CLOSING SET

ERLANGER HEALTH SYSTEM CONVEYANCE

Signing Date: August 29, 2022

Closing Date: July 1, 2023

Closing Binder Index

Chattanooga-Hamilton County Hospital Authority, *a Tennessee non-profit, public benefit corporation*....."Authority"
Erlanger Health, *a Tennessee non-profit, public benefit corporation*....."EH"
Erlanger MergeCo, LLC, *a Tennessee nonprofit limited liability company*....."MergeCo"
Hamilton County, Tennessee....."County"
City of Chattanooga, Tennessee....."City"
Oversight Monitor, Inc., *a Tennessee nonprofit, public benefit corporation*....."Oversight Monitor"
Holland & Knight LLP, *counsel to Erlanger*....."H&K"
Kutak Rock LLP, *bond counsel to Erlanger*....."Kutak"
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, *counsel to the County*....."Baker"

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I. Mission Agreement and Disclosure Schedules

EXECUTION VERSION

MISSION AGREEMENT

BY AND AMONG

CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY,
a Tennessee non-profit, public benefit corporation;

ERLANGER HEALTH,
a Tennessee non-profit, public benefit corporation;

AND

HAMILTON COUNTY, TENNESSEE

AUGUST 29, 2022

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MISSION AGREEMENT

This **MISSION AGREEMENT** (the "Agreement") is made and entered into as of August 29, 2022 (the "Effective Date") by and among **CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY**, a Tennessee non-profit, public benefit corporation (the "Authority"), **ERLANGER HEALTH**, a Tennessee non-profit public benefit corporation ("EH"), and **HAMILTON COUNTY, TENNESSEE** (the "County"), solely with respect to the oversight and dispute resolution provisions set forth in ARTICLE 3 and ARTICLE 11 herein, respectively. The Authority, and EH are each referred to individually herein as a "Party" and, collectively, as the "Parties." ARTICLE 14 contains a glossary of all capitalized defined terms used in this Agreement.

RECITALS

WHEREAS, the County is a political subdivision within the State of Tennessee which holds appointment rights to the Authority's Board of Trustees and which holds a reversionary interest and reconveyance option with respect to some of the real property of the Authority;

WHEREAS, the Hamilton County Mayor ("County Mayor") serves as the chief executive officer of the County and the Hamilton County Board of Commissioners ("County Commission") serves as the legislative decision-making body of the County;

WHEREAS, the Authority was created by a private act passed by the General Assembly of the State of Tennessee on March 11, 1976, and adopted by a majority of the qualified voters of the County, on August 5, 1976, as amended (the "Private Act");

WHEREAS, the Authority owns and operates the Erlanger Health System (the "Health System"), which is a multi-hospital system that coordinates the delivery of health care services by its related health care entities and other Affiliates in East Tennessee, Western North Carolina and North Georgia as set forth on **Exhibit A** (collectively, the "Erlanger Entities");

WHEREAS, to facilitate the delivery of health care services, the Health System is comprised, in part, of Erlanger Baroness Hospital, Children's Hospital at Erlanger, Erlanger Bledsoe Hospital, Erlanger East Hospital, Erlanger Western Carolina Hospital, and Erlanger North Hospital at the addresses set forth on **Exhibit B** (collectively, the "Hospitals");

WHEREAS, in addition to the Hospitals, the Authority owns and operates numerous outpatient free standing emergency care, imaging, multi-use health and wellness centers, multi-specialty clinics, and urgent care clinics as set forth on **Exhibit C** (collectively, the "Free Standing Clinics" and together with the Hospitals, the "Facilities"), and those other medical and supporting services offered by or through the Health System and its Affiliates set forth on **Exhibit D**;

WHEREAS, pursuant to the passage of House Bill 2915 and Senate Bill 2932, as amended (together, the "Amendment to the Private Act"), which together amend Chapter 297 of the Private Act as it relates to the Authority, the General Assembly of the State of Tennessee has recognized that healthcare industry has changed significantly since the Authority was formed in 1976;

WHEREAS, the General Assembly of the State of Tennessee, by passing the Amendment to the Private Act, recognized that continued operation of the Health System may not be an effective or beneficial governmental function;

WHEREAS, the Amendment to the Private Act provides that the Authority is authorized to engage in the sale, lease, or other transfer of any or all of the Authority's assets or liabilities on any terms and conditions considered reasonable by the Board of Trustees of the Authority, including the sale, lease, or other transfer for no or nominal monetary consideration (a "Transfer"), to a Tennessee nonprofit corporation (a "Nonprofit Operator"), subject to certain requirements;

WHEREAS, the Authority has determined that the long-term continuation of the high-quality and level of health care services currently rendered by the Health System can best be accomplished through a Transfer of all of the operations, assets and liabilities of the Health System to a Nonprofit Operator, in exchange for certain Covenants and Commitments (as defined below) to the County as set forth in this Agreement and certain governing documents of such Nonprofit Operator;

WHEREAS, the Amendment to the Private Act, requires that the transaction documents effecting a Transfer to a Nonprofit Operator make appropriate provision for the Nonprofit Operator's adherence to the covenants and commitments made by the Nonprofit Operator in connection with the Transfer, including creation of a reporting and oversight structure to monitor and enforce the Nonprofit Operator's adherence to such covenants and commitments;

WHEREAS, EH has been formed for the purpose of being the Nonprofit Operator that will receive all of the Authority's assets and liabilities, including the Facilities, through the Transfer;

WHEREAS, the Parties believe the Transfer will provide EH greater flexibility in the operation of the Health System and allow EH to obtain additional financial resources which will permit the Health System to continue to operate and grow in a way that provides greater access to healthcare services for the citizens of its service area, enhancing the provision of high-quality and cost-effective health care, and positioning the Health System to adapt effectively to the changes taking place locally and nationally in the health care delivery and financing systems;

WHEREAS, the Transfer shall be accomplished pursuant to the terms and conditions set forth in this Agreement, whereby the Authority shall (a) transfer certain assets and liabilities of the Authority as described herein directly to EH (the "Direct Asset Transfer"); (b) to the extent not transferred directly to EH by the Authority or retained by the Authority for the time period as described below, contribute all remaining assets and liabilities of the Authority to Erlanger MergeCo, LLC, a Tennessee nonprofit limited liability company ("MergeCo" with such action, the "Contribution"); and (c) immediately after the Direct Asset Transfer and Contribution, merge MergeCo into EH, with EH as the surviving entity (the "Merger," and together with the Direct Asset Transfer and the Contribution, the "Conveyance");

WHEREAS, following the Conveyance, the Authority shall remain in existence until such time as the Authority and the County find that the conditions precedent to dissolution of the

Authority set forth in the Amendment to the Private Act have been satisfied, at which time the Authority may be dissolved and cease to exist (the "Dissolution"); and

WHEREAS, subject to the forgoing, this Agreement shall provide for the terms and conditions of the Conveyance and the actions that each of the Parties must take in order to effect the Conveyance.

NOW, THEREFORE, for and in consideration of the premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the Parties and the County agree as follows:

ARTICLE 1

CONVEYANCE GOALS AND OBJECTIVES

1.1 **Rationale and Vision**. The Authority and EH (i) share a commitment to the long-term continuation of the high-quality and level of health care services currently rendered by the Health System for its communities, (ii) recognize the importance of enhanced flexibility and the ability to obtain additional financial resources for the successful operation of the Health System, and (iii) believe that the Conveyance represents the best path toward achieving the mutual goals set forth in Section 1.2 below.

1.2 **Goals of the Conveyance**. The Parties' core principles for the Conveyance are:

1.2.1 Maintaining the Health System's position as a multi-hospital health system delivering high-quality care to the communities it serves;

1.2.2 Maintaining the historic mission of Erlanger Baroness Hospital and Children's Hospital at Erlanger as a Teaching Hospital, Regional Referral Center and Safety Net Provider;

1.2.3 Implementing clinical, financial, and operational best practices to drive measurable improvements with respect to the Health System's quality, patient satisfaction and financial results;

1.2.4 Continuing to provide access to care through strategic deployment of outpatient facilities intended to support the communities served by the Heath System;

1.2.5 Strengthening existing clinical offerings of the Health System;

1.2.6 Promoting professional and graduate educational efforts;

1.2.7 Maintaining all appropriate accreditation and all relevant and necessary federal, state, and local licenses and permits;

1.2.8 Recruiting and operating a successful physician platform that supports both employed and independent physicians; and

1.2.9 Continuing to build a positive community awareness and perception of the Health System's services through expanded marketing efforts and community outreach.

ARTICLE 2

CONVEYANCE; WAIVER OF REVERSIONARY INTERESTS AND RECONVEYANCE RIGHTS

2.1 **Conveyance of Assets and Merger**. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing:

2.1.1 The Authority shall contribute, transfer, assign, convey and deliver to MergeCo, and MergeCo shall accept and receive from the Authority, all of the Authority's right, title and interest in, to and under, all of the assets of the Authority (other than the Directly Assigned Assets and the Retained Assets, each as defined below), of every kind and nature, whether real, personal or mixed, tangible or intangible, subject to all Encumbrances.

2.1.2 The Authority shall transfer, assign, convey and deliver directly to EH, and EH shall receive and accept, all of the Authority's right, title and interest in, to and under, those assets and agreements set forth on Schedule 2.1.2 (the "Directly Assigned Assets"), subject to all Encumbrances.

2.1.3 MergeCo shall merge with and into EH, and the separate corporate existence of MergeCo shall thereupon cease. The identity, existence, powers, rights and immunities of EH shall continue unimpaired by the Merger, and EH shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of MergeCo, all without further act or deed.

2.2 **Assignment and Assumption of Liabilities.**

2.2.1 At the Closing, the Authority shall assign to MergeCo, and shall cause MergeCo shall assume responsibility for and agree to pay, perform and discharge, all of the liabilities, indebtedness, commitments, and other financial or operational obligations of the Authority then existing as of the Closing Date (other than the Retained Liabilities and Post-Closing Assumed Litigation, each as defined below, and those associated with the Directly Assigned Assets), whether such liabilities, indebtedness, commitments, or other financial or operational obligations are known or unknown, asserted or unasserted, absolute, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, recorded or unrecorded, due or to become due or otherwise, and regardless of when asserted, including without limitation the obligations listed on Schedule 2.2.1, at the time that such liabilities, indebtedness, commitments, and other financial or operational obligations become due and payable.

2.2.2 At the Closing, the Authority shall assign to EH, and EH shall assume for and agree to pay, perform, discharge, and indemnify the Authority for, all of the liabilities, indebtedness, commitments, and other financial or operational obligations of the Authority associated with the Directly Assigned Assets then existing as of the Closing Date (other than the

Retained Liabilities and Post-Closing Assumed Litigation), whether such liabilities, indebtedness, commitments, or other financial or operational obligations are known or unknown, asserted or unasserted, absolute, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, recorded or unrecorded, due or to become due or otherwise, and regardless of when asserted, including without limitation the obligations listed on Schedule 2.2.2 (the foregoing, together with the liabilities, indebtedness, commitments, and other financial or operational obligations described in Section 2.2.1, collectively, the "Assumed Liabilities"), at the time that such liabilities, indebtedness, commitments, and other financial or operational obligations become due and payable.

2.3 **Donor Directives**. Following the Closing, EH shall honor the directives of all previous donors to the Authority, including all gifts, donations, and memorials, subject to any modifications, approvals, or consents obtained or required under applicable Law.

2.4 **Waiver of Reversionary Rights and Reconveyance Right**. At the Closing, the County shall irrevocably and unconditionally waive, release and terminate in the form attached hereto as **Exhibit E** (the "Reversionary Interest and Reconveyance Waiver") the rights of reversion and reconveyance option currently affecting the real property owned by Authority and set forth below:

2.4.1 Reversionary interests held by the County pursuant to Section 2 of the Private Act (triggering event is the Authority ceasing to exist as operator of Erlanger Baroness Hospital and Children's Hospital at Erlanger) on the Original Main Campus only;

2.4.2 Option to require reconveyance held by the County pursuant to Section 2 of the Private Act (triggering event is cessation of use of a parcel for hospital and related uses for a period of two (2) years) on the Original Main Campus only; and

2.4.3 Reversionary interest held by the County on 1100 East Third Street property (UT Family Practice) (triggering event in prior deed from 1970 from the City and the County to the University of Tennessee (Book 1924, page 651) is failure to construct a football stadium within five (5) years).

2.5 **Grant of Right of Reconveyance**. In consideration for the Reversionary Interest and Reconveyance Waiver set forth in Section 2.4 above, each special warranty deed conveying fee simple title to the Authority's real property to EH (the "Authority's Deeds") shall grant and reserve unto the County the new interest set forth in Section 3.6.4(a) in the property set forth on **Exhibit F** (the "Transferred Property"), subject to Section 3.6.4(c).

2.6 **Retained Assets and Retained Liabilities**. The Parties and the County agree that certain assets of the Authority and certain liabilities of the Authority each as listed on Schedule 2.6 (such assets and liabilities, respectively, the "Retained Assets" and the "Retained Liabilities"), will not be transferred to EH or MergeCo, nor assumed by EH or MergeCo at the Closing, but instead will be retained by the Authority. At any time after the Closing EH may give notice to the Authority as provided in this Agreement that EH wishes to accept the transfer of all or part of the Retained Assets and to assume all or part of the Retained Liabilities. As soon as practicable following its receipt of such notice the Authority shall execute and deliver to EH such instruments

of conveyance with respect to the Retained Assets to be transferred, and the Authority and EH shall execute and deliver to each other agreements reflecting the assignment by the Authority and the assumption by EH of the Retained Liabilities to be assigned and the agreement of EH to pay and perform such liabilities when and as due. Any Retained Liabilities so assumed shall thereafter be Assumed Liabilities for purposes of this Agreement. All such instruments and agreements shall be in form and substance satisfactory to EH and the Authority.

2.7 **Post-Closing Assumed Litigation**. The Parties and the County agree that litigation to which the Authority is a party, as listed on Schedule 2.7, which Schedule shall be updated from time to time to reflect the resolution of litigation and the institution of new litigation against the Authority and its Affiliates, (as so updated from time to time, the "Post-Closing Assumed Litigation"), will not be transferred to EH or MergeCo, nor assumed by EH or MergeCo at the Closing, but instead will be retained by the Authority until immediately prior to the Dissolution as provided in Section 3.15 below.

ARTICLE 3

POST-CLOSING COVENANTS AND OVERSIGHT

3.1 **Missional Covenants**. Following the Closing Date, unless modified as set forth in Section 3.6, EH shall do the following:

3.1.1 Mission. EH shall maintain the historic mission of Erlanger Baroness Hospital and Children's Hospital at Erlanger as a Teaching Hospital, Regional Referral Center and Safety Net Provider.

3.1.2 Charity Care. EH shall maintain its tax-exempt nonprofit status and continue to maintain a policy of providing charity care in its Primary Service Areas (as defined below) to the underserved population consistent with similarly situated tax-exempt Safety Net Providers in Tennessee;

3.1.3 Emergency Services. EH shall continue to provide emergency services and utilize Reasonable Efforts to maintain its status as a Level I trauma center (or equivalent successor designation) in Tennessee.

3.1.4 Children's Hospital. EH shall maintain its Children's Hospital and pediatric emergency services and utilize Reasonable Efforts to maintain its Level IV neonatal intensive care unit designation (or equivalent successor designation) in Tennessee.

3.1.5 Medicare/Medicaid. EH shall continue to participate in the traditional, fee-for-services model of Medicare and Medicaid programs and maintain the necessary licenses for EH's general acute care hospitals to participate in the Medicare and Medicaid programs.

3.1.6 Medical Education. EH shall continue to operate the Health System as a Teaching Hospital with programs for the education and training of health professionals. The scope

and scale of these programs shall be subject to the federal and state funding available for such programs.

3.1.7 Name. EH shall continue to use the "Erlanger" name.

The covenants described in this Section 3.1 are collectively referred to as the "Missional Covenants."

3.2 **Community Covenants**. Following the Closing, unless modified as set forth in Section 3.7, EH shall do the following:

3.2.1 Facilities. EH shall maintain each Hospital's accreditation with the Joint Commission, DNV Healthcare, or other national accreditation body for acute care hospitals.

3.2.2 Services. EH shall continue the existing Health System major acute care service lines set forth on **Exhibit G** attached hereto (the "Major Service Lines"), absent a Significant Reimbursement Change.

3.2.3 Medical Staff. EH shall maintain appropriate procedures consistent with applicable law for review, appointment, reappointment, and termination of Medical Staff members.

3.2.4 Federally Qualified Health Centers. EH shall use Reasonable Efforts to continue to operate Federally Qualified Health Centers consistent with applicable regulatory requirements, absent a Significant Reimbursement Change.

3.2.5 Health Professionals. EH shall maintain a community health needs assessment, with an attention to health professional shortages and the identification and recruitment of health professionals to address supply/demand deficiencies.

3.2.6 Health Outcomes. EH shall annually assess designated health outcomes in the Primary Service Areas to identify significant deviations from state average (e.g., breast cancer, lung cancer, diabetes, heart disease) and prepare facility-specific education efforts or other engagement for patients and prospective patients.

The covenants described in this Section 3.2 are collectively referred to as the "Community Covenants" and together with the Missional Covenants, the "Covenants", and each individually, a "Covenant."

3.3 **Intentionally Omitted**.

3.4 **EH Covenants; Annual Report; Oversight Construct.**

3.4.1 As of the Closing, EH covenants and agrees to be bound by the Covenants, which may be modified from time-to-time as set forth in Sections 3.7 and 3.8 herein. To memorialize the Missional Covenants, prior to the Closing Date, to be effective as of the Closing Date, the EH Board shall adopt an Amended and Restated Charter in the form attached hereto as **Exhibit H** (the "Amended and Restated Charter"), and shall cause EH to file the Amended and

Restated Charter with the Secretary of State of the State of Tennessee. EH shall take no action to amend the Amended and Restated Charter without the express written consent of the County, the a Tennessee nonprofit corporation to be formed as the oversight monitor of EH (the "Oversight Monitor") (if during the Oversight Period as defined below), and, if required by applicable law, the Tennessee Attorney General and Reporter (the "Attorney General").

3.4.2 Prior to the Closing the County shall submit a plan for the organization of the Oversight Monitor, including proposed drafts of the governing documents and the proposed federal income tax status of the Oversight Monitor, to EH and the Authority. Once formed, the Oversight Monitor shall execute and deliver a joinder ("Joinder") becoming a party to this Agreement solely with respect to the oversight provisions set forth in ARTICLE 3 of this Agreement, which Joinder shall include the consent of the Oversight Monitor to the exclusivity of the dispute resolution provisions as set forth in Section 3.6.1(a). The Oversight Monitor shall be formed in order to ensure EH's compliance with the Covenants set forth in this ARTICLE 3 and the commitments of EH set forth in the Definitive Agreements (collectively, the "Covenants and Commitments") for the first fifteen years after the Closing (the "Oversight Period"). Thereafter, the County will ensure EH's compliance with the Covenants and Commitments.

3.4.3 The Oversight Monitor shall maintain a board (the "Oversight Monitor Board") consisting of three (3) individual members who are representative of EH's Primary Service Areas.

(a) At least one (1) member of the Oversight Monitor Board shall be an attorney, and at least one (1) member shall have a background in finance/accounting. Members of the Oversight Monitor Board shall not be required to be residents of Hamilton County, Tennessee.

(b) The initial members of the Oversight Monitor Board shall be the individuals agreed upon by EH, the County Commission, the Hamilton County Legislative Delegation (the "Legislative Delegation"), and the Attorney General prior to the Closing.

(c) Members of the Oversight Monitor Board may be removed at any time with or without cause on the written recommendation of the County Mayor with the concurrence of the County Commission and five (5) Business Days' advance written notice to EH. Replacement members of the Oversight Monitor Board shall be selected by the County Mayor after a Request for Approval to the Attorney General.

3.4.4 During the Oversight Period, the Oversight Monitor shall have exclusive enforcement authority over the Covenants and Commitments. The Oversight Monitor shall be responsible for investigating any suspected or alleged breaches of the Covenants and Commitments. The Oversight Monitor shall investigate any suspected or alleged breach of the Covenants and Commitments and issue a report to the County and EH with the Oversight Monitor's findings.

3.4.5 The Oversight Monitor may retain a qualified professional or professionals with demonstrated expertise in healthcare operations, finance, accounting or related fields, as well as experience performing in an oversight role, to advise the Oversight Monitor on compliance with the Covenants and Commitments.

3.4.6 For the duration of the Oversight Period, at its sole expense, EH shall prepare annually a report (a) including an Annual Statement of Compliance, with Form 990(s) attached, that certifies EH's compliance with the Covenants and Commitments and (b) setting forth certain disclosures describing such compliance as may be required by the Oversight Monitor (the "Annual Report"). EH shall make available to the Oversight Monitor any such documents and information as may be reasonably requested and related to the Oversight Monitor determining EH's compliance with the Covenants and Commitments. At the reasonable request of the Oversight Monitor, EH shall arrange tours of the Facilities by, and meetings with EH management and EH board members with, the Oversight Monitor and its professional advisors; provided that, with respect to (i) tours of the Facilities, the Oversight Monitor provides EH with at least five (5) Business Days' written notice of its request and such tours do not unreasonably interfere with the operations of the Facilities, and (ii) meetings with EH management, the Oversight Monitor provides EH with at least five (5) Business Days' written notice of its request for such meetings together with a proposed written agenda.

3.5 **Oversight Monitor Expenses; Reviewer**.

3.5.1 Subject to adjustment by the Reviewer as set forth in Section 3.5.3 below, EH shall reimburse the Oversight Monitor for all reasonable expenses incurred by the Oversight Monitor related to its duties during the Oversight Period, including any attorneys' fees related to the enforcement of the Covenants and Commitments.

3.5.2 EH shall, at the Closing, transfer $150,000 to the Oversight Monitor for the startup and initial operations costs of the Oversight Monitor and for determining and preparing a proposal for the annual budget needed to analyze and review the Annual Report and monitor the Covenants and Commitments annually for the duration of the Oversight Period (the "Annual Budget"). Within six (6) months of the Closing, the Oversight Monitor Board shall submit the proposal for the Annual Budget to the EH Board. If the EH Board and the Oversight Monitor Board are unable to reach agreement on the Annual Budget within ninety (90) days of submission of the proposed Annual Budget, EH and the Oversight Monitor shall stipulate and agree the first year Annual Budget shall be $175,000 payable within ten (10) Business Days (the "Initial Budget"). Each following year, the Annual Budget shall be equal to the Initial Budget increased by five percent (5%) per annum for the duration of the Oversight Period and payable not less than thirty (30) days prior to the first day of each anniversary of the Closing Date.

3.5.3 In the event that, during the Oversight Period, the Oversight Monitor believes it may incur any expense not accounted for in the Annual Budget (an "Excess Expense"), the Oversight Monitor shall notify EH as soon as practicable and, in any event, prior to incurring the Excess Expense. The Oversight Monitor shall provide EH with all documentation related to the proposed Excess Expense, including, without limitation, all quotes, estimates, bills, invoices, contracts, statements of work, and accounting information (the "Excess Expense Documentation"); provided that the Oversight Monitor shall not have any obligation to make available any documents and other information and communications of the Oversight Monitor or its Affiliates protected by the attorney-client privilege, the doctrine of work-product immunity, or any other applicable privilege or protection. The Oversight Monitor shall promptly provide any additional information EH reasonably requests for the purpose of reviewing the Excess Expense

within thirty (30) days from receipt of the Excess Expenses Documentation and all reasonable supplemental requests made by EH.

(a) A designated committee of the EH Board shall review the information provided by the Oversight Monitor to determine whether the Excess Expense is reasonable. If EH determines that the Excess Expense is reasonable, EH shall pay to the Oversight Monitor the amount of the Excess Expense.

(b) If EH determines that the Excess Expense is not reasonable, EH shall select a third-party reviewer, subject to the Oversight Monitor's approval, which shall not be unreasonably withheld, for the purpose of resolving disputes related to the Excess Expense (the "Reviewer").

(c) The Reviewer shall engage in an independent review of whether the Excess Expense was reasonably incurred by the Oversight Monitor. The Oversight Monitor shall promptly provide the Reviewer with any additional information requested by the Reviewer. Upon receipt of the Excess Expense Documentation and any reasonably requested supplemental information pursuant to this Section 3.5.3, the Reviewer shall deliver findings and recommendation to the EH Board and the Oversight Monitor within thirty (30) days of receipt (the "Reviewer Findings").

(d) EH shall pay to the Oversight Monitor any portion of the Excess Expense the Reviewer determines to be reasonable in the Reviewer Findings. EH shall not be required to pay to the Oversight Monitor any portion of the Excess Expense the Reviewer determines to be not reasonable in the Reviewer Findings. Any portion of the Excess Expense payable pursuant to the Reviewer Findings shall be paid by EH within ten (10) Business Days of receipt of the Reviewer Findings.

(e) The decision of the Reviewer with respect to the Excess Expense shall be final and binding on EH and the Oversight Monitor. EH shall be solely responsible for the Reviewer's reasonable fees and expenses in connection with its review of the Excess Expense.

(f) This Section 3.5.3 shall not apply to expenses incurred by the Oversight Monitor in connection with its investigation of possible breaches of the Covenants and Commitments and its participation in the dispute resolution process set forth in Section 3.6 and ARTICLE 11.

3.6 **Breaches of Covenants; Observer Covenant Enforcement Mechanism.**

3.6.1 Disputes Generally.

(a) The Parties and the County irrevocably consent and agree that any dispute between EH and the Oversight Monitor or the County, as the case may be, arising out of or relating to the Covenants alleged in a Default Event (a "Covenant Dispute") shall be resolved exclusively in the manner provided in this Section 3.6. Any dispute arising or relating to this Agreement, other than a Covenant Dispute (a "Mission Agreement Dispute"), shall be resolved exclusively in the manner provided in ARTICLE 11.

(b) Each Party and the County covenants and agrees that it shall not (and shall cause its respective Affiliates and representatives to not) commence or maintain any Proceeding, including any Proceeding to seek and obtain specific performance, injunctive relief or other equitable remedies, with respect to any Covenant Dispute except as expressly provided in this Section 3.6 or a Mission Agreement Dispute except as expressly provided in ARTICLE 11.

3.6.2 Procedure for Potential Breach of Covenants.

(a) If during the Oversight Period, the Oversight Monitor, or if following the Oversight Period, the County (an "Observer"), believes that a breach of a Covenant has occurred (the "Default Event"), the Observer shall, with reasonable promptness, deliver a written notice regarding the alleged breach, describe in reasonable detail the alleged Default Event, and state its intent to enforce its rights hereunder (the "Observed Covenant Breach Notice"). In the event that the Observed Covenant Breach Notice alleges that the Default Event is a Triggering Event (as defined in Section 3.6.4(a)), the Observed Covenant Breach Notice shall state such allegation expressly.

(b) EH shall notify the Observer within fifteen (15) days of its receipt of the Observed Covenant Breach Notice whether it agrees with the Observed Covenant Breach Notice and, if so, the extent to which it agrees to comply with any actions proposed by the Observer to cure the Default Event and the time it anticipates will be required to cure the Default Event, and whether the Default Event is the result of a Force Majeure Event. EH shall have sixty (60) days from the date of the Observed Covenant Breach Notice to cure the Default Event, or, if not curable within sixty (60) days, to demonstrate substantial progress toward a complete cure of the Default Event, unless (i) the Default Event is not curable, or (ii) a Force Majeure Event is making it infeasible for EH to perform its obligations, in which case EH shall have the period of the duration of the Force Majeure Event and the period following the Force Majeure Event that EH reasonably requires to remediate any damage to property, plant or equipment resulting from such Force Majeure Event and/or the period that EH reasonably requires to resume operations or other status or activity that have been stopped, curtailed or otherwise disrupted as a result of such Force Majeure Event to resume satisfaction of the relevant Covenant or Covenants (such period, the "Force Majeure Period"), and during the Force Majeure Period EH shall not be in breach of the Covenant(s) identified in the Observed Covenant Breach Notice, so long as EH continues diligently to perform its obligations to the extent that remains feasible for the duration of the Force Majeure Period and uses commercially reasonable efforts to adjust its operations to resolve or mitigate the adverse impact of the Force Majeure Event.

(c) If, on its own volition, EH believes it may have committed, or may imminently commit, a Default Event, EH may deliver to the appropriate Observer with reasonable promptness, written notice of the alleged Default Event, stating with sufficient detail the underlying facts of the Default Event, providing evidence to support the claim, stating whether the Default Event is due to a Force Majeure Event, and stating the cure and corrective action, along with reasonably expected timelines and future disclosure milestones regarding the progress of the cure (the "Disclosed Covenant Breach Notice"). In the event that the Disclosed Covenant Breach Notice alleges that the Default Event is a Triggering Event, the Disclosed Covenant Breach Notice shall state such allegation expressly.

(d) Within thirty (30) days after EH's receipt of the Observed Covenant Breach Notice or the Observer's receipt of the Disclosed Covenant Breach Notice, the chief executive officer of EH and the County Mayor (together, the "Negotiation Parties"), shall meet in person (each, a "Negotiation") to attempt in good faith to resolve the issues identified in the Observed Covenant Breach Notice or the Disclosed Covenant Breach Notice. The Negotiation Parties may, in their sole discretion, agree to additional Negotiations.

(i) If the Negotiation Parties are able to resolve the issues identified in the Observed Covenant Breach Notice or the Disclosed Covenant Breach Notice to each party's mutual satisfaction at such meeting (or any subsequent meetings which the parties agree to hold), the Observer shall provide written notice within fifteen (15) days of the last Negotiation to EH formally withdrawing the applicable Observed Covenant Breach Notice or waiving the applicable Disclosed Covenant Breach Notice given by EH.

(ii) If, within thirty (30) days after the first Negotiation (which period may be extended by written agreement of the Negotiation Parties), the Negotiation Parties are not able to resolve the issues identified in such Observed Covenant Breach Notice or Disclosed Covenant Breach Notice to the mutual satisfaction of both parties at such meeting or in subsequent meetings, and the Observer desires to pursue the exercise of its rights under Sections 3.6.4 or 3.6.5, the Observer shall provide written notice to EH formally stating its intent to exercise its remedies under Sections 3.6.4 or 3.6.5 on behalf of the County (the "Notice of Exercise of Remedies"). If the Covenant Breach Notice (as defined in ARTICLE 14 herein) alleges that a Triggering Event has occurred and the County intends to exercise its Right of Reconveyance (as defined in Section 3.6.4(a)), and, only during the Oversight Period, the County has notified the Oversight Monitor Board of such intention, the Notice of Exercise of Remedies shall expressly include an exercise of such Right of Reconveyance and a brief statement of the grounds justifying such exercise.

(e) Within thirty (30) days of the Observer's issuance of a Notice of Exercise of Remedies, EH and the Observer shall initiate mutual efforts to try in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association (the "AAA") under its Commercial Mediation Procedures (the "Mediation") before resorting to litigation or some other dispute resolution procedure. The Mediation must be conducted and completed within thirty (30) days of the date a Mediator (as defined in ARTICLE 14 herein) has been selected or appointed (the "Mediation Deadline"). The Mediation must take place in Chattanooga, Tennessee, and the Mediator must be someone with hospital or healthcare system-level healthcare experience who has expertise with mediating controversies involving complex commercial healthcare transactions or the subject of the particular dispute involved and with no conflict of interest. The Mediator shall be disqualified as a witness, consultant, expert or counsel for either party with respect to the matters in dispute and any litigation or other matters relating thereto. Within fifteen (15) days after the Notice of Exercise of Remedies is delivered by the Observer, if the parties cannot agree on a proposed mediator, one shall be appointed by the executive director or other functional equivalent of the AAA. Each party shall designate no more than three (3) representatives who shall meet with the Mediator to mediate the dispute.

(f) In the event that the Observer's Notice of Exercise of Remedies includes an exercise of its Right of Reconveyance and the Mediation does not result in a settlement within thirty (30) days after the Mediation Deadline, fee simple title to the Transferred Property

shall transfer to the County, and the County thereafter may record notice of such transfer with the Register of Deeds of Hamilton County, Tennessee, unless EH files a complaint, petition or lawsuit in in the Hamilton County Chancery Court, Chattanooga, Tennessee contesting the Notice of Exercise of Remedies (or the alleged occurrence of a Default Event on which such notice is based) within thirty (30) days after the Mediation Deadline in which the event the transfer of title to the Transferred Property to the County (including any right of possession of such property by the County) shall be immediately stayed and rendered ineffective until EH's complaint, petition or lawsuit is adjudicated and either a final un-appealable judgment on the matter is entered by such court or the period in which to timely file an appeal of the last judgment rendered has expired.

(g) In the event that the final un-appealable judgment is in favor of EH or the period in which to timely file an appeal by the Observer of the last judgment rendered in favor of EH has expired, the Observer's exercise of the Notice of Exercise of Remedies for the applicable alleged Triggering Event shall be deemed cancelled, null and void.

(h) In the event that the final un-appealable judgment is in favor of the Observer or the period in which to timely file an appeal by EH of the last judgment rendered in favor of the Observer has expired, fee simple title to the Transferred Property shall transfer to the Observer on the date that is thirty (30) days following the date on which such judgment in favor of the Observer is deemed final and un-appealable.

3.6.3 Equitable Remedies for Breach of Missional Covenants and Community Covenants Generally. The Parties and the County agree that no party hereto shall be entitled to seek and obtain specific performance, injunctive relief or other equitable remedies from any court of competent jurisdiction for a Covenant Dispute until the procedures and remedies set forth in this Section 3.6 have been satisfied.

3.6.4 Remedy of New Right of Reconveyance in Favor of the County for Breach of Missional Covenants.

(a) In the event that EH or one or more of its subsidiaries or Affiliates, in their operation of the Health System, breaches a Missional Covenant (each such event, a "Triggering Event"), then the County shall have the right to require EH to reconvey EH's fee simple title interest (the "Right of Reconveyance") in the Transferred Property.

(b) Upon the occurrence of a Triggering Event, the Right of Reconveyance held by the County shall not occur automatically but shall be subject to the cure, negotiation, mediation and dispute provisions set forth in Section 3.6.2 above.

(c) Notwithstanding anything to the contrary herein, if EH determines in its reasonable business judgment that a portion of any parcel comprising a part of the Transferred Property should be sold or ground leased on a long-term basis (other than the fee simple sale or ground lease of the land which is within the footprint of any vertical improvements constituting Erlanger Baroness Hospital or Children's Hospital at Erlanger located on the Original Main Campus) to either (a) a third party in which neither EH nor any of its Affiliates has an equity interest or (b) an entity which is not a wholly-owned subsidiary of EH or its Affiliates but in which EH or any of its Affiliates has a non-controlling equity interest, EH may request in writing that the

County waive and release its Right of Reconveyance in such parcel which is to be sold or ground leased on a long-term basis and the County shall not unreasonably withhold, delay or deny its consent to the requested release or waiver so long as continued ownership by EH of such parcel to be released is not deemed essential to the operations of Erlanger Baroness Hospital or the Children's Hospital at Erlanger and such sale or ground lease will not otherwise adversely affect EH's ability to comply with its Covenants in this Agreement and the other Definitive Agreements.

3.6.5 Remedies for Breach of Community Covenants. In the event that EH or its subsidiaries or Affiliates, in their operation of the Health System, breaches a Community Covenant, the County shall have all rights under this Agreement as a matter of law and equity, including, without limitation, the institution of legal action for specific performance and/or damages, subject to the cure, negotiation, mediation and dispute provisions set forth in Section 3.6 above or in the other provisions of this Agreement or the other Definitive Agreements.

3.7 **Amendments to Missional Covenants**. EH may propose an amendment to a Missional Covenant if circumstances change that would make it infeasible for EH to comply with such Missional Covenant. Approval of the County and the Oversight Monitor (which approval shall not be unreasonably withheld, conditioned or delayed), along with a Request for Approval to the Attorney General, shall be required to amend a Missional Covenant while the Oversight Monitor is in existence. After the Oversight Monitor is dissolved, approval of the County (which approval shall not be unreasonably withheld, conditioned or delayed) and a Request for Approval to the Attorney General shall be required to amend a Missional Covenant. In each case, if applicable law requires approval of the Attorney General for such amendment, a Request for Approval to the Attorney General shall also be required.

3.8 **Amendments to Community Covenants**. EH may propose an amendment to a Community Covenant if circumstances change that would make it infeasible for EH to comply with such Community Covenant. Approval of the Oversight Monitor (which approval shall not be unreasonably withheld, conditioned or delayed) shall be required to amend a Community Covenant while the Oversight Monitor is in existence. After the Oversight Monitor is dissolved, EH shall notify the County not less than thirty (30) days prior to amending a Community Covenant.

3.9 **Significant Reimbursement Change**.

3.9.1 Prior to the delivery of the applicable Significant Reimbursement Change Notice pursuant to this Section 3.9, EH shall have first used Reasonable Efforts to adjust its operations to resolve the adverse impact of such Significant Reimbursement Change and reasonably determined that satisfactory resolution of such Significant Reimbursement Change is not feasible using Reasonable Efforts.

3.9.2 In the event that EH determines that a Significant Reimbursement Change has occurred, EH may deliver a written notice to the Oversight Monitor (a "Significant Reimbursement Change Notice") describing in reasonable detail the Significant Reimbursement Change and the calculations underlying EH's determination with respect to the same. The Oversight Monitor may, in good faith, dispute the occurrence of the Significant Reimbursement Change set forth in the Significant Reimbursement Change Notice by delivering a Dispute Notice to EH within thirty (30) days of EH's delivery of the Significant Reimbursement Change Notice

to Seller Representative, which Dispute Notice shall state in reasonable detail the basis for such dispute; provided, that if the Oversight Monitor does not timely deliver a Dispute Notice pursuant to this Section 3.9.2, the Significant Reimbursement Change set forth in the Significant Reimbursement Change Notice shall be deemed final and binding and to have been finally determined to have occurred for purposes of this Agreement. If the Oversight Monitor timely delivers a Dispute Notice pursuant to this Section 3.9.2, EH and the Oversight Monitor shall attempt to reconcile their respective determinations as to whether the Significant Reimbursement Change set forth in the Significant Reimbursement Change Notice occurred, which reconciliation, if any, shall be in writing, signed by EH and the Oversight Monitor and shall be final and binding for purposes of this Agreement. If EH and the Oversight Monitor are unable to reconcile their respective determinations within thirty (30) days following Seller Representative's delivery to EH of a Dispute Notice, then EH and the Oversight Monitor shall submit the dispute to the Accounting Firm for resolution pursuant to the process set forth below. In the event that a dispute is submitted to the Accounting Firm pursuant to this Section 3.9.2 EH and the Oversight Monitor shall make readily available to the Accounting Firm the financial books and records relevant to the dispute, including any accountants' work papers (subject to the execution of any access letters that such accountants may require in connection with the review of such work papers). The Accounting Firm shall act as an expert and not as an arbitrator. EH and the Oversight Monitor shall cause the Accounting Firm to deliver to EH and the Oversight Monitor as promptly as practicable (but in any event within thirty (30) days of its retention) a written report setting forth its resolution of the dispute. EH shall be responsible for the fees and expenses of the Accounting Firm. Absent manifest error, in which case the dispute resolution provisions set forth in Section 3.6.2 shall apply, the written report prepared by the Accounting Firm shall be final and binding for purposes of this Agreement.

3.10 **Medical Staff Governance**. At Closing, EH shall adopt Medical Staff Bylaws, Rules, and Regulations consistent with the then-current Erlanger Health System Medical Staff Bylaws, Rules, and Regulations.

3.11 **Authority Debt**. EH shall take the actions specified on Schedule 3.9 with respect to each item of indebtedness listed on Schedule 2.2.

3.12 **Authority Pension Retirement Plan and Trust**. Immediately prior to the Dissolution, the Authority shall transfer, and EH shall assume, sponsorship of the Chattanooga-Hamilton County Hospital Authority Pension Retirement Plan & Trust (the "Plan"). Following the assumption of the Plan, EH shall administer and fund the Plan consistent with its terms and in compliance with the requirements of the Amendment to the Private Act, the Public Employee Defined Benefit Financial Security Act of 2014 and if applicable, the Employee Retirement Income Security Act of 1974. In the event EH subsequently sells, transfers or leases all or substantially all of the operations, assets and liabilities of the Health System, EH shall apply net proceeds received in such sale, transfer, or lease to fund no less than one hundred percent (100%) of the Plan's annual actuarially determined contributions and all annual and cumulative Plan deficits until the Plan is one hundred percent (100%) funded or such net proceeds have been exhausted.

3.13 **Payment of Authority Obligations**. Upon the demand of the Authority and provided that the Authority has provided EH with reasonable documentation supporting such demand, EH shall, within fifteen (15) days of receipt of such demand, pay:

3.13.1 any amount due with respect to any Retained Liability in such a manner that the Authority will not be in default or breach with respect to any such Retained Liability;

3.13.2 any expenses incurred by the authority in connection with the actions specified in Schedule 3.9;

3.13.3 any and all amounts related to the Post-Closing Assumed Litigation which are not covered by the Self-Insurance Trust; and

3.13.4 amounts sufficient to fund all other expenses incurred in connection with the operation of the Authority, including without limitation expenses incurred in connection with the Dissolution.

3.14 **EH Actions Requiring Approval**.

3.14.1 The following actions shall require approval of the County, the Oversight Monitor, and, if required by applicable law, the Attorney General:

(a) Any sale, lease, or transfer, directly or indirectly, of all, or substantially all, of the assets or operations of EH; and

(b) Dissolution of EH.

3.14.2 The following action shall require approval of the Oversight Monitor:

(a) Discontinuation by EH of any Major Service Line.

3.15 **Dissolution of the Authority**. At any time after the Closing, EH may present a plan for the Dissolution of the Authority to the County and the Authority (the "Plan of Dissolution"). The Plan of Dissolution shall provide for the transfer to EH of any Retained Assets which have not previously been transferred to EH. The Plan of Dissolution shall also provide for the payment and/or assumption by EH of (a) all Retained Liabilities which have not previously been assigned to and assumed by EH, (b) all liabilities related to the Post-Closing Assumed Litigation, and (c) all other liabilities of the Authority. Upon the determination by the Authority and the County that the conditions precedent to dissolution of the Authority set forth in the Amendment to the Private Act have been satisfied, each of the Authority and the County may approve the Plan of Dissolution. As soon as practicable following such approvals of the Plan of Dissolution, the Authority shall execute and deliver to EH bills of sale with respect to any Retained Assets to be transferred, and the Authority and EH shall execute and deliver to each other agreements reflecting the assignment by the Authority and the assumption by EH of the Retained Liabilities and other Authority liabilities to be assigned and the agreement of EH to pay and perform such liabilities when and as due. Any liabilities so assumed shall thereafter be Assumed Liabilities for purposes of this Agreement. All such instruments and agreements shall be in form and substance satisfactory to EH and the Authority. Promptly following the execution and delivery

of such instruments and agreements, the Chief Executive Officer of the County shall execute and file for record with the Tennessee Secretary of State a joint certificate of dissolution reciting the findings required by the Amendment to the Private Act and declaring the Authority to be dissolved. Upon such filing, the Authority shall be legally dissolved and cease to exist.

ARTICLE 4

EMPLOYEES

4.1 **Continued Employment of Health System Employees**. All individuals employed by the Authority immediately prior to the Closing Date, including for the avoidance of doubt any employee on FMLA, military or other form of approved leave of absence, (the "Health System Employees") shall become employees of EH immediately upon the Closing, with seniority, positions, salaries and accrued benefits, and, with respect to employees on approved leaves of absence, rights to return to prior positions, equivalent to those that such Health System Employees enjoyed at the time of the Closing, and such employment shall be deemed for all purposes consistent with applicable Law to have occurred with no interruption or break in service. For the purposes of this Agreement, each Health System Employee who remains employed by the Health System following the Closing shall be a "Continuing Employee."

4.2 **Compensation**. Upon the Closing, EH shall provide each Continuing Employee with a base rate of pay that is consistent with that provided to such Continuing Employee immediately prior to the Closing and applicable Law; *provided*, *however*, that EH shall not be restricted from making any changes to any Continuing Employee's compensation in the ordinary course of business.

4.3 **Employee Benefits**. Upon the Closing, EH shall offer all Continuing Employees employee benefit plans that are consistent with those offered to the Health System Employees at the time of the Closing and applicable Law. Following the Closing until the end of the calendar year in which the Closing occurs, and except for any announced changes underway prior to the Closing, EH shall not make any material changes to the employee benefit plans offered to such Continuing Employees at the time of the Closing.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY

Any disclosure set forth in one section of the Disclosure Schedules (the "Disclosure Schedules") shall apply to (a) the representations and warranties or covenants contained in the section of this Agreement to which it corresponds in number, (b) any representation and warranty or covenant to which it is referred by cross reference and (c) each other applicable section or subsection of the Disclosure Schedules, respectively, if the relevance to the information called for in such section or subsection is reasonably apparent from the entry's accompanying description notwithstanding the omission of any cross-reference to such other section. No reference to or disclosure of any item or other matter in the Disclosure Schedules shall be construed as an admission or indication that such item or other matter is material (nor shall it establish a standard of materiality for any purpose whatsoever) or that such item or other matter is required to be

referred to or disclosed in the Disclosure Schedules. The information set forth in the Disclosure Schedules is disclosed solely for the purposes of this Agreement, and no information set forth therein shall be deemed to be an admission by any Party hereto to any third party of any matter whatsoever, including any violation of law or breach of any contract.

In no event shall the listing of such matters in the Disclosure Schedules be deemed or interpreted to broaden or otherwise amplify the representations and warranties or covenants of the Parties contained in this Agreement, and the information contained in the Disclosure Schedules and any documents attached to or delivered with the Disclosure Schedules does not constitute, and shall not be construed as constituting, representations, warranties, covenants or agreements of the Parties, except as and to the extent expressly provided in this Agreement.

The descriptive headings of the Disclosure Schedules are inserted for convenience only, do not constitute a part of the Disclosure Schedules and shall not affect in any way the meaning or interpretation of the Disclosure Schedules. The contents of some or all schedules, annexes and attachments to the Disclosure Schedules are incorporated by reference in the Disclosure Schedules where referenced as though fully set forth therein, with the list of such schedules, annexes and attachments able to be updated to the mutual satisfaction of the Parties and with notice of such changes to the County.

As of the Effective Date and as of the Closing Date, the Authority makes the following representations and warranties, subject to the matters disclosed in the applicable Disclosure Schedules.

5.1 **Due Organization; Good Standing; Power**.

5.1.1 The Authority is a Tennessee nonprofit, public benefit corporation and is exempt from federal income taxation under Section 501(a) of the Code, as an organization described in Section 501(c)(3) of the Code, and is not a "private foundation" within the meaning of Section 509(a) of the Code.

5.1.2 The Authority is duly formed, validly existing and in good standing under the Laws of the State of Tennessee, and has the corporate power and authority to own, operate, or hold under lease its properties and assets and to carry on its business and operations as presently conducted. Each of its Subsidiaries is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, with the requisite entity power and authority to own, operate and lease its assets and to carry on its business as presently conducted.

5.1.3 The Authority is duly qualified, licensed, or registered to do business in the State of Tennessee, the State of Georgia, and the State of North Carolina which are the only jurisdictions in which the nature of the business being conducted by the Authority or the character of the properties owned or leased by the Authority makes such qualification, licensing, or registration necessary.

5.2 **Corporate Authority**.

5.2.1 The Authority has the requisite corporate power and authority to enter into and, as of the Closing, to perform its respective obligations under the Definitive Agreements to which it is a party or to be delivered by it (the "Authority Definitive Agreements").

5.2.2 The execution, delivery, and performance of, and consummation of the transactions contemplated by, the Authority Definitive Agreements have been, or will be, duly and properly authorized by all necessary corporate action in accordance with the Authority's Governing Documents, none of which actions that has been taken has been modified or rescinded and all of which actions remain in full force and effect.

5.2.3 The Authority Definitive Agreements constitute, the valid and legally binding obligations of the Authority, enforceable against it in accordance with their terms except as enforceability may be limited by: (a) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (b) bankruptcy, insolvency, reorganization, moratorium, or other similar Laws of general application now or hereafter in effect relating to or affecting the enforcement of creditors' rights generally (collectively, the "Enforceability Limitations").

5.3 **No Violation; Approvals.**

5.3.1 Upon receipt of the Authority Required Consents (as defined below), the execution, delivery, and performance of, and consummation of the transactions contemplated by, the Authority Definitive Agreements by the Authority (a) are within the Authority's corporate powers and are not and will not be in contravention or violation of the terms of the governing documents of the Authority or any Subsidiary, and (b) will not result in the creation of any Encumbrance (other than a Permitted Encumbrance) of any kind or the termination or acceleration of any indebtedness or other obligation of the Authority or any Subsidiary, and are not prohibited by, violate or conflict with any provision of, and do not constitute a default under or breach of (with or without notice or lapse of time or both), or give rise to a right of termination, cancellation, acceleration or augmentation of any obligation, or loss of a material benefit under, any contract, indenture, mortgage, or material permit, license, approval, or other commitment to which the Authority or any Subsidiary is a party or is subject or by which the Authority or any Subsidiary is bound, or any applicable Law; and

5.3.2 Except as set forth on Schedule 5.3.2, or as may be required by the Attorney General, no approval, authorization, registration, consent, order, filing, exemption, notice, or other action that has not occurred or been obtained with or from any Person, including any court, administrative agency or other governmental authority, is required for the execution, delivery, performance of, and consummation of the transactions contemplated by the Authority Definitive Agreements by the Authority. The approvals and consents listed on Schedule 5.3.2 shall collectively be referred to as the "Authority Required Consents."

5.4 **Subsidiaries**. Except as set forth on Schedule 5.4, the Authority does not directly or indirectly own any equity, membership or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity, membership or similar interest in in any other corporation, partnership, joint venture, trust, or other business association or entity, foreign or domestic (each entity listed on Schedule 5.4, a "Subsidiary"). The name, type of entity, and jurisdiction of organization of each Subsidiary is set forth on Schedule 5.4. Each Subsidiary is duly qualified, licensed, or registered to do business in each jurisdiction set forth in Schedule 5.4, which are the only jurisdictions in which the nature of the business being conducted by such

Subsidiary or the character of the properties owned or leased by such Subsidiary makes such qualification, licensing, or registration necessary.

5.5 **Litigation**. Except as set forth on Schedule 5.5, there is no litigation or administrative proceeding pending or threatened in writing against the Authority that would reasonably be expected to materially and adversely affect the right of the Authority to carry on its business as presently conducted. Neither the Authority nor the Transferred Property is subject to any judgment, decree, order, ruling, or regulation of any court, board or other governmental or administrative agency that would materially and adversely affect the right of the Authority to carry on its business as presently conducted.

5.6 **Licenses, Permits, and Authorizations**. The Authority (either directly or indirectly through one or more of its Subsidiaries) has the power and authority to own and operate the Transferred Property and has all applicable licenses, permits and other authorizations required to conduct its business as presently conducted and to operate the Health System. The business of the Health System has been conducted in compliance with all applicable laws and in accordance with all rules, regulations, orders, judgments, decrees, or directives of any Government Authority having jurisdiction over the Health System or the Authority, except where the failure to so comply would not result in a Material Adverse Effect.

5.7 **Title**. The Authority has no knowledge of any adverse claim affecting title to any material portion of the Transferred Property or otherwise affecting the Health System's operations.

5.8 **Severance Agreements**. Neither the Authority not any of its Subsidiaries in which it holds a controlling equity interest has any retention and severance agreements.

5.9 **No Material Adverse Event**. The Authority has not taken any action and no event has occurred that, if taken or occurred after the date of this Agreement, would constitute a breach of any of the covenants set forth in Sections 7.2 and 7.3. There has not occurred any event or development that, individually or in the aggregate, is or could reasonably be expected to be a Material Adverse Event.

5.10 **No Other Representations and Warranties**. **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE 5, AS QUALIFIED BY THE DISCLOSURE SCHEDULES, NEITHER THE AUTHORITY NOR ANY OTHER PERSON MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE AUTHORITY OR THE HEALTH SYSTEM, AND THE AUTHORITY HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY WITH RESPECT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER THE AUTHORITY NOR ANY OTHER PERSON SHALL BE DEEMED TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO (I) ANY PROJECTIONS, ESTIMATES OR BUDGETS HERETOFORE DELIVERED TO OR MADE AVAILABLE TO THE COUNTY OR ITS COUNSEL, ACCOUNTANTS OR ADVISORS OF FUTURE REVENUES, EXPENSES OR EXPENDITURES OR FUTURE RESULTS OF OPERATIONS OF THE HEALTH SYSTEM OR (II) EXCEPT**

AS EXPRESSLY COVERED BY A SPECIFIC REPRESENTATION AND WARRANTY CONTAINED IN THIS ARTICLE 5.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF EH

As of the Effective Date and as of the Closing Date, EH makes the following representations and warranties, subject to the matters disclosed in the applicable Disclosure Schedules.

6.1 **Due Organization; Good Standing; Power**.

6.1.1 EH is a Tennessee nonprofit, public benefit corporation and, as of the Effective Date, is in the process of seeking exemption from federal income taxation under Section 501(a) of the Code, as an organization described in Section 501(c)(3) of the Code.

6.1.2 EH is duly formed, validly existing and in good standing under the Laws of the State of Tennessee, and has the corporate power and authority to own, operate, or hold under lease its properties and assets and to carry on its business and operations as presently conducted.

6.1.3 EH is duly qualified, licensed, or registered to do business in the State of Tennessee and the State of North Carolina which are the only jurisdictions in which the nature of the business being conducted, or to be conducted as of the Closing, by EH or the character of the properties owned or leased, or to be owned or leased as of the Closing, by EH makes such qualification, licensing, or registration necessary.

6.2 **Corporate Authority**.

6.2.1 EH has the requisite corporate power and authority to enter into and, as of the Closing, to perform its respective obligations under the Definitive Agreements to which it is a party or to be delivered by it (the "EH Definitive Agreements").

6.2.2 The execution, delivery, and performance of, and consummation of the transactions contemplated by, the EH Definitive Agreements to which EH is or will become a party have been, or will be, duly and properly authorized by all necessary corporate action in accordance with EH's Governing Documents, none of which actions that has been taken has been modified or rescinded and all of which actions remain in full force and effect.

6.2.3 The EH Definitive Agreements constitute the valid and legally binding obligations of EH, enforceable against it in accordance with their terms except as enforceability may be limited by Enforceability Limitations.

6.3 **No Violation; Approvals**.

6.3.1 Upon receipt of the EH Required Consents (as defined below), the execution, delivery, and performance of, and consummation of the transactions contemplated by, the EH Definitive Agreements by EH (a) are within EH's corporate powers and are not and will

not be in contravention or violation of the terms of the governing documents of EH, and (b) will not result in the creation of any Encumbrance (other than a Permitted Encumbrance) of any kind or the termination or acceleration of any indebtedness or other obligation of EH, and are not prohibited by, violate or conflict with any provision of, and do not constitute a default under or breach of (with or without notice or lapse of time or both), or give rise to a right of termination, cancellation, acceleration or augmentation of any obligation, or loss of a material benefit under, any contract, indenture, mortgage, or material permit, license, approval, or other commitment to which EH is a party or is subject or by which EH is bound, or any applicable Law; and

6.3.2 Except as set forth on Schedule 6.3.2, or as may be required by the Attorney General, no approval, authorization, registration, consent, order, filing, exemption, notice, or other action that has not occurred or been obtained with or from any Person, including any court, administrative agency or other governmental authority, is required for the execution and delivery, performance of, and consummation of the transactions contemplated by the EH Definitive Agreements by EH. The approvals and consents listed on Schedule 6.3.2 shall collectively be referred to as the "EH Required Consents."

6.4 **EH Investigation**.

6.4.1 EH (through the EH Board and officers of EH also being directors and officers of the Authority) is experienced in the ownership and operation of health care facilities and has reviewed all information it deems necessary to its satisfaction with respect to the Health System, the Facilities, the Directly Assigned Assets, and the Assumed Liabilities. EH has relied solely upon its own due diligence and those express representations and warranties of the Authority made in this Agreement or in any instrument or document delivered by the Authority pursuant to this Agreement. EH understands that any cost estimates, projections or other forward-looking information provided to EH by or on behalf of the Authority are not and shall not be deemed to be representations and warranties of the Authority. EH acknowledges that (a) there are uncertainties inherent in attempting to make such estimates, projections and other predictions; (b) EH is familiar with such uncertainties; (c) EH is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections or other predictions so furnished to it; and (d) EH shall have no claim against the Authority or any of its officers, directors, employees, representatives, Affiliates or agents with respect thereto.

6.4.2 EH ACKNOWLEDGES THAT, SHOULD THE CLOSING OCCUR, EH WILL ACQUIRE THE DIRECTLY ASSIGNED ASSETS AND ALL OTHER ASSETS OF THE AUTHORITY WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, STRICTLY IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS, IN EACH CASE.

6.5 **No Other Representations and Warranties**. **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE 6, AS QUALIFIED BY THE DISCLOSURE SCHEDULES, NEITHER EH NOR ANY OTHER PERSON MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING EH, AND EH HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY WITH RESPECT TO THE EXECUTION AND**

DELIVERY OF THIS AGREEMENT AND THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER EH NOR ANY OTHER PERSON SHALL BE DEEMED TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO (I) ANY PROJECTIONS, ESTIMATES OR BUDGETS HERETOFORE DELIVERED TO OR MADE AVAILABLE TO THE COUNTY OR ITS COUNSEL, ACCOUNTANTS OR ADVISORS OF FUTURE REVENUES, EXPENSES OR EXPENDITURES OR FUTURE RESULTS OF OPERATIONS OF EH OR (II) EXCEPT AS EXPRESSLY COVERED BY A SPECIFIC REPRESENTATION AND WARRANTY CONTAINED IN THIS ARTICLE 6, ANY OTHER INFORMATION OR DOCUMENTS (FINANCIAL OR OTHERWISE) MADE AVAILABLE TO THE COUNTY OR ITS COUNSEL, ACCOUNTANTS OR ADVISORS WITH RESPECT TO EH.

ARTICLE 7

PRE-CLOSING COVENANTS OF EH, THE AUTHORITY AND THE COUNTY

EH and the Authority hereby agree to keep, perform, and fully discharge, or to cause to be kept, performed, and fully discharged, as applicable, the following covenants and agreements, as applicable, from the Effective Date to the Closing Date.

7.1 **Preserve Accuracy of Representations and Warranties**.

7.1.1 EH and the Authority will not take any action that would render any representation or warranty contained in ARTICLE 5 or ARTICLE 6 with respect to such Party to not be true and accurate in all material respects as of the Closing Date.

7.1.2 EH and the Authority will promptly notify the County of material lawsuits, claims, administrative actions, or other proceedings credibly asserted or actually commenced against such Party, or any of its respective officers, directors, or members.

7.1.3 Each of EH and the Authority will promptly notify the County of any facts or circumstances that come to its attention and cause, or through the passage of time would be reasonably likely to cause, (a) any of the representations and warranties made by such Party and contained in ARTICLE 5 or ARTICLE 6 to not be true and accurate in all material respects at any time from the Effective Date to the Closing, or (b) at any time prior to the Closing, any covenant set forth in this Agreement or any other Definitive Agreement not to have been complied with in all material respects.

7.2 **Compliance with Laws.**

7.2.1 The Authority shall comply in all material respects with all material applicable Laws affecting the Health System; and

7.2.2 The Authority shall keep, hold, and maintain all Certificates of Need, accreditations, licenses and permits in respect of the operations of the Health System.

7.3 **Interim Conduct of Business.** Except as otherwise provided in this Agreement or consented to in writing by the County, which consent shall not be unreasonably withheld, delayed or conditioned, the Authority and EH shall conduct their respective businesses in the ordinary course. Specifically, each of the Authority and EH covenants and agrees that (i) its business and those of its subsidiaries will be conducted in a substantially similar manner consistent with past practice and, except as otherwise approved by the Authority or EH, as the case may be, in writing, only in the ordinary course, (ii) such Party shall perform all of its material obligations under material agreements relating to or affecting the business of such Party, (iii) such Party shall maintain its material assets and all parts thereof in as good working order and condition as at present, ordinary wear and tear excepted, and (iv) such Party shall use commercially reasonable efforts to maintain and preserve its business organization with respect to the Facilities, as applicable, intact, retain its present employees at the Facilities, as applicable, and maintain its relationship with physicians, medical staffs, suppliers, customers and others having business relations with such Party or the Facilities, as applicable. The Authority and EH shall provide prior written notice to the County of any proposed adverse changes to the employee benefit plans that are offered to the Health System Employees.

7.4 **Cooperation.** The Parties shall use commercially reasonable efforts following the Effective Date in order to: (i) complete and submit any and all applications for licenses, permits, or other government or regulatory approvals required in connection with the Conveyance and the other transactions contemplated by the Definitive Agreements, (ii) obtain required third-party consents, payor enrollments and governmental approvals in a timely manner, and (iii) complete and file any and all cost reports for the Facilities that cover periods inclusive of some or all of the period between the Effective Date and the Closing Date.

7.5 **Erlanger Health Foundation.** The Authority and EH will use Reasonable Efforts to continue the affiliation with the Erlanger Health Foundation (the "Foundation") and to cause the Foundation's mission with respect to the Health System to be continued.

7.6 **Tax Exemption.** EH shall file an application on IRS Form 1023 for recognition of exemption from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code and seek to be classified as other than a private foundation (within the meaning of Section 509(a) of the Code) by reason of being classified as a hospital described in Section 170(b)(1)(A)(iii) of the Code and shall use commercially reasonable efforts to qualify for and obtain such recognition of exemption from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code that is classified as other than a private foundation (within the meaning of Section 509(a) of the Code) by reason of being classified as a hospital described in Section 170(b)(1)(A)(iii) of the Code.

7.7 **Formation of Oversight Monitor.** The County shall submit to EH and the Authority a plan for the organization, governance, management, and initial funding of the Oversight Monitor.

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE PARTIES AND THE COUNTY

The obligations of each Party and the County to consummate the transactions contemplated by the Definitive Agreements are, at the option of such Party, subject to the satisfaction, on or before the Closing Date (unless a different time period is specified), of the following conditions.

8.1 **Consents and Approvals.**

8.1.1 Required Consents. The consents set forth on Schedule 8.1.1 (the "Required Consents"), shall have been obtained or delivered, or waived by EH or the Authority, as applicable, on or before the Closing Date (and each such Required Consent shall be in full force and effect as of the Closing Date).

8.1.2 Attorneys General. The approval of the Attorney General and the North Carolina Attorney General to consummate the Conveyance shall have been obtained.

8.1.3 IRS Determination Letter. A letter from the IRS definitively determining EH to be exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code and further classifying EH as being other than a private foundation (within the meaning of Section 509(a) of the Code) by reason of being classified as a hospital described in Section 170(b)(1)(A)(iii) of the Code (the "IRS Determination Letter").

8.2 **Performance of Covenants.** Each of EH and the Authority shall have performed, in all material respects, all of its respective obligations and agreements required to be performed on or before the Closing Date and there shall be delivered to the County on the Closing Date a certificate to such effect signed by an executive officer of EH or the Authority, as applicable.

8.3 **Accuracy of the Authority's and EH's Representations and Warranties.** Subject to delivery of an amended Disclosure Schedule pursuant to Section 13.5 by the Authority or EH, the representations and warranties of the Authority and EH in ARTICLE 5 or ARTICLE 6, respectively, shall be true and correct on and as of the date of this Agreement and as if made on and as of the Closing Date, except to the extent that the facts, events and circumstances that cause such representations and warranties to not be true and correct as of such dates, individually or in the aggregate, have not resulted, or would not reasonably be expected to result, in a Material Adverse Event (provided, that for the purposes of the foregoing, qualifications as to materiality and Material Adverse Event contained in such representations and warranties shall not be given effect).

8.4 **No Material Adverse Event.** Between the Effective Date and the Closing Date, there shall not have occurred any event or circumstance or combination of events or circumstances that would reasonably be expected to have a Material Adverse Event.

8.5 **Amended and Restated Charter**. EH shall have filed the Amended and Restated Charter with the Tennessee Secretary of State's Office.

8.6 **Title Insurance Policies**. The Authority shall, or shall cause the applicable Affiliate of the Authority to, execute title affidavits and any other documents customarily and reasonably required and reasonably satisfactory to EH by the applicable title company of EH's choice (the "Title Company") to issue owner's policies of title insurance with respect to the Transferred Property and/or related title endorsements, including, without limitation, a non-imputation endorsement (each, a "Title Policy" and collectively, the "Title Policies") in favor of EH, any Affiliates of EH and/or the applicable property interest owner, as applicable (including, but not limited to, a customary owner's affidavit, a customary non-imputation affidavit and indemnity). In addition, the Authority shall deliver, or shall cause to be delivered, to the applicable Title Company and EH (i) all other customary documents and certifications as may be reasonably required by the Title Company to issue the Title Policies, and (ii) such evidence as may be reasonably required by the applicable Title Company with respect to the authority of the person(s) executing the documents required to be executed by the Authority or the applicable Affiliate of the Authority pursuant to the foregoing sentence. Title Company shall be irrevocably committed to issue the Title Policies in favor of EH, any Affiliates of EH and/or the applicable property interest owner, as applicable.

8.7 **Actions.** There shall not be any action or proceeding by or before any court or other Government Authority which (a) seeks to restrain, prohibit, or invalidate the transactions contemplated by this Agreement or (b) could reasonably be expected to affect materially the right of EH to own, operate, or control a material portion of the assets of the Authority after the Closing Date.

8.8 **Regulatory Matters.** All authorizations, consents, and approvals by any federal, state, and local regulatory bodies and officials, that are necessary for the consummation of the transactions contemplated by this Agreement set forth on Schedule 8.1.1 shall have been received and shall be in full force and effect.

8.9 **Oversight Monitor**. The Oversight Monitor shall have been formed and the governing board of the Oversight Monitor shall have been appointed.

8.10 **Closing Documents**. Each of the Authority, EH and the County shall have executed and delivered to the applicable person all of the items required to be delivered by such Party or the County as contemplated by Section 9.2 or otherwise pursuant to any term or provision contained in this Agreement or the other Definitive Agreements.

8.11 **City Deliveries**. The City shall have irrevocably and unconditionally waived, released and terminated, in a written form acceptable to EH, the City's rights of reversion and reconveyance option currently affecting the real property owned by Authority and set forth below:

8.11.1 Reversionary interests held by City pursuant to Section 2 of the Private Act (triggering event is the Authority ceasing to exist as operator of Erlanger Baroness Hospital and Children's Hospital at Erlanger on the Original Main Campus only);

8.11.2 Option to require reconveyance held by City pursuant to Section 2 of the Private Act (triggering event is cessation of use of a parcel for hospital and related uses for a period of two (2) years) on the Original Main Campus only;

8.11.3 Reversionary interest held by City on 1200 Dodson Avenue property (Erlanger Community Health Center) pursuant to a deed (triggering event is failure to use for any other purpose other than as a medical office facility and other buildings incident to such use); and

8.11.4 Reversionary interest held by City on 1100 East Third Street property (UT Family Practice) (triggering event in prior deed from 1970 from the City and the County to the University of Tennessee (Book 1924, page 651) is failure to construct a football stadium within five (5) years).

8.12 **Prisoner Medical Care**. The County and EH shall have entered into an agreement, reasonably acceptable to the County and EH, whereby EH agrees to continue to provide medical care for prisoners in exchange for a support payment from the County each year for a multi-year term.

8.13 **Post-Closing Assumed Litigation**. EH, the Authority and the County shall have agreed on a plan for (a) the management of the Post-Closing Assumed Litigation, (b) the funding of the Self-Insurance Trust and the continuation and/or possible transfer to EH of the corpus of the Self-Insurance Trust, and (c) determining the nature and amounts of any additional provision to assure that adequate assets are available to cover any Losses with respect to the Post-Closing Assumed Litigation, including without limitation the purchase of additional insurance.

ARTICLE 9

CLOSING

9.1 **Closing Date; Closing.** Subject to the satisfaction or waiver by the Authority, EH or the County of the conditions precedent to Closing forth in ARTICLE 8, the consummation of the Conveyance and the other transactions contemplated by this Agreement (the "Closing") shall take place at such location agreed upon by the Authority, EH and the County, on a date mutually agreed upon by the Authority, EH and the County that is as soon as practicable following the receipt of all regulatory approvals and satisfaction or waiver of all conditions precedent to Closing set forth herein (the "Closing Date"). The Closing shall be effective as of 12:01 a.m., local time on the Closing Date, or such other date and time as the parties may agree to in writing.

9.2 **Closing Document Deliveries**.

9.2.1 Authority Closing Documents. At the Closing, the Authority shall deliver, or shall cause MergeCo to deliver, the following documents to the County:

(a) A copy of the Certificate of Formation of MergeCo, filed with the Tennessee Secretary of State;

(b) A Certificate of Good Standing of the Authority issued by the Tennessee Secretary of State, dated as of a date not more than fifteen (15) Business Days prior to the Closing Date;

(c) Certificate of Merger (the "Merger Certificate");

(d) Plan of Merger (the "Plan of Merger");

(e) Written consent of MergeCo to the execution and delivery of the Merger Certificate and the Plan of Merger;

(f) Bill of Sale, executed by the Authority (the "Bill of Sale");

(g) Assignment and Assumption Agreement (the "Assignment Agreement"), executed by the Authority;

(h) Trademark/Trade Name Assignment Agreement, if needed, executed by the Authority (the "Trademark/Trade Name Assignment Agreement");

(i) Domain Name Agreement, if needed, executed by the Authority (the "Domain Name Agreement");

(j) The Authority's Deeds in a form reasonably acceptable to the Authority, EH and the County; *provided*, *however*, the County's approval of the Authority's Deeds shall be limited to the language creating the Right of Reconveyance;

(k) A duly issued and executed IRS Form W-9 from the Authority;

(l) A non-foreign person affidavit from the Authority (or the regarded owner of any such entity if such entity is a disregarded entity) dated as of the Closing Date in form and substance as is required under Section 1446(f) of the Code and applicable IRS guidance thereunder stating that the Authority (or the regarded owner of any such entity if such entity is a disregarded entity) is not a "foreign person" under Sections 1445 and 1446 of the Code;

(m) Copies of all consents, approvals, authorizations, filings, and notices required to be obtained or sent by the Authority pursuant to Section 5.3.2;

(n) A certificate, dated as of the Closing Date, signed by the Chief Executive Officer of the Authority certifying that the conditions set forth in Section 8.1, Section 8.2, Section 8.3, and Section 8.4 have been satisfied;

(o) Reversionary Interest and Reconveyance Waiver;

(p) Amended and Restated Charter of Murphy Medical Center, Inc.;

(q) Deed Rider substantially in the form attached hereto as **Exhibit I**;

(r) Certificate With Respect to Public Hearing and Notice, including evidence of publication of a TEFRA notice related to the Series 2014A Bonds, executed by the Authority;

(s) Tax Regulatory Agreement related to the Series 2014A Bonds, executed by the Authority and MergeCo;

(t) Information Return for Tax-Exempt Private Activity Bond Issues (IRS Form 8038) related to the Series 2014A Bonds, executed by the Authority;

(u) Supplemental Indenture Number 2022C, by and among the Authority, EH, MergeCo and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association, as successor to SunTrust Bank, formerly known as SunTrust Bank, Nashville, N.A. and Third National Bank in Nashville, as successor to American National Bank and Trust Company of Chattanooga), as trustee (the "Master Trustee") (the "Supplemental Indenture"), executed by the Authority and MergeCo;

(v) Opinion of Waller Lansden Dortch & Davis, LLP, as counsel to the Authority and MergeCo, required by Section 11.01(d) of the Master Trust Indenture, dated as of October 1, 1986, by and between the Authority and the Master Trustee (the "Master Trust Indenture");

(w) Opinion of Kutak Rock LLP, as bond counsel to the Authority, required by Section 11.01(e) of the Master Trust Indenture;

(x) Such other instruments and documents as may be reasonably necessary to carry out the Conveyance and to comply with the terms hereof;

(y) Such other owner's affidavits and similar documents required by the Title Company; and

(z) A resignation letter in form and substance reasonably satisfactory to the County from each officer and director of the Authority.

9.2.2 County Closing Document. At the Closing, the County shall deliver the following document to EH:

(a) Reversionary Interest and Reconveyance Waiver;

(b) TEFRA approval certificate related to the Series 2014A Bonds, executed by the County Mayor; and

(c) Joinder, executed by Oversight Monitor.

9.2.3 EH Closing Documents. At the Closing, EH shall deliver the following documents to the County:

(a) A copy of the Amended and Restated Charter of EH;

(b) A Certificate of Good Standing of EH issued by the Tennessee Secretary of State, dated as of a date not more than fifteen (15) Business Days prior to the Closing Date;

(c) Bill of Sale, executed by EH;

(d) Assignment and Assumption Agreement, executed by EH;

(e) Trademark/Trade Name Assignment Agreement, if needed, executed by EH;

(f) Domain Name Agreement, if needed, executed by EH;

(g) Plan of Merger, executed by EH;

(h) Written consent of the EH Board authorizing the consummation of the Conveyance;

(i) Copies of all consents, approvals, authorizations, filings and notices required to be obtained or sent by EH pursuant to Section 6.3.2;

(j) A certificate, dated as of the Closing Date, signed by the Chief Executive Officer of EH certifying that the conditions set forth in Section 8.1, Section 8.2, Section 8.3, and Section 8.4 have been satisfied;

(k) Tax Regulatory Agreement related to the Series 2014A Bonds, executed by EH;

(l) Opinion of Waller Lansden Dortch & Davis, LLP, as counsel to EH, required by Section 11.01(d) of the Master Trust Indenture;

(m) Supplemental Indenture, executed by EH;

(n) A copy of the IRS Determination Letter; and

(o) Such other instruments and documents as may be reasonably necessary to carry out the Conveyance and to comply with the terms hereof.

ARTICLE 10

TERMINATION

10.1 **Termination Before Closing**. Notwithstanding anything herein to the contrary, this Agreement and the transactions contemplated herein may be terminated at any time before Closing under any one of the following circumstances, or as otherwise set forth herein, effective immediately upon notice given in accordance with Section 13.8:

10.1.1 Mutual Consent. By unanimous written consent of EH, the Authority and the County, acting through their respective governing boards.

10.1.2 Conditions Precedent to Closing. By the County, if the conditions of this Agreement to be satisfied or performed by the Parties at or before the Closing become incapable of satisfaction or performance other than as a result of a breach of this Agreement by the County.

10.1.3 Legal Proceeding. By the County, if any action or proceeding before any court or governmental body is pending wherein an unfavorable judgment, decree or order would reasonably be expected by the County (a) to prevent the carrying out of this Agreement or any of the other transactions contemplated herein; (b) to declare unlawful the Conveyance or any of the other transactions contemplated herein; or (c) to cause the Conveyance or any of the other transactions contemplated herein to be rescinded.

10.1.4 Material Adverse Event. By the County, if at any time after the Effective Date there has been a Material Adverse Event.

10.1.5 Breach. Subject to Section 3.6, by the County, if at any time before the Closing, there has been a material breach by a Party of any representation, warranty, Covenant or agreement contained in this Agreement that: (a) would provide the County with the right not to consummate the Conveyance pursuant to Sections 8.2 and 8.3; and (b) is not or cannot be remedied by the breaching Party or Parties to the reasonable satisfaction of the County within thirty (30) days after receipt of notice thereof (or such shorter period not to extend beyond the Closing Deadline).

10.1.6 Closing Deadline. By either Party or the County if the Closing has not occurred on or before the first anniversary of the Effective Date, which may be extended for three (3) month periods upon the unanimous written consent of the Parties and the County (the "Closing Deadline").

10.1.7 Attorney General Approval. By either Party or the County if the Parties are unable to receive approval from the Attorney General or the North Carolina Attorney General to consummate the Conveyance.

10.2 **Effect of Termination**.

10.2.1 A termination of this Agreement by a Party or the County pursuant to Section 10.1 shall:

(a) Terminate all further obligations of the Parties and County hereunder; and

(b) Be the sole and exclusive remedy for breach of any representation, warranty or covenant made by either Party under this Agreement before Closing.

ARTICLE 11

DISPUTE RESOLUTION FOR MISSION AGREEMENT DISPUTES

11.1 **Mission Agreement Disputes**.

11.1.1 All Covenant Disputes shall be governed by Section 3.6.

11.1.2 Each Party and the County shall have the right to declare the existence of a Mission Agreement Dispute by providing a Dispute Notice in accordance with the notice

guidelines set forth in Section 13.8 to the other, which Dispute Notice shall describe in reasonable detail the nature of the Mission Agreement Dispute, identify whether the Dispute Notice is a Covenant Breach Notice, and state such Party's proposed resolution of the Mission Agreement Dispute. If a Dispute Notice is a Covenant Breach Notice, such Covenant Dispute shall be governed by Section 3.6 herein.

11.2 **Negotiation and Mediation**.

11.2.1 Within fifteen (15) Business Days of the delivery of a Dispute Notice, the Negotiation Parties agree to a negotiation calendar (which timeline may be extended at the written consent of the Negotiation Parties) with at least one Negotiation to attempt in good faith to resolve the issues identified in the Dispute Notice.

11.2.2 If, within thirty (30) days of the last scheduled negotiation on the negotiation calendar, the Mission Agreement Dispute is not resolved by mutual agreement of the Negotiation Parties, the Negotiation Parties shall try in good faith to settle the dispute by Mediation. The Mediation must be conducted and completed by the Mediation Deadline, take place in Chattanooga, Tennessee, and the Mediator must be someone with hospital or healthcare system-level healthcare experience.

11.2.3 All applicable statutes of limitation and defenses based upon the passage of time will be tolled for the duration of any negotiation and mediation of a Mission Agreement Dispute under this Section 11.2 (but in no event for longer than ninety (90) days unless otherwise agreed by each of the Negotiation Parties). All negotiations and mediations under this Section 11.2 shall be considered confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. Each Party and the County shall be responsible for any and all costs and fees incurred by such party in connection with any negotiation or mediation pursuant to this Section 11.2 and shall share the fees and expenses of any mediation equally (unless otherwise agreed by the Negotiation Parties).

11.3 **Equitable Remedies for Breach of Missional Covenants and Community Covenants Generally; Exclusive Covenants Remedies**.

(a) Parties agree that no party shall be entitled to seek and obtain specific performance, injunctive relief or other equitable remedies from any court of competent jurisdiction to enforce specifically the terms and provisions of this Agreement or to prevent or curtail any threatened or actual breach of this Agreement, or exercise any other remedy to which such party may be entitled to seek or obtain in accordance with the terms of this Agreement until the procedures and remedies set forth in Section 3.6 have been satisfied.

(b) All rights and remedies provided in Section 3.6 above with regard to a breach of a Missional Covenant or a Community Covenant are exclusive and not cumulative.

11.4 **Waiver of Jury Trial**. Each of the Authority, EH and the County acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues. **THEREFORE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE AUTHORITY, EH AND THE COUNTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT**

SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE) AND AGREES THAT SUCH LITIGATION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY (TO THE EXTENT OTHERWISE REQUIRED OR PERMITTED BY THIS AGREEMENT). Each of the Authority, EH and the County certifies and acknowledges that (i) no representative, agent or attorney of any other party hereto has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver, (ii) such party understands and has considered the implications of such waiver, (iii) such party makes such waiver voluntarily and (iv) such party has been induced to enter into this Agreement by, among other things, the mutual waiver and certifications in this Section 11.4. Any party may file an original counterpart of a copy of this Agreement with any court as written evidence of the consent of the other parties to the waiver of their right to a trial by jury.

11.5 **Exclusive Forum and Venue**. **EACH OF THE AUTHORITY, EH AND THE COUNTY HEREBY IRREVOCABLY (I) ACCEPTS, CONSENTS TO AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TENNESSEE AND THE STATE COURTS OF THE STATE OF TENNESSEE, SITTING IN HAMILTON COUNTY, TENNESSEE, OR SUCH OTHER FEDERAL OR STATE COURT SITTING IN THE STATE OF TENNESSEE WHERE VENUE IS MANDATORY PURSUANT TO APPLICABLE LAW (THE "DESIGNATED COURTS"), (II) AGREES THAT ALL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE LITIGATED IN THE DESIGNATED COURTS AND THAT IT SHALL NOT COMMENCE ANY PROCEEDING IN ANY OTHER COURT, (III) WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE IN THE DESIGNATED COURTS, INCLUDING ANY CLAIM OR DEFENSE OF FORUM NON CONVENIENS (I.E., THAT ANY ACTION, SUIT OR PROCEEDING BROUGHT IN A DESIGNATED COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM) AND (IV) AGREES THAT ANY FINAL JUDGMENT RENDERED BY THE DESIGNATED COURTS IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND BINDING UPON SUCH PARTY AND MAY BE ENFORCED IN ANY OTHER COURTS HAVING JURISDICTION OVER SUCH PARTY BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTWITHSTANDING THE FOREGOING, THE AUTHORITY AND EH, TOGETHER, AND THE COUNTY ACKNOWLEDGE AND AGREE THAT THEY MAY SEEK AND OBTAIN EQUITABLE RELIEF AGAINST THE OTHER FROM ANY OTHER FEDERAL OR STATE COURT HAVING PERSONAL JURISDICTION OVER SUCH OTHER PARTY.**

ARTICLE 12

INDEMNIFICATION

12.1 **Survival of Indemnification Obligation**. The obligation of EH to indemnify the Authority and the County in Section 12.2 shall survive indefinitely.

12.2 **Indemnification by EH.** EH shall indemnify, defend and hold harmless the Authority, the County, their respective Affiliates, and their respective officers, directors, employees, agents and other representatives (the "Indemnified Parties") from and against, and pay on behalf of or reimburse each of them for, any and all Losses that the Indemnified Parties may suffer or incur arising from or relating to: (a) the breach of, or inaccuracy in, any representation or warranty of EH in the EH Definitive Agreements; (b) the breach of any covenant, agreement or other obligation of EH in the EH Definitive Agreements; (c) the failure of the Authority or EH to obtain any consents, enrollments and approvals necessary for the consummation of the Conveyance or the other transactions contemplated by the Definitive Agreements; or (d) any of the Assumed Liabilities, the Retained Liabilities, or the Post-Closing Assumed Litigation.

12.3 **Indemnification Procedure**.

12.3.1 In the event an Indemnified Party has a claim for indemnification by EH resulting from the assertion of liability by a third party (a "Claim"), such Indemnified Party shall, within thirty (30) days after receiving notice thereof, give EH notice of any such Claim, furnishing in reasonable detail such information as such Indemnified Party may have with respect to such Claim, including all records and similar materials that are reasonably required in the defense of such Claim.

12.3.2 For purposes of this Agreement, "Losses" shall mean all losses, claims, damages, costs, fines, interest, penalties, obligations, payments and liabilities, together with all reasonable out-of-pocket costs and expenses (including court costs, costs of appeal and reasonable outside attorneys', consultants', and experts' fees).

ARTICLE 13

GENERAL PROVISIONS

13.1 **Performance.** Each Party shall perform any and all covenants, undertakings, stipulations, and provisions applicable to it contained in the Definitive Agreements.

13.2 **Performance of Undertakings**.

13.2.1 Each Party shall perform any and all covenants, undertakings, stipulations, and provisions applicable to it contained in the Definitive Agreements.

13.2.2 Each Party shall not take any other action inconsistent with its obligations hereunder or that could hinder or delay the consummation of the Conveyance.

13.2.3 Subject to fulfillment of the conditions precedent set forth in ARTICLE 8 with respect to the relevant Party, the standard that shall apply to the Parties' performance of all Covenants and Commitments contained in this Agreement and in any and every document executed and delivered hereunder is a commercially reasonable standard, except as expressly stated otherwise in this Agreement.

13.3 **Failure to Obtain Consent**. The Parties shall use commercially reasonable efforts after the Closing Date to pursue such consents, enrollments and approvals to the extent such have

not been obtained by the Closing Date. If the Parties do not obtain any third-party consent or waiver necessary for the consummation of the Conveyance or the other transactions contemplated by this Agreement, the Parties shall take such actions as may be reasonably requested by the County to minimize any adverse effect on the County and the Health System resulting, or that could reasonably be expected to result, from the failure to obtain such consent or waiver. Without limiting the generality of the foregoing, to the extent any contract cannot be assigned or transferred to EH without the consent or waiver of any third party, which consent or waiver has not been obtained as of the Closing:

13.3.1 This Agreement shall not constitute an assignment or transfer (or an attempted assignment or transfer) of such contract unless and until such consent or waiver has been properly obtained;

13.3.2 The Parties will use commercially reasonable efforts to obtain such consent or waiver or, in the alternative, to terminate the contract in question and, as appropriate, to replace such contract with a new agreement, at the earliest practicable time; and

13.3.3 The Parties will continue to be bound by such contract from and after the Closing until the receipt of such consent or waiver, at which time the Parties will take all necessary action to effect the assignment of such contract to EH.

13.4 **Publicity.** Each Party shall cooperate with the County in preparing and releasing mutually acceptable joint announcements concerning this Agreement and its execution to all appropriate communities, groups and ratings agencies. Except as otherwise required by Law, all press releases or other public communications of any sort relating to the Conveyance and the method of the release for publication thereof, will be subject to the prior approval of the Parties and the County. In addition, each Party shall coordinate with the other Party on the timing and messaging of communications concerning this Agreement to its employee and medical staff communities and leadership.

13.5 **Supplement of Disclosure Schedule**. During the period from the Effective Date to the Closing Date, if any fact or condition occurs or is discovered that causes, or would be reasonably likely to cause, any representation or warranty made by the Authority or EH (each, a "Disclosing Party") to not be true and accurate in all material respects had that representation or warranty been made as of the time of the occurrence of, or the Disclosing Party's discovery of, such fact or condition, then such Disclosing Party shall promptly notify the County of such fact or condition pursuant to Section 7.1.3.

13.6 **Survival**. The terms and conditions set forth in this Agreement shall survive indefinitely following the Closing and consummation of the Conveyance.

13.7 **Consummation of Conveyance.** Subject to fulfillment of the conditions precedent set forth in ARTICLE 8 with respect to the relevant Party, the Parties shall take, or cause their Affiliates to take, no other action which is inconsistent with its obligations hereunder or which could materially delay the consummation of the Conveyance.

13.8 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made as follows:

(a) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (b) if sent designated for overnight delivery by nationally recognized overnight air courier (such as Federal Express, UPS or DHL), one (1) Business Day after mailing; (c) if sent by facsimile transmission before 5:00 p.m. (sender's time) and receipt is confirmed through a delivery report; (d) if sent by facsimile transmission after 5:00 p.m. (sender's time) and receipt is confirmed through a delivery report, on the following Business Day; (e) if otherwise actually personally delivered, when delivered; or (f) if sent by electronic mail with receipt confirmed by non-electronic mail in accordance with this Section 13.8, one (1) Business Day after mailing; provided that such notices, requests, demands and other communications are delivered to the addresses set forth below, or to such other address as any Party shall provide by like notice to the other Party:

The Authority:	Chattanooga-Hamilton County Hospital Authority 975 East 3rd Street Chattanooga, Tennessee 37403-2173 Attention: Chair of Board of Trustees
With a simultaneous copy to:	Waller Lansden Dortch & Davis, LLP 511 Union St., Suite 2700 Nashville, TN 37219 Attention: Jesse Neil; Jay E.S. Greathouse Email: jesse.neil@wallerlaw.com jay.greathouse@wallerlaw.com
EH:	Erlanger Health 975 East 3rd Street Chattanooga, Tennessee 37403-2173 Attention: Chief Legal Officer Email: jeffrey.woodard@erlanger.org
With a simultaneous copy to:	Waller Lansden Dortch & Davis, LLP 511 Union St., Suite 2700 Nashville, TN 37219 Attention: Jesse Neil; Jay E.S. Greathouse Email: jesse.neil@wallerlaw.com jay.greathouse@wallerlaw.com
The County:	Hamilton County, Tennessee 625 Georgia Avenue Chattanooga, TN 37402 Attention: Rheubin M. Taylor, County Attorney Email: RMTaylor@HamiltonTN.gov

With a simultaneous copy to: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
1600 West End Avenue, Suite 2000
Nashville, TN 37203
Attention: Richard G. Cowart
Email: dcowart@bakerdonelson.com

13.9 **Costs of Conveyance.** Except as otherwise provided by separate agreement between EH, the Authority, and the County, whether or not the Conveyance shall be consummated, the Parties and the County agree as follows: (a) the Authority shall pay the fees, expenses, and disbursements of the Parties and their agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto, including any diligence undertaken; and (b) the County shall pay the fees, expenses, and disbursements of the County and its agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto, including any diligence undertaken.

13.10 **Entire Agreement; Amendment.** This Agreement, including the Disclosure Schedules and Exhibits required hereunder, supersede all previous agreements oral or written, and constitute the entire agreement among the Authority, EH and the County respecting the subject matter of this Agreement, and no Party nor the County shall be entitled to benefits other than those specified herein. Each Exhibit and Disclosure Schedule referenced in this Agreement shall be considered a part hereof as if set forth herein in full. As among the Parties and the County, oral statements or prior written materials that are not specifically incorporated herein shall not be of any force and effect. The Parties and the County specifically acknowledge that in entering into and executing this Agreement, the Parties and the County rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be supplemented, amended, or modified, and compliance with any provision of this Agreement waived, only by an agreement in writing signed by EH, the Authority and the County.

13.11 **Exhibits; Disclosure Schedule.** The Exhibits and Disclosure Schedule to this Agreement are incorporated herein by reference and made a part hereof. All disclosures in the Disclosure Schedules are made generally and any item disclosed in any section of the Disclosure Schedules shall be deemed to have been disclosed for any other sections of the Disclosure Schedules to the extent this Agreement requires such disclosure and so long as the applicability of such disclosure to such section is reasonably apparent on its face. The inclusion of information in the Disclosure Schedules shall not be construed as an admission that such information is material to the Disclosing Party. In addition, matters reflected in the Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedules. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Disclosure Schedules hereto is a summary only and is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement or item, copies of which have been made available to the non-disclosing Party. No disclosure in any Disclosure Schedules hereto relating to any possible breach or violation of any agreement or Law shall be construed as an admission that any such breach or violation exists or has actually occurred, or shall constitute an admission of liability to any third party.

13.12 **Non-Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and the County and their respective successors, assigns and legal representatives, but neither Party nor the County may assign its rights in this Agreement or delegate its duties under this Agreement to a third party by any means without first obtaining the prior written consent of the other parties.

13.13 **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any Person or other third party other than the Parties, the County, their respective Affiliates, and their respective successors and permitted assigns.

13.14 **No Agency Relationship.** Nothing contained in this Agreement will be deemed to be construed by EH, the Authority, the County or any other third party as creating an agency relationship between EH and the Authority or EH and the County.

13.15 **Additional Assurances.** The provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties or the County except as may be herein specifically provided to the contrary; *provided*, *however*, at the request of a Party or the County, the other Party or the County shall execute such additional instruments and use its commercially reasonable efforts to take such additional actions as the requesting Party or the County may deem necessary to effectuate this Agreement.

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

13.17 **Applicable Law**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee; *provided*, *however*, that the conflicts of law principles of the State of Tennessee shall not apply to the extent they would operate to apply the laws of another state.

13.18 **Headings; Cross-References.** Headings of Articles, Sections and the Disclosure Schedules in this Agreement and the table of contents hereof are solely for convenience or reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. Unless indicated otherwise, references in this Agreement to Articles, Sections, Disclosure Schedules and Exhibits are to articles, sections, disclosure schedules and exhibits of this Agreement.

13.19 **Construction.** This Agreement and all documents or instruments delivered pursuant hereto shall be construed without regard to the identity of the Person who drafted the various provisions of the same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though the Parties and the County participated equally in the drafting of the same. Consequently, the Parties and the County acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party or the County shall not be applicable to this Agreement.

13.20 **Interpretation.** When a reference is made in this Agreement to Sections, subsections or exhibits, such reference shall be to a Section, subsection, or exhibit to this Agreement unless otherwise indicated. The words "include," "includes" and "including," when used herein, shall be deemed in each case to be followed by the words "without limitation." The word "herein" and similar references mean, except where a specific Section or Article reference is expressly indicated, the entire Agreement rather than any specific Section or Article. Except as otherwise specifically provided herein, the word "material," when used in reference to either Party's representations, warranties, covenants or agreements, shall mean material in relation to such Party. The table of contents and the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any document or item will be deemed "delivered," "provided" or "made available" by a Party within the meaning of this Agreement if such document or item is: (a) included in the Data Room; (b) actually delivered or provided to a Party or the County or any of such Party's or the County's representatives; or (c) made available upon request, including at such Party's, the County's, or any of their respective Affiliates' offices.

13.21 **Waiver of Terms.** The failure of any Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or thereunder or of the future performance of any such term, covenant or condition, but the obligations of the Parties with respect thereto shall continue in full force and effect. A waiver by the County of the performance of any Covenant, condition, representation or warranty of the Parties shall not invalidate this Agreement, nor shall such waiver be construed as a waiver of any other Covenant, condition, representation or warranty. A waiver by the County of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

13.22 **Counterparts; Signatures**. The Parties and the County agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties and the County further agree that signatures transmitted by facsimile or in portable document format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

13.23 **Time is of the Essence.** Time is hereby expressly made of the essence with respect to each and every term and provision of this Agreement and any other agreements determined by the Parties and the County to be necessary or appropriate to be entered into in connection with the Conveyance or the other transactions contemplated herein.

13.24 **Access to Records and Information.** If and to the extent applicable to this Agreement and to any agreement contemplated hereunder or entered into pursuant hereto between or among the Parties and the County, the Parties and the County agree to comply with the requirements of Public Law 96-499, Section 952 (Section 1861(v)(1)(I) of the Social Security Act) and regulations promulgated thereunder.

13.25 **Exhibits and Disclosure Schedules Not Completed.** The Parties and the County acknowledge that, as of the Effective Date, **Exhibits A**, **C** and **D**, and certain of the Disclosure

Schedules contemplated by this Agreement continue to be prepared and have not been reviewed or finalized by the Parties. The Parties agree to use their respective good faith best efforts to produce completed Exhibits and Disclosure Schedules to be prepared by the Authority or EH, as applicable (each a "Preparing Party"), and to be provided to the County for review by October 31, 2022, which deadline may be extended upon the agreement of the Parties and the County.

(a) Except as provided in (b) below, the County shall have until November 30, 2022 (the "Review Date") to object in writing to the Preparing Party that such Exhibits or Disclosure Schedules, in the good faith belief of the County, would materially harm the County or the Authority. If the Parties and the County are unable to resolve the identified objections regarding the applicable Exhibit or Disclosure Schedule to be delivered hereunder by the Review Date, then, with regard to Schedule 2.6 (the "Retained Schedule"), the Preparing Party may elect at its sole discretion to omit such disputed Retained Schedule by disclosing "NONE" in which case the County shall accept the omitted Retained Schedule as the final schedule and the County shall waive its right to object to such Retained Schedule, and, if a Preparing Party declines to omit the Retained Schedule, or it relates to a Disclosure Schedule other than the Retained Schedule, either Party or the County may initiate a Dispute Notice, which for avoidance of doubt shall not be a Covenant Dispute Notice, subject to the provisions of ARTICLE 11.

(b) Subject to the forgoing, the obligations of the County to consummate the transactions contemplated by the Definitive Agreements shall be subject to the completion of the Retained Schedule to the satisfaction of the County or the omission of such Retained Schedule as provided above. The omission of the Retained Schedule shall preclude the County from exercising its rights to abstain from consummation of the transactions contemplated by the Definitive Agreements with respect to such omitted Retained Schedule based on this Section 13.25(b).

ARTICLE 14

GLOSSARY

For convenience, set forth below is a glossary of defined terms used in this Agreement:

"AAA**"** shall have the meaning set forth in Section 3.6.2(e).

"Accounting Firm" means an accounting firm of recognized national standing acceptable to EH and the County, which firm is independent of EH and the County.

"Affiliate" means any Person which is under the Control of, or which is under common Control with, the subject Person.

"Agreement" shall have the meaning set forth in the Preamble.

"Amended and Restated Charter**"** shall have the meaning set forth in Section 3.4.1.

"Amendment to the Private Act" shall have the meaning set forth in the Recitals.

"Annual Budget" shall have the meaning set forth in Section 3.5.2.

"Annual Report" shall have the meaning set forth in Section 3.4.6.

"Assignment Agreement" shall have the meaning set forth in Section 9.2.1(g).

"Assumed Liabilities" shall have the meaning set forth in Section 2.2.2.

"Attorney General" shall have the meaning set forth in Section 3.4.1.

"Authority" shall have the meaning set forth in Preamble.

"Authority's Deeds" shall have the meaning set forth in Section 2.5.

"Authority Definitive Agreements" shall have the meaning set forth in Section 5.2.1.

"Authority Required Consents" shall have the meaning set forth in Section 5.3.2.

"Bill of Sale**"** shall have the meaning set forth in Section 9.2.1(f).

"Business Day" means any day except Saturday, Sunday and any day which is a legal holiday in the State of Tennessee.

"Claim" shall have the meaning set forth in Section 12.3.1.

"Closing" shall have the meaning set forth in Section 9.1.

"Closing Date" shall have the meaning set forth in Section 9.1.

"Closing Deadline" shall have the meaning set forth in Section 10.1.6.

"Code" means the Internal Revenue Code of 1986, 26 U.S.C. § 1, et seq., as amended.

"Community Covenants" shall mean those covenants set forth in Section 3.2.

"Continuing Employee" shall have the meaning set forth in Section 4.1.

"Contribution" shall have the meaning set forth in the Recitals.

"Control" means possession, directly or indirectly, of the power to appoint more than fifty percent (50%) of the governing body of an entity.

"Conveyance" shall have the meaning set forth in the Recitals.

"County" shall have the meaning set forth in the Preamble.

"County Commission" shall have the meaning set forth in the Recitals.

"County Mayor" shall have the meaning set forth in the Recitals.

"Covenant Breach Notice" means, collectively, Observed Covenant Breach Notice and Disclosed Covenant Breach Notice.

"Covenant Dispute" shall have the meaning set forth in Section 3.6.1(a).

"Covenants" means, collectively, the Missional Covenants and Community Covenants.

"Covenants and Commitments" shall have the meaning set forth in Section 3.4.2.

"Data Room" shall mean the data room titled "Erlanger Data Room" hosted by Thompson Reuters.

"Default Event**"** shall have the meaning set forth in Section 3.6.2(a).

"Definitive Agreements" means this Agreement and the other agreements, instruments and documents contemplated to be delivered or executed by the Parties in connection with this Agreement and the transactions contemplated by this Agreement.

"Designated Courts**"** shall have the meaning set forth in Section 11.5.

"Direct Asset Transfer" shall have the meaning set forth in the Recitals.

"Directly Assigned Assets" shall have the meaning set forth in Section 2.1.2.

"Disclosed Covenant Breach Notice" shall have the meaning set forth in Section 3.6.2(c).

"Disclosing Party" shall have the meaning set forth in Section 13.5.

"Disclosure Schedules" shall have the meaning set forth in ARTICLE 5.

"Dispute Notice" means a written notice of dispute.

"Dissolution" shall have the meaning set forth in the Recitals.

"Domain Name Agreement" shall have the meaning set forth in Section 9.2.1(i).

"Effective Date" shall have the meaning set forth in the Preamble.

"EH" shall have the meaning set forth in the Preamble.

"EH Board" shall mean the board of directors of EH.

"EH Definitive Agreements" shall have the meaning set forth in Section 6.2.1.

"EH Required Consents" shall have the meaning set forth in Section 6.3.2.

"Encumbrance" means any lien, pledge, mortgage, deed of trust, security interest, charge, claim, easement, encroachment, or other encumbrance (expressly excluding the existing

reversionary interests and reconveyance option to be waived by the County pursuant to Section 2.4).

"Enforceability Limitations" shall have the meaning set forth in Section 5.2.3.

"Erlanger Entities" shall have the meaning set forth in the Recitals.

"Excess Expense" shall have the meaning set forth in Section 3.5.3.

"Excess Expense Documentation" shall have the meaning set forth in Section 3.5.3.

"Facilities" shall have the meaning set forth in the Recitals.

"Force Majeure Event" means an event or effect not in existence as of the Effective Date that either cannot be anticipated or cannot be controlled, including, but not limited to, acts of nature (including fire, flood, earthquake, hurricane, tornado, lightning or natural disaster), war, terrorist activities, sabotage, or government prohibition.

"Foundation" shall have the meaning set forth in Section 7.5.

"Free Standing Clinics" shall have the meaning set forth in the Recitals.

"Governing Documents" means the articles of incorporation, certificate of incorporation, bylaws, board policies, committee charters, partnership agreement, operating agreement, or other documents by and through which an entity is formed and governed.

"Government Authority" means any: (a) national, federal, state, provincial, county municipal or local government, foreign or domestic; (b) political subdivision of any of the foregoing; (c) legislative body; (d) court of law or equity; or (e) entity, authority, agency, ministry, or other similar body exercising any legislative, executive, judicial, regulatory, or administrative authority or functions of or pertaining to government, including any commission, tribunal, or other quasi-governmental entity established to perform any such function.

"Health System" shall have the meaning set forth in the Recitals.

"Health System Employees" shall have the meaning set forth in Section 4.1.

"Hospitals" shall have the meaning set forth in the Recitals.

"Indemnified Party" shall have the meaning set forth in Section 12.2.

"Initial Budget" shall have the meaning set forth in Section 3.5.2.

"IRS" means the Internal Revenue Service.

"IRS Determination Letter" shall have the meaning set forth in Section 8.1.3.

"Joinder" shall have the meaning set forth in Section 3.4.2.

"Joint Commission" means the accrediting organization formerly known as the Joint Commission on Accreditation of Healthcare Organizations.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Government Authority.

"Legislative Delegation" shall have the meaning set forth in Section 3.4.3(b).

"Losses" shall have the meaning set forth in Section 12.3.2.

"Major Service Lines" shall have the meaning set forth in Section 3.2.2.

"Master Trustee" shall have the meaning set forth in Section 9.2.1(u).

"Master Trust Indenture" shall have the meaning set forth in Section 9.2.1(v).

"Material Adverse Event" means, with respect to EH, the Authority or their respective Affiliates (unless otherwise provided below):

(a) any event that is or is reasonably expected to be materially adverse to the assets, condition, or results of operations of the Parties or the Health System, individually or in the aggregate;

(b) any event that prevents, or would reasonably be expected to prevent or materially impair the ability of the Parties to consummate the Conveyance or the transactions contemplated herein or perform their respective obligations under this Agreement;

(c) any event that results in, or would reasonably be expected to result in, actual or threatened exclusion from a federal or state health care program;

(d) any event that results in, or would reasonably be expected to result in, the loss by the Authority or EH of recognition by the Internal Revenue Service as exempt from federal income tax under Section 501(c)(3) of the Code;

(e) any event that results in, or would reasonably be expected to result in, loss of one or more material licenses, accreditations, permits, or approvals that are necessary to operate consistent with historic practices; or

(f) any event whereby any of the Parties, as applicable: (i) is in receivership or dissolution; (ii) has made any assignment for the benefit of creditors; (iii) has admitted in writing its inability to pay its debts as they mature; (iv) has been adjudicated bankrupt or (v) has filed a petition in voluntary bankruptcy;

provided, however, that any adverse result, occurrence, fact, change, event or effect to the extent resulting from (A) changes in applicable Law or, accounting rules (including generally accepted accounting principles) or changes affecting the United States economy or securities markets as a whole, or the industry in which the Parties operate (including changes attributable to a material worsening of current conditions in the United States caused by acts of terrorism or war (whether

or not declared) occurring after the date hereof), (B) any action expressly required or permitted by this Agreement or any action taken (or omitted to be taken), (C) any natural or man-made disaster or acts of God, or (D) any pandemic or other public health crisis, including the COVID-19 pandemic, shall not be taken into account in determining if a Material Adverse Event has occurred. For the avoidance of doubt, the Parties and the County agree that the terms "material," "materially" and "materiality" as used in this Agreement with an initial lower case "m" shall have their respective customary and ordinary meanings, without regard to the meaning ascribed to the term "Material Adverse Event."

"Mediation" shall have the meaning set forth in Section 3.6.2(e).

"Mediation Deadline" shall have the meaning set forth in Section 3.6.2(e).

"Mediator" means the mediator chosen to conduct the Mediation.

"MergeCo" shall have the meaning set forth in the Recitals.

"Merger" shall have the meaning set forth in the Recitals.

"Merger Certificate" shall have the meaning set forth in Section 9.2.1(c).

"Mission Agreement Dispute" shall have the meaning set forth in Section 3.6.1(a).

"Missional Covenants" shall mean those covenants set forth in Section 3.1.

"Negotiation" shall have the meaning set forth in Section 3.6.2(d).

"Negotiation Parties" shall have the meaning set forth in Section 3.6.2(d).

"Nonprofit Operator" shall have the meaning set forth in the Recitals.

"Notice of Exercise of Remedies" shall have the meaning set forth in Section 3.6.2(d)(ii).

"Observed Covenant Breach Notice" shall have the meaning set forth in Section 3.6.2(a).

"Observer" means the Oversight Monitor during the Oversight Period and the County after the Oversight Period.

"Original Main Campus" means those parcels of real estate originally conveyed by the County to the Authority pursuant to the Private Act.

"Oversight Monitor" shall have the meaning set forth in Section 3.4.1.

"Oversight Monitor Board" shall have the meaning set forth in Section 3.4.3.

"Oversight Period" shall have the meaning set forth in Section 3.4.2.

"Party" and "Parties" shall have the meanings set forth in the Preamble.

"Permitted Encumbrance" means, with respect to a Party or its Affiliates: (a) encumbrances for Taxes not yet due and payable or being diligently contested in good faith and for which appropriate reserves have been established in accordance with generally accepted accounting principles; (b) liens for inchoate mechanics' and materialmen's liens for construction in progress and workmen's, repairmen's, warehousemen's and carriers' liens arising in the ordinary course of business; (c) easements, restrictive covenants, rights of way and other similar restrictions of record that do not impair in any material respect the value of the assets or the continued conduct of the business of such Party or any of its Affiliates or its continued use of its assets in the manner currently used; (d) zoning, building and other similar restrictions that do not impair in any material respect the value of the asset or the continued conduct of the business of such Party or any of its Affiliates or its continued use of its assets in the manner currently used; (e) encumbrances, encroachments and other imperfections of title, licenses or encumbrances, if any, that do not impair in any material respect the value of the asset or the continued conduct of the business of such Party or any of its Affiliates or its continued use of its assets in the manner currently used; (f) encumbrances arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; (g) in the case of property leased by such Party or any of its Affiliates from a third party, all matters, whether or not of record, affecting the title of the lessor (and any underlying lessor) of the leased property that do not impair in any material respect the value of its assets or the continued conduct of the business of such Party or any of its Affiliates or its continued use of its assets in the manner currently used; (h) in the case of property leased to a third party by any Party or any of its Affiliates, valid leasehold interests with respect to such property held by such third parties; (i) encumbrances arising under master trust indentures applicable to any Party or any of its Affiliates; and (j) liens associated with bond debt held by any Party or any of its Affiliates.

"Person" means any natural individual, corporation, partnership, limited liability company, joint venture, association, bank, trust company, trust or other entity, whether or not legal entities, or any governmental entity, agency or political subdivision.

"Plan" shall have the meaning set forth in Section 3.12.

"Plan of Merger" shall have the meaning set forth in Section 9.2.1(d).

"Post-Closing Assumed Litigation" shall have the meaning set forth in Section 2.7.

"Preparing Party" shall have the meaning set forth in Section 13.25.

"Primary Service Areas" means Hamilton County, Tennessee and all counties contiguous to Hamilton County, which shall include counties in Tennessee and Georgia.

"Private Act" shall have the meaning set forth in the Recitals.

"Proceeding" means any action, suit, litigation, hearing, arbitration, prosecution, contest, inquiry, inquest, audit, examination, investigation or other proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding) by or before any Governmental Authority or any arbitrator or arbitration panel.

"Reasonable Efforts" shall mean the efforts a similarly-situated nonprofit corporation, tax-exempt Safety Net Provider in Tennessee would use to comply with the obligation.

"Regional Referral Center" means one or more hospital facilities that support a high volume of transferred patients in the region with complex medical, surgical and trauma cases.

"Request for Approval" means a notice in writing inviting the approval or consent of the Attorney General. If no response has been received from the Attorney General's office within thirty (30) days of transmission, the consent or approval of the Attorney General shall be presumed given for purposes of this Agreement.

"Required Consents" shall have the meaning set forth in Section 8.1.

"Retained Assets" shall have the meaning set forth in Section 2.6.

"Retained Liabilities" shall have the meaning set forth in Section 2.6.

"Retained Schedule" shall have the meaning set forth in Section 13.25(a).

"Reversionary Interest and Reconveyance Waiver" shall have the meaning set forth in Section 2.4.

"Review Date" shall have the meaning set forth in Section 13.25(a).

"Reviewer" shall have the meaning set forth in Section 3.5.3(b).

"Reviewer Findings" shall have the meaning set forth in Section 3.5.3(c).

"Right of Reconveyance" shall have the meaning set forth in Section 3.6.4(a).

"Safety Net Provider" shall mean a hospital with an underlying mission to provide medical services to uninsured, underinsured or indigent residents of Hamilton County regardless of their ability to pay.

"Self-Insurance Trust" shall mean the Self-Insurance Trust of the Chattanooga Hamilton County Hospital Authority existing pursuant to the Restatement to the Chattanooga Hamilton County Hospital Authority Self-Insurance Trust Agreement dated as of May 5, 2000 and effective as of April 1, 2000 by and between the Authority and Bank of America, as Trustee, as the same has been amended, restated, supplemented or otherwise modified from time to time.

"Significant Reimbursement Change" means any change in law that, individually or cumulatively, materially adversely changes the manner or amount of reimbursement paid to providers of healthcare service of the type provided by the Health System in such a way that, based on reasonable projections prepared by EH would, once fully implemented, have reduced the net revenues of the Health System or any of its service lines, as the case may be, by more than twenty percent (20%) below the amount generated for the calendar year ending December 31, 2021.

"Significant Reimbursement Change Notice" shall have the meaning set forth in Section 3.9.2.

"Subsidiary" shall have the meaning set forth in Section 5.4.

"Supplemental Indenture" shall have the meaning set forth in Section 9.2.1(u).

"Taxes" means all federal, state, county, local, and other taxes of every kind.

"Teaching Hospital" means a hospital affiliated with a medical school for the purposes of educating and training health professionals.

"TEFRA" means the Tax Equity and Responsibility Act of 1982.

"Term Sheet" shall have the meaning set forth in Section 13.10.

"Title Company" shall have the meaning set forth in Section 8.6.

"Title Policy" shall have the meaning set forth in Section 8.6.

"Trademark/Trade Name Assignment Agreement" shall have the meaning set forth in Section 9.2.1(h).

"Transfer" shall have the meaning set forth in the Recitals.

"Transferred Property" shall have the meaning set forth in Section 2.5.

"Triggering Event" shall have the meaning set forth in Section 3.6.4(a).

[Reminder of page intentionally left blank.]

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties and the County, solely with respect to the oversight and dispute resolution provisions set forth in ARTICLE 3 and ARTICLE 11 herein, respectively, acting through their duly authorized representatives, have executed this Mission Agreement as of the Effective Date.

CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY

By: Sheila C. Boyington
Sheila C. Boyington
Chair of the Board of Trustees

ERLANGER HEALTH

By: _____
Jim Coleman, Jr.
President

HAMILTON COUNTY, TENNESSEE

By: _____
Jim Coppinger
Mayor

IN WITNESS WHEREOF, the Parties and the County, solely with respect to the oversight and dispute resolution provisions set forth in ARTICLE 3 and ARTICLE 11 herein, respectively, acting through their duly authorized representatives, have executed this Mission Agreement as of the Effective Date.

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Chair of the Board of Trustees

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By: _____
Jim Coleman, Jr.
President

HAMILTON COUNTY, TENNESSEE

By: _____
Jim Coppinger
Mayor

IN WITNESS WHEREOF, the Parties and the County, solely with respect to the oversight and dispute resolution provisions set forth in ARTICLE 3 and ARTICLE 11 herein, respectively, acting through their duly authorized representatives, have executed this Mission Agreement as of the Effective Date.

CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY

By: _____
Sheila C. Boyington
Chair of the Board of Trustees

ERLANGER HEALTH

By: _____
Jim Coleman, Jr.
President

HAMILTON COUNTY, TENNESSEE

By: Jim M. Coppinger
Jim Coppinger
Mayor

Exhibit A
Erlanger Entities

1. EN LLC, a Tennessee limited liability company
2. Cyberknife of Chattanooga, LLC, a Tennessee limited liability company
3. Erlanger Behavioral Health, LLC, a Tennessee limited liability company
4. ContinuCare HealthServices, Inc., a Tennessee corporation
5. LHCG CXXXIV, LLC, a Tennessee limited liability company
6. Erlanger Express Care (LLC), a Georgia limited liability company
7. Murphy Medical Center, Inc., a North Carolina nonprofit corporation
8. Plaza Surgery Center, GP, a Tennessee general partnership
9. ContinuumRx of East Tennessee, LLC, a Delaware limited liability company
10. Erlanger Health System Foundations, a Tennessee nonprofit corporation
11. Erlanger Baroness Auxiliary, a Tennessee nonprofit corporation
12. University of Tennessee College of Medicine

Exhibit B
Hospitals

Erlanger Hospital (Baroness Campus)
975 East Third Street
Chattanooga, TN 37403

Children's Hospital at Erlanger
910 Blackford Street
Chattanooga, TN 37403

Erlanger Bledsoe Hospital
71 Wheelertown Ave.
Pikeville, TN 37367

Erlanger East Hospital
1751 Gunbarrel Road
Chattanooga, TN 37421

Erlanger Western Carolina Hospital
3990 E. US Hwy. 64 Alt.
Murphy, NC 28906

Erlanger North Hospital
632 Morrison Springs Rd.
Chattanooga, TN 37415

Exhibit C

Free Standing Clinics

Emergency Room

1. Erlanger Sequatchie Valley ER

Erlanger Express Care

1. Erlanger East - Building C
2. Soddy Daisy
3. Lifestyle Center
4. Cleveland
5. Ringgold
6. Hayesville
7. Hixon
8. Ooltewah

Multi-Use Health and Wellness Centers

1. Erlanger at Volkswagen Drive Center

Community Health Centers

1. Southside
2. Dodson Avenue
3. Premier Health

Imaging Centers

1. Medical Mall - Outpatient Imaging Center
2. Erlanger Sequatchie Valley

Primary Care

1. Erlanger East Brainard Internal Medicine
2. Erlanger North Family Medicine
3. Erlanger Sports Medicine
4. Erlanger Health and Wellness of Signal Mountain
5. Erlanger Primary Care - Andrews
6. Erlanger Primary Care - North Cleveland
7. Erlanger Primary Care - Dalton
8. Erlanger Primary Care - Hayesville
9. Erlanger Primary Care - Hixson
10. Erlanger Primary Care - Lookout Mtn
11. Erlanger Primary Care - Marion County
12. Erlanger Primary Care - NorthShore
13. Erlanger Primary Care - Peachtree
14. Erlanger Primary Care - Ringgold
15. Erlanger Primary Care - Sequatchie Valley
16. Erlanger Primary Care - Soddy Daisy
17. Erlanger Primary Care - Volkswagen Drive
18. Erlanger Primary Care - Murphy

19. University Medical Associates
20. UT Family Practice

Exhibit D

Other Medical and Supporting Services

13. Home Health (ContinuCare)
14. LIFE FORCE
15. Childcare at VW Drive
16. eKids Learning Center
17. WorkForce Corporate Health

Exhibit E

Form of Reversionary Interest and Reconveyance Waiver

Attached.

After recording please return to:
Jeffrey A. Calk, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union St., Ste. 2700
Nashville, Tennessee 37219

WAIVER, RELEASE AND TERMINATION OF REVERSIONARY INTERESTS AND RECONVEYANCE RIGHT

THIS WAIVER, RELEASE AND TERMINATION OF REVERSIONARY INTERESTS AND RECONVEYANCE RIGHT (this "Waiver Agreement") is made effective as of the _____ day of _____, 202__ (the "Effective Date") by HAMILTON COUNTY, TENNESSEE (the "County").

RECITALS

WHEREAS, Chattanooga-Hamilton County Hospital Authority, a Tennessee non-profit, public benefit corporation (the "Authority"), Erlanger Health, a Tennessee non-profit public benefit corporation ("EH"), and, for the limited purposes set forth therein, the County are parties to that certain Mission Agreement, dated _____, 202___ (the "Mission Agreement"), pursuant to which the Authority is to transfer to EH fee simple title to the Authority's real property more particularly described in Exhibit A attached hereto (the "Transferred Property");

WHEREAS, pursuant to the terms of the Mission Agreement, the County agreed to irrevocably and unconditionally waive, release and terminate any reversionary interests and/or reconveyance rights or options the County may have with respect to the Transferred Property (the "County's Reversion and Reconveyance Rights"); and

WHEREAS, the purpose of this Waiver Agreement is to memorialize the County's waiver, release and termination of the County's Reversion and Reconveyance Rights and to record this Waiver Agreement in the Register's Office for Hamilton County, Tennessee (the "Register's Office").

TERMS

1. Waiver, Release and Termination of County's Reversion and Reconveyance Rights. As of the Effective Date, the County hereby irrevocably and unconditionally waives, releases and terminates the County's Reversion and Reconveyance Rights, which include, without limitation, the following reversionary interests and reconveyance rights or options:

(a) Reversionary interests held by the County pursuant to Section 2 of the private act, which created the Authority, passed by the General Assembly of the State of

Tennessee on March 11, 1976, and adopted by a majority of qualified voters of the County on August 5, 1976, as amended, and referred to as Chapter 297 of the Private Acts of 1976 (the "Private Act");

(b) Option to require reconveyance held by the County pursuant to Section 2 of the Private Act; and

(c) Reversionary interest held by the County on the property located at 1100 East Third Street, Chattanooga, Tennessee, and more particularly described in Exhibit B attached hereto, which reversionary interest is referenced in a prior deed to the University of Tennessee of record in Book 1924, page 651, in the Register's Office.

IN WITNESS WHEREOF, the County has executed this Waiver Agreement as of the date listed below.

THE COUNTY:

HAMILTON COUNTY, TENNESSEE

By: _____
Print Name:_____
Title:_____

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public for the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of HAMILTON COUNTY, TENNESSEE, the within named bargainor, and that he/she as such _____ executed the foregoing instrument for the purpose therein contained, by signing the name of the county by himself/herself as _____.

Witness my hand and seal, at office in _____, _____, this _____ day of _____, 202___.

_____
NOTARY PUBLIC

My Commission Expires: _____ [SEAL]

EXHIBIT A

Transferred Property[1]

Chattanooga, Hamilton County, Properties

A. Main Campus
975-979 East 3rd Street, Chattanooga, TN
(Includes 910, 1043 and 1147 Blackford Street)
Tax ID 146A J 001
and
1135 Lincoln Park Lane and 1115 Blackford Street
Tax ID 136O B 039
(Cmt. #1103817-01)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

TRACT ONE (1):

BEGINNING AT A CROSS AT THE INTERSECTION OF THE EAST LINE OF HAMPTON STREET AND THE NORTH LINE OF EAST THIRD STREET; THENCE NORTH 22 DEGREES 26 MINUTES EAST ALONG THE EAST LINE OF HAMPTON STREET, 589.13 FEET TO AN IRON PIN IN THE SOUTH RIGHT OF WAY OF SOUTHERN RAILWAY; THENCE NORTH 66 DEGREES 29 MINUTES EAST ALONG SAID RIGHT-OF-WAY, 80.55 FEET TO AN IRON PIN IN THE SOUTH LINE OF BLACKFORD STREET; THENCE SOUTH 67 DEGREES 30 MINUTES EAST ALONG THE SOUTHERN LINE OF BLACKFORD STREET, 392.33 FEET TO AN IRON PIN; THENCE CONTINUING ALONG THE SOUTH LINE OF BLACKFORD STREET, 68 DEGREES 24 MINUTES 39 SECONDS EAST, 703.43 FEET TO THE WEST LINE OF CENTRAL AVENUE; THENCE SOUTH 21 DEGREES 58 MINUTES WEST ALONG THE WEST LINE OF CENTRAL AVENUE, 658.29 FEET TO THE NORTH LINE OF EAST THIRD STREET; THENCE NORTH 67 DEGREES 30 MINUTES WEST ALONG THE NORTH LINE OF EAST THIRD STREET, 1,156.46 FEET TO THE POINT OF BEGINNING. EXCEPT THEREFROM THE PROPERTY USED FOR ROADWAY CONNECTING BLACKFORD STREET AND HAMPTON STREET. TOGETHER WITH RIGHTS TO A TUNNEL BENEATH EAST THIRD STREET CREATED BY ORDINANCE NO. 5564 AND ORDINANCE NO. 5894.

[1] Note: The Transferred Property consists of all real property to be conveyed by the Authority to EH by Special Warranty Deed. All Transferred Property is in Hamilton County, TN. The real estate associated with Murphy Medical Center is owned by Murphy Medical Center, Inc. and will not be conveyed deed (but will be transferred by operation of law) and is not listed in this exhibit.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEEDS FROM FRANCES P. HOWARD, UNMARRIED, WIDOW OF T. L. HOWARD, DECEASED, OF RECORD IN BOOK 2443, PAGE 823; FROM SIDNEY RUDOLPH AND WIFE, NANCY R. RUDOLPH, OF RECORD IN BOOK 2443, PAGE 831; FROM MILTON S. EDELSTEIN (BEING ONE AND THE SAME AS MILTON EDELSTEIN) AND WIFE, CLARICE EDELSTEIN, ACTING TO CONVEY AN UNDIVIDED ONE-THIRD (1/3) INTEREST; GENEVIEVE EDELSTEIN GOLDBLATT (FORMERLY GENEVIEVE EDELSTEIN) AND HUSBAND, SAMUEL GOLDBLATT, ACTING TO CONVEY AN UNDIVIDED ONE-THIRD (1/3) INTEREST; AND MILTON S. EDELSTEIN AND SAMUEL GOLDBLATT, AS COEXECUTORS AND CO-TRUSTEES UNDER THE WILL OF ROSLYN P. EDELSTEIN, LATE OF HAMILTON COUNTY, TENNESSEE, DECEASED, EXERCISING THE POWER AND AUTHORITY VESTED IN US, JOINED BY DEBRA HELEN GOLDBLATT, UNMARRIED, BENEFICIARY UNDER SAID TRUST, AND JAY STANLEY GOLDBLATT, UNMARRIED, AND SHELTON E. GOLDBLATT, UNMARRIED, DEVISEES UNDER THE WILL OF ROSLYN P. EDELSTEIN, CONVEYING AN UNDIVIDED ONE-THIRD (1/3) INTEREST, OF RECORD IN BOOK 2457, PAGE 73; FROM PAUL DUBROW, WIDOWER OF FANNY DUBROW, DECEASED, COVENANTING THAT WE WERE HUSBAND AND WIFE AT THE TIME WE ACQUIRED TITLE TO THE HEREINAFTER DESCRIBED REAL ESTATE, AND THAT WE REMAINED CONTINUOUSLY HUSBAND AND WIFE UNTIL THE DATE OF HER DEATH, OF RECORD IN BOOK 2485, PAGE 953; FROM THE CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION AND HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 2606, PAGE 834; AND FROM THE CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION AND HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 5729, PAGE 702, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT TWO (2):

BEGINNING AT AN IRON PIN AT THE INTERSECTION OF THE EAST LINE OF WIEHL STREET AND THE NORTH LINE OF BLACKFORD STREET; THENCE NORTH 21 DEGREES 50 MINUTES, 55 SECONDS EAST, 183.97 FEET TO A SPIKE; THENCE NORTH 36 DEGREES 30 MINUTES 27 SECONDS EAST ALONG THE SOUTHEAST LINE OF WIEHL STREET, 280.96 FEET TO THE SOUTH LINE OF RIGHT-OF-WAY OF SOUTHERN RAILWAY; THENCE NORTH 66 DEGREES 23 MINUTES 48 SECONDS EAST, 87.7 FEET ALONG SAID RIGHT-OF-WAY TO AN IRON PIN; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 73 DEGREES 31 MINUTES 53 SECONDS EAST, 197.62 FEET TO AN IRON PIN; THENCE SOUTH 21 DEGREES 28 MINUTES 14 SECONDS WEST, 350 FEET TO AN IRON PIN; THENCE SOUTH 68 DEGREES 24 MINUTES 39 SECONDS EAST, 174.7 FEET TO AN IRON PIN; THENCE SOUTH 25 DEGREES 8 MINUTES 25 SECONDS WEST, 77 FEET TO AN IRON PIN; THENCE SOUTH 63 DEGREES 23 MINUTES 15 SECONDS EAST, 110.18 FEET TO AN IRON PIN; THENCE SOUTH 21 DEGREES 28 MINUTES 39 SECONDS WEST, 203 FEET TO AN IRON PIN IN THE NORTH LINE OF BLACKFORD STREET; THENCE NORTH 68

DEGREES 24 MINUTES 39 SECONDS WEST, ALONG THE NORTH LINE OF BLACKFORD STREET, 571.41 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEEDS FROM HOWELL N. PEOPLES, CLERK AND MASTER, OF RECORD IN BOOK 2429, PAGE 832; FROM PERCY HILL AND WIFE, CARRIE HILL, OF RECORD IN BOOK 2430, PAGE 332; FROM HENDERSON GATES AND WIFE, JEWELL GATES, OF RECORD IN BOOK 2430, PAGE 334; FROM JEAN HOUSE, A WIDOW; LOUISE GATES; PAMELLA UPSHAW, UNMARRIED; ANDRA UPSHAW, UNMARRIED; AND HOWELL N. PEOPLES, AS THE HAMILTON COUNTY, TENNESSEE, CLERK AND MASTER, ACTING ON BEHALF OF TERRY UPSHAW, AN UNMARRIED MINOR, AND ACTING PURSUANT TO THE AUTHORITY VESTED IN ME IN THE FINAL DECREE ISSUED BY THE CHANCERY COURT OF HAMILTON COUNTY, TENNESSEE, PART TWO (2), CAUSE NO. 52244; FROM BOOK 2447, PAGE 867; FROM THE CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION AND HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 2606, PAGE 834; AND FROM THE CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION AND HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 5729, PAGE 702, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT THREE (3):

BEGINNING AT A SPIKE AT THE INTERSECTION OF THE NORTH LINE OF BLACKFORD STREET AND THE WEST LINE OF WIEHL STREET; THENCE NORTH 67 DEGREES 30 MINUTES WEST ALONG THE NORTH LINE OF BLACKFORD STREET, 311.73 FEET TO AN IRON PIN IN THE SOUTHEAST RIGHT-OF-WAY OF THE SOUTHERN RAILWAY; THENCE NORTH 67 DEGREES 05 MINUTES 16 SECONDS EAST ALONG SAID RIGHT-OF-WAY, 467.62 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 62 DEGREES 59 MINUTES 05 SECONDS EAST, 38.5 FEET TO THE WEST LINE OF WIEHL STREET; THENCE SOUTH 36 DEGREES 30 MINUTES 27 SECONDS WEST ALONG THE WEST LINE OF WIEHL STREET, 180.40 FEET TO A SPIKE; THENCE CONTINUING ALONG THE WEST LINE OF WIEHL STREET, SOUTH 21 DEGREES 50 MINUTES 55 SECONDS WEST, 187.29 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEEDS FROM THE CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION AND HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 2606, PAGE 834; AND FROM THE CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION AND HAMILTON COUNTY, A

CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 5729, PAGE 702, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT FOUR (4):

A PART OF TRACT OF LAND KNOWN AS LINCOLN PARK AT THE NORTH END OF CENTRAL AVENUE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE EAST LINE OF TRACT 5 CONVEYED TO CHATTANOOGA HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED OF RECORD IN BOOK 2606, PAGE 834, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, SAID IRON PIN BEING NORTH 21 DEGREES 28 MINUTES 39 SECONDS EAST 172.37 FEET FROM AN IRON PIN IN THE NORTH LINE OF BLACKFORD STREET, MARKING THE SOUTHEAST COMER OF SAID TRACT 5, THENCE NORTH 21 DEGREES 28 MINUTES 39 SECONDS EAST, ALONG THE EAST LINE OF THE HOSPITAL AUTHORITY 30.63 FEET TO AN IRON PIN; THENCE NORTH 63 DEGREES 23 MINUTES 15 SECONDS WEST ALONG A NORTH LINE OF THE HOSPITAL AUTHORITY PROPERTY, 110.18 FEET TO AN IRON PIN; THENCE NORTH 25 DEGREES 8 MINUTES 25 SECONDS EAST ALONG AN EAST LINE OF THE HOSPITAL AUTHORITY PROPERTY 77 FEET TO AN IRON PIN; THENCE NORTH 68 DEGREES 24 MINUTES 39 SECONDS WEST ALONG A NORTH LINE OF THE HOSPITAL AUTHORITY PROPERTY 174.7 FEET TO AN IRON PIN; THENCE NORTH 21 DEGREES 28 MINUTES 14 SECONDS EAST, ALONG AN, EAST LINE OF THE HOSPITAL AUTHORITY PROPERTY 350 FEET TO AN IRON PIN IN THE SOUTHERN LINE OF THE PROPERTY OF SOUTHERN RAILWAY: THENCE ALONG SAID SOUTHERN LINE NORTH 73 DEGREES 31 MINUTES 53 SECONDS EAST, 86.09 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID RAILROAD PROPERTY SOUTH 68 DEGREES 24 MINUTES 39 SECONDS EAST, 232.11 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID RAILROAD PROPERTY NORTH 21 DEGREES 28 MINUTES 14 SECONDS EAST, 106.8 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID RAILROAD PROPERTY NORTH 85 DEGREES 12 MINUTES 35 SECONDS EAST, 327 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID RAILROAD PROPERTY NORTH 21 DEGREES 38 MINUTES 7 SECONDS EAST, 45 FEET TO AN IRON PIN; THENCE CONTINUING ALONG THE SAID RAILROAD PROPERLY SOUTH 68 DEGREES 16 MINUTES 41 SECONDS EAST, 288 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST COMER OF LOT 15, CHANDLER ADDITION, THENCE SOUTH 21 DEGREES 38 MINUTES 7 SECONDS WEST, ALONG THE WEST LINE OF CHANDLER ADDITION 602.29 FEET TO THE NORTH LINE OF CLEVELAND AVENUE; THENCE NORTH 69 DEGREES 16 MINUTES 7 SECONDS WEST ALONG THE NORTH LINE OF CLEVELAND AVENUE 48.92 FEET TO AN IRON PIN; HENCE SOUTH 69 DEGREES 3 MINUTES 53 SECONDS WEST ALONG THE NORTHWEST LINE OF CLEVELAND AVENUE, 523.58 FEET TO AN IRON PIN IN THE NORTHWEST LINE OF BLACKFORD STREET; THENCE NORTH 24 DEGREES 50 MINUTES 27 SECONDS EAST 122.81 FEET TO AN IRON PIN; THENCE NORTH 62 DEGREES 19 MINUTES 23 SECONDS WEST 173.16 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM THE CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION AND HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 2783, PAGE 16, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT FIVE (5):

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF TRACT TWO OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 2606, PAGE 834, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE; THEN GO IN A NORTHEASTWARDLY DIRECTION ALONG THE COMMON PROPERTY LINE BETWEEN THE PROPERTIES OF GRANTOR AND GRANTEE, THE FOLLOWING COURSES: NORTH 66 DEGREES 23 MINUTES 48 SECONDS EAST A DISTANCE OF 87.7 FEET; AND NORTH 73 DEGREES 31 MINUTES 53 SECONDS EAST A DISTANCE OF 283.71 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL OF LAND; THENCE, NORTH 68 DEGREES 24 MINUTES 38 SECONDS WEST A DISTANCE OF 6.72 FEET TO A POINT BEING 20.00 FEET SOUTHWARDLY OF, AS MEASURED NORMAL FROM, THE CENTERLINE OF GRANTOR'S SOUTHERNMOST TRACT; THENCE, IN A NORTHEASTWARDLY DIRECTION, AT ALL POINTS BEING 20.00 FEET SOUTHWARDLY OF, AS MEASURED NORMAL FROM, SAID CENTERLINE OF TRACT, THE FOLLOWING COURSES: NORTH 70 DEGREES 06 MINUTES 14 SECONDS EAST A DISTANCE OF 154.52 FEET TO A POINT; ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 958.5 FEET, SUBTENDED BY A CHORD OF NORTH 84 DEGREES 14 MINUTES 25 SECONDS EAST, 468.1907 FEET, TO A POINT; THENCE SOUTH 21 DEGREES 38 MINUTES 07 SECONDS WEST A DISTANCE OF 20.36 FEET TO A POINT ON AFORESAID COMMON PROPERTY LINE BETWEEN GRANTOR AND GRANTEE; THENCE, ALONG SAID COMMON PROPERTY LINE, THE FOLLOWING COURSES: SOUTH 21 DEGREES 38 MINUTES 07 SECONDS WEST A DISTANCE OF 45.00 FEET TO A POINT; SOUTH 85 DEGREES 12 MINUTES 35 SECONDS WEST A DISTANCE OF 327.0 FEET TO A POINT; SOUTH 21 DEGREES 28 MINUTES 14 SECONDS WEST A DISTANCE OF 106.8 FEET TO A POINT; AND NORTH 68 DEGREES 24 MINUTES 37.6 SECONDS WEST A DISTANCE OF 232.1125 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL ENTITY AND A PUBLIC NON-PROFIT CORPORATION, BY DEED FROM NORFOLK SOUTHERN RAILWAY COMPANY, A VIRGINIA CORPORATION, OF RECORD IN BOOK 4552, PAGE 475, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT SIX (6):

THAT PORTION OF WIEHL STREET AND BLACKFORD STREET ABANDONED BY CITY OF CHATTANOOGA, TENNESSEE ORDINANCE 9543.

EXCLUDING FROM ANY OF THE HEREINABOVE DESCRIBED LAND ANY PORTION THEREOF LOCATED WITHIN BLACKFORD STREET AS NOW LOCATED.

BEING PART OF THE SAME PROPERTY CONVEYED IN ORDINANCE NO. 9543, NOT OF RECORD IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

B. <u>Whitehall Medical Building</u>
960 East 3rd Street, Chattanooga, TN
Tax ID 146A H 007
(Cmt. #1103817-02)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

TRACT 1:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

TRACT NO. ONE (1): LOTS FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), AND FOURTEEN (14), BLOCK ONE (1), WIEHL AND PATTEN SUBDIVISION NO. TWO (2), AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, REGISTER'S OFFICE, HAMILTON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF EAST THIRD STREET, ONE HUNDRED NINETY (190) FEET EASTWARDLY FROM HAMPTON STREET; RUNNING THENCE EASTWARDLY ALONG EAST THIRD STREET, TWO HUNDRED TWENTY-FIVE (225) FEET TO THE SOUTHWESTERN INTERSECTION OF EAST THIRD STREET AND WIEHL STREET; THENCE SOUTHWESTWARDLY ALONG THE WESTERLY LINE OF WIEHL STREET, THREE HUNDRED SEVEN AND FIVETENTHS (307.5) FEET TO A POINT, BEING THE NORTHWEST INTERSECTION OF FOURTH STREET AND WIEHL STREET; THENCE WESTWARDLY ALONG FOURTH STREET, TWO HUNDRED TWENTY-FIVE (225) FEET TO THE SOUTHEASTERN CORNER OF LOT FIFTEEN (15) IN SAID BLOCK; THENCE NORTHWARDLY ALONG THE LINE DIVIDING LOTS FOURTEEN (14) AND FIFTEEN (15) AND ALONG THE LINE DIVIDING LOTS FIVE (5) AND FOUR (4), THREE HUNDRED SEVEN AND FIVE-TENTHS (307.5) FEET TO THE POINT OF BEGINNING.

TRACT 2:

EASEMENTS AND RIGHTS BENEFITING TRACT 1 CONTAINED IN ORDINANCE NO. 5564; AS AFFECTED BY ORDINANCE NO. 5894, NOT OF RECORD IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 3:

EASEMENTS AND RIGHTS BENEFITING TRACT 1 CONTAINED IN ORDINANCE NO. 6373, NOT OF RECORD IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM WHITEHALL MEDICAL BUILDING LIMITED PARTNERSHIP, A TENNESSEE LIMITED PARTNERSHIP, ACTING BY AND THROUGH ITS GENERAL PARTNER, THE CHAMBERLAIN COMPANY, A TENNESSEE CORPORATION, ACTING TO CONVEY TRACT NO. ONE (1) AND STATE-WIDE ENTERPRISES, INC., A TENNESSEE CORPORATION, ACTING TO CONVEY TRACT NO. TWO (2) , OF RECORD IN BOOK 2451, PAGE 12, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

C. <u>Erlanger North</u>
632 Morrison Springs Road, Chattanooga, TN
Tax ID 108L D 004
(Cmt. #1103817-07)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING LOT 2, FINAL PLAT OF ERLANGER NORTH SUBDIVISION, AS SHOWN ON PLAT BOOK 101, PAGE 143, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO HAMILTON COUNTY BOARD OF EDUCATION, BY DEED OF RECORD IN BOOK 10606, PAGE 607, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, STATE OF TENNESSEE, BY DEED FROM RED BANK HOSPITAL ASSOCIATION, INC., A TENNESSEE NON-PROFIT CORPORATION, OF RECORD IN BOOK 3677, PAGE 951; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, TENNESSEE, BY DEED FROM STATE OF TENNESSEE, ACTING BY THE COMMISSIONER OF FINANCE AND

ADMINISTRATION, WITH THE APPROVAL OF THE GOVERNOR, AND THE ATTORNEY GENERAL, IN BOOK 4175, PAGE 290; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM EDDIE HELTON, IN BOOK 6049, PAGE 193; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 838; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 841; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM STATE OF TENNESSEE, ACTING BY ITS COMMISSIONER OF TRANSPORTATION, IN BOOK 10165, PAGE 233, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

D. <u>Erlanger Community Health Center</u>
1200 Dodson Avenue, Chattanooga, TN
Tax ID 146D A 007
(Cmt. #1103817-10)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF DODSON AVENUE AND WILSON STREET AND RUNNING 170 FEET, MORE OR LESS, ALONG THE SOUTH SIDE OF WILSON STREET TO A POINT; THENCE SOUTHWARDLY 760 FEET, MORE OR LESS, AND PARALLEL TO DODSON AVENUE TO A POINT; THENCE WESTWARDLY AND PARALLEL TO WILSON STREET 170 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF DODSON AVENUE; THENCE NORTHWARDLY ALONG THE EAST LINE OF DODSON AVENUE 760 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY D/B/A ERLANGER HEALTH SYSTEM, FOR THE USE AND BENEFIT OF ALTON PARK/DODSON AVENUE COMMUNITY HEALTH CENTER, BY DEED FROM CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION, OF RECORD IN BOOK 5489, PAGE 158, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

E. <u>UT Family Practice</u>
1100 East Third Street, Chattanooga, TN
Tax ID 146A M 012
(Cmt. #1103817-12)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING A PORTION OF LOT ONE ON THE CORRECTIVE PLAT OF CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY SUBDIVISION RECORDED IN PLAT BOOK 54, PAGE 167, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEEDS FROM DON J. RUSSELL, TRUSTEE FOR P.S.A. ASSOCIATES, A TENNESSEE GENERAL PARTNERSHIP COMPOSED OF JAMES W. DAVIS; DON J. RUSSELL; JOHN R. REYNOLDS; CAULEY W. HAYES; AND PHILLIP CRAFT, AS ITS SOLE PARTNERS, OF RECORD IN BOOK 2900, PAGE 136; FROM W.B. WILLINGHAM, JR. AND KEN LANCASTER, AS TRUSTEES AND INDIVIDUALLY, BEING TENANTS IN COMMON AND THE SOLE BENEFICIARIES OF THE TRUST IN BOOK 3827, PAGE 844; FROM GWENDOLYN COX COLEMAN, UNMARRIED AND GERTRUDE COX TRAMMELL IN BOOK 4571, PAGE 289; FROM ROBERT POTTS THOMAS IN BOOK 4654, PAGE 44; FROM JESSIE K. HILL, UNMARRIED IN BOOK 4675, PAGE 789; FROM BRUNELLA PETERSON, UNMARRIED AND ALICE CLYDE HILL, UNMARRIED FORMERLY ALICE HOLMES, BY AND THROUGH MY ATTORNEY-IN-FACT, BRUNELLA PETERSON IN BOOK 4679, PAGE 570; FROM ALICE C. HILL, UNMARRIED, FORMERLY ALICE HOLMES, SOLE HEIR AT LAW OF ODESSA HOLMES WHO DIED INTESTATE ON OR ABOUT JULY 19, 1961 IN BOOK 4679, PAGE 572; FROM HAMILTON COUNTY, TENNESSEE, A POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE, AND CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE IN BOOK 4694, PAGE 977; AND FROM CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE IN BOOK 4701, PAGE 900, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

F. <u>Erlanger @ VW Dr Clinic</u>
7380 Volkswagen Drive, Chattanooga, TN
Tax ID 139-074.01L
(Cmt. #1103817-14)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

TRACT 1:

BEING A PORTION OF THE CITY OF CHATTANOOGA/HAMILTON COUNTY PROPERTY AS DESCRIBED AS TRACT 3, ENTERPRISE SOUTH INDUSTRIAL PARK, AS RECORDED IN BOOK 90, PAGE 126-134 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERN CORNER OF TRACT 10, ENTERPRISE SOUTH INDUSTRIAL PARK AS RECORDED IN BOOK 78, PAGES 187 AND 188, ON THE SOUTHERN RIGHT-OF-WAY OF ENTERPRISE SOUTH BOULEVARD; THENCE ALONG THE WESTERN LINE OF SAID TRACT 10, SOUTH 05 DEGREES 50 MINUTES 20 SECONDS EAST, A DISTANCE OF 693.83 FEET; THENCE ON A COURSE THROUGH SAID TRACT 3 THE FOLLOWING CALLS, SOUTH 74 DEGREES 39 MINUTES 03 SECONDS WEST A DISTANCE OF 670.05 FEET; THENCE NORTH 15 DEGREES 20 MINUTES 57 SECONDS WEST A DISTANCE OF 550.03 FEET; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF ENTERPRISE SOUTH BOULEVARD ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 799.65 FEET (SAID CURVE HAVING A RADIUS OF 2448.00 FEET) TO THE POINT OF BEGINNING, AND NOW SHOWN AS TRACT 21 ON PLAT ENTITLED MEGA SITE ONE ENTERPRISE SOUTH INDUSTRIAL PARK PREPARED BY DAVID MATHEWS SURVEYING RECORDED IN BOOK 93, PAGE 183, SAID REGISTER'S OFFICE.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, A PUBLIC CORPORATION CREATED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 9265, PAGE 499, AS CORRECTED IN BOOK 9277, PAGE 612, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY D/B/A ERLANGER HEALTH SYSTEM (AS TO IMPROVEMENTS ONLY), BY DEED FROM ERLANGER PHARMACIES, INC., A WHOLLY-OWNED SUBSIDIARY OF CONTINUCARE HEALTHSERVICES, OF RECORD IN BOOK 12654, PAGE 544, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

G. <u>Kennedy Outpatient Center (CHOC)</u>
900 East Third Street, Chattanooga, TN
Tax ID 146A H 001
(Cmt. #1103817-18)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN THE CITY OF CHATTANOOGA OF HAMILTON COUNTY, TENNESSEE:

BEGINNING AT AN IRON PIN AT THE INTERSECTION OF THE NORTH LINE OF EAST FOURTH STREET AND THE WEST LINE OF HAMPTON STREET; THENCE NORTH 68 DEGREES 00 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF EAST FOURTH STREET, THREE HUNDRED FIFTY-TWO AND 90/100 (352.90) FEET TO AN IRON PIN IN THE EAST LINE OF PALMETTO STREET THENCE NORTH 21 DEGREES

37 MINUTES 28 SECONDS EAST ALONG THE EAST LINE OF PALMETTO STREET, THREE HUNDRED FIVE AND 72/100 (305.72) FEET TO AN IRON PIN IN THE SOUTH LINE OF EAST THIRD STREET; THENCE SOUTH 67 DEGREES 30 MINUTES EAST ALONG THE SOUTH LINE OF EAST THIRD STREET, THREE HUNDRED FIFTY-SEVEN AND 67/100 (357.67) FEET TO AN IRON PIN IN THE WEST LINE OF HAMPTON STREET; THENCE SOUTH 22 DEGREES 31 MINUTES 17 SECONDS WEST ALONG THE WEST LINE OF HAMPTON STREET THREE HUNDRED TWO AND 48/100 (302.48) FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN DEED BOOK 2606, PAGE 840; AS CORRECTED IN DEED BOOK 2649, PAGE 709, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

H. Vacant Parcels

1100, 1104 Lincoln Park, Chattanooga, TN

Tax ID 146B A 019 and 146B A 020

(Cmt. #1103817-19)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

TRACT 1:

ALL OF LOT NUMBER ONE (1) EXCEPT THE EAST THIRTY-FOUR (34) FEET THEREOF OF MILLER AND GRADY'S SUBDIVISION OF THE WILLIAM GILLESPIE TRACT, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 7, PAGE 20, OF THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE. ACCORDING TO SAID PLAT SAID PART OF LOT HEREIN CONVEYED FRONTS SEVENTY-SIX AND 15/100 (76.15) FEET, MORE OR LESS, ON THE SOUTH LINE OF CLEVELAND AVENUE AND ONE HUNDRED THIRTEEN AND 65/100 (113.65) FEET, MORE OR LESS, ON THE NORTH LINE OF AN UNNAMED STREET, SAID LOT BEING TRIANGULAR IN SHAPE.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM SIDNEY RUDOLPH AND WIFE, NANCY RUDOLPH, OF RECORD IN BOOK 2698, PAGE 619, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 2:

THE EAST THIRTY-FOUR (34) FEET OF LOT ONE (1), MILLER AND GRADY'S SUBDIVISION OF THE WILLIAM GILLESPIE TRACT, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 7, PAGE 20, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM W.M. SMITH, UNMARRIED; WILLIAM M. SMITH, JR.; HERMAN GEORGE CARSON, UNMARRIED; SARAH LEE PHILLIPS; AND THEODORE N. CARSON, UNMARRIED, OF RECORD IN BOOK 2954, PAGE 709, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

I. <u>Erlanger North Sleep Disorders Clinic</u>
3619 Tom Weathers Drive, Chattanooga, TN
Tax ID 108L D 004.01
(Cmt. #1103817-22)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING LOT 4, FINAL PLAT OF ERLANGER NORTH SUBDIVISION, AS SHOWN ON PLAT BOOK 101, PAGE 143, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO HAMILTON COUNTY BOARD OF EDUCATION, BY DEED OF RECORD IN BOOK 10606, PAGE 607, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, STATE OF TENNESSEE, BY DEED FROM RED BANK HOSPITAL ASSOCIATION, INC., A TENNESSEE NON-PROFIT CORPORATION, OF RECORD IN BOOK 3677, PAGE 951; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, TENNESSEE, BY DEED FROM STATE OF TENNESSEE, ACTING BY THE COMMISSIONER OF FINANCE AND ADMINISTRATION, WITH THE APPROVAL OF THE GOVERNOR, AND THE ATTORNEY GENERAL, IN BOOK 4175, PAGE 290; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM EDDIE HELTON, IN BOOK 6049, PAGE 193; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 838; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 841; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM STATE OF TENNESSEE, ACTING BY ITS COMMISSIONER OF

TRANSPORTATION, IN BOOK 10165, PAGE 233, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

J. <u>Vacant Parcel</u>
3607 Tom Weathers Drive, Chattanooga, TN
Tax ID 108L D 004.02
(Cmt. #1103817-23)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING LOT 3, FINAL PLAT OF ERLANGER NORTH SUBDIVISION, AS SHOWN ON PLAT BOOK 101, PAGE 143, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO HAMILTON COUNTY BOARD OF EDUCATION, BY DEED OF RECORD IN BOOK 10606, PAGE 607, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, STATE OF TENNESSEE, BY DEED FROM RED BANK HOSPITAL ASSOCIATION, INC., A TENNESSEE NON-PROFIT CORPORATION, OF RECORD IN BOOK 3677, PAGE 951; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, TENNESSEE, BY DEED FROM STATE OF TENNESSEE, ACTING BY THE COMMISSIONER OF FINANCE AND ADMINISTRATION, WITH THE APPROVAL OF THE GOVERNOR, AND THE ATTORNEY GENERAL, IN BOOK 4175, PAGE 290; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM EDDIE HELTON, IN BOOK 6049, PAGE 193; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 838; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 841; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM STATE OF TENNESSEE, ACTING BY ITS COMMISSIONER OF TRANSPORTATION, IN BOOK 10165, PAGE 233, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

K. <u>Vacant Parcel</u>
546 Morrison Springs Road, Chattanooga, TN
Tax ID 108L D 009
(Cmt. #1103817-24)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING LOT 7, FINAL PLAT OF ERLANGER NORTH SUBDIVISION, AS SHOWN ON PLAT BOOK 101, PAGE 143, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO HAMILTON COUNTY BOARD OF EDUCATION, BY DEED OF RECORD IN BOOK 10606, PAGE 607, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, STATE OF TENNESSEE, BY DEED FROM RED BANK HOSPITAL ASSOCIATION, INC., A TENNESSEE NON-PROFIT CORPORATION, OF RECORD IN BOOK 3677, PAGE 951; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, TENNESSEE, BY DEED FROM STATE OF TENNESSEE, ACTING BY THE COMMISSIONER OF FINANCE AND ADMINISTRATION, WITH THE APPROVAL OF THE GOVERNOR, AND THE ATTORNEY GENERAL, IN BOOK 4175, PAGE 290; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM EDDIE HELTON, IN BOOK 6049, PAGE 193; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 838; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 841; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM STATE OF TENNESSEE, ACTING BY ITS COMMISSIONER OF TRANSPORTATION, IN BOOK 10165, PAGE 233, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

L. <u>Vacant Parcel</u>
510 Morrison Springs Road, Chattanooga, TN
Tax ID 108L D 009.01
(Cmt. #1103817-25)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING LOT 8, FINAL PLAT OF ERLANGER NORTH SUBDIVISION, AS SHOWN ON PLAT BOOK 101, PAGE 143, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO HAMILTON COUNTY BOARD OF EDUCATION, BY DEED OF RECORD IN BOOK 10606, PAGE 607, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, STATE OF TENNESSEE, BY DEED FROM RED BANK HOSPITAL ASSOCIATION, INC., A TENNESSEE NON-PROFIT CORPORATION, OF RECORD IN BOOK 3677, PAGE 951; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, TENNESSEE, BY DEED FROM STATE OF TENNESSEE, ACTING BY THE COMMISSIONER OF FINANCE AND ADMINISTRATION, WITH THE APPROVAL OF THE GOVERNOR, AND THE ATTORNEY GENERAL, IN BOOK 4175, PAGE 290; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM EDDIE HELTON, IN BOOK 6049, PAGE 193; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 838; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 841; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM STATE OF TENNESSEE, ACTING BY ITS COMMISSIONER OF TRANSPORTATION, IN BOOK 10165, PAGE 233, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

M. <u>Parking Lot</u>
East 4th Street, Chattanooga, TN
Tax IDs 146A G 011, 146A G 012, 146A G 014, 146A G 017, 146A G 018
(Cmt. #1103817-26)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

TRACT 1:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

LOT NUMBER TWENTY-ONE (21), PART OF LOT NUMBER TWENTY-TWO (22), BLOCK NUMBER TWO (2), WIEHL AND PATTEN'S SUBDIVISION NUMBER TWO (2), AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST INTERSECTION OF FORREST AVENUE AND HAMPTON STREET, ALSO BEING THE NORTHWEST CORNER OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTHWARDLY ALONG THE EASTERN LINE OF HAMPTON STREET, ONE HUNDRED TWENTY-EIGHT (128) FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE LOT THIRTY-SEVEN (37), OF SAID BLOCK; THENCE EASTWARDLY A DISTANCE OF ONE HUNDRED SEVEN AND ONE-HALF (107-1/2) FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LOT TWENTY-THREE (23) OF SAID BLOCK; THENCE NORTHWARDLY ALONG THE LINE DIVIDING LOTS TWENTY-TWO (22) AND TWENTY-THREE (23), A DISTANCE OF ONE HUNDRED TWENTY-EIGHT (128) FEET TO A POINT IN THE SOUTHERN LINE OF EAST 4TH STREET, FORMERLY FORREST AVENUE; THENCE WESTWARDLY ALONG THE SOUTHERN LINE OF EAST 4TH STREET, A DISTANCE OF TWENTY-EIGHT AND SEVENTY-FIVE HUNDREDTHS (28.75) FEET TO A POINT, SAID POINT BEING THE NORTHEASTERN CORNER OF THE PROPERTY HERETOFORE CONVEYED BY GEORGE WHITE TO GREEN BADGETT, RECORDED IN BOOK P, VOLUME 12, PAGE 697, IN SAID REGISTER'S OFFICE; THENCE SOUTHWARDLY ALONG THE EASTERN LINE OF SAID PROPERTY A DISTANCE OF SIXTY-FOUR (64) FEET TO A POINT; THENCE WESTWARDLY ALONG THE SOUTHERN LINE OF SAID BADGETT PROPERTY TWENTY-EIGHT AND SEVENTY-FIVE HUNDREDTHS (20.75) FEET TO A POINT IN THE EASTERN LINE OF LOT TWENTY -ONE (21) OF SAID BLOCK; THENCE NORTHWARDLY ALONG THE LINE DIVIDING LOTS TWENTY-ONE (21) AND TWENTY-TWO (22), A DISTANCE OF SIXTY-FOUR (64) FEET TO A POINT IN THE SOUTHERN LINE OF EAST 4TH STREET; THENCE WESTWARDLY ALONG THE SOUTHERN LINE OF EAST 4TH STREET, A DISTANCE OF FIFTY (50) FEET TO THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM MILLIGAN-REYNOLDS GUARANTY TITLE AGENCY, INC., A TENNESSEE CORPORATION, OF RECORD IN BOOK 2680, PAGE 308, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 2:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE, BEING THE NORTHWEST CORNER OF LOT 22, BLOCK 2, WEIHL & PATTEN'S ADDITION TO CHATTANOOGA, TENNESSEE; SAID LOT CONVEYED HEREBY FRONTS 28 3/4 FEET ON FORREST AVENUE, AND EXTENDS BACK SOUTHWARDLY OF UNIFORM WIDTH 64 FEET. THE SAID LOT IS ONE CUT OUT OF LOT 22, BLOCK 2, WEIHL & PATTEN'S ADDITION TO CHATTANOOGA, TENNESSEE, AND IS IN THE NORTHEAST CORNER OF SAID LOT.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM SOUTHERN REALTY COMPANY, INC., OF RECORD IN BOOK 2606, PAGE 35, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 3:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

THE EAST ONE-HALF (1/2) OF LOT TWENTY-THREE (23), BLOCK TWO (2), WIEHL & PATTENS ADDITION NO. 2 TO THE CITY OF CHATTANOOGA, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM BENTON F. SPANGLER, UNMARRIED, OF RECORD IN BOOK 3371, PAGE 614, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 4:

LOT NO. TWENTY-SIX (26), BLOCK TWO (2), WIEHL AND PATTEN SUBDIVISION NO. TWO (2), AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM STATE-WIDE ENTERPRISES, INC., A TENNESSEE CORPORATION, OF

RECORD IN BOOK 2451, PAGE 12, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 5:

LOT NO. TWENTY-SIX (27), BLOCK TWO (2), WIEHL AND PATTEN SUBDIVISION NO. TWO (2), AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM STATE-WIDE ENTERPRISES, INC., A TENNESSEE CORPORATION, OF RECORD IN BOOK 2451, PAGE 12, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

N. <u>Parking Lot</u>
944 East 4th Street, Chattanooga, TN
Tax ID 146A G 013
(Cmt. #1103817-27)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

THE WEST HALF OF LOT TWENTY-THREE (23), BLOCK TWO (2), WIEHL AND PATTEN'S ADDITION TO THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, OF THE REGISTER'S OFFICE OF SAID COUNTY.

SAID PART OF LOT MAKES ONE TRACT OF GROUND FRONTING TWENTY-EIGHT AND THREE-FOURTHS (28-3/4) FEET ON THE SOUTH LINE OF EAST FOURTH STREET (FORMERLY FOREST AVENUE) AND EXTENDING BACK SOUTHWARDLY, BETWEEN PARALLEL LINES, A DISTANCE OF ONE HUNDRED, TWENTY-EIGHT (128) FEET TO THE NORTH LINE OF LOTS THIRTY-FOUR (34) AND THIRTY-FIVE (35) IN SAID BLOCK.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM MILLIGAN-REYNOLDS GUARANTY TITLE AGENCY, INC., A TENNESSEE CORPORATION, TRUSTEE OF RECORD IN BOOK 2680, PAGE 308, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

O. <u>Parking Lot</u>
948 East 4th Street, Chattanooga, TN
Tax ID 146A G 015
(Cmt. #1103817-28)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

LOT TWENTY-FOUR (24), BLOCK TWO (2), WIEHL AND PATTEN'S ADDITION NO. TWO (2), AS SHOWN BY PLAT RECORDED IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

ACCORDING TO SAID PLAT, SAID LOT FRONTS FIFTY (50) FEET ON THE SOUTH LINE OF EAST FOURTH (4TH) STREET AND EXTENDS BACK SOUTHWARDLY, BETWEEN PARALLEL LINES, ONE HUNDRED THIRTY-EIGHT (138) FEET TO THE NORTH LINE OF LOT THIRTY (30).

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM R. GWYN BROCK, TRUSTEE AND WIFE, HARDIE BROCK, OF RECORD IN BOOK 2754, PAGE 865, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

P. <u>Parking Lot</u>
954 East 4th Street, Chattanooga, TN
Tax ID 146A G 016
(Cmt. #1103817-29)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE IN THE THIRD CIVIL DISTRICT, HAMILTON COUNTY, TENNESSEE:

LOT TWENTY-FIVE (25), BLOCK TWO (2), WIEHL AND PATTEN'S ADDITION, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

ACCORDING TO SAID PLAT, SAID LOT FRONTS FIFTY (50) FEET ON THE SOUTH LINE OF EAST 4TH STREET, AND EXTENDS BACK SOUTHWARDLY, BETWEEN PARALLEL LINES, ONE HUNDRED THIRTY-EIGHT (138) FEET TO THE NORTH LINE OF LOT THIRTY-TWO (32).

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM PHOENIX LAND TITLE COMPANY,

TRUSTEE, A TENNESSEE CORPORATION, OF RECORD IN BOOK 2754, PAGE 506, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

Q. <u>Parking Lot</u>
913 O'Neal Street, Chattanooga, TN
Tax ID 146A G 019
(Cmt. #1103817-30)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

LOT NO. TWENTY-EIGHT (28), BLOCK TWO (2),WIEHL AND PATTEN SUBDIVISION NO. TWO (2), AS SHOWN BY THE PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, REGISTER'S OFFICE, HAMILTON COUNTY, TENNESSEE.

ACCORDING TO SAID PLAT, SAID LOTS FORM ONE TRACT OF LAND FRONTING 150 FEET ON THE SOUTHERN LINE OF FOURTH AVENUE, AND EXTENDING BACK SOUTHWARDLY BETWEEN PARALLEL LINES ALONG THE WESTERN LINE OF WIEHL STREET, 130 FEET TO THE NORTH LINE OF LOT NO'S. 29, 30 AND 31 IN SAID BLOCK.

BEING PART OF THE SAME PROPERTY CONVEYED TO THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM STATE-WIDE ENTERPRISES, INC., A TENNESSEE CORPORATION, OF RECORD IN BOOK 2451, PAGE 12, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

R. <u>Parking Lot</u>
951 East 5th Street, Chattanooga, TN
Tax ID 146A G 023
(Cmt. #1103817-31)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE FIRST CIVIL DISTRICT OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS THIRTY-TWO (32), THIRTY-THREE (33), THIRTY-FOUR (34) AND THIRTY-FIVE (35), BLOCK TWO (2), WIEHL AND PATTEN SUBDIVISION, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

ACCORDING TO SAID PLAT, SAID LOTS TOGETHER FORM ONE TRACT FRONTING 182.5 FEET ON THE NORTHERN LINE OF EAST FIFTH STREET AND EXTENDING NORTHWARDLY, BETWEEN PARALLEL LINES, TO THE SOUTHERN LINE OF LOTS 22, 23, 24 AND 25 OF SAID BLOCK; THE SAID LOTS 32 AND 33 BEING 129 FEET IN DEPTH, AND LOTS 34 AND BEING 139.5 FEET IN DEPTH.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM PAUL DUBROW, TRUSTEE, UNMARRIED, OF RECORD IN BOOK 3688, PAGE 789, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

PARCEL 2:

LOT THIRTY-SIX (36), BLOCK TWO (2), WIEHL AND PATTON'S ADDITION TO CHATTANOOGA, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE. ACCORDING TO SAID PLAT, SAID LOT FRONTS 41-1/2 FEET, MORE OR LESS, ON THE NORTH SIDE OF EAST 5TH STREET, AND EXTENDS NORTHWARDLY, BETWEEN PARALLEL LINES, A DISTANCE OF 139-1/2 FEET, MORE OR LESS.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM HYMAN KWELLER AND WIFE, KATIE KWELLER, OF RECORD IN BOOK 3688, PAGE 791, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

PARCEL 3:

LOT NO. THIRTY-SEVEN (37), BLOCK NO. 2, OF WIEHL AND PATTEN’S ADDITION TO CHATTANOOGA, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE. ACCORDING TO SAID PLAT SAID LOT FRONTS 41-1/2 FEET ON THE NORTHERN LINE OF EAST FIFTH STREET AND EXTENDING BACK NORTHWARDLY OF UNIFORM WIDTH, ALONG THE EASTERN LINE OF HAMPTON STREET 139-1/2 FEET.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM DORTHULA MILNER, UNMARRIED SURVIVING WIDOW AND SOLE HEIR AT LAW OF LEROY MILNER, DECEASED, OF RECORD IN BOOK 3711, PAGE 549, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

PARCEL 4:

BEGINNING AT A POINT WHERE THE WESTERN BOUNDARY BETWEEN LOTS FIVE (5) AND SIX (6), CITY WATER COMPANY ADDITION (HEREIN “THE HOPPER PROPERTY"), REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, AS SHOWN OF RECORD IN PLAT BOOK 2, PAGE 49, INTERSECTS WITH THE GENERALLY SOUTH BOUNDARY OF EAST FIFTH STREET, AND BEING MORE PARTICULARLY THE NORTHWEST CORNER OF THE PROPERTY HERETOFORE CONVEYED TO ROBERT HOPPER BY MILLIGAN-REYNOLDS GUARANTY TITLE AGENCY, INC., RECORDED IN BOOK 2850, PAGE 255, REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTHERN BOUNDARY OF EAST FIFTH STREET ADJACENT TO THE HOPPER PROPERTY, A DISTANCE OF 75 FEET, THENCE NORTH 23 DEGREES 9 MINUTES 47 SECONDS EAST, A DISTANCE OF 21 FEET, MORE OR LESS, TO THE CENTER OF THAT PROPERTY THAT HERETOFORE WAS DESIGNATED EAST FIFTH STREET AN ABANDONED BY THE CITY OF CHATTANOOGA BY ORDINANCE NO. 9460, THENCE NORTH 66 DEGREES 20 MINUTES 26 SECONDS WEST ALONG THE CENTER LINE OF THE PROPERTY HERETOFORE KNOWN AS EAST FIFTH STREET, CLOSED AND ABANDONED TO GRANTORS BY ORDINANCE NO. 9460 OF THE CITY OF CHATTANOOGA, TENNESSEE, A DISTANCE OF 75 FEET, THENCE, RUNNING IN A GENERALLY SOUTHERN DIRECTION A DISTANCE OF 21 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE AFORESAID DESCRIBED LAND IS MORE PARTICULARLY SHOWN IN CORRECTIVE PLAT OF WIEHL AND PATTEN NO. 2, RESUBDIVISION OF LOTS 32-37, BLOCK 2, LOCATED IN THE FIRST CIVIL DISTRICT, CHATTANOOGA, HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM ROBERT HOPPER AND WIFE MARY S. HOOPER, OF RECORD IN BOOK 3806, PAGE 79, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

PARCEL 5:

THAT THERE BE AND IS HEREBY CLOSED AND ABANDONED HAMPTON STREET LOCATED NORTHEAST FROM EAST 5TH STREET LOCATED SOUTHEAST FROM HAMPTON STREET, MORE PARTICULARLY DESCRIBED HEREIN, AND AS SHOWN ON PLAT ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE:

EAST 5TH STREET, A 50 FOOT WIDE RIGHT-OF-WAY BEGINNING 225 FEET NORTHWEST OF NORTHWEST LINE OF WIEHL STREET, AND EXTENDING NORTHWEST SOME 210 FEET BETWEEN PARALLEL LINES TO THE NORTHWEST LINE OF HAMPTON STREET. SAID STREET SEPARATES LOTS 29-32 AND PART OF

33, BLOCK 2, WIEHL AND PATTEN'S ADDITION NO. 2, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, R.O.H.C., FROM LOTS 8-11 AND PART OF 7, CITY WATER COMPANY'S ADDITION ON FORD WOOD, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 49, R.O.H.C. HAMPTON STREET, BEGINNING ON THE NORTHEAST LINE OF EAST 5TH STREET 425 FEET NORTHWEST OF THE INTERSECTION OF THE NORTHEAST LINE OF EAST 5TH STREET WITH THE NORTHWEST LINE OF WIEHL STREET, THENCE NORTHWEST SOME 10 FEET WITH EAST 5TH STREET, THENCE NORTHEAST 164 FEET, THENCE NORTHWEST SOME 7 FEET, THENCE NORTHEAST 100 FEET TO THE SOUTHWEST LINE OF EAST 4TH STREET, THENCE SOUTHEAST SOME 17 FEET WITH EAST 4TH STREET, THENCE SOUTHWEST 264 FEET TO THE NORTHEAST LINE OF EAST 5TH STREET, THE POINT OF BEGINNING. SAID STREET SEPARATES LOTS 4 AND 13, BLOCK 1, TATE'S ADDITION TO THE CITY OF CHATTANOOGA, NOT RECORDED, FROM LOTS 21 AND 37, BLOCK 2, WIEHL AND PATTEN'S ADDITION NO. 2, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, R.O.H.C.

BEING PART OF THE SAME PROPERTY CONVEYED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, BY ORDINANCE NO. 9460 OF RECORD IN BOOK 3798, PAGE 190, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO THE STATE OF TENNESSEE, ON BEHALF OF THE UNIVERSITY OF TENNESSEE, BY DEED OF RECORD IN BOOK 3914, PAGE 759, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

S. <u>Fillauer Building</u>
930 East 3rd Street, Chattanooga, TN
Tax ID 146A H 005
(Cmt. #1103817-32)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

LOTS NOS. ONE (1), TWO (2), THREE (3), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), AND TWENTY (20), IN BLOCK NO. ONE (1), OF WIEHL AND PATTEN'S ADDITION #2, AS SHOWN BY PLAT RECORDED IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM HAMILTON COUNTY, TENNESSEE, A

POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 2417, PAGE 267, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

T. <u>Parking Lot</u>
116 Central Avenue, Chattanooga, TN
Tax ID 146A K 020
(Cmt. #1103817-33)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING LOT NO. 2 OF REVISED PLAT ERLANGER AT CENTRAL AVENUE, OF RECORD IN PLAT BOOK 81, PAGE 14, AS REVISED IN PLAT BOOK 81, PAGE 97, REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE DETAILED DESCRIPTION.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEEDS FROM RETROLENTAL ENTERPRISES, A TENNESSEE GENERAL PARTNERSHIP, OF RECORD IN BOOK 2813, PAGE 29; FROM H. J. EPSTEIN, JR., UNMARRIED, OF RECORD IN BOOK 2813, PAGE 31; FROM CHARLES M. BRYANT, JR. AND WIFE, JOYCE BRYANT, OF RECORD IN BOOK 2813, PAGE 33; FROM SAM JAFFE, TRUSTEE, OF RECORD IN BOOK 2813, PAGE 68; FROM DAISY L. BROWN, DECLARING THAT I AM THE SURVIVING WIDOW OF LESTER BROWN, DECEASED, OF RECORD IN BOOK 2819, PAGE 971; FROM FRED E. WHEAT, JR., OF RECORD IN BOOK 2821, PAGE 876; AND FROM MARJORIE R. MOORE, UNMARRIED, OF RECORD IN BOOK 2874, PAGE 717, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

U. <u>Ronald McDonald House</u>
200 Central Avenue, Chattanooga, TN
Tax ID 146A L 001
(Cmt. #1103817-34)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

TRACT 1:

LOT NINE (9), BLOCK ONE (1), CITICO CITY ADDITION, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 26, OF THE REGISTER’S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

SAID LOT FRONTS 35 FEET ON THE SOUTH LINE OF GARFIELD STREET AND EXTENDS BACK SOUTHWARDLY A DISTANCE OF 132 FEET.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM A TEN (10) FOOT STRIP OFF THE SOUTH END OF SAID LOT WHICH IS RESERVED AND DEDICATED FOR ALLEY PURPOSES.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM MARTIN A. GHIDEN AND WIFE, RITA E. GHIDEN, OF RECORD IN BOOK 2767, PAGE 337, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 2:

LOT TWENTY-TWO (22), BLOCK ONE (1), CITICO CITY ADDITION, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 26, IN THE REGISTER’S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED ANY PART WITHIN THE RIGHT OF WAY OF CENTRAL AVENUE (FORMERLY EAST END AVENUE).

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM LAWSON SPIRES WHITAKER, BEING ONE AND THE SAME AS L. SPIRES WHITAKER, AND WIFE FLOWERREE PATTEN WHITAKER, OF RECORD IN BOOK 2864, PAGE 522, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 3:

THE EAST NINETY (90) FEET OF LOTS NOS. TWENTY-THREE (23) AND TWENTY-FOUR (24), OF BLOCK ONE (1), CITICO CITY ADDITION TO CHATTANOOGA, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 26, IN THE REGISTER’S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

ACCORDING TO SAID PLAT, SAID PARTS OF LOTS FORM ONE TRACT, FRONTING 90 FEET ON THE NORTHERN LINE OF EAST 3RD STREET, FORMERLY HARRISON AVENUE, AND EXTENDING NORTHWARDLY, BETWEEN PARALLEL LINES, 90 FEET TO THE SOUTHERN LINE OF LOT NO. 22, IN SAID BLOCK.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM MILLIGAN-REYNOLDS GUARANTY TITLE AGENCY INC., A TENNESSEE CORPORATION, AS TRUSTEE, OF RECORD IN BOOK 2879, PAGE 199, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 4:

THE WEST 45 FEET OF LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24), BLOCK ONE (1), CITICO CITY, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 26, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

ACCORDING TO SAID PLAT, SAID PART OF LOTS FORM ONE TRACT OF GROUND FRONTING 90 FEET ON THE EAST LINE OF CENTRAL AVENUE, AND EXTENDING BACK EASTWARDLY, BETWEEN PARALLEL LINES, ALONG THE NORTH LINE OF EAST THIRD STREET 45 FEET.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM ARVIN H. REINGOLD, TRUSTEE, OF RECORD IN BOOK 2929, PAGE 360, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 5:

LOTS NINETEEN (19), TWENTY (20) AND TWENTY-ONE (21), BLOCK ONE (1), CITICO CITY, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 26, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM RICHARD S. LASKY AND WIFE, NENA LEIGH G. LASKY, OF RECORD IN BOOK 2943, PAGE 81, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.
TRACT 6:

BEING LOT NUMBER EIGHTEEN IN BLOCK NUMBER ONE (1), CITICO CITY, AS SHOWN BY PLAT NOW FOUND OF RECORD IN REGISTER'S PLAT BOOK 2, PAGE 26, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

SAID LOT FRONTS 35 FEET ON THE NORTH SIDE OF HARRISON AVENUE AND RUNS BACK NORTHWARDLY, OF UNIFORM WIDTH, A DISTANCE OF 132 FEET.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM JENNIE M. WINSETT, OF RECORD IN BOOK 2961, PAGE 288, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

V. <u>Vacant Parcel</u>
1116 Garfield Street, Chattanooga, TN
Tax ID 146A L 005
(Cmt. #1103817-35)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

TRACT 1:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:
LOTS NOS. FIVE (5) AND SIX (6), BLOCK ONE (1), CITICO CITY, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 26, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

ACCORDING TO SAID PLAT, SAID LOTS TOGETHER FORM ONE TRACT OF GROUND FRONTING 70 FEET ON THE SOUTHERN LINE OF GARFIELD AVENUE AND EXTENDING SOUTHWARDLY, BETWEEN PARALLEL LINES, TO THE NORTHERN LINE OF LOTS NOS. 14 AND 15 OF SAID BLOCK.

EXCEPT THEREFROM THE SOUTH 10 FEET OF SAID LOTS USED AS AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM RUTH L. WOOD, OF RECORD IN BOOK 2823, PAGE 612, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 2:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:
LOT FOUR (4), BLOCK ONE (1), CITICO CITY ADDITION TO THE CITY OF CHATTANOOGA, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 26, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

EXCEPTING THEREFROM THE SOUTH TEN (10) FEET DEDICATED FOR ALLEYWAY PURPOSES BY INSTRUMENT RECORDED IN BOOK F, VOLUME 10, PAGE 648, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO CHATTANOOGA NEIGHBORHOOD ENTERPRISES, INC., A TENNESSEE CORPORATION, BY DEED OF RECORD IN BOOK 3466, PAGE 55, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM MINERVA WARE ROSS, FORMERLY MINERVA WARE DONLEY, UNMARRIED, OF RECORD IN BOOK 2840, PAGE 476, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

W. <u>Vacant Parcel</u>
1116 East 3rd Street, Chattanooga, TN
Tax ID 146A M 003
(Cmt. #1103817-36)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING LOTS NUMBERS TEN (10) AND ELEVEN (11), BLOCK ONE (1), SUNRISE TERRACE, GRADY AND MCGHEE SUBDIVISION, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 7 PAGE 23, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM WALTER F. WILLIAMS, EXECUTOR UNDER THE ESTATE OF LUCINDA P. JONES AND UNDER THE ESTATE OF JOSEPHINE WEST PICKETT, ACTING PURSUANT TO THE LAST WILL AND TESTAMENT OF LUCINDA P. JONES, DECEASED, DATED JUNE 3, 1992, AND UNDER THE LAST WILL AND TESTAMENT OF JOSEPHINE WEST PICKETT, DECEASED, DATED MAY 2, 1989, AND EXERCISING THE POWER AND AUTHORITY VESTED IN HIM BY PROBATE CAUSE #P-8714 AND PROBATE CAUSE #P-8592, IN THE CHANCERY COURT OF HAMILTON COUNTY, TENNESSEE, OF RECORD IN BOOK 4798, PAGE 346, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

X. <u>Erlanger East</u>
1747 Gunbarrel Road, Chattanooga, TN
Tax IDs 158D G 027, 158D G 027.01 (imp), 158D G 027.02 (imp)
(Cmt. #1103817-37)

[NOTE: Chattanooga-Hamilton County Hospital Authority, a Governmental hospital authority, is owner of Land Only; Chatt East, LLC, an Alabama limited liability company, is owner of Improvements Only]

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

BEING LOT 2 OF FINAL PLAT OF THE ERLANGER EAST CAMPUS – LOTS 2 & 3, AS SHOWN ON PLAT RECORDED IN BOOK 70, PAGE 178, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, , TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENT HOSPITAL AUTHORITY, BY DEEDS FROM JAMES C. HUDSON, JR. AND WIFE, SHARON D. HUDSON, OF RECORD IN BOOK 3553, PAGE 712; AND FROM JERRY L. HAGAN AND WIFE, PEGGY F. HAGAN; AND JOHN A. SOPER, SINGLE, AS TENANTS IN COMMON, OF RECORD IN BOOK 3935, PAGE 257, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO MEMORIAL HOSPITAL DIVISION SISTERS OF CHARITY OF NAZARETH HEALTH SYSTEM, INC., A KENTUCKY NON-PROFIT CORPORATION, BY DEED FROM CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENT HOSPITAL AUTHORITY, AN UNDIVIDED ONE-HALF (1/2) INTEREST, OF RECORD IN BOOK 4455, PAGE 432, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO MEMORIAL HOSPITAL DIVISION NAZARETH HEALTH INC., A KENTUCKY NON-PROFIT CORPORATION, BY DEED FROM CHATTANOOGA HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, AN UNDIVIDED ONE-HALF (1/2) INTEREST, OF RECORD IN BOOK 5088, PAGE 461, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM MEMORIAL HEALTH CARE SYSTEM, INC., A KENTUCKY NON-PROFIT CORPORATION, SUCCESSOR BY NAME CHANGE TO NAZERETH HEALTH, INC., A KENTUCKY NON-PROFIT CORPORATION, AS IDENTIFIED IN THE PRIOR DEEDS AS MEMORIAL HOSPITAL DIVISION NAZARETH HEALTH, INC., AND MEMORIAL HOSPITAL DIVISION SISTERS OF CHARITY OF NAZARETH HEALTH SYSTEM, INC., OF RECORD IN BOOK 5640, PAGE 1, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

ALSO BEING A PART OF THE IMPROVEMENTS ONLY PROPERTY CONVEYED TO CHATT EAST, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, BY DEEDS FROM

CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE NON-PROFIT CORPORATION D/B/A ERLANGER HEALTH SYSTEM, OF RECORD IN BOOK 9695, PAGE 791; AND IN BOOK 9695, PAGE 796, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

Y. EMS Building
7233 Crane Road, Chattanooga, TN
Tax ID 158D G 027.04
(Cmt. #1103817-38)

[NOTE: Chattanooga-Hamilton County Hospital Authority, a Governmental hospital authority, is owner of Land Only; Chatt East, LLC, an Alabama limited liability company, is owner of Improvements Only]

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

BEING LOT 1 OF FINAL PLAT - ERLANGER EAST CAMPUS, AS SHOWN ON PLAT RECORDED IN BOOK 61, PAGE 247, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENT HOSPITAL AUTHORITY, BY DEEDS FROM JAMES C. HUDSON, JR. AND WIFE, SHARON D. HUDSON, OF RECORD IN BOOK 3553, PAGE 712; AND FROM JERRY L. HAGAN AND WIFE, PEGGY F. HAGAN; AND JOHN A. SOPER, SINGLE, AS TENANTS IN COMMON, OF RECORD IN BOOK 3935, PAGE 257, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO MEMORIAL HOSPITAL DIVISION SISTERS OF CHARITY OF NAZARETH HEALTH SYSTEM, INC., A KENTUCKY NON-PROFIT CORPORATION, BY DEED FROM CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENT HOSPITAL AUTHORITY, AN UNDIVIDED ONE-HALF (1/2) INTEREST, OF RECORD IN BOOK 4455, PAGE 432, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO MEMORIAL HOSPITAL DIVISION NAZARETH HEALTH INC., A KENTUCKY NON-PROFIT CORPORATION, BY DEED FROM CHATTANOOGA HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, AN UNDIVIDED ONE-HALF (1/2)

INTEREST, OF RECORD IN BOOK 5088, PAGE 461, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM MEMORIAL HEALTH CARE SYSTEM, INC., A KENTUCKY NON-PROFIT CORPORATION, SUCCESSOR BY NAME CHANGE TO NAZERETH HEALTH, INC., A KENTUCKY NON-PROFIT CORPORATION, AS IDENTIFIED IN THE PRIOR DEEDS AS MEMORIAL HOSPITAL DIVISION NAZARETH HEALTH, INC., AND MEMORIAL HOSPITAL DIVISION SISTERS OF CHARITY OF NAZARETH HEALTH SYSTEM, INC., OF RECORD IN BOOK 5640, PAGE 1, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

ALSO BEING A PART OF THE IMPROVEMENTS ONLY PROPERTY CONVEYED TO CHATT EAST, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, BY DEEDS FROM CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE NON-PROFIT CORPORATION D/B/A ERLANGER HEALTH SYSTEM, OF RECORD IN BOOK 9695, PAGE 791; AND IN BOOK 9695, PAGE 796, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

Soddy Daisy, Hamilton County, Property:

Z. Soddy Daisy Medical Center
9448 Dayton Pike, Soddy Daisy, TN
Tax ID 066 011.02
(Cmt. #1103817-11)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

SITUATE IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING LOT 1A, AS SHOWN ON REVISED PLAT OF LOTS 1 & 2, RECO SUBDIVISION, OF RECORD IN BOOK 81, PAGE 159, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED BY THE FOLLOWING, ALL OF RECORD IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE:

1. DEED TO STATE OF TENNESSEE, IN BOOK 5013, PAGE 38; AND

2. DEED TO WALGREEN CO., AN ILLINOIS CORPORATION, IN BOOK 7856, PAGE 683.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM HR ACQUISITION I CORPORATION, A MARYLAND CORPORATION, OF RECORD IN BOOK 5610, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

EXHIBIT B

Property located at 1100 East Third Street, Chattanooga, Tennessee

UT Family Practice
1100 East Third Street, Chattanooga, TN
Tax ID 146A M 012
(Cmt. #1103817-12)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING A PORTION OF LOT ONE ON THE CORRECTIVE PLAT OF CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY SUBDIVISION RECORDED IN PLAT BOOK 54, PAGE 167, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEEDS FROM DON J. RUSSELL, TRUSTEE FOR P.S.A. ASSOCIATES, A TENNESSEE GENERAL PARTNERSHIP COMPOSED OF JAMES W. DAVIS; DON J. RUSSELL; JOHN R. REYNOLDS; CAULEY W. HAYES; AND PHILLIP CRAFT, AS ITS SOLE PARTNERS, OF RECORD IN BOOK 2900, PAGE 136; FROM W.B. WILLINGHAM, JR. AND KEN LANCASTER, AS TRUSTEES AND INDIVIDUALLY, BEING TENANTS IN COMMON AND THE SOLE BENEFICIARIES OF THE TRUST IN BOOK 3827, PAGE 844; FROM GWENDOLYN COX COLEMAN, UNMARRIED AND GERTRUDE COX TRAMMELL IN BOOK 4571, PAGE 289; FROM ROBERT POTTS THOMAS IN BOOK 4654, PAGE 44; FROM JESSIE K. HILL, UNMARRIED IN BOOK 4675, PAGE 789; FROM BRUNELLA PETERSON, UNMARRIED AND ALICE CLYDE HILL, UNMARRIED FORMERLY ALICE HOLMES, BY AND THROUGH MY ATTORNEY-IN-FACT, BRUNELLA PETERSON IN BOOK 4679, PAGE 570; FROM ALICE C. HILL, UNMARRIED, FORMERLY ALICE HOLMES, SOLE HEIR AT LAW OF ODESSA HOLMES WHO DIED INTESTATE ON OR ABOUT JULY 19, 1961 IN BOOK 4679, PAGE 572; FROM HAMILTON COUNTY, TENNESSEE, A POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE, AND CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE IN BOOK 4694, PAGE 977; AND FROM CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE IN BOOK 4701, PAGE 900, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

Exhibit F
Transferred Property

Attached.

Transferred Property[1]

Chattanooga, Hamilton County, Properties

A. Main Campus
975-979 East 3rd Street, Chattanooga, TN
(Includes 910, 1043 and 1147 Blackford Street)
Tax ID 146A J 001
and
1135 Lincoln Park Lane and 1115 Blackford Street
Tax ID 136O B 039
(Cmt. #1103817-01)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

TRACT ONE (1):

BEGINNING AT A CROSS AT THE INTERSECTION OF THE EAST LINE OF HAMPTON STREET AND THE NORTH LINE OF EAST THIRD STREET; THENCE NORTH 22 DEGREES 26 MINUTES EAST ALONG THE EAST LINE OF HAMPTON STREET, 589.13 FEET TO AN IRON PIN IN THE SOUTH RIGHT OF WAY OF SOUTHERN RAILWAY; THENCE NORTH 66 DEGREES 29 MINUTES EAST ALONG SAID RIGHT-OF-WAY, 80.55 FEET TO AN IRON PIN IN THE SOUTH LINE OF BLACKFORD STREET; THENCE SOUTH 67 DEGREES 30 MINUTES EAST ALONG THE SOUTHERN LINE OF BLACKFORD STREET, 392.33 FEET TO AN IRON PIN; THENCE CONTINUING ALONG THE SOUTH LINE OF BLACKFORD STREET, 68 DEGREES 24 MINUTES 39 SECONDS EAST, 703.43 FEET TO THE WEST LINE OF CENTRAL AVENUE; THENCE SOUTH 21 DEGREES 58 MINUTES WEST ALONG THE WEST LINE OF CENTRAL AVENUE, 658.29 FEET TO THE NORTH LINE OF EAST THIRD STREET; THENCE NORTH 67 DEGREES 30 MINUTES WEST ALONG THE NORTH LINE OF EAST THIRD STREET, 1,156.46 FEET TO THE POINT OF BEGINNING. EXCEPT THEREFROM THE PROPERTY USED FOR ROADWAY CONNECTING BLACKFORD STREET AND HAMPTON STREET. TOGETHER WITH RIGHTS TO A TUNNEL BENEATH EAST THIRD STREET CREATED BY ORDINANCE NO. 5564 AND ORDINANCE NO. 5894.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEEDS FROM FRANCES P. HOWARD, UNMARRIED, WIDOW OF T. L. HOWARD, DECEASED, OF

[1] Note: The Transferred Property consists of all real property to be conveyed by the Authority to EH by Special Warranty Deed. All Transferred Property is in Hamilton County, TN. The real estate associated with Murphy Medical Center is owned by Murphy Medical Center, Inc. and will not be conveyed deed (but will be transferred by operation of law) and is not listed in this exhibit.

RECORD IN BOOK 2443, PAGE 823; FROM SIDNEY RUDOLPH AND WIFE, NANCY R. RUDOLPH, OF RECORD IN BOOK 2443, PAGE 831; FROM MILTON S. EDELSTEIN (BEING ONE AND THE SAME AS MILTON EDELSTEIN) AND WIFE, CLARICE EDELSTEIN, ACTING TO CONVEY AN UNDIVIDED ONE-THIRD (1/3) INTEREST; GENEVIEVE EDELSTEIN GOLDBLATT (FORMERLY GENEVIEVE EDELSTEIN) AND HUSBAND, SAMUEL GOLDBLATT, ACTING TO CONVEY AN UNDIVIDED ONE-THIRD (1/3) INTEREST; AND MILTON S. EDELSTEIN AND SAMUEL GOLDBLATT, AS COEXECUTORS AND CO-TRUSTEES UNDER THE WILL OF ROSLYN P. EDELSTEIN, LATE OF HAMILTON COUNTY, TENNESSEE, DECEASED, EXERCISING THE POWER AND AUTHORITY VESTED IN US, JOINED BY DEBRA HELEN GOLDBLATT, UNMARRIED, BENEFICIARY UNDER SAID TRUST, AND JAY STANLEY GOLDBLATT, UNMARRIED, AND SHELTON E. GOLDBLATT, UNMARRIED, DEVISEES UNDER THE WILL OF ROSLYN P. EDELSTEIN, CONVEYING AN UNDIVIDED ONE-THIRD (1/3) INTEREST, OF RECORD IN BOOK 2457, PAGE 73; FROM PAUL DUBROW, WIDOWER OF FANNY DUBROW, DECEASED, COVENANTING THAT WE WERE HUSBAND AND WIFE AT THE TIME WE ACQUIRED TITLE TO THE HEREINAFTER DESCRIBED REAL ESTATE, AND THAT WE REMAINED CONTINUOUSLY HUSBAND AND WIFE UNTIL THE DATE OF HER DEATH, OF RECORD IN BOOK 2485, PAGE 953; FROM THE CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION AND HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 2606, PAGE 834; AND FROM THE CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION AND HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 5729, PAGE 702, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT TWO (2):

BEGINNING AT AN IRON PIN AT THE INTERSECTION OF THE EAST LINE OF WIEHL STREET AND THE NORTH LINE OF BLACKFORD STREET; THENCE NORTH 21 DEGREES 50 MINUTES, 55 SECONDS EAST, 183.97 FEET TO A SPIKE; THENCE NORTH 36 DEGREES 30 MINUTES 27 SECONDS EAST ALONG THE SOUTHEAST LINE OF WIEHL STREET, 280.96 FEET TO THE SOUTH LINE OF RIGHT-OF-WAY OF SOUTHERN RAILWAY; THENCE NORTH 66 DEGREES 23 MINUTES 48 SECONDS EAST, 87.7 FEET ALONG SAID RIGHT-OF-WAY TO AN IRON PIN; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 73 DEGREES 31 MINUTES 53 SECONDS EAST, 197.62 FEET TO AN IRON PIN; THENCE SOUTH 21 DEGREES 28 MINUTES 14 SECONDS WEST, 350 FEET TO AN IRON PIN; THENCE SOUTH 68 DEGREES 24 MINUTES 39 SECONDS EAST, 174.7 FEET TO AN IRON PIN; THENCE SOUTH 25 DEGREES 8 MINUTES 25 SECONDS WEST, 77 FEET TO AN IRON PIN; THENCE SOUTH 63 DEGREES 23 MINUTES 15 SECONDS EAST, 110.18 FEET TO AN IRON PIN; THENCE SOUTH 21 DEGREES 28 MINUTES 39 SECONDS WEST, 203 FEET TO AN IRON PIN IN THE NORTH LINE OF BLACKFORD STREET; THENCE NORTH 68 DEGREES 24 MINUTES 39 SECONDS WEST, ALONG THE NORTH LINE OF BLACKFORD STREET, 571.41 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEEDS FROM HOWELL N. PEOPLES, CLERK AND MASTER, OF RECORD IN BOOK 2429, PAGE 832; FROM PERCY HILL AND WIFE, CARRIE HILL, OF RECORD IN BOOK 2430, PAGE 332; FROM HENDERSON GATES AND WIFE, JEWELL GATES, OF RECORD IN BOOK 2430, PAGE 334; FROM JEAN HOUSE, A WIDOW; LOUISE GATES; PAMELLA UPSHAW, UNMARRIED; ANDRA UPSHAW, UNMARRIED; AND HOWELL N. PEOPLES, AS THE HAMILTON COUNTY, TENNESSEE, CLERK AND MASTER, ACTING ON BEHALF OF TERRY UPSHAW, AN UNMARRIED MINOR, AND ACTING PURSUANT TO THE AUTHORITY VESTED IN ME IN THE FINAL DECREE ISSUED BY THE CHANCERY COURT OF HAMILTON COUNTY, TENNESSEE, PART TWO (2), CAUSE NO. 52244; FROM BOOK 2447, PAGE 867; FROM THE CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION AND HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 2606, PAGE 834; AND FROM THE CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION AND HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 5729, PAGE 702, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT THREE (3):

BEGINNING AT A SPIKE AT THE INTERSECTION OF THE NORTH LINE OF BLACKFORD STREET AND THE WEST LINE OF WIEHL STREET; THENCE NORTH 67 DEGREES 30 MINUTES WEST ALONG THE NORTH LINE OF BLACKFORD STREET, 311.73 FEET TO AN IRON PIN IN THE SOUTHEAST RIGHT-OF-WAY OF THE SOUTHERN RAILWAY; THENCE NORTH 67 DEGREES 05 MINUTES 16 SECONDS EAST ALONG SAID RIGHT-OF-WAY, 467.62 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 62 DEGREES 59 MINUTES 05 SECONDS EAST, 38.5 FEET TO THE WEST LINE OF WIEHL STREET; THENCE SOUTH 36 DEGREES 30 MINUTES 27 SECONDS WEST ALONG THE WEST LINE OF WIEHL STREET, 180.40 FEET TO A SPIKE; THENCE CONTINUING ALONG THE WEST LINE OF WIEHL STREET, SOUTH 21 DEGREES 50 MINUTES 55 SECONDS WEST, 187.29 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEEDS FROM THE CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION AND HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 2606, PAGE 834; AND FROM THE CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION AND HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 5729, PAGE 702, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT FOUR (4):

A PART OF TRACT OF LAND KNOWN AS LINCOLN PARK AT THE NORTH END OF CENTRAL AVENUE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE EAST LINE OF TRACT 5 CONVEYED TO CHATTANOOGA HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED OF RECORD IN BOOK 2606, PAGE 834, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, SAID IRON PIN BEING NORTH 21 DEGREES 28 MINUTES 39 SECONDS EAST 172.37 FEET FROM AN IRON PIN IN THE NORTH LINE OF BLACKFORD STREET, MARKING THE SOUTHEAST COMER OF SAID TRACT 5, THENCE NORTH 21 DEGREES 28 MINUTES 39 SECONDS EAST, ALONG THE EAST LINE OF THE HOSPITAL AUTHORITY 30.63 FEET TO AN IRON PIN; THENCE NORTH 63 DEGREES 23 MINUTES 15 SECONDS WEST ALONG A NORTH LINE OF THE HOSPITAL AUTHORITY PROPERTY, 110.18 FEET TO AN IRON PIN; THENCE NORTH 25 DEGREES 8 MINUTES 25 SECONDS EAST ALONG AN EAST LINE OF THE HOSPITAL AUTHORITY PROPERTY 77 FEET TO AN IRON PIN; THENCE NORTH 68 DEGREES 24 MINUTES 39 SECONDS WEST ALONG A NORTH LINE OF THE HOSPITAL AUTHORITY PROPERTY 174.7 FEET TO AN IRON PIN; THENCE NORTH 21 DEGREES 28 MINUTES 14 SECONDS EAST, ALONG AN, EAST LINE OF THE HOSPITAL AUTHORITY PROPERTY 350 FEET TO AN IRON PIN IN THE SOUTHERN LINE OF THE PROPERTY OF SOUTHERN RAILWAY: THENCE ALONG SAID SOUTHERN LINE NORTH 73 DEGREES 31 MINUTES 53 SECONDS EAST, 86.09 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID RAILROAD PROPERTY SOUTH 68 DEGREES 24 MINUTES 39 SECONDS EAST, 232.11 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID RAILROAD PROPERTY NORTH 21 DEGREES 28 MINUTES 14 SECONDS EAST, 106.8 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID RAILROAD PROPERTY NORTH 85 DEGREES 12 MINUTES 35 SECONDS EAST, 327 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID RAILROAD PROPERTY NORTH 21 DEGREES 38 MINUTES 7 SECONDS EAST, 45 FEET TO AN IRON PIN; THENCE CONTINUING ALONG THE SAID RAILROAD PROPERLY SOUTH 68 DEGREES 16 MINUTES 41 SECONDS EAST, 288 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST COMER OF LOT 15, CHANDLER ADDITION, THENCE SOUTH 21 DEGREES 38 MINUTES 7 SECONDS WEST, ALONG THE WEST LINE OF CHANDLER ADDITION 602.29 FEET TO THE NORTH LINE OF CLEVELAND AVENUE; THENCE NORTH 69 DEGREES 16 MINUTES 7 SECONDS WEST ALONG THE NORTH LINE OF CLEVELAND AVENUE 48.92 FEET TO AN IRON PIN; HENCE SOUTH 69 DEGREES 3 MINUTES 53 SECONDS WEST ALONG THE NORTHWEST LINE OF CLEVELAND AVENUE, 523.58 FEET TO AN IRON PIN IN THE NORTHWEST LINE OF BLACKFORD STREET; THENCE NORTH 24 DEGREES 50 MINUTES 27 SECONDS EAST 122.81 FEET TO AN IRON PIN; THENCE NORTH 62 DEGREES 19 MINUTES 23 SECONDS WEST 173.16 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM THE CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION AND

HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 2783, PAGE 16, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT FIVE (5):

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF TRACT TWO OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 2606, PAGE 834, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE; THEN GO IN A NORTHEASTWARDLY DIRECTION ALONG THE COMMON PROPERTY LINE BETWEEN THE PROPERTIES OF GRANTOR AND GRANTEE, THE FOLLOWING COURSES: NORTH 66 DEGREES 23 MINUTES 48 SECONDS EAST A DISTANCE OF 87.7 FEET; AND NORTH 73 DEGREES 31 MINUTES 53 SECONDS EAST A DISTANCE OF 283.71 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL OF LAND; THENCE, NORTH 68 DEGREES 24 MINUTES 38 SECONDS WEST A DISTANCE OF 6.72 FEET TO A POINT BEING 20.00 FEET SOUTHWARDLY OF, AS MEASURED NORMAL FROM, THE CENTERLINE OF GRANTOR'S SOUTHERNMOST TRACT; THENCE, IN A NORTHEASTWARDLY DIRECTION, AT ALL POINTS BEING 20.00 FEET SOUTHWARDLY OF, AS MEASURED NORMAL FROM, SAID CENTERLINE OF TRACT, THE FOLLOWING COURSES: NORTH 70 DEGREES 06 MINUTES 14 SECONDS EAST A DISTANCE OF 154.52 FEET TO A POINT; ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 958.5 FEET, SUBTENDED BY A CHORD OF NORTH 84 DEGREES 14 MINUTES 25 SECONDS EAST, 468.1907 FEET, TO A POINT; THENCE SOUTH 21 DEGREES 38 MINUTES 07 SECONDS WEST A DISTANCE OF 20.36 FEET TO A POINT ON AFORESAID COMMON PROPERTY LINE BETWEEN GRANTOR AND GRANTEE; THENCE, ALONG SAID COMMON PROPERTY LINE, THE FOLLOWING COURSES: SOUTH 21 DEGREES 38 MINUTES 07 SECONDS WEST A DISTANCE OF 45.00 FEET TO A POINT; SOUTH 85 DEGREES 12 MINUTES 35 SECONDS WEST A DISTANCE OF 327.0 FEET TO A POINT; SOUTH 21 DEGREES 28 MINUTES 14 SECONDS WEST A DISTANCE OF 106.8 FEET TO A POINT; AND NORTH 68 DEGREES 24 MINUTES 37.6 SECONDS WEST A DISTANCE OF 232.1125 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL ENTITY AND A PUBLIC NON-PROFIT CORPORATION, BY DEED FROM NORFOLK SOUTHERN RAILWAY COMPANY, A VIRGINIA CORPORATION, OF RECORD IN BOOK 4552, PAGE 475, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT SIX (6):

THAT PORTION OF WIEHL STREET AND BLACKFORD STREET ABANDONED BY CITY OF CHATTANOOGA, TENNESSEE ORDINANCE 9543.

EXCLUDING FROM ANY OF THE HEREINABOVE DESCRIBED LAND ANY PORTION THEREOF LOCATED WITHIN BLACKFORD STREET AS NOW LOCATED.

BEING PART OF THE SAME PROPERTY CONVEYED IN ORDINANCE NO. 9543, NOT OF RECORD IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

B. <u>Whitehall Medical Building</u>
960 East 3rd Street, Chattanooga, TN
Tax ID 146A H 007
(Cmt. #1103817-02)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

TRACT 1:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

TRACT NO. ONE (1): LOTS FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), AND FOURTEEN (14), BLOCK ONE (1), WIEHL AND PATTEN SUBDIVISION NO. TWO (2), AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, REGISTER'S OFFICE, HAMILTON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF EAST THIRD STREET, ONE HUNDRED NINETY (190) FEET EASTWARDLY FROM HAMPTON STREET; RUNNING THENCE EASTWARDLY ALONG EAST THIRD STREET, TWO HUNDRED TWENTY-FIVE (225) FEET TO THE SOUTHWESTERN INTERSECTION OF EAST THIRD STREET AND WIEHL STREET; THENCE SOUTHWESTWARDLY ALONG THE WESTERLY LINE OF WIEHL STREET, THREE HUNDRED SEVEN AND FIVETENTHS (307.5) FEET TO A POINT, BEING THE NORTHWEST INTERSECTION OF FOURTH STREET AND WIEHL STREET; THENCE WESTWARDLY ALONG FOURTH STREET, TWO HUNDRED TWENTY-FIVE (225) FEET TO THE SOUTHEASTERN CORNER OF LOT FIFTEEN (15) IN SAID BLOCK; THENCE NORTHWARDLY ALONG THE LINE DIVIDING LOTS FOURTEEN (14) AND FIFTEEN (15) AND ALONG THE LINE DIVIDING LOTS FIVE (5) AND FOUR (4), THREE HUNDRED SEVEN AND FIVE-TENTHS (307.5) FEET TO THE POINT OF BEGINNING.

TRACT 2:

EASEMENTS AND RIGHTS BENEFITING TRACT 1 CONTAINED IN ORDINANCE NO. 5564; AS AFFECTED BY ORDINANCE NO. 5894, NOT OF RECORD IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 3:

EASEMENTS AND RIGHTS BENEFITING TRACT 1 CONTAINED IN ORDINANCE NO. 6373, NOT OF RECORD IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM WHITEHALL MEDICAL BUILDING LIMITED PARTNERSHIP, A TENNESSEE LIMITED PARTNERSHIP, ACTING BY AND THROUGH ITS GENERAL PARTNER, THE CHAMBERLAIN COMPANY, A TENNESSEE CORPORATION, ACTING TO CONVEY TRACT NO. ONE (1) AND STATE-WIDE ENTERPRISES, INC., A TENNESSEE CORPORATION, ACTING TO CONVEY TRACT NO. TWO (2) , OF RECORD IN BOOK 2451, PAGE 12, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

C. <u>Erlanger North</u>
632 Morrison Springs Road, Chattanooga, TN
Tax ID 108L D 004
(Cmt. #1103817-07)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING LOT 2, FINAL PLAT OF ERLANGER NORTH SUBDIVISION, AS SHOWN ON PLAT BOOK 101, PAGE 143, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO HAMILTON COUNTY BOARD OF EDUCATION, BY DEED OF RECORD IN BOOK 10606, PAGE 607, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, STATE OF TENNESSEE, BY DEED FROM RED BANK HOSPITAL ASSOCIATION, INC., A TENNESSEE NON-PROFIT CORPORATION, OF RECORD IN BOOK 3677, PAGE 951; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, TENNESSEE, BY DEED FROM STATE OF TENNESSEE, ACTING BY THE COMMISSIONER OF FINANCE AND ADMINISTRATION, WITH THE APPROVAL OF THE GOVERNOR, AND THE ATTORNEY GENERAL, IN BOOK 4175, PAGE 290; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, BY

DEED FROM EDDIE HELTON, IN BOOK 6049, PAGE 193; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 838; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 841; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM STATE OF TENNESSEE, ACTING BY ITS COMMISSIONER OF TRANSPORTATION, IN BOOK 10165, PAGE 233, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

D. Erlanger Community Health Center
1200 Dodson Avenue, Chattanooga, TN
Tax ID 146D A 007
(Cmt. #1103817-10)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF DODSON AVENUE AND WILSON STREET AND RUNNING 170 FEET, MORE OR LESS, ALONG THE SOUTH SIDE OF WILSON STREET TO A POINT; THENCE SOUTHWARDLY 760 FEET, MORE OR LESS, AND PARALLEL TO DODSON AVENUE TO A POINT; THENCE WESTWARDLY AND PARALLEL TO WILSON STREET 170 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF DODSON AVENUE; THENCE NORTHWARDLY ALONG THE EAST LINE OF DODSON AVENUE 760 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY D/B/A ERLANGER HEALTH SYSTEM, FOR THE USE AND BENEFIT OF ALTON PARK/DODSON AVENUE COMMUNITY HEALTH CENTER, BY DEED FROM CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION, OF RECORD IN BOOK 5489, PAGE 158, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

E. UT Family Practice
1100 East Third Street, Chattanooga, TN
Tax ID 146A M 012
(Cmt. #1103817-12)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING A PORTION OF LOT ONE ON THE CORRECTIVE PLAT OF CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY SUBDIVISION RECORDED IN PLAT BOOK 54, PAGE 167, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY,

TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEEDS FROM DON J. RUSSELL, TRUSTEE FOR P.S.A. ASSOCIATES, A TENNESSEE GENERAL PARTNERSHIP COMPOSED OF JAMES W. DAVIS; DON J. RUSSELL; JOHN R. REYNOLDS; CAULEY W. HAYES; AND PHILLIP CRAFT, AS ITS SOLE PARTNERS, OF RECORD IN BOOK 2900, PAGE 136; FROM W.B. WILLINGHAM, JR. AND KEN LANCASTER, AS TRUSTEES AND INDIVIDUALLY, BEING TENANTS IN COMMON AND THE SOLE BENEFICIARIES OF THE TRUST IN BOOK 3827, PAGE 844; FROM GWENDOLYN COX COLEMAN, UNMARRIED AND GERTRUDE COX TRAMMELL IN BOOK 4571, PAGE 289; FROM ROBERT POTTS THOMAS IN BOOK 4654, PAGE 44; FROM JESSIE K. HILL, UNMARRIED IN BOOK 4675, PAGE 789; FROM BRUNELLA PETERSON, UNMARRIED AND ALICE CLYDE HILL, UNMARRIED FORMERLY ALICE HOLMES, BY AND THROUGH MY ATTORNEY-IN-FACT, BRUNELLA PETERSON IN BOOK 4679, PAGE 570; FROM ALICE C. HILL, UNMARRIED, FORMERLY ALICE HOLMES, SOLE HEIR AT LAW OF ODESSA HOLMES WHO DIED INTESTATE ON OR ABOUT JULY 19, 1961 IN BOOK 4679, PAGE 572; FROM HAMILTON COUNTY, TENNESSEE, A POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE, AND CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE IN BOOK 4694, PAGE 977; AND FROM CITY OF CHATTANOOGA, TENNESSEE, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE IN BOOK 4701, PAGE 900, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

F. <u>Erlanger @ VW Dr Clinic</u>
7380 Volkswagen Drive, Chattanooga, TN
Tax ID 139-074.01L
(Cmt. #1103817-14)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

TRACT 1:

BEING A PORTION OF THE CITY OF CHATTANOOGA/HAMILTON COUNTY PROPERTY AS DESCRIBED AS TRACT 3, ENTERPRISE SOUTH INDUSTRIAL PARK, AS RECORDED IN BOOK 90, PAGE 126-134 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERN CORNER OF TRACT 10, ENTERPRISE SOUTH INDUSTRIAL PARK AS RECORDED IN BOOK 78, PAGES 187 AND 188, ON THE SOUTHERN RIGHT-OF-WAY OF ENTERPRISE SOUTH BOULEVARD; THENCE ALONG THE WESTERN LINE OF SAID TRACT 10, SOUTH 05 DEGREES 50 MINUTES 20

SECONDS EAST, A DISTANCE OF 693.83 FEET; THENCE ON A COURSE THROUGH SAID TRACT 3 THE FOLLOWING CALLS, SOUTH 74 DEGREES 39 MINUTES 03 SECONDS WEST A DISTANCE OF 670.05 FEET; THENCE NORTH 15 DEGREES 20 MINUTES 57 SECONDS WEST A DISTANCE OF 550.03 FEET; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF ENTERPRISE SOUTH BOULEVARD ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 799.65 FEET (SAID CURVE HAVING A RADIUS OF 2448.00 FEET) TO THE POINT OF BEGINNING, AND NOW SHOWN AS TRACT 21 ON PLAT ENTITLED MEGA SITE ONE ENTERPRISE SOUTH INDUSTRIAL PARK PREPARED BY DAVID MATHEWS SURVEYING RECORDED IN BOOK 93, PAGE 183, SAID REGISTER'S OFFICE.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, A PUBLIC CORPORATION CREATED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 9265, PAGE 499, AS CORRECTED IN BOOK 9277, PAGE 612, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY D/B/A ERLANGER HEALTH SYSTEM (AS TO IMPROVEMENTS ONLY), BY DEED FROM ERLANGER PHARMACIES, INC., A WHOLLY-OWNED SUBSIDIARY OF CONTINUCARE HEALTHSERVICES, OF RECORD IN BOOK 12654, PAGE 544, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

G. <u>Kennedy Outpatient Center (CHOC)</u>
900 East Third Street, Chattanooga, TN
Tax ID 146A H 001
(Cmt. #1103817-18)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN THE CITY OF CHATTANOOGA OF HAMILTON COUNTY, TENNESSEE:

BEGINNING AT AN IRON PIN AT THE INTERSECTION OF THE NORTH LINE OF EAST FOURTH STREET AND THE WEST LINE OF HAMPTON STREET; THENCE NORTH 68 DEGREES 00 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF EAST FOURTH STREET, THREE HUNDRED FIFTY-TWO AND 90/100 (352.90) FEET TO AN IRON PIN IN THE EAST LINE OF PALMETTO STREET THENCE NORTH 21 DEGREES 37 MINUTES 28 SECONDS EAST ALONG THE EAST LINE OF PALMETTO STREET, THREE HUNDRED FIVE AND 72/100 (305.72) FEET TO AN IRON PIN IN THE SOUTH LINE OF EAST THIRD STREET; THENCE SOUTH 67 DEGREES 30 MINUTES EAST ALONG THE SOUTH LINE OF EAST THIRD STREET, THREE HUNDRED FIFTY-SEVEN

AND 67/100 (357.67) FEET TO AN IRON PIN IN THE WEST LINE OF HAMPTON STREET; THENCE SOUTH 22 DEGREES 31 MINUTES 17 SECONDS WEST ALONG THE WEST LINE OF HAMPTON STREET THREE HUNDRED TWO AND 48/100 (302.48) FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM HAMILTON COUNTY, A CONSTITUTIONAL COUNTY OF THE STATE OF TENNESSEE, OF RECORD IN DEED BOOK 2606, PAGE 840; AS CORRECTED IN DEED BOOK 2649, PAGE 709, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

H. <u>Vacant Parcels</u>
1100, 1104 Lincoln Park, Chattanooga, TN
Tax ID 146B A 019 and 146B A 020
(Cmt. #1103817-19)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

TRACT 1:

ALL OF LOT NUMBER ONE (1) EXCEPT THE EAST THIRTY-FOUR (34) FEET THEREOF OF MILLER AND GRADY'S SUBDIVISION OF THE WILLIAM GILLESPIE TRACT, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 7, PAGE 20, OF THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE. ACCORDING TO SAID PLAT SAID PART OF LOT HEREIN CONVEYED FRONTS SEVENTY-SIX AND 15/100 (76.15) FEET, MORE OR LESS, ON THE SOUTH LINE OF CLEVELAND AVENUE AND ONE HUNDRED THIRTEEN AND 65/100 (113.65) FEET, MORE OR LESS, ON THE NORTH LINE OF AN UNNAMED STREET, SAID LOT BEING TRIANGULAR IN SHAPE.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM SIDNEY RUDOLPH AND WIFE, NANCY RUDOLPH, OF RECORD IN BOOK 2698, PAGE 619, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 2:

THE EAST THIRTY-FOUR (34) FEET OF LOT ONE (1), MILLER AND GRADY'S SUBDIVISION OF THE WILLIAM GILLESPIE TRACT, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 7, PAGE 20, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM W.M. SMITH, UNMARRIED; WILLIAM M. SMITH, JR.; HERMAN

GEORGE CARSON, UNMARRIED; SARAH LEE PHILLIPS; AND THEODORE N. CARSON, UNMARRIED, OF RECORD IN BOOK 2954, PAGE 709, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

I. Erlanger North Sleep Disorders Clinic
3619 Tom Weathers Drive, Chattanooga, TN
Tax ID 108L D 004.01
(Cmt. #1103817-22)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING LOT 4, FINAL PLAT OF ERLANGER NORTH SUBDIVISION, AS SHOWN ON PLAT BOOK 101, PAGE 143, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO HAMILTON COUNTY BOARD OF EDUCATION, BY DEED OF RECORD IN BOOK 10606, PAGE 607, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, STATE OF TENNESSEE, BY DEED FROM RED BANK HOSPITAL ASSOCIATION, INC., A TENNESSEE NON-PROFIT CORPORATION, OF RECORD IN BOOK 3677, PAGE 951; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, TENNESSEE, BY DEED FROM STATE OF TENNESSEE, ACTING BY THE COMMISSIONER OF FINANCE AND ADMINISTRATION, WITH THE APPROVAL OF THE GOVERNOR, AND THE ATTORNEY GENERAL, IN BOOK 4175, PAGE 290; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM EDDIE HELTON, IN BOOK 6049, PAGE 193; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 838; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 841; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM STATE OF TENNESSEE, ACTING BY ITS COMMISSIONER OF TRANSPORTATION, IN BOOK 10165, PAGE 233, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

J. Vacant Parcel
3607 Tom Weathers Drive, Chattanooga, TN

Tax ID 108L D 004.02
(Cmt. #1103817-23)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING LOT 3, FINAL PLAT OF ERLANGER NORTH SUBDIVISION, AS SHOWN ON PLAT BOOK 101, PAGE 143, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO HAMILTON COUNTY BOARD OF EDUCATION, BY DEED OF RECORD IN BOOK 10606, PAGE 607, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, STATE OF TENNESSEE, BY DEED FROM RED BANK HOSPITAL ASSOCIATION, INC., A TENNESSEE NON-PROFIT CORPORATION, OF RECORD IN BOOK 3677, PAGE 951; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, TENNESSEE, BY DEED FROM STATE OF TENNESSEE, ACTING BY THE COMMISSIONER OF FINANCE AND ADMINISTRATION, WITH THE APPROVAL OF THE GOVERNOR, AND THE ATTORNEY GENERAL, IN BOOK 4175, PAGE 290; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM EDDIE HELTON, IN BOOK 6049, PAGE 193; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 838; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 841; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM STATE OF TENNESSEE, ACTING BY ITS COMMISSIONER OF TRANSPORTATION, IN BOOK 10165, PAGE 233, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

K. <u>Vacant Parcel</u>
546 Morrison Springs Road, Chattanooga, TN
Tax ID 108L D 009
(Cmt. #1103817-24)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING LOT 7, FINAL PLAT OF ERLANGER NORTH SUBDIVISION, AS SHOWN ON PLAT BOOK 101, PAGE 143, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO HAMILTON COUNTY BOARD OF EDUCATION, BY DEED OF RECORD IN BOOK 10606, PAGE 607, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, STATE OF TENNESSEE, BY DEED FROM RED BANK HOSPITAL ASSOCIATION, INC., A TENNESSEE NON-PROFIT CORPORATION, OF RECORD IN BOOK 3677, PAGE 951; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, TENNESSEE, BY DEED FROM STATE OF TENNESSEE, ACTING BY THE COMMISSIONER OF FINANCE AND ADMINISTRATION, WITH THE APPROVAL OF THE GOVERNOR, AND THE ATTORNEY GENERAL, IN BOOK 4175, PAGE 290; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM EDDIE HELTON, IN BOOK 6049, PAGE 193; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 838; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 841; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM STATE OF TENNESSEE, ACTING BY ITS COMMISSIONER OF TRANSPORTATION, IN BOOK 10165, PAGE 233, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

L. <u>Vacant Parcel</u>
510 Morrison Springs Road, Chattanooga, TN
Tax ID 108L D 009.01
(Cmt. #1103817-25)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING LOT 8, FINAL PLAT OF ERLANGER NORTH SUBDIVISION, AS SHOWN ON PLAT BOOK 101, PAGE 143, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO HAMILTON COUNTY BOARD OF EDUCATION, BY DEED OF RECORD IN BOOK 10606, PAGE 607, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, STATE OF TENNESSEE, BY DEED FROM RED BANK HOSPITAL ASSOCIATION, INC., A TENNESSEE NON-PROFIT CORPORATION, OF RECORD IN BOOK 3677, PAGE 951; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A POLITICAL SUBDIVISION AND INSTRUMENTALITY OF HAMILTON COUNTY, TENNESSEE, BY DEED FROM STATE OF TENNESSEE, ACTING BY THE COMMISSIONER OF FINANCE AND ADMINISTRATION, WITH THE APPROVAL OF THE GOVERNOR, AND THE ATTORNEY GENERAL, IN BOOK 4175, PAGE 290; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM EDDIE HELTON, IN BOOK 6049, PAGE 193; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 838; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM RIVER CANYON INVESTMENTS, INC., A TENNESSEE CORPORATION, IN BOOK 7011, PAGE 841; TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM STATE OF TENNESSEE, ACTING BY ITS COMMISSIONER OF TRANSPORTATION, IN BOOK 10165, PAGE 233, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

M. <u>Parking Lot</u>
East 4th Street, Chattanooga, TN
Tax IDs 146A G 011, 146A G 012, 146A G 014, 146A G 017, 146A G 018
(Cmt. #1103817-26)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

TRACT 1:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

LOT NUMBER TWENTY-ONE (21), PART OF LOT NUMBER TWENTY-TWO (22), BLOCK NUMBER TWO (2), WIEHL AND PATTEN'S SUBDIVISION NUMBER TWO (2), AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST INTERSECTION OF FORREST AVENUE AND HAMPTON STREET, ALSO BEING THE NORTHWEST CORNER OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTHWARDLY ALONG THE EASTERN LINE OF HAMPTON STREET, ONE HUNDRED TWENTY-EIGHT (128) FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE LOT THIRTY-SEVEN (37), OF SAID BLOCK; THENCE EASTWARDLY A DISTANCE OF ONE HUNDRED SEVEN AND ONE-HALF (107-1/2) FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LOT TWENTY-THREE (23) OF SAID BLOCK; THENCE NORTHWARDLY ALONG THE LINE DIVIDING LOTS TWENTY-TWO (22) AND TWENTY-THREE (23), A DISTANCE OF ONE HUNDRED TWENTY-EIGHT (128) FEET TO A POINT IN THE SOUTHERN LINE OF EAST 4TH STREET, FORMERLY FORREST AVENUE; THENCE WESTWARDLY ALONG THE SOUTHERN LINE OF EAST 4TH STREET, A DISTANCE OF TWENTY-EIGHT AND SEVENTY-FIVE HUNDREDTHS (28.75) FEET TO A POINT, SAID POINT BEING THE NORTHEASTERN CORNER OF THE PROPERTY HERETOFORE CONVEYED BY GEORGE WHITE TO GREEN BADGETT, RECORDED IN BOOK P, VOLUME 12, PAGE 697, IN SAID REGISTER'S OFFICE; THENCE SOUTHWARDLY ALONG THE EASTERN LINE OF SAID PROPERTY A DISTANCE OF SIXTY-FOUR (64) FEET TO A POINT; THENCE WESTWARDLY ALONG THE SOUTHERN LINE OF SAID BADGETT PROPERTY TWENTY-EIGHT AND SEVENTY-FIVE HUNDREDTHS (20.75) FEET TO A POINT IN THE EASTERN LINE OF LOT TWENTY -ONE (21) OF SAID BLOCK; THENCE NORTHWARDLY ALONG THE LINE DIVIDING LOTS TWENTY-ONE (21) AND TWENTY-TWO (22), A DISTANCE OF SIXTY-FOUR (64) FEET TO A POINT IN THE SOUTHERN LINE OF EAST 4TH STREET; THENCE WESTWARDLY ALONG THE SOUTHERN LINE OF EAST 4TH STREET, A DISTANCE OF FIFTY (50) FEET TO THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM MILLIGAN-REYNOLDS GUARANTY TITLE AGENCY, INC., A TENNESSEE CORPORATION, OF RECORD IN BOOK 2680, PAGE 308, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 2:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE, BEING THE NORTHWEST CORNER OF LOT 22, BLOCK 2, WEIHL & PATTEN'S ADDITION TO CHATTANOOGA, TENNESSEE; SAID LOT CONVEYED HEREBY FRONTS 28 3/4 FEET ON FORREST AVENUE, AND EXTENDS BACK SOUTHWARDLY OF UNIFORM WIDTH 64 FEET. THE SAID LOT IS ONE CUT OUT OF LOT 22, BLOCK 2, WEIHL & PATTEN'S ADDITION TO CHATTANOOGA, TENNESSEE, AND IS IN THE NORTHEAST CORNER OF SAID LOT.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM SOUTHERN REALTY COMPANY, INC., OF RECORD IN BOOK 2606, PAGE 35, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 3:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

THE EAST ONE-HALF (1/2) OF LOT TWENTY-THREE (23), BLOCK TWO (2), WIEHL & PATTENS ADDITION NO. 2 TO THE CITY OF CHATTANOOGA, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM BENTON F. SPANGLER, UNMARRIED, OF RECORD IN BOOK 3371, PAGE 614, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 4:

LOT NO. TWENTY-SIX (26), BLOCK TWO (2), WIEHL AND PATTEN SUBDIVISION NO. TWO (2), AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM STATE-WIDE ENTERPRISES, INC., A TENNESSEE CORPORATION, OF RECORD IN BOOK 2451, PAGE 12, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 5:

LOT NO. TWENTY-SIX (27), BLOCK TWO (2), WIEHL AND PATTEN SUBDIVISION NO. TWO (2), AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM STATE-WIDE ENTERPRISES, INC., A TENNESSEE CORPORATION, OF RECORD IN BOOK 2451, PAGE 12, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

N. <u>Parking Lot</u>
944 East 4th Street, Chattanooga, TN
Tax ID 146A G 013
(Cmt. #1103817-27)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

THE WEST HALF OF LOT TWENTY-THREE (23), BLOCK TWO (2), WIEHL AND PATTEN'S ADDITION TO THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, OF THE REGISTER'S OFFICE OF SAID COUNTY.

SAID PART OF LOT MAKES ONE TRACT OF GROUND FRONTING TWENTY-EIGHT AND THREE-FOURTHS (28-3/4) FEET ON THE SOUTH LINE OF EAST FOURTH STREET (FORMERLY FOREST AVENUE) AND EXTENDING BACK SOUTHWARDLY, BETWEEN PARALLEL LINES, A DISTANCE OF ONE HUNDRED, TWENTY-EIGHT (128) FEET TO THE NORTH LINE OF LOTS THIRTY-FOUR (34) AND THIRTY-FIVE (35) IN SAID BLOCK.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM MILLIGAN-REYNOLDS GUARANTY TITLE AGENCY, INC., A TENNESSEE CORPORATION, TRUSTEE OF RECORD IN BOOK 2680, PAGE 308, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

O. <u>Parking Lot</u>
948 East 4th Street, Chattanooga, TN
Tax ID 146A G 015
(Cmt. #1103817-28)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

LOT TWENTY-FOUR (24), BLOCK TWO (2), WIEHL AND PATTEN'S ADDITION NO. TWO (2), AS SHOWN BY PLAT RECORDED IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

ACCORDING TO SAID PLAT, SAID LOT FRONTS FIFTY (50) FEET ON THE SOUTH LINE OF EAST FOURTH (4TH) STREET AND EXTENDS BACK SOUTHWARDLY, BETWEEN PARALLEL LINES, ONE HUNDRED THIRTY-EIGHT (138) FEET TO THE NORTH LINE OF LOT THIRTY (30).

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM R. GWYN BROCK, TRUSTEE AND WIFE, HARDIE BROCK, OF RECORD IN BOOK 2754, PAGE 865, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

P. <u>Parking Lot</u>
954 East 4th Street, Chattanooga, TN
Tax ID 146A G 016
(Cmt. #1103817-29)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE IN THE THIRD CIVIL DISTRICT, HAMILTON COUNTY, TENNESSEE:

LOT TWENTY-FIVE (25), BLOCK TWO (2), WIEHL AND PATTEN'S ADDITION, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

ACCORDING TO SAID PLAT, SAID LOT FRONTS FIFTY (50) FEET ON THE SOUTH LINE OF EAST 4TH STREET, AND EXTENDS BACK SOUTHWARDLY, BETWEEN PARALLEL LINES, ONE HUNDRED THIRTY-EIGHT (138) FEET TO THE NORTH LINE OF LOT THIRTY-TWO (32).

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM PHOENIX LAND TITLE COMPANY, TRUSTEE, A TENNESSEE CORPORATION, OF RECORD IN BOOK 2754, PAGE 506, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

Q. <u>Parking Lot</u>
913 O'Neal Street, Chattanooga, TN
Tax ID 146A G 019

(Cmt. #1103817-30)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

LOT NO. TWENTY-EIGHT (28), BLOCK TWO (2),WIEHL AND PATTEN SUBDIVISION NO. TWO (2), AS SHOWN BY THE PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, REGISTER'S OFFICE, HAMILTON COUNTY, TENNESSEE.

ACCORDING TO SAID PLAT, SAID LOTS FORM ONE TRACT OF LAND FRONTING 150 FEET ON THE SOUTHERN LINE OF FOURTH AVENUE, AND EXTENDING BACK SOUTHWARDLY BETWEEN PARALLEL LINES ALONG THE WESTERN LINE OF WIEHL STREET, 130 FEET TO THE NORTH LINE OF LOT NO'S. 29, 30 AND 31 IN SAID BLOCK.

BEING PART OF THE SAME PROPERTY CONVEYED TO THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM STATE-WIDE ENTERPRISES, INC., A TENNESSEE CORPORATION, OF RECORD IN BOOK 2451, PAGE 12, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

R. <u>Parking Lot</u>
951 East 5th Street, Chattanooga, TN
Tax ID 146A G 023
(Cmt. #1103817-31)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE FIRST CIVIL DISTRICT OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS THIRTY-TWO (32), THIRTY-THREE (33), THIRTY-FOUR (34) AND THIRTY-FIVE (35), BLOCK TWO (2), WIEHL AND PATTEN SUBDIVISION, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

ACCORDING TO SAID PLAT, SAID LOTS TOGETHER FORM ONE TRACT FRONTING 182.5 FEET ON THE NORTHERN LINE OF EAST FIFTH STREET AND EXTENDING NORTHWARDLY, BETWEEN PARALLEL LINES, TO THE SOUTHERN LINE OF LOTS 22, 23, 24 AND 25 OF SAID BLOCK; THE SAID LOTS 32 AND 33 BEING 129 FEET IN DEPTH, AND LOTS 34 AND BEING 139.5 FEET IN DEPTH.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM PAUL DUBROW, TRUSTEE, UNMARRIED, OF RECORD IN BOOK 3688, PAGE 789, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

PARCEL 2:

LOT THIRTY-SIX (36), BLOCK TWO (2), WIEHL AND PATTON'S ADDITION TO CHATTANOOGA, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE. ACCORDING TO SAID PLAT, SAID LOT FRONTS 41-1/2 FEET, MORE OR LESS, ON THE NORTH SIDE OF EAST 5TH STREET, AND EXTENDS NORTHWARDLY, BETWEEN PARALLEL LINES, A DISTANCE OF 139-1/2 FEET, MORE OR LESS.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM HYMAN KWELLER AND WIFE, KATIE KWELLER, OF RECORD IN BOOK 3688, PAGE 791, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

PARCEL 3:

LOT NO. THIRTY-SEVEN (37), BLOCK NO. 2, OF WIEHL AND PATTEN’S ADDITION TO CHATTANOOGA, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE. ACCORDING TO SAID PLAT SAID LOT FRONTS 41-1/2 FEET ON THE NORTHERN LINE OF EAST FIFTH STREET AND EXTENDING BACK NORTHWARDLY OF UNIFORM WIDTH, ALONG THE EASTERN LINE OF HAMPTON STREET 139-1/2 FEET.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM DORTHULA MILNER, UNMARRIED SURVIVING WIDOW AND SOLE HEIR AT LAW OF LEROY MILNER, DECEASED, OF RECORD IN BOOK 3711, PAGE 549, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

PARCEL 4:

BEGINNING AT A POINT WHERE THE WESTERN BOUNDARY BETWEEN LOTS FIVE (5) AND SIX (6), CITY WATER COMPANY ADDITION (HEREIN “THE HOPPER PROPERTY"), REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, AS SHOWN OF RECORD IN PLAT BOOK 2, PAGE 49, INTERSECTS WITH THE GENERALLY

SOUTH BOUNDARY OF EAST FIFTH STREET, AND BEING MORE PARTICULARLY THE NORTHWEST CORNER OF THE PROPERTY HERETOFORE CONVEYED TO ROBERT HOPPER BY MILLIGAN-REYNOLDS GUARANTY TITLE AGENCY, INC., RECORDED IN BOOK 2850, PAGE 255, REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTHERN BOUNDARY OF EAST FIFTH STREET ADJACENT TO THE HOPPER PROPERTY, A DISTANCE OF 75 FEET, THENCE NORTH 23 DEGREES 9 MINUTES 47 SECONDS EAST, A DISTANCE OF 21 FEET, MORE OR LESS, TO THE CENTER OF THAT PROPERTY THAT HERETOFORE WAS DESIGNATED EAST FIFTH STREET AN ABANDONED BY THE CITY OF CHATTANOOGA BY ORDINANCE NO. 9460, THENCE NORTH 66 DEGREES 20 MINUTES 26 SECONDS WEST ALONG THE CENTER LINE OF THE PROPERTY HERETOFORE KNOWN AS EAST FIFTH STREET, CLOSED AND ABANDONED TO GRANTORS BY ORDINANCE NO. 9460 OF THE CITY OF CHATTANOOGA, TENNESSEE, A DISTANCE OF 75 FEET, THENCE, RUNNING IN A GENERALLY SOUTHERN DIRECTION A DISTANCE OF 21 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE AFORESAID DESCRIBED LAND IS MORE PARTICULARLY SHOWN IN CORRECTIVE PLAT OF WIEHL AND PATTEN NO. 2, RESUBDIVISION OF LOTS 32-37, BLOCK 2, LOCATED IN THE FIRST CIVIL DISTRICT, CHATTANOOGA, HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM ROBERT HOPPER AND WIFE MARY S. HOOPER, OF RECORD IN BOOK 3806, PAGE 79, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

PARCEL 5:

THAT THERE BE AND IS HEREBY CLOSED AND ABANDONED HAMPTON STREET LOCATED NORTHEAST FROM EAST 5TH STREET LOCATED SOUTHEAST FROM HAMPTON STREET, MORE PARTICULARLY DESCRIBED HEREIN, AND AS SHOWN ON PLAT ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE:

EAST 5TH STREET, A 50 FOOT WIDE RIGHT-OF-WAY BEGINNING 225 FEET NORTHWEST OF NORTHWEST LINE OF WIEHL STREET, AND EXTENDING NORTHWEST SOME 210 FEET BETWEEN PARALLEL LINES TO THE NORTHWEST LINE OF HAMPTON STREET. SAID STREET SEPARATES LOTS 29-32 AND PART OF 33, BLOCK 2, WIEHL AND PATTEN'S ADDITION NO. 2, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, R.O.H.C., FROM LOTS 8-11 AND PART OF 7, CITY WATER COMPANY'S ADDITION ON FORD WOOD, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 49, R.O.H.C. HAMPTON STREET, BEGINNING ON THE NORTHEAST LINE OF EAST 5TH STREET 425 FEET NORTHWEST OF THE INTERSECTION OF THE NORTHEAST LINE OF EAST 5TH STREET WITH THE

NORTHWEST LINE OF WIEHL STREET, THENCE NORTHWEST SOME 10 FEET WITH EAST 5TH STREET, THENCE NORTHEAST 164 FEET, THENCE NORTHWEST SOME 7 FEET, THENCE NORTHEAST 100 FEET TO THE SOUTHWEST LINE OF EAST 4TH STREET, THENCE SOUTHEAST SOME 17 FEET WITH EAST 4TH STREET, THENCE SOUTHWEST 264 FEET TO THE NORTHEAST LINE OF EAST 5TH STREET, THE POINT OF BEGINNING. SAID STREET SEPARATES LOTS 4 AND 13, BLOCK 1, TATE'S ADDITION TO THE CITY OF CHATTANOOGA, NOT RECORDED, FROM LOTS 21 AND 37, BLOCK 2, WIEHL AND PATTEN'S ADDITION NO. 2, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 1, PAGE 41, R.O.H.C.

BEING PART OF THE SAME PROPERTY CONVEYED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, BY ORDINANCE NO. 9460 OF RECORD IN BOOK 3798, PAGE 190, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO THE STATE OF TENNESSEE, ON BEHALF OF THE UNIVERSITY OF TENNESSEE, BY DEED OF RECORD IN BOOK 3914, PAGE 759, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

S. <u>Fillauer Building</u>
930 East 3rd Street, Chattanooga, TN
Tax ID 146A H 005
(Cmt. #1103817-32)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

LOTS NOS. ONE (1), TWO (2), THREE (3), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), AND TWENTY (20), IN BLOCK NO. ONE (1), OF WIEHL AND PATTEN'S ADDITION #2, AS SHOWN BY PLAT RECORDED IN PLAT BOOK 1, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM HAMILTON COUNTY, TENNESSEE, A POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE, OF RECORD IN BOOK 2417, PAGE 267, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

T. <u>Parking Lot</u>
116 Central Avenue, Chattanooga, TN
Tax ID 146A K 020
(Cmt. #1103817-33)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING LOT NO. 2 OF REVISED PLAT ERLANGER AT CENTRAL AVENUE, OF RECORD IN PLAT BOOK 81, PAGE 14, AS REVISED IN PLAT BOOK 81, PAGE 97, REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE DETAILED DESCRIPTION.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEEDS FROM RETROLENTAL ENTERPRISES, A TENNESSEE GENERAL PARTNERSHIP, OF RECORD IN BOOK 2813, PAGE 29; FROM H. J. EPSTEIN, JR., UNMARRIED, OF RECORD IN BOOK 2813, PAGE 31; FROM CHARLES M. BRYANT, JR. AND WIFE, JOYCE BRYANT, OF RECORD IN BOOK 2813, PAGE 33; FROM SAM JAFFE, TRUSTEE, OF RECORD IN BOOK 2813, PAGE 68; FROM DAISY L. BROWN, DECLARING THAT I AM THE SURVIVING WIDOW OF LESTER BROWN, DECEASED, OF RECORD IN BOOK 2819, PAGE 971; FROM FRED E. WHEAT, JR., OF RECORD IN BOOK 2821, PAGE 876; AND FROM MARJORIE R. MOORE, UNMARRIED, OF RECORD IN BOOK 2874, PAGE 717, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

U. <u>Ronald McDonald House</u>
200 Central Avenue, Chattanooga, TN
Tax ID 146A L 001
(Cmt. #1103817-34)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

TRACT 1:

LOT NINE (9), BLOCK ONE (1), CITICO CITY ADDITION, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 26, OF THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

SAID LOT FRONTS 35 FEET ON THE SOUTH LINE OF GARFIELD STREET AND EXTENDS BACK SOUTHWARDLY A DISTANCE OF 132 FEET.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM A TEN (10) FOOT STRIP OFF THE SOUTH END OF SAID LOT WHICH IS RESERVED AND DEDICATED FOR ALLEY PURPOSES.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE CORPORATION, BY DEED FROM MARTIN A. GHIDEN AND WIFE, RITA E. GHIDEN, OF RECORD IN BOOK 2767, PAGE 337, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 2:

LOT TWENTY-TWO (22), BLOCK ONE (1), CITICO CITY ADDITION, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 26, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED ANY PART WITHIN THE RIGHT OF WAY OF CENTRAL AVENUE (FORMERLY EAST END AVENUE).

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM LAWSON SPIRES WHITAKER, BEING ONE AND THE SAME AS L. SPIRES WHITAKER, AND WIFE FLOWERREE PATTEN WHITAKER, OF RECORD IN BOOK 2864, PAGE 522, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 3:

THE EAST NINETY (90) FEET OF LOTS NOS. TWENTY-THREE (23) AND TWENTY-FOUR (24), OF BLOCK ONE (1), CITICO CITY ADDITION TO CHATTANOOGA, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 26, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

ACCORDING TO SAID PLAT, SAID PARTS OF LOTS FORM ONE TRACT, FRONTING 90 FEET ON THE NORTHERN LINE OF EAST 3RD STREET, FORMERLY HARRISON AVENUE, AND EXTENDING NORTHWARDLY, BETWEEN PARALLEL LINES, 90 FEET TO THE SOUTHERN LINE OF LOT NO. 22, IN SAID BLOCK.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM MILLIGAN-REYNOLDS GUARANTY TITLE AGENCY INC., A TENNESSEE CORPORATION, AS TRUSTEE, OF RECORD IN BOOK 2879, PAGE 199, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 4:

THE WEST 45 FEET OF LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24), BLOCK ONE (1), CITICO CITY, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 26, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

ACCORDING TO SAID PLAT, SAID PART OF LOTS FORM ONE TRACT OF GROUND FRONTING 90 FEET ON THE EAST LINE OF CENTRAL AVENUE, AND EXTENDING BACK EASTWARDLY, BETWEEN PARALLEL LINES, ALONG THE NORTH LINE OF EAST THIRD STREET 45 FEET.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM ARVIN H. REINGOLD, TRUSTEE, OF RECORD IN BOOK 2929, PAGE 360, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 5:

LOTS NINETEEN (19), TWENTY (20) AND TWENTY-ONE (21), BLOCK ONE (1), CITICO CITY, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 26, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM RICHARD S. LASKY AND WIFE, NENA LEIGH G. LASKY, OF RECORD IN BOOK 2943, PAGE 81, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.
TRACT 6:

BEING LOT NUMBER EIGHTEEN IN BLOCK NUMBER ONE (1), CITICO CITY, AS SHOWN BY PLAT NOW FOUND OF RECORD IN REGISTER'S PLAT BOOK 2, PAGE 26, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

SAID LOT FRONTS 35 FEET ON THE NORTH SIDE OF HARRISON AVENUE AND RUNS BACK NORTHWARDLY, OF UNIFORM WIDTH, A DISTANCE OF 132 FEET.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM JENNIE M. WINSETT, OF RECORD IN BOOK 2961, PAGE 288, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

V. Vacant Parcel
1116 Garfield Street, Chattanooga, TN

Tax ID 146A L 005
(Cmt. #1103817-35)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

TRACT 1:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:
LOTS NOS. FIVE (5) AND SIX (6), BLOCK ONE (1), CITICO CITY, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 26, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

ACCORDING TO SAID PLAT, SAID LOTS TOGETHER FORM ONE TRACT OF GROUND FRONTING 70 FEET ON THE SOUTHERN LINE OF GARFIELD AVENUE AND EXTENDING SOUTHWARDLY, BETWEEN PARALLEL LINES, TO THE NORTHERN LINE OF LOTS NOS. 14 AND 15 OF SAID BLOCK.

EXCEPT THEREFROM THE SOUTH 10 FEET OF SAID LOTS USED AS AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM RUTH L. WOOD, OF RECORD IN BOOK 2823, PAGE 612, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TRACT 2:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:
LOT FOUR (4), BLOCK ONE (1), CITICO CITY ADDITION TO THE CITY OF CHATTANOOGA, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 26, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

EXCEPTING THEREFROM THE SOUTH TEN (10) FEET DEDICATED FOR ALLEYWAY PURPOSES BY INSTRUMENT RECORDED IN BOOK F, VOLUME 10, PAGE 648, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO CHATTANOOGA NEIGHBORHOOD ENTERPRISES, INC., A TENNESSEE CORPORATION, BY DEED OF RECORD IN BOOK 3466, PAGE 55, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM MINERVA WARE ROSS, FORMERLY MINERVA WARE

DONLEY, UNMARRIED, OF RECORD IN BOOK 2840, PAGE 476, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

W. Vacant Parcel
1116 East 3rd Street, Chattanooga, TN
Tax ID 146A M 003
(Cmt. #1103817-36)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

BEING LOTS NUMBERS TEN (10) AND ELEVEN (11), BLOCK ONE (1), SUNRISE TERRACE, GRADY AND MCGHEE SUBDIVISION, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 7 PAGE 23, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM WALTER F. WILLIAMS, EXECUTOR UNDER THE ESTATE OF LUCINDA P. JONES AND UNDER THE ESTATE OF JOSEPHINE WEST PICKETT, ACTING PURSUANT TO THE LAST WILL AND TESTAMENT OF LUCINDA P. JONES, DECEASED, DATED JUNE 3, 1992, AND UNDER THE LAST WILL AND TESTAMENT OF JOSEPHINE WEST PICKETT, DECEASED, DATED MAY 2, 1989, AND EXERCISING THE POWER AND AUTHORITY VESTED IN HIM BY PROBATE CAUSE #P-8714 AND PROBATE CAUSE #P-8592, IN THE CHANCERY COURT OF HAMILTON COUNTY, TENNESSEE, OF RECORD IN BOOK 4798, PAGE 346, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

X. Erlanger East
1747 Gunbarrel Road, Chattanooga, TN
Tax IDs 158D G 027, 158D G 027.01 (imp), 158D G 027.02 (imp)
(Cmt. #1103817-37)

[NOTE: Chattanooga-Hamilton County Hospital Authority, a Governmental hospital authority, is owner of Land Only; Chatt East, LLC, an Alabama limited liability company, is owner of Improvements Only]

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

BEING LOT 2 OF FINAL PLAT OF THE ERLANGER EAST CAMPUS – LOTS 2 & 3, AS SHOWN ON PLAT RECORDED IN BOOK 70, PAGE 178, IN THE REGISTER'S OFFICE OF

HAMILTON COUNTY, TENNESSEE, , TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENT HOSPITAL AUTHORITY, BY DEEDS FROM JAMES C. HUDSON, JR. AND WIFE, SHARON D. HUDSON, OF RECORD IN BOOK 3553, PAGE 712; AND FROM JERRY L. HAGAN AND WIFE, PEGGY F. HAGAN; AND JOHN A. SOPER, SINGLE, AS TENANTS IN COMMON, OF RECORD IN BOOK 3935, PAGE 257, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO MEMORIAL HOSPITAL DIVISION SISTERS OF CHARITY OF NAZARETH HEALTH SYSTEM, INC., A KENTUCKY NON-PROFIT CORPORATION, BY DEED FROM CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENT HOSPITAL AUTHORITY, AN UNDIVIDED ONE-HALF (1/2) INTEREST, OF RECORD IN BOOK 4455, PAGE 432, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO MEMORIAL HOSPITAL DIVISION NAZARETH HEALTH INC., A KENTUCKY NON-PROFIT CORPORATION, BY DEED FROM CHATTANOOGA HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, AN UNDIVIDED ONE-HALF (1/2) INTEREST, OF RECORD IN BOOK 5088, PAGE 461, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM MEMORIAL HEALTH CARE SYSTEM, INC., A KENTUCKY NON-PROFIT CORPORATION, SUCCESSOR BY NAME CHANGE TO NAZERETH HEALTH, INC., A KENTUCKY NON-PROFIT CORPORATION, AS IDENTIFIED IN THE PRIOR DEEDS AS MEMORIAL HOSPITAL DIVISION NAZARETH HEALTH, INC., AND MEMORIAL HOSPITAL DIVISION SISTERS OF CHARITY OF NAZARETH HEALTH SYSTEM, INC., OF RECORD IN BOOK 5640, PAGE 1, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

ALSO BEING A PART OF THE IMPROVEMENTS ONLY PROPERTY CONVEYED TO CHATT EAST, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, BY DEEDS FROM CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE NON-PROFIT CORPORATION D/B/A ERLANGER HEALTH SYSTEM, OF RECORD IN BOOK 9695, PAGE 791; AND IN BOOK 9695, PAGE 796, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

Y. EMS Building
7233 Crane Road, Chattanooga, TN
Tax ID 158D G 027.04

(Cmt. #1103817-38)

[NOTE: Chattanooga-Hamilton County Hospital Authority, a Governmental hospital authority, is owner of Land Only; Chatt East, LLC, an Alabama limited liability company, is owner of Improvements Only]

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

BEING LOT 1 OF FINAL PLAT - ERLANGER EAST CAMPUS, AS SHOWN ON PLAT RECORDED IN BOOK 61, PAGE 247, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENT HOSPITAL AUTHORITY, BY DEEDS FROM JAMES C. HUDSON, JR. AND WIFE, SHARON D. HUDSON, OF RECORD IN BOOK 3553, PAGE 712; AND FROM JERRY L. HAGAN AND WIFE, PEGGY F. HAGAN; AND JOHN A. SOPER, SINGLE, AS TENANTS IN COMMON, OF RECORD IN BOOK 3935, PAGE 257, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO MEMORIAL HOSPITAL DIVISION SISTERS OF CHARITY OF NAZARETH HEALTH SYSTEM, INC., A KENTUCKY NON-PROFIT CORPORATION, BY DEED FROM CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENT HOSPITAL AUTHORITY, AN UNDIVIDED ONE-HALF (1/2) INTEREST, OF RECORD IN BOOK 4455, PAGE 432, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO MEMORIAL HOSPITAL DIVISION NAZARETH HEALTH INC., A KENTUCKY NON-PROFIT CORPORATION, BY DEED FROM CHATTANOOGA HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, AN UNDIVIDED ONE-HALF (1/2) INTEREST, OF RECORD IN BOOK 5088, PAGE 461, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA HAMILTON COUNTY HOSPITAL AUTHORITY, A GOVERNMENTAL HOSPITAL AUTHORITY, BY DEED FROM MEMORIAL HEALTH CARE SYSTEM, INC., A KENTUCKY NON-PROFIT CORPORATION, SUCCESSOR BY NAME CHANGE TO NAZERETH HEALTH, INC., A KENTUCKY NON-PROFIT CORPORATION, AS IDENTIFIED IN THE PRIOR DEEDS AS MEMORIAL HOSPITAL DIVISION NAZARETH HEALTH, INC., AND MEMORIAL

HOSPITAL DIVISION SISTERS OF CHARITY OF NAZARETH HEALTH SYSTEM, INC., OF RECORD IN BOOK 5640, PAGE 1, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

ALSO BEING A PART OF THE IMPROVEMENTS ONLY PROPERTY CONVEYED TO CHATT EAST, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, BY DEEDS FROM CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, A TENNESSEE NON-PROFIT CORPORATION D/B/A ERLANGER HEALTH SYSTEM, OF RECORD IN BOOK 9695, PAGE 791; AND IN BOOK 9695, PAGE 796, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

Soddy Daisy, Hamilton County, Property:

Z. Soddy Daisy Medical Center
9448 Dayton Pike, Soddy Daisy, TN
Tax ID 066 011.02
(Cmt. #1103817-11)

The land referred to herein below is situated in the County of Hamilton, State of Tennessee, and described as follows:

SITUATE IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING LOT 1A, AS SHOWN ON REVISED PLAT OF LOTS 1 & 2, RECO SUBDIVISION, OF RECORD IN BOOK 81, PAGE 159, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED BY THE FOLLOWING, ALL OF RECORD IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE:

1. DEED TO STATE OF TENNESSEE, IN BOOK 5013, PAGE 38; AND

2. DEED TO WALGREEN CO., AN ILLINOIS CORPORATION, IN BOOK 7856, PAGE 683.

BEING PART OF THE SAME PROPERTY CONVEYED TO CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, BY DEED FROM HR ACQUISITION I CORPORATION, A MARYLAND CORPORATION, OF RECORD IN BOOK 5610, PAGE 41, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

Exhibit G

Major Services Lines

1. Cancer
2. Cardiovascular (including cardiac surgery)
3. Pulmonology
4. Neuroscience (including neurologic surgery)
5. Orthopaedics (including orthopaedic surgery)
6. Neonatology
7. General Surgery
8. Trauma/Emergency Medicine
9. Urology (including urologic surgery)
10. Obstetrics and Gynecology
11. Pediatric Surgery

Exhibit H

Form of Amended and Restated Charter of Erlanger Health

[Attached]

CERTIFICATE

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Sections 48-60-101 and 48-60-102 of the Tennessee Nonprofit Corporation Act (the "Act") and in accordance with the provisions of Sections 48-60-105 and 48-60-106 of the Act, Erlanger Health (the "Corporation"), organized and existing under and by virtue of the provisions of the Act and all amendments thereto, does hereby submit for filing the attached Amended and Restated Charter of the Corporation (the "Amended and Restated Charter").

1. The name of the Corporation is Erlanger Health.

2. The entire text of the Charter of the Corporation is amended and restated in its entirety by replacing it with the attached Amended and Restated Charter.

3. The Amended and Restated Charter was duly approved and adopted by the Board of Directors of the Corporation at a meeting held on the [•] day of [•], 202[•].

4. The Corporation has no members.

5. No approval of the Amended and Restated Charter was required by any other person.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this [•] day of [•], 202[•].

ERLANGER HEALTH

_____

Jim Coleman, Jr.,
President and Chief Executive Officer

AMENDED AND RESTATED CHARTER
OF
ERLANGER HEALTH

Pursuant to and in accordance with the provisions of the Tennessee Nonprofit Corporation Act, Tenn. Code Ann. §§ 48-51-101, *et seq*. (the "Act"), the undersigned corporation, organized and existing under and by virtue of the provisions of the Act and all amendments thereto, for the purpose of adopting this Amended and Restated Charter (the "Charter"), does hereby submit the following:

ARTICLE I
NAME

The name of the corporation is Erlanger Health (the "Corporation").

ARTICLE II
NONPROFIT PUBLIC BENEFIT CORPORATION

The Corporation is a Tennessee nonprofit public benefit corporation organized under the Act. It is intended that the Corporation shall have the status of a corporation that is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future federal tax code (the "Code"), as an organization described in Section 501(c)(3) thereof.

ARTICLE III
DURATION OF EXISTENCE

The duration of the Corporation is perpetual.

ARTICLE IV
REGISTERED AGENT AND REGISTERED OFFICE

The name of the Corporation's current registered agent and the complete address of the Corporation's current registered office, including county, in the State of Tennessee is:

National Registered Agents, Inc.
300 Mountvue Road
Knoxville, Tennessee 37909-5546
Knox County

ARTICLE V
PRINCIPAL OFFICE

The complete address, including county, of the Corporation's current principal office and the Corporation's current mailing address and business email address are:

975 East 3rd Street
Chattanooga, Tennessee 37403-2173
Hamilton County
Jeffrey.Woodard@erlanger.org

ARTICLE VI
PURPOSES

The Corporation is irrevocably dedicated to, and is organized and shall be administered and operated exclusively for, charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Code. Without limiting the foregoing, the principal purposes for which the Corporation is organized, and the businesses and objects to be carried on and promoted by it, are:

A. To promote the health of communities through the ownership and operation of a multi-hospital health system to provide high quality, comprehensive healthcare services to the people of Tennessee and the surrounding states;

B. In furtherance of the Corporation's ongoing commitment to Hamilton County, Tennessee pursuant to the terms and provisions of that certain Mission Agreement dated as of [Month] [Day], 202[•], by and among the Corporation, the Chattanooga-Hamilton County Hospital Authority, and Hamilton County, Tennessee (the "Erlanger Mission Agreement"),

i. To maintain the historic mission of the Erlanger Baroness Hospital and the Children's Hospital at Erlanger as a Teaching Hospital, Regional Referral Center and Safety Net Provider (as each such term is defined in the Erlanger Mission Agreement);

ii. To maintain a policy of providing charity care to the underserved population consistent with similarly situated tax-exempt Safety Net Providers in Tennessee (as such term is defined in the Erlanger Mission Agreement);

iii. To continue providing emergency services and utilize Reasonable Efforts (as such term is defined in the Erlanger Mission Agreement) to maintain its status as a Level I trauma center in Tennessee;

iv. To maintain its Children's Hospital and pediatric emergency services and utilize Reasonable Efforts (as such term is defined in the Erlanger Mission Agreement) to maintain its Level IV neonatal intensive care unit designation in Tennessee;

v. To continue participating in the traditional, fee-for-services model of Medicare and Medicaid programs and maintain the necessary licenses for the Corporation's general acute care hospitals to participate in the Medicare and Medicaid programs;

vi. To continue to use the "Erlanger" name;

vii. To continue operating Erlanger Health System as a Teaching Hospital (as such term is defined in the Erlanger Mission Agreement) with programs for the education and training of health professionals. The scope and scale of these programs shall be subject to the federal and state funding available for such programs;

C. To carry out such other activities that support or further the charitable, scientific, and educational purposes of the Corporation, including without limitation (i) enhancing the accessibility, quality, and cost-effectiveness of healthcare services provided to the communities served by the Corporation, (ii) encouraging and participating in activities

designed and carried on to provide and improve the general public health and health of patients served by the Corporation, (iii) conducting health education and other health promotion activities, (iv) promoting and conducting research activities, including scientific research studies relating to the diagnosis, treatment, and cure of human disease and infirmity, (v) promoting, supporting, and facilitating the instruction and training of medical and nursing students, physician residents, and other healthcare providers, (vi) engaging in fundraising activities, (vii) fostering and facilitating civic involvement, (viii) having ownership or membership in other organizations, including subordinate, subsidiary, or joint venture organizations engaged in any of the foregoing or furthering such purposes; and (ix) owning, acquiring, managing, operating, leasing, or otherwise dealing with all property, real and personal, to be used in furtherance of such purposes;

D. To solicit, collect, receive, accumulate, invest, administer, and disburse funds in such a manner as will, in the sole discretion of the Board of Directors of the Corporation, most effectively operate to further the charitable, scientific, and educational purposes that qualify under Section 501(c)(3) of the Code; and

E. To engage and participate in all other related activities permitted under the Act that are not inconsistent with this Charter.

ARTICLE VII
POWERS AND LIMITATIONS

In carrying out the purposes of the Corporation set forth in Article VI hereof, the Corporation shall have all the powers granted by the laws of the State of Tennessee, including those set forth in Tenn. Code Ann. § 48-53-102; provided, however, the powers of the Corporation shall be subject to the following terms, provisions, and/or limitations:

A. In carrying out the Corporation's charitable purposes of promoting health for a broad cross section of the communities served by the Corporation, the Corporation will:

i. Cause each of its hospitals to provide quality healthcare and health services to all persons needing care without regard to race, creed, color, religion, national origin, citizenship, sex, disability, age, insurance coverage, or ability to pay;

ii. Act consistently with the charity care and financial assistance policies of the Corporation to ensure that quality care services are available and provided to all members of the communities served by the Corporation and that no individual is denied care based on the individual's financial status or inability to pay for the full cost of services;

iii. Participate in Medicare and Medicaid programs to the extent permitted by applicable law;

iv. Accept all emergency patients without regard to ability to pay;

v. Maintain an open medical staff except where a hospital approved exception has occurred;

vi. Provide public health programs of educational benefit and generally promote public health, wellness, and welfare to the communities served by the Corporation; and

iv. Ensure compliance with the requirements of Section 501(r) of the Code, as applicable to the Corporation and its hospitals, subject, in each case, to changes in governmental law, policy, or regulation.

B. No part of the net earnings of the Corporation shall inure to the benefit of any individual (except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes in accordance with the applicable federal tax law governing organizations described in Section 501(c)(3) of the Code). No substantial or material part of the activities of the Corporation shall be devoted to carrying on propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

C. Notwithstanding any other provision of this Charter, the Corporation shall not carry on any activity not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(a) of the Code and more particularly described in Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Sections 170(c)(2), 642(c), 2055, or 2522 of the Code.

D. Unless explicitly provided otherwise in writing by a testator or donor, a gift or contribution to the Corporation will not create an "endowment fund" (as such term is defined in Section 202 of the Tennessee Uniform Prudent Management of Institutional Funds Act, Tenn. Code Ann. §§ 35-10-201, *et seq*. ("UPMIFA")); therefore, absent any such explicit, written restrictive provision by a testator or donor, the Corporation's expenditure or accumulation of gifts or contributions made to or received by it shall not be subject to UPMIFA, including, but not limited to, the endowment expenditure and accumulation restrictions set forth in Section 204 of UPMIFA.

E. Notwithstanding any other provisions in this Charter, in the event the Corporation is a private foundation within the meaning of Section 509 of the Code, the Corporation shall be subject to the following restrictions and prohibitions:

1. The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code.

2. The Corporation will distribute its income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code.

3. The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code.

4. The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code.

5. The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE VIII
MEMBERS

The Corporation will not have members.

ARTICLE IX
BOARD OF DIRECTORS

Except as may otherwise be provided in this Charter or the Bylaws of the Corporation, the affairs of the Corporation shall be managed and controlled by a Board of Directors. The number, manner of selection, duties, terms, qualifications, and other matters relating to the Board of Directors of the Corporation shall be as provided in the Bylaws of the Corporation. The Bylaws of the Corporation shall be adopted by the Board of Directors, and thereafter the Corporation shall be governed by such Bylaws and this Charter, each as may be amended or amended and restated from time to time.

ARTICLE X
LIABILITY OF DIRECTORS

To the fullest extent that the law of the State of Tennessee as it exists on the date hereof or as it may hereafter be amended permits the limitation or elimination of the liability of members of the Board of Directors of the Corporation (individually, a "Director" and, collectively, "Directors"), no Director of the Corporation shall be personally liable to the Corporation for monetary damages for breach of fiduciary duty as a Director; provided, however, that this provision is not intended to eliminate or limit the liability of a Director if a judgment or other final adjudication adverse to the Director establishes his or her liability for (i) any breach of a Director's duty of loyalty to the Corporation, (ii) any acts or omissions not taken in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) willful, wanton, or gross negligence; (iv) any unlawful distributions under Tenn. Code Ann. § 48-58-302; (v) knowingly engaging in any conduct creating an excess benefit, as such term is defined in the Code and applicable United States Treasury Regulations ("Treasury Regulations"), to such Director; (vi) knowingly engaging in any act of direct or indirect prohibited self-dealing, as such term is defined in the Code and applicable Treasury Regulations; (vii) knowingly acting in manner resulting in any private inurement or any impermissible private benefit to such Director; or (viii) any penalty imposed on such Director under Sections 4958 or 4965 of the Code. If either the Act or the Code is amended after approval of this Charter to authorize or restrict corporate action further limiting or eliminating the personal liability of Directors, then the liability of a Director of the Corporation shall be deemed to be limited, eliminated, or increased to the fullest extent permitted by the more restrictive or expansive provisions of the Act or Code, as either shall be amended from time to time. No amendment or repeal of this Article X and no amendment to the Act, Tennessee law, or the Code shall adversely affect the rights and protections afforded to a Director of the Corporation under this Article X for acts or omissions occurring prior to such amendment or repeal.

ARTICLE XI
INDEMNIFICATION

A. The Corporation shall indemnify, and upon request shall advance expenses to, in the manner and to the full extent permitted by law, any officer or Director (or the estate of any such person) who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a Director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "Indemnitee"). To the full extent permitted by law,

the indemnification and advances provided for herein shall include expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement. The rights to indemnification and advancement of expenses set forth above are intended to be greater than those which are otherwise provided for in the Act, are contractual between the Corporation and the person being indemnified, his or her heirs, executors and administrators, and are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the Act, as amended from time to time.

B. Notwithstanding the foregoing, the Corporation shall not indemnify any such Indemnitee (1) in any proceeding by the Corporation against such Indemnitee; or (2) if a judgment or other final adjudication adverse to the Indemnitee establishes his or her liability for (i) an intentional infliction of harm, (ii) an intentional violation of criminal law, (iii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iv) any breach of the Director' or officer's duty of loyalty to the Corporation; (v) any unlawful distributions under Tenn. Code Ann. § 48-58-302; (vi) knowingly engaging in any conduct creating an excess benefit, as such term is defined in the Code and applicable Treasury Regulations, to such Director or officer or resulting in the receipt of a financial benefit to which such Director or officer is not entitled; (vii) knowingly engaging in any act of direct or indirect prohibited self-dealing, as such term is defined in the Code and applicable Treasury Regulations; (viii) knowingly acting in a manner resulting in any private inurement or any impermissible private benefit to such officer or Director; or (ix) any penalty imposed on such Director or officer under Section 4958 or 4965 of the Code.

C. The indemnification provided herein shall not be deemed to limit the right of the Corporation to indemnify any other person for any such expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement to the full extent permitted by law, both as to action in his or her official capacity and as to action in another capacity while holding such office. The rights to indemnification and advancement of expenses set forth in paragraph XI(A) above are nonexclusive of other similar rights which may be granted by law, this Charter, the Bylaws of the Corporation, a resolution of the Directors, or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized subject to any limitations imposed by the Code to maintain tax-exempt status as an organization described in Section 501(c)(3) of the Code and not be subject to intermediate sanctions under Section 4958 or penalties under Section 4965 or any similar section of the Code.

D. The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him or her.

E. Except as required by the Code to maintain tax-exempt status as an organization described in Section 501(c)(3) of the Code and not be subject to excise taxes, including intermediate sanctions under Section 4958 or penalties under Section 4965 or any similar section of the Code, any repeal or modification of the provisions of this Article XI, either directly or by the adoption of an inconsistent provision of this Charter, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification. In addition, if an amendment to the Act limits or restricts in any way the indemnification rights permitted by law as of the effective date of this Charter, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification which occur subsequent to the effective date of such amendment.

ARTICLE XII
SALE OF ASSETS AND DISSOLUTION

Notwithstanding any other provision of this Charter, neither the Corporation nor the Corporation's Board of Directors may dissolve or sell, lease, transfer, exchange, or otherwise dispose of all or substantially all of the assets or operations of the Corporation, directly or indirectly, without first obtaining the approval of (i) the Hamilton County Board of Commissioners, (ii) the Oversight Monitor (as such term is defined in the Erlanger Mission Agreement) for so long as the Oversight Monitor remains in existence, which such approval shall not be unreasonably withheld, conditioned, or delayed, and (iii) the Office of the Tennessee Attorney General and Reporter (the "Tennessee Attorney General"). Further, in the event of the liquidation, dissolution, or winding up of the Corporation, and pursuant to Tenn. Code Ann. § 48-64-101, *et seq*., all of the assets of the Corporation, after the payment of the obligations and liabilities of the Corporation, (i) shall be transferred to one or more nonprofit corporations or associations having a similar or analogous character or purpose to that of the Corporation as may be selected and determined by the Corporation's Board of Directors or, in the event that no such other nonprofit corporation or association exists, to one or more nonprofit corporations or associations as may be selected and determined by the Corporation's Board of Directors; provided, however, that any such transferee must be exempt from federal income taxation under Section 501(a) of the Code and more particularly described in Section 501(c)(3) of the Code and contributions to such nonprofit corporations or associations shall be deductible as charitable contributions by reason of Section 170 of the Code, or (ii) shall be distributed to the federal, state, or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the Chancery Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes.

ARTICLE XIII
AMENDMENT

The provisions of this Charter may be amended, altered, or repealed and/or a new or restated charter may be adopted from time to time by a majority vote of the entire Board of Directors of the Corporation present at any annual, regular, or specially-called meeting of the Corporation's Board of Directors pursuant to the provisions of the Act; provided, however, that the notice of any such meeting shall state that the purpose, or one (1) of the purposes, of the meeting is to amend or restate the Charter or to adopt a new charter and also shall contain a description of the amendment(s), restatement, and/or new charter to be considered. Notwithstanding any other provision of this Charter or anything else to the contrary, (i) the provisions of this Charter shall not be changed, modified, repealed or expanded in such a manner as to be inconsistent with the purposes for which the Corporation is formed, or to jeopardize the Corporation's federal tax-exempt status under Section 501(a) of the Code as more particularly described in Section 501(c)(3) of the Code (or any amendments or successor provisions thereto), (ii) the provisions of this Charter (other than Article IV and Article V hereof) shall not be changed, modified, repealed or expanded without first obtaining the approval of the Hamilton County Board of Commissioners, and (iii) Articles II, VI, VII, VIII, IX, XII, and XIII hereof shall not be changed, modified, repealed, or expanded without first (A) obtaining the approval of the Oversight Monitor (as such term is defined in the Erlanger Mission Agreement) for so long as the Oversight Monitor remains in existence, which such approval shall not be unreasonably withheld, conditioned, or delayed, and (B) seeking a Request for Approval (as such term is defined in the Erlanger Mission Agreement) from the Tennessee Attorney General.

ARTICLE XIV
EFFECTIVE DATE

This Charter shall be effective as of the [•] day of [•], 202[•], which is not later than the ninetieth (90th) day after the date this document is filed by the Tennessee Secretary of State.

Dated as of this [•] day of [•], 202[•].

ERLANGER HEALTH

_____
Jim Coleman, Jr.,
President and Chief Executive Officer

Exhibit I
Form of Deed Rider

[Attached]

THIS INSTRUMENT PREPARED BY:
WALLER LANSDEN DORTCH & DAVIS, LLP
511 Union St., Ste. 2700
Nashville, TN 37219
Attn: Jeffrey A. Calk, Esq.

1. SPECIAL WARRANTY DEED

Address New Owner(s):	Send Tax Bills To:	Map/Parcel Numbers:
_____ _____ _____	Same	Map ____, Parcel ____

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, a Tennessee non-profit, public benefit corporation[1] (the "Grantor"), has bargained and sold, and hereby transfers and conveys, to ERLANGER HEALTH, a Tennessee non-profit, public benefit corporation[2] (the "Grantee"), certain real property in Hamilton County, Tennessee, more particularly described on **Exhibit A** attached hereto, together with all rights and appurtenances pertaining to such real property and all improvements, structures and fixtures now constructed and completed or under construction on the real property (collectively, the "Property").

The Property is conveyed subject to (a) those covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public records, and (b) that certain right of reconveyance in favor of Hamilton County, Tennessee more particularly set forth in **Exhibit B** attached hereto and incorporated herein.

TO HAVE AND TO HOLD said Property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantee, its successors and assigns, forever.

This is improved property known as [INSERT ADDRESSES OF PROPERTIES].

Grantor covenants and binds itself, its successors and assigns to warrant specially and defend to Grantee, its successors and assigns, forever the title to said Property against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

[1] Note: Final deeds may need to address alternative name used for Grantor including DBA references in the latest vesting deed.
[2] Note: Grantee may be changes to an affiliate of Erlanger Health. TBD.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument or has caused same to be executed as of the ____ day of _____, 2023.

GRANTOR:

CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, a Tennessee non-profit, public benefit corporation

By:_____
Name:_____
Title:_____

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, _____, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY, a Tennessee non-profit, public benefit corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this ___ day of _____, 2022.

_____
Notary Public

My Commission Expires:

_____

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

The actual consideration for this transfer or value of property transferred (whichever is greater) is $_____.

_____
Affiant

Sworn to and subscribed before me this _____ day of _____, 2022.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

Legal Description

[to be inserted at before Closing]

EXHIBIT B

Right of Reconveyance

WHEREAS, Grantor, Grantee, Erlanger MergeCo, LLC, a Tennessee nonprofit limited liability company ("MergeCo"), and Hamilton County, Tennessee (the "County") are parties to that certain Mission Agreement, dated _____, 2022 (the "Mission Agreement").

WHEREAS, pursuant to Section 2.5 of the Mission Agreement, in exchange for the good and valuable consideration received by Grantee under the Mission Agreement, Grantee agreed that the Property (as defined on page one the Special Warranty Deed to which this Exhibit B is attached) would be encumbered by and subject to a new right of reconveyance in favor of the County, as set out in Section 3.6.4 of the Mission Agreement.

WHEREAS, by recording the Special Warranty Deed to which this Exhibit B is attached, Grantor does hereby grant to the County the following described new right of reconveyance and Grantee does hereby agree that the Property is conveyed by Grantor to Grantee subject to such new right of reconveyance in favor of the County.

New Right of Reconveyance in Favor of the County for Breach of Missional Covenants

(a) In the event that Grantee or one or more of its subsidiaries or Affiliates (as defined in the Mission Agreement), in their operation of the Health System (as defined in the Mission Agreement), breaches a Missional Covenant (as defined in the Mission Agreement) (each such event, a "Triggering Event"), then the County shall have the right to require Grantee to reconvey Grantee's fee simple title interest (the "Right of Reconveyance") in the Property.

(b) Upon the occurrence of a Triggering Event, the Right of Reconveyance held by the County shall not occur automatically but shall be subject to the cure, negotiation, mediation and dispute provisions set forth in Section 3.6.2 of the Mission Agreement.

(c) Notwithstanding anything to the contrary herein, if Grantee determines in its reasonable business judgment that a portion of any parcel comprising a part of the Property should be sold or ground leased on a long-term basis (other than the fee simple sale or ground lease of the land which is within the footprint of any vertical improvements constituting Erlanger Baroness Hospital or Children's Hospital at Erlanger located on the Original Main Campus (as defined in the Mission Agreement) to either (i) a third party in which neither Grantee nor any of its Affiliates has an equity interest or (ii) an entity which is not a wholly-owned subsidiary of Grantee or its Affiliates but in which Grantee or any of its Affiliates has a non-controlling equity interest, Grantee may request in writing that the County waive and release its Right of Reconveyance in such parcel which is to be sold or ground leased on a long-term basis and the County shall not unreasonably withhold, delay or deny its consent to the requested release or waiver so long as continued ownership by Grantee of such parcel to be released is not deemed essential to the operations of Erlanger Baroness Hospital or the Children's Hospital at Erlanger and such sale or ground lease will not otherwise adversely affect Grantee's ability to comply

with its Covenants (as defined in the Mission Agreement) and the other Definitive Agreements (as defined in the Mission Agreement).

DISCLOSURE SCHEDULE

DATED AS OF AUGUST 29, 2022

TO

MISSION AGREEMENT

BY AND AMONG

CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY,

ERLANGER HEALTH

AND

HAMILTON COUNTY, TENNESSEE

This Disclosure Schedule is delivered pursuant to that certain Mission Agreement, dated as of August 29, 2022 (the "Agreement"), by and among Chattanooga-Hamilton Hospital Authority, a Tennessee non-profit, public benefit corporation (the "Authority"), Erlanger Health, a Tennessee non-profit public benefit corporation ("EH"), and Hamilton County, Tennessee (the "County"). The Authority and EH are each referred to individually herein as a "Party" and, collectively, as the "Parties."

Capitalized terms used in this Disclosure Schedule but not otherwise defined herein have the meanings ascribed to such terms in the Agreement.

The headings, if any, of the individual schedules are inserted for convenience only and shall not be deemed to constitute a part of this Disclosure Schedule or a part of the Agreement. This Disclosure Schedule is arranged in sections corresponding to those contained in the Agreement, it being understood that neither the listing nor description of any item, matter or document in any Disclosure Schedule nor the furnishing or availability for review of any document will be construed to modify, qualify or disclose an exception to any representation or warranty of any Party made in the Agreement, except to the extent that such representation or warranty specifically refers to such Disclosure Schedule (including reference to the particular section of subsection of the Agreement to which such disclosure relates) and such modification, qualification or exception is clearly described in such Disclosure Schedule.

Information reflected in this Disclosure Schedule is not necessarily limited to matters required by the Agreement to be reflected in this Disclosure Schedule. Such additional information is set forth for informational purposes only and does not necessarily include other matters of a similar nature. Disclosure of such additional information will not be deemed to enlarge or enhance any of the representations or warranties in the Agreement or otherwise alter in any way the terms of the Agreement. This Disclosure Schedule may include brief descriptions or summaries of certain contracts, permits or documents. Such descriptions and summaries do not purport to be comprehensive and are qualified in their entirety by reference to the text of such contract, permit or document.

Nothing in this Disclosure Schedule constitutes an admission of any breach or violation of any contract or Law or of any liability or obligation of the Parties to any third party.

The information in this Disclosure Schedule is being provided solely for the purpose of making the disclosures under the Agreement. In disclosing this information, the Parties do not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.

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Schedule 2.1.2

Directly Assigned Assets

[To be determined.]

Schedule 2.2

Assignment and Assumption of Liabilities

2.2.1. Assumed Liabilities – Erlanger MergeCo, LLC, a Delaware limited liability company

[To be determined.]

2.2.2 Assumed Liabilities – EH

[To be determined.]

Schedule 2.6

Retained Assets and Retained Liabilities

[To be determined.]

Schedule 2.7

Post-Closing Assumed Litigation

1. Docket Number 1:21-cv-00144-TAV-SKL dated June 24, 2021 by Patricia F. Hilton naming the Authority.
2. Docket Number 14C507 dated April 21, 2014 by Linda Wimmer naming the Authority.
3. Docket Number 15C814 dated June 30, 2015 by Miyona Hyter, a minor b/n/f and mother, Brittany Borngne naming the Authority.
4. Docket Number 15C1366 dated November 18, 2015 by Cort Dondero naming the Authority, Accuray Incorporated, Frank Kimsey, M.D., Erlanger Health System Foundations, and Cyberknife of Chattanooga, LLC.
5. Docket Number 16C1210 dated October 18, 2016 by Jefferson Howell naming the Authority, Benjamin C. Smith, M.D., and Emergency Physicians, PC.
6. Docket Number 17C402 dated March 27, 2017 by Ava Nell Witt naming the Authority, Premier Parking of Tennessee, LLC, and Parking Management Company, LLC.
7. Docket Number 19C270 dated February 25, 2019 by Terri Harris naming the Authority, Parking Management Company, LLC, Ana Bowman, and State Farm.
8. Docket Number 19C295 dated March 4, 2019 by Fred M. Pettit, Jr. (husband and surviving spouse of Shirley Pettit) naming the Authority, Kelly Lemmey, R.N., and Jaimee Connor, L.P.N.
9. Docket Number 19C638 dated May 30, 2019 by Bakker Blakele, M.D. naming the Authority.
10. Docket Number 19C877 dated August 2, 2019 by Rodney Steven Price naming the Authority, Anesthesiology Consultants Exchange, P.C., and Louis Oved Chemin, M.D.
11. Docket Number 20C130 dated January 9, 2020 by Mary B. Mills naming the Authority.
12. Docket Number 20C206 dated January 31, 2020 by Thomas P. Wilson, PhD naming the Authority and Larry D. Stone, M.D.
13. Docket Number 20C265 dated February 14, 2020 by Mary Darlene Coles naming the Authority.
14. Docket Number 20C395 dated March 23, 2020 by Tija Paggett naming the Authority and Christine Jeong.
15. Docket Number 20C489 dated April 24, 2020 by Herman Nance b/n/f Oscar Nance naming the Authority.
16. Docket Number 20C669 dated June 22, 2020 by Laura Robinson, surviving spouse of John Wilbur Robinson, naming the Authority.
17. Docket Number 20C683 dated June 23, 2020 by Virginia Dianne Brantley naming the Authority, Malik A. Ibramhim, M.D., Loay Ahmed Muftah, M.D., and Tennessee Interventional and Imaging Associates, PLLC.
18. Docket Number 20C835 dated August 19, 2020 by Rhonda Lane Gilliland naming John V. Golding, III, M.D., FACC, and the Authority.
19. Docket Number 20C868 dated August 31, 2020 by A.G. b/n/f Robert Goff and Melissa Goff naming the Authority.
20. Docket Number 20C1015 dated October 5, 2020 by Genella Strickland naming the Authority.

21. Docket Number 20C1178 dated November 24, 2020 by Ndurache C. Adaba naming the Authority and Lotchia A. Jones.
22. Docket Number 20C1231 dated December 14, 2020 by Kara Johnson naming Leda Rose Belen Phillips, CRNA, Anesthesiology Consultants Exchange, P.C., Oscar D. Salazar, M.D., Lucas Blair, CRNA, Maurine Adams, RT, the Authority, and Entional and Imaging Associates, PLLC.
23. Docket Number 20C1271 dated December 28, 2020 by Mary Katherine Ashburn naming the Authority and Surgical Management Partners, LLC.
24. Docket Number 21C241 dated February 24, 2021 by Jamie Taylor Willis naming Luis Sanabria, M.D., Front Porch Pediatrics, PLLC, Jessica Lange, M.D., UT Urology Erlanger a/k/a UT Urolog, the Authority, and State of Tennessee.
25. Docket Number 21C384 dated April 14, 2021 by James R. Vandergriff naming Erlanger Health Systems, Erlanger Plastic Surgeon Clinic, Erlanger Neurosurgery and Spine, Payash Patel, M.D., and Todd E. Thurston, M.D.
26. Docket Number 21C577 dated June 21, 2021 by Fred Hayward naming the Authority, UT Urology, and Anand Shridharani, M.D.
27. Docket Number 21C697 dated July 27, 2021 by Lois Tindell naming Women's Institute for Specialized Health, the Authority, and Tiffany Few, M.D.
28. Docket Number 21C737 dated August 6, 2021 by Matthew Rohlander, as biological son and next of kin to Patricia Kay Rohland, naming the Authority.
29. Docket Number 21C819 dated September 7, 2021 by Beverly Jean Talley naming the Authority.
30. Docket Number 22C220 dated February 10, 2022 by Janita Herod naming the Authority.
31. Docket Number 22C237 dated February 17, 2022 by Danna Rena Garland naming Stacey Jack McClarty, M.D., Thesiology Consultants Exchange, P.C., Jesse Dotty, M.D., and the Authority.
32. Docket Number 22C563 dated May 24, 2022 by Matthew Rohlander, as biological son and next of kin of Patricia Kay Rohland naming the Authority.
33. Docket Number 22C673 dated June 28, 2022 by Trina Leatese Coker naming the Authority.
34. Docket Number 33CH1-2019-CV-813 dated November 8, 2019 by Amy Speek naming Erlanger Behavioral Health, LLC and Acadia Healthcare Company.
35. [Docket Number 22CVS000326 dated June 27, 2022 by Cherokee Co. and County of Cherokee naming Thompson, James, Calvin, Jr. unknown heirs at law of, Murphy Medical Center, Murphy Medical Center, Inc. and Christopher Wilms.]
36. [Docket Number 20C728 dated July 13, 2020 by Kristan Blair Triplett and Isaiah Triplett, as parent and next of kin of Wilder Drew Triplett naming Emcare Physician Providers, Inc.]
37. [Docket Number 21C637 dated July 9, 2021 by Greyson Demirjian, b/n/f and parents, Scott Demirjian and Lauren Demirjian naming Daniel Brandon Herz, M.D.]

Schedule 5.3.2

Authority Required Consents

1. Hospital Preferred Purchasing Agreement; Amendment to Hospital Provider Agreement - Standard Conditions by and between Erlanger Medical Center and Buyers Healthcare Cooperative, Inc., dated as of March 01, 1997.
2. Employment Subscription Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health Systems and ISO Claims Services, Inc. d/b/a iiX, dated as of February 07, 2008.
3. Allograft Tissue Consignment Agreement by and between Erlanger Health System and LifeNet Health, dated as of November 15, 2007.
4. Clinic Services Renewal Agreement by and between Chattanooga-Hamilton County Hospital Authority and eScreen, Inc., dated as of January 5, 2011.
5. Software Access Agreement by and between Chattanooga-Hamilton County Hospital Authority and eScreen, Inc.
6. ECRI Institute Master Membership Agreement by and between Erlanger Health System and ECRI Institute, dated as of November 1, 2018.
7. Equipment Service Quote # 00059340; Terms and Condition of Service by and between Erlanger Medical Center and Carl Zeiss Meditec, Inc., dated as of October 25, 2019.
8. Beazley Breach Response by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System (Name Insured) and Beazley USA Services, Inc., dated as of December 13, 2021.
9. Hospital Participation Agreement by and between Erlanger Health System and Ohio Children's Hospitals' Solutions for Patient Safety, dated as of January 1, 2022.
10. Declarations for Nonprofit Solution Insurance Policy by and between Erlanger Health System Foundations and Great American Insurance Company, dated as of July 1, 2021.
11. Participating Hospital Agreement by and between Erlanger Health System and Vanderbilt Health Affiliated Network, LLC, dated as of June 23, 2016.
12. Participating Physician Practice Agreement by and between Erlanger Health System and Vanderbilt Health Affiliated Network, LLC, dated as of June 23, 2016.
13. Healthcare Organization Management Liability Policy by and between Chattanooga Hamilton County Hospital Authority d/b/a Erlanger Health System and Atlantic Specialty Insurance Company; Intact Insurance, dated as of December 1, 2021.
14. Miscellaneous Professional Liability Policy by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System (Name Insured) and CRC Insurance Services Inc. (Producer); ACE Fire Underwriters Insurance Company, dated as of February 11, 2022.
15. Governmental Billing Errors and Omissions Insurance Policy by and between Chattanooga-Hamilton County Hospital Authority (Name Insured) and Lloyd's America, Inc.; CRC Insurance Services, Inc.; Hagan, Philip Stephen; Whitboy, Inc. T/A Boyton & Boyton, dated as of November 19, 2021.
16. Consignment Agreement by and between Erlanger Health System and Edwards Lifesciences LLC, dated as of January 29, 2020.
17. Master Services Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Protiviti, Inc., dated as of March 2, 2020.

18. Confidential Price Agreement by and between Erlanger Health System and Boston Scientific, dated as of July 13, 2020.
19. [Forthcoming]

Regulatory Approvals

1. Erlanger Baroness Hospital - Hospital License - Application submitted to Tennessee Department of Health sixty days prior to closing in connection with the change of ownership of the Hospital.
2. Erlanger East Hospital - Hospital License - Application submitted to Tennessee Department of Health sixty days prior to closing in connection with the change of ownership of the Hospital.
3. Erlanger North Hospital - Hospital License - Application submitted to Tennessee Department of Health sixty days prior to closing in connection with the change of ownership of the Hospital.
4. Erlanger Bledsoe Hospital - Hospital License - Application submitted to Tennessee Department of Health sixty days prior to closing in connection with the change of ownership of the Hospital.
5. Erlanger Behavioral Health Hospital - Behavioral Health Hospital License - Notification of transaction submitted to Tennessee Department of Mental Health & Substance Abuse Services.
6. Tennessee Pharmacy Licenses - Submit new license application thirty days prior to closing.
7. Tennessee Lab License - Submit a change form to the Tennessee Medical Laboratory Board Health Licensure and Regulation in connection fifteen days prior to closing.
8. CLIA Certificates (held by Authority in Tennessee) - Notify Office of Health Licensure and Regulation Division of Health Care Facilities via a Disclosure of Ownership Form.
9. Tennessee Radioactive Materials License - Notice letter submitted to Tennessee Department of Environment & Conservation Licensing and Registration thirty days prior to closing.
10. FAA Record - Ownership change submitted to Department of Transportation - Federal Aviation Administration (via Airport Data and Information Portal), recommended ninety days prior to closing.
11. Medicare enrollment - Notify Medicare contractor (Palmetto GBA for both Tennessee and North Carolina) within thirty days of the change of ownership or other information change via CMS-855A (for Part A providers) or CMS-855B (for Part B suppliers) form.
12. Tennessee Medicaid enrollment - For any Medicaid enrollment held by Authority itself (thus meaning the transaction involves a change of tax ID for the provider), new application to be submitted to Tennessee Department of Finance & Administration Bureau of TennCare. Such change must be submitted at least thirty-five days following closing, but recommendation is to provide notice prior to closing. For entities not changing their tax ID in connection with the transaction (subsidiaries/joint ventures), TennCare portal should be updated post-closing.
13. Erlanger Murphy Medical Center - Hospital License - For an upstream ownership change, the State Division of Health Service Regulation does not require an application or notification. However, a courtesy notice is advised following closing.

14. Erlanger Murphy Medical Center - Pharmacy License - New application required to be submitted to North Carolina Board of Pharmacy Office, recommended sixty days prior to closing.
15. Erlanger Murphy Medical Center - North Carolina Attorney General Notification - Submit notification of transaction to North Carolina Attorney General related to disposition of nonprofit corporation at least thirty (recommended sixty) days prior to closing.
16. North Carolina Medicaid - Update information in the North Carolina Medicaid portal within thirty days post-closing.
17. [Forthcoming]

Schedule 5.4

Subsidiaries

Name	Type of Organization	Jurisdiction of Organization	Jurisdiction(s) of Foreign Qualification to Do Business
EN LLC	Limited liability company	Tennessee	-
Cyberknife of Chattanooga, LLC	Limited liability company	Tennessee	-
Erlanger Behavioral Health, LLC	Limited liability company	Tennessee	-
ContinuCare HealthServices, Inc.	Corporation	Tennessee	-
LHCG CXXXIV, LLC	Limited liability company	Tennessee	-
Erlanger Express Care (LLC)	Limited liability company	Georgia	Tennessee
Murphy Medical Center, Inc.	Nonprofit corporation	North Carolina	-
Plaza Surgery Center, GP	General partnership	Tennessee	-
ContinuumRx of East Tennessee, LLC	Limited liability company	Delaware	Tennessee

Section 5.5

Litigation

Post-Closing Assumed Litigation, as disclosed on Schedule 2.7.

Schedule 6.3.2

EH Required Consents

[To be determined.]

Regulatory Approvals

1. Erlanger Baroness Hospital - Hospital License - Application submitted to Tennessee Department of Health sixty days prior to closing in connection with the change of ownership of the Hospital.
2. Erlanger East Hospital - Hospital License - Application submitted to Tennessee Department of Health sixty days prior to closing in connection with the change of ownership of the Hospital.
3. Erlanger North Hospital - Hospital License - Application submitted to Tennessee Department of Health sixty days prior to closing in connection with the change of ownership of the Hospital.
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15. Erlanger Murphy Medical Center - North Carolina Attorney General Notification - Submit notification of transaction to North Carolina Attorney General related to disposition of nonprofit corporation at least thirty (recommended sixty) days prior to closing.
16. North Carolina Medicaid - Update information in the North Carolina Medicaid portal within thirty days post-closing.

Schedule 8.1.1

Required Consents

1. EH Required Consents, as disclosed on Schedule 6.3.2
2. [To be determined.]

DISCLOSURE SCHEDULE

DATED AS OF JUNE 22, 2023

TO

MISSION AGREEMENT

BY AND AMONG

CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY,

ERLANGER HEALTH

AND

HAMILTON COUNTY, TENNESSEE

This Disclosure Schedule is delivered pursuant to that certain Mission Agreement, dated as of August 29, 2022 (the "Agreement"), by and among Chattanooga-Hamilton Hospital Authority, a Tennessee non-profit, public benefit corporation (the "Authority"), Erlanger Health, a Tennessee non-profit public benefit corporation ("EH"), and Hamilton County, Tennessee (the "County"), solely with respect to the oversight and dispute resolution provisions set forth in ARTICLE 3 and ARTICLE 11 therein, respectively. The Authority and EH are each referred to individually herein as a "Party" and, collectively, as the "Parties."

Capitalized terms used in this Disclosure Schedule but not otherwise defined herein have the meanings ascribed to such terms in the Agreement.

The headings, if any, of the individual schedules are inserted for convenience only and shall not be deemed to constitute a part of this Disclosure Schedule or a part of the Agreement. This Disclosure Schedule is arranged in sections corresponding to those contained in the Agreement, it being understood that neither the listing nor description of any item, matter or document in any Disclosure Schedule nor the furnishing or availability for review of any document will be construed to modify, qualify or disclose an exception to any representation or warranty of any Party made in the Agreement, except to the extent that such representation or warranty specifically refers to such Disclosure Schedule (including reference to the particular section of subsection of the Agreement to which such disclosure relates) and such modification, qualification or exception is clearly described in such Disclosure Schedule.

Information reflected in this Disclosure Schedule is not necessarily limited to matters required by the Agreement to be reflected in this Disclosure Schedule. Such additional information is set forth for informational purposes only and does not necessarily include other matters of a similar nature. Disclosure of such additional information will not be deemed to enlarge or enhance any of the representations or warranties in the Agreement or otherwise alter in any way the terms of the Agreement. This Disclosure Schedule may include brief descriptions or summaries of certain contracts, permits or documents. Such descriptions and summaries do not purport to be comprehensive and are qualified in their entirety by reference to the text of such contract, permit or document.

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Schedule 2.1.2

Directly Assigned Assets

1. Transferred Property, as described on Exhibit F of the Mission Agreement.

2. Each property owned by the Authority identified below:

No.	Address	Property Description
a.	600 N. Holtzclaw Avenue, Chattanooga, TN 37404	Medical Office Building
b.	5205 Little Debbie Parkway, Ooltewah, TN 37363	Vacant Parcel
c.	5403 Little Debbie Parkway, Ooltewah, TN 37363	Vacant Parcel
d.	1614 Gunbarrel Road, Chattanooga, TN 37421	Medical Office Building
e.	1738 Hamill Road, Hixson, TN 37343	Vacant Parcel; parking lot

3. The trademark "Life Force", as described below:

Mark	Jurisdiction	Owner	Registration No.	Registration Date	Status	Classes
LIFE FORCE	United States	Authority	4623612	10/21/2014	Renewed 10/21/2019; next renewal due 10/21/2024	39, 44

4. All right, title, claim and interest to and under each of the following contracts:

    a. Contract for Inpatient and Outpatient Medical Services, by and between the Authority and Hamilton County, Tennessee, dated June 30, 2023.

    b. First Right of Refusal to Purchase, by and between the Authority and Hamilton County, Tennessee, dated June 30, 2023.

Schedule 2.2.1

Assignment and Assumption of Liabilities

To request a copy of this schedule, please email public.request@erlanger.org.

Schedule 2.6

Retained Assets and Retained Liabilities

The following Retained Assets and Retained Liabilities shall not be transferred to EH or MergeCo, nor assumed by EH or MergeCo, at the Closing, but instead will be retained by the Authority until the Dissolution as provided in Section 3.15 or as otherwise provided by Law, at which time all such Retained Assets and Retained Liabilities shall be assigned by the Authority and assumed by EH:

- The Authority will retain limited obligations and liabilities on account of (i) the Authority's bonds (the "Bond Debt") issued pursuant to that certain Master Trust Indenture dated as of October 1, 1986 (as supplemented and amended, the "Indenture") among the Authority and U.S. Bank Trust Company, National Association, as Trustee, (ii) the Authority's indebtedness (the "Credit Agreement Debt") under those certain Credit Agreements (as amended, restated, supplemented or otherwise modified, collectively, the "Credit Agreement") between the Authority and First Horizon Bank ("First Horizon"), (iii) certain capital leases to which the Authority is a party that cannot be assigned to EH on the Closing Date (the "Capital Leases").

- Schedule 2.7 shall be incorporated herein by reference.

- Assets held in the Self-Insurance Trust.

- Assets under the Plan.

- Any donor or grantor-restricted funds that may not be transferred without breaching the terms of the gift/bequest.

- Funds held by trustees under trust indentures.

- Assets and liabilities related to the following community health center locations:
    - Southside: 3800 Tennessee Ave, Ste. 124, Chattanooga, TN 37409
    - Dodson Avenue: 1200 Dodson Ave., Chattanooga, TN 37406
    - Premier Health: 251 N. Lyerly St., Ste 300, Chattanooga, TN 37404

- To the extent any of the accounts receivable arising from the rendering of services and provision of medicine, drugs and supplies to patients of the Facilities prior to the Effective Date arising pursuant to the Medicare (including Medicare Part D and Medicare Advantage), Medicaid, Medicaid-waiver and CHAMPUS/TRICARE programs, any other similar or successor federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)) and any similar state or local programs and other claims for the provision of goods or services to patients due from beneficiaries or governmental third party payors are prohibited by applicable Law from being transferred to EH (the "Non-Transferable Receivables"), an amount in cash equal to the amount collected in respect of such Non-

Transferable Receivables, which shall be payable to EH as and when the proceeds of such Non-Transferable Receivables are collected.

- Rights and obligations under any Assumed Contract to the extent that an attempted assignment thereof without the consent of another party thereto would constitute a breach thereof or in any material way adversely affect the rights of Health System thereunder (or the rights of EH thereunder following the Effective Date), and such consent is not obtained. If such consent is not obtained, or if an attempted assignment would be ineffective or would materially and adversely affect the rights of Health System thereunder (or the rights of EH thereunder following the Effective Date), then Health System shall, upon the request of EH, cooperate in any reasonable arrangement designed to provide for EH the benefits under any such Assumed Contract, including enforcement of any and all rights of Health System against the other party or parties thereto.

Schedule 2.7

Post-Closing Assumed Litigation

Claims in Litigation

1. Docket Number 19C270 dated February 25, 2019 by Terri Harris naming the Authority, Parking Management Company, LLC, Ana Bowman, and State Farm.
2. Docket Number 19C295 dated March 4, 2019 by Fred M. Pettit, Jr. (husband and surviving spouse of Shirley Pettit) naming the Authority, Kelly Lemmey, R.N., and Jaimee Connor, L.P.N.
3. Docket Number 19C638 dated May 30, 2019 by Bakker Blakele, M.D. naming the Authority.
4. Docket Number 19C877 dated August 2, 2019 by Rodney Steven Price naming the Authority, Anesthesiology Consultants Exchange, P.C., and Louis Oved Chemin, M.D.
5. Docket Number 20C130 dated January 9, 2020 by Mary B. Mills naming the Authority.
6. Docket Number 20C206 dated January 31, 2020 by Thomas P. Wilson, PhD naming the Authority and Larry D. Stone, M.D.
7. Docket Number 20C265 dated February 14, 2020 by Mary Darlene Coles naming the Authority.
8. Docket Number 20C395 dated March 23, 2020 by Tija Paggett naming the Authority and Christine Jeong.
9. Docket Number 20C489 dated April 24, 2020 by Herman Nance b/n/f Oscar Nance naming the Authority.
10. Docket Number 20C868 dated August 31, 2020 by A.G. b/n/f Robert Goff and Melissa Goff naming the Authority.
11. Docket Number 20C1015 dated October 5, 2020 by Genella Strickland naming the Authority.
12. Docket Number 20C1178 dated November 24, 2020 by Ndurache C. Adaba naming the Authority and Lotchia A. Jones.
13. Docket Number 20C1231 dated December 14, 2020 by Kara Johnson naming Leda Rose Belen Phillips, CRNA, Anesthesiology Consultants Exchange, P.C., Oscar D. Salazar, M.D., Lucas Blair, CRNA, Maurine Adams, RT, the Authority, and Tennessee Interventional and Imaging Associates, PLLC.
14. Docket Number 21C241 dated February 24, 2021 by Jamie Taylor Willis naming Luis Sanabria, M.D., Front Porch Pediatrics, PLLC, Jessica Lange, M.D., UT Urology Erlanger a/k/a UT Urology, the Authority, and State of Tennessee.
15. Docket Number 21C384 dated April 14, 2021 by James R. Vandergriff naming Erlanger Health Systems, Erlanger Plastic Surgeon Clinic, Erlanger Neurosurgery and Spine, Prayash Patel, M.D., and Todd E. Thurston, M.D.
16. Docket Number 21C577 dated June 21, 2021 by Fred Hayward naming the Authority, UT Urology, and Anand Shridharani, M.D.
17. Docket Number 21C697 dated July 27, 2021 by Lois Tindell naming Women's Institute for Specialized Health, the Authority, and Tiffany Few, M.D.
18. Docket Number 21C737 dated August 6, 2021 by Matthew Rohlander, as biological son and next of kin to Patricia Kay Rohlander, naming the Authority.

19. Docket Number 21C819 dated September 7, 2021 by Beverly Jean Talley naming the Authority.
20. Docket Number 22C220 dated February 10, 2022 by Janita Herod naming the Authority.
21. Docket Number 22C237 dated February 17, 2022 by Danna Rena Garland naming Stacey Jack McClarty, M.D., Anesthesiology Consultants Exchange, P.C., and the Authority.
22. Docket Number 21C637 dated July 9, 2021 by Greyson Demirjian, b/n/f and parents, Scott Demirjian and Lauren Demirjian naming Daniel Brandon Herz, M.D. and the Authority.
23. Docket Number 22C563 dated May 24, 2022 by Autumn Hale and parents, Amanda Hale and Austin Hale naming Patricia McLelland, M.D., Galen Medical Group, PC, and the Authority.
24. Docket Number 17C743 dated June 27, 2017 by Kathy Herrington and Charles Herrington naming Abu-Ahmed Rahman, M.D. and the Authority.
25. Docket Number 18C1272 dated November 14, 2018 by George Ingram naming Michael Gallagher, M.D. and the Authority.
26. Docket Number 22C864 dated August 19, 2022 by Gary Satin naming Mark Cloutier, N.P., Vivekananda Pattabiraman, M.D., Nataria Pitiyanuvath, M.D., TIAA, and the Authority.
27. Docket Number 20C206 dated January 31, 2020 by Penni Jo Whitten Wilson naming Larry Stone, M.D. and the Authority.
28. Docket Number 22C1108 dated October 27, 2022 by Miroslaw Rek naming the Authority.
29. Docket Number 23C260 dated February 22, 2023 by Sara Houston Woods and Steven Douglas Woods naming Harigovinda R. Challa, M.D., Tennessee Interventional and Imaging Associates, PLLC, and the Authority.
30. Docket Number 1:23-CV-50 dated March 6, 2023 by Juanita Neubel, Personal Representative of the Estate of Ira Neubel, Sr., Deceased, and Michelle Neubel, Daughter naming the Authority (U.S. District Court for the Eastern District of Tennessee).
31. Docket Number 23C463 dated April 20, 2023 by Doylette Louise Estep, Next of Kin of Nancy Ann Cook naming the Authority.
32. Docket Number 23C457 dated April 18, 2023 by Edith Graham naming George M. Philips, M.D. and the Authority.
33. Docket Number 23C501 dated May 2, 2023 by Debbie L. Newsome, Daughter and Next of Kin of Juliette B. Moore, deceased naming the Authority and Jason E. Cox, M.D.
34. Docket Number 1:21-cv-84-TRM-SKL, originally filed under seal on April 20, 2021, and amended on January 4, 2023 by Relators Stephen Adams, MD, Julie Adams, MD, and Scott Steinmann, MD, naming the Authority, UT-Erlanger Medical Group, the Plastic Surgery Group, University Surgical Associates and Anesthesiology Consultants Exchange.
35. Docket Number 23C627 dated June 6, 2023 by Danielle Maples naming the Authority and Tennessee Interventional and Imaging Associates, PLLC.

Potential Claims (Notice Received, No Lawsuit Filed)

1. Rebecca Barnes – Notice names the Authority.
2. Bre'Aysia Lechelle Boyd by Brekayla Boyd, as next friend of Bre'Aysia Lechelle Boyd, and Brekayla Boyd – Notice names Anesthesiology Consultants Exchange, P.C., Ladd Mathew Campbell, D.O., and the Authority.
3. Marlow Clowers – Notice names Erlanger Hospital.

4. Rita Dyer by Timothy Dyer, as Son and Next of Kin of Rita Dyer – Notice names Craig A. Murray, M.D., University Surgical Associates, PLLC, Erlanger East Hospital, and the Authority.
5. Aaron Thomas Hensley by Tammy Elizabeth Hickman, as Mother and Next of Kin of Aaron Thomas Hensley – Notice names the Authority.
6. Cheyenne Elizabeth Strickland by her parents and next of kin, Tiffany Ellen Sorensen and Kevin Strickland, both individually and as representatives – Notice names Union General Affiliated Services, LLC, Union General Hospital, Inc., Benjamin J. Harris, MD, Regional Obstetrical Consultants, P.C., Joseph Henry Kipikasa, MD, Frederick Robert Bossert, MD, Leilah Zahedi-Spung, MD, Erica Christine Lynch, MD, English Allison Rockholt, MD, the Authority, and Haley Scarbrough, MD.
7. Sarah Allison Vaughn – Notice names Erlanger Baroness Hospital, Dr. Christopher Innes, Dr. Chanda Hall, and Dr. Robert Hutchinson.
8. Montez Birt – Demand sent to the Authority.
9. Shannan Dumke – Letter of representation sent to the Authority.
10. Ralph Kincer – Notice for reimbursement of workers' compensation costs sent to the Authority.
11. Alba Parra – Demand sent to the Authority.
12. Ila Rae Waldroup – Letter of representation sent to the Authority.
13. William H. Richards and Janice Richards – Notice names the Authority.
14. Christina Dempsey – Notice names the Authority and Dr. Joseph Christopher Portera.
15. Tara Michelle Olinger – Notice names the Authority and Robert Scott Furr, M.D.

Schedule 5.3.2

Authority Required Consents

1. Master Agreement by and between Erlanger Health System and 3E Company Environmental, Ecological and Engineering, dated as of October 1, 2013
2. Order Number Q-53284-1 by and between Erlanger Health System and Ability Network Inc., dated as of July 24, 2018
3. Service Agreement by and between Erlanger Health System and Ability Network, Inc., dated as of May 9, 2013
4. Service Plan # CA-0081342 by and between Erlanger Health Systems and Alcon Vision, LLC, dated as of February 14, 2022
5. Revenue Cycle Management Services Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Allscripts Healthcare, LLC (formerly California Healthcare Medical Billing, Inc.), dated as of August 24, 2016
6. Orthopaedic Video Theater Participation and License Agreement by and between Erlanger Health System and American Academy of Orthopaedic Surgeons, dated as of October 1, 2020
7. Prime Vendor Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and AmerisourceBergen Drug Corporation, dated as of March 1, 2019
8. Healthcare Staffing Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and AMN Healthcare, Inc., dated as of December 18, 2020
9. Education and Marketing Collateral Limited License Terms and Conditions by and between Silent and Apollo Endosurgery, dated as of September 25, 2018
10. Apple Developer Program License Agreement by and between Silent and Apple, Inc., dated as of Silent
11. Dialysis Products Purchase Agreement by and between Chattanooga Hamilton Cnty Hosp Auth d/b/a Erlanger Health System and Baxter Healthcare Corporation, dated as of May 31, 2019
12. Purchase Order Terms and Conditions by and between Erlanger Health System and Baxter Healthcare Corporation, dated as of January 2, 2014
13. Sixth Amendment by and between Erlanger Health System and Baxter Healthcare Corporation, dated as of March 26, 2019
14. Seventh Amendment by and between Erlanger Health System and Baxter Healthcare Corporation, dated as of February 26, 2020
15. Eighth Amendment by and between Erlanger Health System and Baxter Healthcare Corporation, dated as of June 5, 2020
16. Advantage Program Agreement #2011157 R1 by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Biosense Webster, Inc., dated as of August 4, 2021
17. Premium Plus Service Agreement # 2003108 by and between Erlanger Health System and Biosense Webster, Inc., dated as of February 1, 2021
18. Confidential Price Agreement by and between Erlanger Health System and Boston Scientific, dated as of July 13, 2020

19. Clinical Study Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System; Dr. Harish Manyam and Boston Scientific Corporation, dated as of January 19, 2022
20. Confidential Price Agreement by and between Erlanger Baroness Hospital and Boston Scientific Corporation, dated as of March 3, 2022
21. Service Agreement by and between Chattanooga-Hamilton Country Hospital Authority and Box, Inc., dated as of January 10, 2019
22. Service Order by and between Chattanooga-Hamilton County Hospital Authority and Box, Inc., dated as of January 3, 2020
23. Hospital Preferred Purchasing Agreement; Amendment to Hospital Provider Agreement - Standard Conditions by and between Erlanger Medical Center and Buyers Healthcare Cooperative, Inc., dated as of March 1, 1997
24. Employment Subscription Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health Systems and ISO Claims Services, Inc. d/b/a iiX, dated as of February 07, 2008
25. Professional Services Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Cadre Computer Resources Co, dated as of August 13, 2015
26. Integrated Delivery Network Agreement (Products and Pricing) by and between Erlanger Health System and Cardinal Health 200, LLC; Access Closure, Inc. d/b/a Cardinal Health 245, dated as of November 7, 2018
27. Equipment Service Quote # 00059340; Terms and Condition of Service by and between Erlanger Medical Center and Carl Zeiss Meditec, Inc., dated as of October 25, 2019
28. Quote # Q-02943 by and between Erlanger Health System and Circle Cardiovascular Imaging Inc., dated as of April 6, 2020
29. Mutual Non-Disclosure Agreement by and between Chattanooga-Hamilton County Hospital Authority a/k/a Erlanger Health System and Column Technologies, LLC, dated as of December 1, 2020
30. Enterprise License Agreement by and between Erlanger Health System and CommuniCare Technology, Inc. d/b/a Pulsara, dated as of July 16, 2014
31. Software as a Service Agreement by and between Chattanooga-Hamilton County Hospital Authority and Crowe LLP, dated as of April 1, 2021
32. Non-Disclosure Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and CytoSorbents Corporation, dated as of October 26, 2021
33. Continuum RFID Software License and Hardware Supply Agreement with Risk Share by and between Erlanger Health System and DeRoyal Industries, Inc., dated as of August 25, 2022
34. Subscriber Agreement by and between Erlanger Health System and ECRI Institute, dated as of September 3, 2013
35. Order Form for Online Subscription by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and ECRI Institute, dated as of January 22, 2015
36. Master Membership Agreement by and between Erlanger Health System and ECRI Institute, dated as of April 1, 2018

37. ECRI Institute Master Membership Agreement by and between Erlanger Health System and ECRI Institute, dated as of November 1, 2018
38. Hospital Participation Agreement by and between Erlanger Health System and Ohio Children's Hospitals' Solutions for Patient Safety, dated as of January 1, 2022
39. Beazley Breach Response by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System (Name Insured) and Beazley USA Services, Inc., dated as of December 13, 2021
40. Trademark License Agreement by and between Erlanger Health System and EN LLC, dated as of March 19, 2019
41. Clinic Services Renewal Agreement by and between Chattanooga-Hamilton County Hospital Authority and eScreen, Inc., dated as of January 5, 2011
42. Software Access Agreement by and between Chattanooga-Hamilton County Hospital Authority and eScreen, Inc.
43. Purchase Order Terms and Conditions by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and First American Commercial Bankcorp, Inc.; Baxter Healthcare Corporation, dated as of October 19, 2016
44. License Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and First Databank, Inc., dated as of April 1, 2016
45. Closed Circuit Non-Exclusive License by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Forks Over Knives, LLC, dated as of June 7, 2018
46. Software License Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Ignis Systems Corporation, dated as of March 22, 2010
47. Multiple Product Purchase Agreement by and between Erlanger Health System and Integra LifeSciences Sales LLC, dated as of August 10, 2021
48. Master Services Agreement by and between Erlanger Health System and Intelligent Retinal Imaging Systems, Inc., dated as of June 30, 2021
49. Technical Services Agreement by and between Chattanooga-Hamilton County Hospital Authority and Intelligent Systems Services, Inc., dated as of May 23, 2011
50. Master Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Intersect Healthcare, Inc., dated as of July 1, 2018
51. Quote by and between Silent and J.J. Keller & Associates, Inc., dated as of September 7, 2011
52. Master IDN Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Johnson & Johnson Health Care Systems Inc., dated as of November 25, 2013
53. Product Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Johnson & Johnson Health Care Systems Inc., dated as of July 1, 2018
54. Product Agreement (for IDN) by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Johnson & Johnson Health Care Systems Inc., dated as of November 7, 2018
55. Product Agreement (Depuy Synthes CMF) by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Johnson & Johnson Health Care Systems Inc., dated as of September 25, 2019

56. Product Agreement (Energy, for IDN) by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Johnson & Johnson Health Care Systems Inc., dated as of January 2, 2020
57. Product Agreement (Mentor, for IDN) by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Johnson & Johnson Health Care Systems Inc., dated as of April 23, 2020
58. Product Agreement Supplement (Mentor, for IDN) by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Johnson & Johnson Health Care Systems Inc., dated as of May 7, 2020
59. Product Agreement (Cerenovus, for IDN) by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Johnson & Johnson Health Care Systems Inc., dated as of November 16, 2020
60. Product Agreement (DePuy Synthes Trauma) by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Johnson & Johnson Health Care Systems Inc., dated as of April 1, 2021
61. Product Agreement #210231014 by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Johnson & Johnson Health Care Systems Inc., dated as of August 1, 2021
62. Product Agreement (Acclarent, for IDN) by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Johnson & Johnson Health Care Systems Inc., dated as of September 6, 2022
63. Flex Rebate Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Johnson & Johnson Health Care Systems Inc., dated as of October 1, 2022
64. Product Agreement #220672126 (Biosense Webster, Inc. Catheters) by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Johnson & Johnson Health Care Systems Inc., dated as of August 26, 2022
65. Master IDN Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Johnson & Johnson Health Care Systems Inc., dated as of November 25, 2013
66. Confidentiality and Non-Disclosure Agreement by and between Children's Hospital of Erlanger and Kohl's Department Stores, Inc., dated as of March 14, 2017
67. Equipment Service Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Laborie Medical Technologies Corp., dated as of December 22, 2020
68. Allograft Tissue Consignment Agreement by and between Erlanger Health System and LifeNet Health, dated as of November 15, 2007
69. End User License Agreement by and between Erlanger Health System and Logical Images, Inc. d/b/a VisualDX, dated as of June 14, 2018
70. Consignment Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System Plaza Surgery Center and Mentor Worldwide LLC, dated as of May 7, 2019
71. Consignment Agreement Manual by and between Plaza Surgery Center and Mentor Worldwide LLC, dated as of June 17, 2022

72. Proposal for Software License, Hardware, and/or Services by and between Erlanger Medical Center - Baroness Campus and Merge Healthcare Solutions, Inc., dated as of August 22, 2011
73. Sales Order by and between Erlanger Medical Center - Baroness Campus and Merge Healthcare Solutions, Inc., dated as of May 25, 2017
74. Quotation # Q-70856-1 by and between Erlanger Medical Center and Mizuho OSI, dated as of February 26, 2021
75. Letter Agreement 7/1/22 by and between Erlanger Health System and Mocs Sports Properties, LLC, dated as of July 1, 2022
76. Corporate Master Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Omnicell, Inc., dated as of March 25, 2015
77. Pricing Supplement 5048579 by and between Erlanger Health System and Omnicell, Inc., dated as of January 27, 2015
78. Pricing Supplement 5048580 by and between Erlanger Health System and Omnicell, Inc., dated as of January 27, 2015
79. Pricing Supplement 5048603 by and between Erlanger Health System and Omnicell, Inc., dated as of January 27, 2015
80. Pricing Supplement 5048612 by and between Erlanger Health System and Omnicell, Inc., dated as of January 27, 2015
81. Pricing Supplement 5048613 by and between Erlanger Health System and Omnicell, Inc., dated as of January 27, 2015
82. Pricing Supplement 5051443 by and between Erlanger Health System and Omnicell, Inc., dated as of January 27, 2015
83. Pricing Supplement 5056412 by and between Erlanger Health System and Omnicell, Inc., dated as of January 27, 2015
84. Pricing Supplement 5092641 by and between Erlanger Health System and Omnicell, Inc., dated as of May 13, 2015
85. Pricing Supplement 5092642 by and between Erlanger Health System and Omnicell, Inc., dated as of May 13, 2015
86. Pricing Supplement 5092643 by and between Erlanger Health System and Omnicell, Inc., dated as of May 13, 2015
87. Pricing Supplement 5092644 by and between Erlanger Health System and Omnicell, Inc., dated as of May 13, 2015
88. Pricing Supplement 5094919 by and between Erlanger Health System and Omnicell, Inc., dated as of May 13, 2015
89. Pricing Supplement 5097257 by and between Erlanger Health System and Omnicell, Inc., dated as of May 16, 2015
90. Pricing Supplement 5097259 by and between Erlanger Health System and Omnicell, Inc., dated as of May 13, 2015
91. Pricing Supplement 5097997 by and between Erlanger Health System and Omnicell, Inc., dated as of May 13, 2015
92. Pricing Supplement 5098000 by and between Erlanger Health System and Omnicell, Inc., dated as of May 13, 2015
93. Pricing Supplement 5098003 by and between Erlanger Health System and Omnicell, Inc., dated as of May 13, 2015

94. Pricing Supplement 5048580 by and between Erlanger Health System and Omnicell, Inc., dated as of August 19, 2014
95. Pricing Supplement 5048603 by and between Erlanger Health System and Omnicell, Inc., dated as of August 19, 2014
96. Business Associate Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Omnicell, Inc., dated as of March 25, 2015
97. Pricing Supplement 5048578 by and between Erlanger Health System and Omnicell, Inc., dated as of August 19, 2014
98. Pricing Supplement Letter Agreement 2/5/15 by and between Erlanger Health System and Omnicell, Inc., dated as of February 5, 2015
99. Pricing Supplement Letter Agreement 2/5/15 by and between Erlanger Health System and Omnicell, Inc., dated as of February 5, 2015
100. Pricing Supplement Letter Agreement 6/2/15 by and between Erlanger Health System and Omnicell, Inc., dated as of June 2, 2015
101. Pricing Supplement Letter Agreement 3/25/15 by and between Erlanger Health System and Omnicell, Inc., dated as of March 25, 2015
102. Pricing Supplement 5048579 by and between Erlanger Health System and Omnicell, Inc., dated as of August 19, 2014
103. Pricing Supplement 5048613 by and between Erlanger Health System and Omnicell, Inc., dated as of August 19, 2014
104. Pricing Supplement 5048612 by and between Erlanger Health System and Omnicell, Inc., dated as of August 19, 2014
105. Pricing Supplement 5056412 by and between Erlanger Health System and Omnicell, Inc., dated as of August 19, 2014
106. Pricing Supplement 5118984/5117828 by and between Erlanger Health System and Omnicell, Inc., dated as of August 21, 2015
107. Pricing Supplements (see General Notes) by and between Erlanger Health System and Omnicell, Inc., dated as of July 22, 2016
108. Pricing Supplement 5164555 by and between Erlanger Health System and Omnicell, Inc., dated as of March 4, 2016
109. Pricing Supplement 5209145 by and between Erlanger Health System and Omnicell, Inc., dated as of September 21, 2016
110. Pricing Supplement 5218716 by and between Erlanger Health System and Omnicell, Inc., dated as of November 7, 2016
111. Pricing Supplement 5214078 by and between Erlanger Health System and Omnicell, Inc., dated as of October 14, 2016
112. Pricing Supplements (see General Notes) by and between Erlanger Health System and Omnicell, Inc., dated as of March 16, 2016
113. Pricing Supplement 5277449 by and between Erlanger Health System and Omnicell, Inc., dated as of August 17, 2017
114. Pricing Supplement 5244231/5244200 by and between Erlanger Health System and Omnicell, Inc., dated as of March 5, 2017
115. Pricing Supplement 5246170/5246168 by and between Erlanger Health System and Omnicell, Inc., dated as of March 14, 2017
116. Pricing Supplement 5273859/5275087 by and between Erlanger Health System and Omnicell, Inc., dated as of July 31, 2017

117. Pricing Supplement 5305583/5306582 by and between Erlanger Health System and Omnicell, Inc., dated as of January 15, 2018
118. Pricing Supplement 5303779 by and between Erlanger Health System and Omnicell, Inc., dated as of January 2, 2018
119. Pricing Supplements (see General Notes) by and between Erlanger Health System and Omnicell, Inc., dated as of January 19, 2017
120. Pricing Supplement 5327375 by and between Erlanger Health System and Omnicell, Inc., dated as of April 27, 2018
121. Pricing Supplement 5358855 by and between Erlanger Health System and Omnicell, Inc., dated as of January 24, 2020
122. GPO Service Agreement by and between Erlanger Medical Center and Ortho-Clinical Diagnostics, Inc., dated as of December 6, 2019
123. Mutual Nondisclosure Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Paramount Technology Solutions, LLC d/b/a Acuity Cloud Solutions, dated as of March 15, 2022
124. Letter Agreement 7/1/21; Indemnification Agreement by and between Erlanger Health System (Jeffrey Woodard, Chief Legal Officer, as recipient for Target Party) and Ponder & Co. (Julian R Head, Chief Executive Officer), dated as of July 1, 2021
125. Purchase and Discount Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Prolacta Bioscience, Inc., dated as of February 4, 2016
126. Software and Services Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Protenus, Inc., dated as of December 29, 2017
127. Master Services Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Protiviti, Inc., dated as of March 2, 2020
128. Purchase Agreement by and between Chattanooga Hamilton County Hospital Authority d/b/a Erlanger Health System and Skeletal Dynamics, Inc., dated as of December 10, 2020
129. Mutual Nondisclosure Agreement by and between Erlanger Health Systems and Splunk, Inc., dated as of August 31, 2020
130. Clinical Study and Research Agreement by and between Chattanooga-Hamilton County Hospital d/b/a Erlanger Health System and St. Jude Medical Business Services, Inc., dated as of August 22, 2018
131. Agreement by and between Erlanger Medical Center Baroness Campus and Steris Corporation, dated as of January 18, 2022
132. Agreement by and between Erlanger Health System and Steris Corporation, dated as of January 18, 2022
133. Sponsorship Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen, dated as of March 1, 2022
134. Sponsorship Contract by and between Erlanger Health System and Teall Properties Group, LLC, dated as of October 20, 2021
135. Master Services Agreement by and between Erlanger Health System and The John Maxwell Team, Inc., dated as of January 19, 2022
136. Clinical Trial Agreement by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System; Clinical Trials Network of Tennessee d/b/a CTN2

and TrueBinding, Inc. (Party 2); IQVIA Biotech LLC (Party 3), dated as of September 12, 2022

137. Capital Equipment Supplier Agreement by and between Silent and Vizient Supply, LLC; Mizuho Orthopedic Systems, Inc., dated as of April 1, 2020
138. Mutual Nondisclosure Agreement by and between The Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Walgreen Co., dated as of September 12, 2019
139. Wellsone Commercial Card Agreement by and between Chattanooga-Hamilton County Hospital Authority and Wells Fargo Bank, National Association, dated as of May 2, 2011

Regulatory Consents

1. License No. 00000140 issued by Tennessee Department of Health Office of Health Care Facilities to Erlanger Baroness Hospital, expiring June 4, 2023.
2. License No. 00000140 issued by Tennessee Department of Health Office of Health Care Facilities to Erlanger East Hospital, expiring June 4, 2023.
3. License No. 00000140 issued by Tennessee Department of Health Office of Health Care Facilities to Erlanger North Hospital, expiring June 4, 2023.
4. License No. 00000005 issued by Tennessee Department of Health Office of Health Care Facilities to Erlanger Bledsoe Hospital, expiring June 4, 2023.
5. License No. 00002055 issued by Tennessee Board of Pharmacy to UT Erlanger Women's Oncology, expiring July 31, 2024.
6. License No. 0000000266 issued by Tennessee Board of Pharmacy to Erlanger Medical Center, expiring January 31, 2024.
7. License No. 00002055 issued by Tennessee Board of Pharmacy to Erlanger North Hospital, expiring July 31, 2024.
8. License No. 00003107 issued by Tennessee Board of Pharmacy to Erlanger East Hospital, expiring November 30, 2023.
9. License No. 00000776 issued by Tennessee Board of Pharmacy to Erlanger Bledsoe Hospital, expiring September 30, 2023.
10. License No. 00005580 issued by Tennessee Board of Pharmacy to Erlanger Sequatchie Emergency Department, expiring May 31, 2023.
11. License No. 00006503 issued by Tennessee Board of Pharmacy to EEH Infusion Center, expiring October 31, ____.
12. License No. 00002179 issued by Tennessee Medical Laboratory Board Health Licensure and Regulation to Erlanger Baroness Hospital Laboratory, expiring June 30, 2023.
13. License No. 00004144 issued by Tennessee Medical Laboratory Board Health Licensure and Regulation to Erlanger North Arterial Blood Gas Laboratory, expiring July 31, 2023.
14. License No. 000021 issued by Tennessee Medical Laboratory Board Health Licensure and Regulation to Erlanger East Hospital Laboratory, expiring February 28, 2023.
15. License No. 00002083 issued by Tennessee Medical Laboratory Board Health Licensure and Regulation to Erlanger Bledsoe Hospital Laboratory, expiring September 30, 2022.
16. License No. 00002057 issued by Tennessee Medical Laboratory Board Health Licensure and Regulation to Erlanger Resp. Care Blood Gas Lab, expiring June 30, 2023.
17. License No. 00004062 issued by Tennessee Medical Laboratory Board Health Licensure and Regulation to Erlanger East ABG Laboratory, expiring January 1, 2024.

18. License No. 00000776 issued by Tennessee Medical Laboratory Board Health Licensure and Regulation to Erlanger Bledsoe Medical Center, expiring August 30, 2023.
19. Automated Dispensing Machine License No. 0000006603 issued by Tennessee Board of Pharmacy to Erlanger Medical Center, expiring January 31, 2023.
20. Automated Dispensing Machine License No. 0000006600 issued by Tennessee Board of Pharmacy to UT Erlanger Womens Oncology, expiring January 31, 2023.
21. Automated Dispensing Machine License No. 0000006606 issued by Tennessee Board of Pharmacy to EEH Infusion Center, expiring January 31, 2023.
22. Automated Dispensing Machine License No. 0000006605 issued by Tennessee Board of Pharmacy to Erlanger Health System – East Campus, expiring January 31, 2023.
23. Automated Dispensing Machine License No. 0000006604 issued by Tennessee Board of Pharmacy to Erlanger Bledsoe Medical Center, expiring January 31, 2023.
24. Automated Dispensing Machine License No. 0000006601 issued by Tennessee Board of Pharmacy to Erlanger Sequatchie Valley Emergency Department, expiring January 31, 2025.
25. Automated Dispensing Machine License No. 0000006602 issued by Tennessee Board of Pharmacy to Erlanger North Hospital, expiring January 31, 2025.
26. Registration No. 0011371051 issued by Federal Communications Commission to the Authority, expiring November 8, 2024.
27. Registration No. 0004563748 issued by Federal Communications Commission to the Authority, expiring November 20, 2025.
28. Registration No. 0005810148 issued by Federal Communications Commission to Erlanger Bledsoe Chattanooga Hamilton Co Hospital Authority, expiring July 9, 2025.
29. Registration No. 0004563748 issued by Federal Communications Commission to the Authority, expiring September 14, 2025.
30. Registration No. 0004563748 issued by Federal Communications Commission to County of Hamilton, expiring September 25, 2025.
31. Registration No. 0010407203 (Call Sign WQAD703) issued by Federal Communications Commission to the Authority, expiring May 12, 2029.
32. Registration No. 0010407203 (Call Sign WQEC245) issued by Federal Communications Commission to the Authority, expiring December 27, 2025.
33. Registration No. 0019185974 issued by Federal Communications Commission to the Authority, expiring October 16, 2029.
34. Registration No. 0028878742 (Call Sign WREN853) issued by Federal Communications Commission to Erlanger Western Carolina Hospital.
35. Registration No. 0028878742 (Call Sign WREQ634) issued by Federal Communications Commission to Erlanger Western Carolina Hospital.
36. Registration No. 0028878742 (Call Sign WREW553) issued by Federal Communications Commission to Erlanger Western Carolina Hospital.
37. Registration No. 22899.03*H issued by U.S. Department of Transportation Federal Aviation Administration to Erlanger Medical Center.
38. Registration No. 22951.*H issued by U.S. Department of Transportation Federal Aviation Administration to Erlanger Sequatchie Valley Emergency Department.
39. Registration No. 23152.01*H issued by U.S. Department of Transportation Federal Aviation Administration to Erlanger Bledsoe Hospital.

40. Registration No. 16959*H issued by U.S. Department of Transportation Federal Aviation Administration to Erlanger Murphy Medical Center.
41. License No. 13727 issued by North Carolina Board of Pharmacy to Erlanger Murphy Medical Center, expiring December 31, 2022.

Schedule 5.4

Subsidiaries

Name	Type of Organization	Jurisdiction of Organization	Jurisdiction(s) of Foreign Qualification to Do Business
EN LLC	Limited liability company	Tennessee	-
Cyberknife of Chattanooga, LLC	Limited liability company	Tennessee	-
Erlanger Behavioral Health, LLC	Limited liability company	Tennessee	-
ContinuCare HealthServices, Inc.	Corporation	Tennessee	-
LHCG CXXXIV, LLC	Limited liability company	Tennessee	-
Erlanger Express Care (LLC)	Limited liability company	Georgia	Tennessee
Murphy Medical Center, Inc.	Nonprofit corporation	North Carolina	-
Plaza Surgery Center, GP	General partnership	Tennessee	-
ContinuumRx of East Tennessee, LLC	Limited liability company	Delaware	Tennessee

Schedule 5.5

Litigation

To request a copy of this schedule, please email public.request@erlanger.org.

Schedule 6.3.2

EH Required Consents

Regulatory Approvals

1. License No. 00000140 issued by Tennessee Department of Health Office of Health Care Facilities to Erlanger Baroness Hospital, expiring June 4, 2023.
2. License No. 00000140 issued by Tennessee Department of Health Office of Health Care Facilities to Erlanger East Hospital, expiring June 4, 2023.
3. License No. 00000140 issued by Tennessee Department of Health Office of Health Care Facilities to Erlanger North Hospital, expiring June 4, 2023.
4. License No. 00000005 issued by Tennessee Department of Health Office of Health Care Facilities to Erlanger Bledsoe Hospital, expiring June 4, 2023.
5. License No. 00002055 issued by Tennessee Board of Pharmacy to UT Erlanger Women's Oncology, expiring July 31, 2024.
6. License No. 0000000266 issued by Tennessee Board of Pharmacy to Erlanger Medical Center, expiring January 31, 2024.
7. License No. 00002055 issued by Tennessee Board of Pharmacy to Erlanger North Hospital, expiring July 31, 2024.
8. License No. 00003107 issued by Tennessee Board of Pharmacy to Erlanger East Hospital, expiring November 30, 2023.
9. License No. 00000776 issued by Tennessee Board of Pharmacy to Erlanger Bledsoe Hospital, expiring September 30, 2023.
10. License No. 00005580 issued by Tennessee Board of Pharmacy to Erlanger Sequatchie Emergency Department, expiring May 31, 2023.
11. License No. 00006503 issued by Tennessee Board of Pharmacy to EEH Infusion Center, expiring October 31, ____.
12. License No. 00002179 issued by Tennessee Medical Laboratory Board Health Licensure and Regulation to Erlanger Baroness Hospital Laboratory, expiring June 30, 2023.
13. License No. 00004144 issued by Tennessee Medical Laboratory Board Health Licensure and Regulation to Erlanger North Arterial Blood Gas Laboratory, expiring July 31, 2023.
14. License No. 000021 issued by Tennessee Medical Laboratory Board Health Licensure and Regulation to Erlanger East Hospital Laboratory, expiring February 28, 2023.
15. License No. 00002083 issued by Tennessee Medical Laboratory Board Health Licensure and Regulation to Erlanger Bledsoe Hospital Laboratory, expiring September 30, 2022.
16. License No. 00002057 issued by Tennessee Medical Laboratory Board Health Licensure and Regulation to Erlanger Resp. Care Blood Gas Lab, expiring June 30, 2023.
17. License No. 00004062 issued by Tennessee Medical Laboratory Board Health Licensure and Regulation to Erlanger East ABG Laboratory, expiring January 1, 2024.
18. License No. 00000776 issued by Tennessee Medical Laboratory Board Health Licensure and Regulation to Erlanger Bledsoe Medical Center, expiring August 30, 2023.
19. Automated Dispensing Machine License No. 0000006603 issued by Tennessee Board of Pharmacy to Erlanger Medical Center, expiring January 31, 2023.
20. Automated Dispensing Machine License No. 0000006600 issued by Tennessee Board of Pharmacy to UT Erlanger Womens Oncology, expiring January 31, 2023.

21. Automated Dispensing Machine License No. 0000006606 issued by Tennessee Board of Pharmacy to EEH Infusion Center, expiring January 31, 2023.
22. Automated Dispensing Machine License No. 0000006605 issued by Tennessee Board of Pharmacy to Erlanger Health System – East Campus, expiring January 31, 2023.
23. Automated Dispensing Machine License No. 0000006604 issued by Tennessee Board of Pharmacy to Erlanger Bledsoe Medical Center, expiring January 31, 2023.
24. Automated Dispensing Machine License No. 0000006601 issued by Tennessee Board of Pharmacy to Erlanger Sequatchie Valley Emergency Department, expiring January 31, 2025.
25. Automated Dispensing Machine License No. 0000006602 issued by Tennessee Board of Pharmacy to Erlanger North Hospital, expiring January 31, 2025.
26. Registration No. 0011371051 issued by Federal Communications Commission to the Authority, expiring November 8, 2024.
27. Registration No. 0004563748 issued by Federal Communications Commission to the Authority, expiring November 20, 2025.
28. Registration No. 0005810148 issued by Federal Communications Commission to Erlanger Bledsoe Chattanooga Hamilton Co Hospital Authority, expiring July 9, 2025.
29. Registration No. 0004563748 issued by Federal Communications Commission to the Authority, expiring September 14, 2025.
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34. Registration No. 0028878742 (Call Sign WREN853) issued by Federal Communications Commission to Erlanger Western Carolina Hospital.
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37. Registration No. 22899.03*H issued by U.S. Department of Transportation Federal Aviation Administration to Erlanger Medical Center.
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40. Registration No. 16959*H issued by U.S. Department of Transportation Federal Aviation Administration to Erlanger Murphy Medical Center.
41. License No. 13727 issued by North Carolina Board of Pharmacy to Erlanger Murphy Medical Center, expiring December 31, 2022.

Schedule 8.1.1

Required Consents

1. EH Required Consents, as disclosed on Schedule 6.3.2.
2. Consulting Agreement, by and among Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System, Erlanger Pharmacies, Inc. d/b/a Moore & King Pharmacy and Pharmacy Healthcare Solutions, Ltd., dated as of March 24, 2009, as supplemented by that certain Statement of Work, by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Pharmacy Healthcare Solutions, Ltd., dated as of March 28, 2009, and as amended by that certain Amendment to Pharmacy Support Services, by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Pharmacy Healthcare Solutions, Ltd., dated as of March 25, 2019.
3. Online Data Analytics Application Subscription Agreement, by and between Erlanger Health System and Pharmacy Healthcare Solutions, Ltd., dated as of July 1, 2019.
4. AB Medication Tray Program Agreement, by and between the Authority and Cubixx Solutions, a division of ASD Specialty Healthcare, LLC and an affiliate of AmerisourceBergen Drug Corporation, dated as of April 27, 2021.
5. All contractual arrangements and agreements between Boston Scientific Corporation and the Authority.
6. All contracts between Cardinal Health and the Authority.
7. All contractual arrangements and agreements between Intuitive Surgical, Inc. and the Authority, including but not limited to that certain Lease Agreement by and between Erlanger Health System and Intuitive Surgical, Inc., dated as of September 16, 2018.
8. All contractual arrangements and agreements between Johnson & Johnson Health Care Systems, Inc. and the Authority.
9. All contractual arrangements and agreements between STERIS Instrument Management Services, Inc. and the Authority.
10. Supply Agreement by and between Erlanger Health System and Steris Corporation, dated as of June 8, 2006.
11. Agreement for Poison Prevention, Poison Management and Drug Information Services, by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Vanderbilt University Medical Center, dated as of November 10, 2021.
12. Amendment No. 2 by and between the Authority and Vanderbilt University, dated as of December 18, 2015.
13. Business Associate Agreement, by and between Erlanger Health System and Vanderbilt Health Affiliated Network, LLC, dated as of June 23, 2016.
14. Patient Transfer Agreement, by and between Erlanger Health System and Vanderbilt University Medical Center, dated as of October 24, 2008.
15. Mutual Cooperation and Affiliation Agreement, by and between Erlanger Health System and Vanderbilt University Medical Center, dated as of June 23, 2016.
16. All contracts between the University of Tennessee and the Authority.
17. Computer Services Agreement, by and between Chattanooga Hamilton County Hospital Authority d/b/a Erlanger Health System and University Surgical Associates, LLC, dated as of January 1, 2007.

18. Confidentiality and Non-Disclosure Agreement, by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and University Surgical Associates, PLLC, dated as of September 1, 2021.
19. Physician Independent Contractor Agreement, by and between Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System and Tennessee River Physicians, LLC, dated as of September 3, 2021.
20. All contracts between Anesthesiology Consultants Exchange, PC and the Authority.
21. Administrative Services Agreement for Medical Director Services, by and between the Authority and Pediatric Emergency Medicine Associates, LLC, dated as of January 1, 2011.
22. All contracts between Tennessee Physician's Quality Verification Organization, LLC and the Authority.
23. All contractual arrangements and agreements between Vizient Inc. and the Authority.
24. All contractual arrangements and agreements between Sodexo Operations, LLC and the Authority.
25. Security Services Agreement, by and between the Authority and Metropolitan Security Services, Inc., dated as of October 23, 2020.