liability or revenue related to New Operator's post-Closing operation of the Business, use of the Provider Agreements, claims and submissions shall remain the sole and exclusive obligation, risk responsibility and entitlement of New Operator.

(c) Except to the extent included in the Assumed Liabilities, Current Operator shall be responsible for retaining all liability, revenue, obligations, responsibility and entitlements related to the Provider Agreements by Current Operator prior to the Effective Time, including, but not limited to, any overpayments made to Current Operator under Current Operator's Provider Agreements or post-Closing rate adjustments for pre-Closing revenue resulting from the operation of the Business prior to the Effective Time.

3.3. Cost Reports. Current Operator shall timely prepare and file with the appropriate Medicare and Medicaid agencies any final cost reports with respect to the operation of the Business (the "**Cost Reports**") that are required to be filed by law under the terms of the Medicare and

Medicaid Programs; provided, however, that Current Operator shall not file its final Cost Reports until New Operator receives its Tie-In Notice(s). New Operator shall reasonably cooperate with and provide assistance to Current Operator with respect to such Cost Reports, including but not limited to making Hired Employees available to assist Current Operator in the preparation of such Cost Reports. Current Operator shall provide New Operator with copies of such Cost Reports, together with copies of any amendments thereto, within fifteen (15) Business Days of any such filing.

3.4. **Surveys.** Current Operator shall be responsible for and shall bear all costs and expenses incurred in connection with any reports, statements of deficiencies, plans of correction, and audits (collectively, “**Licensing and Certification Surveys**”) conducted prior to the Closing, including implementing any plans of corrections relating to such Licensing and Certification Surveys, with respect to the Business. New Operator shall be responsible for and shall bear all costs and expenses incurred in connection with any Licensing and Certification Surveys conducted following the Closing.

3.5. **Access to Records.** The Parties acknowledge and agree that, subsequent to the Closing, New Operator and Current Operator may each need access to information, documents or computer data in the control or possession of the other, and Current Operator may need access to the Business Property for the purpose of concluding the Transaction and for audits, investigations, compliance with governmental requirements, regulations and requests, and the prosecution or defense of third party claims. Accordingly, New Operator agrees that it will make available to Current Operator and their agents, independent auditors and Governmental Authorities such documents and information as may be available to New Operator relating to the Business Property and the Business in respect of periods prior to the Effective Time and will permit Current Operator to make copies of such documents and information, at Current Operator’s sole cost and expense. Current Operator agrees that it will make available to New Operator and its agents, independent auditors and Governmental Authorities such documents and information as may be available to Current Operator relating to the Business Property and the Business in respect of periods prior to the Effective Time and will permit New Operator to make copies of such documents and information, at New Operator’s sole cost and expense.

3.6. **Branding.** At Closing, the Business will be branded as a subsidiary entity of WTH, and employed providers will be part of West Tennessee Medical Group. Branding of the Business will be standardized with WTH branding over time, and the Business will be renamed as “West Tennessee Healthcare Henry County.”

3.7. **Capital Commitments.** During the five (5) year period immediately following the Closing Date, New Operator hereby commits to making capital expenditures with respect to the Business and other services in the Service Area of at least Ten Million Dollars (\$10,000,000.00) (the “**Capital Commitment**”). Qualifying capital expenditures for purposes of the Capital Commitment will broadly include all expenses for property, plant, equipment, information technology and related development and implementation costs, development and start-up costs for new service lines or business units, and other capital recognized under GAAP. As part of the Capital Commitment, New Operator will develop and implement an operating plan (the “**Capital Improvement Plan**”) to support continued reinvestment in the physical plant and technology for the Real Property and the Business within a reasonable time after the Effective Date. The Capital Improvement Plan will include investment funding to align the Business’s information technology

platform with WTH's other operations, reducing overhead costs and improving efficiency. Such technological investment will include, but not be limited to, (i) electronic medical records system and revenue cycle (EPIC), (ii) human resources and payroll (Workday), (iii) enterprise resource planning (Premier/Axiom), and (iv) quality (EPIC/Axiom). New Operator will maintain records and provide a periodic accounting, but in any event no less frequently than annually, to Current Operator regarding capital expenditures made pursuant to this Section 3.7.

3.8. **Hospital Advisory Board.** Promptly following the Closing, New Operator will establish an advisory board (the "**Advisory Board**"). The Advisory Board members will be comprised of local community leaders appointed by New Operator, with input from the Hospital CEO, the County mayor, and Chair of the Board of Trustees of Current Operator. The New Operator board will delegate authority and responsibility to the Advisory Board as outlined in the Bylaws of New Operator. The Advisory Board will consult with Hospital leadership on operating plans and results and provide New Operator and Hospital leadership with community input regarding the Business.

3.9. **Services Commitment.** New Operator will provide healthcare services in the Service Area for forty (40) years from the effective date of the Lease. For a period of at least ten (10) years after the Closing Date, New Operator will maintain and provide inpatient beds, surgical services, imaging services, outpatient physician services, and emergency department services within the Service Area, provided that such services are financially viable, supported by the community, and necessary physician coverage is reasonably available for such services.

3.10. **Supplement to Disclosure Schedules; Contracts.**

(a) Prior to the Closing, the Parties may supplement and/or amend the disclosure schedules attached hereto with respect to any matter hereafter arising or of which it becomes aware after the date hereof and to ensure that Assumed Contracts do not include those contracts (i) for which a required consent to assignment has been withheld, or (ii) that do not comply with applicable laws or regulations. The Parties acknowledge and agree that Schedule 2.2 (Excluded Contracts) and Schedule 2.3 (Assumed Contracts) were prepared by New Operator based on contracts provided by Current Operator and reviewed by New Operator prior to the Effective Date. New Operator intends to assume any Business Contracts subsequently provided to New Operator by Current Operator, which Contracts will be identified in a supplement to Schedule 2.3, except those Contracts (A) for which a required consent to assignment has been withheld or not obtained, (B) that do not comply with applicable laws or regulations, and (C) that overlap with WTH system-wide agreements, which contracts will be identified in a supplement to Schedule 2.2.

(b) In the event consent to the assignment of a Contract that otherwise would constitute an Assumed Contract has not been obtained, to the extent permissible under applicable law, the Parties will (i) reasonably cooperate in an arrangement for the continuation of performance under such Contract, or (ii) New Operator will use reasonable efforts to enter into a new arrangement with the vendor to effectuate or supersede such Contract.

3.11. **Continued Existence of Current Operator.** Current Operator covenants and agrees that Current Operator shall remain active and in legal existence throughout the term of the

Lease and until all rights that may be exercised by the Current Operator as “Lessee” with the Lease have been exhausted. The covenants and agreements within this paragraph shall survive Closing.

ARTICLE IV **CLOSING AND BUSINESS ACCESS**

4.1 **Time and Place of Closing.** The consummation of the Transaction (“**Closing**”) shall take place on October 1, 2024, or such earlier time and date as the Parties may agree in writing (the “**Closing Date**”). Time is of the essence for the Closing. The Closing shall be effective as of 12:01 AM, Central Time, on the Closing Date (the “**Effective Time**”). At the Closing, each Party shall execute and deliver to the other Parties all Transaction Documents required to be executed and delivered by such Party as a condition to Closing of the other Parties pursuant to Article VIII and Article IX. The Parties agree to have ongoing good faith discussions regarding the status of the conditions precedent to Closing and the feasibility of effectuating the Closing by October 1, 2024.

4.2 **Consideration.** The mutual promises and covenants of the Parties hereunder shall constitute full and complete consideration for the Transaction, the receipt and sufficiency of which is hereby acknowledged by each Party as of the Closing.

4.3 **Business Access.** From and after the Effective Date through the Closing (the “**Pre-Closing Access Period**”), New Operator shall have reasonable ongoing access to the Hospital and other Business facilities and their representatives as follows:

(a) At any time between the Effective Date and the end of the Pre-Closing Access Period, upon reasonable coordination with Current Operator and subject to applicable law and Current Operator’s health, safety and operating policies, upon no less than forty-eight (48) hours prior written notice to Current Operator, New Operator and its agents, employees and contractors may enter the Business premises during reasonable business hours on Business Days, at times acceptable to Current Operator, at New Operator’s sole cost and expense.

(b) Additionally, New Operator may contact Current Operator’s representatives designated by Current Operator in connection with the transition of the Business pursuant to this Agreement. Current Operator hereby agrees to be reasonably available for such purpose during regular business hours on Business Days, but only upon reasonable advance notice from New Operator. New Operator agrees that in connection with its access or contact with such representatives, New Operator shall maintain the confidentiality of the patients and shall not unreasonably disrupt or interfere with the operations of the Business, and shall restore the Business facilities to the same condition as they were in prior to such investigation, at New Operator’s sole cost and expense.

(c) New Operator shall be entitled to meet with all Employees at least thirty (30) days prior to the Closing Date for purposes of fulfilling its obligations under Section 3.1.

ARTICLE V **CURRENT OPERATOR’S REPRESENTATIONS AND WARRANTIES**

5.1. **Current Operator's Representations and Warranties.** Except as expressly set forth in this Agreement or Current Operator's Transaction Documents, Current Operator makes no representations, warranties, or covenants whatsoever with respect to any matter, thing or event. Current Operator represents and warrants to New Operator as follows:

(a) **Organization and Standing of Current Operator.** Current Operator is duly organized, validly existing and in good standing under the laws of the State of Tennessee. Current Operator has the power and authority to own the Business Property and to conduct the Business. Current Operator has good title to or a valid leasehold interest in or right to use the Business Property.

(b) **Authority.** Current Operator has full power and authority to make, execute, deliver and perform this Agreement, including the schedules, exhibits, and the other instruments and documents required or contemplated hereby and to which it is a party ("**Current Operator's Transaction Documents**"). Such execution, delivery, performance and consummation have been duly authorized by all necessary action on the part of Current Operator.

(c) **Binding Effect.** The Current Operator's Transaction Documents, when executed by Current Operator, shall constitute the valid and binding obligations of Current Operator, enforceable against Current Operator in accordance with their respective terms.

(d) **Contracts.** Schedule 5.1(d) contains a true and current schedule identifying all written contracts and vendor arrangements related to the Business (the "**Contracts**"). Complete copies of the Contracts have been provided by Current Operator to New Operator. Except as set forth on Schedule 5.1(d), Current Operator has not entered into any oral obligations with respect to the Business Property. The Contracts include all of the agreements entered into by Current Operator with respect to the Business and the Business Property. Each of the Contracts is valid, in full force and effect and enforceable in accordance with its terms. At Closing, New Operator will have no further obligations to Current Operator with respect to the Contracts that are not Assumed Contracts.

(e) **Health Care Matters.** Except as set forth on Schedule 5.1(e) attached hereto, there is no material litigation, claim, proceeding or investigation currently pending against Current Operator with respect to the Business for any violation or alleged violation of, and Current Operator has not received written notice of any threat of any suit, action, claim, dispute, investigation, agency review or other proceeding pursuant to or involving, (i) the False Claims Act, 31 U.S.C. §§3729 et seq., (ii) the Civil Monetary Penalties Law, 42 U.S.C. §1320a-7a, (iii) federal or state anti-kickback statutes, including but not limited to 42 U.S.C. 1320a-7b, (iv) federal or state referral laws, including but not limited to 42 U.S.C. §1395nn; (v) regulations promulgated pursuant to any of the foregoing statutes, or (vi) any other federal or state law or regulation of general applicability to health care fraud, governing or regulating the management of health care providers, or governing or regulating medical billing or reimbursement, including all applicable Medicare and Medicaid statutes and regulations. To the knowledge of Current Operator, Current Operator has complied in all material respects with all applicable security and privacy standards regarding protected health information under HIPAA and its implementing regulations, and all applicable state privacy and security laws.

(f) Claims. Current Operator is not subject to any material claims from Governmental Authorities arising out of the operation of the Business and Current Operator has not been subject to any claims arising out of the operation of the Business that were not successfully resolved and has no further obligations with respect thereto. Other than standard or complaint survey statements of deficiency that have been corrected, Current Operator has not received notice of violation at a level that under applicable law requires the immediate or accelerated filing of a plan of correction, no statement of charges or deficiencies has been made or penalty enforcement action has been undertaken against the Business or Current Operator, or against any officer or director of Current Operator by any Governmental Authority during the last five (5) calendar years, and there have been no violations over the past five (5) years which have threatened Current Operator's certificate for participation in Medicaid, Medicare, or any other federal payor program (including but not limited to Medicare, Medicaid and TRICARE).

(g) Medical Staff Matters. Current Operator has provided to New Operator true, correct and complete copies of the bylaws and rules and regulations of the medical staff of the Hospital, as well as a list of all current members of the medical staff as of the Effective Date. Except as set forth on Schedule 5.1(g), (i) there are no adverse actions with respect to any medical staff members of the Hospital or any applicant thereto for which a medical staff member of applicant has requested a judicial review hearing which is not privileged and has not been scheduled or has been scheduled but has not been completed; (ii) there are no pending or threatened disputes with applicants, staff members or health professional affiliates; and (iii) all appeal periods in respect of any medical staff member or applicant against whom an adverse action has been taken have expired without any appeal having been made.

(h) Licenses. The Business is duly licensed pursuant to applicable law. Current Operator currently hold all licenses, registrations, permits, accreditations and approvals required for the operations of the Business in compliance with all applicable laws (each, a "License"). Schedule 5.1(h) sets forth a true and complete list of each License, including the owner thereof and date of expiration, and identifying any Licenses that are non-transferable. All Licenses are valid and in full force and effect without restriction or condition, and are not subject to any pending or threatened proceeding to revoke, cancel, suspend or declare such License invalid in any respect. No receiver, trustee, or conservator has been named by any Governmental Authority with regard to the Business, and there is no material default under any License.

(i) Taxes. Except as disclosed in Schedule 5.1(i) attached hereto, (i) all Tax Returns required to be filed by Current Operator in connection with the operation of the Business have been accurately prepared and duly and timely filed; (ii) all Taxes (whether or not reflected on such returns) with respect to the Business have been paid in full; and (iii) Current Operator is not delinquent in the payment of any Tax, assessment or governmental charge in connection with the Business and has no Tax deficiency or claim outstanding or assessed against it in connection with the Business. Current Operator is not currently beneficiaries of any extension of time with which to file any Tax Return or pay any Tax. None of the Business Property constitutes tax-exempt bond financed property or tax-exempt use property within the meaning of Section 168 of the Code, and none of the Business Property is subject to a lease, safe harbor lease or other arrangement as a result of which Current Operator would not be treated as the owner for Federal income tax purposes. None of the Business Property is subject to any liens in respect of Taxes.

(j) Liens. Except as set forth in Schedule 5.1(j), no labor has been performed or material furnished for the Business for or on behalf of Current Operator, in any material amounts, for which Current Operator has not heretofore fully paid, or for which any mechanics' or materialman's' lien or liens, or any other lien, can be lawfully claimed by any Person. At the Closing, Current Operator shall not be indebted in any material amount to any contractor, laborer, mechanic, materialman, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Business for which any such Person could lawfully claim a lien against the Business.

(k) Survey Reports. True and complete copies of all survey reports, waivers of deficiencies, plans of correction and any other investigation reports issued with respect to the Business since January 1, 2021 (collectively, the "Survey Reports") have been provided to New Operator, and any Survey Reports filed, arising, or involving the Business between the Effective Date and the Closing shall be provided to New Operator within [ten (10)] days of receipt thereof. Current Operator has provided to New Operator copies of (i) all licensure renewal applications filed within the past twelve (12) months with TDH; (ii) all of the reports and forms filed with TDH, TennCare Medicaid, Medicare (and its carriers), and other Payment Programs since January 1, 2021, any pending payment appeals with respect to the Business since January 1, 2021, all calculations of rates of payment received with respect to the Business from Payment Programs since January 1, 2021, and all notices, calculations and other information with respect to all recoupment claims with respect to the Business, whether or not yet been fully repaid to the payment program asserting the claim, and all correspondence concerning the above; (iii) all documents and correspondence received and sent pertaining to New Operator with respect to the Business concerning audits, investigations, statements of deficiencies, plans of correction, and any other investigation notices, warnings, waivers, related correspondence or reports filed and probes conducted by CHIA, Medicaid and other payment programs since January 1, 2021, and (iv) all of the inspection reports made by and responses to TDH, TennCare Medicaid or any other federal, state or local agency concerning the Business since January 1, 2021. All Medicaid, Medicare and other Payment Program forms and filings, all inspection reports, and other similar reports, and documents made available to and/or provided to New Operator are true, accurate and complete in all material respects. Except as set forth on Schedule 5.1(k), Current Operator has timely filed with the appropriate Governmental Authorities all material forms and reports required to be filed by it and such forms and reports are true, accurate and complete in all material respects.

(l) Compliance With Laws. Except as set forth on Schedule 5.1(l), Current Operator has (i) complied in all material respects with, and is not in material violation of, any law, ordinance or governmental or regulatory rules or regulations, whether federal, state or local, to which Current Operator or the Business Property are subject; (ii) is not in violation in any material respect of, under any material noncompliance with, or enforcement action under, any applicable law, statute, order, rule, regulation, agency agreement, judgment, decree, penalty or fine entered by any federal, state or local court or Governmental Authority relating to the Business Property; and (iii) has no knowledge of any facts which, if known by a potential claimant or Governmental Authority, would give rise to a claim or proceeding to which the Business Property would be subject.

(m) Payment Programs. All payment programs with Governmental Authorities in which Current Operator participates for the Business are listed on Schedule 5.1(m) (collectively, the "**Payment Programs**"). Except as set forth on Schedule 5.1(m), Current Operator is a

participating provider, in good standing, in compliance with the conditions of participation of the Payment Programs in which it participates with valid and current provider agreements. Except as identified on Schedule 5.1(m), each such provider agreement may not be transferred to New Operator without consent of the counterparty. Except as set forth on Schedule 5.1(m), there is no pending or to Current Operator's knowledge, threatened investigation, or civil, administrative proceeding relating to participation in any Payment Program nor have any such proceedings been concluded since January 1, 2021, that are material to the Business either individually or in the aggregate. Except as set forth on Schedule 5.1(m), since January 1, 2021, no Payment Program has requested or threatened any recoupment, refund, or set-off from Current Operator or the Business other than immaterial amounts in the ordinary course of business and, to Current Operator's knowledge, there is no reasonable basis therefor. Except as set forth on Schedule 5.1(m), since January 1, 2021, no Payment Program has imposed a material fine, penalty or other sanction on Current Operator with respect to the Business. Neither Current Operator nor, to Current Operator's knowledge, any employee of Current Operator, has been excluded from participation in any Payment Program. Current Operator has not hired or contracted with any Person who is listed as "excluded" on the United States Office of the Inspector General (OIG) or the General Services Administration (GSA) websites. To Current Operator's knowledge, Current Operator has not submitted to any Payment Program any false or fraudulent claim for payment, nor has Current Operator at any time violated any condition for participation, or any rule, regulation, policy or standard of, any Payment Program, the violation of which would be materially adverse to Current Operator or the Business. To Current Operator's knowledge, all billing practices of Current Operator with respect to the Business have been in compliance in all material respects with all applicable laws and policies of each Payment Programs. Current Operator has not received notice or communication that Current Operator has billed or received any payment or reimbursement in excess of amounts permitted by applicable law, except to the extent cured or corrected and all penalties or interest discharged in connection with such cure or correction or immaterial amounts in the ordinary course of business, and there is no reasonable basis for such a claim that has not been so resolved. Except as set forth on Schedule 5.1(m), screening and care at the Business facilities has been conducted or rendered in compliance in all material respects with the applicable screening and care criteria of the applicable Payment Program.

(n) Employees. Schedule 5.1(n) contains a true and complete list of all Employees as of the Effective Date, including the following for each Employee: (i) name, (ii) position, (iii) rates of pay, (iv) original hire date, (v) full/part time status, (vi) whether they are on medical disability or leave of absence, and (vii) amount of accrued PTO. "Employee" shall include, but not be limited to, any employees who are on medical disability or leaves of absence and who worked for the Business immediately prior to such disability or leave who are able to perform the essential functions of the position with or without reasonable accommodation, and who are qualified for the position. Current Operator is in compliance in all material respects with all laws relating to employment practices or the workplace, including, without limitation, provisions relating to wages, hours, worker classification (including the proper classification of independent contractors and consultants), collective bargaining, safety and health, work authorization, equal employment opportunity, immigration and the withholding of income Taxes, unemployment compensation, worker's compensation, employee privacy and right to know and social security contributions. Except as disclosed on Schedule 5.1(n), there are no unresolved labor controversies (including unresolved grievances and age or other discrimination claims), if any, between Current Operator and any Person employed by or providing services to Current Operator. Except as disclosed on Schedule 5.1(n), Current Operator is not a party to (i) any

material employment agreement or similar arrangement, other than written agreements or arrangements that may be terminated at any time upon no more than ninety (90) days' notice without penalty or (ii) any material employment agreement that causes an employee to be other than an "at will" employee. To Current Operator's knowledge, no current employee of Current Operator has made any written threat, or otherwise revealed in writing an intent, to terminate such employee's relationship with such Current Operator for any reason, including because of the consummation of the Transaction. Except as described in Schedule 5.1(n), Current Operator is not a party to any agreement for the provision of labor from any outside agency.

(o) Governmental Authority. With respect to the Business, except as described in Schedule 5.1(o), Current Operator is not (i) a party to, involved in, subject to an order by a Governmental Authority arising out of or, threatened by, any labor or employee dispute or unfair labor practice charge or equal employment complaint or (ii) a party to or negotiating any collective bargaining agreement or other labor contract. Current Operator has not experienced any work stoppage by reason of employee action during the last three (3) years and, to Current Operator's knowledge, there are no threatened or pending labor disputes or union organizing activities related to the Business.

(p) Proprietary Rights. To Current Operator's knowledge, except as described in Schedule 5.1(p), no officer or director of Current Operator is a party to, or is otherwise bound by, any agreement or arrangement, including any confidentiality, non-competition or proprietary rights agreement, between such director or officer including any proprietary rights agreement with such Current Operator by such employee, director or officer that in any way adversely affects or will affect the ability of Current Operator to operate the Business.

(q) Employee Benefit Plans. Except as set forth on Schedule 5.1(q), Current Operator is not party to, does not participate in, has not participated in nor has any liability or contingent liability with respect to: (i) any "employee welfare benefit plan" or "employee pension benefit plan" or "multiemployer plan" as those terms are respectively defined in sections 3(1), 3(2) and 3(37) of the ERISA; or (ii) any retirement or deferred compensation plan, incentive compensation plan, stock plan, unemployment compensation plan, vacation pay, severance pay, bonus or benefit arrangement, insurance or hospitalization program or any other fringe benefit arrangements for any current or former employee, director, consultant or agent, whether pursuant to contract, arrangement, custom or informal understanding, written or unwritten, which does not constitute an "employee benefit plan" (as defined in section 3(3) of ERISA).

(r) Litigation. Except as set forth in Schedule 5.1(r), there are no charges, litigation, investigations or other proceedings pending or to the knowledge of Current Operator, threatened against, or relating to, the Business as of the Effective Date, subject to Current Operator's right to provide an updated Schedule 5.1(r) within ten (10) days of receipt of such notice. During the period between the Effective Date and the Closing, Current Operator shall promptly notify New Operator of any changes in Schedule 5.1(r).

(s) Employment Loss. Except as set forth on Schedule 5.1(s) hereto, Current Operator has not affected (i) a "plant closing" as defined in the WARN Act affecting the Business, or (ii) a "mass layoff" (as defined in the WARN Act) affecting the Business; nor have Current Operator been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state or local law. Except as set forth on

Schedule 5.1(s) hereto, none of the employees of Current Operator has suffered an “employment loss” as defined in the WARN Act, subject to Current Operator’s right to provide an updated Schedule 5.1(s) within ten (10) days of receipt of such notice.

(t) PTO. Schedule 5.1(n) sets forth a true and current accounting of all accrued benefits as set forth in the applicable employee handbooks earned by each Employee as of the Effective Date.

(u) Financial Statements. Current Operator has provided to New Operator the following unaudited statements of income related to the Business: (i) income statements as of the twelve (12) months ending December 31, 2023, and (ii) income statements as of the six (6) months ending June 30, 2024 (collectively, the “**Financial Statements**”). The Financial Statements fairly present in all materials respects the financial position and results of operations of the Business as of the times and for the periods referred to therein, except for the absence of footnotes and year-end accruals in the case of the Financial Statements that do not represent a full calendar year.

(v) Insurance. Schedule 5.1(v) is an accurate listing of the current insurance policies maintained by Current Operator covering the ownership and operation of the Business and the Business Property, which schedule reflects the policy numbers, identity of insurers, amounts, coverage and period. All such policies are in full force and effect with no premium arrearage. Except as set forth on Schedule 5.1(v), Current Operator has not (i) received any written notice of denial of coverage of any claim, (ii) received any written notice of other communication from any such insurance company canceling or materially amending any of such policies, and no such cancellation or amendment is threatened or (iii) failed to give any written notice or present any known claim which is still outstanding under any of such policies with respect to the Business or any of the Business Property while owned by Current Operator. Current Operator will be responsible for all claims arising from events that occurred in the operation of the Business prior to the Closing and shall maintain insurance or self-insurance to cover such claims.

(w) Intellectual Property. Schedule 5.1(w) sets forth a list of all trademarks, trade names, domain names, patents, copyrights, inventions, processes and applications therefor (whether registered or common law), which are owned, controlled or used by Current Operator in the Business (collectively, the “**Intellectual Property**”), together in each case with a brief description of the nature of such right. There has been no infringement by Current Operator with respect to any Intellectual Property rights of others. Except as set forth on Schedule 5.1(w), Current Operator owns or possesses adequate licenses or other rights to use all Intellectual Property to conduct the operations of the Business, none of which rights will be impaired by the consummation of the Transaction, and all of the rights of Current Operator thereunder will be enforceable by New Operator immediately after the Closing without the consent or agreement of any other party. Except as set forth on Schedule 5.1(w), Current Operator has not granted any third party any right to use any of the Intellectual Property.

ARTICLE VI

NEW OPERATOR’S REPRESENTATIONS AND WARRANTIES

6.1. **New Operator's Representations and Warranties.** New Operator represents and warrants to Current Operator as follows:

(a) New Operator is duly organized, validly existing and in good standing under the laws of the State of Tennessee. New Operator has the power and authority to own the property and assets now owned by it and to conduct the business presently being conducted by it.

(b) New Operator has the full power and authority to make, execute, deliver and perform this Agreement, including the schedules, exhibits, and other instruments and documents required or contemplated hereby to which it is a party ("**New Operator Transaction Documents**," collectively with the Current Operator's Transaction Documents and the Lease, the "**Transaction Documents**"). Such execution, delivery, performance and consummation have been duly authorized by all necessary action on the part of New Operator.

(c) New Operator Transaction Documents, when executed by New Operator, shall constitute the valid and binding obligations of New Operator, enforceable against New Operator in accordance with their respective terms.

(d) New Operator will have access to sufficient financial capability as of the Closing to perform in all material respects its obligations set forth in this Agreement and the other New Operator Transaction Documents.

ARTICLE VII

OBLIGATIONS OF THE PARTIES PRIOR TO CLOSING

7.1 **Licensing.** Prior to the Closing, New Operator shall use reasonable best efforts to (a) obtain the appropriate license from TDH for the Business (the "**New Operator License**") (b) obtain assignment of Current Operator's Medicare Provider Agreement and (c) obtain assignment of or, to the extent not transferable, obtain a new Medicaid Provider Agreement, clinical laboratory certifications and pharmacy registrations and other licenses, permits, certificates, registrations and accreditations necessary to operate the Business after Closing in the ordinary course of business consistent with past practice. Current Operator shall reasonably cooperate with New Operator in connection with obtaining the foregoing. Such cooperation shall include, but shall not be limited to, providing New Operator copies of all renewal applications submitted to TDH within the past twelve (12) months.

7.2 **Conduct of Business.** From the Effective Date until the Closing, except as otherwise required by this Agreement, Current Operator shall operate the Business in the normal, ordinary course of business consistent with prior practice, including, without limitation:

(a) maintain the Business Property in as good working order and condition as at present, ordinary wear and tear excepted;

(b) perform in all material respects all of its obligations under the Assumed Contracts;

(c) keep in full force and effect current insurance policies or other comparable insurance on the Business Property;

(d) permit and allow reasonable access by New Operator pursuant to Section 4.3 to make offers of post-Closing employment to any Employee, which Employee shall be allowed to accept such offer without penalty, competing offer or interference, and to establish relationships with physicians, medical staff and others having business relations with Current Operator with respect to the Business and the Business Property;

(e) use its commercially reasonable efforts to promptly cure any deficiencies cited by any Governmental Authority in the most recent Surveys conducted by each or develop and timely implement a plan of correction that is acceptable to such Governmental Authority;

(f) use its reasonable efforts to keep available for New Operator the services of the present officers, Employees, medical staff, consultants, agents and representatives of the Business;

(g) comply in all material respects with all laws applicable to the operations of the Business;

(h) collect accounts receivable and timely pay accounts payable;

(i) maintain all Licenses in good standing;

(j) promptly notify New Operator of any material and adverse change to the Business, the Business Property, the representations made by Current Operator in Article V and the covenants made to New Operator in this Article VII.

7.3 Negative Covenants. From the Effective Date until the Closing, except as otherwise required by this Agreement, Current Operator will not, without the prior written approval of WTH, which consent shall not be unreasonably withheld, conditioned or delayed:

(a) make any material changes in personnel, operations, finance, accounting policies, or the Business Property, other than in the ordinary course of business consistent with prior practice;

(b) take any act or allow for any omission, outside of the ordinary course of business, that would materially and adversely affect the condition, financial or otherwise, operations, properties, assets or liabilities of the Business;

(c) sell or dispose of any HCMC assets other than in the ordinary course of business consistent with prior practices;

(d) enter into or renew contractual or other financial obligations that will extend beyond the Closing Date;

(e) increase compensation payable or to become payable or make a bonus payment to or otherwise enter into one or more bonus or incentive agreements with any Employee or agent or under any personal services contract, except in the ordinary course of business in accordance with existing personnel policies; or

(f) take any action outside the ordinary course of business with regard to the Assumed Contracts, the Assumed Liabilities, the Hospital, or the Business Property.

7.4 **Updated Financial Statements.** Current Operator shall deliver to New Operator updated monthly financial statements for each calendar month after the Effective Date through Closing promptly upon receipt thereof, but in no event later than forty-five (45) days following the completion of such calendar month.

7.5 **Good Faith; Reasonable Efforts.** Prior to the Closing, Current Operator shall operate the Business in the ordinary course of business consistent with past practice, including the ongoing funding of cash necessary for the ongoing operation of the Business, and otherwise in good faith to comply with the terms of this Agreement. New Operator shall take all reasonable efforts to satisfy the conditions to Closing and assure a timely Closing of the Transaction.

7.6 **Medical Records.** Current Operator agrees to transfer to New Operator as of the Closing Date ownership and custodianship of all patient records, reports, data and test results of any current patient of Current Operator regularly treated at the Hospital or other Business facility (collectively, the “**Patients**”), except for any Excluded Medical Records (the “**Patient Records**”). If Current Operator maintains paper records, it shall divide out any records for Patients who are minors and label all charts clearly with the destruction date based on last encounter (and the date of birth of the minor). The Patient Records will be held and retained by New Operator for the benefit of the Patients until notified and requested properly to handle such records and related materials in a different manner. Following the transfer of Patient Records and New Operator obtaining Patient consent prior to use, New Operator agrees to grant Current Operator with reasonable access to such Patient Records, to the extent permitted by applicable law, at the requestor’s expense, for the purpose of maintaining a defense to legal or Board actions; to respond to audits, investigations or inquiries regarding patient care services provided prior to Closing; or for billing and collection purposes.

ARTICLE VIII

CONDITIONS PRECEDENT TO NEW OPERATOR’S OBLIGATIONS

Unless waived by New Operator, its obligation to consummate the Transaction is subject to the satisfaction, of each of the following conditions.

8.1. **Representations and Warranties.** The representations and warranties of Current Operator contained in this Agreement or in any other Transaction Document shall be true and correct in all material respects at and as of the Closing as though such representations and warranties were made at and as of such time.

8.2. **Performance of Covenants.** Current Operator shall have performed and complied in all material respects with each of its agreements and covenants required by this Agreement to be performed or complied with by it prior to or at the Closing.

8.3. **Closing Deliverables.** Current Operator shall have delivered to New Operator on or prior to the Closing, the following:

(a) a bill of sale and assignment substantially in the form of Exhibit C attached hereto (the "**Bill of Sale**"), duly executed by Current Operator;

(b) an assignment and assumption of the Assumed Contracts substantially in the form of Exhibit D attached hereto (the "**Assignment Agreement**"), duly executed by Current Operator;

(c) a certificate substantially in the form of Exhibit E attached hereto;

(d) duly certified resolutions adopted by Current Operator and the County Commission authorizing and approving of the Transaction and all other documents reasonable or necessary to consummate the Transaction, on behalf of Current Operator;

(e) reasonable evidence of the insurance coverage required in Section 5.1(v);

(f) instruments of consent or waiver duly executed by third parties with respect to any Assumed Contracts, agreements or other rights or obligations being transferred to New Operator hereunder and requiring a consent or waiver therefor;

(g) evidence reasonably acceptable to New Operator, confirming that the consummation of the Transaction and the implementation of the Lease would not result in a default or breach of Current Operator's tax-exempt financing agreements;

(h) the Medicaid Billing Agreement duly executed by Current Operator; and

(i) such other certificates and documents as New Operator may reasonably request.

8.4. **Valuation.** The Parties shall have obtained a completed third-party evaluation of the appropriate methodology for determining the option purchase price under the Lease based on an increase in value.

8.5. **Approvals.** Current Operator shall have obtained any necessary regulatory approvals of Governmental Authorities.

8.6. **No Action Letter.** Current Operator shall have filed and received a "no action" or similar confirmation from the Tennessee Attorney General indicating that no action will be taken to prevent the Parties from proceeding with the Transaction.

8.7. **Lease.** WTH and Current Operator shall have entered into the Lease, effective as of the Closing Date.

8.8. **Sublease Agreement.** The County and New Operator shall have entered into the Sublease Agreement.

8.9. **Other Documents.** Current Operator shall have furnished New Operator with all other documents, certificates and other instruments reasonably required to be furnished to New Operator by Current Operator pursuant to the terms hereof.

8.10. **No Adverse Change.** There shall not have occurred any Material Adverse Effect.

ARTICLE IX
CONDITIONS PRECEDENT TO CURRENT OPERATOR'S OBLIGATIONS

Unless waived by Current Operator, its obligations to consummate the Transaction are subject to the satisfaction of each of the following conditions:

9.1. **Representations and Warranties.** The representations and warranties of New Operator contained in this Agreement or in any other Transaction Document shall be true and correct in all material respects at and as of the Closing as though such representations and warranties were made at and as of such time.

9.2. **Performance of Covenants.** New Operator shall have performed and complied in all material respects with each of their agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

9.3. **Closing Deliverables.** New Operator shall have delivered to Current Operator, on or prior to the Closing, the following:

- (a) the Bill of Sale duly executed by New Operator;
- (b) the Assignment and Assumption of Contracts duly executed by New Operator;
- (c) a certificate substantially in the form of Exhibit F attached hereto, duly executed by an authorized officer of New Operator;
- (d) duly certified resolutions adopted by New Operator authorizing and approving of the Transaction and all other documents reasonable or necessary to consummate the Transaction, on behalf of New Operator;
- (e) the Medicaid Billing Agreement duly executed by New Operator; and
- (f) such other certificates and documents as Current Operator may reasonably request.

9.4. **Valuation.** The Parties shall have obtained a completed third-party evaluation of the appropriate methodology for determining the option purchase price under the Lease based on an increase in value.

9.5. **Approvals.** New Operator shall have obtained (i) confirmation of TDH's approval for the issuance of a New Operator License, and (ii) any other necessary regulatory approvals of Governmental Authorities.

9.6. **No Action Letter.** Current Operator shall have filed and received a "no action" or similar confirmation from the Tennessee Attorney General indicating that no action will be taken to prevent the Parties from proceeding with the Transaction.

9.7. **Lease.** WTH and Current Operator shall have entered into the Lease, effective as of the Closing Date.

9.8. **Sublease Agreement.** The County and New Operator shall have entered into the Sublease Agreement.

9.9. **Other Documents.** New Operator shall have furnished Current Operator with all other documents, certificates and other instruments required to be furnished to Current Operator by New Operator pursuant to the terms hereof.

ARTICLE X TERMINATION

10.1. **Termination.** This Agreement may be terminated at any time at or prior to the time of Closing by:

(a) Current Operator, if any condition precedent to Current Operator's obligations hereunder, including, without limitation, those conditions set forth in Article IX, have become incapable of being satisfied prior to the Closing Deadline;

(b) New Operator, if any condition precedent to New Operator's obligations hereunder, including, without limitation, those conditions set forth in Article VIII, have become incapable of being satisfied prior to the Closing Deadline;

(c) The mutual written consent of Current Operator and New Operator; or

(d) By either Party in the event Closing does not occur on or prior to October 1, 2024, unless the Parties mutually agree to an extension (the "**Closing Deadline**").

10.2. **Effect of Termination.** If a Party terminates this Agreement because one of the conditions precedent to its obligations hereunder has not been satisfied, or if this Agreement is terminated by mutual consent, this Agreement shall become null and void without any liability of any Party to the others; provided, that if such termination is pursuant to Sections 10.1(a) or (b) as a result of a breach by any of the Parties hereto of any of its representations, warranties or covenants in this Agreement, nothing herein shall affect the non-breaching Party's right to damages on account of such other Party's breach.

ARTICLE XI
NO INDEMNIFICATION; SURVIVAL

11.1. **No Indemnification.** Each Party is a governmental entity of the State of Tennessee, and by decision of the State Attorney General, is prohibited from entering into indemnity agreements; such agreements having been determined to nullify state immunity and appropriate public funds without legislative action by the Tennessee General Assembly. Notwithstanding the foregoing, each Party agrees that it will be responsible for its own acts or omissions.

11.2. **Unindemnified Losses.** New Operator may offset any Unindemnified Losses that are undisputed by Current Operator or finally determined by a court of competent jurisdiction against Rental Payments due under the Lease, unless otherwise agreed by the Parties. New Operator shall provide Current Operator with written notice of any alleged Unindemnified Losses and Current Operator shall have a period of thirty (30) days to review and dispute such alleged Unindemnified Losses. In the event Current Operator fails to object, based on its reasonable discretion, in writing with a reasonable description of its rationale, to such alleged Unindemnified Losses within such thirty (30) day period, such amounts shall be deemed Unindemnified Losses for purposes of this Section 11.2. In the event Current Operator objects in writing, the Parties shall negotiate in good faith for a period of an additional thirty (30) days to reach agreement on the amount, if any, of the Unindemnified Losses. The Parties shall implement the provisions of this Section 11.2 in good faith and shall observe all standards of fair dealing with respect thereto.

11.3. **Survival.** The Parties' obligations under this Article XI shall survive the Closing until the expiration of the applicable statute of limitations period.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1. **Drafting.** The Parties hereto have carefully reviewed and negotiated the terms of this Agreement and the Transaction Documents, and Current Operator and New Operator hereby acknowledges and agrees that they have had a full and fair opportunity to review and negotiate the Agreement and the Transaction Documents with the advice of its counsel. Therefore, there shall be no presumption in favor of the non-drafting Party.

12.2. **Transaction Costs.** New Operator shall reimburse or directly pay to HCMC reasonable legal fees directly incurred by HCMC, solely with respect to (i) the negotiation and consummation of the Transaction provided after June 26, 2024; and (ii) federal government investigations involving the Business for services provided after the Closing Date (collectively, the "**Reimbursable Transaction Costs**"). Reimbursable Transaction Costs shall be payable upon New Operator's receipt of invoices reasonably acceptable to New Operator substantiating such Reimbursable Transaction Costs. The Reimbursable Transaction Costs shall be capped at an aggregate limit of Three Hundred Fifty Thousand Dollars (\$350,000.00), with New Operator and WTH having no liability for such costs that exceed this cap. Except as expressly otherwise

provided in this Agreement, each Party hereto shall bear its own costs and expenses in connection with this Agreement and the Transaction.

12.3. **Performance.** In the event of a breach by either Party of its obligations hereunder, the other Party shall have the right, in addition to any other remedies which may be available, to obtain specific performance of the terms of this Agreement, and the breaching Party hereby waives the defense that there may be an adequate remedy at law.

12.4. **Intentionally Omitted.**

12.5. **Effect and Construction of this Agreement.** The captions used herein are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument. Copies of original signatures sent by facsimile transmission shall be deemed to be originals for all purposes of this Agreement. All gender employed in this Agreement shall include all genders, and the singular shall include the plural and the plural shall include the singular whenever and as often as may be appropriate. When used in this Agreement, the term "including" shall mean "including but not limited to."

12.6. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when personally delivered to the Party entitled to receive the notice, or the next Business Day after being sent, overnight service, by nationally recognized overnight courier, or upon receipt after being mailed by certified or registered mail (return receipt requested), in each case, postage prepaid, registered or certified mail, or if sent by facsimile, upon mechanical confirmation of successful transmission thereof (only if such notice is also delivered by hand, overnight delivery or registered or certified mail), properly addressed to the Party entitled to receive such notice at the address stated below:

If to Current Operator:

Henry County Medical Center Board of Trustees
301 Tyson Avenue
Paris, TN 38242

Attn: Bruce Reed, Chairperson

with a copy (which shall not constitute notice) to:

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201
Attn: Angela Humphreys

If to New Operator:

West Tennessee Healthcare Henry County

c/o West Tennessee Healthcare
620 Skyline Drive
Jackson, TN 38301
Attn: Chief Financial Officer

with a copy to (which shall not constitute notice):

West Tennessee Healthcare
620 Skyline Drive
Jackson, TN 38301
Attn: Chief Legal Officer/General Counsel

12.7. **Waiver.** This Agreement shall not be released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing executed by or on behalf of each of the Parties hereto by their duly authorized officer or representative. The failure of any Party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

12.8. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in Persons not Parties hereto, other than the successors and proper assigns of the Parties hereto.

12.9. **Attorneys' Fees.** In the event any proceeding or suit is brought to enforce this Agreement, the prevailing Party shall be entitled to all reasonable costs and expenses (including reasonable attorneys' fees) incurred by such Party in connection with any action, suit or proceeding to enforce the other's obligations under this Agreement.

12.10. **Governing Law.** This Agreement, and all claims or causes of action (whether in contract, in tort or by statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, enforced in accordance with, and be subject to the remedies available under the internal laws of the State of Tennessee, without giving effect to the conflicts of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Tennessee.

12.11. **Assignment.** This Agreement shall not be assigned by any party without the express written consent of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed), except that New Operator may assign all or any portion of this Agreement upon prior written notice but without consent to any one or more of its Affiliates (each such assignee, a "**New Operator Permitted Assignee**"). Upon any such assignment by New Operator of its rights under the Agreement in accordance with this Section 12.11, the New Operator Permitted Assignee shall be deemed to be New Operator hereunder and shall be the beneficiary of all of Current Operator's warranties, representations and covenants in favor of New Operator under

this Agreement. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

12.12. **Jurisdiction / Venue.** Each Party hereto consents to the jurisdiction of the state and federal courts located in the City of Nashville, Tennessee, and all appellate courts thereof, as to any disputes, claims or controversies arising under or brought in connection with this Agreement and the Transaction.

12.13. **Counterparts; Facsimile Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by any Party by the delivery of such Party by facsimile a copy of the signature page of this Agreement duly executed by such Party. Any copy of this Agreement so executed by facsimile shall be deemed to be an originally executed copy of this Agreement.

12.14. **Headings.** The Article and Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.15. **Entire Agreement.** This Agreement, which term as used throughout includes the exhibits and schedules hereto, embodies the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to such subject matter.

12.16. **Warranty of Authority.** The signatories hereto personally warrant that they have the right and power to enter into this Agreement and to bind the Party for whom they are executing this Agreement.

12.17. **Schedules.** Any fact or item disclosed on any schedule to this Agreement shall be deemed disclosed on all other schedules to this Agreement to which such fact or item may reasonably apply so long as such disclosure is in sufficient detail to enable a Party hereto to identify the facts or items to which it applies. Any fact or item disclosed on any schedule hereto shall not by reason only of such inclusion be deemed to be material and shall not be employed as a point of reference in determining any standard of materiality under this Agreement.

12.18. **No Additional Representations.** Except for the representations and warranties set forth in this Agreement, the Current Operator's Transaction Documents, and the other documents delivered in connection with, or related to, this Agreement, the Current Operator has not made any other representations or warranties of any kind. Current Operator hereby disclaims all implied warranties with respect to the Business Property and the Business, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

12.19. **Reliance.** The Parties hereto in executing, and in carrying out the provision of, this Agreement are relying solely on the representations, warranties and agreements contained in this Agreement or in any writing delivered pursuant to provisions of this Agreement or at the Closing of the Transaction and not upon any representation, warranty, agreement, promise or information, written or oral, made by any Person other than as specifically set forth herein or therein.

12.20. **Publicity.** All pre-Closing publicity concerning the Transaction and all notices respecting publicity shall be jointly planned, coordinated and released by and between New Operator and Current Operator.

12.21. **Waiver of Jury Trial.** EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, INCLUDING TO ENFORCE OR DEFEND ANY RIGHTS HEREUNDER, AND AGREES THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

12.22. **Guaranty and Joinder for Limited Purpose.** WTH hereby joins as a party to this Agreement for the limited purpose of guaranteeing New Operator's obligations herein. To that end and as provided in this Section 12.22, WTH hereby irrevocably and unconditionally guarantees the full and punctual performance and observance by New Operator of all of the terms, conditions, covenants and obligations to be performed and observed by New Operator under this Agreement. This is a guaranty of payment and performance, provided that Current Operator shall be obligated to enforce or exhaust its remedies against New Operator before proceeding to enforce any remedies under this Agreement against WTH. Current Operator must, before joining WTH in any action or proceeding commenced against New Operator in connection with or based upon this Agreement or any term, covenant, or condition hereof, or seeking recovery from WTH in such action or proceeding or in any independent action or proceeding against WTH, assert, prosecute, and exhaust any such remedy or claim against New Operator first.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

CURRENT OPERATOR:

HENRY COUNTY HOSPITAL DISTRICT

By: _____

Name: _____

Its: _____

[Signature page to OTA]

EXHIBIT A¹
LEASE

[TO BE ATTACHED]

¹ Exhibits subject to ongoing review.

NEW OPERATOR:

WEST TENNESSEE HEALTHCARE HENRY
COUNTY

By: _____
Name: _____
Its: _____

WTH:

JACKSON-MADISON COUNTY GENERAL
HOSPITAL DISTRICT
(Joining this Agreement for the limited purpose
set forth in Section 12.22 hereof)

By: _____
Name: _____
Its: _____

[Signature page to OTA]

EXHIBIT B
MEDICAID BILLING AGREEMENT

[TO BE ATTACHED.]

Exhibit B

EXHIBIT C
BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (“**Bill of Sale**”) is effective as of 12:01 a.m. on [October 1, 2024], by and among HENRY COUNTY HOSPITAL DISTRICT, a hospital district established by Private Act and doing business as HENRY COUNTY MEDICAL CENTER (“**Current Operator**”); and WEST TENNESSEE HEALTHCARE HENRY COUNTY, a Tennessee nonprofit corporation (“**New Operator**”), in connection with that certain Operations Transfer Agreement dated as of July 31, 2024, by and among Current Operator, New Operator and, solely for the limited purpose set forth therein, WTH (the “**OTA**”). Capitalized terms used but not defined herein shall have the meanings given to them in the OTA.

Current Operator, for good and valuable consideration given and accepted for the transfer of the Business Property, the receipt and sufficiency of which are hereby acknowledged and agreed to by Current Operator, does hereby bargain, sell, assign, transfer, set over, convey and deliver to New Operator (to have and hold for the use and enjoyment of New Operator) the Business Property and all right, title and interest in and to the Business Property, without representations and warranties except those set forth in the OTA, and New Operator hereby accepts all such right, title and interest of Current Operator in and to the Business Property. Current Operator undertakes to execute and to deliver such additional, supplementary, confirming, or other instruments of transfer as New Operator may reasonably request hereafter to perfect the transfer intended to be effected by this Bill of Sale and the OTA. This Bill of Sale is being delivered pursuant to the OTA and shall be construed consistently therewith. This Bill of Sale is not intended to, and does not, in any manner, enhance, diminish, or otherwise modify the rights and obligations of the parties under the OTA. To the extent that any provision of this Bill of Sale conflicts with or is inconsistent with the terms of the OTA, then the terms of the OTA shall govern.

[Remainder of page intentionally left blank; signature page follows]

Exhibit C

[Signature Page to Bill of Sale and Assignment]

CURRENT OPERATOR:

HENRY COUNTY HOSPITAL DISTRICT

By: _____

Name: _____

Its: _____

NEW OPERATOR:

WEST TENNESSEE HEALTHCARE HENRY
COUNTY

By: _____

Name: _____

Its: _____

Exhibit C

EXHIBIT D
ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Assignment**”) is effective as of 12:01 a.m. on [October 1, 2024], by and among HENRY COUNTY HOSPITAL DISTRICT, a hospital district established by Private Act and doing business as HENRY COUNTY MEDICAL CENTER (“**Current Operator**”); and WEST TENNESSEE HEALTHCARE HENRY COUNTY, a Tennessee nonprofit corporation (“**New Operator**”). Capitalized terms used but not defined herein shall have the meanings given to them in the OTA (hereafter defined).

Background

A. Current Operator, New Operator and, for the limited purpose set forth therein, WTH, are parties to that certain Operations Transfer Agreement (“**OTA**”) dated as of July 31, 2024, which OTA is incorporated into this Assignment as if fully rewritten in this Assignment.

B. It is a condition to the Closing under the OTA that Current Operator assign to New Operator all of Current Operator’s right, title and interest in, to, and under the Assumed Contracts, and that New Operator assume Current Operator’s obligations with respect to such Assumed Contracts in accordance with Section 2.3 of the OTA.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto, intending to be bound, hereby agree to incorporate the foregoing recitals as if fully rewritten in this Assignment and further agree as follows:

1. Current Operator hereby assigns, transfers and conveys all of its right, title and interest in, to, and under the Assumed Contracts to New Operator.
2. New Operator hereby assumes all liabilities with respect to the Assumed Contracts accruing after the Closing Date.

[Remainder of page intentionally left blank; signature page follows]

[Signature Page to Assignment and Assumption Agreement]

CURRENT OPERATOR:

HENRY COUNTY HOSPITAL DISTRICT

By: _____
Name: _____
Its: _____

NEW OPERATOR:

WEST TENNESSEE HEALTHCARE HENRY
COUNTY

By: _____
Name: _____
Its: _____

EXHIBIT E
CURRENT OPERATOR'S CLOSING CERTIFICATE

THIS CURRENT OPERATOR'S CLOSING CERTIFICATE (this "**Certificate**") is being delivered [October 1, 2024], pursuant to Section 8.3(c) of that certain Operations Transfer Agreement ("**OTA**"), dated as of July 31, 2024, by and among HENRY COUNTY HOSPITAL DISTRICT, a hospital district established by Private Act and doing business as HENRY COUNTY MEDICAL CENTER ("**Current Operator**"); WEST TENNESSEE HEALTHCARE HENRY COUNTY, a Tennessee nonprofit corporation ("**New Operator**"); and, for the limited purpose set forth therein, WTH. Capitalized terms used but not defined herein shall have the meanings given to them in the OTA.

The undersigned, solely in his/her capacity as a duly authorized officer of Current Operator, and not in his/her individual capacity, hereby certifies to New Operator as follows:

1. Attached hereto as **Exhibit A** are true and complete copies of duly adopted resolutions of Current Operator and the County Commission approving the Agreement and authorizing the execution and delivery of the Agreement, including the other documents executed in connection with the consummation of the transactions contemplated by the Agreement, and the consummation of the transactions contemplated therein. Such resolutions are in full force and effect on the date of this Certificate and no action has been taken or is contemplated to amend, modify, or rescind said resolutions.
2. Each representation and warranty of Current Operator made in the Agreement is true and correct as of the Closing Date.
3. Current Operator has duly performed, complied with and satisfied all covenants, agreements and conditions required by the Agreement to be performed, complied with or satisfied by it prior to the time of the Closing.

CURRENT OPERATOR:

HENRY COUNTY HOSPITAL DISTRICT

By: _____

Name: _____

Its: _____

Exhibit E

EXHIBIT F
NEW OPERATOR'S CLOSING CERTIFICATE

THIS NEW OPERATOR'S CLOSING CERTIFICATE (this "**Certificate**") is being delivered [October 1, 2024], pursuant to Section 9.3(c) of that certain Operations Transfer Agreement ("**OTA**"), dated as of July 31, 2024, by and among HENRY COUNTY HOSPITAL DISTRICT, a hospital district established by Private Act and doing business as HENRY COUNTY MEDICAL CENTER ("**Current Operator**"); WEST TENNESSEE HEALTHCARE HENRY COUNTY, a Tennessee nonprofit corporation ("**New Operator**"); and for the limited purpose set forth therein, WTH. Capitalized terms used but not defined herein shall have the meanings given to them in the OTA.

The undersigned, solely in his/her capacity as a duly authorized officer of New Operator, and not in his/her individual capacity, hereby certifies to Current Operator as follows:

1. Attached hereto as **Exhibit A** are true and complete copies of duly adopted resolutions of New Operator approving the Agreement and authorizing the execution and delivery of the Agreement, including the other documents executed in connection with the consummation of the transactions contemplated by the Agreement, and the consummation of the transactions contemplated therein. Such resolutions are in full force and effect on the date of this Certificate and no action has been taken or is contemplated to amend, modify, or rescind said resolutions.

2. Each representation and warranty of New Operator made in the Agreement is true and correct as of the Closing Date.

3. New Operator has duly performed, complied with and satisfied all covenants, agreements and conditions required by the Agreement to be performed, complied with or satisfied by it prior to the time of the Closing.

NEW OPERATOR:

WEST TENNESSEE HEALTHCARE HENRY
COUNTY

By: _____

Name: _____

Its: _____

Exhibit F

EXHIBIT G
SUBLEASE AGREEMENT

[TO BE ATTACHED.]

DISCLOSURE SCHEDULES
to
OPERATIONS TRANSFER AGREEMENT

July 31, 2024

The attached disclosure schedules (the “**Disclosure Schedules**”) constitute the schedules referred to in that certain Operations Transfer Agreement (the “**Agreement**”) entered into as of July [], 2024, by and among HENRY COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (the “**County**”), and HENRY COUNTY HOSPITAL DISTRICT, a hospital district established by Private Act and doing business as HENRY COUNTY MEDICAL CENTER (“**HCMC**” or “**Current Operator**”); WEST TENNESSEE HEALTHCARE HENRY COUNTY, a Tennessee nonprofit corporation (“**New Operator**”); and JACKSON-MADISON COUNTY GENERAL HOSPITAL DISTRICT doing business as WEST TENNESSEE HEALTHCARE, a Tennessee governmental entity (“**WTH**”). The parties may be referred to herein individually as a “**Party**,” and collectively, as the “**Parties**.”

Capitalized terms used herein have the meanings given to them in the Agreement unless otherwise defined in these Disclosure Schedules. Headings and italicized language included herein are included solely for ease of reference and shall not create a different standard for disclosure than the language set forth in the Agreement.

<u>Schedule</u>	<u>Description</u>	<u>Responsible Party</u>
Schedule 2.2	Excluded Assets	Current Operator New Operator (<i>Excluded Contracts Only</i>)
Schedule 2.3	Assumed Contracts	New Operator
Schedule 5.1(d)	Contracts	Current Operator
Schedule 5.1(e)	Health Care Matters	Current Operator
Schedule 5.1(g)	Medical Staff Matters	Current Operator
Schedule 5.1(h)	Licenses	Current Operator
Schedule 5.1(i)	Taxes	Current Operator
Schedule 5.1(j)	Liens	Current Operator
Schedule 5.1(k)	Survey Reports	Current Operator
Schedule 5.1(l)	Compliance With Laws	Current Operator
Schedule 5.1(m)	Payment Programs	Current Operator
Schedule 5.1(n)	Employees	Current Operator
Schedule 5.1(o)	Governmental Authority	Current Operator
Schedule 5.1(p)	Proprietary Rights	Current Operator
Schedule 5.1(q)	Employee Benefit Plans	Current Operator
Schedule 5.1(r)	Litigation	Current Operator
Schedule 5.1(s)	Employment Loss	Current Operator
Schedule 5.1(v)	Insurance	Current Operator
Schedule 5.1(w)	Intellectual Property	Current Operator
Schedule 11.2	Specific Indemnity	New Operator

Schedule 2.2

Excluded Assets

Excluded Contracts

None.

Excluded Assets

None

Schedule 2.3

Assumed Contracts

Vendor	Contract Title
3M Company	Master End User Agreement for 3M Software and Services
3M Health Information Systems, Inc.	Order Schedule No. 2
Abbott Rapid Diagnostics Informatics, Inc.	Exhibit A-3: License Agreement
Accruent	TMS OnLine Database Renewal Quote
Advanced Instruments, LLC	Advanced Care Service Agreement
Advanced Medical Billing, LLC	Billing and Consulting Services Agreement
Advanced Sterilization Products	ASP Sterrad Velocity Reader Promotional Agreement
AdvancedMD	Order Forms
Allscripts Healthcare, LLC	Paragon Extension and Add On Amendment
Altera Digital Health Inc. (successor in interest to Allscripts Healthcare)	Paragon Extension and Add On Amendment
AMERIGROUP TENNESSEE, Inc. dba AMERIGROUP Community Care	Participating Provider Agreement
Ascension Health Resource and Supply Management Group, LLC	Amended and Restated GPO Participation Agreement Non-Affiliated Healthcare
Ascension Health Resources and Supply Management Group, LLC	Amended and Restated Master Services Agreement
Associated Pathologist, LLC d/b/a PathGroup	Pathology Services Agreement
AT&T	Disconnect Existing AT&T MIS Service
AT&T	AT&T Dedicated Internet and Voice Bundle Agreement
AT&T	AT&T Internet Agreement - Pricing Schedule
Austin Peay State University	Clinical/Practicum Affiliation Agreement (RN to BSN Program)
Austin Peay State University	Clinical/Practicum Affiliation Agreements
Baxter Healthcare Corporation	Vaporizer Placement Agreement
Beddies, John W., MD	Physician Employment Agreement
Bethel University	Affiliating Agency Agreement
Bethel University	Athletic Training Program Affiliation Agreement/Contract
BlueCare Tennessee	Institution Agreement
BlueCross Blue Shield of Tennessee	Commercial Institution Agreement
Boyd, Lundenburg and Compton Partnership	Lease Agreement
Boyd, Russell	Lease
Bracco Diagnostics, Inc.	Letter Agreement

Vendor	Contract Title
Brentwood Services Administrators, Inc.	Agreement to Provide Specified Third Party Administrator Services
Bridges Family Center, LLC	EAP Provider Agreement
Canon Financial Services, Inc.	Lease Agreement (#1655023)
Canon Medical Systems USA, Inc.	Service Agreements
Carruth, James, MD (Pulmonologist)	Physician Employment Agreement (non-hospital setting)
Carter, Cary	CRNA Employment Agreement
CDM Advisor (maybe)	SOW for CDM Advisor Services
Change Healthcare Technologies, LLC	Amendment to the Agreement for Clearance Estimator Patient Direct
Charter Communications Operating, LLC (Spectrum Enterprise)	Service Order
CHC Affiliates	Solution Order to Financial Services Agreement
CHG-Meridian USA Corp.	CHG Lease Agreement (#2604094); Also Amendment 1 (correcting name) and list of product.
Church, Annamaria MD	Physician Employment Agreement
Cigna Health and Life Insurance Company	Client Specific Pharmacy Arrangement Administration Agreement (Amendment to ASO Agreement)
Cigna Health and Life Insurance Company	Letter of Agreement for Participation in the Henry County Medical Center Client-Specific Network
CISCO Systems Capital Corporation	Lease Agreement Ref# Tfv101010
Cisco, Carl	CRNA Employment Agreement
Cole, Jeremiah	CRNA Employment Agreement
Coleman, Andrew MD - Family / Internal Medicine; Pediatrics	Physician Employment Agreement
CompHealth	Agreement for Physician Locum Tenens Coverage Fees in Confirmation
Compton, Ray MD - General Surgeon	General Surgeon Employment Agreement
Consilium Staffing, LLC	Agreement for Locum Tenens Coverage
Corneal, Lisa	Weekend Contract Agreement
Craig, Danielle NP - Clinic	Nurse Practitioner (NP/APP)
Crosser, Crystal APRN - Hospital; HCMC Anesthesia Department	Nurse Practitioner / PA Employment Agreement
Cunningham, Kerri	CRNA Employment Agreement
Cutright, Mark MD	Physician Employment Agreement
CVS Services Agreement	Pharmacy Services Agreement
Davidson, Mary Jo	Weekend Contract Agreement

Vendor	Contract Title
Davidson, Samantha PA-C - Clinic; Eagle Creek Clinic	Nurse Practitioner / PA Employment Agreement
Dearing, Hannah PA-C - Clinic; Paris Surgical Specialists	Nurse Practitioner/PA Employment Agreement (Non-Hospital Setting)
Denisa Cate, MS, RDN, LDN	HCMC Agreement with Registered Dietitian
Devicor Medical Products, Inc. d/b/a Mammutone	Service Plan Agreement
Diagnostica Stago Inc.	Agreement for the Supply of Reagents & Disposables, Instruments & Service under the Max Care Promotion
Dietitian Associates, Inc.	Consultant Dietitian Service Agreement
DocASAP	Business Associate Agreement
Dornier MedTech	Dynamic Care Response Service and Supplies Contract
DRNS Software Solutions, LLC	Local Number Port Request Form
Dyersburg State	Medical Center Usage Agreement
Dyersburg State Community College	Clinical Affiliation Agreement
Eagle Creek Emergency Group, PC	Letter of Agreement
Eagle Creek Emergency Group, PC	Emergency Department Agreement
Eagle Creek Plaza	Commercial Lease
Emory University	Affiliation Agreement
Equisys Inc.	Sales Quote: SQUO10884
Evans, Pamela MD - Gynecologist	Physician Employment Agreement
Executive Health Resources, Inc.	Standard Services Agreement
Farms at Puryear, The	Professional Services Agreement
FormFast LLC	Software License Service Agreement
Foust, Lindsay DPM	Physician Employment Agreement
Fultz, Austin CRNA	CRNA Employment Agreement
Gallimore, Grant MD - Hospitalist	Employment Agreement
Garcia, Henry	CRNA Employment Agreement
GE Precision Healthcare LLC	GE Healthcare Service Quotation (ID # 5A2433B)
Gibson, Alycia PA-C - Clinic; wound care	Nurse Practitioner/PA Employment Agreement (Non-Hospital Setting)
Global Healthcare Exchange, LLC	Amendment
Global Healthcare Services, Inc.	Retained Search Fee Agreement
Go, Virginia MD - Hospitalist	Hospitalist Employment Agreement
Graphium Health	Service Agreement
Greene, Wendy CRNA	CRNA Employment Agreement
Greenway Health	Master Agreement
Griffis, Jessica	Premium Pay Agreement

Vendor	Contract Title
Guess, Chris	CRNA Employment Agreement
Haemonetics Corporation	Master Agreement
Hardin, Eva	CRNA Employment Agreement
Harrison, Terry MD - Family / Internal Medicine; Pediatrics	Physician Employment Agreement
Harrison, Terry MD (Landlord)	Lease
Hatley, Bridget	Weekend Contract Agreement
HCMC Holding Company, LLC	Operating Agreement of HCMC Holding Company
Health Carousel, LLC d/b/a Passport USA	International Staffing Agreement
Healthcare Business Insights, LLC	Membership Agreement
HealthcareSource HR, Inc.	Order Form to HealthcareSource Software and Services
HealthSCOPE Benefits, Inc.	Amendment
HealthStream, Inc.	Services and License Agreement
HealthStream, Inc.	Master Service Agreement
Henry County Healthcare Center	Alternate Location Agreement
Henry County Healthcare Center	Agreement for Patient Diagnostic Services
Henry County Schools	Agreement Between Long-Term Care Facility and Private Entity Program
Henry County Sheriff's Department	Agreement to Provide Medical Center with Security
Hensley, Connie	Weekend Contract Agreement
Henson Group	CSP and Product Agreement
Henson Group	Master Services Agreement
Herzing University	Memorandum of Understanding for Health Care Clinical Experience
Higgins, Megan MD	Physician Employment Agreement - 6 files attached
Hilton, Dave d/b/a Eagle Creek Plaza	Commercial Lease
Hiscall, Inc.	Premise Based Phone System Solution
Hobart Service, ITW Food Equipment Group, LLC	Hobart Service Agreement
Hollingsworth, Kelli	Weekend Contract Agreement
Hologic, Inc.	Service Agreement & Quotes
Hudson, James, MD - Family / Internal Medicine; Pediatrics	Physician Employment Agreement
Imprivata	Renewal Quote
InstaMed	Order Form Addendum - KYC - Individual Ownership/Controller Certification
Integrative Health Centers, Inc.	Professional Services Agreement
Interlink Cloud Advisors	Interlink Quote
Intuitive Surgical, Inc.	Use, License & Services Agreement

Vendor	Contract Title
Intuitive Surgical, Inc.	Lease Agreement
Itria Ventures, LLC	Loan Agreement for Paycheck Protection Program Loan
J2A Systems, LLC	Client Agreement (consulting)
Jackson State Community College	Clinical Affiliation Agreements
Jarrad Phillips Cate & Hancock, Inc.	Consulting Services Agreement
Jett's Specialty Contracting, LLC	Maintenance Proposal
Johnson, Shon	Retainer Letter
K&L Gates LLP	Terms of Engagement for Legal Services
Kentucky Community and Technical College System	Memorandum of Agreement
Kentucky Lake Urology Clinic	Management Services Agreement
Kinnsler Software, Inc.	Services Agreement
KLSC Properties, LLC	Leases
Kone, Inc.	KONE Care Maintenance Agreement
Konica Minolta	Blue Moon Lifecycle Agreement
Laboratory Corporation of American Holdings	Laboratory Interface System Agreement
Laboratory Corporation of American Holdings	Patient Specimen Collection Services Agreement
Laborie Medical Technologies Corp.	Support and Maintenance Services Agreement
Larkins, Heather FNP and Megan Higgins, MD	Advanced Practice Provider and Physician Agreement
LBMC, PC	Master Services Agreement & Statement of Work - Reimbursement Support Services
Leasing Associates of Barrington	Lease Agreements
Level (3) Communications	Standard Letter of Agency Document
Lifeline Blood Services	Blood Service Agreement
Lolnes, Cindy	CRNA Employment Agreement
Lundberg, Christian FNP - Clinic	Employment Contract Attachment A
Main Street Rural Health ACO, LLC	ACO Participation Agreement
MAKO Surgical Corp.	TKA Addendum to Equipment Purchase Agreement
Massey, Annie Kate PA-C - Clinic	Nurse Practitioner/PA Employment Agreement (Non-Hospital Setting)
Maxxguard Incorporated	Agreement
McBee, a division of Netsmart Technologies, Inc.	Statement of Work OASIS and Coding Services
MCG Health, LLC	Master License Agreement
MCG Health, LLC	Business Associate Agreement
McKesson	Provider Technologies Agreement
MD Services TN	Stock and Bill Agreement
Medbridge	Order Form (Quote # Q-02392)

Vendor	Contract Title
Medical Staffing Solutions, Inc.	Master Services Agreement for Supplemental and Temporary Staffing of Health Care Professionals
Medtronic USA, Inc. (for its Medtronic Transformative Solutions Products)	Disposable Pricing Agreement
Memphis Medical Society	Hospital Participation Agreement
Mend VIP, Inc.	Master Service Agreement
Miller, Adam	CRNA Employment Agreement
Mobley III, Joe MD	Physician Employment Amendment
Moss, Peggy Lachelle FNP - Clinic	APP Employment Agreement (Non-Hospital Setting)
MSCB, Inc.	Insurance Follow Up Proposal
Murray State University	Contract
MXR Imaging, Inc.	Service Contract
Mypoint , Inc.	Mobile App Terms of Use
Nashville State Community College	Clinical Affiliation Agreement
National ACO LLC	Next Generation Preferred Provider Agreement
Navicure, Inc.	Navicure License Agreement
Net Health Systems, Inc.	Exhibit A to Master Agreement (Purchase Schedule)
New Innovations	Software Licensing and Maintenance Agreement
Norstan Communications, Inc. d/b/a Black Box Network Services	Order Form
North American Healthcare Management Services	Revenue Cycle Management Proposal and Contract
Nuance Communication, Inc.	Term License
Olympus America Inc.	Equipment Service Agreements
Ortho-Clinical Diagnostics, Inc.	Master Agreement
Pacific Companies, Inc.	Physician Search Agreement
Paris Board of Public Utilities	Dark Fiber Lease Agreement
Paris Special School District	Physical Therapy Service for Paris Special School District 2019-2020
Paris Surgical Specialists, PLLC ("Clinic") Boyd & Lundberg Partnership ("Landlord")	Office and Expense Sharing Agreement
Park Medical Management, Inc.	Service Agreement
Park Place Technologies	Maintenance Service Agreement Addendum
Paycom	Month to Month Equipment Lease
PCS Managed Services	Contract
PEM Filings, Inc.	Filing Agent Rural Healthcare Agreement
PracticeMatch Corporation	License Agreement

Vendor	Contract Title
Professional Water Solutions	Service Agreement
Project Access West Tennessee	Hospital Participation Agreement
Q-Centrix LLC	Master Agreement
Radiology and Imaging Associates, Inc.	Professional Services Agreement with Addendums 1-6
Radiology Oncology Associates, P.C.	General Partnership Agreement of Cancer Care Center of Henry County
Refreshments of Tennessee, Inc.	Vending Service Contract
Registered Sleepers, Inc.	Contract for Provision of Services
Relevate Health Group Inc.	Statement of Work to Master Services Agreement
Richards, Randy MD (Tenant)	Lease (Medical Office, Equipment, and Personnel
Richardson, Meredith	CRNA Employment Agreement
Rural Health Pain Management, LLC	Independent Contractor Service Agreement
Savista	SOW for CDM Advisor Services
SCI Solutions	Agreement Cover Page Order Facilitators
SCI Solutions	Statement of Work
Selby Family Limited Partnership, The	Lease
Seratt, Meagan	CRNA Employment Agreement
Shared Hospital Services Corporation	Laundry Services Contract
Siemens Medical Solutions USA, Inc.	Advance Plan Premium Service Agreement
Simplicity, LLC	Consulting & Master Services Agreement
Sound Physicians Advisory Services, Inc.	Clinical Review Service Agreement
Southern X-Ray	Service Contract
Spiceland, Mark	Professional Services Agreement
Spinzig, Bruce MD - Hospitalist	Hospitalist Employment Agreement
St. Thomas	Patient Transfer Agreement
St. Thomas Medical Group, PLLC	Part-Time Lease
Stafford, Amber CRNA	CRNA Employment Agreement
Stryker Mako	Renewal of Stryker Mako Robotic System Service Agreement
Sweat, Steven	Weekend Contract Agreement
TCAT / Tennessee Board of Regents	Clinical Affiliation Agreement for Surg Tech Program
Tennessee College of Applied Technology at Paris	Clinical Affiliation Agreement
Tennessee Hospital Association	THA Health Information Network Agreement
Tosoh Biosciences, Inc.	Amendment No. 1 Reagent Rental Agreement Distributor Program
Town Square Care	Town Square Care Puryear, TN Patient Transfer Agreement
Trinity Healthcare Resources, LLC	Hawkeye DSH Calculator Services Agreement

Vendor	Contract Title
TriStar Health System, Inc.	Agreement for Provider Recruitment Consulting Services
Trust Healthcare Consulting Services, LLC	Master Services Agreement
Tucker, John	Employment Agreement
Tusa, Vince MD - Family / Internal Medicine; Pediatrics	Physician Employment Agreement
Universal Service Administrative Company	Third Party Authorization for the Rural Healthcare Program
Van Dyck ASC, LLC	Agreement for Patient Transfer
Vanderbilt University Medical Center	Site Agreement
Verizon	Enterprise Messaging for Non Public Safety
VersoGenics, Inc. d/b/a ComforceHealth	Appendix 1 - Statement of Work No. 2 Coding Services
Visual Edge IT, Inc.	Supplement - Master Agreement No. 1619468-000
Vizient, Inc.	Managed Care Consulting Services Agreement
Vizient, Inc.	Nondisclosure Agreement
VizionElite, LLC (dba VE Websites)	Work Order
Volunteer State Health Plan, Inc. dba BlueCare Tennessee	Ancillary Agreement
Vyair Medical 211, Inc.	Service Agreement: 72643
Watlington Brothers, Inc.	AIA Document A133 - 2019 Exhibit A
Waystar	Subscriber Agreement Exhibit A
WebMedx, Inc.	Agreement for Outsourced Transcription and Technology Services Between WebMedX, Inc & HCMC
WellSky Home Health & Hospice Corporation	Addendums to the Services Agreement
West Tennessee Bone & Joint	Surgical and Treatment Support Program Agreement
Yan, Hai MD - Hospitalist	Hospitalist Employment Agreement
Zimmer US, Inc.	Product Placement Agreement
ZixCorp Systems, Inc.	Service Agreement

Schedule 5.1(d)

Contracts

Vendor	Contract Title
3M Company	Master End User Agreement for 3M Software and Services
3M Health Information Systems, Inc.	Order Schedule No. 2
Abbott Rapid Diagnostics Informatics, Inc.	Exhibit A-3: License Agreement
Accruent	TMS OnLine Database Renewal Quote
Advanced Instruments, LLC	Advanced Care Service Agreement
Advanced Medical Billing, LLC	Billing and Consulting Services Agreement
Advanced Sterilization Products	ASP Sterrad Velocity Reader Promotional Agreement
AdvancedMD	Order Forms
Allscripts Healthcare, LLC	Paragon Extension and Add On Amendment
Altera Digital Health Inc. (successor in interest to Allscripts Healthcare)	Paragon Extension and Add On Amendment
AMERIGROUP TENNESSEE, Inc. dba AMERIGROUP Community Care	Participating Provider Agreement
Ascension Health Resource and Supply Management Group, LLC	Amended and Restated GPO Participation Agreement Non-Affiliated Healthcare
Ascension Health Resources and Supply Management Group, LLC	Amended and Restated Master Services Agreement
Associated Pathologist, LLC d/b/a PathGroup	Pathology Services Agreement
AT&T	Disconnect Existing AT&T MIS Service
AT&T	AT&T Dedicated Internet and Voice Bundle Agreement
AT&T	AT&T Internet Agreement - Pricing Schedule
Austin Peay State University	Clinical/Practicum Affiliation Agreement (RN to BSN Program)
Austin Peay State University	Clinical/Practicum Affiliation Agreements
Baxter Healthcare Corporation	Vaporizer Placement Agreement
Beddles, John W., MD	Physician Employment Agreement
Bethel University	Affiliating Agency Agreement
Bethel University	Athletic Training Program Affiliation Agreement/Contract
BlueCare Tennessee	Institution Agreement
BlueCross Blue Shield of Tennessee	Commercial Institution Agreement
Boyd, Lundenburg and Compton Partnership	Lease Agreement
Boyd, Russell	Lease
Bracco Diagnostics, Inc.	Letter Agreement
Brentwood Services Administrators, Inc.	Agreement to Provide Specified Third Party Administrator

Vendor	Contract Title
	Services
Bridges Family Center, LLC	EAP Provider Agreement
Canon Financial Services, Inc.	Lease Agreement (#1655023)
Canon Medical Systems USA, Inc.	Service Agreements
Carruth, James, MD (Pulmonologist)	Physician Employment Agreement (non-hospital setting)
Carter, Cary	CRNA Employment Agreement
CDM Advisor (maybe)	SOW for CDM Advisor Services
Change Healthcare Technologies, LLC	Amendment to the Agreement for Clearance Estimator Patient Direct
Charter Communications Operating, LLC (Spectrum Enterprise)	Service Order
CHC Affiliates	Solution Order to Financial Services Agreement
CHG-Meridian USA Corp.	CHG Lease Agreement (#2604094); Also Amendment 1 (correcting name) and list of product.
Church, Annamaria MD	Physician Employment Agreement
Cigna Health and Life Insurance Company	Client Specific Pharmacy Arrangement Administration Agreement (Amendment to ASO Agreement)
Cigna Health and Life Insurance Company	Letter of Agreement for Participation in the Henry County Medical Center Client-Specific Network
CISCO Systems Capital Corporation	Lease Agreement Ref# TFV101010
Cisco, Carl	CRNA Employment Agreement
Cole, Jeremiah	CRNA Employment Agreement
Coleman, Andrew MD - Family / Internal Medicine; Pediatrics	Physician Employment Agreement
CompHealth	Agreement for Physician Locum Tenens Coverage Fees in Confirmation
Compton, Ray MD - General Surgeon	General Surgeon Employment Agreement
Consilium Staffing, LLC	Agreement for Locum Tenens Coverage
Corneal, Lisa	Weekend Contract Agreement
Craig, Danielle NP - Clinic	Nurse Practitioner (NP/APP)
Crosser, Crystal APRN - Hospital; HCMC Anesthesia Department	Nurse Practitioner / PA Employment Agreement
Cunningham, Kerri	CRNA Employment Agreement
Cutright, Mark MD	Physician Employment Agreement
CVS Services Agreement	Pharmacy Services Agreement
Davidson, Mary Jo	Weekend Contract Agreement
Davidson, Samantha PA-C - Clinic; Eagle Creek Clinic	Nurse Practitioner / PA Employment Agreement

Vendor	Contract Title
Dearing, Hannah PA-C - Clinic; Paris Surgical Specialists	Nurse Practitioner/PA Employment Agreement (Non-Hospital Setting)
Denisa Cate, MS, RDN, LDN	HCMC Agreement with Registered Dietitian
Devicor Medical Products, Inc. d/b/a Mammutone	Service Plan Agreement
Diagnostica Stago Inc.	Agreement for the Supply of Reagents & Disposables, Instruments & Service under the Max Care Promotion
Dietitian Associates, Inc.	Consultant Dietitian Service Agreement
DocASAP	Business Associate Agreement
Dornier MedTech	Dynamic Care Response Service and Supplies Contract
DRNS Software Solutions, LLC	Local Number Port Request Form
Dyersburg State	Medical Center Usage Agreement
Dyersburg State Community College	Clinical Affiliation Agreement
Eagle Creek Emergency Group, PC	Letter of Agreement
Eagle Creek Emergency Group, PC	Emergency Department Agreement
Eagle Creek Plaza	Commercial Lease
Emory University	Affiliation Agreement
Equisys Inc.	Sales Quote: SQUO10884
Evans, Pamela MD - Gynecologist	Physician Employment Agreement
Executive Health Resources, Inc.	Standard Services Agreement
Farms at Puryear, The	Professional Services Agreement
FormFast LLC	Software License Service Agreement
Foust, Lindsay DPM	Physician Employment Agreement
Fultz, Austin CRNA	CRNA Employment Agreement
Gallimore, Grant MD - Hospitalist	Employment Agreement
Garcia, Henry	CRNA Employment Agreement
GE Precision Healthcare LLC	GE Healthcare Service Quotation (ID # 5A2433B)
Gibson, Alycia PA-C - Clinic; wound care	Nurse Practitioner/PA Employment Agreement (Non-Hospital Setting)
Global Healthcare Exchange, LLC	Amendment
Global Healthcare Services, Inc.	Retained Search Fee Agreement
Go, Virginia MD - Hospitalist	Hospitalist Employment Agreement
Graphium Health	Service Agreement
Greene, Wendy CRNA	CRNA Employment Agreement
Greenway Health	Master Agreement
Griffis, Jessica	Premium Pay Agreement
Guess, Chris	CRNA Employment Agreement

Vendor	Contract Title
Haemonetics Corporation	Master Agreement
Hardin, Eva	CRNA Employment Agreement
Harrison, Terry MD - Family / Internal Medicine; Pediatrics	Physician Employment Agreement
Harrison, Terry MD (Landlord)	Lease
Hatley, Bridget	Weekend Contract Agreement
HCMC Holding Company, LLC	Operating Agreement of HCMC Holding Company
Health Carousel, LLC d/b/a Passport USA	International Staffing Agreement
Healthcare Business Insights, LLC	Membership Agreement
HealthcareSource HR, Inc.	Order Form to HealthcareSource Software and Services
HealthSCOPE Benefits, Inc.	Amendment
HealthStream, Inc.	Services and License Agreement
HealthStream, Inc.	Master Service Agreement
Henry County Healthcare Center	Alternate Location Agreement
Henry County Healthcare Center	Agreement for Patient Diagnostic Services
Henry County Schools	Agreement Between Long-Term Care Facility and Private Entity Program
Henry County Sheriff's Department	Agreement to Provide Medical Center with Security
Hensley, Connie	Weekend Contract Agreement
Henson Group	CSP and Product Agreement
Henson Group	Master Services Agreement
Herzing University	Memorandum of Understanding for Health Care Clinical Experience
Higgins, Megan MD	Physician Employment Agreement - 6 files attached
Hilton, Dave d/b/a Eagle Creek Plaza	Commercial Lease
Hiscall, Inc.	Premise Based Phone System Solution
Hobart Service, ITW Food Equipment Group, LLC	Hobart Service Agreement
Hollingsworth, Kelli	Weekend Contract Agreement
Hologic, Inc.	Service Agreement & Quotes
Hudson, James, MD - Family / Internal Medicine; Pediatrics	Physician Employment Agreement
Imprivata	Renewal Quote
InstaMed	Order Form Addendum - KYC - Individual Ownership/Controller Certification
Integrative Health Centers, Inc.	Professional Services Agreement
Interlink Cloud Advisors	Interlink Quote
Intuitive Surgical, Inc.	Use, License & Services Agreement
Intuitive Surgical, Inc.	Lease Agreement

Vendor	Contract Title
Itria Ventures, LLC	Loan Agreement for Paycheck Protection Program Loan
J2A Systems, LLC	Client Agreement (consulting)
Jackson State Community College	Clinical Affiliation Agreements
Jarrad Phillips Cate & Hancock, Inc.	Consulting Services Agreement
Jett's Specialty Contracting, LLC	Maintenance Proposal
Johnson, Shon	Retainer Letter
K&L Gates LLP	Terms of Engagement for Legal Services
Kentucky Community and Technical College System	Memorandum of Agreement
Kentucky Lake Urology Clinic	Management Services Agreement
Kinnser Software, Inc.	Services Agreement
KLSC Properties, LLC	Leases
Kone, Inc.	KONE Care Maintenance Agreement
Konica Minolta	Blue Moon Lifecycle Agreement
Laboratory Corporation of American Holdings	Laboratory Interface System Agreement
Laboratory Corporation of American Holdings	Patient Specimen Collection Services Agreement
Laborie Medical Technologies Corp.	Support and Maintenance Services Agreement
Larkins, Heather FNP and Megan Higgins, MD	Advanced Practice Provider and Physician Agreement
LBMC, PC	Master Services Agreement & Statement of Work - Reimbursement Support Services
Leasing Associates of Barrington	Lease Agreements
Level (3) Communications	Standard Letter of Agency Document
Lifeline Blood Services	Blood Service Agreement
Loines, Cindy	CRNA Employment Agreement
Lundberg, Christian FNP - Clinic	Employment Contract Attachment A
Main Street Rural Health ACO, LLC	ACO Participation Agreement
MAKO Surgical Corp.	TKA Addendum to Equipment Purchase Agreement
Massey, Annie Kate PA-C - Clinic	Nurse Practitioner/PA Employment Agreement (Non-Hospital Setting)
Maxxguard Incorporated	Agreement
McBee, a division of Netsmart Technologies, Inc.	Statement of Work OASIS and Coding Services
MCG Health, LLC	Master License Agreement
MCG Health, LLC	Business Associate Agreement
McKesson	Provider Technologies Agreement
MD Services TN	Stock and Bill Agreement
Medbridge	Order Form (Quote # Q-02392)
Medical Staffing Solutions, Inc.	Master Services Agreement for Supplemental and Temporary

Vendor	Contract Title
	Staffing of Health Care Professionals
Medtronic USA, Inc. (for its Medtronic Transformative Solutions Products)	Disposable Pricing Agreement
Memphis Medical Society	Hospital Participation Agreement
Mend VIP, Inc.	Master Service Agreement
Miller, Adam	CRNA Employment Agreement
Mobley III, Joe MD	Physician Employment Amendment
Moss, Peggy Lachelle FNP - Clinic	APP Employment Agreement (Non-Hospital Setting)
MSCB, Inc.	Insurance Follow Up Proposal
Murray State University	Contract
MXR Imaging, Inc.	Service Contract
Mypoint, Inc.	Mobile App Terms of Use
Nashville State Community College	Clinical Affiliation Agreement
National ACO LLC	Next Generation Preferred Provider Agreement
Navicare, Inc.	Navicare License Agreement
Net Health Systems, Inc.	Exhibit A to Master Agreement (Purchase Schedule)
New Innovations	Software Licensing and Maintenance Agreement
Norstan Communications, Inc. d/b/a Black Box Network Services	Order Form
North American Healthcare Management Services	Revenue Cycle Management Proposal and Contract
Nuance Communication, Inc.	Term License
Olympus America Inc.	Equipment Service Agreements
Ortho-Clinical Diagnostics, Inc.	Master Agreement
Pacific Companies, Inc.	Physician Search Agreement
Paris Board of Public Utilities	Dark Fiber Lease Agreement
Paris Special School District	Physical Therapy Service for Paris Special School District 2019-2020
Paris Surgical Specialists, PLLC ("Clinic") Boyd & Lundberg Partnership ("Landlord")	Office and Expense Sharing Agreement
Park Medical Management, Inc.	Service Agreement
Park Place Technologies	Maintenance Service Agreement Addendum
Paycom	Month to Month Equipment Lease
PCS Managed Services	Contract
PEM Filings, Inc.	Filing Agent Rural Healthcare Agreement
PracticeMatch Corporation	License Agreement
Professional Water Solutions	Service Agreement

Vendor	Contract Title
Project Access West Tennessee	Hospital Participation Agreement
Q-Centrix LLC	Master Agreement
Radiology and Imaging Associates, Inc.	Professional Services Agreement with Addendums 1-6
Radiology Oncology Associates, P.C.	General Partnership Agreement of Cancer Care Center of Henry County
Refreshments of Tennessee, Inc.	Vending Service Contract
Registered Sleepers, Inc.	Contract for Provision of Services
Relevate Health Group Inc.	Statement of Work to Master Services Agreement
Richards, Randy MD (Tenant)	Lease (Medical Office, Equipment, and Personnel
Richardson, Meredith	CRNA Employment Agreement
Rural Health Pain Management, LLC	Independent Contractor Service Agreement
Savista	SOW for CDM Advisor Services
SCI Solutions	Agreement Cover Page Order Facilitators
SCI Solutions	Statement of Work
Selby Family Limited Partnership, The	Lease
Seratt, Meagan	CRNA Employment Agreement
Shared Hospital Services Corporation	Laundry Services Contract
Siemens Medical Solutions USA, Inc.	Advance Plan Premium Service Agreement
Simplicity, LLC	Consulting & Master Services Agreement
Sound Physicians Advisory Services, Inc.	Clinical Review Service Agreement
Southern X-Ray	Service Contract
Spiceland, Mark	Professional Services Agreement
Spinzig, Bruce MD - Hospitalist	Hospitalist Employment Agreement
St. Thomas	Patient Transfer Agreement
St. Thomas Medical Group, PLLC	Part-Time Lease
Stafford, Amber CRNA	CRNA Employment Agreement
Stryker Mako	Renewal of Stryker Mako Robotic System Service Agreement
Sweat, Steven	Weekend Contract Agreement
TCAT / Tennessee Board of Regents	Clinical Affiliation Agreement for Surg Tech Program
Tennessee College of Applied Technology at Paris	Clinical Affiliation Agreement
Tennessee Hospital Association	THA Health Information Network Agreement
Tosoh Biosciences, Inc.	Amendment No. 1 Reagent Rental Agreement Distributor Program
Town Square Care	Town Square Care Puryear, TN Patient Transfer Agreement
Trinity Healthcare Resources, LLC	Hawkeye DSH Calculator Services Agreement
TriStar Health System, Inc.	Agreement for Provider Recruitment Consulting Services

Vendor	Contract Title
Trust Healthcare Consulting Services, LLC	Master Services Agreement
Tucker, John	Employment Agreement
Tusa, Vince MD - Family / Internal Medicine; Pediatrics	Physician Employment Agreement
Universal Service Administrative Company	Third Party Authorization for the Rural Healthcare Program
Van Dyck ASC, LLC	Agreement for Patient Transfer
Vanderbilt University Medical Center	Site Agreement
Verizon	Enterprise Messaging for Non Public Safety
VersoGenics, Inc. d/b/a ComforceHealth	Appendix 1 - Statement of Work No. 2 Coding Services
Visual Edge IT, Inc.	Supplement - Master Agreement No. 1619468-000
Vizient, Inc.	Managed Care Consulting Services Agreement
Vizient, Inc.	Nondisclosure Agreement
VizionElite, LLC (dba VE Websites)	Work Order
Volunteer State Health Plan, Inc. dba BlueCare Tennessee	Ancillary Agreement
Vyair Medical 211, Inc.	Service Agreement: 72643
Watlington Brothers, Inc.	AIA Document A133 - 2019 Exhibit A
Waystar	Subscriber Agreement Exhibit A
WebMedx, Inc.	Agreement for Outsourced Transcription and Technology Services Between WebMedX, Inc & HCMC
WellSky Home Health & Hospice Corporation	Addendums to the Services Agreement
West Tennessee Bone & Joint	Surgical and Treatment Support Program Agreement
Yan, Hai MD - Hospitalist	Hospitalist Employment Agreement
Zimmer US, Inc.	Product Placement Agreement
ZixCorp Systems, Inc.	Service Agreement



UNITED STATES OF AMERICA

U.S. Department of Justice
Western District of Tennessee

CIVIL INVESTIGATIVE DEMAND Documentary Material and Written Interrogatories

To: Custodian of Records
HENRY COUNTY MEDICAL CENTER
301 Tyson Avenue
Paris, Tennessee 38242

CID No.: 24-0003

This Civil Investigative Demand is issued pursuant to the False Claims Act, 31 U.S.C. §§ 3729-3733, in the course of a False Claims Act investigation to determine whether there is or has been a violation of 31 U.S.C. § 3729. The False Claims Act investigation concerns allegations that Henry County Medical Center violated § 3729(a)(1)(A) and/or § 3729(a)(1)(B) by knowingly causing federal health programs to pay for air ambulance transports that were medically unnecessary pursuant to 42 U.S.C.A. § 1395m(14).

This Demand requires you to provide documents and answers to the attached written interrogatories to the Federal Government. This is the original of the Demand; no copies have been served on other parties. The information and documents provided in response to this Demand may be shared, used, and disclosed as provided by 31 U.S.C. § 3733.

YOU ARE COMMANDED to produce the following documentary material in your possession, custody or control: **SEE ATTACHMENTS A-E.**

Date of Production: Within 21 days of service of this Demand.

Place of Production: Office of the United States Attorney
167 N. Main St. Suite 800
Memphis, TN 38103

Special Instructions: The documentary material may be made available to Assistant U.S. Attorney Sarah Pazar Williams, United States Attorney's Office, Western District of Tennessee, 167 N. Main St., Suite 800, Memphis, TN 38103, Sarah.Williams2@usdoj.gov, or Edward Miller, Special Agent, Department of Health & Human Services, Office of Investigations, Edward.Miller@oig.hhs.gov. If you have any questions, you may contact AUSA Sarah Pazar Williams or Special Agent Edward Miller.

IN TESTIMONY WHEREOF

The undersigned official of the U.S. DEPARTMENT OF JUSTICE, has hereunto set his hand.

(SIGNATURE)

Issued under the authority of 31 U.S.C. § 3733

Failure to comply with the requirements of this subpoena will render you liable to proceedings in U.S. district court to enforce the subpoena and to punish default or disobedience.

NAME, ADDRESS AND PHONE NUMBER OF ASSISTANT U.S. ATTORNEY

Sarah Pazar Williams
Assistant United States Attorney
167 N. Main St. Suite 800
Memphis, TN 38103
(901) 544-4231

CID No. 24-0003

ATTACHMENT A

Instructions

1. **Relevant Time Period:** Unless otherwise stated in any specific request below, the relevant time period for each request is January 1, 2018 through the date of service of this Civil Investigative Demand.

2. These requests apply to all documentary material in your possession, custody, or control regardless of their location and regardless of whether such documents are held by your attorneys, consultants, accountants, investigators, representatives or agents, in-house IT specialists and technicians, IT specialists and technicians to whom digital services have been out-sourced, or any other person acting on your behalf.

3. These requests are continuing in nature. If you become aware of or acquire possession, custody, or control of additional responsive documents, you shall promptly produce such additional documents for inspection and copying.

4. If any documents are withheld based upon a claim of privilege, work product doctrine, or any other protection from discovery:

- (a) identify the document in writing;
- (b) state the privilege(s), work product doctrine(s), or other protection(s) from discovery relied upon for withholding the document; and
- (c) state all facts supporting the claim of privilege(s), work product doctrine(s), or other protection(s) from discovery.

5. If any document otherwise responsive to this Demand is not produced because it was lost, destroyed, or discarded:

- (a) identify the document by type, date, and title;
- (b) identify the person who last had custody or control over the document;
- (c) state the date on which the document was destroyed or was discovered to have been lost;
- (d) if the document was destroyed, state why it was destroyed and identify the person(s) who destroyed it;
- (e) if the document was lost, describe the circumstances in which its loss was discovered, state the date that it was last seen or otherwise accounted for, and

- identify the person(s) who discovered its loss and who last saw or otherwise accounted for it;
- (f) identify all persons who have knowledge pertaining to the destruction or loss of the document, giving a concise but complete statement of the knowledge you claim each such person has;
 - (g) identify all persons who have knowledge of the contents of each lost or destroyed document, giving a concise but complete statement of the knowledge you claim each such person has; and
 - (h) produce all existing indices, lists, or other documents in your possession, custody, or control that reflect the existence of such lost or destroyed documents, and/or their transfer or destruction.

6. When providing the name of an individual in response to this Demand or individuals identified pursuant to Instruction 5 above, provide the individual's last known address, telephone number, email address, or other contact information, as well as the individual's relationship to you. If the individual is or was an employee, provide the individual's title and dates of employment.

CID No. 24-0003

ATTACHMENT B

Definitions

1. "You" or "your" shall mean **Henry County Medical Center ("HCMC")** and any person acting on its behalf, including but not limited to attorneys, consultants, accountants, investigators, representatives or agents.

2. "Communication" means any transmission or exchange of information between two or more persons orally or in writing and includes, without limitation, any conversation or discussion, whether face-to-face or by means of telephone or other media, whether by chance or design.

3. "Documentary material," "document," or "documents" shall mean all writings, recordings, papers, tangible things, or electronically produced or stored matters of any kind whatsoever, including but not limited to all originals and non-identical copies or reproductions of all records, paper, communication, tabulation, chart, diaries, appointment books, calendars, schedules, journals, notes, memoranda, reports, minutes, notices, charts, graphs, tables, bulletins, financial statements, balance sheets, asset lists, ledgers, letters, correspondence of any kind, contracts, agreements, negotiable instruments, time records, bills, invoices, pay slips, notepads, notebooks, postcards, telegrams, facsimiles, telexes, films, microfilms, photographs, videotapes, slides, motion pictures, diagrams, models, drawings, recordings, tapes, transcriptions, books, publications, phone records, electronic mail, voice mail, computer files (or any other information or data compilations stored in or accessible through computer or other information retrieval systems, together with instructions and all other materials necessary to use or interpret such data compilations), and other things, whether prepared by handwriting, printing, typing, photostating, photographing, electronic recording, or any other means of recording, communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof.

4. "Relating to" or "relate" shall mean consisting of, referring to, reflecting, supporting, evidencing, prepared in connection with, used in preparation for, or being in any way legally, logically, or factually connected to the matter discussed.

5. "And," "or," and "and/or" shall be construed either disjunctively or conjunctively so as to bring within the scope of these document requests any information which might otherwise be construed as outside their scope.

6. The singular and plurals forms of any word shall be construed interchangeably so as to bring within the scope of these document requests any information which might otherwise be construed as outside their scope.

CID No. 24-0003

ATTACHMENT C

Collection of Electronically Stored Information (ESI)

1. Document Production

All ESI should be produced according to the specifications stated herein to ensure that all responsive data and metadata are preserved in the collection process.

Hard-copy documents should be scanned and produced as searchable PDFs, and OCR'd using standard COTS products to the extent possible. Documents containing handwriting should be produced as PDFs with all handwritten portions visible and unobstructed, and with contrast adjusted to ensure readability.

2. Document Hold

All responsive documents must be preserved during the pendency of this investigation, and must not be deleted or discarded, notwithstanding any otherwise-applicable document retention policies. During the pendency of this investigation, original hard-copy documents must be preserved in their original form and organization, and any electronic files must be preserved in their native format, including any and all metadata. All applicable metadata is subject to production on request and therefore must be preserved.

3. Specification Modifications

Any modifications or deviations from the specifications stated herein may be done only with the express permission of the government and these modifications or deviations should be communicated to the government and approved by the government in written form. Any responsive data or documents that exist in locations or native forms not discussed in these Production Specifications remain responsive and, therefore, arrangements should be made with the government to facilitate their production.

4. Production Format of ESI and Imaged Hard Copy

All ESI, except as outlined below in sections 5 – 18, shall be rendered to searchable PDF format.

a. Image File Format:

All images, paper documents scanned to images, or rendered ESI, shall be produced as searchable PDFs. Images should be uniquely and sequentially Bates numbered and unless otherwise specified, Bates numbers should be an endorsement on each image.

- Each Bates number shall be a standard length, include leading zeros in the number, and be unique for each produced page.

- Images shall be OCR'd using standard COTS products.
- All pages of a document or all pages of a collection of documents that comprise a folder or other logical grouping, including a box, shall be delivered on a single piece of media.

5. Hidden Text

All hidden text (e.g. track changes, hidden columns, mark-ups, notes) shall be expanded and rendered in the image file. For files that cannot be expanded the native files shall be produced with the image file.

6. Embedded Files

All non-graphic embedded objects (Word documents, Excel spreadsheets, .wav files, etc.) that are found within a file shall be extracted and produced. For purposes of production, the embedded files shall be treated as attachments to the original file, with the parent/child relationship preserved.

7. Image-Only Files

All image-only files (non-searchable .pdfs, multi-page .tiffs, Snipping Tool and other screenshots, etc., as well as all other images that contain text) shall be produced with associated OCR text to the extent possible.

8. Encrypted Files

Any data (whether individual files or digital containers) that is protected by a password, encryption key, digital rights management, or other encryption scheme, shall be decrypted prior to processing for production.

- a. The unencrypted text shall be extracted and provided per section 2.c. The unencrypted files shall be used to render images and provided per sections 2.a and 2.b. The unencrypted native file shall be produced pursuant to sections 10-20.
- b. If such protected data is encountered but unable to be processed, each file or container shall be reported as an exception in the accompanying Exception Report (pursuant to section 26) and shall include all available metadata associated with the data, including custodian information.

9. Production of Imaged Hard Copy Records

All imaged hard copy material shall reflect accurate document unitization including all attachments and container information.

- a. Unitization in this context refers to identifying and marking the boundaries of documents within the collection, where a document is defined as the smallest physical fastened unit within a bundle. (e.g., staples, paperclips, rubber bands, folders, or tabs in a binder).
- b. The first document in the collection represents the parent document and all other documents will represent the children.
- c. All documents shall be produced in black and white PDF format unless the image requires color. An image requires color when color in the document adds emphasis to information

in the document or is itself information that would not be readily apparent on the face of a black and white image. Images identified as requiring color shall be produced as color 300 dpi single-page JPEG files.

- d. All objective coding (e.g., document date or document author) should be discussed and produced to the government as additional metadata/database fields.

10. Production of Spreadsheets and Presentation Files

All spreadsheet and presentation files (e.g. Excel, PowerPoint) shall be produced in the unprocessed "as kept in the ordinary course of business" state (i.e., in native format), with an associated placeholder image. See section 18 below. The file produced should maintain the integrity of all source, custodian, application, embedded and related file system metadata. No alteration shall be made to file names or extensions for responsive native electronic files.

11. Production of E-mail Repositories

E-mail repositories, also known as e-mail databases (e.g., Outlook PST, Lotus NSF, etc.), can contain a variety of items, including: messages, calendars, contacts, tasks, etc. For purposes of production, responsive items shall include any and all metadata, all parent items (mail, calendar, contacts, tasks, notes, etc.) and child files (attachments of files to e-mail or other items) with the parent/child relationship preserved. Our preferred format for e-mail productions is PST. E-mail should NOT be provided in X400 or X500 format. Metadata must not be deleted or altered prior to production. E-mail databases from systems other than Microsoft Exchange shall be produced after consultation with and written consent of the government about the format for the production of such databases.

12. Production of Items Originally Generated in E-mail Repositories but Found and Collected Outside of E-mail Repositories, i.e., "Stand-alone" Items

Any parent e-mail or other parent items (e.g., calendar, contacts, tasks, notes, etc.) found and collected outside of e-mail repositories (e.g., items having extensions .msg, .htm, .mht, etc.), shall be produced with the "Loose E-mail" metadata fields outlined in section 3, including but not limited to any attachments, maintaining the family (parent/child) relationship.

13. Production of Instant Messenger (IM), Voicemail Data, Audio Data, Video Data, etc.

The responding party shall identify, collect, and produce any and all data which is responsive to the requests which may be stored in audio or video recordings, cell phone/PDA/Blackberry/smart phone data, tablet data, voicemail messaging data, instant messaging, text messaging, conference call data, video/audio conferencing (e.g., GoTo Meeting, WebEx), and related/similar technologies. However, such data, logs, metadata or other files related thereto, as well as other less common but similar data types, shall be produced after consultation with and written consent of the government about the format for the production of such data.

14. Production of Social Media

Prior to any production of responsive data from social media (e.g., Twitter, Facebook, Google+, LinkedIn, etc.) the producing party shall first discuss with the government the potential export formats before collecting the information.

15. Production of Structured Data

Prior to any production of responsive data from a structured database (e.g., Oracle, SAP, SQL, MySQL, QuickBooks, etc.), the producing party shall first identify the database type and version number, provide the database dictionary and any user manuals, or any other documentation describing the structure and/or content of the database and a list of all reports that can be generated from the database. The list of reports shall be provided in native Excel (.xls or .xlsx) format.

16. Production of Structured Data from Proprietary Applications

Prior to any production of structured data from proprietary applications (e.g., proprietary timekeeping, accounting, sales rep call notes, CRMs, SharePoint etc.) the producing party shall first provide the database dictionary and a list of all reports that can be generated from the structured database. The list of reports shall be produced in native Excel (.xls or .xlsx) format.

17. Production of Photographs with Native File or Digitized ESI

Photographs shall be produced as single-page JPEG files with a resolution equivalent to the original image as they were captured/created, and metadata should be preserved.

18. Production of ESI from Non-PC or Non-Windows-based Systems

If responsive ESI is in non-PC or non-Windows-based Systems (e.g., Apple, IBM mainframes, and UNIX machines, Android device, etc.), the ESI shall be produced after discussion with and written consent of the government about the format for the production of such data.

19. Bates Number Convention

All images should be assigned Bates numbers before production to the government. The numbers should be endorsed on the actual images. Native files should be assigned a single Bates number for the entire file. The Bates number shall not exceed 30 characters in length and shall include leading zeros in the numeric portion. The Bates number shall be a unique number given to each page (when assigned to an image) or to each document (when assigned to a native file). If the government agrees to a rolling production, the numbering convention shall remain consistent throughout the entire production. There shall be no spaces between the prefix and numeric value.

20. Media Formats for Storage and Delivery of Production Data

Electronic documents and data shall be delivered on any of the following media:

- a. CD-ROMs and/or DVD-R (+/-) formatted to ISO/IEC 13346 and Universal Disk Format 1.02 specifications; Blu-ray.
- b. External hard drives (USB 3.0 or higher, Firewire or eSATA, formatted to NTFS format specifications) or flash drives.
- c. Storage media used to deliver ESI shall be appropriate to the size of the data in the production.
- d. Media should be labeled with the case name, production date, Bates range, and producing party.

21. Virus Protection and Security for Delivery of Production Data

Production data shall be free of computer viruses. Any files found to include a virus shall be quarantined by the producing party and noted in a log to be provided to the government. Password protected or encrypted files or media shall be provided with corresponding passwords and specific decryption instructions. No encryption software shall be used without the written consent of the government.

22. Compliance and Adherence to Generally Accepted Technical Standards

Production shall be in conformance with standards and practices established by the National Institute of Standards and Technology ("NIST" at www.nist.gov), U.S. National Archives & Records Administration ("NARA" at www.archives.gov), American Records Management Association ("ARMA International" at www.arma.org), American National Standards Institute ("ANSI" at www.ansi.org), International Organization for Standardization ("ISO" at www.iso.org), and/or other U.S. Government or professional organizations.

CID No. 24-0003

ATTACHMENT D

Written Interrogatories

1. Identify all entities who provided air or ground ambulance services to HCMC at any time for the Relevant Time Period.
2. For the Relevant Time Period, identify all health care providers who ordered a patient insured through Medicare, Medicaid, Tricare, or other federal program be transported via air ambulance from HCMC to any other hospital. If any of those health care providers are not employed by HCMC, identify the employer of each provider.
3. For the Relevant Time Period, identify all HCMC patients who were insured through Medicare, Medicaid, Tricare, or other federal program who were transferred from HCMC to another hospital via air ambulance and state the total number of air ambulance transfers made during that time. Of those transfers, identify how many were completed by Air Evac, EMC, Inc. ("Air Evac").
4. For the Relevant Time Period, state how many ground ambulance hospital-to-hospital transfers originating from HCMC for patients insured through Medicare, Medicaid, Tricare, or other federal programs were ordered. Of those transfers, identify how many were completed by American Medical Response ("AMR").
5. For each year during the Relevant Time Period, state whether HCMC has a contract for services with Air Evac or AMR, further stating:
 - a. The nature of each contract, including the goods or services to be exchanged;
 - b. The effective date and term of each contract;
 - c. Whether any payments have been exchanged pursuant to each contract and, if so, how and through what financial institutions those payments were made.
6. Identify the individuals who participated or were in any way involved in the decision to enter into any contract identified in response to Interrogatory No. 5.
7. Describe the process for ordering, approving, requesting, certifying, and completing a hospital-to-hospital transfer originating from HCMC. In the description, explain how a determination is made as to whether to request transport by ground or by air. If the process has changed at any point within the Relevant Period, explain how. If the process differs depending on the ambulance service entity and/or the ordering health care provider, explain how.
8. Identify and describe any bonus or incentive program(s) within the Relevant Time Period for any health care provider at HCMC in which a bonus, increased compensation, or other award or incentive is/was achieved.

9. For any program identified in your response to Interrogatory No. 8, identify all health care providers who received such a bonus or incentive during the Relevant Time Period.

10. For each year during the Relevant Time Period, identify all persons or entities who conducted training for HCMC's physicians, nurses, or other health care providers relating to hospital-to-hospital transfers, physician certification for air ambulance transfers, medical necessity for air ambulance hospital-to-hospital transfers, compliance with 42 U.S.C.A. § 1395m(14), or HCMC policies relating to any of these issues. For each person or entity identified, state:

- a. the time periods in which the training was performed;
- b. the locations of the training;
- c. the nature of the training;
- d. identify any document provided to those who attended the training;
- e. provide each person or entity's last known contact information.

CID No. 24-0003
Declaration of Compliance
(Interrogatories)

I have responsibility for answering the written interrogatories required by Civil Investigative Demand No. 24-0003. I hereby certify that all the information required by the Civil Investigative Demand and in the possession, custody, control, or knowledge of the entity to whom the Civil Investigative Demand is directed has been submitted. To the extent information has not been furnished, the information is identified and the reasons why the information was not furnished are set forth with particularity.

If any such information has not been produced because of a lawful objection, the objection to the interrogatory and the reasons for the objection have been stated.

I declare under penalty of perjury under the laws of the United States of America (28 U.S.C. § 1746) that the forgoing is true and correct.

Executed on _____
Date Signature

Title

CID No. 24-0003

ATTACHMENT E

Documentary Material Requests

1. All documents concerning the record retention policy for HCMC, including the record retention policy itself.
2. Any and all document(s) evidencing or referencing an agreement and/or contract between Air Evac and HCMC, including any such agreement(s) or contract(s) themselves.
3. Any and all document(s) evidencing or referencing an agreement and/or contract between AMR and HCMC, including any such agreement(s) or contract(s) themselves.
4. All document(s) evidencing payments received by Air Evac or AMR from HCMC and/or Henry County, Tennessee within the Relevant Time Period.
5. All document(s) evidencing payments from Air Evac or AMR to HCMC and/or Henry County, Tennessee within the Relevant Time Period.
6. For all patients identified in the response to Interrogatory No. 3, provide their complete HCMC record for every visit to HCMC that resulted in a transfer by air ambulance, including medical record, administrative record, billing record, Physician Certification Statement(s), authorization(s), transfer order(s), and any other related documentation.
7. All guidance, training materials, and/or correspondence provided to physicians, nurses, or other health providers at HCMC within the Relevant Time Period, including amended and revised versions, regarding physician certification for air ambulance transfers and/or determination that (a) air transport is medically necessary and/or (b) the patient's condition is such that transport by land poses a threat to the patient's survival and/or seriously endangers the patient's health.
8. All HCMC policies, procedures, or guidelines, including amended and revised versions, regarding (a) hospital-to-hospital transfers, (b) ordering air ambulance transport from HCMC; (c) physician certification of air ambulance transport; (d) compliance with 42 U.S.C.A. § 1395m(14), and (e) receiving hospital auto-accept criteria for hospital-to-hospital transports. Include any policies and procedures referenced or identified in your response to Interrogatory No. 7.
9. All documents showing or referencing communication or correspondence with any employee, agent, or representative of Air Evac or AMR.
10. All documents identified in, referred to, or used to respond to any of the above Written Interrogatories.

CID No. 24-0003
Declaration of Compliance
(Documentary Material)

I have responsibility for producing the documentary material required by Civil Investigative Demand No. 24-0003. I hereby certify that all the documentary material required by the Civil Investigative Demand and in the possession, custody, or control of the entity to whom the Demand is directed has been produced and made available to the false claims law investigator or custodian identified in the Demand.

If any such material has not been produced because of a lawful objection, the objection to the document request and the reasons for the objection have been stated.

I declare under penalty of perjury under the laws of the United States of America (28 U.S.C. § 1746) that the forgoing is true and correct.

Executed on _____
Date Signature

Title

Schedule 5.1(g)

Medical Staff Matters

None.

Schedule 5.1(h)

Licenses

Licensee	License Description	License No.	Issuing Authority	Expiration Date
Henry County Medical Center	Pediatric Basic Hospital General Hospital	0000000057	Healthcare Facilities	8/21/2024
Henry County Medical Center	Inpatient Hospital Accreditation	7898	JCAHO	2/7/2027
Henry County Medical Center	Ambulatory Health Care Accreditation	7898	JCAHO	2/27/2027
Henry County Medical Center	Home Care Accreditation	7898	JCAHO	2/9/2027
Henry County Medical Center	Total Knee Accreditation	7898	JCAHO	3/8/2025
Henry County Medical Center	Total Hip Accreditation	7898	JCAHO	3/8/2025

Board for Licensing Health Care Facilities



License No. 000000057
No. of Beds 0142

This is to certify, that a license is hereby granted by the Health Facilities Commission to

HENRY COUNTY HOSPITAL DISTRICT *to conduct and maintain a*

Hospital HENRY COUNTY MEDICAL CENTER

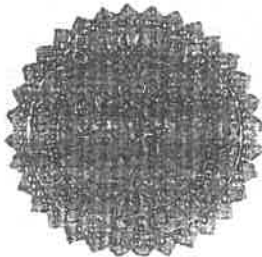
Located at 301 TYSON AVENUE, PARIS

County of HENRY, *Tennessee.*

This license shall expire AUGUST 21, 2024, *and is subject to the provisions of Chapter 11, Tennessee Code Annotated. This license shall not be assignable or transferable, and shall be subject to revocation at any time by the Health Facilities Commission, for failure to comply with the laws of the State of Tennessee or the rules and regulations of the Health Facilities Commission issued thereunder.*

In Witness Whereof, we have hereunto set our hand and seal of the State this 2ND *day of* JULY, 2023.

In the Distinct Category(ies) of: PEDIATRIC BASIC HOSPITAL
GENERAL HOSPITAL



By Caroline R. Ryan, Esq., C.H.C.
DIRECTOR, LICENSURE & REGULATION

By [Signature]
EXECUTIVE DIRECTOR



May 22, 2024

John Tucker
CEO
Henry County Medical Center
301 Tyson Avenue
Paris, TN 38242

Joint Commission ID #: 7898
Program: Hospital Accreditation
Accreditation Activity: 60-day Evidence of Standards
Compliance
Accreditation Activity Completed : 5/21/2024

Dear Mr. Tucker:

The Joint Commission is pleased to grant your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

Comprehensive Accreditation Manual for Hospitals

This accreditation cycle is effective beginning February 9, 2024 and is customarily valid for up to 36 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.

Should you wish to promote your accreditation decision, please view the information listed under the 'Publicity Kit' link located on your secure extranet site, The Joint Commission Connect.

The Joint Commission will update your accreditation decision on Quality Check®.

Congratulations on your achievement.

Sincerely,

Ken Grubbs, DNP, MBA, RN
Executive Vice President and Chief Nursing Officer
Division of Accreditation and Certification Operations



April 30, 2024

John Tucker
CEO
Henry County Medical Center
301 Tyson Avenue
Paris, TN 38242

Joint Commission ID #: 7898
Program: Ambulatory Health Care Accreditation
Accreditation Activity: 60-day Evidence of Standards
Compliance
Accreditation Activity Completed : 4/25/2024

Dear Mr. Tucker:

The Joint Commission is pleased to grant your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

Comprehensive Accreditation Manual for Ambulatory Health Care

This accreditation cycle is effective beginning February 8, 2024 and is customarily valid for up to 36 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.

Should you wish to promote your accreditation decision, please view the information listed under the 'Publicity Kit' link located on your secure extranet site, The Joint Commission Connect.

The Joint Commission will update your accreditation decision on Quality Check®.

Congratulations on your achievement.

Sincerely,

Ken Grubbs, DNP, MBA, RN
Executive Vice President and Chief Nursing Officer
Division of Accreditation and Certification Operations



May 22, 2024

John Tucker
CEO
Henry County Medical Center
301 Tyson Avenue
Paris, TN 38242

Joint Commission ID #: 7898
Program: Home Care Accreditation
Accreditation Activity: 60-day Evidence of Standards
Compliance
Accreditation Activity Completed : 5/21/2024

Dear Mr. Tucker:

The Joint Commission is pleased to grant your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

Comprehensive Accreditation Manual for Home Care

This accreditation cycle is effective beginning February 10, 2024 and is customarily valid for up to 36 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.

Should you wish to promote your accreditation decision, please view the information listed under the 'Publicity Kit' link located on your secure extranet site, The Joint Commission Connect.

The Joint Commission will update your accreditation decision on Quality Check®.

Congratulations on your achievement.

Sincerely,

Ken Grubbs, DNP, MBA, RN
Executive Vice President and Chief Nursing Officer
Division of Accreditation and Certification Operations.



May 24, 2024

John Tucker
CEO
Henry County Medical Center
301 Tyson Avenue
Paris, TN 38242

Joint Commission ID #: 7898
Program: Joint Replacement - Knee
Certification Activity: Certification Intra-cycle Evaluation
Certification Activity Completed Date : 5/24/2024

Dear Mr. Tucker:

The Joint Commission is pleased to grant your organization a Passed Certification decision for all services reviewed under the applicable manual(s) noted below:

Disease Specific Care Certification Manual

This certification cycle is effective beginning March 9, 2023 and is customarily valid for up to 24 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.

Should you wish to promote your certification decision, please view the information listed under the 'Publicity Kit' link located on your secure extranet site, The Joint Commission Connect.

The Joint Commission will update your certification decision on Quality Check®.

Congratulations on your achievement.

Sincerely,

Ken Grubbs, DNP, MBA, RN
Executive Vice President and Chief Nursing Officer
Division of Accreditation and Certification Operations



May 24, 2024

John Tucker
CEO
Henry County Medical Center
301 Tyson Avenue
Paris, TN 38242

Joint Commission ID #: 7898
Program: Joint Replacement - Hip
Certification Activity: Certification Intra-cycle Evaluation
Certification Activity Completed Date : 5/24/2024

Dear Mr. Tucker:

The Joint Commission is pleased to grant your organization a Passed Certification decision for all services reviewed under the applicable manual(s) noted below:

Disease Specific Care Certification Manual

This certification cycle is effective beginning March 9, 2023 and is customarily valid for up to 24 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.

Should you wish to promote your certification decision, please view the information listed under the 'Publicity Kit' link located on your secure extranet site, The Joint Commission Connect.

The Joint Commission will update your certification decision on Quality Check®.

Congratulations on your achievement.

Sincerely,

Ken Grubbs, DNP, MBA, RN
Executive Vice President and Chief Nursing Officer
Division of Accreditation and Certification Operations

Schedule 5.1(i)

Taxes

None.

Schedule 5.1(i)

Liens

None.

Schedule 5.1(k)

Survey Reports

None.

Schedule 5.1(f)

Compliance With Laws

None.

Schedule 5.1(m)

Payment Programs

Payment Programs to be attached.

Health Plans Accepted by Henry County Medical Center 2024

<u>Insurance Plan Name</u>	<u>Applicable Networks:</u>
Aetna	
Aetna Medicare Advantage	
Allsavers	UHC Network Only
Ambetter Health	
American Health Advantage of Tn.	
Amerigroup Behavioral Health	
Amerigroup Medicare	
Amerigroup TennCare	
BAS Administrators	Cigna Network Only
Blue Care Behavioral Health	
Blue Cross Blue Shield Behavioral Health	
Blue Cross Blue Shield Medicare Advantage	
Blue Cross Blue Shield of Tn. (Networks P, S,)	
Bluecare TennCare	
Bluecare Plus HMO and TennCare	
Center Care	PHCS
Champva	
Cigna	CHC for Seniors, EPO, PPO, PPO*, HMO Connect, POS, Network, Network POS, OAP Connect, OAP Focus, Open Access, Open Access Plus, Sure Fit, Oscar Plans, Medicare Access
Corvel	
Coventry	First Health
Cover Kids	
Direct Care America	
Farm Bureau Health Plans	UMR (UHC)
First Health	
Galaxy Health Network	
GEHA	UHC
Golden Rule	UHC
Health Alliance	
Health Spring	
Healthscope Benefits / Cigna	
Humana	
Humana / Medicare	
Lifesync Behavioral	
Lucent Health	Multi-Plan
Medicare	
Meritain Health	Aetna
N.A.L.C.	Cigna
PAI	First Health
Prime Health Services	Work Comp plan
TennCare Select	
Tennessee Breast & Cervical	
Tricare	
Tricare For Life	
UHC Medicare / Medicaid Dual	
UMR	UHC
USA Health Network	
United Healthcare	Charter, Choice Plus, Compass, Core, Heritage, Navigate, NexusACO, PPO, EPO, HMO, POS, Allsavers, Golden Rule
United Healthcare Community Plan TennCare	
VA Community Care Network 3 Optum	
Wellcare / Windsor	

Schedule 5.1(n)

Employees

A complete list of all employees of HCMC as of July 15th, 2024 (including (i) name, (ii) position, (iii) rates of pay, (iv) original hire date, (v) full/part time status, (vi) whether they are on medical disability leave or leave of absence, and (vii) amount of accrued PTO) has been provided to counsel for New Operator under separate cover.

Schedule 5.1(o)

Governmental Authority

None.

Schedule 5.1(p)

Proprietary Rights

None.

Schedule 5.1(q)

Employee Benefit Plans

1. Paid Time Off (PTO), Sick Pay, Funeral Leave, Jury Duty and PTO Leave Transfer Policy – Attached.
2. John Tucker Employment Agreement – Attached.
3. Current Operator provides health, dental, vision, disability and life insurance. Employees can purchase other supplemental policies through group policies we arrange, but Current Operator does not fund.
4. See employment agreements included on Schedule 5.1(d).

HIC HENRY COUNTY MIC MEDICAL CENTER 301 Tyson Avenue* Paris, TN Policies/Procedures	Policy: Paid Time Off (PTO), Sick Pay, Funeral Leave, Jury Duty and PTO Leave Transfer
	Approved By: Administration
Department: Administration	Policy Number: 8310.1.09.450
	Approval Date: 8/6/23
	Supersedes: 06-11-2019; 10-11-2018; 11-5- 2019; 3-3-2020; 7-9-20; 7-22-20,11-2-20, 12/31/21, 2/25/2022, 3/22/2022; 4/5/2022; 4/6/2022, 7/21/23

All Henry County Medical Center (HCMC) (owned, operated, leased, and managed) including, but not limited to, hospital, physician practices and Departments (collectively, "Employers" and individually, "Employer").

PAID TIME OFF:

The Paid Time Off (PTO) gives partners paid time for vacations, personal time, and recognized holidays.

ELIGIBILITY:

Regular full time, part-time with benefits (approved for 60 hours or more per pay period) are eligible for Paid Time Off. Paid Time Off (PTO) begins to accrue upon employment; however, PTO may not be used until completion of the ninety (90) day probationary period with the exception of an approved holiday recognized by Henry County Medical Center. PTO hours accrue based on actual hours paid up to 1.0 FTE or 80 hours per pay period. Accrual is prorated if less than 80 hours per pay period, and paid hours exclude on-call hours and unpaid time. (1.0 FTE = 80 hours/pp)

If a holiday (see below) recognized by Henry County Medical Center occurs during the partner's probationary period the partner will be permitted to go into a negative balance for the accrual of PTO, if scheduled off by their department leader. The partner has the option of not being paid for the holiday instead of having a negative balance in their accrual bank.

If a partner resigns or is terminated, before the accrual of the necessary hours to have a positive balance bank, the total hours in the negative balance will be withheld from the partner's last pay check. If the partner has a positive PTO balance, that PTO balance will be paid out the following pay period after the status has been changed from Full Time or Part Time to either Seasonal, Temporary or Termination. For those partners maintaining a seasonal or temporary employee status, the PTO payout will be on the check following your last pay check for Full Time or Part Time worked hours. For terminated partners this will be paid out the pay period after your last pay period for worked hours. If your status changes during a pay period, you will accrue according to your updated status.

ACCURAL:

PTO is accrued at the end of each pay period, based on the number of hours paid up to 80 hours. The maximum number of hours accrued per year increases with length of service as follows:

Length of Service:

PTO Hours Accrued Per Year

	Hours (per pay period)	Days	
Employees with 90 days	160 (6.15 pp)	20	(6) Holidays and (14) days PTO
Employees with 6 years	200 (7.69 pp)	25	(6) Holidays and (19) days PTO
Employees at 10 years	240 (9.23 pp)	30	(6) Holidays and (24) days PTO

*Administrative advisors and directors/managers begin accruing PTO from Day 1 on the 6-9 year scale (25 days max or 7.69 pp).

The rate of accrual changes upon reaching your employment anniversary after your fifth and ninth years. The change will begin on the pay period following that month.

Partners moving from PRN to Full-time will accrue PTO at the beginning of the pay period following an approved status change; however, PTO may not be used until completion of the ninety (90) day probationary period with the exception of an approved holiday recognized by Henry County Medical Center.

The holidays recognized by Henry County Medical Center are:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July 4 th	Christmas Day

Partners who are scheduled to work any of the traditional recognized holidays listed above will be paid 1-1/2 times their hourly rate for hours worked from 11 PM the night before the holiday to 11 PM the day of the holiday. If holiday time results in overtime, the HOLIDAY rate will be paid. Partners do not receive both holiday and overtime pay.

Should a holiday fall on a weekend, the holiday will be observed on the work day closest to the holiday. This is for observance not pay. If you work on the actual holiday you will be paid as holiday pay and not on the day of observance.

If a partner is normally scheduled to work on day of a recognized HCMC holiday, and does not work that shift, they are required to take a full shift of PTO for the time off on the holiday. A partner scheduled for an 8 hour shift would take a full 8 hours of PTO on the holiday, same for a partner scheduled for a 12 hour shift. This may result in partner being paid more than their approved hours for the pay period.

Exempt partners are to use PTO for recognized holidays unless working in staffing or prior administrative approval has been granted. Non-exempt partners are to use PTO for recognized holidays unless working a scheduled shift.

Fish Fry & the Friday after Thanksgiving are considered holidays for the physician clinics and PTO is used. Departments in other areas of the organization have the option to close and take low census or use their PTO for these days. A low census day cannot be taken for any recognized HCMC holiday, PTO must be taken if available in partner's bank.

On Call for holiday: If a partner is on call for a recognized holiday, they are not required to take PTO for their normal scheduled shift time but they may do so if they choose. They cannot be paid call back time and PTO Time for the same hours. If partner normally works eight hours and on call for the day and has 4 hours of call back during their normal shift, they could take 4 additional hours of PTO but are not required to do so.

Partners may carry over a max of 240 hours without penalty from one calendar year to another.

Requests for PTO are made to the supervisor or department director in advance. Every effort will be made to accommodate requests in light of the needs of the department. The department director is responsible for assuring that adequate staffing is maintained. Request for PTO are not guaranteed, refrain from making vacation plans until the PTO request has been granted. In very rare situations, PTO approvals may be canceled due to dire circumstances in the work unit at the department directors discretion.

If a partner requests a scheduled day off that is not due to low census, that partner must use their PTO for the requested time off. Partners must have PTO time in their bank when request is made. If PTO time is not available, "NO PAY" should be entered in timecard.

A "low census" comment should be added in partner's time card for no pay due to low census.

PTO Sell Back:

Partners may elect to sell back PTO any time during the calendar year at the rate of 90 percent of their base hourly rate. Sell back can be done in one hour increments. A minimum of eight (8) hours and a maximum of forty (40) hours can be sold back each pay period. A maximum of eighty (80) hours can be sold back per calendar year. Partners must maintain a minimum of forty (40) hours in their PTO bank after sell back.

SICK PAY:

Full Time or Part Time with Benefits partners accrue sick pay at a maximum rate of 2.154 hours per pay period. Sick pay is accrued at the end of each pay period, based on the number of hours paid up to a maximum of 80 hours per pay period. Accrual is prorated if less than 80 hours. A max of 56 hours can be accrued annually. Sick pay begins to accrue upon employment; however, Sick Pay may not be used until completion of the ninety (90) day probationary period.

Managers and Administrative Advisors begin accruing sick Day 1 plus their bank begins at 28 hours.

Sick pay may be used for a partner's personal illness, well-care visits, and medical and dental appointments. Sick pay may also be used for illness and well-care visits for a partner's immediate family. Immediate is defined as spouse, dependent children, or parents.

Partners whose work schedule changes where they work less than sixty (60) hours per pay period, on a consistent basis, will forfeit all accumulated sick pay.

Partners moving from PRN to Full-time will accrue Sick time at the beginning of the pay period following an approved status change; however, Sick Pay may not be used until completion of the ninety (90) day

probationary period moving to an administrative or director/manager level position. Managers and Administrative Advisors begin accruing sick Day 1 plus their bank begins at 28 hours.

Partners whose employment is terminated, either voluntary or involuntary, will forfeit all accumulated sick pay.

A partner may be eligible for Short Term disability after 30 days or once all accrued sick time and PTO time has been used in full. Sick time must be used before PTO time. Please make an appointment with Human Resources to obtain the appropriate paperwork. All completed paperwork must be returned to HR in order to file a Short-Term Disability claim.

Partners who have accrued sick pay on the date of their retirement may receive one month of retirement credit for each 160 hours (8 hours = 1 day to TCRS) of unused sick pay. Sick pay is not recognized for retirement purposes until the member has retired and the sick pay accrual has been certified by Henry County Medical Center.

OTHER REQUEST FOR TIME OFF WITH PAY:

In order to allow partners time to deal with difficult personal situations, Henry County Medical Center has established this policy for other time off that may be granted for reasons of:

1. Funeral Leave
2. Jury Duty

FUNERAL

All full and part-time partners (as long as they are past their 90 day probationary period) shall be granted a paid funeral leave for a death in their immediate family. Members of the immediate family are defined as the following:

1. spouse
2. parent, step-parent, and parent-in-law
3. grandparent (does not include in-laws)
4. great-grandparent (does not include in-laws)
5. child, step-child and grandchild
6. brother, sister, step brother, step sister, brother in-law, sister in-law
7. son-in-law and daughter-in-law

Paid funeral leave will be granted for up to three (3) scheduled work days. The funeral leave (3 scheduled days) must be taken from the day of the death and up to seven (7) days after the death. If outside of the 7 day window, HR must approve. Previously scheduled PTO days may be changed to funeral leave (3 days) if the PTO occurs during the seven day period. Human Resources will evaluate a partner's situation to determine number of funeral days to be paid up to the max of three scheduled days per occurrence.

The intent of paid funeral leave is to compensate a partner who is required to be away from work due to a death in the immediate family. The amount of pay a partner will receive shall be based on their regular rate of pay (not including differentials) and the number of hours scheduled to work.

JURY DUTY LEAVE OF ABSENCE:

All full and part-time with benefits partners will be eligible for a jury duty leave of absence. Temporary and Seasonal partners must have approval from HR on eligibility.

In the event that you are required to fulfill your civic obligation as a jury member, your absence from work on each day that you serve jury duty shall be an excused absence, provided that your jury duty service exceeds three (3) hours for that day. If your jury duty service is less than three (3) hours, you are expected to communicate with your director to determine if you are to return to work for the day. On each day you serve jury duty, you will be compensated your base pay rate for each hour spent serving and traveling to and from jury duty up to your scheduled hours for that day. To receive jury duty pay, you must turn into your supervisor a time card evidencing all hours spent serving and traveling to and from jury duty for each day served. Your supervisor is to submit this to the Payroll Department. It is your responsibility to request a time card from the court which shows how many hours of jury service that you have performed that day. You may keep the jury duty check given to you by the court.

If jury duty time is less than your normal scheduled hours for that day, PTO or NO PAY for "low census" should be taken if supervisor does not request you to return to work.

PTO LEAVE TRANSFER

A partner may donate accrued PTO leave to another HCMC partner who may need additional leave as a result of the employee's serious health condition or to care for an immediate family member with a serious medical condition.

Eligibility Criteria

- Regular full-time and part-time partners scheduled to work more than 30 hours per week shall be eligible to become recipients. Donated PTO leave hours will be prorated for the part time partner (e.g. if a part-time partner who works 30 hours per week receives 60 hours of donated PTO, the donated leave will be paid to that partner at a rate of 30 hours per week.)
- Recipients must have exhausted their available sick and PTO hours due to their serious health condition or their immediate family's serious health condition prior to receiving PTO leave donations.

Donated PTO hours may be approved for the employee's own or their immediate family member's serious health condition defined as follows:

An illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a healthcare provider for more than three consecutive days.

Serious health conditions resulting from the following will be excluded from eligibility for donated PTO leave:

- a) Any occupational-related accident or illness for the period for which Workers' Compensation benefits have been awarded;
- b) Intentionally self-inflicted injuries; or
- c) Injuries occurring in the course of committing a felony or assault.

Leave donations for any request may not exceed 480 hours, or the amount of leave required to ensure continued pay through the expected duration of the absence, whichever is less.

Partners are ineligible to use donated leave during any period of disciplinary suspension.

It is within the sole discretion of HR to approve or disapprove a PTO donation request.

PROCESS FOR DONATION OF PTO

A partner wishing to transfer PTO to another partner must initiate such request by completing a PTO Leave Transfer Partner to Partner Request Form and submitting it to his/her department director. The department director will forward the request to Human Resources for review and approval. (See PTO Leave Transfer Partner to Partner Request Form on intranet forms tab). Physicians are not eligible for PTO Transfer or receipt.

Human Resources will determine the maximum transfer amount and provide notice of the amount approved to the requesting and receiving partner and Payroll.

Transfer PTO to recipients shall be in the form of PTO leave only.

Leave shall only be transferred to other partners in the Medical Center's PTO plan.

Donors must retain a minimum balance of 40 hours in their PTO account after donation.

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter referred to as the "Agreement") is made and effective this 21th day of June 2022, by and between Henry County Medical Center ("HCMC"), a duly authorized Tennessee Hospital District, and John Tucker (hereinafter referred to as the "CEO"). HCMC and CEO may collectively be referred to as the "parties" and sometimes individually as a "party".

RECITALS

WHEREAS, HCMC desires to secure the services of John Tucker to serve as its Chief Executive Officer and John Tucker desires to accept employment in such capacity.

WHEREAS, the parties desire to memorialize their understanding regarding employment with this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and sufficient consideration, the receipt of which is mutually acknowledged, and intending to be legally bound, HCMC and CEO agree as follows:

1. Pursuant to this Agreement, the CEO will report directly to the Board of Trustees ("Board") and render full-time services to HCMC in the capacity of Chief Executive Officer of HCMC. The CEO shall at all times, faithfully, industriously, and to the best of his abilities, and consistent with his fiduciary obligations owed to HCMC, perform all duties that may be required of the CEO by virtue of the position as Chief Executive Officer and all duties set forth in HCMC's bylaws and in mission and policy statements of the Board. CEO furthermore shall devote his entire professional time and attention to the business of HCMC. It is understood that these duties shall be substantially the same as those of the chief executive officer of a healthcare entity. The CEO shall have and shall perform any special duties assigned or delegated by the Board.
2. In consideration for these services as Chief Executive Officer, HCMC agrees to pay CEO a base salary of \$300,000.00 per annum. After the conclusion of the three (3) years of employment, HCMC shall begin conducting an annual review for the express purpose of considering a salary increase and revisions to his incentive targets. Such annual review shall occur during the three (3) months following the end of each fiscal year for HCMC. Salary shall be payable in accordance with the payroll policies of HCMC and shall be less applicable deductions and withholdings as required by applicable law. The CEO may elect to defer any increment of his salary to the extent permitted by law in accordance with policies established by HCMC.
3. In addition to the above base salary amount, after the conclusion of three (3) years of employment, the CEO will be entitled to additional compensation of up to 15% of his base salary for the achievement of goals and objectives as outlined under the HCMC incentive compensation plan and determined by the Board. The incentive pay shall be made within thirty (30) days after HCMC's independent accounting firm has concluded its annual audit.

4. In addition to the above base salary amount, HCMC agrees to pay CEO a signing bonus in the amount of \$30,000.00. HCMC shall pay CEO such bonus within thirty (30) days of the execution of this Agreement. In the event CEO fails to be continuously employed with HCMC for a period of three (3) years, then CEO shall repay the signing bonus to HCMC. For each year of the three (3) years CEO is employed under this Agreement, the bonus repayment amount shall be reduced by \$10,000.00 so that CEO has no obligation to repay the bonus in the event he is employed continuously for a period of three (3) years.
5. Henry County Medical Center agrees to the following benefits:
 - a. The CEO shall be entitled to paid time off for vacation each year plus additional sick leave accrued under HCMC policy. The CEO will inform the Chairman of the Board of Trustees when out of town for prolonged periods (more than 5 days) and who is in charge in his/her place.
 - b. In addition, the CEO will be permitted to be absent from HCMC during work days to attend business and educational meetings and attend to such outside duties in the healthcare field as have been agreed upon by the Chairman of the Board of Trustees. Attendance at such approved meetings and accomplishment of approved professional duties shall be fully compensated service time and shall not be considered vacation time. HCMC shall reimburse the CEO for all expenses incurred by the CEO incident to attendance at approved professional meetings, and such entertainment expenses incurred by the CEO in furtherance of HCMC's interests; provided, however, that such reimbursement is approved by the Chairman of the Board of Trustees.
 - c. In addition, the CEO shall be entitled to all other fringe benefits to which all other employees of HCMC are entitled.
6. HCMC agrees to pay dues to professional associations and societies and to such service organizations and clubs of which the CEO is a member, approved by the Chairman of the Board of Trustees as being in the best interests of HCMC.
7. Henry County Medical Center also agrees to:
 - a. Insure the CEO under its general liability insurance policy for all acts done by him in good faith as Chief Executive Officer throughout the term of this contract;
 - b. provide, throughout the term of this contract, a group life insurance policy for the CEO in an amount equivalent to one times the base salary, payable to the beneficiary of his choice;
 - c. provide comprehensive health and major medical insurance for the CEO and his family;

- d. contribute on behalf of the CEO to the Tennessee Consolidated Retirement Plan at a rate determined by the State of Tennessee.
8. The Board may, at its discretion, terminate this Agreement and the CEO's duties hereunder at any time. Such action shall require a 2/3rd's vote of the entire Board of Trustees and become effective upon written notice to the CEO or at such later time as may be specified in said notice. After such termination, HCMC shall continue to pay the CEO's then monthly base salary for the month in which his/her duties were terminated and for six (6) months thereafter as an agreed upon severance payment. During this period, the CEO shall not be required to perform any duties for HCMC or come to any part of the Medical Center. If CEO accepts or undertakes other employment during this six (6) month period, then such severance payments shall cease and HCMC shall have no further obligation of severance to CEO. Also, for the period during which such severance payments are being made, HCMC agrees to keep the CEO's current benefit coverages (including life insurance, health, dental, vision, disability, etc.) as well as continuing the contribution the matching contribution to TCRS. The severance payments described in this paragraph will not be payable to CEO in the event CEO has been charged with any felony criminal offense, or any class A or B criminal misdemeanor criminal offense related to substance abuse, healthcare fraud or abuse, violent crimes, sexual misconduct, crimes involving children, or the operation of HCMC, or has been excluded from Medicare, Medicaid, or any other Federal Healthcare Program. Further, the severance payments described in this paragraph will not be payable to CEO in the event his termination is the result of CEO engaging in any act of embezzlement, fraud, theft, misappropriation, dishonesty, unethical business conduct, disloyalty, or breach of fiduciary duty whether or not against HCMC or another entity or person.
9. Should the Board in its discretion change the CEO's duties or authority so it can reasonably be found that the CEO is no longer performing as the Chief Executive Officer of the organization, then CEO shall have the right, within thirty (30) days of such event, in his complete discretion, to terminate this contract by written notice delivered to the Chairman of the Board. Upon such termination, the CEO shall be entitled to the severance payments described in Paragraph 8, in accordance with the same terms of that paragraph.
10. If HCMC is merged, sold, or closed, the CEO may, at the CEO's discretion, terminate this agreement. If the CEO elects to terminate his employment at such time, he shall be entitled to the same severance arrangement as would be applicable under Paragraph 8 if HCMC had terminated his employment at such time. Any election to terminate employment under this paragraph must be made prior to HCMC's merger, sale, or closure. If the CEO elects to continue to be employed by HCMC or its successor organization, all of the terms and conditions of this Agreement shall remain in effect. HCMC agrees that neither it nor its present or any future holding company shall enter into any agreement that would negate or contradict the provisions of this Agreement.

11. Should the CEO in his discretion elect to terminate his contract for any other reason than as stated in Paragraph 9 or 10, he shall give the Board of Trustees ninety (90) days written notice of his decision to terminate. At the end of the ninety (90) days, all rights, duties and obligations of both parties to the Agreement shall cease and the CEO will not be entitled to any severance benefits.
12. If any event described in Paragraphs 8, 9, or 10 occurs and the CEO accepts any of the severance benefits or payments described therein, then CEO shall to the extent not prohibited by law be deemed to voluntarily release and forever discharge HCMC and its officers, directors, employees, agents, and related entities and their successors and assigns, both individually and collectively and in their official capacities (hereafter referred to collectively as "Releases"), from any and all liability arising out of employment and/or the cessation of said employment. Nothing contained in this paragraph shall prevent the CEO from bringing an action to enforce the terms of this Agreement.
13. This Agreement and CEO's employment with HCMC shall be terminated upon CEO's death or the Board's written notice determining CEO's disability. For the purpose of this Agreement, a "disability" shall be defined as either: (i) being awarded long-term disability insurance benefits under any policy maintained by HCMC, or, in the absence of such a policy, (ii) in the good faith judgment of the majority of the entire Board, that CEO is substantially unable to perform his duties under this Agreement, with or without reasonable accommodation, for more than 120 days, whether or not consecutive, in any twelve (12) month period, by reason of any physical or mental illness or injury. If CEO disagrees as to the Board's determination that he has experienced a "disability" event, then CEO shall submit to an examination by an independent physician reasonably selected by HCMC to determine whether CEO, in the professional judgment of such physician, has experienced a "disability", with the determination of such physician to then be conclusive.
14. The CEO shall maintain confidentiality with respect to non-public information that he receives in the course of his employment and not disclose any such information. The CEO shall not, either during the term of employment or thereafter, use or permit the use of any information of, or relating to HCMC in connection with any activity or business and shall not divulge such information to any person, firm, or corporation whatsoever, except as may be necessary in the performance of his duties hereunder or as may be required by law or legal process.
15. Upon any termination event or as otherwise requested by the Board, CEO shall immediately deliver to HCMC all property of HCMC including but not limited to keys, computers, phones, passwords, records and supplies of any kind. Except with respect to information relating to CEO's personal compensation and benefits, CEO may not retain any copies of any HCMC property whether in hard copy or electronic formats after termination.

16. During the term of this employment and during the twelve (12) month period following termination of his/her employment, the CEO shall not directly own, manage, operate, join, control, or participate in or be connected with, as an officer, employee, partner, stockholder, or otherwise, any other hospital, medical clinic, integrated delivery system, health maintenance organization, or related business, partnership, firm or corporation (all of which hereinafter are referred to as "entity") that is at the time engaged principally or significantly in a business that is, directly or indirectly, at the time in competition with the business of HCMC within the service area of HCMC. The service area is defined as the counties of Henry, Benton, Carroll, Weakley, Stewart, and Madison in Tennessee and Calloway in Kentucky. Nothing herein shall prohibit the CEO from acquiring or holding any issue of stock or securities of any entity that has any securities listed on a national securities exchange or quoted in a daily listing of over-the-counter market securities, provided that at any time the CEO and immediate members of the CEO's family do not own more than 1 percent or any voting securities of any such entity. This covenant shall be construed as an agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by HCMC of this covenant. In the event of actual or threatened breach by the CEO of this provision, HCMC shall be entitled to an injunction restraining the CEO from violation or further violation of the terms thereof and attorney fees associated with such legal action.
17. The CEO shall not directly or indirectly through his own efforts, or otherwise, during the term of this Agreement, and for a period of twelve (12) months thereafter, employ, solicit to employ, or otherwise contract with, or in any way retain the services of any employee or former employee of HCMC, if such individual has provided professional or support services to HCMC at any time during this Agreement without the express written consent of HCMC. The CEO will not interfere with the relationship of HCMC and any of its employees and the CEO will not attempt to divert from HCMC any business which HCMC has been actively engaged during his/her employment.
18. CEO recognizes and acknowledges that all records, files, reports, protocols, policies, manuals, databases, processes, procedures, computer systems, materials and other documents pertaining to services rendered by HCMC hereunder, or to the operations of HCMC, belong to and shall remain the property of HCMC and constitute proprietary information and trade secrets of HCMC. CEO recognizes and acknowledges that the terms of this Agreement, as well as HCMC's proprietary information and trade secrets as they may exist from time to time are valuable, special, and unique assets of HCMC's business. CEO shall not, during or after the term of this Agreement, disclose such proprietary information or trade secrets of HCMC to any other firm, person, corporation, association or other entity for any reason or purpose whatsoever, or use such information for CEO's own benefit, without prior written consent of HCMC, unless such information is generally known in the industry or CEO is otherwise required to disclose such information in accordance with appropriate judicial process.

19. This contract and all its terms and conditions shall continue in effect until terminated.
20. This contract constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.
21. Except as otherwise specifically provided, the terms and conditions of this contract may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective it shall have been reduced to writing and signed by the Chairman of the Board of Trustees and the CEO.
22. The invalidity or unenforceability of any particular provision of the contract shall not affect its other provisions, and this contract shall be construed in all respects as if such invalid or unenforceable provision had been omitted.
23. This agreement shall be binding upon HCMC, its successors assigns, including, without limitation, any entity into which HCMC may be merged or by which it may be acquired, and shall inure to the benefit of the CEO, his administrators, executors, legatees, heirs, and assigns.
24. This agreement shall be construed and enforced under and in accordance with the laws of the State of Tennessee.
25. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, dispute, or disagreement arising out of or relating to this Agreement, or the breach thereof, shall be submitted to and settled by mediation. In the event mediation is unsuccessful, any action or claim arising from, under or pursuant to this Agreement shall be brought in the courts of Henry County, Tennessee, and the parties expressly waive the right to bring any legal action or claim in any other court. The parties hereto consent to venue in Henry County, Tennessee, for all purposes in connection with any action or proceeding commenced between the parties hereto or arising from this Agreement.
26. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail to the following:

For HCMC:

Chairman of the Board of Trustees
Henry County Medical Center
P.O. Box 1030

For the CEO:

John Tucker
130 Briarwood
Paris, TN 38242

301 Tyson Avenue
Paris, TN 38242

27. Any waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver or any other provision hereof and shall not be effective at all unless in writing. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by either party, and such waiving party shall be free to reinstate any such term or condition, with or without notice to the other party.
28. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
29. This Agreement shall not become effective or legally binding upon either party until signed by both HCMC and CEO.

By: Whitby
Henry County Medical Center
Scott Whitby, M.D., Chairman of the Board of Trustees

6/27/2022
Date

By: Tucker
John Tucker, Chief Executive Officer

6/27/2022
Date

Schedule 5.1(r)

Litigation

Attached is a schedule of all legal proceedings

ProAssurance Claims – NO ACTIVE CLAIMS		
Case list	Summary of case	Current State
Case 1 Health care liability claim and Derivative loss of consortium claim	No consent	Settled
Case 2 Health care liability claim and Derivative loss of consortium claim	Pt fall @ healthcare center	Settled as a personal injury case
Case 3 Wrongful death	Pt fall	Settled as wrongful death case
Case 4	Case from 2015	HCMC dismissed, providers named were not employed by HCMC

Lammico Claims		
Case list	Summary of case	Current State
Case 1 4/28/2023 official claim filed, and our response to claim submitted	allegations that standard of care was not followed OPEN AND ACTIVE AGAINST PROVIDER	HCMC is not named in this case, however the provider was employed by HCMC and the suit names him
Case 2 Official claim file 8/28/2023, our response to claim pending	med error PENDING SETTLEMENT	Look to settle this case. Our med error caused harm
Case 3 7/18/2023 noticed served, no official claim	Allegations related to breach in HIPPA via a metapixel configuration	SETTLED
Case 4 notice received on 9/6/2023 for a date of service of 9/6/2022. direct medical negligence and vicarious liability for medical negligence	Allegations that we failed to provide treatment and services required, breach of duty	DISMISSED
Case 5 notice filed on 4/18/2024 for liability claim r/t personal injuries. Based on negligence	Foreign body retained OPEN AND ACTIVE	Very early in case
Case 6 Noticed filed on 5/30/2024 for liability claim r/t	Allegation of harm OPEN AND ACTIVE	Very early in case

Schedule 5.1(s)

Employment Loss

None.

Schedule 5.1(v)

Insurance

Attached.

HMIC Insurance Plans

Plan Name	Carrier	Policy No.	Effective Date	Termination Date	Annual Premium	Notes
Medical PPO (S-Tier)	Blue Cross/Blue Shield of Blue Cross/Blue Shield of Michigan	458881	01/01/2024	01/01/2025	\$10,180.00	
Dental PPO	Blue Cross/Blue Shield of Blue Cross/Blue Shield of Michigan	430891	01/01/2024	01/01/2025	\$4,910.00	
Vision	Blue Cross/Blue Shield of Blue Cross/Blue Shield of Michigan	430891	01/01/2024	01/01/2025	\$4,910.00	
Stop Loss	Union Marine HMO	STALTN PARTNER	01/01/2024	01/01/2025	\$10,180.00	
LTD and AD&D	USAA Life	USAA Life	01/01/2024	01/01/2025	\$4,910.00	
Voluntary Life	USAA Life	USAA Life	01/01/2024	01/01/2025	\$4,910.00	
Short-Term Disability (STD)	USAA Life	USAA Life	01/01/2024	01/01/2025	\$4,910.00	
Long-Term Disability (LTD)	USAA Life	USAA Life	01/01/2024	01/01/2025	\$4,910.00	
PSA Admin	HSA Bank	HSA Bank	01/01/2024	01/01/2025	\$4,910.00	
ColonyLife Services	ColonyLife, LLC	ColonyLife, LLC	01/01/2024	01/01/2025	\$4,910.00	
Health Professions/Non-LAW/MD	Chubb	3488824	7/1/2024	6/30/25	\$8,614	Family Pool Liability (\$1M/\$2M), General Liability (\$1M/\$2M), Employee Benefits (\$1M/\$2M)
Cyber	Chubb	3488824	7/1/2024	6/30/25	\$8,614	Family Pool Liability (\$1M/\$2M), General Liability (\$1M/\$2M), Employee Benefits (\$1M/\$2M)
D&O Liability	The Commercial Insurance Company	60184393	7/1/2024	7/1/2025	\$1,172	\$1M/\$2M as the aggregate limit for annual, regulatory, HIPAA, EMTALA, Internal Revenue Code and General Benefit Transaction Test
Directors & Officers (D&O)	The Commercial Insurance Company	60184393	7/1/2024	7/1/2025	\$1,172	\$1M/\$2M as the aggregate limit for annual, regulatory, HIPAA, EMTALA, Internal Revenue Code and General Benefit Transaction Test
Business Auto Coverage	The Commercial Insurance Company	60184393	7/1/2024	7/1/2025	\$1,172	\$1M/\$2M as the aggregate limit for annual, regulatory, HIPAA, EMTALA, Internal Revenue Code and General Benefit Transaction Test
Workers' Compensation	Millers' Employers Casualty Company	812146	7/1/2024	7/1/2025	\$3,107	100% of 100% Liability. See policy for additional coverages.
Workers' Compensation C	Millers' Employers Casualty Company	812146	7/1/2024	7/1/2025	\$3,107	100% of 100% Liability. See policy for additional coverages.
Swire Bond	Swire National Casualty Co.	2407807H	7/1/2024	7/1/2025	\$1,100	WC surety bond

Schedule 5.1(w)

Intellectual Property

1. Facebook: <https://www.facebook.com/HCMCParisTN>
2. Instagram: https://www.instagram.com/hcmc_tn/
3. YouTube: <https://www.youtube.com/@henrycomedcenter>
4. LinkedIn: <https://www.linkedin.com/company/henry-county-medical-center>
5. Indeed: <https://www.indeed.com/cmp/Henry-County-Medical-Center>
6. Additionally, there are a variety of logos and other creative items for several of HCMC's services that will also transfer to New Operator. Please see attached.

Domain information:

FQDN: HCMC.hcmc-tn.org

Imaging domain: HCMC.MIG

HCMC and Clinic Logos

**H|C HENRY COUNTY
M|C MEDICAL CENTER**

**H|C CENTER FOR
M|C WELLNESS & REHAB**

**H|C
M|C
LAKE HAVEN
BEHAVIORAL CENTER**



Eagle Creek

AN HCMC
PRIMARY CARE CLINIC

INNOVATIVE
ORTHOPEDICS
BRINGING QUALITY
ORTHOPEDIC CARE
Home to You

Inspire
Women's
Health

KENTUCKY  LAKE
UROLOGIC
ASSOCIATES





Schedule 11.2
Specific Indemnity

None.

45316973.2

CAPITAL LEASE AGREEMENT

THIS CAPITAL LEASE AGREEMENT (this "Lease") is dated as of the Commencement Date (hereinafter defined), by and between HENRY COUNTY HOSPITAL DISTRICT, a hospital district established by Private Act and doing business as Henry County Medical Center (the "Lessor"), and WEST TENNESSEE HEALTHCARE HENRY COUNTY, a Tennessee nonprofit corporation (the "Lessee"). Capitalized terms not otherwise defined will have the meanings assigned to them under Article I hereunder.

RECITALS:

WHEREAS, Lessee desires to lease the Leased Property from Lessor, and Lessor desires to lease the Leased Property to Lessee, upon and subject to the terms and conditions set forth in this Lease, and Lessee has agreed to assume responsibility for carrying out the undertakings of the Business and has made other agreements with respect to such operation, as set forth herein; and

WHEREAS, each of Lessor and Lessee have full power and authority to enter into this Lease and have taken all corporate or other actions necessary for the execution and delivery of this Lease and the accomplishment of the provisions hereof.

NOW, THEREFORE, in consideration of the promises and the mutual agreements hereinafter contained, Lessor and Lessee agree as follows:

ARTICLE I DEFINITIONS; CONSTRUCTION

Section 1.1 Definitions. The following terms used in this Lease will, unless the context clearly indicates a different meaning, be construed as follows:

"Affiliate" means a corporation in control of, controlled by or under common control with the Lessee. For these purposes, one corporation will be deemed to control another if it owns more than 50% of the voting stock of the other corporation or has the power to elect more than 50% of the directors or members of the governing board of the other corporation. One corporation will be deemed to be under common control with another if more than 50% of their directors or members of their governing boards overlap or the same Person, as hereinafter defined, owns more than 50% of the voting stock or has the power to elect more than 50% of the directors or members of the governing boards of both corporations.

"Book Value," means the book value of certain personal or real property, net of accumulated depreciation, as carried on the books of the Lessee.

"Business" has the meaning set forth in the Operations Transfer Agreement.

"Capital Commitment" has the same meaning as set forth within the Operations Transfer Agreement.

"Commencement Date" means the "Closing Date" as that term is defined in the Operations Transfer Agreement.

“County” means Henry County, Tennessee, a political subdivision of the State of Tennessee.

“County Board” means the Henry County, Tennessee County Commission.

“Excluded Parcel” means and includes the parcel of land identified as the “Excluded Parcel” within Exhibit B, which is attached hereto and incorporated herein by reference, and any buildings, improvements, and fixtures thereon.

“Financing” means Indebtedness, as hereinafter defined, incurred by the Lessee in connection with the Leased Property, as further described in Section 6.1 hereof.

“GAAP” means U.S. generally accepted accounting principles.

“Government Entity” means any government or any agency, bureau, board, directorate, commission, court, department, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local.

“Hospital” means and includes the in-patient and out-patient health care facilities and services operated by Lessor in connection with Henry County Medical Center prior to the Commencement Date, as hereinafter defined, consisting of the Leased Property and any other health care service components of the Hospital rendering patient care services on the Commencement Date.

“Indebtedness” means all obligations for the payment of money incurred or assumed by the Lessee in connection with the Business, whether due and payable in all events, or upon the performance of work, possession of property as lessee or rendering of services by others, including guarantees.

“Knowledge” (including related terms such as “known”, “aware” and other words of similar import) means, with respect to Lessor and Lessee, the actual knowledge of the persons set forth on Exhibit C attached hereto and incorporated herein by reference, in each case after reasonable inquiry consistent with his or her management responsibilities.

“Leased Property” means the real property and the parcel or parcels of land legally described in Exhibit A and the Included Parcel as described in Exhibit B, both of which are attached hereto and incorporated herein by reference, and all buildings, improvements and fixtures thereon and attached thereto as of the Commencement Date, together with all easements, rights, and appurtenances thereto. The Leased Property does not include the Excluded Parcel, except as otherwise provided in Section 3.1.B.

“Legal Requirements” means with respect to any Person, all statutes, laws, ordinances, codes, rules, regulations, orders, judgments, writs, injunctions, decrees, and common law rulings, in each case promulgated or enforced by any Government Entity having jurisdiction over such Person or any of such Person’s assets or business.

“Lessee Default” means any one or more of those events set forth in Section 7.1 hereof.

“Lessee Personal Property” means any tangible personal property acquired by Lessee during the Term for use solely within the Business, but only to the extent that such tangible personal property was not acquired as part of the Capital Commitment.

“Lessor Debt Service” means all tax-exempt bond financing debt service of Lessor outstanding as of the Commencement Date, which will serve as the basis for Rental Payments made by Lessee pursuant to this Lease. The initial Rental Payment schedule identified in Exhibit D is consistent with Lessor’s estimated Lessor Debt Service, as further details under Section 4.1 hereof.

“Lessor Default” means any one or more of those events set forth in Section 7.2 hereof.

“Lien” means any mortgage, pledge, security interest, lien, judgment lien, easement or other encumbrance on title, including but not limited to any mortgage or pledge of security interest in or lien or encumbrance on any Leased Property that secures any Indebtedness or other obligations of the Lessee or which secures any obligations of a Person (as hereinafter defined) other than an obligation to the Lessee.

“Material Adverse Effect” means a change, effect, event, occurrence, state of facts or circumstance which, individually or together with any other effect, event, occurrence, state of facts or circumstance, has a material adverse effect on this Lease, the transactions contemplated hereby, or the business, financial condition, or results of operations of a party hereto (an “Affected Party”), in each case, taken as a whole, other than any such change, effect, event, occurrence, state of facts, or circumstance to the extent resulting from or arising in connection with: (a) changes in Legal Requirements, legislation, regulations, circumstances or conditions generally affecting the hospital industry or any other industry in which the Hospital participates, (b) economic or political conditions or financial markets in Tennessee generally or the United States generally, (c) a change in GAAP, (d) any act of war or terrorism (or any escalation thereof), (e) any action required or permitted by this Lease, or (f) any epidemic, pandemic, disease outbreak, except to the extent that any such change, effect, event, occurrence, state of facts or circumstances has a materially disproportionate adverse effect on the Affected Party, taken as a whole, relative to the adverse effect such event, circumstance, development, change, occurrence or effect has on other companies with respect to the operation of a hospital in the Western Tennessee region.

“Officer’s Certificate” means a certificate signed by the chief executive officer or the chief financial officer of the Lessee.

“Operating EBIDA” means the Business’ operating earnings before interest, depreciation and amortization, as defined in the most recent audited financial statements for the Business during the immediate prior twelve (12) month period.

“Operations Transfer Agreement” or “OTA” means the Operations Transfer Agreement dated as of July 31, 2024, by and among Lessor, Lessee and WTH.

“Option Notice Date” has the meaning set forth under Section 8.1 hereof.

“Option Purchase Price” means the increased value of the Business from the Commencement Date to the date in which the County exercises its Purchase Option Right, to be calculated as the greater of zero dollars (\$0.00) or the sum of (i) the greater of (A) 0.80 multiplied by the increase in Total Operating Revenue from the Commencement Date to the Option Notice Date, or (B) 7.0 multiplied by the increase in Operating EBIDA from the Commencement Date to the Option Notice Date; (ii) the sum of all Capital Commitment payments made by Lessee as “New Operator” in accordance with the terms of the Operations Transfer Agreement; (iii) the Book Value of all improvements and Additions made by Lessee to the Real Property that are not included within the Capital Commitment payments; and (iv) the Book Value of any Lessee Personal Property utilized within the Business that Lessee elects not to retain for its own use and purposes.

“Person” means and includes an individual, a corporation or any division thereof, a partnership, an association, a joint stock company, a joint venture, a limited liability company, a trust, an unincorporated organization or a government or any agency or political subdivision thereof.

“Rental Payment” means payments identified under Section 4.1 to be paid by the Lessee to Lessor according to the schedule set forth in Exhibit D of this Lease in consideration for the Leased Property; provided, however, that Rental Payments will not include any Lessor Debt Service obligations that arise from a default with respect to the Lessor Debt Service to the extent not directly caused by Lessee.

“State” means the State of Tennessee.

“Term” will have the meaning given in Section 3.3.

“Total Operating Revenue” means the Business’ total operating revenue, as defined in the most recent audited financial statements for the Business, during the immediate prior twelve (12) month period.

“Transfer” will mean any involuntary or voluntary sale, transfer, lease, pledge, assignment, grant of a security interest, lien, gift or other disposition, whether by operation of law or otherwise.

“WTH” means Jackson-Madison County General Hospital District doing business as West Tennessee Healthcare, a Tennessee governmental entity.

Section 1.2 Construction of References.

A. References by number in this Lease to any Article or Section will be construed as referring to the Articles and Sections contained in this Lease, unless otherwise stated. The words “hereby,” “herein,” “hereof,” “hereto” and “hereunder” and any compounds thereof will be construed as referring to this Lease generally, and not merely to the particular Article, Section or subdivision in which they occur, unless otherwise required by the context.

B. Unless the context clearly requires otherwise, the term “hereafter” means after the Commencement Date.

C. The term “this Lease” means this instrument as originally executed, as it may from time to time be supplemented and amended by one or more agreements supplemental hereto pursuant to the provisions hereof.

D. Headings of Articles and Sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and will not affect the meaning, construction or effect hereof.

E. All accounting terms not otherwise defined herein have the respective meanings assigned to them in accordance with GAAP.

F. Words importing singular number include the plural number in each case and vice versa, and words importing the masculine gender include every other gender.

G. Other terms are defined in this Lease, including the preambles hereto, as they are used.

H. References in this Lease to “will” with respect to covenants, promises and agreements of a party to this Lease create obligations.

ARTICLE II REPRESENTATIONS

Section 2.1 Representations of Lessor. Lessor makes the following representations as the basis for its covenants and agreements herein:

A. Lessor is a hospital district created under Private Act of the State and was duly created and is validly existing under the laws of the State.

B. This Lease and all agreements to which Lessor is a party pursuant hereto are and will constitute the valid and legally binding obligations of Lessor, and are and will be enforceable against it in accordance with the respective terms hereof or thereof, except as enforceability may be limited by: (i) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws or Legal Requirements of general application now or hereafter in effect, relating to or affecting the enforcement of creditors’ rights generally.

C. Except for any specific Legal Requirement or legally binding provision requiring the notice, approval or consent of a third party over which Lessor does not exercise direct and exclusive control, the execution and delivery of this Lease and the consummation of the transactions herein contemplated will not, in any material respect, conflict with, or constitute a breach of, or default by it under its bylaws or any statute, indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or any Leased Property is bound and will not, in any material respect, constitute a violation of any Legal Requirement of any Government Entity having jurisdiction over it or any of its activities or the Leased Property.

D. There are no actions, suits or proceedings of any type whatsoever pending or, to its Knowledge, threatened against or affecting Lessor or its assets, properties or operations, which, if determined adversely to Lessor or its interests, could have a Material Adverse Effect, and Lessor is not in default with respect to any order or decree of any court or any order, regulation or decree of any federal, state, municipal or governmental agency, which default would have a Material Adverse Effect.

E. Lessor is the fee simple owner of the Leased Property.

F. Lessor has full legal right, power and authority to enter into this Lease and to carry out and consummate all transactions contemplated hereby; and it has, by proper action, duly authorized the execution and delivery of this Lease and obtained any and all consents, estoppels, approvals, releases, filings, or authorizations of third parties as are necessary for the execution, delivery, and consummation of this Lease and the transactions contemplated hereby.

G. The execution, delivery, and consummation has been duly approved by resolution of the County Board.

H. No current leases, occupancy agreements, or zoning of the Leased Property prohibit Lessee from using the Leased Property for the permitted use as set forth herein.

I. There are no covenants or restrictions or other recorded documents affecting the Leased Property which would prohibit or hinder Lessee's use of the Leased Property for the permitted use or otherwise affect the rights granted to Lessee under this Lease.

J. Lessor has the right and sufficient title to the Leased Property to grant to Lessee the rights herein provided for and that Lessor and no other person or entity has the right to lease such Leased Property.

K. The Leased Property is not encumbered by any rights of other tenants that must be presented to other tenants either prior to executing this Lease or during the Term of this Lease, including but not limited to, rights of first offer, rights of first refusal, and rights of expansion.

L. The Leased Property is not subject to any common-interest-community, cooperative, condominium, or homeowner's association.

M. To Lessor's Knowledge, the Leased Property is not damaged, impacted, or otherwise affected by or subject to the growth or existence of surficial or airborne microbial constituents, regardless of genus, species, or whether commonly referred to as mildew, mold, mold spores, fungi, bacteria or similar description, in such condition, location or quantity as would, individually or in the aggregate, have any material adverse effect on (a) human health or the environment, (b) the value or condition of such Leased Property, or (c) the use of the Leased Property for its intended permitted use.

N. Lessor has not, and no other person or entity has, generated, manufactured, reined, stored, transported, treated, recycled, transferred, produced, processed, or disposed of or otherwise handled in any way any Hazardous Materials (defined below) on, beneath or about any

of the Leased Property except in compliance in all material respects with Environmental Laws (defined below). To Lessor's Knowledge: (i) there has not been a release or threat of release or discharge (as such terms are defined in applicable Environmental Laws) of any Hazardous Materials into the soil, surface waters, groundwater, drinking water supplies, navigable waters, land, surface or subsurface strata, ambient air or other environmental medium, that has resulted in or could reasonably result in any damage, loss, cost, expense, claim, demand or liability to or against Lessee by any Governmental Entity or third party related to the Leased Property, irrespective of the cause of such condition; (ii) Lessor has not received any notice, complaint, order or action from any Governmental Entity or private or public entity or person relating to Hazardous Substances or environmental, health or safety problems, impairments or liabilities with respect to the Leased Property or advising Lessor that it is potentially responsible for response costs or remediation with respect to a release or threatened release of any Hazardous Materials; (iii) there are no other locations where any Hazardous Materials generated from the ownership or operation of the Leased Property have been stored, treated, recycled or disposed of, whether by a Lessor or any other person or entity on behalf of Lessor; and (iv) the Leased Property is not (and will not, with the passage of time and/or the giving of notice, become) subject to any private or governmental lien or claim relating to Hazardous Materials or environmental, health or safety problems, conditions, impairments or liabilities, nor does Lessor have reason to believe that the foregoing is untrue. As used in this Lease, "Hazardous Materials" means any "Hazardous Substance", "Pollutant" or "Contaminant" (as such terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.) ("CERCLA")), flammable or explosive material, radioactive material, dioxins, heavy metals, radon gas, asbestos, petroleum products or by-products, polychlorinated biphenyls, or any other substance or material which is included under or regulated by any local, state or federal law, rule or regulation, pertaining to environmental or health and safety regulation, contamination, cleanup or disclosure including, without limitation, CERCLA, the Superfund Amendments and Reauthorization Act (10 U.S.C. §§ 2701 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Emergency Planning Community Right to Know Act (42 U.S.C. §§ 11001 et seq.) and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), each as amended (collectively, "Environmental Laws"). To Lessor's Knowledge, there is no current investigation pending or threatened to determine the presence of Hazardous Materials on the Leased Property.

O. This Lease, other transactions entered into by Lessor in connection with or in furtherance of this Lease, other actions taken by Lessor in connection with this Lease, and/or Lessee's lease, use, possession, operation, or occupation of the Leased Property as envisioned under this Lease, does not and will not throughout the Term, breach any covenant, term, clause, contract, agreement, rule, or regulation in connection with the Lessor Debt Service or any other financing with respect to which Lessor is a borrower or otherwise applicable to the Leased Property as of the Commencement Date and throughout the Term.

Section 2.2 Representations of the Lessee. The Lessee makes the following representations as the basis for its covenants and agreements herein:

A. Lessee has been duly incorporated and is validly existing as a nonprofit corporation under the laws of the State, and there is no other jurisdiction where its ownership or

lease of property or conduct of its business requires such qualification; it has full legal right, power and authority to enter into this Lease and to carry out and consummate all transactions contemplated hereby; and it has, by proper action, duly authorized the execution and delivery of this Lease.

B. This Lease and all agreements to which the Lessee will become a party pursuant hereto are and will constitute the valid and legally binding obligations of the Lessee, and are and will be enforceable against it or them in accordance with the respective terms hereof or thereof, except as enforceability may be limited by: (i) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws or Legal Requirements of general application now or hereafter in effect, relating to or affecting the enforcement of creditors' rights generally.

C. The execution and delivery of this Lease and the consummation of the transactions herein contemplated will not, in any material respect, conflict with, or constitute a breach of, or default by it under its articles of incorporation, its bylaws or any statute, indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or any of its property is bound and will not, in any material respect, constitute a violation of any Legal Requirement of any Government Entity having jurisdiction over it or any of its activities or property.

D. There are no actions, suits or proceedings of any type whatsoever pending or, to its knowledge, threatened against or affecting it or its assets or operations which, if determined adversely to it or its interests, could have a Material Adverse Effect, and the Lessee is not in default with respect to any order or decree of any court or any order, regulation or decree of any federal, state, municipal or governmental agency, which default would have a Material Adverse Effect.

E. Lessee has full legal right, power and authority to enter into this Lease and to carry out and consummate all transactions contemplated hereby; and it has, by proper action, duly authorized the execution and delivery of this Lease.

F. Resolutions have been duly adopted by the governing body of Lessee and the governing body of WTH authorizing and approving Lessee's performance of the transactions contemplated hereby and the execution and delivery of this Lease and the other documents described herein.

ARTICLE III LEASE

Section 3.1 Leased Property. Lessor, for and in consideration of the rents, covenants and agreements set forth herein on the part of the Lessee to be paid, kept and performed, agrees to and does hereby lease to the Lessee, and the Lessee agrees to, and does hereby lease from Lessor, subject to the terms, conditions and provisions of this Lease, the Leased Property. On and after the Commencement Date, the Lessee has the right to exclusively manage and operate the Leased Property, and Lessor will have only such rights with respect thereto as may be specifically contemplated herein and as otherwise required by law. Throughout the Term and except as

otherwise provided in Section 6.8, Lessor will not Transfer, restrict, encumber, subdivide, assign, lease, or sublease, or permit the assignment, sale, lease, or sublease of, any part of the Leased Property without Lessee's prior written consent, which Lessee may withhold within its sole discretion.

A. **Included Parcel; Sublease.**

(1) The parties acknowledge and agree that the "Included Parcel" area identified and outlined on the map included in Exhibit B, attached hereto and incorporated herein by reference (the "Included Parcel"), is included within the Leased Property.

(2) Pursuant to the sublease agreement attached hereto as Schedule 3.1, Lessor and Lessee consent to and acknowledge Lessee's sublease to the County of a portion of the Leased Property for the sole purpose of maintaining and continuing the County's existing emergency medical services ("EMS") operations in accordance with the terms of such sublease.

B. **Excluded Parcel; Restrictions; Reversion.** Except as otherwise provided herein, the parties acknowledge and agree that the Leased Property does not include the "Excluded Parcel" outlined on the map identified in Exhibit B. The use of the Excluded Parcel will be subject to the following conditions, covenants, and restrictions, such conditions, covenants and restrictions to be reasonably described in any memorandum of lease recorded in connection herewith:

(1) Lessor covenants that the Excluded Parcel will only be used, if at all, exclusively by the County for the purpose of constructing and operating a County Health Department or an EMS operation. This restriction will not apply if the Excluded Parcel becomes part of the Leased Property under the Parcel Reversion pursuant to Section 3.1.B.(3).

(2) Throughout the Term, Lessor will not Transfer, restrict, encumber, subdivide, assign, lease, or sublease, or permit the assignment, sale, lease, or sublease of, any part of the Excluded Parcel without Lessee's prior written consent, which Lessee may withhold within its sole discretion. Any permitted conveyance of the Excluded Parcel to County pursuant to this Section 3.1.B. will include the restrictions in this Section 3.1.B. in the recorded deed of transfer as a covenant running with the land.

(3) Acknowledging that the Excluded Parcel is an asset that would otherwise have been a part of this Lease and was carved out of this Lease for the benefit of the County for the specific anticipated purpose described within Section 3.1.B.(1), Lessor agrees that if, on the fifth (5th) anniversary following the Commencement Date: (i) construction of one or more permanent buildings on the Excluded Parcel have not been completed; and (ii) a certificate of occupancy has not been properly issued for such buildings for the purpose described within Section 3.1.B.(1) (the "CO" and, collectively, the "Excluded Parcel Conditions"), the Excluded Parcel will automatically be included as part of the Leased Property (the "Parcel Reversion"). Notwithstanding the foregoing, Lessee will grant Lessor up to two (2) six-month extensions of the foregoing five-year timeframe for completion of the Excluded Parcel Conditions if, as of the expiration of the five-year timeframe or such initial six-month extension, construction of permanent buildings on the Excluded Parcel for the purposes of operating a County Health Department or an EMS operation has been commenced and is being diligently pursued thereon, it

being understood that the Parcel Reversion will become effective if, on the sixth (6th) anniversary following the Commencement Date, the Excluded Parcel Conditions have not been completed.

C. **Parcel Lot Survey**. Promptly following the execution of this Lease, Lessor will engage a properly licensed and certified land surveyor to prepare an ALTA/NSPS Land Title Survey establishing the applicable metes and bounds description of the Included Parcel and the Excluded Parcel (the "Parcel Lot Survey"). The cost of the Parcel Lot Survey for the Included Parcel will be borne by Lessee, and the cost of the Parcel Lot Survey for the Excluded Parcel will be borne by Lessor. The parties will promptly supplement the descriptions of the Included Parcel and the Excluded Parcel as set forth in Exhibit B upon receipt of the Parcel Lot Survey.

Section 3.2 Additions. Lessee will provide written notice to Lessor at least thirty (30) days in advance of erecting, constructing, or making any additions or material alterations to the Leased Property (collectively, the "Additions") and will consult with the Advisory Board (as that term is defined in the Operations Transfer Agreement) in advance of making any such Additions. Title to, and ownership of, any and all Additions will be owned by the Lessee and will be the Lessee's property for all purposes unless otherwise expressly provided herein.

Section 3.3 Lease Term. The Lessee hereby agrees to lease the Leased Property from Lessor for a term of twenty-five (25) years beginning on the Commencement Date and expiring at midnight on the 25th anniversary after the Commencement Date (the "Term"), unless sooner terminated in accordance with the provisions hereof.

ARTICLE IV CONSIDERATION

Section 4.1 Consideration by the Lessee

A. **Rental Payments**. In consideration for the leasehold and other interests granted and assigned hereby and the agreements made to and with the Lessee by Lessor, the Lessee hereby agrees to make Rental Payments consistent with the outstanding balance of Lessor Debt Service as of the Commencement Date. The Rental Payment Schedule attached hereto as Exhibit D and made a part hereof includes Lessor's good faith projection of outstanding Lessor Debt Service payments due as of the Commencement Date, but Lessor and Lessee agree that the amount and timing of Rental Payments will be aligned through the Term of the Lease to be consistent with actual amounts due over time with respect to the outstanding balance of Lessor Debt Service on the Commencement Date. Any Rental Payments will be deemed advance payments of rent for the respective period until the next scheduled payment, and the advance payment of rent as specified in this Section 4.1 will guarantee Lessee quiet, uninterrupted, access and use of the Leased Property in accordance with the terms of this Lease for the corresponding period in accordance with the terms herein. All Rental Payments will be paid in such currency of the United States of America as at the time of payment will be legal tender for the payment of public and private debts and will be paid by check or wire transfer. Lessor agrees to take such actions as are necessary to ensure Rental Payments are timely and appropriately applied to Lessor Debt Service with respect to which Lessor is a borrower or obligor, or as is otherwise applicable to the Leased Property, as of the Commencement Date and throughout the Term. To that end, Lessor consents to Lessee making Lessor Debt Service payments on Lessor's behalf through Rental Payments or otherwise.

B. **Payment of Lessor Debt Service.** Based on the transactions described in the Operations Transfer Agreement, substantially all personnel previously employed by the Lessor to administer the Lessor Debt Service will be employed or engaged by Lessee. In light of the foregoing, and to ensure funds from Rental Payments are timely and appropriately applied to Lessor Debt Service payments that become due, the Parties agree to take the following actions during the Term:

(1) Lessor will establish a bank account in Lessor's name with a financial institution designated by Lessor for the purpose of receiving deposits of Rental Payments and from which payment of Lessor Debt Service may be made (the "Lessor Account").

(2) Lessor will take all actions necessary and/or as may be requested by Lessee, including executing any authorizations, consents, or other documents, to ensure that Lessee and applicable Lessee personnel are authorized and able to deposit Rental Payments in Lessor's name into the Lessor Account, to make Lessor Debt Service payments in Lessor's name from the Lessor Account, and to take other actions as may be reasonably required in connection with the making of timely and appropriate Lessor Debt Service payments.

(3) Lessee will, through its authorized personnel, deposit Rental Payments in Lessor's name into the Lessor Account and will subsequently pay such funds in Lessor's name against the Lessor Debt Service as Lessor Debt Service payments become due.

(4) Except as otherwise provided herein, Lessee assumes no liability or other responsibilities with respect to the Lessor Debt Service and is relying upon Lessor's timely and accurate provision of information, access, and data needed for Lessee to perform the services described in this Section 4.1.B. Lessor will provide Lessee with any applicable information, documentation, and agreements in order to assist Lessee in complying with Lessee's covenants and other obligations, and otherwise exercising Lessee's rights, under this Section 4.1.B.

(5) In recognition of the fact that the arrangements relating to the Lessor Account as set forth under this Section 4.1.B. will serve both Parties' interests and otherwise ensure they remain compliant with the terms of the Lease, Lessee will not charge any services fees related to activities of its personnel in connection with the Lessor Account.

ARTICLE V ADDITIONAL AGREEMENTS OF THE LESSEE

Section 5.1 Assignment and Subletting. Lessee may sublet the Leased Property in whole or in part without Lessor's consent for healthcare operational or support purposes, or if otherwise consistent with the operation, management, or development of the Business. Lessor will

be deemed to have consented to other subleases of the Leased Property to the extent Lessor does not object in writing within thirty (30) days after having been provided advance written notice of the same by Lessee. Lessee may assign or transfer this Lease or any interest herein to WTH or to a wholly owned subsidiary entity of WTH upon notice to Lessor. Except as otherwise expressly provided herein, Lessee will not assign or transfer this Lease, or any interest herein, without the prior written consent of Lessor, which consent will not be unreasonably withheld, conditioned, or delayed. The making of any such sublease, assignment, transfer or sublease will not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations hereunder.

Section 5.2 Insurance.

A. Lessee will, at its own expense, obtain and keep in force during the Term a policy or policies of insurance covering loss or damage to the Leased Property providing coverage as of the Commencement Date with such coverage consistent with the coverage Lessee maintains for similar facilities, as reasonably determined by Lessee. Certificates of insurance evidencing the policies required hereby will be provided by Lessee to Lessor upon request.

B. Lessor and Lessee hereby waive all rights of recovery and causes of action which either has or may have or which may arise hereafter against the other, whether caused by negligence, intentional misconduct or otherwise, for any damage to the Leased Property or to any property stored thereon or to the operations of the Leased Property caused by any perils covered by fire and extended coverage, building, contents and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers are in addition to all other waivers or releases contained in this Lease and will apply only to the extent of any recovery made by the parties under any policy of insurance now or hereafter issued; and further provided that the foregoing waivers do not invalidate any policy of insurance of the parties, now or hereafter issued. Lessor and Lessee agree that they will cause all policies of insurance maintained in connection with the Leased Property or the operations of the Leased Property to contain a clause or endorsement by which the insurer waives rights of recovery by subrogation or otherwise for damage to property caused by fire or any casualty or peril covered by such insurance, whether or not the same has been caused by the fault or negligence of the other party or anyone to whom such party may be responsible. Lessor and Lessee agree to waivers of subrogation with their insurance carriers as described in this Section 5.2.B, but Lessor acknowledges that Lessee cannot control insurance of third parties that are contracted by Lessee that may or may not provide waivers of subrogation within their respective insurance carriers.

C. Lessee will be in compliance with the terms of Section 5.2.B should it, in its discretion, choose to self-insure all or any portion of the risks described herein, so long as it complies with all aspects of Tennessee law regarding such self-insurance.

Section 5.3 Casualty and Condemnation.

A. If any part or all of the Leased Property should be damaged or destroyed by fire, storm or other casualty or there is a condemnation or conveyance in lieu of condemnation and the amount of damage or affected Leased Property exceeds 10% of the Book Value of the Leased Property, Lessee will give written notice thereof to Lessor within the longer of ten (10) days after

the date the damage occurred or five (5) days after the determination of the amount of damage. Such written notice will set forth in reasonable detail a description of the affected Leased Property and the nature and extent of the damage, destruction or taking of property in question.

B. If, during the Term of this Lease: (1) all or a portion of the Leased Property comprising the main hospital building located at 301 Tyson Ave, Paris, Tennessee 38242 ("Hospital Building") becomes so damaged by fire, storm, or other casualty such that substantial alteration or reconstruction of the Hospital Building will, in Lessee's reasonable opinion, be required for the Hospital Building's continued operation; or (2) there is any material loss to the Hospital Building that is not covered by insurance (the occurrence of any of subsections (1) and (2) being referred to as a "Substantial Hospital Building Destruction"); then Lessee will develop and construct upon the Leased Property a replacement healthcare building that Lessee, after consultation with Lessor, determines is reasonably appropriate for the healthcare needs of the community. With respect to damage or casualty occurring on any portion or portions of the Leased Property not constituting the Hospital Building, Lessor may use, restore, otherwise develop and construct upon, or forego any further use of, such portion or portions of the Leased Property, all in a manner deemed appropriate by Lessee within its sole discretion. Lessee will be entitled to any and all insurance proceeds issued to Lessee because of damage or casualty occurring upon the Leased Property during the Term, and Lessor will remit, or cause to be remitted, any such proceeds to Lessee the extent Lessor receives payment of the same.

C. If the whole or any substantial part of the Leased Property (such that the remaining portion thereof is not useable by Lessee, in Lessee's reasonable determination) will be taken for any public or any quasi-public use under any statute or condemned by eminent domain or acquired by private purchase in lieu of condemnation, then all compensation awarded or paid upon such a total or partial taking of the Leased Property will belong to and be the property of Lessee without any participation by Lessee. Lessor hereby irrevocably assigns its interest in any such proceeds to Lessee and will promptly remit any such proceeds to Lessee upon Lessor's receipt of the same.

Section 5.4 Utilities and Taxes; Triple Net Lease. In addition to Lessee's obligations with respect to insurance set forth in Section 5.2, Lessee will be responsible for all utilities and taxes assessed with respect to the Leased Property during the Term; provided that the County will not impose any taxes on Lessee that, as so imposed, are discriminatory to Lessee in their application or validity. The parties acknowledge and agree that the Lease is intended to and will constitute a triple net lease. Notwithstanding the foregoing, to the extent permitted under applicable law, Lessor and County agree that Rental Payments will constitute an agreement for payment in lieu of taxes.

Section 5.5 Covenants as to Operation and Maintenance of Leased Property. The Lessee hereby covenants to operate and maintain the Leased Property in good condition and repair as reasonably determined by Lessee and otherwise in material compliance with this Lease and all pertinent laws, ordinances, rules, regulations and orders applicable to the Lessee; and, in connection with the operation, maintenance, repair and replacement of the Leased Property, to comply in all material respects with all applicable ordinances, laws, rules, regulations and orders of the United States of America, the State, the County Board, or the town of Paris, Tennessee,

other than any thereof whose validity or applicability is discriminatory to Lessee or is otherwise being contested in good faith.

Section 5.6 Nondiscrimination. The Lessee covenants that it will not discriminate in its operation of the Leased Property on the basis of age, race, creed, color, sex, national origin, religion, or disability.

Section 5.7 Further Actions and Assurances. Lessee hereby covenants and agrees that it will, in good faith without unreasonable delay, throughout the Term of this Lease, take such actions that are requested by Lessor that are necessary in the reasonable opinion of Lessor for the performance by Lessee of its obligations under this Lease.

ARTICLE VI ADDITIONAL AGREEMENTS OF THE LESSOR

Section 6.1 Additional Agreements Regarding Financing. Any provision in this Lease to the contrary notwithstanding, Lessor hereby recognizes that the Lessee may from time to time obtain Financing with respect to its leasehold interest in the Leased Property for Additions located on the Leased Property as described in Section 3.2. Lessor hereby specifically approves the collateral assignment of the Lessee's leasehold interest in the Leased Property by the Lessee to secure such Financing, and any other pledge of or encumbrance on the Lessee's leasehold interest in all or a portion of the Leased Property, in connection with such Financing. Lessor will not be required to, and the Lessee and its Affiliates may not, encumber or otherwise incur any Lien or Liens on Lessor's fee interest in the Leased Property or any part thereof to effectuate such Financing or otherwise absent Lessor's written consent. Lessor further hereby specifically agrees that, without releasing the Lessee from any obligation hereunder, the trustee or any other appropriate party to such Financing may be granted the right to cure any default under this Lease on the part of the Lessee and otherwise to perform the Lessee's obligations under this Lease. In furtherance thereof, said trustee or other appropriate party may be granted the right to make any necessary advances, to enter upon and take possession of the Leased Property, to the extent of the Lessee's leasehold interest therein.

Section 6.2 Restrictive Covenant. Neither Lessor nor the County will provide or contract for services competing with those of the Lessee during the Term of this Lease, either individually, jointly or through a partnership, joint venture or other collaborative arrangement with any other party. Neither Lessor nor County will enter into a lease with any third party that directly or indirectly competes with all or a portion of the Business without the prior written consent of Lessee. Notwithstanding the foregoing, Lessee's written consent is not required for Lessor or County's use of property owned or leased by them for the sole purpose of a County Health Department or County EMS operation. The parties agree that the restrictions contained in this section are reasonable in scope and necessary for the purpose of the transaction.

Section 6.3 Granting of Easements. The Lessee may, at any time or times, subject to the prior written consent of Lessor which will not be unreasonably withheld, (i) grant easements rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Leased Property, or (ii) release existing easements, rights-of-way and other rights or privileges, all with or without consideration

and upon such terms and conditions as the Lessee will determine, and Lessor agrees that it will execute and deliver, subject to its consent as set forth above, any instrument necessary or appropriate to confirm and grant or release any such easement, right of way or other right or privilege or any such agreement or other arrangements, upon receipt by Lessor of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, and (ii) an Officer's Certificate requesting such instrument and stating that such grant or release is not detrimental to the proper conduct of the business of the Lessee and does not materially impair the use of the Leased Property for its intended purposes or materially and adversely affect the value thereof. If the instrument of grant will so provide, any such easement or right and the rights of such other parties thereunder will be superior to the rights of Lessor under this Lease and will not be affected by any termination of this Lease or default on the part of the Lessee hereunder. Notwithstanding the above, the Lessee may freely grant such licenses as it reasonably deems necessary without Lessor's prior consent.

Section 6.4 Contracts. Lessee may contract for the performance by others of operations or services on or in connection with the Leased Property, or any part thereof, for any lawful purpose, provided that: (i) each such contract will not be inconsistent with the provisions of this Lease (ii) the Lessee will remain fully obligated and responsible under this Lease to the same extent as if such contract had not been executed; and (iii) such contract is permitted under the terms of any debt covenants applicable to the Leased Property.

Section 6.5 Quiet Enjoyment of the Leased Property. Lessor covenants and agrees that Lessee, upon performance of the covenants and compliance with the conditions on the part of the Lessee herein set forth to be kept and performed, will at all times during the Term hereby granted, quietly have, hold, and peaceably enjoy possession of the Leased Property, without any suit, trouble or hindrance from Lessor, or their successors or assigns. During the Term of this Lease, all actions of Lessor in respect to the Leased Property will be subject to, and not in derogation of, the terms and conditions of this Lease.

Section 6.6 Lessee Property. Lessor hereby acknowledges and agrees that, except as specifically set forth herein, property of the Lessee that does not consist of Leased Property (including any replacements) will not be subject to this Lease.

Section 6.7 Third Party Leases. To the extent any of the Leased Property is subject to third party leases, Lessor agrees not to extend any such lease beyond its existing term without the Lessee's prior written consent, which may be granted or withheld in the Lessee's sole discretion.

Section 6.8 Negative Pledge: Permitted Encumbrances. Lessor will not create or suffer to be created or cause to exist upon their respective fee interests in the Leased Property or any part thereof any mortgage or other Lien, security interest or other similar right or interest, servitude, easement, right of way, license, encumbrance, irregularity or defect in title, cloud on title, restriction, reservation or covenant running with the land (the "Fee Interest Encumbrance"), except with the written consent of the Lessee, or under circumstances where such Fee Interest Encumbrance is expressly made subordinate to this Lease; provided, however, that Lessee acknowledges that the Fee Interest Encumbrance set forth on Exhibit E hereto exists as of the Commencement Date and will be permitted to continue in existence during the Term.

Section 6.9 Further Actions and Assurances. Lessor hereby covenants and agrees that it will, in good faith without unreasonable delay, throughout the Term of this Lease, take such actions that are requested by Lessee and necessary in the reasonable opinion of Lessee for the performance by Lessor of its obligations under this Lease.

Section 6.10 Rental Payment Offset. Lessee may offset any Unindemnified Losses (as that term is defined in the Operations Transfer Agreement) that become payable in accordance with the terms of the Operations Transfer Agreement, against Rental Payments due under this Lease, unless otherwise agreed by the parties.

Section 6.11 Non-Disparagement. Lessor and the County acknowledge and agree that, as this Lease and the OTA are intended in part to help support the health care needs of the community, on and after the date that this Lease is executed by all parties hereto, Lessor and County covenant and agree that they will not make any statements or take any actions that would reasonably be interpreted as disparaging of or undermining community support for WTH or Lessee's operation of the Hospital as contemplated under this Lease and the Operations Transfer Agreement; provided that the foregoing restriction will not prohibit Lessor or County from enforcing their legal rights. Notwithstanding the foregoing, Lessee acknowledges and agrees that the County will not be in breach of the foregoing restriction on the basis of oral or written statements by government officials acting in their individual capacity and not on behalf of the County or the County Board.

Section 6.12 Lessor Continuing Existence. Lessor and the County agree that they will not, individually or together, take any action to dissolve Lessor as a legally existing entity during the Term of this Lease.

ARTICLE VII DEFAULTS AND REMEDIES

Section 7.1 Lessee Default.

A. A "Lessee Default," as used herein, means any of the following events together with the expiration of any "cure" or similar period identified in connection with any such events. For the avoidance of doubt, a "Lessee Default" will not have occurred unless and until such "cure" or similar such time period has expired.

(1) The Lessee fails to cure any undisputed payments due and owing within ten (10) days after Lessor's provision of written notice to Lessee regarding the same;

(2) The Lessee fails to duly observe or perform any material [i.e., affecting twenty-five percent (25%) or more of the Leased Property)] covenant or term required of Lessee under this Lease, aside from non-payment as is addressed under Section 7.1.A., above, and such failure continues for thirty (30) days or more after Lessor gives written notice to Lessee stating the specific nature of such default; provided, however, if the nature of the Lessee Default is such that more than thirty (30) days are reasonably required for its cure, then Lessee will not be

deemed to be in default if Lessee commences such cure within said thirty (30) day period, is diligently prosecuting such cure to completion, and completes such cure within ninety (90) days from the date of receipt of such notice from Lessor or within a reasonable timeframe based on the nature of the cure required;

(3) A decree or order by a court having jurisdiction in the premises will have been entered adjudging the Lessee a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization or arrangement of the Lessee under the United States Bankruptcy Act or any other similar applicable federal or state law, and such decree or order will have continued undischarged and unstayed for a period of ninety (90) days; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or trustee or assignee in bankruptcy or insolvency of the Lessee or of its property, or for the winding up or liquidation of its affairs, will have been entered, and such decree or order will have remained in force undischarged and unstayed for a period of ninety (90) days;

(4) The Lessee will institute proceedings to be adjudicated a voluntary bankrupt, or will consent to the institution of a bankruptcy proceeding against it, or will file a petition or answer or consent seeking reorganization or arrangement under the United States Bankruptcy Act or any other similar applicable federal or state law, or will consent to the filing of any such petition, or will consent to the appointment of a receiver or trustee or assignee in bankruptcy or insolvency of it or of its property, or will make assignment for the benefit of creditors, or will admit in writing its inability to pay its debts generally as they become due, or corporate action will be taken by the Lessee in furtherance of any of the aforesaid purposes; or

(5) Any of Lessee's representations or warranties in this Lease are not true or correct in any material respect.

B. If a Lessee Default occurs and remains uncured beyond any applicable cure periods as provided herein, then Lessor will have the following rights and remedies:

(1) Lessor may take such action as may be reasonably required to remedy such Lessee Default, and if Lessor is required to expend reasonable funds to cure such Lessee Default, Lessee will promptly reimburse such amounts within thirty (30) days after Lessor provides itemized written evidence confirming the costs incurred by Lessor in connection therewith, and if Lessee fails to timely reimburse Lessor pursuant to this subsection for any reason, Lessor may take legal action and add the amounts awarded in such judgment from the then-current Rental Payments payable to Lessor under this Lease; and/or

(2) Lessor may pursue any other remedy at law or in equity, including a suit for injunctive relief but excluding termination of this Lease, it being understood that Lessor's rights hereunder are cumulative and non-exclusive.

C. Lessor will use reasonable efforts, as appropriate under the circumstances, to mitigate Lessor's damages and losses arising from a Lessee Default, provided that Lessor will not be required to expend any funds with respect to any such mitigation.

Section 7.2 Lessor Default.

A. The following events will be a "Lessor Default" under this Lease:

(1) if Lessor fails to observe or perform any of the covenants, conditions, or obligations of Lessor provided for in this Lease and such failure continues for thirty (30) days or more after Lessee gives written notice to Lessor stating the specific nature of such default; provided, however, if the nature of the Lessor Default is such that more than thirty (30) days are reasonably required for its cure, then Lessor will not be deemed to be in default if Lessor commences such cure within said thirty (30) day period, is diligently prosecuting such cure to completion, and completes such cure no later than ninety (90) days from the date of receipt of such notice from Lessee, or

(2) any of Lessor's representations or warranties in this Lease are not true or correct in any material respect.

B. If a Lessor Default occurs and remains uncured beyond any applicable cure periods as provided herein, then Lessee will have the following rights and remedies:

(1) Lessee may take such action as may be reasonably required to remedy such Lessor Default, and if Lessee is required to expend reasonable funds to cure such Lessor Default, Lessor will promptly reimburse such amounts within thirty (30) days after Lessee provides itemized written evidence confirming the costs incurred by Lessee in connection therewith, and if Lessor fails to timely reimburse Lessee pursuant to this subsection for any reason, Lessee may take legal action and offset the amounts awarded in such judgment from the then-current Rental Payments payable to Lessor under this Lease; and/or

(2) Lessee may pursue any other remedy at law or in equity, including a suit for injunctive relief but excluding termination of this Lease, it being understood that Lessee's rights hereunder are cumulative and non-exclusive.

**ARTICLE VIII
EVENTS OF EXPIRATION OR TERMINATION**

Section 8.1 Purchase Option. In the event (a) WTH enters into a definitive written agreement for the sale of substantially all of its assets to a third party (a "Sale"), (b) Lessor and Lessee mutually agree in writing to terminate the Lease; or (c) of the expiration of this Lease upon completion of the Term, Lessor will have the right ("Purchase Option Right") to reacquire all rights in the Leased Property and the right to operate and manage the Business by entering into an operations transfer agreement with Lessee on commercially reasonable terms for a purchase price payable in immediately available funds to Lessee equal to the Option Purchase Price. The Purchase Option Right is not assignable. Lessor must exercise the Purchase Option Right by

terminating this Lease and providing written notice to Lessee (i) within ninety (90) days following a Sale pursuant to subsection (a), above; (ii) at least one hundred eighty (180) days prior to expiration of the Lease pursuant to subsection (c), above; or (iii) upon such other period as mutually agreed to in writing by the parties. Time is of the essence and if Lessor fails to provide such notice in a timely manner, Lessor irrevocably waives the Purchase Option Right. The date that Lessee receives such notice will constitute the "Option Notice Date" for the purpose of calculating the Option Purchase Price. Lessee reserves the right to retain any and all Lessee Personal Property prior to the closing of the Purchase Option Right.

Section 8.2 Lessee Right to Acquire Fee Simple Title in the Leased Property. In the event (i) Lessor has and does not exercise the Purchase Option Right in a timely manner as set forth under Section 8.1 and either (A) the Lease expires or terminates for any reason, (B) Lessor fails to maintain its legal existence as a hospital district during the Term of the Lease, or (C) the Lessor Debt Service is satisfied in full, all rights associated with the Purchase Option Right will terminate and Lessor will convey fee simple title in the Leased Property, free of liens and encumbrances except as otherwise permitted herein, to Lessee or its designee in consideration of all Rental Payments made by Lessee during the Term of this Lease. If the sum of all such Rental Payments made by Lessee does not exceed the then current Book Value of the Leased Property after subtracting the Book Value of all Additions made by Lessee, Lessee will pay Lessor a purchase price equal to the difference of such amounts as further consideration for the conveyance of title to the Leased Property. This Section 8.2 does not limit Lessor's rights to pursue available remedies in the event of a Lessee Default.

A. The purchase price (if any) will be paid in cash or immediately available funds upon the conveyance of a deed to Lessee of title to the Leased Property and conveying the Leased Property free and clear of all monetary liens and encumbrances and subject to all matters of record, and Lessor will not record or permit to be recorded any agreement that prohibits or impairs Lessee's use of the Leased Property.

B. Lessee, at its sole cost and expense, will have a period of one hundred eighty (180) days prior to closure of the fee simple conveyance contemplated under this Section 8.2 (the "Due Diligence Period") to perform due diligence and conduct inspections of the Leased Property. During the Due Diligence Period, Lessor will deliver copies of all then-applicable Leased Property Materials to the extent such Leased Property Materials are in Lessor's possession and Lessee does not, and could not through reasonable, practicable efforts, obtain them.

C. Within the Due Diligence Period, Lessee may obtain a commitment for a policy of title insurance relative to the Leased Property, with such affirmative coverage as Lessee may reasonably specify and request, along with a real property survey of the Leased Property, and Lessee will be entitled to provide written notice to Lessor of title defects, exceptions to coverage, and/or encumbrances on the Leased Property indicated by the title commitment, survey, and/or any zoning certification letter pertaining to the Leased Property (the "Title Objection Letter"). Lessor will have the right, but not the obligation, to cure such objections raised in the Title Objection Letter at Lessor's sole cost and expense, and Lessor may notify Lessee in writing whether Lessor elects to cure, or not cure, the title objections set forth in such Title Objection Letter, within five (5) business days of receipt thereof; provided, however, that Lessor's failure to give timely notice will be deemed its decision not to cure. If Lessor elects not to cure the title

objections raised in the Title Objection Letter prior to the expiration of the Due Diligence Period, then, notwithstanding anything contained herein to the contrary, Lessee, at its sole cost and expense, may cure the title objections raised in the Title Objection Letter.

D. In addition to the deed, and prior to expiration of the Due Diligence Period, Lessor will execute: (i) an affidavit satisfactory to Lessee's title company that states there are no claims for unpaid labor or material which might give rise to a mechanic's lien being placed against the Leased Property other than such claims that relate to contractors engaged by Lessee and that Lessee is entitled to exclusive possession at closing; and (ii) such additional documents as may be reasonably necessary to effect the intent of this section, including, but not limited to: resolutions authorizing the conveyance and transfer of the Leased Property; a non-foreign affidavit; settlement statement; tax certification and forms; 1099-S; bills of sale; and assignment and assumption agreements.

E. Lessee also will pay the costs of preparing the deed and any grantor's, transfer, or recordation taxes thereon. Lessee also will pay for the examination of title to the Leased Property, all premiums and examination fees charged by the title company, and any survey costs. Each party will pay its own legal, accounting and other expenses incurred in connection with the conveyance.

Section 8.3 Operations Transfer if Lessor Reacquires the Business. In the event Lessor reacquires the Business based on exercise of a Purchase Option Right as set forth in Section 8.1, the parties will enter into an operations transfer agreement outlining the terms of the transfer of the Business to Lessor. Such operations transfer agreement will specify that: (i) Lessor will acquire ownership of all accounts receivable associated with services provided prior to the effective date on which the Business is transferred, including all liabilities associated with such accounts receivable; (ii) Lessor will be entitled to accounts receivable associated with services provided after the effective date on which the Business is transferred to Lessor; and (iii) Lessor will assume all applicable contracts associated with business operations on the Leased Property unless prohibited by law or otherwise agreed by Lessor and Lessee.

ARTICLE IX MISCELLANEOUS

Section 9.1 Indemnification. The parties, as governmental entities of the State of Tennessee, and by the decision of the State Attorney General, are prohibited from entering into indemnity agreements; such agreements have been determined to nullify state immunity and appropriate public funds without legislative action by the Tennessee General Assembly. Notwithstanding the foregoing, the parties will be responsible for their negligent or intentional acts or omissions, including, without limitation, any non-compliance with their obligations under this Lease.

Section 9.2 Relationships of Parties. Nothing contained in this Lease will be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or partnership or joint venture or of any association between Lessor and Lessee, and no provision contained in this Lease nor any acts of the parties hereto will be deemed to create any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee.

Section 9.3 Post-Lease Commencement Date Access to Information. Lessee acknowledges that subsequent to the Commencement Date, Lessor may need access to information or documents in the control or possession of Lessee for the purposes of audits, compliance with government requirements and regulations, and the prosecution or defense of third-party claims, compliance with the terms of this Lease, or for other legitimate purposes. Accordingly, Lessee agrees that subsequent to the Commencement Date, subject to compliance with state and federal laws dealing with confidentiality of patient medical records and health information, including but not limited to compliance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder regarding the privacy and disclosure of patient health information, Lessee will make available to Lessor, Lessor's agents, independent auditors and/or governmental agencies under reasonable conditions and for a reasonable cost such documents and information in respect of the Leased Property to the extent necessary to facilitate audits, compliance with governmental requirements and regulations, compliance with the terms of this Lease and the prosecution or defense of claims or for other legitimate purposes.

Section 9.4 Inspection of Books and Records.

A. Upon the written request of the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, Lessee will make available to the Secretary the contracts, books, documents and records that are necessary to verify the nature and extent of the cost of providing such services. Such inspection will be available up to four years after the rendering of such services. The parties agree that any applicable attorney-client, accountant-client, or other legal privileges will not be deemed waived by virtue of this Lease.

B. Until the expiration of four (4) years after the furnishing of any services hereunder and in the event the services provided by the parties hereunder are valued at Ten Thousand Dollars (\$10,000) or more during any 12-month period, the parties will make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon the written request of the United States Comptroller General, or any of their duly authorized representatives, all contracts, books, documents or records that are necessary to certify the nature and extent of any and all charges, costs and payments made or received hereunder.

C. Each party or its designated representative is granted access at any reasonable time, upon reasonable conditions and notice, to the books and records of the other party insofar as necessary to verify or review accounting records for the purpose of determining compliance with the terms and provisions of this Lease only.

Section 9.5 Name of Hospital. The Lessee intends to maintain the name of the Hospital consistent with the naming methodology in effect for WTH among its other healthcare facilities.

Section 9.6 Implementation Agreements. The Lessee and Lessor will enter into further agreements as will be necessary from time to time to implement this Lease.

Section 9.7 Governing Law. This Lease and the transactions contemplated hereby will be governed by, interpreted, construed and enforced in accordance with the laws of the State, without regard to conflict of law principles.

Section 9.8 Entire Agreement. This Lease constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, both written and oral, between Lessor and the Lessee with respect to the subject matter hereof.

Section 9.9 Amendments and Modifications. Except as provided herein, this Lease will not be modified, amended or changed in any respect except in writing duly signed by the parties hereto.

Section 9.10 Severability. If any section or subsection of this Lease, or any provision thereof, will be held invalid or unenforceable by a court of competent jurisdiction, such holding will not invalidate or render unenforceable any other section or subsection of this Lease or provision thereof.

Section 9.11 Successors and Assigns. Each party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Lease and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Lease. Except as expressly set forth herein, this Lease may not be assigned by either party hereto without the express written consent of the other party.

Section 9.12 Notices. Any notices required or permitted to be given by the parties hereto will be given in writing and, unless otherwise required under this Lease, will be sufficiently given or made if delivered personally to the person who is to receive the same or if mailed to such person by certified mail, return receipt requested, at its address set forth below. Any such mailed notice will be deemed to have been given as of the date of receipt.

If to Lessor
Henry County Medical Center
Board of Trustees
301 Tyson Avenue
Paris, TN 38242
Attn: Bruce Reed, Chairperson

With a copy to:
Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201
Attn: Angela Humphreys
Email: ahumphreys@bassberry.com

If to the Lessee:
c/o West Tennessee Healthcare
620 Skyline Drive
Jackson, TN 38301
Attn: Chief Financial Officer
Email: jeff.blankenship@wth.org

With a copy to:
West Tennessee Healthcare
620 Skyline Drive

Jackson, TN 38301
Attn: Chief Legal Officer/General Counsel
Email: charleyn.reviere@wth.org

Section 9.13 Captions. Captions in this Lease are solely for purposes of identification and will not in any manner alter or vary the interpretation or construction of this Lease.

Section 9.14 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which will be an original and all of which together will constitute but one and the same agreement. It will not be necessary for all parties to this Lease to have signed the same counterpart, provided that all parties have signed at least one counterpart.

Section 9.15 Immunity. No covenant or agreement contained in this Lease will be deemed to be the covenant or agreement of any member, director, trustee, officer, attorney, agent or employee of Lessor or Lessee in an individual capacity. No recourse will be had for any payment hereunder or any claim based thereon against any past, present or future officer, member, director, trustee, agent, attorney or employee of Lessor or Lessee or its or their successors or assigns, as such, either directly or through Lessor or Lessee, or any such successor or assign, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of such members, directors, trustees, officers, agents, attorneys or employees being hereby released as a condition of and as a consideration for the execution and delivery of this Lease.

Section 9.16 Memorandum of Lease. At Lessee's option and on a form reasonably designated by Lessee, the parties agree to execute a memorandum of lease to be recorded with the Clerk of the Circuit Court for Henry County, Tennessee. Such memorandum of lease will specify Lessee's rights and Lessor's restrictions with respect to the Leased Property and the Excluded Parcel, including without limitation, those rights and restrictions specified within Sections 3.1 and 8.2.

Section 9.17 Confidentiality. It is understood by the parties hereto that, to the extent applicable and not otherwise subject to applicable laws pertaining to public access to and/or disclosure of information, the information, documents, and instruments delivered by a party to the other party hereto are of a confidential and proprietary nature. Consistent with the foregoing, each party will comply with and recognize all confidentiality and non-disclosure requirements that apply to the other party, specifically including the privacy requirements of Legal Requirements, and will comply with all policies and safeguards of the other party relating to protected health information (as defined by federal regulations). Each party hereto agrees that consistent with the foregoing, it will maintain the confidentiality of all such confidential information, documents, or instruments delivered to it by the other party or their agents in connection with the negotiation of this Lease or in compliance with the terms, conditions, and covenants hereof and will disclose such information, documents, and instruments only to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys, and accountants of each party), applicable Government Entities in connection with any required notification or application for approval or exemption therefrom, and other third parties (such as debt holders) to the extent that disclosure may as a practical matter be necessary to complete the transactions. Nothing in this Section, however, will prohibit the use of such confidential information, documents, or

information for such governmental filings as in the opinion of a party's counsel are required by Legal Requirement, are required to comply with a request by a Government Entity for information in connection with an investigation of the transactions described herein, or are otherwise required to be disclosed pursuant to applicable Legal Requirement, provided, however, that notice and opportunity to respond is provided to the party whose information is being sought. Further, nothing in this Section or otherwise under the Lease will be interpreted to prohibit a party from disclosing information that is not customarily treated as or reasonably expected to be maintained as confidential.

Section 9.18 No Third-Party Beneficiaries. This Lease is intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any third party or other person or entity.

Section 9.19 Guaranty. WTH enters into this Lease for the limited purpose of irrevocably and unconditionally guaranteeing Lessee's obligations herein. To that end and as provided in this Section 9.19, WTH hereby guarantees to Lessor the full and punctual performance and observance by Lessee of all of the terms, conditions, covenants and obligations to be performed and observed by Lessee under the Lease. This is a guaranty of payment and performance, provided that Lessor will be obligated to enforce or exhaust its remedies against Lessee before proceeding to enforce any remedies under this Lease against WTH. Lessor must, before joining WTH in any action or proceeding commenced by Lessor against Lessee in connection with or based upon this Lease or any term, covenant, or condition hereof, or seeking recovery from WTH in such action or proceeding or in any independent action or proceeding against WTH, assert, prosecute, and exhaust any such remedy or claim against Lessee first.

Section 9.20 County Joinder. The County hereby enters into this Lease for the limited purposes of:

A. Acknowledging and agreeing to be bound by Section 5.4 (Utilities and Taxes; Triple Net Lease), Section 6.2 (Restrictive Covenant), Section 6.11 (Non-Disparagement), and Section 6.12 (Lessor Continuing Existence); and

B. Acknowledging the restrictions applicable to the Excluded Parcel as set forth under Section 3.1.B.

[Remainder of this page intentionally left blank; signature page follows.]

WITNESS the signatures on behalf of Lessor and Lessee as of the date first written above.

HENRY COUNTY HOSPITAL DISTRICT

By: _____
Name: _____
Its: _____

WEST TENNESSEE HEALTHCARE HENRY COUNTY

By: _____
Name: _____
Its: _____

The undersigned Jackson-Madison County General Hospital District d/b/a West Tennessee Healthcare enters into this Lease for the sole purpose of guaranteeing the obligations of the Lessee pursuant to Section 9.19 hereof.

JACKSON-MADISON COUNTY GENERAL HOSPITAL DISTRICT D/B/A WEST TENNESSEE HEALTHCARE

By: _____
Name: _____
Its: _____

The undersigned Henry County, Tennessee enters into this Lease for the sole purpose of the County's agreements and acknowledgements as set forth under Section 9.20 hereof.

HENRY COUNTY, TENNESSEE

By: _____
Name: _____
Its: _____

EXHIBIT A

Legal Description of Leased Property

[TO BE COMPLETED BY LESSOR]

EXHIBIT B

Legal Description of Property Excluded from Leased Property

1. Henry County Parcel #106 028.00

[Legal description of Henry County Parcel #106 028.00]

ALL...

IT BEING THE SAME...

And further identified in the area bounded in white in the image below and labelled with the words "Excluded Parcel,"

LESS AND EXCEPT

That portion of Henry County Parcel #106 028.00 comprising the "Included Parcel," as defined in the Lease and further identified in the area bounded in red in the image below and labelled with the words "Included Parcel," which description of the Included Parcel will be updated to include a metes and bounds description following receipt of an ALTA/NSPS Survey, all as more particularly described in the Lease.



EXHIBIT C

Knowledge Persons

1. John Tucker, CEO, Henry County Medical Center
2. Dirk Morgan, CFO, Henry County Medical Center
3. Tammi Stjohn, Health Information Management Director / Compliance Officer, Henry County Medical Center

EXHIBIT D

Rental Payment Schedule

The Rental Payment Schedule will be consistent with payments due on the outstanding balance of Lessor Debt Service as of the Commencement Date. The following Rental Payment Schedule includes Lessor's good faith projection of outstanding Lessor Debt Service payments due as of the Commencement Date, but Lessor and Lessee agree that the amount and timing of Rental Payments will be aligned through the Term of the Lease to be consistent with actual amounts due over time with respect to the outstanding balance of Lessor Debt Service on the Commencement Date.

Year	Month	Payment
2024	September	\$ 242,798.84
2025	January	\$ 503,345.21
2025	April	\$ 1,998,000.00
2025	September	\$ 242,798.84
2026	January	\$ 503,345.21
2026	April	\$ 2,012,000.00
2026	September	\$ 242,798.84
2027	January	\$ 503,345.21
2027	April	\$ 2,026,000.00
2027	September	\$ 242,798.84
2028	January	\$ 503,345.21
2028	April	\$ 317,000.00
2028	September	\$ 242,798.84
2029	January	\$ 503,345.21
2029	April	\$ 311,000.00
2029	September	\$ 242,798.84
2030	January	\$ 503,345.21
2030	April	\$ 304,000.00
2030	September	\$ 242,798.84
2031	January	\$ 503,345.21
2031	April	\$ 298,000.00
2031	September	\$ 242,798.84
2032	January	\$ 503,345.21
2032	April	\$ 292,000.00
2032	September	\$ 242,798.84
2033	January	\$ 503,345.21
2033	April	\$ 286,000.00
2033	September	\$ 242,798.84
2034	January	\$ 503,345.21
2034	April	\$ 280,000.00
2034	September	\$ 242,798.84
2035	January	\$ 503,345.21

Year	Month	Payment
2035	April	\$ 273,000.00
2035	September	\$ 242,798.84
2036	January	\$ 503,345.21
2036	April	\$ 266,000.00
2036	September	\$ 242,798.84
2037	January	\$ 503,345.21
2037	April	\$ 259,000.00
2037	September	\$ 242,798.84
2038	January	\$ 503,345.21
2038	April	\$ 252,000.00
2038	September	\$ 242,798.84
2039	January	\$ 503,345.21
2039	April	\$ 246,000.00
2039	September	\$ 242,798.84
2040	January	\$ 503,345.21
2040	April	\$ 239,000.00
2040	September	\$ 242,798.84
2041	January	\$ 503,345.21
2041	September	\$ 242,798.84
2042	January	\$ 503,345.21
2042	September	\$ 242,798.84
2043	January	\$ 503,262.36
2043	September	\$ 242,798.84
2044	September	\$ 242,798.84
2045	September	\$ 242,798.84
2046	September	\$ 237,618.75
2047	September	\$ 1.00
2048	September	\$ 1.00
2049	September	\$ 1.00
TOTAL		\$ 24,801,687.35

EXHIBIT E

Fee Interest Encumbrance

Indebtedness

[Those matters shown as exceptions to title on a title report obtained by Lessee prior to the Commencement Date and that may not be removed without cost on the part of Lessor]

SCHEDULE 3.1

Copy of Subleasing Agreement

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this “Sublease”) is effective as of 12:01 AM on [October 1, 2024] (the “Commencement Date”), by and between WEST TENNESSEE HEALTHCARE HENRY COUNTY, a Tennessee nonprofit corporation (“Sublessor”), and HENRY COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (“Sublessee”).

WHEREAS, Henry County Hospital District, a hospital district established by Private Act and doing business as Henry County Medical Center (the “District”) owned and operated a hospital facility and related healthcare facilities in Paris, Tennessee (collectively, the “Business”); and

WHEREAS, pursuant to that certain Operations Transfer Agreement by and among Sublessor, Sublessee and the District dated [July ___], 2024 (the “OTA”), Sublessee and the District transitioned the operations of the Business to Sublessor effective as of [October 1, 2024]; and

WHEREAS, in connection with the OTA, the District and Sublessor entered into that certain Capital Lease Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof (the “Prime Lease”), pursuant to which the District leased to Sublessor certain real property used in the operations of the Business; and

WHEREAS, the Leased Property (as defined in the Prime Lease) includes property used by Sublessee for Emergency Medical Services (EMS) operations; and

WHEREAS, the parties desire to enter into this Sublease for Sublessor to sublease a portion of the Leased Property to Sublessee for the purpose of continuing EMS operations thereon.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements set forth below, the parties agree as follows:

1. Subleased Property and Term.

(a) Sublessor hereby subleases to Sublessee, and Sublessee hereby accepts and rents from Sublessor, that portion of the Leased Property used by Sublessee for EMS operations known as Parcel 202, as depicted in black outline on the map included on Exhibit B attached hereto (the “Subleased Property”), for a term commencing on the Commencement Date and continuing until termination as set out in Section 13, subject to the conditions contained herein.

(b) This Sublease is for the sole purpose and is conditioned on Sublessee’s use of the Subleased Property solely for the purpose of continuing all or substantially all of Sublessee’s EMS operations thereon. Sublessee will provide prompt written notice to Sublessor in the event it relocates all or any portion of its EMS operations or ceases to provide such services.

(c) Except as may be inconsistent with the terms of this Sublease, all of the terms, covenants and conditions contained in the Prime Lease are hereby incorporated by this reference into, and made part of, this Sublease, and shall be applicable with the same force and

effect as if Sublessor were the lessor under the Prime Lease and Sublessee were the lessee thereunder.

2. **Rent.** During the Term, Sublessee shall make annual rental payments to Sublessor in the amount of One Dollar (\$1.00), due within the first thirty (30) days of each calendar year.

3. **Expenses and Maintenance.** Sublessee will be responsible for all maintenance and upkeep of the Subleased Property and all expenses relating to or arising from its use of the property, including but not limited to obtaining and maintaining in Sublessee's name all utilities, landscaping, parking lots, sidewalks, building repairs. Sublessor will have no responsibility or obligation for utilities, expenses or maintenance of the Subleased Property.

4. **Subletting and Assignment.** Sublessee may not sublet the Subleased Property or assign this Sublease, in whole or in part, without the express written consent of Sublessor, except that such written consent is not required for a sublease to a provider contracted with Sublessee to perform EMS services on Sublessee's behalf.

5. **Repairs and Damages to the Subleased Property.**

(a) Sublessee shall maintain and repair the Subleased Property, at Sublessee's sole cost and expense, in such condition, order and repair as the same are in as of the Commencement Date or as may be installed during the Term, reasonable wear and tear excepted, agrees to repair any damage to any part or parts of the Subleased Property or buildings as reasonable, and agrees to permit no waste of the Subleased Property, or to allow the same to be done, but to take good care of the same.

(b) Sublessee shall be responsible and liable for any injury or damage done to the Subleased Property, which injury or damage is occasioned by acts of Sublessee or its employees or any occupant or invitee whom Sublessee permits to be on or about the Subleased Property.

(c) Except to the extent Sublessor receives reimbursement for damages to the Subleased Property pursuant to a policy of insurance, Sublessee agrees to be responsible to repair any damages resulting to the Subleased Property caused by Sublessee.

6. **Insurance.** Sublessee shall, at its sole cost and expense, obtain and maintain in full force at all times during the Term:

(a) commercial general liability insurance written on an occurrence basis with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with such limits applying specifically to the Subleased Property; and

(b) special coverage / all-risk property insurance in an amount to cover 100% of the replacement cost of the Subleased Property, for the benefit of Sublessor. Sublessor shall be named as loss payee on such policy.

Sublessee shall deliver to Sublessor certificates of insurance evidencing the insurance coverages provided herein.

7. **Rules and Regulations.** Sublessee shall have the right and authority to make and enforce such reasonable rules and regulations as, in its judgment, may from time to time be needed for the safety, care and cleanliness of the Subleased Property and for the preservation of good order therein.

8. **Compliance with Governmental Regulations.** Sublessee shall comply, to the extent reasonably possible, with all applicable rules, orders, ordinances and regulations of the governmental authorities of the United States, State of Tennessee, Henry County and all departments and subdivisions thereof.

9. **Indemnification.** The parties, as governmental entities of the State of Tennessee, and by the decision of the State Attorney General, are prohibited from entering into indemnity agreements; such agreements have been determined to nullify state immunity and appropriate public funds without legislative action by the Tennessee General Assembly. Notwithstanding the foregoing, the parties will be responsible for their negligent or intentional acts or omissions, including, without limitation, any non-compliance with their obligations under this Sublease.

10. **Alterations.** Sublessee shall not make any alterations to the Subleased Property without the express written consent of Sublessor, except for any alterations that are needed for EMS operations and that would not diminish the value of the Subleased Property. Any alterations permitted in accordance herewith, will be made at Sublessee's sole cost and expense and without damage to the Subleased Property. In the event Sublessee fails to complete any permitted alteration, Sublessee shall restore the Subleased Property as soon as practicable to the previous condition of the Subleased Property before such alteration was undertaken.

11. **Surrender.** At the expiration or termination of this Sublease, Sublessee shall quit and surrender the Subleased Property in as good a condition as when received, reasonable wear and tear and damage by fire or other casualty excepted; provided, however, that the foregoing exception shall not be construed to relieve Sublessee of any duty to make repairs or replacements under any other provisions of this Sublease or the Prime Lease.

12. **No Holdover.** If Sublessee (or anyone claiming through Sublessee) does not immediately surrender the Subleased Property or any portion thereof upon the expiration or termination of the Sublease in accordance with Section 11, then (a) any such holdover shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will nor a tenancy from month-to-month, and (b) there shall be no renewal or extension of this Sublease by operation of law. Sublessor will further have the right to take any and all lawful action to recover possession of the Subleased Property, and Sublessee will be responsible for all expenses, including attorney fees, incurred by Sublessor in effecting recovery of possession.

13. **Termination.** This Sublease may be terminated as follows:

- (a) by the mutual consent of the parties,
- (b) by the substantial destruction of the Subleased Property as a result of fire or casualty,

(c) by either party if the other party materially defaults under its obligation under this Sublease and such default is not cured within thirty (30) days after written notice thereof;

(d) by Sublessee upon one hundred eighty (180) days' prior written notice to Sublessor, or

(e) automatically, immediately, and simultaneously upon Sublessee ceasing use of the Subleased Property for all or substantially all of its EMS operations.

14. Joint Action and Further Assurance. Sublessor and Sublessee shall cooperate and use their best efforts to perform their respective duties and obligations hereunder and to carry out and effectuate the purposes of this Sublease.

15. Miscellaneous.

(a) Notices. All notices required hereunder shall be sent certified mail, return receipt requested, to the respective parties at the following addresses or at such other address as either party may subsequently designate:

If to Sublessor: West Tennessee Healthcare Henry County
c/o West Tennessee Healthcare
620 Skyline Drive
Jackson, TN 38301
Attn: Chief Financial Officer

If to Sublessee Henry County, Tennessee
101 W. Washington St.
Paris, TN 38242
Attn: County Mayor

(b) Entire Agreement. This Sublease constitutes the entire agreement between the parties hereto with reference to the subject matter hereof and supersedes any and all prior understandings or agreements whether oral or written. This Sublease shall not be assigned, amended, modified, or terminated nor shall the performance of any provisions hereof be waived except by an instrument, in writing, executed by the parties hereto.

(c) Binding Effect. This Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Sublease Subordinate. This Sublease is subject and subordinate to the Prime Lease.

(e) Governing Law. This Sublease shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee.

(f) Severability. In the event that a provision or provisions of this Sublease shall be declared inoperative or invalid by any court, the remaining provisions of this Sublease shall remain unaffected thereby and shall be fully enforced.

(g) Counterparts. This Sublease may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Sublease Agreement as of the day and year first above written.

WEST TENNESSEE HEALTHCARE HENRY COUNTY

By: _____
Name: _____
Its: _____

HENRY COUNTY, TENNESSEE

By: _____
Name: _____
Its: _____

EXHIBIT A

Prime Lease

[Attached.]

EXHIBIT B

Subleased Property



1354561/5

MEDICAID BILLING AGREEMENT

This **MEDICAID BILLING AGREEMENT** (this “Agreement”) is dated as of [October 1, 2024], by and between Henry County Hospital District, a hospital district established by Private Act and doing business as Henry County Medical Center (“Current Operator”); and West Tennessee Healthcare Henry County, a Tennessee nonprofit corporation (“New Operator”). The parties may be referred to herein individually as a “Party,” and collectively, as the “Parties.”

RECITALS

A. Current Operator is the licensed operator of the Business facilities listed on Schedule 1 attached hereto (each, a “Facility,” and collectively, the “Facilities”).

B. Current Operator and New Operator are parties to that certain Operations Transfer Agreement, dated as of [____], 2024 (as the same may have been amended, supplemented, or otherwise modified from time to time, the “OTA”), pursuant to which, among other things, New Operator will become the licensed operator of the Facilities.

C. New Operator desires to bill for services provided to patients at the Facilities under Current Operator’s Medicaid provider numbers for each Facility, each of which is set forth on Schedule 1 attached hereto (collectively, the “Provider Numbers”).

D. The Parties desire to enter into this Agreement to set forth the terms and conditions that will govern New Operator’s billing for services provided to patients at the Facilities under the Provider Numbers.

AGREEMENT

1. Recitals. The above Recitals are hereby incorporated into this Agreement as if fully set forth herein.

2. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the OTA.

3. Medicaid Provider Numbers. After the Closing Date, New Operator shall use reasonable efforts to obtain its own Medicaid provider numbers, as soon as practicable, to allow New Operator to bill directly for services provided at the Facilities. Current Operator agrees to reasonably cooperate with New Operator in its efforts to obtain new Medicaid provider numbers, including by providing to New Operator or any Governmental Authority any information in Current Operator’s possession that is requested to effectuate the issuance to New Operator of new Medicaid provider numbers.

4. Medicaid Billing. Notwithstanding anything in the OTA to the contrary, Current Operator hereby assigns to New Operator the right to bill under the Provider Numbers during the period commencing on the Closing Date and ending on the date on which New Operator obtains its own Medicaid provider numbers allowing New Operator to bill Medicaid directly for services provided at the Facilities (such period, the “Billing Period”). For the avoidance of doubt, during the Billing Period, New Operator shall be permitted to bill under the Provider Numbers for all services provided to patients at the Facilities from and after the Closing Date. Current Operator makes no representations regarding the use by New Operator of the Provider Numbers. The right of New Operator provided in this Section 4 to bill under the Provider Numbers shall be conditioned upon Current Operator not receiving knowledge of any law, regulation, policy, order or guidance document from a Governmental Authority prohibiting such assignment, and shall

automatically terminate at the end of the Billing Period. New Operator does not assume, and nothing herein shall be construed to impose upon New Operator, any obligations under the Provider Numbers arising with respect to occurrences during periods prior to the Closing Date. New Operator shall use the Provider Numbers in accordance with applicable laws and regulations and shall be responsible for any liability arising from its use of the Provider Numbers. Nothing herein shall be deemed to limit or affect in any way New Operator's right to bill under Current Operator's Medicare provider numbers for services provided from and after the Closing Date in accordance with the OTA.

5. Medicaid Revenues. Current Operator shall remit to New Operator all Medicaid payments and remittance advice Current Operator may receive after Closing for billing conducted by New Operator at the Facilities using the Provider Numbers during the Billing Period (such payments, the "Medicaid Revenues"), as permitted by this Agreement. All Medicaid Revenues that Current Operator directly or indirectly receives during the Billing Period that relate to the operations of the Facilities on or after the Closing Date, shall be transferred by Current Operator into New Operator's bank account set forth on Schedule 2 attached hereto (the "Deposit Account"). In accordance with the OTA, Current Operator shall also remit to New Operator all Medicaid revenues that Current Operator directly or indirectly receives that relate to the operations of the Facilities prior to the Closing Date.

6. Entire Agreement. This Agreement and the OTA constitute the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements relating thereto. In the event of any inconsistency or conflict between the terms and provisions of this Agreement and the OTA, the terms and provisions of this Agreement shall govern and control.

7. Governing Law. This Agreement is made in and shall be governed by and construed in accordance with the laws of the State of Tennessee, without regarding to principles of conflicts of law.

8. Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.

9. Counterparts; Headings. This Agreement may be executed and delivered (including by facsimile transmittal, portable document format, or by similar electronic means, which for purposes of this Agreement shall be deemed to be an original signature) in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

10. Cost Reporting. The Parties acknowledge that Current Operator is required to file cost reports with the appropriate Medicaid agencies that will include the billing conducted by New Operator under the Provider Numbers during the Billing Period (the "Cost Reports"). New Operator shall fully cooperate with Current Operator in the reporting process and shall provide any information needed for Current Operator to timely and accurately complete the Cost Reports. All liability arising from claims related to the completeness or accuracy of the Cost Reports shall remain with New Operator.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

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

CURRENT OPERATOR:

HENRY COUNTY HOSPITAL DISTRICT

By: _____

Name: _____

Its: _____

NEW OPERATOR:

WEST TENNESSEE HEALTHCARE HENRY COUNTY

By: _____
Name: _____
Its: _____

Schedule 1

Facilities

Facility Name	Facility Address	Provider Number

Schedule 2

Deposit Account

Line	Description	Amount
1
2
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9
10
11
12
13
14
15
16
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ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

A motion was made by Commissioner Carter to adjourn. Commissioner Travis seconded the motion.

ITEM NO. 7

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK								
CARTER, DELL			X					
ELIZONDO, CHARLES								
GEAN, RITA								
HAMILTON, MISSY								
HAYES, DAVID								
HUMPHREYS, KENNETH								
McELROY, MELISSA								
NEAL, PAUL								
STARKS, MONTE								
TRAVIS, JAY				X				
VISSER, MARTY								
WEBB, DAVID								
WILES, RALPH								
TOTAL								

VOICE VOTE CARRIED