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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**POST-EFFECTIVE AMENDMENT NO. 1  
TO  
FORM S-3  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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**COMMUNITY HEALTH SYSTEMS, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**8062**  
(Primary Standard Industrial  
Classification Code Number)

**13-3893191**  
(I.R.S. Employer  
Identification No.)

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**CHS/COMMUNITY HEALTH SYSTEMS, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**8062**  
(Primary Standard Industrial  
Classification Code Number)

**76-0137985**  
(I.R.S. Employer  
Identification No.)

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**SEE TABLE OF ADDITIONAL REGISTRANTS**

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**4000 Meridian Boulevard  
Franklin, Tennessee 37067  
(615) 465-7000**

(Address, including zip code, and telephone number, including area code, of registrants' principal executive offices)

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**Rachel A. Seifert  
Community Health Systems, Inc.  
Executive Vice President, Secretary and General Counsel  
4000 Meridian Boulevard  
Franklin, Tennessee 37067  
(615) 465-7000**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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*Copies to:*

**Leigh Walton  
Kevin H. Douglas  
Bass, Berry & Sims PLC  
150 Third Avenue South, Suite 2800**

**Nashville, Tennessee 37201  
(615) 742-6200**

**Approximate date of commencement of proposed sale to the public:** From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer   
 Non-accelerated filer  (do not check if a smaller reporting company) Smaller reporting company

**CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Unit (1)	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee (2)
Debt Securities of Community Health Systems, Inc. (3)				
Guarantees of Debt Securities of Community Health Systems, Inc. by certain subsidiaries of Community Health Systems, Inc. (3)(4)				
Preferred Stock, par value \$0.01 per share of Community Health Systems, Inc. (3)				
Depository Shares of Community Health Systems, Inc. (3)(5)				
Common Stock, par value \$0.01 per share of Community Health Systems, Inc. (3)				
Securities Warrants of Community Health Systems, Inc. (3)				
Debt Securities of CHS/Community Health Systems, Inc. (3)				
Guarantees of Debt Securities of CHS/Community Health Systems, Inc. by Community Health Systems, Inc. and certain subsidiaries of Community Health Systems, Inc. (3)(4)				

- (1) We will determine these amounts from time to time in connection with issuances of securities registered under this registration statement.
- (2) In accordance with Rules 456(b) and 457(r) under the Securities Act, we are deferring payment of all of the registration fee and will pay the registration fee subsequently in advance or on a "pay-as-you-go basis."
- (3) An indeterminate aggregate initial offering price or number of the securities of each identified class is being registered as may from time to time be offered at indeterminate prices. Separate consideration may or may not be received for securities that are issuable on exercise, conversion or exchange of other securities or that are issued in units or represented by depository shares. Includes an indeterminate amount of our securities as may be issued upon conversion of or exchange for, as the case may be, any other securities registered under this registration statement.
- (4) No additional consideration will be received for the guarantees and, pursuant to Rule 457(n), no additional fee is required.
- (5) Each depository share registered hereunder will be issued under a deposit agreement and will represent an interest in a fractional share or multiple shares of preferred stock and will be evidenced by a depository receipt.

**Table of Additional Registrants**

<b>Exact Name of Additional Registrants</b>	<b>Jurisdiction of Incorporation or Formation</b>	<b>Principal Executive Offices</b>	<b>Primary Standard Industrial Classification Code Number</b>	<b>I.R.S. Employer Identification No.</b>
Abilene Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-0496920
Abilene Merger, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-0496918
Affinity Health Systems, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3391769
Affinity Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3391873
Amory HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3750001
Anniston HMA, LLC	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	72-1346819
Berwick Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	23-2975836
Biloxi H.M.A., LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	59-2754033
Birmingham Holdings II, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2784086
Birmingham Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3320362
Bluefield Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-2372042
Bluefield Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-2372291
Bluffton Health System LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1792272
Brandon HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0885458
Brevard HMA Holdings, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3137706
Brevard HMA Hospitals, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3141947
Brownwood Hospital, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762521
Brownwood Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762523
Bullhead City Hospital Corporation	AZ	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	86-0982071
Bullhead City Hospital Investment Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1577204

<b>Exact Name of Additional Registrants</b>	<b>Jurisdiction of Incorporation or Formation</b>	<b>Principal Executive Offices</b>	<b>Primary Standard Industrial Classification Code Number</b>	<b>I.R.S. Employer Identification No.</b>
Campbell County HMA, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2528273
Carlisle HMA, LLC	PA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	25-1887146
Carlsbad Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762526
Carolinas Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2227855
Carolinas JV Holdings General, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2227746
Carolinas JV Holdings, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2227809
Central Florida HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964329
Central States HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964397
Chester HMA, LLC	SC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1231400
Chestnut Hill Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2295575
CHHS Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2189938
CHHS Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2295645
CHS Pennsylvania Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639170
CHS Tennessee Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	32-0465057
CHS Virginia Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639119
CHS Washington Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3272205
Citrus HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0195256
Clarksdale HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0869163
Clarksville Holdings II, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-5498575
Clarksville Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3320418

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Cleveland Hospital Company, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1587878
Cleveland Tennessee Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1281627
Clinton HMA, LLC	OK	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	37-1659366
Coatesville Hospital Corporation	PA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	23-3069798
Cocke County HMA, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2528314
College Station Hospital, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762360
College Station Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762359
College Station Merger, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1771861
Community Health Investment Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	76-0152801
CP Hospital GP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3904557
CPLP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3904614
Crestwood Healthcare, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1647983
Crestwood Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769644
Crestwood Hospital LP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762369
CSMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762362
Deaconess Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	47-0890490
Deaconess Hospital Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2401268
Desert Hospital Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8111921
Detar Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1754943
DHFW Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2817294
Dukes Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2379885

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Dyersburg Hospital Company, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557536
Emporia Hospital Corporation	VA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	54-1924866
Florida HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964255
Foley Hospital Corporation	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1811413
Fort Smith HMA, LLC	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-1013889
Frankfort Health Partner, Inc.	IN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-2009540
Franklin Hospital Corporation	VA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2200240
Gadsden Regional Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-1102774
Gaffney H.M.A., LLC	SC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	57-0859724
Granbury Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2682017
GRMC Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8112090
Hallmark Healthcare Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-0817574
Health Management Associates, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-0963645
Health Management Associates, LP	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-1601497
Health Management General Partner I, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-1721316
Health Management General Partner, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-1690736
HMA Fentress County General Hospital, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	95-3974754
HMA Hospitals Holdings, LP	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964154
HMA Santa Rosa Medical Center, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	68-0045270
HMA Services GP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-1707507

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HMA-TRI Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	47-5203380
Hobbs Medco, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769641
Hospital Management Associates, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-1410796
Hospital Management Services of Florida, LP	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5917647
Hospital of Morristown, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1528689
Jackson HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0907122
Jackson Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557525
Jefferson County HMA, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2528414
Jourdanton Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	74-3011840
Kay County Hospital Corporation	OK	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4052833
Kay County Oklahoma Hospital Company, LLC	OK	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4052936
Kennett HMA, LLC	MO	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0248087
Key West HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	65-0905661
Kirksville Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4373298
Knoxville HMA Holdings, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2528116
Lakeway Hospital Company, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1564360
Lancaster Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	57-1010381
Laredo Texas Hospital Company, L.P.	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0175530
Las Cruces Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2905434
Lea Regional Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1760149
Lebanon HMA, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0248060

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Longview Clinic Operations Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-1470252
Longview Medical Center, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762420
Longview Merger, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769639
LRH, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762421
Lutheran Health Network of Indiana, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762363
Madison HMA, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	03-0400182
Marshall County HMA, LLC	OK	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	38-3862800
Martin Hospital Company, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557527
Mary Black Health System LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	57-1047528
Mayes County HMA, LLC	OK	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-1670947
MCSA, L.L.C.	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	71-0785071
Medical Center of Brownwood, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762425
Melbourne HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3142044
Merger Legacy Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-1344746
Metro Knoxville HMA, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2535623
Mississippi HMA Holdings I, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964464
Mississippi HMA Holdings II, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964541
Moberly Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	43-1651906
Naples HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4401957
Natchez Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	37-1756496



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National Healthcare of Leesville, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	95-4066162
Navarro Hospital, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762428
Navarro Regional, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762429
NC-DSH, LLC	NV	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	88-0305790
Northampton Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2325498
Northwest Arkansas Hospitals, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5896848
Northwest Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762430
NOV Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8112009
NRH, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762431
Oak Hill Hospital Corporation	WV	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-0003893
Oro Valley Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2379881
Palmer-Wasilla Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762371
Pasco Regional Medical Center, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2832978
Pennsylvania Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	06-1694707
Phoenixville Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1055060
Poplar Bluff Regional Medical Center, LLC	MO	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	43-1238701
Port Charlotte HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1852902
Pottstown Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	06-1694708
Punta Gorda HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	65-0526360
QHG Georgia Holdings II, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-1344786
QHG Georgia Holdings, Inc.	GA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-2386459

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QHG Georgia, LP	GA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-2387537
QHG of Bluffton Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1792274
QHG of Clinton County, Inc.	IN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-2006952
QHG of Enterprise, Inc.	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-1159023
QHG of Forrest County, Inc.	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1704095
QHG of Fort Wayne Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-1946949
QHG of Hattiesburg, Inc.	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1704097
QHG of South Carolina, Inc.	SC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1587267
QHG of Spartanburg, Inc.	SC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	57-1040117
QHG of Springdale, Inc.	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1755664
Regional Hospital of Longview, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762464
River Oaks Hospital, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0626874
River Region Medical Corporation	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1576702
Rockledge HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3142075
ROH, LLC	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	64-0780035
Roswell Hospital Corporation	NM	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	74-2870118
Ruston Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8066937
Ruston Louisiana Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8066999
SACMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762472
Salem Hospital Corporation	NJ	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	22-3838322

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San Angelo Community Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762473
San Angelo Medical, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769697
Scranton Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4577223
Scranton Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4564798
Scranton Quincy Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2671991
Scranton Quincy Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2672023
Sebastian Hospital, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	65-0425888
Sebring Hospital Management Associates, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	59-2546390
Seminole HMA, LLC	OK	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-4164241
Sharon Pennsylvania Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-4257540
Sharon Pennsylvania Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	38-3920098
Shelbyville Hospital Company, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2909388
Siloam Springs Arkansas Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3635210
Siloam Springs Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3635188
Southeast HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964613
Southern Texas Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769737
Southwest Florida HMA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3964696
Spokane Valley Washington Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1315140
Spokane Washington Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1315081
Statesville HMA, LLC	NC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	56-2206788
Tennessee HMA Holdings, LP	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-1750499

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Tennyson Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3943816
Tomball Texas Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2784214
Tomball Texas Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2856063
Triad Healthcare, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2816101
Triad Holdings III, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2821745
Triad Holdings IV, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1766957
Triad Holdings V, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	51-0327978
Triad Nevada Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639289
Triad of Alabama, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762412
Triad-ARMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-0496926
Triad-El Dorado, Inc.	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1628508
Triad-Navarro Regional Hospital Subsidiary, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1681610
Tullahoma HMA, LLC	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0248018
Tunkhannock Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4566015
Van Buren H.M.A., LLC	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-1725652
Venice HMA, LLC	FL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1852812
VHC Medical, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769671
Vicksburg Healthcare, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1752111
Victoria Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1760818
Victoria of Texas, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1754940

<b>Exact Name of Additional Registrants</b>	<b>Jurisdiction of Incorporation or Formation</b>	<b>Principal Executive Offices</b>	<b>Primary Standard Industrial Classification Code Number</b>	<b>I.R.S. Employer Identification No.</b>
Virginia Hospital Company, LLC	VA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	02-0691406
Warren Ohio Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3190619
Warren Ohio Rehab Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3190578
Weatherford Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5694260
Weatherford Texas Hospital Company, LLC	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5694301
Webb Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0167530
Webb Hospital Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0167590
Wesley Health System LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2050792
West Grove Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	25-1892279
WHMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762551
Wilkes-Barre Behavioral Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3632720
Wilkes-Barre Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3632542
Wilkes-Barre Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3632648
Women & Children's Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762556
Woodland Heights Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762558
Woodward Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762418
Yakima HMA, LLC	WA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-0506909
York Pennsylvania Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	32-0360922
York Pennsylvania Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-4082660
Youngstown Ohio Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3074094

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**EXPLANATORY NOTE**

This Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 (Registration No. 333-203918) is being filed solely for the purposes of adding and removing certain registrant guarantors, updating certain information in Item 15 of Part II and amending certain signature pages of the Registration Statement. No changes or additions are being made hereby to the base prospectus that already forms a part of the Registration Statement. Accordingly, the base prospectus is being omitted from this filing.

**PART II**  
**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 14. Other Expenses of Issuance and Distribution**

The following is a statement of the estimated expenses, to be paid solely by the registrant, of the issuance and distribution of the securities being registered hereby:

	Amount To be Paid
SEC registration fee	\$ (1)
Printing and engraving expenses	\$ (2)
Accounting fees and expenses	\$ (2)
Legal fees and expenses	\$ (2)
Rating agency fees and expenses	\$ (2)
Trustee's fees and expenses	\$ (2)
Miscellaneous expenses	\$ (2)
<b>Total</b>	<b>\$ (2)</b>

- (1) In accordance with Rules 456(b) and 457(r), we are deferring payment of the registration fee.
- (2) As the amount of securities to be issued, offered and sold pursuant to this registration statement is indeterminate, the actual amount of such fees and expenses cannot be estimated at this time. An estimate of the aggregate amount of these expenses will be reflected in the applicable prospectus supplement.

**Item 15. Indemnification of Directors and Officers**

Pursuant to authority conferred by Section 102 of the DGCL, Article SIXTH of the Company's restated certificate of incorporation eliminates the personal liability of the Company's directors to the Company or its stockholders for monetary damages for breach of fiduciary duty to the fullest extent permitted under the law of the State of Delaware, including the DGCL. Article SIXTH further provides that any future amendment to or repeal of its terms will not adversely affect any right or protection of any director of the Company with respect to acts or omissions of such director occurring prior to such repeal or amendment. Article SIXTH also incorporates any future amendments to Delaware law which further eliminate or limit the liability of directors.

In accordance with Section 145 of the DGCL, Article SEVENTH of the Company's restated certificate of incorporation and certain provisions of the Company's amended and restated by-laws grant the Company's directors and officers a right to indemnification for all expenses relating to civil, criminal, administrative or investigative procedures to which they are a party (i) by reason of the fact that they are or were directors or officers of the Company or (ii) by reason of the fact that, while they are or were directors or officers of the Company, they are or were serving at the request of the Company as directors or officers of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan. Section 5 of Article VI of the Company's amended and restated by-laws further provides for advancement of expenses to such indemnified persons.

The Company's amended and restated by-laws authorize the Company to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of the Company's amended and restated by-laws. The Company has obtained insurance policies insuring its directors and officers against certain liabilities.

The Company has entered into Indemnification Agreements (the "Indemnification Agreements") with its directors and executive officers. One of the purposes of the Indemnification Agreements is to attempt to specify the extent to which persons entitled to indemnification thereunder (the "Indemnitees") may receive indemnification. Pursuant to the Indemnification Agreements, an Indemnitee is entitled to indemnification for claims arising out of or in connection with the service of Indemnitee as a director or officer of the Company or of an affiliate. In the case of an action or proceeding other than an action by or in the right of the Company or CHS, the Indemnification Agreements provide that Indemnitee is entitled to indemnification for claims relating to (i) the fact that Indemnitee is or was an officer or director of the Company or any other entity which Indemnitee is or was or will be serving at the request of the Company or CHS, or (ii) anything done or not done by Indemnitee in any such capacity. In the case of an action by or in the right of the

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Company or CHS, the Indemnification Agreements provide that Indemnitee is entitled to indemnification for claims relating to (i) the fact that Indemnitee is or was an officer or director of the Company or any affiliate or (ii) anything done or not done in such capacity. The Indemnification Agreements are in addition to and are not intended to limit any rights of indemnification which are available under the Company's restated certificate of incorporation or the Company's amended and restated bylaws, or otherwise. In addition to the rights to indemnification specified therein, the Indemnification Agreements are intended to increase the certainty of receipt by the Indemnitee of the benefits to which he or she is entitled by providing specific procedures relating to indemnification.

The following is a summary of the statutes, charter and bylaw provisions or other arrangements under which the registrants' directors and officers are indemnified against liability in their capacities as such.

#### **Alabama Registrants**

Anniston HMA, LLC, Foley Hospital Corporation, and QHG of Enterprise, Inc. are all incorporated or organized under the laws of the State of Alabama.

Section 10A-5A-4.10 of the Alabama Limited Liability Company Law of 2014 permits a limited liability company to indemnify and hold harmless a member or other person, pay in advance or reimburse expenses incurred by a member or other person, and purchase and maintain insurance on behalf of a member or other person. In addition, Section 10A-1-6.02 of the Alabama Business and Nonprofit Entities Code generally exempts limited liability companies from mandatory or court-ordered indemnification, unless the limited liability company agreement adopts the provisions of Article 6 of Chapter 1 of the Alabama Business and Nonprofit Entities Code.

Section 10A-2-8.51 and Section 10A-2-8.56 of the Alabama Business Corporation Law allows corporations to indemnify an individual made a party to a proceeding because he or she is or was a director, officer, employee or agent against liability incurred in the proceeding if: (i) the individual conducted himself or herself in good faith; (ii) the individual reasonably believed, in the case of conduct in official capacity with the corporation, that the conduct was in its best interests and in all other cases, that the conduct was at least not opposed to its best interests; and (iii) in the case of any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful. A corporation may not indemnify a director, officer, employee or agent if, in connection with a proceeding by or in the right of the corporation, the individual was adjudged liable to the corporation or, in connection with any other proceeding charging improper personal benefit, the individual was adjudged liable on the basis that personal benefit was improperly received by him or her.

Section 10A-2-8.52 and Section 10A-2-8.56 of the Alabama Business Corporation Law requires corporations to indemnify a director or officer who was successful in the defense of any proceeding, or any claim, issue or matter in the proceeding, where he or she was a party because he or she is or was a director or officer of the corporation, against reasonable expenses incurred in connection therewith.

The Operating Agreement (now referred to as a limited liability company agreement under the Alabama Limited Liability Company Law of 2014 for all limited liability companies after January 1, 2017) of Anniston HMA, LLC provides for the indemnification of any officer or director of the company against liability incurred in connection with any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer acted in good faith with the care an officer of an Alabama corporation would exercise under similar circumstances, in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding had no reasonable cause to believe his or her conduct was unlawful.

The Articles of Incorporation of Foley Hospital Corporation provide for the indemnification of directors and officers, as well as agents and employees if authorized by the Board of Directors, to the fullest extent permitted by the Alabama Business Corporation Law.

The Bylaws of QHG of Enterprise, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the laws of the state in which indemnification is sought.

#### **Arizona Registrants**

Bullhead City Hospital Corporation is incorporated under the laws of the State of Arizona.

Section 10-851 of the Arizona Business Corporations Act ("ABCA") permits a corporation to indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if all of the following conditions exist: (a) the individual's conduct was in good faith; (b) the individual reasonably believed in the case of conduct in an official capacity with the corporation, that the conduct was in its best interests and in all other cases, that the conduct was at least not opposed to its best interests; and (c) in the case of any criminal proceedings, the individual had no reasonable cause to believe the conduct was unlawful. Section 10-851 also permits a corporation to indemnify an individual made a party to a proceeding because the director engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation pursuant to section 10-202, subsection B, paragraph 2 of the Arizona Revised Statutes. The termination of a proceeding by



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judgment, order, settlement or conviction or on a plea of no contest or its equivalent is not of itself determinative that the director did not meet the standard of conduct described in this section. Under Arizona Revised Statutes, a corporation may not indemnify a director under this section either: (a) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation or (b) in connection with any other proceeding charging improper financial benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that financial benefit was improperly received by the director. Indemnification permitted under this section in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

Under Section 10-856 of the ABCA, a corporation may indemnify and advance expenses to an officer of the corporation who is a party to a proceeding because the individual is or was an officer of the corporation: (1) to the same extent as a director and (2) if the individual is an officer but not a director, or if the officer is also a director, but the basis on which the officer is made a party to the proceeding is an act or omission solely as an officer, to the further extent as may be provided by the articles of incorporation, the bylaws, a resolution of the board of directors, or a contract, except for (a) liability in connection with a proceeding by or in the right of the corporation other than for reasonable expenses incurred in connection with the proceeding and (b) liability arising out of conduct that constitutes (i) receipt of a financial benefit to which the officer is not entitled, (ii) an intentional infliction of harm on the corporation or the shareholders, or (iii) an intentional violation of criminal law.

Under the ABCA, in order for a corporation to indemnify a director or officer, except in a case where such indemnification is mandatory or upon a court order as described below, a majority of the corporation's disinterested directors, special legal counsel, or the disinterested shareholders must find that the individual met the applicable standard of conduct. Indemnification under the ABCA is permissive, except in the event of a successful defense, in which case a director or officer must be indemnified against reasonable expenses incurred in connection with the proceeding unless such indemnification is limited by the articles of incorporation. In addition, the ABCA requires Arizona corporations to indemnify any "outside director" (a director who is not an officer, employee or holder of more than five percent of any class of the corporation's stock or the stock of any affiliate of the corporation) against liability unless (i) the corporation's articles of incorporation limit such indemnification, (ii) the director is adjudged liable in a proceeding for which indemnification is not allowed as described in the first paragraph above, or (iii) a court determines, before payment to the outside director, that the director failed to meet the applicable standard of conduct as described in the first paragraph above. With certain limitations, a court may also order that an individual be indemnified if the court finds that the individual is fairly and reasonably entitled to indemnification in view of all of the relevant circumstances, whether or not the individual has met the applicable standard of conduct or was adjudged liable as described in the first paragraph above.

The Bylaws of Bullhead City Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Arizona Revised Statutes.

#### **Arkansas Registrants**

Fort Smith HMA, LLC, MCSA, L.L.C., QHG of Springdale, Inc., Triad-El Dorado, Inc., and Van Buren H.M.A., LLC are all incorporated or organized under the laws of the State of Arkansas.

Section 4-32-404 of Arkansas' Small Business Entity Tax Pass Through Act provides that a limited liability company's operating agreement may: (a) eliminate or limit the personal liability of a member or manager for monetary damages for breach of any duty provided for in Section 4-32-402 and (b) provide for indemnification of a member or manager for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because the person is or was a member or manager.

Section 4-27-850 of the Arkansas Business Corporation Act of 1987 allows a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Amended and Restated Limited Liability Company Agreements of each of Fort Smith HMA, LLC and Van Buren H.M.A., LLC and the Third Amended and Restated Limited Liability Company Agreement of MCSA, L.L.C. provide for the indemnification of any officer or director of the company from and against any and all reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines, (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in

settlement incurred by such person in connection with defending any threatened, pending, or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the company, or is or was serving at the request of the company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided the director or officer has acted in good faith with the care an officer of an Arkansas corporation of like position would exercise under similar circumstances, and in a manner reasonably believed by them to be in the best interests of the Company, and with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

The Bylaws of QHG of Springdale, Inc. state that the corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

The By-Laws of Triad–El Dorado, Inc. generally provide that the corporation shall indemnify its officers and directors against all reasonable expense incurred by them in defending claims or suits, irrespective of the time of occurrence of the claims or causes of action in such suits, made or brought against them as officers or directors of the corporation, and against all liability in such suits, except in such cases as involve gross negligence or willful misconduct in the performance of their duties.

#### **Delaware Registrants**

Abilene Hospital, LLC, Abilene Merger, LLC, Affinity Health Systems, LLC, Affinity Hospital, LLC, Berwick Hospital Company, LLC, Birmingham Holdings II, LLC, Birmingham Holdings, LLC, Bluefield Holdings, LLC, Bluefield Hospital Company, LLC, Bluffton Health System LLC, Brownwood Hospital, L.P., Brownwood Medical Center, LLC, Bullhead City Hospital Investment Corporation, Carlsbad Medical Center, LLC, Carolinas Holdings, LLC, Carolinas JV Holdings General, LLC, Carolinas JV Holdings, L.P., Central Florida HMA Holdings, LLC, Central States HMA Holdings, LLC, Chestnut Hill Health System, LLC, CHHS Holdings, LLC, CHHS Hospital Company, LLC, CHS/Community Health Systems, Inc., CHS Pennsylvania Holdings, LLC, CHS Tennessee Holdings, LLC, CHS Virginia Holdings, LLC, CHS Washington Holdings, LLC, Clarksville Holdings II, LLC, Clarksville Holdings, LLC, Cleveland Tennessee Hospital Company, LLC, College Station Hospital, L.P., College Station Medical Center, LLC, College Station Merger, LLC, Community Health Investment Company, LLC, Community Health Systems, Inc., CP Hospital GP, LLC, CPLP, LLC, Crestwood Healthcare, L.P., Crestwood Hospital LP, LLC, Crestwood Hospital, LLC, CSMC, LLC, Deaconess Holdings, LLC, Deaconess Hospital Holdings, LLC, Desert Hospital Holdings, LLC, Detar Hospital, LLC, DHFW Holdings, LLC, Dukes Health System, LLC, Florida HMA Holdings, LLC, Gadsden Regional Medical Center, LLC, GRMC Holdings, LLC, Hallmark Healthcare Company, LLC, Health Management Associates, LLC, Health Management Associates, LP, Health Management General Partner I, LLC, Health Management General Partner, LLC, HMA Hospitals Holdings, LP, HMA Services GP, LLC, HMA-TRI Holdings, LLC, Hobbs Medco, LLC, Kirksville Hospital Company, LLC, Lancaster Hospital Corporation, Las Cruces Medical Center, LLC, Lea Regional Hospital, LLC, Longview Clinic Operations Company, LLC, Longview Medical Center, L.P., Longview Merger, LLC, LRH, LLC, Lutheran Health Network of Indiana, LLC, Mary Black Health System LLC, Medical Center of Brownwood, LLC, Merger Legacy Holdings, LLC, Mississippi HMA Holdings I, LLC, Mississippi HMA Holdings II, LLC, Moberly Hospital Company, LLC, Natchez Hospital Company, LLC, National Healthcare of Leesville, Inc., Navarro Hospital, L.P., Navarro Regional, LLC, Northampton Hospital Company, LLC, Northwest Arkansas Hospitals, LLC, Northwest Hospital, LLC, NOV Holdings, LLC, NRH, LLC, Oro Valley Hospital, LLC, Palmer-Wasilla Health System, LLC, Pennsylvania Hospital Company, LLC, Phoenixville Hospital Company, LLC, Pottstown Hospital Company, LLC, QHG Georgia Holdings II, LLC, QHG of Bluffton Company, LLC, QHG of Fort Wayne Company, LLC, Regional Hospital of Longview, LLC, Ruston Hospital Corporation, Ruston Louisiana Hospital Company, LLC, SACMC, LLC, San Angelo Community Medical Center, LLC, San Angelo Medical, LLC, Scranton Holdings, LLC, Scranton Hospital Company, LLC, Scranton Quincy Holdings, LLC, Scranton Quincy Hospital Company, LLC, Sharon Pennsylvania Holdings, LLC, Sharon Pennsylvania Hospital Company, LLC, Siloam Springs Arkansas Hospital Company, LLC, Siloam Springs Holdings, LLC, Southeast HMA Holdings, LLC, Southern Texas Medical Center, LLC, Southwest Florida HMA Holdings, LLC, Spokane Valley Washington Hospital Company, LLC, Spokane Washington Hospital Company, LLC, Tennessee HMA Holdings, LP, Tennyson Holdings, LLC, Tomball Texas Holdings, LLC, Tomball Texas Hospital Company, LLC, Triad Healthcare, LLC, Triad Holdings III, LLC, Triad Holdings IV, LLC, Triad Holdings V, LLC, Triad Nevada Holdings, LLC, Triad of Alabama, LLC, Triad-ARMC, LLC, Triad-Navarro Regional Hospital Subsidiary, LLC, Tunkhannock Hospital Company, LLC, VHC Medical, LLC, Vicksburg Healthcare, LLC, Victoria Hospital, LLC, Victoria of Texas, L.P., Warren Ohio Hospital Company, LLC, Warren Ohio Rehab Hospital Company, LLC, Webb Hospital Corporation, Webb Hospital Holdings, LLC, Wesley Health System LLC, West Grove Hospital Company, LLC, WHMC, LLC, Wilkes-Barre Behavioral Hospital Company, LLC, Wilkes-Barre Holdings, LLC, Wilkes-Barre Hospital Company, LLC, Women & Children's Hospital, LLC, Woodland Heights Medical Center, LLC, Woodward Health System, LLC, York Pennsylvania Holdings, LLC, York Pennsylvania Hospital Company, LLC, and Youngstown Ohio Hospital Company, LLC are all incorporated or organized under the laws of the State of Delaware.

Section 17-108 of the Delaware Revised Uniform Limited Partnership Act provides that a partnership may, and shall have the power to, indemnify and hold harmless any partner or other person from and against any and all claims and demands whatsoever.

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Section 18-108 of the Delaware Limited Liability Company Act provides that a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Section 145 of the Delaware General Corporation Law, or the DGCL, provides that a corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of such corporation, and, with respect to any criminal actions and proceedings, had no reasonable cause to believe that his conduct was unlawful. A Delaware corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or contemplated action or suit by or in the right of such corporation, under the same conditions, except that such indemnification is limited to expenses (including attorneys' fees) actually and reasonably incurred by such person, and except that no indemnification is permitted without judicial approval if such person is adjudged to be liable to such corporation. Where an officer or director of a corporation is successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to above, or any claim, issue or matter therein, the corporation must indemnify that person against the expenses (including attorneys' fees) which such officer or director actually and reasonably incurred in connection therewith.

The Limited Partnership Agreements of each of Brownwood Hospital, L.P., College Station Hospital, L.P., Longview Medical Center, L.P., Navarro Hospital, L.P., and Victoria of Texas, L.P. provide, to the fullest extent authorized by the Delaware Revised Uniform Limited Partnership Act, for the indemnification of the General Partner of the companies from and against any and all claims and demands arising by reason of the fact that such person is, or was, General Partner of the companies. The Limited Partnership Agreements of Crestwood Healthcare, L.P. and Longview Medical Center, L.P. provide for the indemnification of the General Partner from any liability or damage incurred or suffered by the General Partner in connection with any act or omission in connection with the partnership's business, except for any act or omission constituting willful misconduct or gross negligence. The Limited Partnership Agreements of Carolinas JV Holdings, L.P., Health Management Associates, LP, HMA Hospitals Holdings, LP and Tennessee HMA Holdings, LP are silent as to indemnification.

The Limited Liability Company Agreements of each of Abilene Hospital, LLC, Abilene Merger, LLC, Affinity Hospital, LLC, Birmingham Holdings, LLC, Bluffton Health System LLC, Brownwood Medical Center, LLC, Carlsbad Medical Center, LLC, CHHS Hospital Company, LLC, Clarksville Holdings, LLC, College Station Medical Center, LLC, College Station Merger, LLC, CP Hospital GP, LLC, CPLP, LLC, Crestwood Hospital, LLC, Crestwood Hospital LP, LLC, CSMC, LLC, Deaconess Holdings, LLC, Deaconess Hospital Holdings, LLC, Desert Hospital Holdings, LLC, Detar Hospital, LLC, Dukes Health System, LLC, Gadsden Regional Medical Center, LLC, GRMC Holdings, LLC, Hobbs Medco, LLC, Las Cruces Medical Center, LLC, Lea Regional Hospital, LLC, Longview Merger, LLC, LRH, LLC, Lutheran Health Network of Indiana, LLC, Medical Center of Brownwood, LLC, Navarro Regional, LLC, Northwest Hospital, LLC, NOV Holdings, LLC, NRH, LLC, Oro Valley Hospital, LLC, Palmer-Wasilla Health System, LLC, Regional Hospital of Longview, LLC, Ruston Louisiana Hospital Company, LLC, SACMC, LLC, San Angelo Community Medical Center, LLC, San Angelo Medical, LLC, Southern Texas Medical Center, LLC, Triad Holdings III, LLC, Triad Holdings IV, LLC, Triad Holdings V, LLC, Triad of Alabama, LLC, Triad-ARMC, LLC, Triad-Navarro Regional Hospital Subsidiary, LLC, VHC Medical, LLC, Vicksburg Healthcare, LLC, Victoria Hospital, LLC, Wesley Health System LLC, WHMC, LLC, Women & Children's Hospital, LLC, Woodland Heights Medical Center, LLC, and Woodward Health System, LLC, provide, to the fullest extent authorized by the Delaware Limited Liability Company Act, for the indemnification of any member, manager, director, officer or employee of the companies, as applicable, from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, manager, officer, director or employee of the companies, as applicable.

The Limited Liability Company Agreements of each of Affinity Health Systems, LLC, Berwick Hospital Company, LLC, Birmingham Holdings II, LLC, Bluefield Holdings, LLC, Bluefield Hospital Company, LLC, Carolinas Holdings, LLC, Carolinas JV Holdings General, LLC, Central Florida HMA Holdings, LLC, Central States HMA Holdings, LLC, Chestnut Hill Health System, LLC, CHHS Holdings, LLC, CHS Pennsylvania Holdings, LLC, CHS Tennessee Holdings, LLC, CHS Virginia Holdings, LLC, CHS Washington Holdings, LLC, Clarksville Holdings II, LLC, Cleveland Tennessee Hospital Company, LLC, Community Health Investment Company, LLC, DHFW Holdings, LLC, Florida HMA Holdings, LLC, Hallmark Healthcare Company, LLC, Health Management Associates, LLC, Health Management General Partner I, LLC, Health Management General Partner, LLC, HMA Services GP, LLC, HMA-TRI Holdings, LLC, Kirksville Hospital Company, LLC, Longview Clinic Operations Company, LLC, Mary Black Health System LLC, Merger Legacy Holdings, LLC, Mississippi HMA Holdings I, LLC, Mississippi HMA Holdings II, LLC, Moberly Hospital Company, LLC, Natchez Hospital Company, LLC, Northampton Hospital Company, LLC, Northwest Arkansas Hospitals, LLC, Pennsylvania Hospital Company, LLC, Phoenixville Hospital Company, LLC, Pottstown Hospital Company, LLC, QHG Georgia Holdings II, LLC, QHG of Bluffton Company, LLC, QHG of Fort Wayne Company, LLC, Scranton Holdings, LLC, Scranton Hospital

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Company, LLC, Scranton Quincy Holdings, LLC, Scranton Quincy Hospital Company, LLC, Sharon Pennsylvania Holdings, LLC, Sharon Pennsylvania Hospital Company, LLC, Siloam Springs Arkansas Hospital Company, LLC, Siloam Springs Holdings, LLC, Southeast HMA Holdings, LLC, Southwest Florida HMA Holdings, LLC, Spokane Valley Washington Hospital Company, LLC, Spokane Washington Hospital Company, LLC, Tennyson Holdings, LLC, Tomball Texas Holdings, LLC, Tomball Texas Hospital Company, LLC, Triad Healthcare, LLC, Triad Nevada Holdings, LLC, Tunkhannock Hospital Company, LLC, Warren Ohio Hospital Company, LLC, Warren Ohio Rehab Hospital Company, LLC, Webb Hospital Holdings, LLC, West Grove Hospital Company, LLC, Wilkes-Barre Behavioral Hospital Company, LLC, Wilkes-Barre Holdings, LLC, Wilkes-Barre Hospital Company, LLC, York Pennsylvania Holdings, LLC, York Pennsylvania Hospital Company, LLC, and Youngstown Ohio Hospital Company, LLC provide for the indemnification of any officer or director of the companies from and against any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith, in a manner reasonably believed by them to be in the best interests of the Company, and has no reasonable cause to believe their conduct was unlawful.

The Bylaws and/or Certificate of Incorporation of each of Community Health Systems, Inc., CHS/Community Health Systems, Inc., Bullhead City Hospital Investment Corporation, Lancaster Hospital Corporation, National Healthcare of Leesville, Inc., Ruston Hospital Corporation, and Webb Hospital Corporation provide for the indemnification of all current and former directors and officers to the fullest extent permitted by the DGCL.

#### **Florida Registrants**

Brevard HMA Holdings, LLC, Brevard HMA Hospitals, LLC, Citrus HMA, LLC, HMA Santa Rosa Medical Center, LLC, Hospital Management Associates, LLC, Hospital Management Services of Florida, LP, Key West HMA, LLC, Melbourne HMA, LLC, Naples HMA, LLC, Pasco Regional Medical Center, LLC, Port Charlotte HMA, LLC, Punta Gorda HMA, LLC, Rockledge HMA, LLC, Sebastian Hospital, LLC, Sebring Hospital Management Associates, LLC, and Venice HMA, LLC are incorporated or organized under the laws of the State of Florida.

Section 620.1406 of the Florida Revised Uniform Limited Partnership Act of 2005 (“FRULPA”) states that a limited partnership shall reimburse a general partner for payments made and indemnify a general partner for liabilities incurred by the general partner in the ordinary course of activities of the partnership or for the preservation of its activities or property if such payments were made or such liabilities were incurred in good faith and either in the furtherance of the limited partnership’s purposes or the ordinary scope of its activities.

Section 605.0408 of the Florida Revised Limited Liability Company Act (the “FRLCA”) permits a limited liability company to indemnify and hold harmless a person with respect to a claim or demand against the person and a debt, obligation, or other liability incurred by the person by reason of the person’s former or present capacity as a member or manager if the claim, demand, debt, obligation, or other liability does not arise from the person’s breach of Sections 605.0405 (limitations on distributions), 605.0407 (management of limited liability company), 605.04071 (delegation of rights and powers to manage), 605.04072 (selection and terms of managers in a manager-managed limited liability company), 605.04073 (voting rights of members and managers), 605.04074 (agency rights of members and managers), or 605.04091 (standards of conduct for members and managers) of the FRLCA. Pursuant to Section 605.0105(3) of the FRLCA, a limited liability company’s operating agreement may not provide for indemnification for a member or manager under Section 605.0408 for any of the following: (i) conduct involving bad faith, willful or intentional misconduct, or a knowing violation of law; (ii) a transaction from which the member or manager derived an improper personal benefit; (iii) a circumstance under which the liability provisions of s. 605.0406 (liability for improper distributions) are applicable; (iv) a breach of duties or obligations under Section 605.04091 (standards of conduct for members and managers), taking into account a variation of such duties and obligations provided for in the operating agreement to the extent allowed by Section 605.0105(4).

The Limited Partnership Agreement of Hospital Management Services of Florida, LP is silent with respect to indemnification.

The Operating Agreements of each of Brevard HMA Holdings, LLC, Brevard HMA Hospitals, LLC, Citrus HMA, LLC, HMA Santa Rosa Medical Center, LLC, Hospital Management Associates, LLC, Key West HMA, LLC, Melbourne HMA, LLC, Naples HMA, LLC, Pasco Regional Medical Center, LLC, Port Charlotte HMA, LLC, Punta Gorda HMA, LLC, Rockledge HMA, LLC, Sebastian Hospital, LLC, Sebring Hospital Management Associates, LLC and Venice HMA, LLC (collectively, the “Florida LLCs,” and each, a “Florida LLC”) provide for the indemnification of the respective managers and officers of the Florida LLCs against reasonable expenses (including reasonable attorneys’ fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement, incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a manager or officer of a Florida LLC, or is or was serving at the request of a Florida LLC as a manager, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that (i) the manager or officer has met the standard of conduct described in the Operating Agreement (described below), and (ii) indemnification does not violate the provisions of Section 605.0105 of the Florida Statutes.

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With respect to the aforementioned standard of conduct, the Operating Agreements of each of the Florida LLCs provide that the managers and officers of a Florida LLC shall not be liable, responsible or accountable in damages to the member or the Florida LLC on account of such manager's or officer's status as a manager or officer of the Florida LLC or by reason of any act or omission related to the business of the Florida LLC performed or omitted by them in good faith with the care an officer of a Florida limited liability company of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Florida LLC, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a manager or officer of a Florida LLC has duties (including fiduciary duties) and liabilities relating thereto to the Florida LLC, the member or any other person, such manager or officer acting under the Operating Agreement of the Florida LLC shall not be liable to the Florida LLC, the member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of such Operating Agreement, and the provisions of such Operating Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a manager or officer otherwise existing at law or in equity, replace such other duties and liabilities of such manager or officer; provided, however, that the foregoing shall not be interpreted or construed so as to eliminate or restrict any fiduciary duty, including, but not limited to, the duties of loyalty, care, good faith and fair dealing, in such a manner as to be contrary to the provisions of Section 605.0105 of the FRLCA.

### **Georgia Registrants**

QHG Georgia Holdings, Inc. and QHG Georgia, LP are incorporated or organized under the laws of the State of Georgia.

Section 14-9-108 of the Georgia Revised Uniform Limited Partnership Act provides for the indemnification of partners by the partnership from and against any and all claims and demands whatsoever, except for (1) intentional misconduct or a knowing violation of law; or (2) any transaction for which the Indemnitee received a personal benefit in violation or breach of any provision of the partnership agreement subject to any limitations set forth in the partnership agreement.

Sections 14-2-850 through 14-2-859 of the Georgia Business Corporation Code provides for the indemnification of officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the Georgia Business Corporation Code, a corporation may purchase insurance on behalf of an officer or director of the corporation incurred in his or her capacity as an officer or director regardless of whether the person could be indemnified under the Georgia Business Corporation Code.

The Agreement of Limited Partnership of QHG Georgia, LP provides for the indemnification of the general partner to the fullest extent permitted by the Georgia Revised Uniform Limited Partnership Act.

The Bylaws of QHG Georgia Holdings, Inc. provide for the indemnification of directors and officers to the extent permitted by the Georgia Business Corporation Code.

### **Indiana Registrants**

Frankfort Health Partner, Inc. and QHG of Clinton County, Inc. are incorporated under the laws of the State of Indiana.

Under Section 23-1-37-8 of the Indiana Business Corporation Law, a corporation may indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if: (1) the individual's conduct was in good faith; and (2) the individual reasonably believed: (A) in the case of conduct in the individual's official capacity with the corporation, that the individual's conduct was in its best interests; and (B) in all other cases, that the individual's conduct was at least not opposed to its best interests; and (3) in the case of any criminal proceeding, the individual either: (A) had reasonable cause to believe the individual's conduct was lawful; or (B) had no reasonable cause to believe the individual's conduct was unlawful. A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of subsection (a)(2)(B).

The Bylaws of each of Frankfort Health Partner, Inc. and QHG of Clinton County, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the Indiana Business Corporation Law.

### **Missouri Registrants**

Kennett HMA, LLC and Poplar Bluff Regional Medical Center, LLC are organized under the laws of the State of Missouri,

Section 347.057 of the Missouri Limited Liability Company Act provides that a person who is a member, manager, or both, of a limited liability company is not liable, solely by reason of being a member or manager, or both, under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the limited liability company, whether arising in contract, tort or otherwise or for the acts or omissions of any other member, manager, agent or employee of the limited liability company. The Missouri Limited Liability Company Act provides in Section 347.088.1, that except as otherwise provided in the operating agreement an authorized person shall discharge his or her duty under the Missouri Limited Liability Company Act and the operating agreement in

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good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner a reasonable person would believe to be in the best interest of the limited liability company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance with such subsection.

The Missouri Limited Liability Company Act provides in Section 347.088.2 that to the extent that, at law or equity, a member or manager or other person has duties, including fiduciary duties, and liabilities relating to those duties to the limited liability company or to another member, manager, or other person that is party to or otherwise bound by an operating agreement: (1) any such member, manager, or other person acting under the operating agreement shall not be liable to the limited liability company or to any such other member, manager, or other person for the member's, manager's, or other person's good faith reliance on the provisions of the operating agreement; and (2) the member's, manager's or other person's duties and liabilities may be expanded or restricted by provision in the operating agreement.

The Limited Liability Company Agreements of each of Kennett HMA, LLC and Poplar Bluff Regional Medical Center, LLC provide for the indemnification of any officer or director of the company from and against any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith with the care an officer of a Missouri corporation of like position would exercise under similar circumstances, in a manner reasonably believed by them to be in the best interests of the company, and has no reasonable cause to believe their conduct was unlawful.

### **Mississippi Registrants**

Amory HMA, LLC, Biloxi H.M.A., LLC, Brandon HMA, LLC, Clarksdale HMA, LLC, Jackson HMA, LLC, Madison HMA, LLC, QHG of Forrest County, Inc., QHG of Hattiesburg, Inc., River Oaks Hospital, LLC, River Region Medical Corporation and ROH, LLC are incorporated or organized under the laws of the State of Mississippi.

Section 79-29-123 of the Revised Mississippi Limited Liability Company Act provides that the certificate of formation or operating agreement may provide for the limitation or elimination of any and all liabilities of any manager, member, officer or other person who is a party to or is otherwise bound by the operating agreement for any action taken, or failure to take any action, as a manager or member or other person, including, for breach of contract and for breach of duties, including all or any fiduciary duties, of a member, manager, officer or other person to a limited liability company or to its members or to another member or manager or officer or to another person; provided, that the certificate of formation or operating agreement may not limit or eliminate liability for (a) the amount of a financial benefit by a member or manager to which the member or manager is not entitled, (b) an intentional infliction of harm on the limited liability company or the members, (c) an intentional violation of criminal law, (d) a wrongful distribution, including distributions made in the course of winding up the company, or (e) any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing. A limited liability company may indemnify any member, manager, officer or other person from and against all claims and demands whatsoever, except a limited liability company cannot indemnify any member, manager, officer or other person in connection with a proceeding where such person was (i) found to have engaged in acts or omissions that constitute fraudulent conduct and was adjudged liable for claims based on such conduct, or (ii) was found to have engaged in any actions described in the preceding sentence and was adjudged liable for claims based on such actions. A limited liability company shall indemnify a member, manager, officer or other person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a member, manager, officer or agent of the limited liability company against reasonable expenses incurred by the member, manager, officer or agent in connection with the proceeding.

Sections 79-4-8.51 and 79-4-8.56 of the Mississippi Business Corporation Act provide that a corporation may indemnify an individual who is a party to a proceeding because he is a director or officer against liability incurred in the proceeding if the person's conduct was in good faith; the person reasonably believed (A) in the case of conduct in the person's official capacity, that the conduct was in the best interests of the corporation; and (B) in all other cases, that the person's conduct was at least not opposed to the best interests of the corporation; and in the case of any criminal action, that the person had no reasonable cause to believe the person's conduct was unlawful. A corporation may not indemnify a director or officer (1) in connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the relevant standard of conduct described in the preceding sentence or (2) in connection with any proceeding with respect to conduct for which the person was adjudged liable on the basis that he received an improper financial benefit.

Sections 79-4-8.52 and 79-4-8.56 of the Mississippi Business Corporation Act provide that a corporation must indemnify a director or officer who was wholly successful in the defense of any proceeding to which he was a party because he was a director or officer of the corporation against reasonable expenses incurred by him in connection with the proceeding.

The Operating Agreements of each of Amory HMA, LLC, Biloxi H.M.A., LLC, Brandon HMA, LLC, Clarksdale HMA, LLC, Jackson HMA, LLC, Madison HMA, LLC, River Oaks Hospital, LLC and ROH, LLC provide for the indemnification of any officer or director of the company from and against liabilities incurred in connection with any actions, suits or proceedings arising by reason of the

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fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith with the care of a prudent person in a like position and in a manner reasonably believed by them to be in the best interests of the company.

The Bylaws of each of QHG of Forrest County, Inc. and QHG of Hattiesburg, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the law of the state in which indemnification is sought.

The Bylaws of River Region Medical Corporation provide for the indemnification of directors and officers to the fullest extent permitted by applicable law.

### **Nevada Registrants**

NC-DSH, LLC is organized under the laws of the State of Nevada.

Under Sections 86.411 through 86.441 of Nevada's Limited Liability Company Act, a limited liability company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the company, by reason of the fact that he is or was a manager, member, employee or agent of the company, or is or was serving at the request of the company as a manager, member, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the limited liability company, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

A Nevada limited liability company may also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the company to procure a judgment in its favor by reason of the fact that the person is or was a manager, member, employee or agent of the company, or is or was serving at the request of the company as a manager, member, employee or agent of another Nevada limited liability company, corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by the person in connection with the defense or settlement of the action or suit if the person acted in good faith and in a manner in which he or she reasonably believed to be in or not opposed to the best interests of the company. Indemnification may not, however, be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the company or for amounts paid in settlement to the company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

To the extent that a manager, member, employee or agent of a Nevada limited liability company has been successful on the merits or otherwise in defense of any action, suit or proceeding, or in defense of any claim, issue or matter therein, the company must indemnify him or her against expenses, including attorney's fees, actually and reasonably incurred by him or her in connection with the defense.

Any other indemnification (for example if a manager, member, employee or agent of a Nevada limited liability company has been successful on the merits) unless authorized by a court or as part of an advancement of expenses provided by agreement, may be made only as authorized in the specific case upon a determination that indemnification is proper in the circumstances.

The company may also provide that the expenses of members and managers incurred in defending a civil or criminal action, suit or proceeding must be paid by the company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the manager or member to repay the amount if it is ultimately determined by a court of competent jurisdiction that the member or manager is not entitled to be indemnified by the company.

Indemnification or advancement of expenses authorized by a court does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled, except that indemnification (unless ordered by a court or for advancement of expenses) may not be made to or on behalf of any member or manager if a final adjudication establishes that the member's or the manager's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

The Operating Agreement of NC-DSH, LLC provides for the indemnification of directors and officers to the fullest extent permitted by the Nevada Limited Liability Company Act.

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## **New Jersey Registrants**

Salem Hospital Corporation is incorporated under the laws of the State of New Jersey.

Section 14A: 3-5 of the New Jersey Business Corporation Act provides that any corporation organized for any purpose under any general or special law of New Jersey shall have the power to indemnify a corporate agent against his expenses and liabilities in connection with any proceeding involving the corporate agent by reason of his being or having been such a corporate agent, other than a proceeding by or in the right of the corporation, if: (a) such corporate agent acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation; and (b) with respect to any criminal proceeding, such corporate agent had no reasonable cause to believe his conduct was unlawful. Any corporation organized for any purpose under any general or special law of New Jersey shall have the power to indemnify a corporate agent against his expenses in connection with any proceeding by or in the right of the corporation to procure a judgment in its favor which involves the corporate agent by reason of his being or having been such corporate agent, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation.

The Articles of Incorporation and the Bylaws of Salem Hospital Corporation provide for the indemnification of directors and officers to the fullest extent authorized by the New Jersey Business Corporation Act as the same exists or may hereafter be amended.

## **New Mexico Registrants**

Roswell Hospital Corporation is incorporated under the laws of the State of New Mexico.

Section 53-11-4.1 of the New Mexico Business Corporation Act permits a corporation to indemnify any person made a part to any proceeding by reason of the fact that the person is or was a director, officer, or employer if the person acted in good faith and reasonably believed the person's conduct was, in the case of conduct in the person's official capacity, in the best interests of the corporation or, otherwise, at least not opposed to its best interests; and in the case of any criminal proceeding, the person had no reasonable cause to believe the person's conduct was unlawful. Indemnification may be made against judgments, penalties, fines, settlements and reasonable expenses, actually incurred by the person in connection with the proceeding; except that if the proceeding was by or in the right of the corporation, indemnification may be made only against such reasonable expenses and shall not be made in respect of any proceeding in which the person shall have been adjudged to be liable to the corporation. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, be determinative that the person did not meet the requisite standard of conduct set forth in this subsection.

The Articles of Incorporation and Bylaws of Roswell Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the New Mexico Business Corporation Act.

## **North Carolina Registrants**

Statesville HMA, LLC is organized under the laws of the State of North Carolina.

Section 57D-3-31 of the North Carolina Limited Liability Company Act (the "NCLLCA") provides that a limited liability company must indemnify a person who is wholly successful on the merits or otherwise in the defense of any proceeding to which the person was a party because the person is or was a member, a manager, or other company official if the person also is or was an interest owner at the time to which the claim relates, acting within the person's scope of authority as a manager, member, or other company official against expenses incurred by the person in connection with the proceeding. A North Carolina limited liability company is required to reimburse a person who is or was a member for any payment made and indemnify the person for any obligation, including any judgment, settlement, penalty, fine, or other cost, incurred or borne in the authorized conduct of the business or preservation of the business or property, whether acting in the capacity of a manager, member, or other company official if, in making the payment or incurring the obligation, the person complied with the duties and standards of conduct (i) under G.S.57D-3-21 (relating to duties and standards of conduct of managers), as modified or eliminated by the operating agreement or (ii) otherwise imposed by applicable law.

The Operating Agreement of Statesville HMA, LLC provides for the indemnification of any officer or director of the company from and against any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer in good faith with the care an ordinary prudent person in a like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company.

## **Oklahoma Registrants**

Clinton HMA, LLC, Kay County Hospital Corporation, Kay County Oklahoma Hospital Company, LLC, Marshall County HMA, LLC, Mayes County HMA, LLC, and Seminole HMA, LLC were formed under the laws of the State of Oklahoma.



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Section 2003 of the Oklahoma Limited Liability Company Act provides that a limited liability company may indemnify and hold harmless any member, agent, or employee from and against any and all claims and demands whatsoever, except in the case of action or failure to act by the member, agent, or employee which constitutes willful misconduct or recklessness, and subject to the standards and restrictions, if any, set forth in the articles of organization or operating agreement. Section 2017(B) of the Oklahoma Limited Liability Company Act provides, however, that a company may not limit or eliminate a manager's liability for (a) any breach of the manager's duty of loyalty to the limited liability company or its members; (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (c) any transaction from which the manager derived an improper personal benefit.

Section 1031 of the Oklahoma General Corporation Act gives a corporation the power to indemnify certain persons under certain circumstances. The Oklahoma General Corporation Act gives a corporation the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

Section 1031 of the Oklahoma General Corporation Act also gives a corporation the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by the person in connection with the defense or settlement of an action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which the person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which the action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for expenses which the court shall deem proper.

The Bylaws of Kay County Hospital Corporation provides for the indemnification of directors and officers and to the fullest extent permitted by the Oklahoma General Corporation Law.

The Operating Agreement of Kay County Oklahoma Hospital Company, LLC provides for the indemnification of the member relating to any liability incurred by reason of interest ownership and any act performed or omitted to be performed by members in connection with the business of Kay County Oklahoma Hospital Company, LLC.

The Operating Agreements of each of Clinton HMA, LLC, Marshall County HMA, LLC, Mayes County HMA, LLC, and Seminole HMA, LLC provide for indemnification of the members and directors and officers.

#### **Pennsylvania Registrants**

Carlisle HMA, LLC and Coatesville Hospital Corporation are organized or incorporated under the laws of the Commonwealth of Pennsylvania.

Under Section 8945 of the Pennsylvania Limited Liability Company Law of 1994, a limited liability company may and shall have the power to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever, provided, however, that a limited liability company may not indemnify a manager, member or other person for an act that is determined by a court to constitute willful misconduct or recklessness. Further, subsection (d) provides that a limited liability may pay expenses incurred by a member, manager or other person in advance of disposition of any claim if such person makes an undertaking to repay the company if it is determined that such person is not entitled to indemnification. Finally, under subsection (f), a limited liability company must indemnify its members and managers for payments made, and personal liabilities reasonably incurred, in the ordinary and proper conduct of its business or for the preservation of its business or property.

Pursuant to Sections 1741-1743 of the Pennsylvania Business Corporation Law ("PABCL"), a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding (i) if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation and (ii) with respect to any criminal action or proceeding, if he or she had no

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reasonable cause to believe such conduct was unlawful. In actions brought by or in the right of the corporation, a corporation may indemnify such person against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which that person shall have been adjudged to be liable for negligence or misconduct in performance of his duty to the corporation unless, and only to the extent that, the court of common pleas or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person in fairly and reasonably entitled to indemnification for such expenses which the court of common pleas or such other court shall deem proper. A Pennsylvania corporation is required to indemnify a director or officer against expenses actually and reasonably incurred to the extent that the director or officer is successful on the merits or otherwise in defense of any action brought against him or her by reason of the fact that the director or officer is or was a director or officer of the corporation.

Section 1746 of the PABCL provides that the foregoing provisions shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under, among other things, any bylaw provision or agreement, provided that no indemnification may be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

The Limited Liability Company Agreement of Carlisle HMA, LLC provides for the indemnification of any officer or director of the companies from and against any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith, in a manner reasonably believed by them to be in the best interests of the company, and has no reasonable cause to believe their conduct was unlawful.

The Articles of Incorporation and the Bylaws of Coatesville Hospital Corporation provide for the indemnification of directors and officers to the fullest extent authorized by the Pennsylvania Business Corporation Law of 1988 as the same exists or may hereafter be amended.

#### **South Carolina Registrants**

Chester HMA, LLC, Gaffney H.M.A., LLC, QHG of South Carolina, Inc. and QHG of Spartanburg, Inc. are organized or incorporated under the laws of the State of South Carolina.

Under Section 33-44-403 of the South Carolina Limited Liability Company Act, a limited liability company shall reimburse a member or manager for payments made and indemnify a member or manager for liabilities incurred by the member or manager in the ordinary course of the business of the company or for the preservation of its business or property.

Under Sections 33-8-510 and 33-8-520 of the South Carolina Business Corporation Act, a corporation may indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if: (1) he conducted himself in good faith; and (2) he reasonably believed: (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interest; and (ii) in all other cases, that his conduct was at least not opposed to its best interest; and (3) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A corporation may not indemnify a director under this section in connection with a proceeding by or in right of the corporation in which the director was adjudged liable to the corporation or in connection with any other proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him. Unless limited by its articles of incorporation, a corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he is or was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding.

The Limited Liability Company Agreements of each of Chester HMA, LLC and Gaffney H.M.A., LLC provide for the indemnification of any officer or director of the companies from and against any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith and has not violated the duty of care and duty of loyalty set forth in Section 33-44-409 of the South Carolina Limited Liability Act.

The Bylaws of each of QHG of South Carolina, Inc. and QHG of Spartanburg, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the 1976 Code of Laws of South Carolina as amended.

#### **Tennessee Registrants**

Campbell County HMA, LLC, Cleveland Hospital Company, LLC, Cocke County HMA, LLC, Dyersburg Hospital Company, LLC, HMA Fentress County General Hospital, LLC, Hospital of Morristown, LLC, Jackson Hospital Corporation, Jefferson County HMA, LLC, Knoxville HMA Holdings, LLC, Lakeway Hospital Company, LLC, Lebanon HMA, LLC, Martin Hospital Company, LLC, Metro Knoxville HMA, LLC, Shelbyville Hospital Company, LLC and Tullahoma HMA, LLC are incorporated under the laws of the State of Tennessee.

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Section 48-249-115 of the Tennessee Revised Limited Liability Company Act permits a limited liability company, or LLC, to indemnify an individual made a party to a proceeding because such individual is or was a responsible person against liability incurred in the proceeding if the individual acted in good faith and reasonably believed that such individual's conduct was in the best interest of the LLC or at least not opposed to its best interests, and in the case of any criminal proceeding, had no reasonable cause to believe such conduct was unlawful. Unless ordered by a court, a limited liability company may not indemnify a responsible person in connection with a proceeding by or in the right of the LLC in which the responsible person was adjudged liable to the LLC, or in connection with any other proceeding charging improper personal benefit to such responsible person, whether or not involving action in such person's official capacity, in which such person was adjudged liable on the basis that personal benefit was improperly received by such person. Unless limited by its articles, an LLC shall indemnify a responsible person or manager who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a responsible person or manager of the LLC against reasonable expenses incurred by the person in connection with the proceeding.

Section 48-18-507 of the Tennessee Business Corporation Act ("TBCA") provides that a corporation may indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if: (a) the individual conducted himself or herself in good faith; (b) the individual reasonably believed (i) in the case of conduct in the individual's official capacity with the corporation, that the individual's conduct was in its best interest; and (ii) in all other cases, that the individual's conduct was at least not opposed to its best interests, and (c) in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful. Section 48-18-507 of the Tennessee Business Corporation Act provides that, unless the corporation's charter provides otherwise: (1) an officer of the corporation who is not a director is entitled to mandatory indemnification and is entitled to apply for court-ordered indemnification, in each case to the same extent as a director; (2) the corporation may indemnify and advance expenses under this part to an officer, employee, or agent of the corporation who is not a director to the same extent as to a director; and (3) a corporation may also indemnify and advance expenses to an officer, employee, or agent who is not a director to the extent, consistent with public policy, that may be provided by its charter, bylaws, general or specific action of its board of directors, or contract.

The Operating Agreements of each of Campbell County HMA, LLC, Cleveland Hospital Company, LLC, Cocke County HMA, LLC, Dyersburg Hospital Company, LLC, HMA Fentress County General Hospital, LLC, Hospital of Morristown, LLC, Jefferson County HMA, LLC, Knoxville HMA Holdings, LLC, Lakeway Hospital Company, LLC, Lebanon HMA, LLC, Martin Hospital Company, LLC, Metro Knoxville HMA, LLC, Shelbyville Hospital Company, LLC, and Tullahoma HMA, LLC provide for the indemnification of any officer or director of the company from and against any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith, in a manner reasonably believed by them to be in the best interests of the company, and has no reasonable cause to believe their conduct was unlawful.

The Bylaws and Charter of Jackson Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Tennessee Business Corporation Act.

#### **Texas Registrants**

Granbury Hospital Corporation, Jourdanton Hospital Corporation, Laredo Texas Hospital Company, L.P., Weatherford Hospital Corporation and Weatherford Texas Hospital Company, LLC are incorporated or organized under the laws of the State of Texas.

Chapter 101 of the Texas Business Organizations Code ("TBOC") relates specifically to limited liability companies.

Section 101.402 of the TBOC permits a limited liability company to indemnify members, managers, officers or assignees of membership interests in the company and to purchase or procure or establish and maintain liability insurance or another arrangement for such members, managers, officers and assignees of membership interests in the company, subject to such standards, and restrictions, if any, as are set forth in its articles of organization or in its company agreement.

Section 101.401 of the TBOC provides that the company agreement of a limited liability company may expand or restrict any duties, including fiduciary duties, and related liabilities that a member, manager, officer, or other person has to the company or to a member or manager of the company.

Chapter 8 of the TBOC applies to each form of entity in Texas except for general partnerships or limited liability companies.

Section 8.051 of the TBOC states that (a) An enterprise shall indemnify a governing person, former governing person, or delegate against reasonable expenses actually incurred by the person in connection with a proceeding in which the person is a respondent because the person is or was a governing person or delegate if the person is wholly successful, on the merits or otherwise, in the defense of the

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proceeding. (b) A court that determines, in a suit for indemnification, that a governing person, former governing person, or delegate is entitled to indemnification under this section shall order indemnification and award to the person the expenses incurred in securing the indemnification.

Section 8.052 of the TBOC states that (a) On application of a governing person, former governing person, or delegate and after notice is provided as required by the court, a court may order an enterprise to indemnify the person to the extent the court determines that the person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances. (b) This section applies without regard to whether the governing person, former governing person, or delegate applying to the court satisfies the requirements of Section 8.101 or has been found liable: (1) to the enterprise; or (2) because the person improperly received a personal benefit, without regard to whether the benefit resulted from an action taken in the person's official capacity. (c) The indemnification ordered by the court under this section is limited to reasonable expenses if the governing person, former governing person, or delegate is found liable: (1) to the enterprise; or (2) because the person improperly received a personal benefit, without regard to whether the benefit resulted from an action taken in the person's official capacity.

Section 8.101 of the TBOC states that (a) An enterprise may indemnify a governing person, former governing person, or delegate who was, is, or is threatened to be made a respondent in a proceeding to the extent permitted by Section 8.102 if it is determined in accordance with Section 8.103 that: (1) the person: (A) acted in good faith; (B) reasonably believed: (i) in the case of conduct in the person's official capacity, that the person's conduct was in the enterprise's best interests; and (ii) in any other case, that the person's conduct was not opposed to the enterprise's best interests; and (C) in the case of a criminal proceeding, did not have a reasonable cause to believe the person's conduct was unlawful; (2) with respect to expenses, the amount of expenses other than a judgment is reasonable; and (3) indemnification should be paid. (b) Action taken or omitted by a governing person or delegate with respect to an employee benefit plan in the performance of the person's duties for a purpose reasonably believed by the person to be in the interest of the participants and beneficiaries of the plan is for a purpose that is not opposed to the best interests of the enterprise. (c) Action taken or omitted by a delegate to another enterprise for a purpose reasonably believed by the delegate to be in the interest of the other enterprise or its owners or members is for a purpose that is not opposed to the best interests of the enterprise. (d) A person does not fail to meet the standard under Subsection (a)(1) solely because of the termination of a proceeding by: (1) judgment; (2) order; (3) settlement; (4) conviction; or (5) a plea of nolo contendere or its equivalent.

Section 8.102 of the TBOC states that (a) Subject to Subsection (b), an enterprise may indemnify a governing person, former governing person, or delegate against: (1) a judgment; and (2) expenses, other than a judgment, that are reasonable and actually incurred by the person in connection with a proceeding. (b) Indemnification under this subchapter of a person who is found liable to the enterprise or is found liable because the person improperly received a personal benefit: (1) is limited to reasonable expenses actually incurred by the person in connection with the proceeding; (2) does not include a judgment, a penalty, a fine, and an excise or similar tax, including an excise tax assessed against the person with respect to an employee benefit plan; and (3) may not be made in relation to a proceeding in which the person has been found liable for: (A) willful or intentional misconduct in the performance of the person's duty to the enterprise; (B) breach of the person's duty of loyalty owed to the enterprise; or (C) an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the enterprise. (c) A governing person, former governing person, or delegate is considered to have been found liable in relation to a claim, issue, or matter only if the liability is established by an order, including a judgment or decree of a court, and all appeals of the order are exhausted or foreclosed by law.

The Limited Liability Company Agreement of Weatherford Texas Hospital Company, LLC provides for the indemnification of any member.

The Bylaws of each of Granbury Hospital Corporation, Jourdanton Hospital Corporation and Weatherford Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the TBOC.

The Third Amended and Restated Agreement of Limited Partnership of Laredo Texas Hospital Company, L.P. provides for the indemnification of directors and officers of the general partner to the fullest extent permitted by the TBOC.

#### **Virginia Registrants**

Emporia Hospital Corporation and Franklin Hospital Corporation are incorporated under the laws of Virginia.

Article 10 of Chapter 9 of Title 13.1 of the Code of Virginia, as amended, permits a Virginia corporation to indemnify any director or officer for reasonable expenses incurred in any legal proceeding in advance of final disposition of the proceeding, if the director or officer furnishes the corporation with a written statement of his or her good faith belief that he or she has met the standard of conduct prescribed by the Code of Virginia and furnishes the corporation with a written undertaking to repay any funds advanced if it is ultimately determined that he or she did not meet the relevant standard of conduct. In addition, a corporation is permitted to indemnify a director or officer against liability incurred in a proceeding if a determination has been made by the disinterested members of the board of directors, special legal counsel or shareholders that the director or officer conducted himself or herself in good faith and otherwise met the required standard of conduct. In a proceeding by or in the right of the corporation, no indemnification shall be made in respect of any

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matter as to which a director or officer is adjudged to be liable to the corporation, except (i) pursuant to a lawful court order, or (ii) for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the relevant standard of conduct. In any other proceeding, no indemnification shall be made, unless lawfully ordered by a court, if the director or officer is adjudged liable to the corporation on the basis that he or she improperly received a personal benefit. Corporations are given the power to make any further indemnity, including advance of expenses, to any director or officer that may be authorized by the articles of incorporation or any bylaw made by the shareholders or any resolution adopted, before or after the event, by the shareholders, except an indemnity against willful misconduct or a knowing violation of the criminal law. Any such provision that obligates the corporation to provide indemnification to the fullest extent permitted by law shall be deemed, unless the articles of incorporation or any such bylaw or resolution expressly provides otherwise, also to obligate the corporation to advance funds to pay for or reimburse expenses to the fullest extent permitted by law in accordance with the first sentence of this paragraph, except that the applicable standard shall be conduct that does not constitute willful misconduct or a knowing violation of criminal law. Unless limited by its articles of incorporation, indemnification against the reasonable expenses incurred by a director or officer is mandatory when he or she entirely prevails in the defense of any proceeding to which he or she is a party because he or she is or was a director or officer.

The Articles of Incorporation and the Bylaws of each of Emporia Hospital Corporation and Franklin Hospital Corporation provide for the indemnification of directors and officers to the fullest extent authorized by the Code of Virginia.

Virginia Hospital Company, LLC is organized under the laws of Virginia.

Section 13.1-1009 of the Virginia Limited Liability Company Act permits a limited liability company to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever, and to pay for or reimburse any member or manager or other person for reasonable expenses incurred by such a person who is a party to a proceeding in advance of final disposition of the proceeding.

The Limited Liability Company Agreement of Virginia Hospital Company, LLC provides to the fullest extent authorized by the Virginia Limited Liability Company Act, for the indemnification of any member, manager, officer or employee of the company from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, manager, officer or employee of the company.

#### **Washington Registrants**

Yakima HMA, LLC is organized under the laws of the State of Washington.

Section 25.15.041 of the Washington Limited Liability Company Act, as amended, (the "Act") provides that a limited liability company may indemnify any member or manager from and against any judgments, settlements, penalties, fines, or expenses incurred in a proceeding or obligate itself to advance or reimburse expenses incurred in a proceeding to which a person is a party because such person is, or was, a member or a manager, provided that no such indemnity shall indemnify a member or a manager from or on account of acts or omissions of the member or manager finally adjudged to be intentional misconduct or a knowing violation of law by the member or manager, or conduct of the member or manager adjudged to be in violation of Section 25.15.231 of the Act. Section 25.15.231 of the Act prohibits distributions in violation of the limited liability company agreement and generally prohibits distributions that would result in a limited liability company being unable to pay its debts as they become due, or would result in the liabilities of the limited liability company exceeding the fair value of its assets.

The Limited Liability Company Agreement of Yakima HMA, LLC provides for the indemnification of any officer or director of the company from and against any and all claims and demands arising by reason of the fact that such person is or was a director or officer of the company, or is or was serving at the request of the company, provided the director or officer has acted in good faith, in a manner reasonably believed by them to be in the best interests of the company, and has no reasonable cause to believe their conduct was unlawful.

#### **West Virginia Registrants**

Oak Hill Hospital Corporation is incorporated under the laws of the State of West Virginia.

Sections 31D-8-851 and 31D-8-856 permits a corporation to indemnify an individual who is a party to a proceeding because he or she is a director or officer, respectively, against liability incurred in the proceeding if he or she conducted himself or herself in good faith and reasonably believed that his or her conduct was in the best interests of the corporation or at least not opposed to the best interests of the corporation; and in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation.

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The Bylaws of Oak Hill Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the West Virginia Business Corporation Act.

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**Item 16. Exhibits**

<b>Exhibit No.</b>	<b>Description</b>
1.1*	Form of Underwriting Agreement
3.1	Form of Restated Certificate of Incorporation of Community Health Systems, Inc. (incorporated by reference to Exhibit 3.1 to Amendment No. 4 to Community Health Systems, Inc.'s Registration Statement on Form S-1/A filed June 8, 2000 (No. 333-31790))
3.2	Certificate of Amendment to the Restated Certificate of Incorporation of Community Health Systems, Inc., dated May 18, 2010 (incorporated by reference to Exhibit 3.2 to Community Health Systems, Inc.'s Current Report on Form 8-K filed May 20, 2010 (No. 001-15925))
3.3	Amended and Restated By-laws of Community Health Systems, Inc. (as of December 7, 2016) (incorporated by reference to Exhibit 3.1 to Community Health Systems, Inc.'s Current Report on Form 8-K filed December 12, 2016 (No. 001-15925))
4.1**	Form of Indenture, by and between Community Health Systems, Inc. and Regions Bank, as trustee, relating to Senior Debt Securities
4.2**	Form of Indenture, by and between Community Health Systems, Inc. and Regions Bank, as trustee, relating to the Subordinated Debt Securities
4.3**	Form of Indenture, by and between CHS/Community Health Systems, Inc. and Regions Bank, as trustee, relating to the Senior Debt Securities
4.4**	Form of Indenture, by and between CHS/Community Health Systems, Inc. and Regions Bank, as trustee, relating to the Subordinated Debt Securities
4.5	Form of Senior Debt Security of Community Health Systems, Inc. (included in Exhibit 4.1)
4.6	Form of Subordinated Debt Security of Community Health Systems, Inc. (included in Exhibit 4.2)
4.7	Form of Senior Debt Security of CHS/Community Health Systems, Inc. (included in Exhibit 4.3)
4.8	Form of Subordinated Debt Security of CHS/Community Health Systems, Inc. (included in Exhibit 4.4)
4.5*	Form of Certificate of Designation
4.6*	Form of Depositary Agreement
4.7*	Form of Depositary Receipt
4.8*	Form of Warrant
4.9	Form of Common Stock Certificate (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2014 filed May 7, 2014 (No. 001-15925))
4.10*	Form of Preferred Stock Certificate of Community Health Systems, Inc.
5.1	Opinion of Hodgson Russ LLP
5.2**	Opinion of Bradley Arant Boult Cummings LLP
5.3**	Opinion of Kutak Rock LLP
5.4**	Opinion of Snell & Wilmer L.L.P.
5.5	Opinion of Bass, Berry & Sims PLC
5.6	Opinion of Buchanan Ingersoll & Rooney PC
5.7**	Opinion of King & Spalding LLP
5.8**	Opinion of Bingham Greenebaum Doll LLP
5.9**	Opinion of Husch Blackwell LLP
5.10**	Opinion of Ballard Spahr LLP
5.11**	Opinion of Montgomery & Andrews, P.A.
5.12**	Opinion of Bailey Kennedy, LLP
5.13**	Opinion of McAfee & Taft A Professional Corporation
5.14	Opinion of Parker Poe Adams & Bernstein LLP
5.15	Opinion of Liechty, McGinnis, Berryman & Bowen, LLP
5.16**	Opinion of Hancock, Daniel, Johnson & Nagle, P.C.
5.17**	Opinion of Witherspoon Kelley, P.S.
5.18**	Opinion of Steptoe & Johnson PLLC

<u>Exhibit No.</u>	<u>Description</u>
12.1**	Computation of Ratio of Earnings to Fixed Charges
23.1	Consent of Hodgson Russ LLP (included as part of its opinion filed as Exhibit 5.1)
23.2**	Consent of Bradley Arant Boult Cummings LLP (included as part of its opinion filed as Exhibit 5.2)
23.3**	Consent of Kutak Rock LLP (included as part of its opinion filed as Exhibit 5.3)
23.4**	Consent of Snell & Wilmer L.L.P. (included as part of its opinion filed as Exhibit 5.4)
23.5	Consent of Bass, Berry & Sims PLC (included as part of its opinion filed as Exhibit 5.5)
23.6	Consent of Buchanan Ingersoll & Rooney PC (included as part of its opinion filed as Exhibit 5.6)
23.7**	Consent of King & Spalding LLP (included as part of its opinion filed as Exhibit 5.7)
23.8**	Consent of Bingham Greenebaum Doll LLP (included as part of its opinion filed as Exhibit 5.8)
23.9**	Consent of Husch Blackwell LLP (included as part of its opinion filed as Exhibit 5.9)
23.10**	Consent of Ballard Spahr LLP (included as part of its opinion filed as Exhibit 5.10)
23.11**	Consent of Montgomery & Andrews, P.A. (included as part of its opinion filed as Exhibit 5.11)
23.12**	Consent of Bailey Kennedy, LLP (included as part of its opinion filed as Exhibit 5.12)
23.13**	Consent of McAfee & Taft A Professional Corporation (included as part of its opinion filed as Exhibit 5.13)
23.14	Consent of Parker Poe Adams & Bernstein LLP (included as part of its opinion filed as Exhibit 5.14)
23.15	Consent of Liechty, McGinnis, Berryman & Bowen, LLP (included as part of its opinion filed as Exhibit 5.15)
23.16**	Consent of Hancock, Daniel, Johnson & Nagle, P.C. (included as part of its opinion filed as Exhibit 5.16)
23.17**	Consent of Witherspoon Kelley, P.S. (included as part of its opinion filed as Exhibit 5.17)
23.18**	Consent of Steptoe & Johnson PLLC (included as part of its opinion filed as Exhibit 5.18)
23.19**	Consent of Deloitte & Touche LLP
24.1**	Powers of Attorney (included on the signature pages of this registration statement)
25.1	Statement of Eligibility of Trustee on Form T-1 relating to Senior Debt Securities of Community Health Systems, Inc.
25.2	Statement of Eligibility of Trustee on Form T-1 relating to Subordinated Debt Securities of Community Health Systems, Inc.
25.3	Statement of Eligibility of Trustee on Form T-1 relating to Senior Debt Securities of CHS/Community Health Systems, Inc.
25.4	Statement of Eligibility of Trustee on Form T-1 relating to Subordinated Debt Securities of CHS/Community Health Systems, Inc.

\* To be filed as an exhibit to a Current Report on Form 8-K or other document incorporated by reference herein or to a post-effective amendment.  
\*\* Previously filed.



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**Item 17. Undertakings**

Each undersigned registrant hereby undertakes:

(a)(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*provided, however*, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

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(b) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(d) The undersigned registrant hereby undertakes to file an application for the purpose of determining the eligibility of the relevant trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Securities and Exchange Commission under section 305(b)(2) of the Act.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, State of Tennessee, on March 3, 2017.

CHS/COMMUNITY HEALTH SYSTEMS, INC.  
(Registrant)

By: /s/ W. Larry Cash  
W. Larry Cash  
President of Financial Services,  
Chief Financial Officer and Director

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
* _____ Wayne T. Smith	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	March 3, 2017
/s/ W. Larry Cash _____ W. Larry Cash	President of Financial Services, Chief Financial Officer and Director (Principal Financial Officer)	March 3, 2017
* _____ Kevin J. Hammons	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 3, 2017
* _____ Rachel A. Seifert	Executive Vice President, Secretary, General Counsel and Director	March 3, 2017

\*By: /s/ W. Larry Cash  
W. Larry Cash  
*Attorney-in-Fact*



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\*By: /s/ W. Larry Cash  
W. Larry Cash  
*Attorney-in-Fact*

/s/ H. James Williams, Ph.D.  
H. James Williams, Ph.D.

Director

March 3, 2017

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, State of Tennessee, on March 3, 2017.

Each of the Registrants Named on  
Schedule A-1 Hereto

By: /s/ W. Larry Cash  
W. Larry Cash  
President

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints W. Larry Cash and Rachel A. Seifert and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ W. Larry Cash</u> W. Larry Cash	President and Director (Principal Executive Officer and Principal Financial Officer)	March 3, 2017
<u>/s/ Martin G. Schweinhart</u> Martin G. Schweinhart	Executive Vice President and Director	March 3, 2017
<u>/s/ Kevin J. Hammons</u> Kevin J. Hammons	Senior Vice President (Principal Accounting Officer)	March 3, 2017
<u>/s/ Rachel A. Seifert</u> Rachel A. Seifert	Executive Vice President, Secretary and Director	March 3, 2017

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**Schedule A-1**  
**Registrants**

**Exact Name of Additional Registrants**

Abilene Hospital, LLC  
Abilene Merger, LLC  
Affinity Health Systems, LLC  
Affinity Hospital, LLC  
Amory HMA, LLC  
Anniston HMA, LLC  
Berwick Hospital Company, LLC  
Biloxi H.M.A., LLC  
Birmingham Holdings II, LLC  
Birmingham Holdings, LLC  
Bluefield Holdings, LLC  
Bluefield Hospital Company, LLC  
Bluffton Health System LLC  
Brandon HMA, LLC  
Brevard HMA Holdings, LLC  
Brevard HMA Hospitals, LLC  
Brownwood Hospital, L.P.  
Brownwood Medical Center, LLC  
Bullhead City Hospital Corporation  
Bullhead City Hospital Investment Corporation  
Campbell County HMA, LLC  
Carlisle HMA, LLC  
Carlsbad Medical Center, LLC  
Carolinas Holdings, LLC  
Carolinas JV Holdings General, LLC  
Carolinas JV Holdings, L.P.  
Central Florida HMA Holdings, LLC  
Central States HMA Holdings, LLC  
Chester HMA, LLC  
Chestnut Hill Health System, LLC  
CHHS Holdings, LLC  
CHHS Hospital Company, LLC  
CHS Pennsylvania Holdings, LLC  
CHS Tennessee Holdings, LLC  
CHS Virginia Holdings, LLC  
CHS Washington Holdings, LLC  
Citrus HMA, LLC  
Clarksdale HMA, LLC  
Clarksville Holdings II, LLC  
Clarksville Holdings, LLC  
Cleveland Hospital Company, LLC  
Cleveland Tennessee Hospital Company, LLC  
Clinton HMA, LLC  
Coatesville Hospital Corporation  
Cocke County HMA, LLC  
College Station Hospital, L.P.  
College Station Medical Center, LLC  
College Station Merger, LLC  
Community Health Investment Company, LLC  
CP Hospital GP, LLC  
CPLP, LLC  
Crestwood Healthcare, L.P.

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**Exact Name of Additional Registrants**

Crestwood Hospital LP, LLC  
Crestwood Hospital, LLC  
CSMC, LLC  
Deaconess Holdings, LLC  
Deaconess Hospital Holdings, LLC  
Desert Hospital Holdings, LLC  
Detar Hospital, LLC  
DHFV Holdings, LLC  
Dukes Health System, LLC  
Dyersburg Hospital Company, LLC  
Emporia Hospital Corporation  
Florida HMA Holdings, LLC  
Foley Hospital Corporation  
Fort Smith HMA, LLC  
Frankfort Health Partner, Inc.  
Franklin Hospital Corporation  
Gadsden Regional Medical Center, LLC  
Gaffney H.M.A., LLC  
Granbury Hospital Corporation  
GRMC Holdings, LLC  
Hallmark Healthcare Company, LLC  
Health Management Associates, LLC  
Health Management Associates, LP  
Health Management General Partner I, LLC  
Health Management General Partner, LLC  
HMA Fentress County General Hospital, LLC  
HMA Hospitals Holdings, LP  
HMA Santa Rosa Medical Center, LLC  
HMA Services GP, LLC  
HMA-TRI Holdings, LLC  
Hobbs Medco, LLC  
Hospital Management Associates, LLC  
Hospital Management Services of Florida, LP  
Hospital of Morristown, LLC  
Jackson HMA, LLC  
Jackson Hospital Corporation  
Jefferson County HMA, LLC  
Jourdanton Hospital Corporation  
Kay County Hospital Corporation  
Kay County Oklahoma Hospital Company, LLC  
Kennett HMA, LLC  
Key West HMA, LLC  
Kirksville Hospital Company, LLC  
Knoxville HMA Holdings, LLC  
Lakeway Hospital Company, LLC  
Lancaster Hospital Corporation  
Laredo Texas Hospital Company, L.P.  
Las Cruces Medical Center, LLC  
Lea Regional Hospital, LLC  
Lebanon HMA, LLC  
Longview Clinic Operations Company, LLC  
Longview Medical Center, L.P.  
Longview Merger, LLC  
LRH, LLC  
Lutheran Health Network of Indiana, LLC  
Madison HMA, LLC  
Marshall County HMA, LLC  
Martin Hospital Company, LLC  
Mary Black Health System LLC



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**Exact Name of Additional Registrants**

Mayes County HMA, LLC  
MCSA, L.L.C.  
Medical Center of Brownwood, LLC  
Melbourne HMA, LLC  
Merger Legacy Holdings, LLC  
Metro Knoxville HMA, LLC  
Mississippi HMA Holdings I, LLC  
Mississippi HMA Holdings II, LLC  
Moberly Hospital Company, LLC  
Naples HMA, LLC  
Natchez Hospital Company, LLC  
National Healthcare of Leesville, Inc.  
Navarro Hospital, L.P.  
Navarro Regional, LLC  
NC-DSH, LLC  
Northampton Hospital Company, LLC  
Northwest Arkansas Hospitals, LLC  
Northwest Hospital, LLC  
NOV Holdings, LLC  
NRH, LLC  
Oak Hill Hospital Corporation  
Oro Valley Hospital, LLC  
Palmer-Wasilla Health System, LLC  
Pasco Regional Medical Center, LLC  
Pennsylvania Hospital Company, LLC  
Phoenixville Hospital Company, LLC  
Poplar Bluff Regional Medical Center, LLC  
Port Charlotte HMA, LLC  
Pottstown Hospital Company, LLC  
Punta Gorda HMA, LLC  
QHG Georgia Holdings II, LLC  
QHG Georgia Holdings, Inc.  
QHG Georgia, LP  
QHG of Bluffton Company, LLC  
QHG of Clinton County, Inc.  
QHG of Enterprise, Inc.  
QHG of Forrest County, Inc.  
QHG of Fort Wayne Company, LLC  
QHG of Hattiesburg, Inc.  
QHG of South Carolina, Inc.  
QHG of Spartanburg, Inc.  
QHG of Springdale, Inc.  
Regional Hospital of Longview, LLC  
River Oaks Hospital, LLC  
River Region Medical Corporation  
Rockledge HMA, LLC  
ROH, LLC  
Roswell Hospital Corporation  
Ruston Hospital Corporation  
Ruston Louisiana Hospital Company, LLC  
SACMC, LLC  
Salem Hospital Corporation  
San Angelo Community Medical Center, LLC  
San Angelo Medical, LLC  
Scranton Holdings, LLC  
Scranton Hospital Company, LLC  
Scranton Quincy Holdings, LLC  
Scranton Quincy Hospital Company, LLC  
Sebastian Hospital, LLC

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**Exact Name of Additional Registrants**

Sebring Hospital Management Associates, LLC  
Seminole HMA, LLC  
Sharon Pennsylvania Holdings, LLC  
Sharon Pennsylvania Hospital Company, LLC  
Shelbyville Hospital Company, LLC  
Siloam Springs Arkansas Hospital Company, LLC  
Siloam Springs Holdings, LLC  
Southeast HMA Holdings, LLC  
Southern Texas Medical Center, LLC  
Southwest Florida HMA Holdings, LLC  
Spokane Valley Washington Hospital Company, LLC  
Spokane Washington Hospital Company, LLC  
Statesville HMA, LLC  
Tennessee HMA Holdings, LP  
Tennyson Holdings, LLC  
Tomball Texas Holdings, LLC  
Tomball Texas Hospital Company, LLC  
Triad Healthcare, LLC  
Triad Holdings III, LLC  
Triad Holdings IV, LLC  
Triad Holdings V, LLC  
Triad Nevada Holdings, LLC  
Triad of Alabama, LLC  
Triad-ARMC, LLC  
Triad-El Dorado, Inc.  
Triad-Navarro Regional Hospital Subsidiary, LLC  
Tullahoma HMA, LLC  
Tunkhannock Hospital Company, LLC  
Van Buren H.M.A., LLC  
Venice HMA, LLC  
VHC Medical, LLC  
Vicksburg Healthcare, LLC  
Victoria Hospital, LLC  
Victoria of Texas, L.P.  
Virginia Hospital Company, LLC  
Warren Ohio Hospital Company, LLC  
Warren Ohio Rehab Hospital Company, LLC  
Weatherford Hospital Corporation  
Weatherford Texas Hospital Company, LLC  
Webb Hospital Corporation  
Webb Hospital Holdings, LLC  
Wesley Health System LLC  
West Grove Hospital Company, LLC  
WHMC, LLC  
Wilkes-Barre Behavioral Hospital Company, LLC  
Wilkes-Barre Holdings, LLC  
Wilkes-Barre Hospital Company, LLC  
Women & Children's Hospital, LLC  
Woodland Heights Medical Center, LLC  
Woodward Health System, LLC  
Yakima HMA, LLC  
York Pennsylvania Holdings, LLC  
York Pennsylvania Hospital Company, LLC  
Youngstown Ohio Hospital Company, LLC

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, State of Tennessee, on March 3, 2017.

Brownwood Hospital, L.P.  
By: Brownwood Medical Center, LLC  
Its: General Partner

Carolinas JV Holdings, L.P.  
By: Carolinas JV Holdings General, LLC  
Its: General Partner

College Station Hospital, L.P.  
By: College Station Medical Center, LLC  
Its: General Partner

Crestwood Healthcare, L.P.  
By: Crestwood Hospital, LLC  
Its: General Partner

Health Management Associates, LP  
By: Health Management General Partner, LLC  
Its: General Partner

HMA Hospitals Holdings, LP  
By: Health Management General Partner, LLC  
Its: General Partner

Hospital Management Services of Florida, LP  
By: HMA Services GP, LLC  
Its: General Partner

Laredo Texas Hospital Company, L.P.  
By: Webb Hospital Corporation  
Its: General Partner

Longview Medical Center, L.P.  
By: Regional Hospital of Longview, LLC  
Its: General Partner

Navarro Hospital, L.P.  
By: Navarro Regional, LLC  
Its: General Partner

QHG Georgia, LP  
By: QHG Georgia Holdings II, LLC  
Its: General Partner

Tennessee HMA Holdings, LP  
By: Health Management General Partner I, LLC  
Its: General Partner

Victoria of Texas, L.P.  
By: Detar Hospital, LLC  
Its: General Partner

By: /s/ W. Larry Cash  
W. Larry Cash  
President

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ W. Larry Cash</u> W. Larry Cash	President and Director (Principal Executive Officer and Principal Financial Officer)	March 3, 2017
*		
<u>Martin G. Schweinhart</u>	Executive Vice President and Director	March 3, 2017
*		
<u>Kevin J. Hammons</u>	Senior Vice President (Principal Accounting Officer)	March 3, 2017
*		
<u>Rachel A. Seifert</u>	Executive Vice President, Secretary and Director	March 3, 2017

\*By: /s/ W. Larry Cash  
W. Larry Cash  
Attorney-in-Fact

March 3, 2017

Community Health Systems, Inc.  
CHS/Community Health Systems, Inc.  
4000 Meridian Boulevard  
Franklin, TN 37067

Re: Post-Effective Amendment No. 1 to Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as New York counsel to Community Health Systems, Inc. (the "Parent"), CHS/Community Health Systems, Inc. ("CHS") and the entities identified on Exhibit A attached to this letter (collectively the "Guarantors") solely for the purpose of providing the opinions set forth in this letter and for no other purpose (including, but not limited to, conducting any negotiation or providing any legal or other advice) in connection with the filing by the Parent with the Securities and Exchange Commission (the "Commission") of a Post-Effective Amendment No. 1 (the "Post-Effective Amendment") to the Registration Statement on Form S-3 that was filed by the Parent with the Commission on May 6, 2015 (the "Registration Statement"), which related to the shelf registration under the Securities Act of 1933, as amended, (the "Securities Act") of the issuance from time to time of, among other securities, (1) Securities (as such term is defined in an Indenture between the Parent and Regions Bank, as trustee, the form of which is attached as Exhibit No. 4.1 to the Registration Statement (the "Parent Senior Debt Indenture")) (collectively the "Parent Senior Debt Securities"), which are to be guaranteed by CHS and the Guarantors pursuant to the Parent Senior Debt Indenture (the guarantees by CHS and the Guarantors pursuant to the Parent Senior Debt Indenture being collectively the "Parent Senior Debt Guarantees" and notations of such guarantees in the form attached to the Parent Senior Debt Indenture being collectively the "Parent Senior Debt Notations of Note Guarantee"), (2) Securities (as such term is defined in an Indenture between the Parent and Regions Bank, as trustee, the form of which is attached as Exhibit No. 4.2 to the Registration Statement (the "Parent Subordinated Debt Indenture")) (collectively the "Parent Subordinated Debt Securities"), which are to be guaranteed by CHS and the Guarantors pursuant to the Parent Subordinated Debt Indenture (the guarantees by CHS and the Guarantors pursuant to the Parent Subordinated Debt Indenture being collectively the "Parent Subordinated Debt Guarantees" and notations of such guarantees in the form attached to the Parent Subordinated Debt Indenture being collectively the "Parent Subordinated Debt Notations of Note Guarantee"), (3) Securities (as such term is defined in an Indenture between CHS and Regions Bank, as trustee, the form of which is attached as Exhibit No. 4.3 to the Registration Statement (the "CHS Senior Debt Indenture")) (collectively the "CHS Senior Debt Securities"), which are to be guaranteed by the Parent and the Guarantors pursuant to the CHS Senior Debt Indenture (the guarantees by the Parent and the Guarantors pursuant to the CHS Subordinated Debt Indenture being collectively the "CHS Senior Debt

Guarantees” and notations of such guarantees in the form attached to the CHS Senior Debt Indenture being collectively the “CHS Senior Debt Notations of Note Guarantee”), and (4) Securities (as such term is defined in an Indenture between CHS and Regions Bank, as trustee, the form of which is attached as Exhibit No. 4.4 to the Registration Statement (collectively the “CHS Subordinated Debt Indenture”) (the “CHS Subordinated Debt Securities”), which are to be guaranteed by the Parent and the Guarantors pursuant to the CHS Subordinated Debt Indenture (the guarantees by the Parent and the Guarantors pursuant to the CHS Subordinated Debt Indenture being collectively the “CHS Subordinated Debt Guarantees” and notations of such guarantees in the form attached to the CHS Subordinated Debt Indenture being collectively the “CHS Subordinated Debt Notations of Note Guarantee”).

The opinions set forth in this letter are subject to the following qualifications:

1. The opinions set forth in this letter are based solely upon (a) our review of, as submitted to us, (i) the forms of the Parent Senior Debt Indenture, the Parent Subordinated Debt Indenture, the CHS Senior Debt Indenture and the CHS Subordinated Debt Indenture, (ii) the forms of the Parent Senior Debt Securities, the Parent Subordinated Debt Securities, the CHS Senior Debt Securities and the CHS Subordinated Debt Securities, (iii) the Post-Effective Amendment and (iv) the Registration Statement (collectively the “Reviewed Documents”) and (b) our review of law of the State of New York that a lawyer admitted to practice in the State of New York, exercising customary professional diligence, would normally be expected to recognize as being applicable to the transactions contemplated by the Reviewed Documents other than securities or Blue Sky law (collectively “New York Law”). Other than our review of the Reviewed Documents, we have not reviewed any document referred to in any of the Reviewed Documents or made any inquiry or other investigation as to any factual matter (including, but not limited to, (a) any review of any of the files and other records of the Parent, CHS, any of the Guarantors, any affiliate of the Parent, CHS or any of the Guarantors or any court or other governmental authority, (b) any review of any of our files and other records, (c) any inquiry of or other communication with any director, officer, member, manager, general partner, limited partner, employee or other agent of the Parent, CHS, any of the Guarantors or any affiliate of the Parent, CHS or any of the Guarantors or (d) any inquiry of any past or present attorney of ours).

2. We do not express any opinion concerning any law other than New York Law.

3. We have assumed without any inquiry or other investigation, (a) the legal capacity of each natural person, (b) the genuineness of each signature on any of the Reviewed Documents, the authenticity, accuracy and completeness of each of the Reviewed Documents and the conformity of each of the Reviewed Documents to the copy or form thereof submitted to us, (c) the accuracy on the date of this letter as well as on the date made of each statement as to any factual matter contained in any of the Reviewed Documents and (d) there not existing outside of the Reviewed Documents and New York Law anything that would render incorrect any opinion set forth in this letter.

4. This letter is given without regard to any change after the date of this letter with respect to any factual or legal matter, and we disclaim any obligation to notify you concerning any such change or any effect of any such change on any opinion set forth in this letter.

Subject to the qualifications set forth in this letter, it is our opinion that:

1. Assuming that the Parent Senior Debt Indenture will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Parent), the Parent Senior Debt Indenture will constitute a legally valid and binding obligation of the Parent, except as the enforcement thereof may be limited by any bankruptcy, insolvency, reorganization, moratorium or other similar law now or hereafter in effect relating to or affecting rights and remedies of creditors or by general equitable principles (collectively the "Enforceability Exceptions") and except as any right to indemnification or contribution thereunder may be limited by any applicable public policy consideration.

2. Assuming that the Parent Subordinated Debt Indenture will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Parent), the Parent Subordinated Debt Indenture will constitute a legally valid and binding obligation of the Parent, except as the enforcement thereof may be limited by the Enforceability Exceptions and except as any right to indemnification or contribution thereunder may be limited by any applicable public policy consideration.

3. Assuming that the CHS Senior Debt Indenture will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, CHS), the CHS Senior Debt Indenture will constitute a legally valid and binding obligation of CHS, except as the enforcement thereof may be limited by the Enforceability Exceptions and except as any right to indemnification or contribution thereunder may be limited by any applicable public policy consideration.

4. Assuming that the CHS Subordinated Debt Indenture will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, CHS), the CHS Subordinated Debt Indenture will constitute a legally valid and binding obligation of CHS, except as the enforcement thereof may be limited by the Enforceability Exceptions and except as any right to indemnification or contribution thereunder may be limited by any applicable public policy consideration.

5. Assuming that (a) the Parent Senior Debt Indenture will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Parent), (b) one or more supplemental indentures, to the extent necessary, will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Parent, CHS and the Guarantors) and (c) the Parent Senior Debt Securities will have been duly and validly authorized by the Parent for issuance by the Parent pursuant to the Parent Senior Debt Indenture, when duly and validly executed by the Parent and duly and validly authenticated and delivered by Regions Bank, as trustee, against payment therefor, all in

accordance with the terms of the Parent Senior Debt Indenture, the Parent Senior Debt Securities will constitute legally valid and binding obligations of the Parent, except as the enforcement thereof may be limited by the Enforceability Exceptions and except as any right to indemnification or contribution thereunder may be limited by any applicable public policy consideration.

6. Assuming that (a) the Parent Subordinated Debt Indenture will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Parent), (b) one or more supplemental indentures, to the extent necessary, will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Parent, CHS and the Guarantors) and (c) the Parent Subordinated Debt Securities will have been duly and validly authorized by the Parent for issuance by the Parent pursuant to the Parent Subordinated Debt Indenture, when duly and validly executed by the Parent and duly and validly authenticated and delivered by Regions Bank, as trustee, against payment therefor, all in accordance with the terms of the Parent Subordinated Debt Indenture, the Parent Subordinated Debt Securities will constitute legally valid and binding obligations of the Parent, except as the enforcement thereof may be limited by the Enforceability Exceptions and except as any right to indemnification or contribution thereunder may be limited by any applicable public policy consideration.

7. Assuming that (a) the CHS Senior Debt Indenture will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, CHS), (b) one or more supplemental indentures, to the extent necessary, will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, CHS, the Parent and the Guarantors) and (c) the CHS Senior Debt Securities will have been duly and validly authorized by CHS for issuance by CHS pursuant to the CHS Senior Debt Indenture, when duly and validly executed by CHS and duly and validly authenticated and delivered by Regions Bank, as trustee, against payment therefor, all in accordance with the terms of the CHS Senior Debt Indenture, the CHS Senior Debt Securities will constitute legally valid and binding obligations of CHS, except as the enforcement thereof may be limited by the Enforceability Exceptions and except as any right to indemnification or contribution thereunder may be limited by any applicable public policy consideration.

8. Assuming that (a) the CHS Subordinated Debt Indenture will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, CHS), (b) one or more supplemental indentures, to the extent necessary, will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, CHS, the Parent and the Guarantors) and (c) the CHS Subordinated Debt Securities will have been duly and validly authorized by CHS for issuance by CHS pursuant to the CHS Subordinated Debt Indenture, when duly and validly executed by CHS and duly and validly authenticated and delivered by Regions Bank, as trustee, against payment therefor, all in accordance with the terms of the CHS Subordinated Debt Indenture, the CHS Subordinated Debt Securities will constitute legally valid and binding obligations of CHS, except as the enforcement thereof may be limited by the Enforceability Exceptions and except as any right to indemnification or contribution thereunder may be limited by any applicable public policy consideration.



9. Assuming that (a) the Parent Senior Debt Indenture will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Parent), (b) one or more supplemental indentures, to the extent necessary, will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Parent, CHS and the Guarantors), (c) the Parent Senior Debt Securities will have been duly and validly authorized by the Parent for issuance by the Parent pursuant to the Parent Senior Debt Indenture and duly and validly executed by the Parent and duly and validly authenticated and delivered by Regions Bank, as trustee, against payment therefor, all in accordance with the terms of the Parent Senior Debt Indenture and (d) the Parent Senior Debt Notations of Note Guarantee will have been duly and validly authorized and executed by CHS and the Guarantors, the Parent Senior Debt Guarantees will constitute legally valid and binding obligations of CHS and the Guarantors, except as the enforcement thereof may be limited by the Enforceability Exceptions and except as any right to indemnification or contribution thereunder may be limited by any applicable public policy consideration.

10. Assuming that (a) the Parent Subordinated Debt Indenture will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Parent), (b) one or more supplemental indentures, to the extent necessary, will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, the Parent, CHS and the Guarantors), (c) the Parent Subordinated Debt Securities will have been duly and validly authorized by the Parent for issuance by the Parent pursuant to the Parent Subordinated Debt Indenture and duly and validly executed by the Parent and duly and validly authenticated and delivered by Regions Bank, as trustee, against payment therefor, all in accordance with the terms of the Parent Subordinated Debt Indenture and (d) the Parent Subordinated Debt Notations of Note Guarantee will have been duly and validly authorized and executed by CHS and the Guarantors, the Parent Subordinated Debt Guarantees will constitute legally valid and binding obligations of CHS and the Guarantors, except as the enforcement thereof may be limited by the Enforceability Exceptions and except as any right to indemnification or contribution thereunder may be limited by any applicable public policy consideration.

11. Assuming that (a) the CHS Senior Debt Indenture will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, CHS), (b) one or more supplemental indentures, to the extent necessary, will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, CHS, the Parent and the Guarantors), (c) the CHS Senior Debt Securities will have been duly and validly authorized by CHS for issuance by CHS pursuant to the CHS Senior Debt Indenture and duly and validly executed by CHS and duly and validly authenticated and delivered by Regions Bank, as trustee, against payment therefor, all in accordance with the terms of the CHS Senior Debt Indenture and (d) the CHS Senior Debt Notations of Note Guarantee will have been duly and validly authorized and executed by the Parent and the Guarantors, the CHS Senior Debt

Guarantees will constitute legally valid and binding obligations of the Parent and the Guarantors, except as the enforcement thereof may be limited by the Enforceability Exceptions and except as any right to indemnification or contribution thereunder may be limited by any applicable public policy consideration.

12. Assuming that (a) the CHS Subordinated Debt Indenture will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, CHS), (b) one or more supplemental indentures, to the extent necessary, will have been duly and validly authorized, executed and delivered by all parties thereto (including, but not limited to, CHS, the Parent and the Guarantors), (c) the CHS Subordinated Debt Securities will have been duly and validly authorized by CHS for issuance by CHS pursuant to the CHS Subordinated Debt Indenture and duly and validly executed by CHS and duly and validly authenticated and delivered by Regions Bank, as trustee, against payment therefor, all in accordance with the terms of the CHS Subordinated Debt Indenture and (d) the CHS Subordinated Debt Notations of Note Guarantee will have been duly and validly authorized and executed by the Parent and the Guarantors, the CHS Subordinated Debt Guarantees will constitute legally valid and binding obligations of the Parent and the Guarantors, except as the enforcement thereof may be limited by the Enforceability Exceptions and except as any right to indemnification or contribution thereunder may be limited by any applicable public policy consideration.

We consent to the filing of this letter with the Commission as an exhibit to the Post-Effective Amendment in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of our name therein and in the related Prospectus under the caption "Legal Matters." In giving such consent, we do not admit that we are in the category of persons whose consent to such filing and use is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ HODGSON RUSS LLP

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Exhibit A

Guarantors

<u>Entity</u>	<u>Jurisdiction</u>
Abilene Hospital, LLC	DE
Abilene Merger, LLC	DE
Affinity Health Systems, LLC	DE
Affinity Hospital, LLC	DE
Amory HMA, LLC	MS
Anniston HMA, LLC	AL
Berwick Hospital Company, LLC	DE
Biloxi H.M.A., LLC	MS
Birmingham Holdings II, LLC	DE
Birmingham Holdings, LLC	DE
Bluefield Holdings, LLC	DE
Bluefield Hospital Company, LLC	DE
Bluffton Health System LLC	DE
Brandon HMA, LLC	MS
Brevard HMA Holdings, LLC	FL
Brevard HMA Hospitals, LLC	FL
Brownwood Hospital, L.P.	DE
Brownwood Medical Center, LLC	DE
Bullhead City Hospital Corporation	AZ
Bullhead City Hospital Investment Corporation	DE
Campbell County HMA, LLC	TN
Carlisle HMA, LLC	PA
Carlsbad Medical Center, LLC	DE
Carolinas Holdings, LLC	DE
Carolinas JV Holdings General, LLC	DE
Carolinas JV Holdings, L.P.	DE
Central Florida HMA Holdings, LLC	DE
Central States HMA Holdings, LLC	DE
Chester HMA, LLC	SC
Chestnut Hill Health System, LLC	DE
CHHS Holdings, LLC	DE
CHHS Hospital Company, LLC	DE
CHS Pennsylvania Holdings, LLC	DE
CHS Tennessee Holdings, LLC	DE
CHS Virginia Holdings, LLC	DE
CHS Washington Holdings, LLC	DE

<u>Entity</u>	<u>Jurisdiction</u>
Citrus HMA, LLC	FL
Clarksdale HMA, LLC	MS
Clarksville Holdings II, LLC	DE
Clarksville Holdings, LLC	DE
Cleveland Hospital Company, LLC	TN
Cleveland Tennessee Hospital Company, LLC	DE
Clinton HMA, LLC	OK
Coatesville Hospital Corporation	PA
Cocke County HMA, LLC	TN
College Station Hospital, L.P.	DE
College Station Medical Center, LLC	DE
College Station Merger, LLC	DE
Community Health Investment Company, LLC	DE
CP Hospital GP, LLC	DE
CPLP, LLC	DE
Crestwood Healthcare, L.P.	DE
Crestwood Hospital LP, LLC	DE
Crestwood Hospital, LLC	DE
CSMC, LLC	DE
Deaconess Holdings, LLC	DE
Deaconess Hospital Holdings, LLC	DE
Desert Hospital Holdings, LLC	DE
Detar Hospital, LLC	DE
DHFW Holdings, LLC	DE
Dukes Health System, LLC	DE
Dyersburg Hospital Company, LLC	TN
Emporia Hospital Corporation	VA
Florida HMA Holdings, LLC	DE
Foley Hospital Corporation	AL
Fort Smith HMA, LLC	AR
Frankfort Health Partner, Inc.	IN
Franklin Hospital Corporation	VA
Gadsden Regional Medical Center, LLC	DE
Gaffney H.M.A., LLC	SC
Granbury Hospital Corporation	TX
GRMC Holdings, LLC	DE
Hallmark Healthcare Company, LLC	DE
Health Management Associates, LLC	DE
Health Management Associates, LP	DE

<u>Entity</u>	<u>Jurisdiction</u>
Health Management General Partner I, LLC	DE
Health Management General Partner, LLC	DE
HMA Fentress County General Hospital, LLC	TN
HMA Hospitals Holdings, LP	DE
HMA Santa Rosa Medical Center, LLC	FL
HMA Services GP, LLC	DE
HMA-TRI Holdings, LLC	DE
Hobbs Medco, LLC	DE
Hospital Management Associates, LLC	FL
Hospital Management Services of Florida, LP	FL
Hospital of Morristown, LLC	TN
Jackson HMA, LLC	MS
Jackson Hospital Corporation	TN
Jefferson County HMA, LLC	TN
Jourdanton Hospital Corporation	TX
Kay County Hospital Corporation	OK
Kay County Oklahoma Hospital Company, LLC	OK
Kennett HMA, LLC	MO
Key West HMA, LLC	FL
Kirksville Hospital Company, LLC	DE
Knoxville HMA Holdings, LLC	TN
Lakeway Hospital Company, LLC	TN
Lancaster Hospital Corporation	DE
Laredo Texas Hospital Company, L.P.	TX
Las Cruces Medical Center, LLC	DE
Lea Regional Hospital, LLC	DE
Lebanon HMA, LLC	TN
Longview Clinic Operations Company, LLC	DE
Longview Medical Center, L.P.	DE
Longview Merger, LLC	DE
LRH, LLC	DE
Lutheran Health Network of Indiana, LLC	DE
Madison HMA, LLC	MS
Marshall County HMA, LLC	OK
Martin Hospital Company, LLC	TN
Mary Black Health System LLC	DE
Mayes County HMA, LLC	OK
MCSA, L.L.C.	AR
Medical Center of Brownwood, LLC	DE

<u>Entity</u>	<u>Jurisdiction</u>
Melbourne HMA, LLC	FL
Merger Legacy Holdings, LLC	DE
Metro Knoxville HMA, LLC	TN
Mississippi HMA Holdings I, LLC	DE
Mississippi HMA Holdings II, LLC	DE
Moberly Hospital Company, LLC	DE
Naples HMA, LLC	FL
Natchez Hospital Company, LLC	DE
National Healthcare of Leesville, Inc.	DE
Navarro Hospital, L.P.	DE
Navarro Regional, LLC	DE
NC-DSH, LLC	NV
Northampton Hospital Company, LLC	DE
Northwest Arkansas Hospitals, LLC	DE
Northwest Hospital, LLC	DE
NOV Holdings, LLC	DE
NRH, LLC	DE
Oak Hill Hospital Corporation	WV
Oro Valley Hospital, LLC	DE
Palmer-Wasilla Health System, LLC	DE
Pasco Regional Medical Center, LLC	FL
Pennsylvania Hospital Company, LLC	DE
Phoenixville Hospital Company, LLC	DE
Poplar Bluff Regional Medical Center, LLC	MO
Port Charlotte HMA, LLC	FL
Pottstown Hospital Company, LLC	DE
Punta Gorda HMA, LLC	FL
QHG Georgia Holdings II, LLC	DE
QHG Georgia Holdings, Inc.	GA
QHG Georgia, LP	GA
QHG of Bluffton Company, LLC	DE
QHG of Clinton County, Inc.	IN
QHG of Enterprise, Inc.	AL
QHG of Forrest County, Inc.	MS
QHG of Fort Wayne Company, LLC	DE
QHG of Hattiesburg, Inc.	MS
QHG of South Carolina, Inc.	SC
QHG of Spartanburg, Inc.	SC
QHG of Springdale, Inc.	AR

<u>Entity</u>	<u>Jurisdiction</u>
Regional Hospital of Longview, LLC	DE
River Oaks Hospital, LLC	MS
River Region Medical Corporation	MS
Rockledge HMA, LLC	FL
ROH, LLC	MS
Roswell Hospital Corporation	NM
Ruston Hospital Corporation	DE
Ruston Louisiana Hospital Company, LLC	DE
SACMC, LLC	DE
Salem Hospital Corporation	NJ
San Angelo Community Medical Center, LLC	DE
San Angelo Medical, LLC	DE
Scranton Holdings, LLC	DE
Scranton Hospital Company, LLC	DE
Scranton Quincy Holdings, LLC	DE
Scranton Quincy Hospital Company, LLC	DE
Sebastian Hospital, LLC	FL
Sebring Hospital Management Associates, LLC	FL
Seminole HMA, LLC	OK
Sharon Pennsylvania Holdings, LLC	DE
Sharon Pennsylvania Hospital Company, LLC	DE
Shelbyville Hospital Company, LLC	TN
Siloam Springs Arkansas Hospital Company, LLC	DE
Siloam Springs Holdings, LLC	DE
Southeast HMA Holdings, LLC	DE
Southern Texas Medical Center, LLC	DE
Southwest Florida HMA Holdings, LLC	DE
Spokane Valley Washington Hospital Company, LLC	DE
Spokane Washington Hospital Company, LLC	DE
Statesville HMA, LLC	NC
Tennessee HMA Holdings, LP	DE
Tennyson Holdings, LLC	DE
Tomball Texas Holdings, LLC	DE
Tomball Texas Hospital Company, LLC	DE
Triad Healthcare, LLC	DE
Triad Holdings III, LLC	DE
Triad Holdings IV, LLC	DE
Triad Holdings V, LLC	DE
Triad Nevada Holdings, LLC	DE

<u>Entity</u>	<u>Jurisdiction</u>
Triad of Alabama, LLC	DE
Triad-ARMC, LLC	DE
Triad-El Dorado, Inc.	AR
Triad-Navarro Regional Hospital Subsidiary, LLC	DE
Tullahoma HMA, LLC	TN
Tunkhannock Hospital Company, LLC	DE
Van Buren H.M.A., LLC	AR
Venice HMA, LLC	FL
VHC Medical, LLC	DE
Vicksburg Healthcare, LLC	DE
Victoria Hospital, LLC	DE
Victoria of Texas, L.P.	DE
Virginia Hospital Company, LLC	VA
Warren Ohio Hospital Company, LLC	DE
Warren Ohio Rehab Hospital Company, LLC	DE
Weatherford Hospital Corporation	TX
Weatherford Texas Hospital Company, LLC	TX
Webb Hospital Corporation	DE
Webb Hospital Holdings, LLC	DE
Wesley Health System LLC	DE
West Grove Hospital Company, LLC	DE
WHMC, LLC	DE
Wilkes-Barre Behavioral Hospital Company, LLC	DE
Wilkes-Barre Holdings, LLC	DE
Wilkes-Barre Hospital Company, LLC	DE
Women & Children's Hospital, LLC	DE
Woodland Heights Medical Center, LLC	DE
Woodward Health System, LLC	DE
Yakima HMA, LLC	WA
York Pennsylvania Holdings, LLC	DE
York Pennsylvania Hospital Company, LLC	DE
Youngstown Ohio Hospital Company, LLC	DE



March 3 , 2017

Community Health Systems, Inc.  
CHS/Community Health Systems, Inc.  
4000 Meridian Boulevard  
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as counsel to Community Health Systems, Inc. (the "**Parent**"), CHS/Community Health Systems, Inc. ("**CHS**") and the entities identified on Schedule I attached hereto (the "**Delaware/Tennessee Subsidiary Guarantors**"), each organized and existing under the laws of the States of Tennessee or Delaware, as applicable, in connection with the filing by the Parent with the Securities and Exchange Commission (the "**Commission**") of a Registration Statement on Form S-3 (as amended, the "**Registration Statement**"), which relates to the shelf registration under the Securities Act of 1933, as amended (the "**Securities Act**") of the issuance from time to time of: (i) debt securities of the Parent (the "**Parent Debt Securities**") to be issued pursuant to forms of senior and subordinated notes indentures that are attached as Exhibits 4.1 and 4.2 to the Registration Statement (the "**Parent Indentures**"), which Parent Debt Securities may be guaranteed by certain subsidiaries of the Parent, including CHS and the Delaware/Tennessee Subsidiary Guarantors (the "**Parent Debt Securities Guarantees**"); (ii) debt securities of CHS (the "**CHS Debt Securities**" and together with the Parent Debt Securities, the "**Debt Securities**") to be issued pursuant to forms of senior and subordinated notes indentures that are attached as Exhibits 4.3 and 4.4 to the Registration Statement (the "**CHS Indentures**" and together with the Parent Indentures, the "**Indentures**"), which CHS Debt Securities may be guaranteed by the Parent and certain subsidiaries of the Parent, including the Delaware/Tennessee Subsidiary Guarantors (the "**CHS Debt Securities Guarantees**" and together with the Parent Debt Securities Guarantees, the "**Debt Securities Guarantees**"); (iii) shares of preferred stock, \$0.01 par value per share, of the Parent (the "**Preferred Stock**"); (iv) shares of common stock, \$0.01 par value per share, of the Parent (the "**Common Stock**"); (v) shares of Preferred Stock of the Parent represented by depository shares, each of which will represent a fractional share or multiple shares of Preferred Stock (the "**Depository Shares**"); and (vi) warrants of the Parent to purchase Common Stock, Preferred Stock, Depository Shares and/or Debt Securities (the "**Warrants**" and together with the Debt Securities, the Debt Securities Guarantees, the Preferred Stock, the Common Stock and the Depository Shares).

In rendering our opinions herein, we have relied with respect to factual matters, upon the certificate with respect to various factual matters signed by an officer of each of the Parent, CHS and the Delaware/Tennessee Subsidiary Guarantors and dated the date of this opinion, and certificates of public officials referred to below. In addition, we have reviewed and relied upon such corporate or other organizational documents of the Parent, CHS and the Delaware/Tennessee Subsidiary Guarantors and such other records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for rendering our opinions, including, without limitation, the Indentures, the Registration Statement, and the prospectus contained within the Registration Statement (the "**Prospectus**").

Except to the extent we opine as to the binding effect and/or enforceability of certain documents as set forth in paragraphs 11 and 12 below, we have assumed that all documents referenced below are the valid and binding obligations of and enforceable against the parties thereto. We have also assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the conformity to authentic original documents of all documents submitted to us as certified, conformed or photostatic copies, the legal capacity of all natural persons and, as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

Except as expressly set forth in this opinion letter, we have made no independent investigation or inquiry as to the accuracy or completeness of any representation, warranty, data, certificate or other information, written or oral, made or furnished to us in connection with the transactions contemplated by the Registration Statement.

The opinions expressed herein are limited in all respects to the Delaware General Corporation Law, the Delaware Limited Liability Company Act, the Delaware Revised Uniform Limited Partnership Act and the laws of the State of Tennessee, and no opinion is expressed with respect to (i) any federal laws of the United States of America or any other jurisdiction, or any effect which such laws may have on the opinions expressed herein, (ii) the bylaws, rules or regulations of the Financial Industry Regulatory Authority, Inc. or (iii) the securities or "blue sky" laws of any jurisdiction. We are not rendering any opinion, and we are not providing any assurance, as to compliance with any antifraud law, rule or regulation relating to securities, or to the sale or issuance thereof.

We have not undertaken any independent investigation to determine the existence or absence of facts, and no inference as to our knowledge of the existence or absence of any such facts should be drawn from the fact of our representation of the Parent, CHS or the Delaware/Tennessee Subsidiary Guarantors.

With regard to our opinion in paragraph 1 below with respect to the Parent's, CHS's and the Delaware/Tennessee Subsidiary Guarantors' existence, we have based our opinions solely upon examination of the certificates of good standing issued by the Delaware Secretary of State and the Tennessee Secretary of State as of a recent date.

Based on the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that:

1. Each of the Parent, CHS and the Delaware/Tennessee Subsidiary Guarantors is validly existing under the laws of its respective jurisdiction of incorporation or formation, as applicable.
2. The Parent has the requisite corporate power under the laws of the State of Delaware to execute, deliver and perform its obligations under the Parent Indentures and to issue the Parent Debt Securities.
3. CHS has the requisite corporate power under the laws of the State of Delaware to execute, deliver and perform its obligations under the CHS Indentures and to issue the CHS Debt Securities.
4. CHS has the requisite corporate power to guarantee the Parent Debt Securities pursuant to the terms of the Parent Indentures and to perform its obligations under the Parent Debt Securities Guarantees.
5. The Parent has the requisite corporate power to guarantee the CHS Debt Securities pursuant to the terms of the CHS Indentures and to perform its obligations under the CHS Debt Securities Guarantees.

6. Each of the Delaware/Tennessee Subsidiary Guarantors has the requisite corporate, limited liability company or partnership power, as applicable, to guarantee the Debt Securities pursuant to the terms of the Indentures and to perform its obligations under the Debt Securities Guarantees.

7. The Parent Debt Securities Guarantees, upon being duly authorized by all necessary corporate, limited liability company or partnership action, as applicable, executed by an authorized signatory and delivered, will be validly authorized, executed and delivered for corporate, limited liability company or partnership law purposes, as applicable, by CHS and each of the Delaware/Tennessee Subsidiary Guarantors.

8. The CHS Debt Securities Guarantees, upon being duly authorized by all necessary corporate, limited liability company or partnership action, as applicable, executed by an authorized signatory and delivered, will be validly authorized, executed and delivered for corporate, limited liability company or partnership law purposes, as applicable, by Parent and each of the Delaware/Tennessee Subsidiary Guarantors.

9. (a) When a new class or series of Preferred Stock has been duly established in accordance with the terms of the Parent's Restated Certificate of Incorporation, as amended ("*Certificate of Incorporation*") and Amended and Restated Bylaws ("*Bylaws*") and authorized by all necessary corporate action of the Parent, and (b) assuming that either an appropriate certificate of amendment of the Parent's Certificate of Incorporation or a certificate of designation, in either case, fixing and determining the terms of such class or series of Preferred Stock has been duly approved by the Parent's Board of Directors and been filed with and accepted for record by the Secretary of State of the State of Delaware, and (c) assuming that the Registration Statement and any required post-effective amendment(s) thereto and any and all supplements to the Prospectus (each, a "*Prospectus Supplement*") required by applicable laws have become effective under the Securities Act and been timely filed with the Commission, and (d) assuming that upon the issuance of such Preferred Stock, the total number of issued and outstanding shares of the applicable class or series of Preferred Stock will not exceed the total number of shares of Preferred Stock or the number of shares of such class or series of Preferred Stock that the Parent is then authorized to issue under its Certificate of Incorporation, then upon issuance and delivery of and payment for such shares in the manner contemplated by the Registration Statement, the Prospectus and the related Prospectus Supplement(s) and by such corporate action, such shares of such class or series of Preferred Stock (including any Preferred Stock duly issued upon conversion, exchange or exercise of any other Securities) will be validly issued, fully paid and nonassessable.

10. (a) When an issuance of Common Stock has been duly authorized by all necessary corporate action of the Parent, and (b) assuming that the Registration Statement and any required post-effective amendment(s) thereto and any and all Prospectus Supplement(s) required by applicable laws have become effective under the Securities Act and been timely filed with the Commission, and (c) assuming that upon the issuance of such Common Stock, the total number of issued and outstanding shares of Common Stock will not exceed the total number of shares of Common Stock that the Parent is then authorized to issue under its Certificate of Incorporation, then upon issuance and delivery of and payment for such shares in the manner contemplated by the Registration Statement, the Prospectus and the related Prospectus Supplement(s) and by such corporate action, such shares of Common Stock (including any Common Stock duly issued upon conversion, exchange or exercise of any other Securities) will be validly issued, fully paid and nonassessable.

11. (a) When a deposit agreement relating to the Depositary Shares (the "*Deposit Agreement*") has been duly authorized, executed and delivered and the Depositary Shares and the securities underlying the Depositary Shares have been duly authorized by all necessary corporate action of the Parent, and (b) assuming that the terms of the Depositary Shares and of their issuance and sale have been duly established in conformity with the Parent's Certificate of Incorporation and Bylaws and the Deposit

Agreement, and (c) assuming that the Registration Statement and any required post-effective amendment(s) thereto and any and all Prospectus Supplement(s) required by applicable laws have all become effective under the Securities Act and been timely filed with the Commission, and (d) assuming that the terms of the Depositary Shares as executed and delivered are as described in the Registration Statement, the Prospectus and the related Prospectus Supplement(s), and (e) assuming that the Depositary Shares, as executed and delivered, do not violate any law applicable to the Parent or result in a default under or breach of any agreement or instrument binding upon the Parent, and (f) assuming that the Depositary Shares as executed and delivered comply with all requirements and restrictions, if any, applicable to the Parent, whether imposed by any court or governmental or regulatory body having jurisdiction over the Parent, and (g) assuming that the Depositary Shares are then issued and sold as contemplated in the Registration Statement, the Prospectus and the Prospectus Supplement(s), then upon issuance of and delivery of and payment for such Depositary Shares in the manner contemplated by the Registration Statement, the Prospectus and the related Prospectus Supplement and the Deposit Agreement and by such corporate action, the Depositary Shares will constitute valid and binding obligations of the Parent, enforceable against the Parent in accordance with their terms, and the Depositary Shares will be validly issued.

12. (a) When a warrant agreement relating to the Warrants (the "*Warrant Agreement*") has been duly authorized, executed and delivered and the Warrants and the securities for which the Warrants will be exercisable have been duly authorized by all necessary corporate action of the Parent, and (b) assuming that the terms of the Warrants and of their issuance and sale have been duly established in conformity with the Parent's Certificate of Incorporation and Bylaws and the Warrant Agreement, and (c) assuming that the Registration Statement and any required post-effective amendment(s) thereto and any and all Prospectus Supplement(s) required by applicable laws have all become effective under the Securities Act and been timely filed with the Commission, and (d) assuming that the terms of the Warrants as executed and delivered are as described in the Registration Statement, the Prospectus and the related Prospectus Supplement(s), and (e) assuming that the Warrants, as executed and delivered, do not violate any law applicable to the Parent or result in a default under or breach of any agreement or instrument binding upon the Parent, and (f) assuming that the Warrants as executed and delivered comply with all requirements and restrictions, if any, applicable to the Parent, whether imposed by any court or governmental or regulatory body having jurisdiction over the Parent, and (g) assuming that the Warrants are then issued and sold as contemplated in the Registration Statement, the Prospectus and the Prospectus Supplement(s), then upon issuance of and delivery of and payment for such Warrants in the manner contemplated by the Registration Statement, the Prospectus and the related Prospectus Supplement and the Warrant Agreement and by such corporate action, the Warrants will constitute valid and binding obligations of the Parent, enforceable against the Parent in accordance with their terms, and the Warrants will be validly issued.

The opinions set forth in paragraphs 11 and 12 above are subject to the following exceptions, limitations and qualifications: (i) the effect of bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, fraudulent transfer and other similar laws relating to or affecting the rights of creditors; (ii) the effect of general principles of equity (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief and other equitable remedies), regardless of whether considered in a proceeding at law or in equity, (iii) the effect of public policy considerations that may limit the rights of the parties to obtain further remedies, (iv) we express no opinion with respect to the enforceability of provisions relating to choice of law, choice of venue, jurisdiction or waivers of jury trial, and (v) we express no opinion with respect to the enforceability of any waiver of any usury defense.

To the extent that any obligations of the Parent, CHS or the Delaware/Tennessee Subsidiary Guarantors with respect to the Securities may be dependent on such matters, we have assumed for purposes of this opinion that any party to a Warrant Agreement or Depositary Agreement other than the

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March 3, 2017

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Parent will be duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; that such other party will be duly qualified to engage in the activities contemplated by the Warrant Agreement or the Depositary Agreement, as applicable; that such Warrant Agreement or Depositary Agreement will be duly authorized, executed and delivered by such other party and will constitute the legally valid, binding and enforceable obligation of such other party, enforceable against such other party in accordance with its terms; that such other party will be in compliance with respect to performance of its obligations under such Warrant Agreement or Depositary Agreement, as applicable, and with all applicable laws and regulations; and that such other party will have the requisite organizational and legal power and authority to perform its obligations under such Warrant Agreement or Depositary Agreement, as applicable. We have also assumed that, in the case of a Warrant Agreement, Depositary Agreement, certificate of designation or other agreement or instrument pursuant to which any Securities are to be issued, there will be no terms or provisions contained therein which would affect the validity of any of the opinions rendered herein.

Our opinion is rendered as of the date hereof, and we assume no obligation to advise you of any changes in the facts or law relating to the matters covered by this opinion that may hereafter come to our attention.

We hereby consent to any reliance on this opinion letter and the opinions provided herein by the law firm Hodgson Russ LLP in connection with the legal opinion provided by that law firm that is included as an exhibit to the Registration Statement. Additionally, we hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to our firm under the heading "Legal Matters" in the prospectus contained in the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Bass, Berry & Sims PLC

## Schedule I

Delaware/Tennessee Subsidiary Guarantors

<u>Delaware/Tennessee Subsidiary Guarantor</u>	<u>Jurisdiction of Organization</u>
Abilene Hospital, LLC	DE
Abilene Merger, LLC	DE
Affinity Health Systems, LLC	DE
Affinity Hospital, LLC	DE
Berwick Hospital Company, LLC	DE
Birmingham Holdings II, LLC	DE
Birmingham Holdings, LLC	DE
Bluefield Holdings, LLC	DE
Bluefield Hospital Company, LLC	DE
Bluffton Health System LLC	DE
Brownwood Hospital, L.P.	DE
Brownwood Medical Center, LLC	DE
Bullhead City Hospital Investment Corporation	DE
Campbell County HMA, LLC	TN
Carlsbad Medical Center, LLC	DE
Carolinas Holdings, LLC	DE
Carolinas JV Holdings General, LLC	DE
Carolinas JV Holdings, L.P.	DE
Central Florida HMA Holdings, LLC	DE
Central States HMA Holdings, LLC	DE
Chestnut Hill Health System, LLC	DE
CHHS Holdings, LLC	DE
CHHS Hospital Company, LLC	DE
CHS Pennsylvania Holdings, LLC	DE
CHS Tennessee Holdings, LLC	DE
CHS Virginia Holdings, LLC	DE
CHS Washington Holdings, LLC	DE
Clarksville Holdings II, LLC	DE
Clarksville Holdings, LLC	DE
Cleveland Hospital Company, LLC	TN
Cleveland Tennessee Hospital Company, LLC	DE
Cocke County HMA, LLC	TN
College Station Hospital, L.P.	DE
College Station Medical Center, LLC	DE
College Station Merger, LLC	DE
Community Health Investment Company, LLC	DE

<u>Delaware/Tennessee Subsidiary Guarantor</u>	<u>Jurisdiction of Organization</u>
CP Hospital GP, LLC	DE
CPLP, LLC	DE
Crestwood Healthcare, L.P.	DE
Crestwood Hospital LP, LLC	DE
Crestwood Hospital, LLC	DE
CSMC, LLC	DE
Deaconess Holdings, LLC	DE
Deaconess Hospital Holdings, LLC	DE
Desert Hospital Holdings, LLC	DE
Detar Hospital, LLC	DE
DHFW Holdings, LLC	DE
Dukes Health System, LLC	DE
Dyersburg Hospital Company, LLC	TN
Florida HMA Holdings, LLC	DE
Gadsden Regional Medical Center, LLC	DE
GRMC Holdings, LLC	DE
Hallmark Healthcare Company, LLC	DE
Health Management Associates, LLC	DE
Health Management Associates, LP	DE
Health Management General Partner I, LLC	DE
Health Management General Partner, LLC	DE
HMA Fentress County General Hospital, LLC	TN
HMA Hospitals Holdings, LP	DE
HMA Services GP, LLC	DE
HMA-TRI Holdings, LLC	DE
Hobbs Medco, LLC	DE
Hospital of Morristown, LLC	TN
Jackson Hospital Corporation	TN
Jefferson County HMA, LLC	TN
Kirksville Hospital Company, LLC	DE
Knoxville HMA Holdings, LLC	TN
Lakeway Hospital Company, LLC	TN
Lancaster Hospital Corporation	DE
Las Cruces Medical Center, LLC	DE
Lea Regional Hospital, LLC	DE
Lebanon HMA, LLC	TN
Longview Clinic Operations Company, LLC	DE
Longview Medical Center, L.P.	DE
Longview Merger, LLC	DE

<u>Delaware/Tennessee Subsidiary Guarantor</u>	<u>Jurisdiction of Organization</u>
LRH, LLC	DE
Lutheran Health Network of Indiana, LLC	DE
Martin Hospital Company, LLC	TN
Mary Black Health System LLC	DE
Medical Center of Brownwood, LLC	DE
Merger Legacy Holdings, LLC	DE
Metro Knoxville HMA, LLC	TN
Mississippi HMA Holdings I, LLC	DE
Mississippi HMA Holdings II, LLC	DE
Moberly Hospital Company, LLC	DE
Natchez Hospital Company, LLC	DE
National Healthcare of Leesville, Inc.	DE
Navarro Hospital, L.P.	DE
Navarro Regional, LLC	DE
Northampton Hospital Company, LLC	DE
Northwest Arkansas Hospitals, LLC	DE
Northwest Hospital, LLC	DE
NOV Holdings, LLC	DE
NRH, LLC	DE
Oro Valley Hospital, LLC	DE
Palmer-Wasilla Health System, LLC	DE
Pennsylvania Hospital Company, LLC	DE
Phoenixville Hospital Company, LLC	DE
Pottstown Hospital Company, LLC	DE
QHG Georgia Holdings II, LLC	DE
QHG of Bluffton Company, LLC	DE
QHG of Fort Wayne Company, LLC	DE
Regional Hospital of Longview, LLC	DE
Ruston Hospital Corporation	DE
Ruston Louisiana Hospital Company, LLC	DE
SACMC, LLC	DE
San Angelo Community Medical Center, LLC	DE
San Angelo Medical, LLC	DE
Scranton Holdings, LLC	DE
Scranton Hospital Company, LLC	DE
Scranton Quincy Holdings, LLC	DE
Scranton Quincy Hospital Company, LLC	DE
Sharon Pennsylvania Holdings, LLC	DE
Sharon Pennsylvania Hospital Company, LLC	DE



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<u>Delaware/Tennessee Subsidiary Guarantor</u>	<u>Jurisdiction of Organization</u>
Shelbyville Hospital Company, LLC	TN
Siloam Springs Arkansas Hospital Company, LLC	DE
Siloam Springs Holdings, LLC	DE
Southeast HMA Holdings, LLC	DE
Southern Texas Medical Center, LLC	DE
Southwest Florida HMA Holdings, LLC	DE
Spokane Valley Washington Hospital Company, LLC	DE
Spokane Washington Hospital Company, LLC	DE
Tennessee HMA Holdings, LP	DE
Tennyson Holdings, LLC	DE
Tomball Texas Holdings, LLC	DE
Tomball Texas Hospital Company, LLC	DE
Triad Healthcare, LLC	DE
Triad Holdings III, LLC	DE
Triad Holdings IV, LLC	DE
Triad Holdings V, LLC	DE
Triad Nevada Holdings, LLC	DE
Triad of Alabama, LLC	DE
Triad-ARMC, LLC	DE
Triad-Navarro Regional Hospital Subsidiary, LLC	DE
Tullahoma HMA, LLC	TN
Tunkhannock Hospital Company, LLC	DE
VHC Medical, LLC	DE
Vicksburg Healthcare, LLC	DE
Victoria Hospital, LLC	DE
Victoria of Texas, L.P.	DE
Warren Ohio Hospital Company, LLC	DE
Warren Ohio Rehab Hospital Company, LLC	DE
Webb Hospital Corporation	DE
Webb Hospital Holdings, LLC	DE
Wesley Health System LLC	DE
West Grove Hospital Company, LLC	DE
WHMC, LLC	DE
Wilkes-Barre Behavioral Hospital Company, LLC	DE
Wilkes-Barre Holdings, LLC	DE
Wilkes-Barre Hospital Company, LLC	DE
Women & Children's Hospital, LLC	DE
Woodland Heights Medical Center, LLC	DE
Woodward Health System, LLC	DE

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**Delaware/Tennessee Subsidiary Guarantor**

York Pennsylvania Holdings, LLC

York Pennsylvania Hospital Company, LLC

Youngstown Ohio Hospital Company, LLC

**Jurisdiction of Organization**

DE

DE

DE

March 3, 2017

Community Health Systems, Inc.  
CHS/Community Health Systems, Inc.  
4000 Meridian Boulevard  
Franklin, Tennessee 37067

Re: Debt Guarantees (as defined below) of Florida Subsidiary Guarantors (as defined below) issued pursuant to Indentures (defined below) filed as exhibits to the Registration Statement (as defined below)

Ladies and Gentlemen:

We have acted as special limited counsel in the State of Florida to the entities listed on Schedule I (collectively, the "Florida Subsidiary Guarantors"), in connection with the Florida Subsidiary Guarantors' proposed guarantees (the "Debt Guarantees") of debt securities (collectively, the "Debt Securities") to be issued from time to time by Community Health Systems, Inc., a Delaware corporation ("Parent"), or CHS/Community Health Systems, Inc., a Delaware corporation ("CHS/CHS" and, together with Parent, the "Issuers"), pursuant to forms of senior and subordinated notes indentures (collectively, the "Indentures") that were filed with the Securities and Exchange Commission (the "Commission") as exhibits to Issuers' registration statement on Form S-3 dated May 6, 2015, as amended by that Post-Effective Amendment No. 1 to Form S-3 dated March 3, 2017 (as amended, the "Registration Statement"). Our engagement for this purpose has been limited in scope solely to our review of the Transaction Documents and Organizational Documents (both as defined below) provided to us, and solely for the purpose of rendering the opinions expressed herein. We have not participated in any other matters related to the Transaction Documents or the transactions contemplated thereby other than this.

In connection with our representation, we have made such legal and factual examinations and inquiries as are pertinent or necessary for the purpose of rendering the opinions herein expressed. We have examined and are familiar with the original or copies, certified or otherwise, identified to our satisfaction, of such documents, records and other instruments as are necessary for the furnishing of this letter.

In rendering our opinions herein, we have relied with respect to factual matters, upon the Officers' Certificate (defined below), and certificates of public officials referred to below. In addition thereto, we have reviewed and relied upon such records, documents, certificates and other instruments, originals or copies, certified or otherwise, as in our judgment are necessary or appropriate to form the basis for rendering our opinions, including, without limitation, the following:

- (i) (A) the Articles of Organization certified by the Florida Secretary of State as of the date as shown on Schedule I and the Operating Agreement of each Florida Subsidiary Guarantor which is a Florida limited liability company, and (B) the Certificate of Limited Partnership certified by the Florida Secretary of State as of the date as shown on Schedule I and the Limited Partnership Agreement of each Florida Subsidiary Guarantor which is a Florida limited partnership;
- (ii) the certificate with respect to various factual matters signed by an officer of each of the Florida Subsidiary Guarantors and dated the date of this opinion (the "**Officers' Certificate**");
- (iii) Certificate of Status of each Florida Subsidiary Guarantor issued by the Florida Secretary of State dated as of the date as shown on Schedule I (collectively, the "**Certificates of Status**," and individually with respect to a Florida Subsidiary Guarantor, the "**Certificate of Status**");
- (iv) Action by Written Consent in Lieu of a Meeting of the Governing Boards (Boards of Directors, Boards of Managers, Managing Members, Sole Members, and General Partners, as applicable) of the Florida Subsidiary Guarantors (among others), dated March 1, 2017 (the "**Resolutions**");
- (v) the Indentures; and
- (vi) the Registration Statement.

The documents described in Paragraphs (i) through (iv) above are sometimes collectively hereinafter referred to as the "**Organizational Documents**." The documents described in Paragraphs (v) and (vi) above are hereinafter collectively referred to as the "**Transaction Documents**". The Organizational Documents and the Transaction Documents shall collectively be referred to as the "**Opinion Documents**."

We have also reviewed such other documents, instruments and certificates as we have deemed relevant or necessary to form the basis for the opinions set forth in this opinion letter.

For the purposes of this opinion, we have assumed, without independent verification or investigation, (i) the genuineness of all signatures of, and the authority of, persons signing the Opinion Documents, (ii) the authenticity of all documents submitted to us as originals, (iii) the conformity to authentic original documents of all documents submitted to us as certified, conformed or copies, (iv) the Transaction Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder, (v) all documents which are intended to be recorded or filed have, in fact, been or will be properly recorded or filed, and unless expressly stated otherwise, the opinions expressed herein assume such recording and filing, (vi) the due authorization, execution and delivery of the Transaction Documents by the parties thereto other than the Florida Subsidiary Guarantors, and (vii) the due execution and delivery of the Transaction Documents by the Florida Subsidiary Guarantors.

Based on the foregoing, and subject to the assumptions, exceptions, limitations hereinabove and hereinafter stated, it is our opinion that:

1. Each of the Florida Subsidiary Guarantors is a validly existing limited liability company or limited partnership, as the case may be, organized and based on the Certificates of Status, in good standing under the laws of the State of Florida.

2. Each of the Florida Subsidiary Guarantors has the requisite limited liability company or limited partnership power, as the case may be, to guarantee the Debt Securities pursuant to the terms of the Indentures and to perform its obligations under the Debt Guarantees.

3. The Debt Guarantees, upon being duly authorized by all necessary limited liability company or limited partnership action, as the case may be, executed by an authorized signatory and delivered, will be validly authorized, executed, and delivered for limited liability company or limited partnership law purposes, as applicable, by each Florida Subsidiary Guarantor.

No opinion is given or expressed, nor should any opinion be inferred or implied, as to the truthfulness, completeness or accuracy of any representation, warranty, certification or statement by any of the parties to the Opinion Documents or any document or item referred to or described in the Opinion Documents.

This opinion letter is limited to the matters expressly stated herein. No opinions are to be inferred or implied beyond the opinions expressly so stated.

No opinion is expressed herein with respect to any provision of the Transaction Documents that: (a) purports to excuse a party from liability for the party's own acts; (b) purports to make void any act done in contravention thereof; (c) purports to authorize a party to act in the party's sole discretion or purports to provide that determination by a party is conclusive; (d) requires waivers or amendments to be made only in writing; (e) purports to effect waivers of: (i) constitutional, statutory or equitable rights, (ii) the effect of applicable laws, (iii) any statute of limitations, (iv) broadly or vaguely stated rights, (v) unknown future defenses, or (vi) rights to damages; (f) imposes or permits: (i) liquidated damages, (ii) the appointment of a receiver, (iii) penalties, (iv) indemnification for gross negligence, willful misconduct or other wrongdoing, (v) confessions of judgment, or (vi) rights of self-help or forfeiture; (g) purports to limit or alter laws requiring mitigation of damages; (h) concerns choice of forum, consent or submission to the personal or subject matter jurisdiction of courts, venue of actions, means of service of process, waivers of rights to jury trials, and agreements regarding arbitration; (i) purports to reconstitute the terms thereof as necessary to avoid a claim or defense of usury; (j)

purports to require a party thereto to pay or reimburse attorneys' fees incurred by another party, or to indemnify another party therefor, which provisions may be limited by applicable statutes and decisions relating to the collection and award of attorneys' fees; (k) relates to the evidentiary standards or other standards by which the Opinion Documents are to be construed, including, but not limited to, provisions that attempt to change or waive rules of evidence or fix the method or quantum of proof to be applied in litigation or similar proceedings; (l) prohibits or unreasonably restricts: (i) competition, (ii) the solicitation or acceptance of customers, business relationships or employees, (iii) the use or disclosure of information, or (iv) activities in restraint of trade; (m) enumerates that remedies are not exclusive or that a party has the right to pursue multiple remedies without regard to other remedies elected or that all remedies are cumulative; (n) constitutes severability provisions; (o) permits the exercise, under certain circumstances, of rights without notice or without providing opportunity to cure failures to perform; (p) purports to create rights to setoff otherwise than in accordance with applicable law; (q) contains a blanket prohibition on assignments or a specific prohibition on assignment of payments due or to come due; or (r) purports to entitle any party to specific performance of any provision thereof.

As used herein, "applicable laws" shall mean those provisions of statutory law or regulation which, in our experience, are normally applicable to transactions of the type contemplated by the Transaction Documents without our having made any special investigation as to the applicability of any specific law or regulation and which are not subject of a specific opinion herein referring expressly to a particular law or laws.

Our opinions are further subject to the following qualifications and limitations: (i) provisions in the Transaction Documents which provide that any obligations of any Florida Subsidiary Guarantor thereunder will not be affected by the action or failure to act on the part of any other party thereto or by an amendment or waiver of the provisions contained in the other Transaction Documents might not be enforceable under circumstances in which such action, failure to act, amendment or waiver so materially changes the essential terms of the obligations that, in effect, a new contract has arisen between the parties; (ii) our opinions do not relate to any documents or instruments other than the Opinion Documents, and we express no opinion as to such other documents or instruments (including, without limitation, any documents or instruments referenced or incorporated in any of the Transaction Documents) or as to the interplay between the Opinion Documents and any such other documents and instruments; and (iii) we express no opinion as to any security interest created or purported to be created under the Transaction Documents.

Where our opinion herein with respect to the existence or absence of facts is indicated to be based on or to our knowledge, it is intended to signify that during the course of our representation as special counsel to the Florida Subsidiary Guarantors, no information has come to our attention which would give us actual knowledge of the existence or absence of such facts. When a matter is stated herein to be "to our knowledge" it means the actual present knowledge of those persons in our firm who have given substantive attention to the transactions contemplated in the Transaction Documents and does not include constructive knowledge of

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March 3, 2017

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matters or information. We have made no independent examination of factual matters set forth in the Officers Certificate or of any representation made under the Transaction Documents for the purpose of rendering this opinion. Without limiting the generality of the foregoing, we have not undertaken any independent investigation, examination or inquiry to determine the existence or absence of any facts (and have not caused the review of any court file or indices) and no inference as to our knowledge concerning any facts should be drawn as a result of the representation undertaken by us.

Such phrase does not imply that we have undertaken any independent investigation within our firm, with the Florida Subsidiary Grantors or with any third party to determine the existence or absence of any facts or circumstances, and no inference should be drawn merely from our past or current representation of the Florida Subsidiary Guarantors.

This firm takes no responsibility for updating our opinion to take into account any event, action, interpretation, change of law or similar item after the date hereof.

We are licensed to practice law in the State of Florida, and we have not examined the laws of any other jurisdiction in connection with this opinion letter. Accordingly, the foregoing opinions apply only with respect to the present laws of the State of Florida, and we express no opinion with respect to the laws of any other jurisdiction. We do not express any opinion as to any parties to the Transaction Documents other than the Florida Subsidiary Guarantors.

This opinion is rendered pursuant to your request in connection with the filing of the Registration Statement and speaks only as of the date hereof. We assume no responsibility or obligation to update this opinion or to take into account changes in law, facts or any other developments of which we may later become aware.

This opinion letter has been prepared and is to be construed in accordance with the Report on Third-Party Legal Opinion Customary Practice in Florida dated December 3, 2011 issued by the Legal Opinions Standard Committee of The Florida Bar Business Law Section and the Legal Opinions Committee of The Florida Bar Real Property, Probate and Trust Law Section Business Law Section and the Legal Opinion Principles issued by the Committee on Legal Opinions of the American Bar Association's Section of Business Law as published in 57 Bus. Law. 875 (Feb. 2002) (the "Reports"). The Reports are incorporated by reference into this opinion.

We hereby consent to any reliance on this opinion letter and the opinions provided herein by the law firm Hodgson Russ LLP in connection with the legal opinion provided by that law firm that is included as an exhibit to the Registration Statement. Additionally, we hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to our firm under the heading "Legal Matters" in the prospectus contained in the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

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March 3, 2017

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Except as expressly stated herein, this opinion is not to be furnished, quoted or referred to any other party or governmental agency without this law firm's prior written consent; provided, however, that this opinion letter may be furnished to (a) regulatory authorities having jurisdiction over you, provided that you are legally compelled to do so, and (b) to other parties as required by law or a court of competent jurisdiction.

Sincerely,

/s/ BUCHANAN INGERSOLL & ROONEY PC



## Schedule I

Florida Subsidiary Guarantors

<u>Name of Florida Subsidiary Guarantor</u>	<u>Date of Certified Articles of Organization</u>	<u>Date of Certificate of Status</u>	<u>Date of Operating Agreement/Limited Partnership Agreement</u>
Brevard HMA Holdings, LLC	February 16, 2017	February 16, 2017	January 27, 2014
Brevard HMA Hospitals, LLC	February 16, 2017	February 16, 2017	January 27, 2014
Citrus HMA, LLC	February 16, 2017	February 16, 2017	January 27, 2014
HMA Santa Rosa Medical Center, LLC	February 16, 2017	February 16, 2017	January 27, 2014
Hospital Management Associates, LLC	February 16, 2017	February 16, 2017	January 27, 2014
Hospital Management Services of Florida, LP	February 16, 2017	February 16, 2017	January 7, 2013, as amended February 16, 2017
Key West HMA, LLC	February 16, 2017	February 16, 2017	January 27, 2014
Melbourne HMA, LLC	February 16, 2017	February 16, 2017	January 27, 2014
Naples HMA, LLC	February 16, 2017	February 16, 2017	January 27, 2014
Pasco Regional Medical Center, LLC	February 16, 2017	February 16, 2017	February 16, 2017
Port Charlotte HMA, LLC	February 16, 2017	February 16, 2017	January 27, 2014
Punta Gorda HMA, LLC	February 16, 2017	February 16, 2017	January 27, 2014
Rockledge HMA, LLC	February 16, 2017	February 16, 2017	January 27, 2014
Sebastian Hospital, LLC	February 16, 2017	February 16, 2017	January 27, 2014
Sebring Hospital Management Associates, LLC	February 16, 2017	February 16, 2017	January 27, 2014
Venice HMA, LLC	February 16, 2017	February 16, 2017	January 27, 2014

March 3, 2017

Community Health Systems, Inc.  
CHS/Community Health Systems, Inc.  
4000 Meridian Boulevard  
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as special South Carolina counsel to the entities listed on Schedule I (each a “*South Carolina Subsidiary Guarantor*” and collectively, the “*South Carolina Subsidiary Guarantors*”) in connection with the South Carolina Subsidiary Guarantors’ proposed guarantees (collectively, the “*Debt Guarantees*”) of debt securities (collectively, the “*Debt Securities*”) to be issued from time to time by Community Health Systems, Inc., a Delaware corporation (“*Parent*”), or CHS/Community Health Systems, Inc., a Delaware corporation (“*CHS/CHS*” and, together with Parent, the “*Issuers*”), pursuant to forms of senior and subordinated notes indentures (collectively, the “*Indentures*”) that were filed with the Securities and Exchange Commission (the “*Commission*”) as exhibits to the Issuers’ registration statement on Form S-3 on or about May 6, 2015 (the “*Original Registration Statement*”), as amended and updated by the Post-Effective Amendment No. 1 to Form S-3 Registration Statement of even date herewith (collectively with the Original Registration Statement referred to as, the “*Amended Registration Statement*”).

For purposes of rendering this opinion, we have examined and relied on originals or copies (certified or otherwise identified to our satisfaction) of the following documents:

(1) the articles of incorporation, bylaws, and amended and restated operating agreements, as applicable, for each South Carolina Guarantor (the “*Organizational Documents*”);

(2) The certificate with respect to various factual matters signed by an officer of each South Carolina Guarantor dated the date of this opinion (the “*Officer’s Certificate*”) and the Action by Written Consent in Lieu of a Meeting of the Governing Boards (Boards of Directors, Managing Members, Sole Members, and General Partners, as applicable) of the Entities Listed on Schedule A, dated March 1, 2017, which entities include the South Carolina Subsidiary Guarantors (“*Omnibus Resolution*”);

(3) a Certificate of Existence dated February 17, 2017, issued for each South Carolina Guarantor by the South Carolina Secretary of State, indicating that each South Carolina Guarantor is in good standing in South Carolina (individually “*Certificate of Existence*” and collectively “*Certificates of Existence*”);

(4) the Amended Registration Statement;

Parker Poe Adams & Bernstein LLP 1201 Main Street Suite 1450 Columbia, SC 29201  
t 803.255.8000 f 803.255.8017 www.parkerpoe.com

Community Health Systems, Inc.  
CHS/Community Health Systems, Inc.  
March 3, 2017  
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(5) the Debt Guarantees; and

(6) the Indentures.

The documents referenced in items 1 through 6 above are collectively referred to hereinafter as the "Opinion Documents." In rendering the opinions set forth below, we have, with your consent, relied only upon examination of the documents described above and have made no independent verification or investigation of the factual matters set forth herein. We did not participate in the negotiation or preparation of the Indentures and have not advised the Issuers or the South Carolina Subsidiary Guarantors with respect to such documents or transactions contemplated thereby.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such copies. As to all questions of fact material to this opinion letter that have not been independently established, we have relied upon the Officer's Certificate and/or comparable documents of officers and representatives of the Issuers and the South Carolina Subsidiary Guarantors and have assumed there has been no change in the information provided to us since the date such information was first provided and that such information was true and correct on the date on which it was provided and that it is true and correct on the date hereof.

Based on the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that:

(a) Based solely upon the Certificate of Existence for each South Carolina Guarantor and the Officer's Certificate of even date herewith certifying that no change has occurred in the status of a South Carolina Guarantor since the issuance of the Certificates of Existence, each South Carolina Subsidiary Guarantor is validly existing under the laws of the State of South Carolina.

(b) Each South Carolina Subsidiary Guarantor has the requisite corporate or limited liability company power, as applicable, to guarantee the Debt Securities pursuant to the terms of the Indentures and to perform its obligations under the Debt Guarantees.

(c) The Debt Guarantees, upon being duly authorized by all necessary corporate or limited liability company action, as applicable, executed by an authorized signatory and delivered, will be validly authorized, executed, and delivered for corporate or limited liability company law purposes by each South Carolina Subsidiary Guarantor.

Community Health Systems, Inc.  
CHS/Community Health Systems, Inc.  
March 3, 2017  
Page 3 of 4

We render this opinion with respect to the laws of the State of South Carolina and only with respect to those laws. We express no opinion with respect to the laws of a state other than South Carolina.

We hereby consent to any reliance on this opinion letter and the opinions provided herein by the law firm Hodgson Russ LLP in connection with the legal opinion provided by that law firm that is included as an exhibit to the Registration Statement. Additionally, we hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to our firm under the heading "Legal Matters" in the prospectus contained in the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

We do not undertake to advise you of any matters that might hereinafter arise that would affect the opinions expressed herein. Our opinion is limited to the matters expressly stated herein and no other opinion may be implied or inferred.

Very truly yours,

*/s/ Parker Poe Adams & Bernstein LLP*

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Parker Poe Adams & Bernstein LLP

Enc.

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**Schedule "I"**

**List of South Carolina Guarantors**

Chester HMA, LLC

Gaffney H.M.A., LLC

QHG of South Carolina, Inc.

QHG of Spartanburg, Inc.

EMMETT BERRYMAN

March 3, 2017

SENDER'S E-MAIL:  
eberryman@lmlawyers.com

Community Health Systems, Inc.  
CHS/Community Health Systems, Inc.  
4000 Meridian Boulevard  
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as special Texas counsel to the entities listed on Schedule I (collectively, the "*Texas Subsidiary Guarantors*"), in connection with the Texas Subsidiary Guarantors' proposed guarantees (collectively, the "*Debt Guarantees*") of debt securities (collectively, the "*Debt Securities*") to be issued from time to time by Community Health Systems, Inc., a Delaware corporation ("*Parent*"), or CHS/Community Health Systems, Inc., a Delaware corporation ("*CHS/CHS*" and, together with Parent, the "*Issuers*"), pursuant to forms of senior and subordinated notes indentures (collectively, the "*Indentures*") that were filed with the Securities and Exchange Commission (the "*Commission*") as exhibits to the Issuers' registration statement on Form S-3 (as such has been or may hereafter be amended, supplemented, modified, renewed, extended and/or restated from time to time, the "*Registration Statement*") on or about May 6, 2015.

In rendering our opinions herein, we have relied with respect to factual matters, solely upon the Officers' Certificates (defined below), and certificates of public officials referred to below. In addition thereto, we have reviewed and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for rendering our opinions, including, without limitation, the following:

- (a) Certificate of Incorporation of Granbury Hospital Corporation;
- (b) Bylaws of Granbury Hospital Corporation;
- (c) Certificate of Incorporation of Jourdanton Hospital Corporation;
- (d) Bylaws of Jourdanton Hospital Corporation;
- (e) Certificate of Incorporation of Weatherford Hospital Corporation;
- (f) Bylaws of Weatherford Hospital Corporation;
- (g) Certificate of Formation of Weatherford Texas Hospital Company, LLC;
- (h) Operating Agreement of Weatherford Texas Hospital Company, LLC;
- (i) Certificate of Formation of Laredo Texas Hospital Company, L.P.;

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- (j) Third Amended and Restated Agreement of Limited Partnership of Laredo Texas Hospital Company, L.P.;
  - (k) the Corporate Status Certificates (as defined in subpart (iv) below);
  - (l) the LLC Status Certificates (as defined in subpart (v) below);
  - (m) the LP Status Certificates (as defined in subpart (vi) below); and
  - (n) the Evidences (as defined in subpart (vii) below).

Items (a) through (n) above are collectively referred to herein as the “*Corporate Documents*.”

In addition we have examined and relied upon the following:

(i) with respect to each Texas Subsidiary Guarantor that is a corporation, certificates from the Secretary of such Texas Subsidiary Guarantor certifying in each instance as to true and correct copies of the articles of incorporation and bylaws of such Texas Subsidiary Guarantor and resolutions of the board of directors of such Texas Subsidiary Guarantor authorizing the guarantees by such Texas Subsidiary Guarantor to guarantee the Debt Securities pursuant to the terms of the Indentures and to perform their obligations under the Debt Guarantees (each a “*Corporate Officers’ Certificate*”);

(ii) with respect to each Texas Subsidiary Guarantor that is a limited liability company, certificates from the Secretary of such Texas Subsidiary Guarantor certifying in each instance as to true and correct copies of the certificate of formation and limited liability company agreement of such Texas Subsidiary Guarantor and resolutions of the sole member of such Texas Subsidiary Guarantor authorizing the Guarantees by such Texas Subsidiary Guarantor to guarantee the Debt Securities pursuant to the terms of the Indentures and to perform their obligations under the Debt Guarantees (each a “*LLC Officers’ Certificate*”);

(iii) with respect to each Texas Subsidiary Guarantor that is a limited partnership, certificates from the Secretary of such Texas Subsidiary Guarantor certifying in each instance as to true and correct copies of the certificate of formation and limited partnership agreement of such Texas Subsidiary Guarantor and resolutions of the sole general partner of such Texas Subsidiary Guarantor authorizing the Guarantees by such Texas Subsidiary Guarantor to guarantee the Debt Securities pursuant to the terms of the Indentures and to perform their obligations under the Debt Guarantees (each a “*LP Officers’ Certificate*” and, together with the Corporate Officers’ Certificates and the LLC Officers’ Certificates, the “*Officers’ Certificates*”);

(iv) with respect to each Texas Subsidiary Guarantor that is a corporation, a certificate dated February 17, 2017 issued by the Office of the Secretary of State of Texas, attesting to the corporate status of such Texas Subsidiary Guarantor in Texas (collectively, the “*Corporate Status Certificates*”);

(v) with respect to each Texas Subsidiary Guarantor that is a limited liability company, a certificate dated February 17, 2017, issued by the Office of the Secretary of State of Texas, attesting to the limited liability company status of such Texas Subsidiary Guarantor in Texas (collectively, the “*LLC Status Certificates*”);

(vi) with respect to each Texas Subsidiary Guarantor that is a limited partnership, a certificate dated February 17, 2017, issued by the Office of the Secretary of State of Texas, attesting to the limited partnership status of such Texas Subsidiary Guarantor in Texas (collectively, the “*LP Status Certificates*”);

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(vii) with respect to each Texas Subsidiary Guarantor, evidence of franchise tax account status, dated February 17, 2017, from the Comptroller of Public Accounts of the State of Texas (collectively, the "*Evidences*"); and

(viii) originals, or copies identified to our satisfaction as being true copies, of such other records, documents and instruments as we have deemed necessary for the purposes of this opinion letter.

(ix) In rendering the opinions set forth below, we have, with your consent, relied only upon examination of the documents described above and have made no independent verification or investigation of the factual matters set forth herein or therein. We did not participate in the negotiation or preparation of the Registration Statement or the Indentures and have not advised the Issuers or the Texas Subsidiary Guarantors with respect to such documents or transactions contemplated thereby.

(x) With your permission, as to questions of fact material to this Opinion and without independent verification with respect to the accuracy of such factual matters, we have relied upon the Registration Statement, the Indentures, certificates of public officials and of officers and representatives of the Issuers and the Texas Subsidiary Guarantors and the accuracy of the public record. We have made no independent investigation of any statements, warranties and representations made by the Texas Subsidiary Guarantors in the Indentures or any related matters. With the exception of the Corporate Documents, we have not examined the books and records of the Texas Subsidiary Guarantors.

#### **Assumptions Underlying Our Opinions**

For purposes of this Opinion, we have assumed, with your approval and without independent investigation, the following:

(a) No fraud, mistake, undue influence, duress or criminal activity exists with respect to the Corporate Documents, Registration Statement, Indentures or any of the matters relevant to the opinions rendered herein;

(b) The genuineness of all signatures;

(c) The legal capacity of natural persons;

(d) The authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies; and

(e) The authenticity of the originals of such copies.

As to all questions of fact material to this opinion letter that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Issuers and the Texas Subsidiary Guarantors and have assumed that such matters remain true and correct through the date hereof.

#### **Our Opinions**

Subject to the assumptions, exceptions and limitations hereinabove and hereinafter stated, it is our opinion that:



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(1) Based solely upon its Corporate Status Certificate and the applicable Evidence, each Texas Subsidiary Guarantor identified herein as a Texas corporation is a validly existing corporation under the laws of the State of Texas. Based solely upon its LLC Status Certificate and the applicable Evidence, each Texas Subsidiary Guarantor identified herein as a limited liability company is a validly existing limited liability company under the laws of the State of Texas. Based solely upon its LP Status Certificate and the applicable Evidence, each Texas Subsidiary Guarantor identified herein as a limited partnership is a validly existing limited partnership under the laws of the State of Texas.

(2) Each Texas Subsidiary Guarantor has the requisite corporate, limited liability company or limited partnership, as applicable, power and authority to guarantee the Debt Securities pursuant to the terms of the Indentures and to perform its obligations under the Debt Guarantees.

(3) The Debt Guarantees, upon being duly authorized by all necessary corporate, limited liability company or limited partnership action, as applicable, executed by an authorized signatory and delivered, will be validly authorized, executed, and delivered for corporate, limited liability company or limited partnership law purposes, as applicable, by each Texas Subsidiary Guarantor.

#### **Qualifications and Limitations**

This letter expresses our legal opinion as to the foregoing matters based on our professional judgment at this time based solely upon laws, rulings and regulations in effect on the date hereof; it is not, however, to be construed as a guaranty, nor is it a warranty that a court considering such matters would not rule in a manner contrary to the opinions set forth above.

We are qualified to practice law in the State of Texas, and we express no opinions as to the laws of other jurisdictions other than to the laws of the State of Texas, as currently in effect. We assume no obligation to supplement this opinion if any applicable laws change after the date hereof or if we become aware of any facts that might change the opinions expressed herein after the date hereof.

#### **Miscellaneous**

We hereby consent to any reliance on this opinion letter and the opinions provided herein by the law firm Hodgson Russ LLP in connection with the legal opinion provided by that law firm that is included as an exhibit to the Registration Statement. Additionally, we hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to our firm under the heading "Legal Matters" in the prospectus contained in the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

LIECHTY, McGINNIS, BERRYMAN & BOWEN, LLP, a Texas  
limited liability partnership

By: /s/ Emmett W. Berryman  
Emmett W. Berryman, Partner

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Schedule I

Texas Subsidiary Guarantors

<u>Name of Texas Subsidiary Guarantor</u>	<u>State of Organization</u>
Granbury Hospital Corporation	TX
Jourdanton Hospital Corporation	TX
Weatherford Hospital Corporation	TX
Weatherford Texas Hospital Company, LLC	TX
Laredo Texas Hospital Company, L.P.	TX

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM T-1**

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**STATEMENT OF ELIGIBILITY  
UNDER THE TRUST INDENTURE ACT OF 1939  
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE**

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- CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)**
- 

**REGIONS BANK**

(Exact name of trustee as specified in its charter)

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**An Alabama Banking Corporation**  
(Jurisdiction of incorporation)

**63-0371391**  
(I.R.S. Employer  
Identification No.)

---

**Regions Bank**  
**Corporate Trust Department**  
**1901 6th Avenue North, 28th Floor**  
**Birmingham, Alabama 35203**  
(Address of principal executive offices)

**Wallace Duke**  
**Vice President**  
**Regions Bank, Corporate Trust Services**  
**150 Fourth Avenue North, Suite 900**  
**Nashville, Tennessee 37219**  
**(615) 770-4358**  
(Name, address and telephone number of agent for service)

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**Community Health Systems, Inc.**  
(Exact name of obligor as specified in its charter)

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**Delaware**  
(Jurisdiction of incorporation)

**13-3893191**  
(I.R.S. Employer  
Identification No.)

**4000 Meridian Boulevard**  
**Franklin, Tennessee 37067**  
**(615) 465-7000**  
(Address of principal executive offices)

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**Senior Debt Securities**  
(Title of the indenture securities)

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**Additional Obligor**

<u>Exact Name of Additional Obligor</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
CHS/Community Health Systems, Inc.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	76-0137985
Abilene Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-0496920
Abilene Merger, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-0496918
Affinity Health Systems, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3391769
Affinity Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3391873
Amory HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3750001
Anniston HMA, LLC	AL	4000 Meridian Blvd. Franklin, TN 37067	8062	72-1346819
Berwick Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	23-2975836
Biloxi H.M.A., LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	59-2754033
Birmingham Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2784086
Birmingham Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3320362
Bluefield Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-2372042
Bluefield Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-2372291
Bluffton Health System LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1792272
Brandon HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0885458
Brevard HMA Holdings, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3137706
Brevard HMA Hospitals, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3141947
Brownwood Hospital, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762521
Brownwood Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762523
Bullhead City Hospital Corporation	AZ	4000 Meridian Blvd. Franklin, TN 37067	8062	86-0982071
Bullhead City Hospital Investment Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1577204
Campbell County HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528273
Carlisle HMA, LLC	PA	4000 Meridian Blvd. Franklin, TN 37067	8062	25-1887146
Carlsbad Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762526
Carolinas Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2227855
Carolinas JV Holdings General, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2227746
Carolinas JV Holdings, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2227809

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Central Florida HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964329
Central States HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964397
Chester HMA, LLC	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1231400
Chestnut Hill Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2295575
CHHS Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2189938
CHHS Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2295645
CHS Pennsylvania Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1639170
CHS Tennessee Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	32-0465057
CHS Virginia Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1639119
CHS Washington Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3272205
Citrus HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0195256
Clarksdale HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0869163
Clarksville Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-5498575
Clarksville Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3320418
Cleveland Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1587878
Cleveland Tennessee Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1281627
Clinton HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	37-1659366
Coatesville Hospital Corporation	PA	4000 Meridian Blvd. Franklin, TN 37067	8062	23-3069798
Cocke County HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528314
College Station Hospital, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762360
College Station Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762359
College Station Merger, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1771861
Community Health Investment Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	76-0152801
CP Hospital GP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3904557
CPLP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3904614
Crestwood Healthcare, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1647983
Crestwood Hospital LP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762369
Crestwood Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769644
CSMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762362

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Deaconess Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	47-0890490
Deaconess Hospital Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2401268
Desert Hospital Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8111921
Detar Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1754943
DHFW Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2817294
Dukes Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2379885
Dyersburg Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	42-1557536
Emporia Hospital Corporation	VA	4000 Meridian Blvd. Franklin, TN 37067	8062	54-1924866
Florida HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964255
Foley Hospital Corporation	AL	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1811413
Fort Smith HMA, LLC	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1013889
Frankfort Health Partner, Inc.	IN	4000 Meridian Blvd. Franklin, TN 37067	8062	35-2009540
Franklin Hospital Corporation	VA	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2200240
Gadsden Regional Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	63-1102774
Gaffney H.M.A., LLC	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	57-0859724
Granbury Hospital Corporation	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2682017
GRMC Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8112090
Hallmark Healthcare Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	63-0817574
Health Management Associates, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	61-0963645
Health Management Associates, LP	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1601497
Health Management General Partner I, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1721316
Health Management General Partner, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1690736
HMA Fentress County General Hospital, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	95-3974754
HMA Hospitals Holdings, LP	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964154
HMA Santa Rosa Medical Center, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	68-0045270
HMA Services GP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1707507
HMA-TRI Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	47-5203380
Hobbs Medco, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769641
Hospital Management Associates, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	35-1410796

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Hospital Management Services of Florida, LP	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5917647
Hospital of Morristown, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1528689
Jackson HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0907122
Jackson Hospital Corporation	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	42-1557525
Jefferson County HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528414
Jourdanton Hospital Corporation	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	74-3011840
Kay County Hospital Corporation	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	20-4052833
Kay County Oklahoma Hospital Company, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	20-4052936
Kennett HMA, LLC	MO	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0248087
Key West HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	65-0905661
Kirksville Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	36-4373298
Knoxville HMA Holdings, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528116
Lakeway Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1564360
Lancaster Hospital Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	57-1010381
Laredo Texas Hospital Company, L.P.	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0175530
Las Cruces Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2905434
Lea Regional Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1760149
Lebanon HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0248060
Longview Clinic Operations Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-1470252
Longview Medical Center, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762420
Longview Merger, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769639
LRH, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762421
Lutheran Health Network of Indiana, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762363
Madison HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	03-0400182
Marshall County HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	38-3862800
Martin Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	42-1557527
Mary Black Health System LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	57-1047528
Mayes County HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	61-1670947
MCSA, L.L.C.	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	71-0785071



<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Medical Center of Brownwood, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762425
Melbourne HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3142044
Merger Legacy Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1344746
Metro Knoxville HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2535623
Mississippi HMA Holdings I, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964464
Mississippi HMA Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964541
Moberly Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	43-1651906
Naples HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-4401957
Natchez Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	37-1756496
National Healthcare of Leesville, Inc.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	95-4066162
Navarro Hospital, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762428
Navarro Regional, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762429
NC-DSH, LLC	NV	4000 Meridian Blvd. Franklin, TN 37067	8062	88-0305790
Northampton Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2325498
Northwest Arkansas Hospitals, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5896848
Northwest Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762430
NOV Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8112009
NRH, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762431
Oak Hill Hospital Corporation	WV	4000 Meridian Blvd. Franklin, TN 37067	8062	27-0003893
Oro Valley Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2379881
Palmer-Wasilla Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762371
Pasco Regional Medical Center, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2832978
Pennsylvania Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	06-1694707
Phoenixville Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1055060
Poplar Bluff Regional Medical Center, LLC	MO	4000 Meridian Blvd. Franklin, TN 37067	8062	43-1238701
Port Charlotte HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1852902
Pottstown Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	06-1694708
Punta Gorda HMA, LLC (	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	65-0526360
QHG Georgia Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1344786

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
QHG Georgia Holdings, Inc.	GA	4000 Meridian Blvd. Franklin, TN 37067	8062	58-2386459
QHG Georgia, LP	GA	4000 Meridian Blvd. Franklin, TN 37067	8062	58-2387537
QHG of Bluffton Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1792274
QHG of Clinton County, Inc.	IN	4000 Meridian Blvd. Franklin, TN 37067	8062	35-2006952
QHG of Enterprise, Inc.	AL	4000 Meridian Blvd. Franklin, TN 37067	8062	63-1159023
QHG of Forrest County, Inc.	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1704095
QHG of Fort Wayne Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	35-1946949
QHG of Hattiesburg, Inc.	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1704097
QHG of South Carolina, Inc.	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1587267
QHG of Spartanburg, Inc.	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	57-1040117
QHG of Springdale, Inc.	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1755664
Regional Hospital of Longview, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762464
River Oaks Hospital, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0626874
River Region Medical Corporation	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1576702
Rockledge HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3142075
ROH, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0780035
Roswell Hospital Corporation	NM	4000 Meridian Blvd. Franklin, TN 37067	8062	74-2870118
Ruston Hospital Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8066937
Ruston Louisiana Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8066999
SACMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762472
Salem Hospital Corporation	NJ	4000 Meridian Blvd. Franklin, TN 37067	8062	22-3838322
San Angelo Community Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762473
San Angelo Medical, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769697
Scranton Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-4577223
Scranton Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-4564798
Scranton Quincy Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2671991
Scranton Quincy Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2672023
Sebastian Hospital, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	65-0425888
Sebring Hospital Management Associates, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	59-2546390

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Seminole HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	45-4164241
Sharon Pennsylvania Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-4257540
Sharon Pennsylvania Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	38-3920098
Shelbyville Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2909388
Siloam Springs Arkansas Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3635210
Siloam Springs Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3635188
Southeast HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964613
Southern Texas Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769737
Southwest Florida HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964696
Spokane Valley Washington Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1315140
Spokane Washington Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1315081
Statesville HMA, LLC	NC	4000 Meridian Blvd. Franklin, TN 37067	8062	56-2206788
Tennessee HMA Holdings, LP	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1750499
Tennyson Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3943816
Tomball Texas Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2784214
Tomball Texas Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2856063
Triad Healthcare, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2816101
Triad Holdings III, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2821745
Triad Holdings IV, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1766957
Triad Holdings V, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	51-0327978
Triad Nevada Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1639289
Triad of Alabama, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762412
Triad-ARMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-0496926
Triad-El Dorado, Inc.	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1628508
Triad-Navarro Regional Hospital Subsidiary, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1681610
Tullahoma HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0248018
Tunkhannock Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-4566015
Van Buren H.M.A., LLC	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	58-1725652
Venice HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1852812

<u>Exact Name of Additional Obligor</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
VHC Medical, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769671
Vicksburg Healthcare, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1752111
Victoria Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1760818
Victoria of Texas, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1754940
Virginia Hospital Company, LLC	VA	4000 Meridian Blvd. Franklin, TN 37067	8062	02-0691406
Warren Ohio Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3190619
Warren Ohio Rehab Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3190578
Weatherford Hospital Corporation	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5694260
Weatherford Texas Hospital Company, LLC	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5694301
Webb Hospital Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0167530
Webb Hospital Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0167590
Wesley Health System LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2050792
West Grove Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	25-1892279
WHMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762551
Wilkes-Barre Behavioral Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3632720
Wilkes-Barre Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3632542
Wilkes-Barre Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3632648
Women & Children's Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762556
Woodland Heights Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762558
Woodward Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762418
Yakima HMA, LLC	WA	4000 Meridian Blvd. Franklin, TN 37067	8062	45-0506909
York Pennsylvania Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	32-0360922
York Pennsylvania Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-4082660
Youngstown Ohio Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3074094

**Item 1. General Information. Furnish the following information as to the trustee:**

**(a) Name and address of each examining or supervising authority to which it is subject.**

Federal Reserve Bank of Atlanta, 1000 Peachtree Street NE, Atlanta, Georgia 30309-4470 Alabama State Banking Department, P.O. Box 4600, Montgomery, Alabama 36103-4600

**(b) Whether it is authorized to exercise corporate trust powers.**

The Trustee is authorized to exercise corporate trust powers.

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**Item 2. Affiliations with Obligor. If the obligor is an affiliate of the trustee, describe each such affiliation.**

None.

No responses are included for Items 3-15 of this Form T-1 because to the best of the Trustee's knowledge, the obligor is not in default as provided under Item 13.

**Item 16. List of Exhibits.**

- Exhibit 1.** Articles of Incorporation of the Trustee, attached as Exhibit 1.
- Exhibit 2.** Not applicable.
- Exhibit 3.** Authorization of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
- Exhibit 4.** Bylaws of the Trustee, attached as Exhibit 4
- Exhibit 5.** Not applicable.
- Exhibit 6.** The consent of the Trustee required by Section 321(b) of the Act, attached as Exhibit 6.
- Exhibit 7.** A copy of the latest report of condition of the Trustee published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.
- Exhibit 8.** Not applicable.
- Exhibit 9.** Not applicable.

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SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Regions Bank, an Alabama banking corporation, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Nashville and State of Tennessee on the 3<sup>rd</sup> day of March, 2017.

REGIONS BANK

By: /s/ Wallace Duke

Name: Wallace Duke

Title: Vice President

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**Exhibit 1 to Form T-1**

**ARTICLES OF INCORPORATION OF THE TRUSTEE**

STATE OF ALABAMA

I, Jim Bennett, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Related Articles filed on behalf of Regions Bank, as received and filed in the Office of the Secretary of State on 11/03/2014.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

11/17/2014

Date

A handwritten signature in black ink, appearing to read 'Jim Bennett', is written over a horizontal line.

20141117000007330

Jim Bennett

Secretary of State



RESTATED ARTICLES OF INCORPORATION

OF

REGIONS BANK

Alabama  
Sec. Of State  
Entity Change  
006-854 D/C  
Date 11/03/2014  
Time 17:00  
141107 7 Pg  
File \$100.00  
Ackn \$.00  
Exp \$.00  
Total \$100.00  
02/053

1. The name of this corporation shall be Regions Bank.
2. The principal place of business shall be 1900 Fifth Avenue North, Birmingham, Alabama, The general business of Regions Bank (the "Bank") shall be conducted at its main office and its branches and other facilities.
3. The Bank shall have the following objects, purposes and powers:
  - a. To sue and be sued, complain and defend, in its corporate name.
  - b. To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.
  - c. To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated.
  - d. To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets, subject to the limitations hereinafter prescribed.
  - e. To lend money and use its credit to assist its employees.
  - f. To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district, or municipality or of any instrumentality thereof as may be permitted by law or appropriate regulations.
  - g. To make contracts, guarantees, and indemnity agreements and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage, pledge of, or creation of security interests in, all or any of its property, franchises, or income, or any interest therein, not inconsistent with the provisions of the Constitution of Alabama as the same may be amended from time to time.
  - h. To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

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- i. To conduct its business, carry on its operations and have offices and exercise the powers granted by this Article, within or without the State of Alabama.
  - j. To elect or appoint and remove officers and agents of the Bank, and define their duties and fix their compensation.
  - k. To make and alter by its board of directors bylaws not inconsistent with its articles of incorporation or with the laws of this state for the administration and regulation of the affairs of the Bank.
  - l. To make donations for the public welfare or for charitable, scientific, or educational purposes.
  - m. To transact any lawful business which the board of directors shall find will be in aid of governmental policy.
  - n. To pay pensions and establish pension plans, pension trusts, profit sharing plans, stock bonus plans, stock option plans and other incentive plans for any or all of its directors, officers and employees.
  - o. To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust, or other enterprise.
  - p. To consolidate or merge, before or after the completion of its works or plants, in the manner herein provided, with any other foreign or domestic corporation or corporations engaged in the business of banking or trust companies doing a banking business subject to the limitations hereinafter prescribed.
  - q. To have and exercise all powers permitted by the laws of Alabama necessary or convenient to effect its purposes.
  - r. To discount bills, notes or other evidences of debt.
  - s. To receive and pay out deposits, with or without interest, pay checks, and impose charges for any services.
  - t. To receive on special deposit money, bullion or foreign coins or bonds or other securities.
  - u. To buy and sell foreign and domestic exchanges, gold and silver bullion or foreign coins, bonds, bills of exchange, notes and other negotiable paper.
  - v. To lend money on personal security or upon pledges of bonds, stocks or other negotiable securities.

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- w. To take and receive security by mortgage, security or otherwise on property, real and personal.
  - x. To become trustee for any purpose and be appointed and act as executor, administrator, guardian, receiver, or fiduciary.
  - y. To lease real and personal property upon specific request of a customer, provided it complies with any applicable Alabama laws regulating leasing real property or improvements thereon to others.
  - z. To perform computer, management and travel agency services for others.
  - aa. To subscribe to the capital stock and become a member of the federal reserve system and comply with rules and regulations thereof.
  - bb. To do business and exercise directly or through operating subsidiaries any powers incident to the business of banks.
4. The duration of the corporation shall be perpetual.
5. The Board of Directors is expressly authorized from time to time to fix the number of Directors which shall constitute the entire Board, subject to the following:
- a. The number of Directors constituting the entire Board shall be fixed from time to time by vote of a majority of the entire Board, provided, however, that the number of Directors shall not be reduced so as to shorten the term of any Director at the time in office, and provided further, shall not be less than three nor more than twenty-five (25). Each Director shall be the record owner of the requisite number of shares of common stock of the Bank's parent bank holding company fixed by the appropriate regulatory authorities.
  - b. Notwithstanding any other provisions of the Articles of Incorporation or the bylaws of the Bank (and notwithstanding the fact that some lesser percentage may be specified by law, these Restated Articles of Incorporation or the bylaws of the Bank), any Director or the entire Board of Directors of the Bank may be removed at any time, with or without cause by the affirmative vote of the holders of ninety percent (90%) or more of the outstanding shares of capital stock of the Bank entitled to vote generally in the election of directors (considered for this purpose as one class) cast at a meeting of the stockholders called for that purpose.

6. The aggregate number of shares of capital stock which the Bank shall have authority to issue is thirty thousand five hundred forty six (30,546) shares, which shall be common stock, par value five dollars (\$5.00) per share (the "Common Stock"). The Bank shall not issue fractional shares of stock, but shall pay in cash the fair value of fractions of a share as of the time when those otherwise entitled to receive such fractions are determined.
  - a. Shareholders shall not have pre-emptive rights to purchase shares of any class of capital stock of the Bank. The Bank, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders.
  - b. Authority is hereby expressly granted to the Board of Directors from time to time to issue any authorized but unissued shares of Common Stock for such consideration and on such terms as it may determine. Every share of Common Stock of the Bank shall have one vote at any meeting of the shareholders and may be voted by the shareholders of record either in person or by proxy.
  - c. In the event of any liquidation, dissolution, or winding up of the Bank or upon the distribution of the assets of the Bank, the assets of the Bank remaining after satisfaction of all obligations and liabilities shall be divided and distributed among the holders of the Common Stock ratably. Neither the merger or consolidation of the Bank with another corporation nor the sale or lease of all or substantially all of the assets of the Bank shall be deemed to be a liquidation, dissolution, or winding up of the Bank or a distribution of its assets.
  - d. The holders of Common Stock shall have the exclusive power to vote and shall have one vote in respect of each share of such stock held by them.
7. The Chief Executive Officer, Secretary, Board of Directors, or holder(s) of at least 90% of the issued and outstanding voting stock of the Bank may call a special meeting of shareholders at any time. Unless otherwise provided by the laws of Alabama, notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least ten days prior to the date of such meeting to each shareholder of record at his address as shown upon the stock transfer book of this Bank.
8. The Bank reserves the right to amend, alter, change or repeal any provision contained in these Restated Articles of Incorporation, in the manner now or hereafter provided by law, at any regular or special meeting of the shareholders, and all rights conferred upon officers, directors and shareholders of the Bank hereby are granted subject to this reservation.
9. The Bank shall indemnify its officers, directors, employees, and agents in accordance with the indemnification provisions set forth in the By-Laws, as may be amended from time to time, and in all cases in accordance with applicable laws and regulations.

Alabama  
Sec. Of State

Entity Change	D/C
006-854	
Date	11/03/2014
Time	17:00
141107	7 Pg
File	\$100.00
Ackn	\$ .00
Exp	\$ .00
Total	\$100.00


02/053

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4.) This amendment to and restatement of the Articles of Incorporation was duly adopted by vote of the directors of the Bank pursuant to Section 10A-2-10.03 of the Alabama Business Corporation Law and was approved by the sole shareholder in accordance with Section 10A-2-10.03, by unanimous consent of the holder of 21,546 shares of common stock, constituting all of the shares of capital stock of the Bank outstanding, indisputably represented, and entitled to vote on the amendment. The date of adoption of the Restated Articles of Incorporation was October 16, 2014.

IN WITNESS WHEREOF, said Regions Bank has caused this certificate to be signed by Fournier J. Gale, III, its Senior Executive Vice President, General Counsel and Corporate Secretary, this 16th day of October, 2014.

REGIONS BANK

By: 

\_\_\_\_\_  
Fournier J. Gale, III  
Senior Executive Vice President, General  
Counsel and Corporate Secretary

STATE OF ALABAMA

MONTGOMERY COUNTY

I, John D. Harrison, as Superintendent of Banks for the State of Alabama, do hereby certify that I have fully and duly examined the foregoing Articles of Amendment whereby the shareholders of Regions Bank, a banking corporation located at Birmingham, Alabama, proposes to Amend and Restate the Articles of Incorporation and also the Amendment to Article 9 of Regions Bank.

See attached Articles of Amendment to the Articles of Incorporation of Regions Bank.

Also see attached Amendment to Article 9 of Regions Bank.

I do hereby certify that said Amendment of the Articles of Incorporation appears to be in substantial conformity with the requirements of law and they are hereby approved. Upon the filing of the same, together with this Certificate of Approval, with the proper agency as required by law, the Restated Articles of Incorporation of said bank shall be effective.

Given under my hand and seal of office this the 27<sup>th</sup> day of October, 2014.



20141028000987210 1/7  
BK: LR201417 Pg:22836  
Jefferson County, Alabama  
10/28/2014 02:58:14 PM PREST  
Fee - \$63.00

Total of Fees and Taxes-\$63.00  
LYNN

Handwritten signature of John D. Harrison in black ink.

John D. Harrison  
Superintendent of Banks

Jefferson County

I, the Undersigned, as Judge of Probate in and for said County, in said State, hereby certify that the foregoing is a full, true and correct copy of the instrument with the filing of same as appears of record in this office in vol 201417 page 22836

Given under my hand and official seal, this the 28 day of October, 2014.

Handwritten signature of Alan L. King in black ink.

Judge of Probate

This instrument prepared by:

Legal Department  
Regions Bank  
1900 Fifth Avenue North, 22<sup>nd</sup> Floor Birmingham,  
Alabama 35203



2014102800987210 1/7  
Bk: LR201417 Pg:22836  
Jefferson County, Alabama  
I certify this instrument filed on:  
10/28/2014 02:58:14 PM PREST  
Judge of Probate- Alan L. King

**ARTICLES OF AMENDMENT TO  
ARTICLES OF INCORPORATION  
OF  
REGIONS BANK**

REGIONS BANK, a corporation organized and existing under the laws of the State of Alabama, hereby certifies as follows:

- 1.) The name of the corporation is Regions Bank.
- 2.) This restatement of the Articles of Incorporation restates and integrates the amendments to the Articles of Incorporation as previously filed and further amends the Articles of Incorporation by amending Article 9 of the Articles of Incorporation as previously filed.
- 3.) The text of the Restated Articles of Incorporation reads as herein set forth in full:

	Alabama
	Sec. Of State
Entity Change	
005-054	D/C
Date 11/03/2014	
Time 17:00	
141107	7 Pg
File	\$100.00
Achn	\$ .00
Exp	\$ .00
Total	\$100.00
02/053	

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**Exhibit 3 to Form T-1**

**CERTIFICATE OF TRUST POWERS**





**Bob Riley**  
Governor

STATE OF ALABAMA  
STATE BANKING DEPARTMENT



**John D. Harrison**  
Superintendent of Banks

TO WHOM IT MAY CONCERN:

I hereby certify, as Superintendent of Banks of the State of Alabama, that Regions Bank, Birmingham, Alabama is a bank chartered by the State of Alabama and is duly authorized to exercise full trust powers. Regions Bank was authorized to exercise full service trust powers by the Alabama State Banking Department on September 1, 1958. At the time, Regions Bank was named Exchange-Security Bank. They have held full service trust powers ever since.

Witness my hand this the 25<sup>th</sup> day of March, 2008.

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John D. Harrison  
Superintendent of Banks

CENTER FOR COMMERCE • 401 ADAMS AVENUE • P.O. BOX 4600 • MONTGOMERY, AL 36103-4600  
TELEPHONE (334) 242-3452 • FAX (334) 242-3500 OR BUREAU OF LOANS (334) 353-5961

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**Exhibit 4 to Form T-1**

**BY-LAWS OF THE TRUSTEE**

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**BY-LAWS OF  
REGIONS BANK**

(As amended July 16, 2015)

**ARTICLE I. OFFICES**

**Section 1. Registered Office.**

The registered office of Regions Bank (the "Bank") shall be maintained at the office of the CSC Lawyers Incorporating Service, Inc., in the City of Montgomery, in the County of Montgomery, in the State of Alabama, or such other location as may be designated by the Board of Directors. CSC Lawyers Incorporating Service, Inc. shall be the registered agent of the Bank unless and until a successor registered agent is appointed by the Board of Directors.

**Section 2. Other Offices.**

The Bank may have other offices at such places as the Board of Directors may from time to time appoint or the business of the Bank may require.

**Section 3. Principal Place of Business.**

The principal place of business of the Bank shall be in Birmingham, Alabama.

**ARTICLE II. MEETINGS OF STOCKHOLDERS**

**Section 1. Annual Meeting.**

Annual meetings of stockholders for the election of members of the Board of Directors ("Directors") and for such other business as may be stated in the notice of the meeting, shall be held at such place, time and date as the Board of Directors, by resolution, shall determine.

**Section 2. Special Meetings.**

Special meetings of the stockholders for any purpose, other than the election of Directors, may be called at any time by the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Secretary or by resolution of the Directors. Special meetings of stockholders may be held at such time and place as shall be stated in the notice of the meeting.

**Section 3. Voting.**

The vote of a majority of the votes cast by the shares entitled to vote on any matter at a meeting of stockholders at which a quorum is present shall be the act of the stockholders on that matter, except as otherwise required by law or by the Articles of Incorporation of the Bank.

**Section 4. Quorum.**

At each meeting of stockholders, except where otherwise provided by applicable law, the Articles of Incorporation or these By-Laws, the holders of a majority of the outstanding shares of the Bank entitled to vote on a matter at the meeting, represented in person or by proxy, shall constitute a quorum. If less than

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a majority of the outstanding shares are represented, a majority of the shares so represented may adjourn the meeting from time to time without further notice, but until a quorum is secured no other business may be transacted. The stockholders present at a duly organized meeting may continue to transact business until an adjournment notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

### ARTICLE III. DIRECTORS

#### **Section 1. Number and Term.**

The number of Directors which shall constitute the whole Board of Directors shall be fixed, from time to time, by resolutions adopted by the Board of Directors, but shall not be less than three persons. The number of Directors shall not be reduced so as to shorten the term of any Director in office at the time.

Directors elected at each annual or special meeting shall hold office until the next annual meeting and until his or her successor shall have been elected and qualified, or until his or her earlier retirement, death, resignation or removal. Directors need not be residents of Alabama.

#### **Section 2. Chairman of the Board and Lead Independent Director.**

The Board of Directors shall by majority vote designate from time to time from among its members a Chairman of the Board of Directors. The Chairman of the Board of Directors shall preside at all meetings of the stockholders and of the Board of Directors. He or she shall have and perform such duties as prescribed by the By-Laws and by the Board of Directors. The position of Chairman of the Board of Directors is a Board position, provided however, the position of Chairman of the Board of Directors may be held by a person who is also an officer of the Bank.

In the absence of the Chairman of the Board of Directors or in the case he or she is unable to preside, the Lead Independent Director, if at the time a Director of the Bank has been designated by the Board of Directors as such, shall have and exercise all powers and duties of the Chairman of the Board of Directors and shall preside at all meetings of the Board of Directors. If at any Board of Directors meeting none of such persons is present or able to act, the Board of Directors shall select one of its members as acting chair of the meeting or any portion thereof.

#### **Section 3. Resignations.**

Any Director may resign at any time. All resignations shall be made in writing, and shall take effect at the time of receipt by the Chairman of the Board of Directors, Chief Executive Officer, the President or the Secretary or at such other time as may be specified therein. The acceptance of a resignation shall not be necessary to make it effective.

#### **Section 4. Vacancies.**

If the office of any Director becomes vacant, including by reason of resignation or removal, or the size of the Board of Directors is increased, the remaining Directors in office, even if less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy or new position, and such person shall hold office for the unexpired term and until his successor shall be duly chosen.

#### **Section 5. Removal.**

Any Director may be removed at any time, with or without cause, by the affirmative vote of the holders of a majority of the outstanding shares of capital stock of the Bank entitled to vote generally in the election of Directors considered as one class for this purpose, at any meeting of the stockholders called for that purpose.

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**Section 6. Powers.**

The business and affairs of the Bank shall be managed by or under the direction of the Board of Directors, except as may be otherwise provided by applicable law, the Articles of Incorporation of the Bank or pursuant to these By-Laws.

**Section 7. Meetings.**

Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by the Board of Directors.

Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, the Lead Independent Director, the Chief Executive Officer, the President or the Secretary on the written request of a majority of the Board of Directors on at least two days' notice to each Director and shall be held at such place or places as may be determined by the Board of Directors, or as shall be stated in the notice of such meeting.

Unless otherwise restricted by the Articles of Incorporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone, video, or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting. Notice of any special meeting of the Board of Directors need not be given personally, and may be given by United States mail, postage prepaid or by any form of electronic communication, and shall be deemed to have been given on the date such notice is transmitted by the Bank (which, if notice is mailed, shall be the date when such notice is deposited in the United States mail, postage prepaid, directed to the applicable Director at such Director's address as it appears on the records of the Bank).

**Section 8. Quorum; Vote Required for Action.**

A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Articles of Incorporation or these By-Laws shall require a vote of a greater number.

**Section 9. Compensation.**

Unless otherwise restricted by the Articles of Incorporation or these By-Laws, the Board of Directors shall have the authority to fix the compensation of Directors. Nothing herein contained shall be construed to preclude any Director from serving the Bank in any other capacity as an officer, agent or otherwise, and receiving compensation therefore.

**Section 10. Action Without Meeting.**

Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof, may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the Board of Directors, or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

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**Section 11. Committees.**

A majority of the Board of Directors shall have the authority to designate one or more committees, each committee to consist of one or more of the Directors of the Bank. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any committee of the Board of Directors, to the extent provided in the resolutions of the Board of Directors or in these By-Laws, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Bank and may authorize the seal of the Bank to be affixed to all papers which may require it, in each case to the fullest extent permitted by applicable law. In the absence or disqualification of any member of a committee from voting at any meeting of such committee, the remaining member or members thereof present at such meeting and not disqualified from voting, whether or not the remaining member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at such meeting in the place of any such absent or disqualified member.

**Section 12. Eligibility.**

No person shall be eligible to serve as Director of the Bank unless such person shall be the owner of shares of stock of the parent holding company of the number and held in the manner sufficient to meet the requirements of any applicable law or regulation in effect requiring the ownership of Directors' qualifying shares.

**Section 13. Directors Protected.**

Each Director shall in the performance of his or her duties be fully protected in relying in good faith upon reports made to the Directors by the officers of the Bank or by state or federal bank examiners or by any independent accountant or by any appraiser selected with reasonable care, or by counsel, or by a committee of the Board of Directors, or in relying in good faith upon other records or books of account of the Bank.

**ARTICLE IV. OFFICERS****Section 1. Officers, Elections, Terms.**

The officers of the Bank shall be a Chief Executive Officer; a President; one or more Regional or Local Presidents if the Board so determines; one or more vice presidents or directors, who may be designated Senior Executive Vice Presidents, Executive Vice Presidents, Executive Managing Directors, Senior Vice Presidents, Managing Directors, Vice Presidents, Directors, and Assistant Vice Presidents; a Secretary; one or more Assistant Secretaries; a Chief Financial Officer; a Controller; an Auditor; and such other officers as may be deemed appropriate. All of such officers shall be appointed annually by the Board of Directors to serve for a term of one year and until their respective successors are appointed and qualified or until such officer's earlier death, resignation, retirement, or removal, except that the Board of Directors may delegate the authority to appoint officers holding the position of Senior Executive Vice President and below in accordance with procedures established or modified by the Board from time to time. Those Officers who serve in the Trust Department shall be so designated by the word "Trust" in their title. None of the officers of the Bank need be Directors. More than one office may be held by the same person.

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**Section 2. Chief Executive Officer.**

The Board of Directors shall appoint a Chief Executive Officer of the Bank. The Chief Executive Officer is the most senior executive officer of the Bank, and shall be vested with authority to act for the Bank in all matters and shall have general supervision of the Bank and of its business affairs, including authority over the detailed operations of the Bank and over its personnel, with full power and authority during intervals between sessions of the Board of Directors to do and perform in the name of the Bank all acts and deeds necessary or proper, in his or her opinion, to be done and performed and to execute for and in the name of the Bank all instruments, agreements, and deeds which may be authorized to be executed in behalf of the Bank or which may be required by law. The Chief Executive Officer may, but need not, also hold the office of President.

**Section 3. President.**

The President shall, subject to the control of the Board of Directors and of any committee of the Board of Directors having authority in the premises, have, and may exercise the authority to act for the Bank in all ordinary matters and perform other such duties as directed by the By-Laws, the Board of Directors, or the Chief Executive Officer. Among the officers of the Bank, the President is subordinate to only the Chief Executive Officer and is senior to the other officers of the Bank. The authority of the President shall include authority over the detailed operations of the Bank and over its personnel with full power and authority during intervals between sessions of the Board of Directors to do and perform in the name of the Bank all acts and deeds necessary or proper, in his or her opinion, to be done and performed and to execute for and in the name of the Bank all instruments, agreements, and deeds which may be authorized to be executed in behalf of the Bank or which may be required by law.

**Section 4. Vice Presidents.**

The vice presidents or directors, who may be designated as Senior Executive Vice Presidents, Executive Vice Presidents, Executive Managing Directors, Senior Vice Presidents, Managing Directors, Vice Presidents, Directors, and Assistant Vice Presidents, shall, subject to the control of the Board of Directors, the Chief Executive Officer or the President, have and may exercise the authority vested in them in all proper matters, including authority over the detailed operations of the Bank and over its personnel.

**Section 5. Chief Financial Officer.**

The Chief Financial Officer or his or her designee shall have and perform such duties as are incident to the office of Chief Financial Officer and such other duties as may from time to time be assigned to him by the Board of Directors, the Chief Executive Officer, or the President.

**Section 6. Secretary and Assistant Secretary.**

The Secretary shall keep minutes of all meetings of the stockholders and the Board of Directors unless otherwise directed by either of those bodies. The Secretary, or in his absence, any Assistant Secretary, shall attend to the giving and serving of all notices of the Bank. The Secretary shall perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may from time to time be assigned by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, or the President.

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**Section 7. Controller.**

The Controller shall, under the direction of the Chief Executive Officer, the President, the Chief Financial Officer, or a more senior officer, have general supervision and authority over all reports required of the Bank by law or by any public body or officer or regulatory authority pertaining to the condition of the Bank and its assets and liabilities. The Controller shall have general supervision of the books and accounts of the Bank and its methods and systems of recording and keeping accounts of its business transactions and of its assets and liabilities. The Controller shall be responsible for preparing statements showing the financial condition of the Bank and shall furnish such reports and financial records as may be required of him or her by the Board of Directors or by the Chief Executive Officer, the President, the Chief Financial Officer, or other more senior officer.

**Section 8. Auditor.**

The Auditor's office may be filled by an employee of the Bank or his or her duties may be performed by an employee or committee of the parent company of the Bank. The Auditor shall have general supervision of the auditing of the books and accounts of the Bank, and shall continuously and from time to time check and verify the Bank's transactions, its assets and liabilities, and the accounts and doings of the officers, agents and employees of the Bank with respect thereto. The Auditor whether an employee of the Bank or of its parent shall be directly accountable to and under the jurisdiction of the Board of Directors and, if applicable, its designated committee, acting independently of all officers, agents and employees of the bank. The Auditor shall render reports covering matters in his or her charge regularly and upon request to the Board and, if applicable, its designated committee.

**Section 9. Other Officers and Agents.**

The Board of Directors may appoint such other officers and agents as it may deem advisable, such as General Counsel, who shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. The functions of a cashier of the Bank may be performed by the Controller or any other officer of the Bank whose area of responsibility includes the function to be performed.

**Section 10. Officer in Charge of Wealth Management.**

The officer in charge of Wealth Management shall be designated as such by the Board of Directors and shall exercise general supervision and management over the affairs of Private Wealth Management, Institutional Services, and Wealth Management Operations and Support, which groups are responsible for exercise of the Bank's trust powers. That officer is hereby empowered to appoint all necessary agents or attorneys; also to make, execute and acknowledge all checks, bonds, certificates, deeds, mortgages, notes, releases, leases, agreements, contracts, bills of sale, assignments, transfers, powers of attorney or of substitution, proxies to vote stock, or any other instrument in writing that may be necessary in the purchase, sale, mortgage, lease, assignment, transfer, management or handling, in any way of any property of any description held or controlled by the Bank in any fiduciary capacity. Said officer shall have such other duties and powers as shall be designated by the Board of Directors.

**Section 11. Other Officers in Private Wealth Management, Institutional Services, and Wealth Management Operations and Support.**

The officer in charge of Wealth Management shall appoint officers responsible for the activities of Private Wealth Management, Institutional Services, and Wealth Management Operations and Support. Various other officers as designated by the officers responsible for the activities of Private Wealth



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Management, Institutional Services, and Wealth Management Operations and Support are empowered and authorized to make, execute, and acknowledge all checks, bonds, certificates, deeds, mortgages, notes, releases, leases, agreements, contracts, bills of sale, assignments, transfers, powers of attorney or substitution, proxies to vote stock or any other instrument in writing that may be necessary to the purchase, sale, mortgage, lease, assignments, transfer, management or handling in any way, of any property of any description held or controlled by the Bank in any fiduciary capacity.

**Section 12. Removal and Retirement of Officers.**

At its pleasure, the Board of Directors may remove any officer from office at any time by a majority vote of the Board of Directors, provided however that the terms of any employment or compensation contract shall be honored according to its terms. An individual's status as an officer will terminate without the necessity of any other action or ratification immediately upon termination for any reason of the individual's employment by the Bank.

**ARTICLE V. MISCELLANEOUS**

**Section 1. Certificates of Stock.**

Certificates of stock of the Bank shall be signed by the President and the Secretary of the Bank, which signatures may be represented by a facsimile signature. The certificate may be sealed with the seal of the Bank or an engraved or printed facsimile thereof. The certificate represents the number of shares of stock registered in certificate form owned by such holder.

**Section 2. Lost Certificates.**

In case of the loss or destruction of any certificate of stock, the holder or owner of same shall give notice thereof to the Chief Executive Officer, the President, any Senior Executive Vice President, or the Secretary of the Bank and, if such holder or owner shall desire the issue of a new certificate in the place of the one lost or destroyed, he or she shall make affidavit of such loss or destruction and deliver the same to any one of said officers and accompany the same with a bond with surety satisfactory to the Bank to indemnify the Bank and save it harmless against any loss, cost or damage in case such certificate should thereafter be presented to the Bank, which affidavit and bond shall be, at the discretion of the deciding party listed in this Section 2, unless so ordered by a court having jurisdiction over the matter, approved or rejected by the Board of Directors or by the Chief Executive Officer or by the President or a Senior Executive Vice President before the issue of any new certificate.

**Section 3. Transfer of Shares.**

Title to a certificate and to the shares represented thereby can be transferred only by delivery of the certificate endorsed either in blank or to a specified person by the person appearing by the certificate to be the owner of the shares represented thereby, or by delivery of the certificate and a separate document containing a written assignment of the certificate or a power of attorney to sell, assign, or transfer the same or the shares represented thereby, signed by the person appearing by the certificate to be the owner of the shares represented thereby. Such assignment or power of attorney may be either in blank or to a specified person.

**Section 4. Fractional Shares.**

No fractional part of a share of stock shall be issued by the Bank.

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**Section 5. Stockholders Record Date.**

In order that the Bank may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

**Section 6. Dividends.**

Subject to the provisions of the Articles of Incorporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon the capital stock of the Bank as and when they deem expedient. Before declaring any dividend there may be set apart out of any fund of the Bank available for dividends, such sum or sums as the Directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Directors shall deem conducive to the interests of the Bank. No dividends shall be declared which exceed the amounts authorized by applicable laws and regulations or are otherwise contrary to law.

**Section 7. Seal.**

The Bank may have a corporate seal, which shall have the name of the Bank inscribed thereon and shall be in such form as proscribed by the Board of Directors from time to time. The seal may also include appropriate descriptors, such as the words: "An Alabama Banking Corporation". The Secretary of the Bank shall have custody of the seal and is authorized to affix the same to instruments, documents, and papers as required by law or as customary or appropriate in the Secretary's judgment and discretion. Without limiting the general authority of the Board of Directors of the Bank to name, appoint, remove, and define the duties of officers of the Bank, the Secretary is further authorized to cause reproductions of the seal to be made, distributed to, and used by officers and employees of the Bank whose duties and responsibilities involve the execution and delivery of instruments, documents, and papers bearing the seal of the Bank. In this regard, the Secretary is further authorized to establish, implement, interpret, and enforce policies and procedures governing the use of the seal and the authorization by the Secretary of officers and employees of the Bank to have custody of and to use the seal. Such policies and procedures may include (i) the right of the Secretary to appoint any Bank employee as an Assistant Secretary of the Bank, if such appointment would, in the Secretary's judgment, be convenient with respect to such employee's custody and use of a seal and/or (ii) the right of the Secretary to authorize Bank employees to have and use seals as delegates of the Secretary without appointing such employees as Assistant Secretaries of the Bank.

**Section 8. Fiscal Year.**

The fiscal year of the Bank shall be the calendar year.

**Section 9. Checks, Drafts, Transfers, etc.**

The Chief Executive Officer, the President, any Regional or Local President, any vice president or director, any Assistant Vice President, any Branch Manager or any other employee designated by the Board of Directors, is authorized and empowered on behalf of the Bank and in its name to sign and endorse checks and warrants, to draw drafts, to issue and sign cashier's checks, to guarantee signatures, to give receipts for money due and payable to the Bank, to sell, assign and transfer shares of capital stock, bonds, or other

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personal property or securities standing in the name of or held by the Bank, whether in its own right or in any fiduciary capacity, and to make or join in such consents, requests or commitments with respect to the same as may be appropriate or authorized as to the holder thereof, and to sign such other papers and do such other acts as are necessary in the performance of his or her duties. The authority conveyed to any employee designated by the Board of Directors may be limited by general or specific resolution of the Board of Directors.

**Section 10. Notice and Waiver of Notice.**

Whenever any notice whatever is required to be given under the provisions of any law or under the provisions of the Articles of Incorporation of the Bank or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of business at the meeting because the meeting is not lawfully called or convened.

**Section 11. Right of Indemnity.**

To the full extent provided for and in accordance with the Alabama Business Corporation Law, and specifically Section 10A-2-8.50 et seq. of the Code of Alabama (1975), or any statute amendatory or supplemental thereof (the "Corporation Law"), the Bank shall indemnify and hold harmless each Director or officer now or hereafter serving the Bank against any loss and reasonable expenses actually and necessarily incurred by him or her in connection with the defense of any claim, or any action, suit or proceeding against him or her or in which he or she is made a party, by reason of his or her being or having been a Director or officer of the Bank, or who, while a Director or officer of the Bank, is or was serving as at the Bank's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. Such right of indemnity shall not be deemed exclusive of any other rights to which such Director or officer may be entitled under any statute, article of incorporation, rule of law, other bylaw, agreement, vote of stockholders or directors, or otherwise. Nor shall anything herein contained restrict the right of the Bank to indemnify or reimburse any officer or Director in any proper case even though not specifically provided for herein.

Notwithstanding anything to the contrary, the Bank shall not make or agree to make any indemnification payment to a Director or officer or any other institution affiliated party (as such term is defined in 12 CFR §359.1) with respect to (i) any civil money penalty or judgment resulting from any administrative or civil action instituted by any federal banking agency, except in full compliance with 12 CFR Part 359, (ii) any assessment, order of restitution, penalty, or similar liability imposed under authority of the Alabama Banking Code, or (iii) any liability for violation of Section 10A-2-8.33 of the Corporation Law.

In advance of final disposition, the Bank may, but is not required to, pay for or reimburse the reasonable expenses incurred by a person who may become eligible for indemnification under this Article V, provided the conditions set forth in Section 10A-2-8.53 of the Corporation Law (and, if applicable, 12 CFR § 359.5) shall have been satisfied.

The Bank may purchase and maintain insurance on behalf of said Directors or officers against liability asserted against or incurred by a Director or officer acting in such capacity as described in these By-Laws. Such insurance coverage shall not be used to pay or reimburse a person for the cost of (i) any judgment or civil money penalty assessed against such person in an administrative proceeding or civil action commenced by any federal banking agency or (ii) any assessment or penalty imposed under authority of

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the Alabama Banking Code. Such insurance coverage may be used to pay any legal or professional expenses incurred in connection with such proceeding or action or the amount of any restitution to the Bank. Any insurance coverage of legal or professional expenses will be coordinated with the Bank's determination whether to advance expenses in advance of final disposition, taking into account the terms and conditions of the coverage and the requirements of Section 10A-2-8.53 of the Corporation Law.

**Section 12. Execution of Instruments and Documents.**

The Chief Executive Officer; the President; any Regional or Local President; any Senior Executive Vice President, Executive Vice President, Senior Vice President, or Vice President; or any officer holding the title of Executive Managing Director, Managing Director, or Director is authorized, in his or her discretion, to do and perform any and all corporate and official acts in carrying on the business of the Bank, including, but not limited to, the authority to make, execute, acknowledge, accept and deliver any and all deeds, mortgages, releases, bills of sale, assignments, transfers, leases (as lessor or lessee), powers of attorney or of substitution, servicing or sub-servicing agreements, vendor agreements, proxies to vote stock or any other instrument in writing that may be necessary in the purchase, sale, lease, assignment, transfer, discount, management or handling in any way of any property of any description held, controlled or used by Bank or to be held, controlled or used by Bank, either in its own or in its fiduciary capacity and including the authority from time to time to open bank accounts with the Bank or any other institution, to borrow money in such amounts for such lengths of time, at such rates of interest and upon such terms and conditions as any said officer may deem proper and to evidence the indebtedness thereby created by executing and delivering in the name of the Bank promissory notes or other appropriate evidences of indebtedness, and to guarantee the obligations of any subsidiary or affiliate of the Bank. The enumeration herein of particular powers shall not restrict in any way the general powers and authority of said officers.

By way of example and not limitation, such officers of the Bank are authorized to execute, accept, deliver and issue, on behalf of the Bank and as binding obligations of the Bank, such agreements and instruments as may be within the officer's area of responsibility, including, as applicable, agreements and related documents (such as schedules, confirmations, transfers, assignments, acknowledgments, and other documents) relating to derivative transactions, loan or letter of credit transactions, syndications, participations, trades, purchase and sale or discount transactions, transfers and assignments, servicing and sub-servicing agreements, vendor agreements, securitizations, and transactions of whatever kind or description arising in the conduct of the Bank's business.

The authority to execute and deliver documents, instruments and agreements may be limited by resolution of the Board of Directors, by a committee of the Board of Directors, by the Chief Executive Officer, or by the President, by reference to subject matter, category, amount, geographical location, or any other criteria, and may be made subject to such policies, procedures and levels of approval as may be adopted or amended from time to time.

**Section 13. Voting Bank's Securities.**

Unless otherwise ordered by the Board of Directors, the Chief Executive Officer, the President, any Executive Vice President or Executive Managing Director or above, the Controller, the Bank's General Counsel, and any other officer as may be designated by the Board of Directors shall have full power and authority on behalf of the Bank to attend, and to act and to vote, and to execute a proxy or proxies empowering others to attend, and to act and to vote, at any meetings of security holders of any of the corporations in which the Bank may hold securities and, at such meetings, such officer shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the owner thereof, the Bank might have possessed and exercised, if present.

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**Section 14. Bonds of Officers and Employees.**

The Board of Directors shall from time to time designate the officers and employees who shall be required to give bond and fix the amounts thereof.

**Section 15. Satisfaction of Loans.**

On payment of sums lent, for which security shall have been taken either by way of mortgage or other lien on real or personal property or by the pledge of collateral, whether said loans have been made from funds of the Bank or from funds held in fiduciary capacity, any officer of the Bank shall have the power and authority to enter the fact of payment or satisfaction on the margin of the record of any such security or in any other legal manner to cancel such indebtedness and to release said security, and the Chief Executive Officer or the President or any Regional or Local President or any vice president or director of the Bank shall have power and authority to execute a power of attorney authorizing the cancellation, release or satisfaction of any mortgage or other security given to the Bank in its corporate or fiduciary capacity, by such person as he or she may in his or her discretion appoint.

**Section 16. Emergencies.**

In the event of an emergency declared by the President of the United States or the person performing his or her functions, the officers and employees of this Bank will continue to conduct the affairs of the Bank under such guidance from the Directors as may be available except as to matters which by statute require specific approval of the Board of Directors and subject to conformance with any governmental directives or directives of the Federal Deposit Insurance Corporation during the emergency.

**ARTICLE VI. AMENDMENTS**

Except as otherwise provided herein or in the Articles of Incorporation of the Bank, these By-Laws may be amended or repealed by the affirmative vote of a majority of the Directors then holding office at any regular or special meeting of the Board of Directors, and the stockholders may make, alter or repeal any By-Laws, whether or not adopted by them.

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**Exhibit 6 to Form T-1**

**CONSENT**

In accordance with Section 321(b) of the Trust Indenture Act of 1939, Regions Bank hereby consents that reports of examination of Regions Bank by Federal, State, Territorial or District regulatory authorities may be furnished by such regulatory authorities to the Securities and Exchange Commission upon request therefor.

Dated: March 3, 2017

REGIONS BANK

By: /s/ Wallace Duke  
Wallace Duke  
Vice President

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**Exhibit 7 to Form T-1**

**[REPORT OF CONDITION FOR PERIOD ENDING December 31, 2016]**

**Schedule RC - Balance Sheet**

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Dollar amounts in thousands

1. Cash and balances due from depository institutions (from Schedule RC-A):			1.
a. Noninterest-bearing balances and currency and coin <sup>1</sup>	RCFD0081	1,930,942	1.a.
b. Interest-bearing balances <sup>2</sup>	RCFD0071	3,581,119	1.b.
2. Securities:			2.
a. Held-to-maturity securities (from Schedule RC-B, column A)	RCFD1754	1,361,612	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)	RCFD1773	23,716,212	2.b.
3. Federal funds sold and securities purchased under agreements to resell:			3.
a. Federal funds sold in domestic offices	RCONB987	0	3.a.
b. Securities purchased under agreements to resell <sup>3</sup>	RCFDB989	15,000	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			4.
a. Loans and leases held for sale	RCFD5369	718,132	4.a.
b. Loans and leases, net of unearned income	RCFDB528	80,093,973	4.b.
c. LESS: Allowance for loan and lease losses	RCFD3123	1,090,815	4.c.
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	RCFDB529	79,003,158	4.d.
5. Trading assets (from Schedule RC-D)	RCFD3545	367,777	5.
6. Premises and fixed assets (including capitalized leases)	RCFD2145	1,945,006	6.
7. Other real estate owned (from Schedule RC-M)	RCFD2150	100,111	7.
8. Investments in unconsolidated subsidiaries and associated companies	RCFD2130	0	8.
9. Direct and indirect investments in real estate ventures	RCFD3656	0	9.
10. Intangible assets:			10.
a. Goodwill	RCFD3163	4,264,414	10.a.
b. Other intangible assets (from Schedule RC-M)	RCFD0426	528,351	10.b.
11. Other assets (from Schedule RC-F)	RCFD2160	7,508,187	11.
12. Total assets (sum of items 1 through 11)	RCFD2170	125,042,021	12.
13. Deposits:			13.
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, part I)	RCON2200	100,217,552	13.a.
1. Noninterest-bearing <sup>4</sup>	RCON6631	37,388,097	13.a.1.
2. Interest-bearing	RCON6636	62,629,455	13.a.2.
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, part II)	RCFN2200	186,095	13.b.
1. Noninterest-bearing	RCFN6631	0	13.b.1.
2. Interest-bearing	RCFN6636	186,095	13.b.2.
14. Federal funds purchased and securities sold under agreements to repurchase:			14.
a. Federal funds purchased in domestic offices <sup>5</sup>	RCONB993	0	14.a.
b. Securities sold under agreements to repurchase <sup>6</sup>	RCFDB995	0	14.b.
15. Trading liabilities (from Schedule RC-D)	RCFD3548	18,523	15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	RCFD3190	5,116,347	16.
17. Not applicable			17.
18. Not applicable			18.
19. Subordinated notes and debentures <sup>1</sup>	RCFD3200	1,144,265	19.
20. Other liabilities (from Schedule RC-G)	RCFD2930	2,263,401	20.

1. Includes cash items in process of collection and unposted debits.
2. Includes time certificates of deposit not held for trading.
3. Includes all securities resale agreements in domestic and foreign offices, regardless of maturity.
4. Includes noninterest-bearing demand, time, and savings deposits.
5. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
6. Includes all securities repurchase agreements in domestic and foreign offices, regardless of maturity.
1. Includes limited-life preferred stock end related surplus.



Dollar amounts in thousands

21. Total liabilities (sum of items 13 through 20)	RCFD2948	<b>108,946,183</b>	21.
22. Not applicable			22.
23. Perpetual preferred stock and related surplus	RCFD3838	<b>0</b>	23.
24. Common stock	RCFD3230	<b>103</b>	24.
25. Surplus (exclude all surplus related to preferred stock)	RCFD3839	<b>16,462,834</b>	25.
26. Not available			26.
a. Retained earnings	RCFD3632	<b>183,614</b>	26.a.
b. Accumulated other comprehensive income <sup>2</sup>	RCFDB530	<b>-550,713</b>	26.b.
c. Other equity capital components <sup>3</sup>	RCFDA130	<b>0</b>	26.c.
27. Not available			27.
a. Total bank equity capital (sum of items 23 through 26.c)	RCFD3210	<b>16,095,838</b>	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries	RCFD3000	<b>0</b>	27.b.
28. Total equity capital (sum of items 27.a and 27.b)	RCFDG105	<b>16,095,838</b>	28.
29. Total liabilities and equity capital (sum of items 21 and 28)	RCFD3300	<b>125,042,021</b>	29.

#### Memoranda

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2016	RCFD6724	<b>NR</b>	M.1.
2. Bank's fiscal year-end date	RCON8678	<b>NR</b>	M.2.

2. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and accumulated defined benefit pension and other postretirement plan adjustments.
3. Includes treasury stock and unearned Employee Stock Ownership Plan shares.

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM T-1**

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**STATEMENT OF ELIGIBILITY  
UNDER THE TRUST INDENTURE ACT OF 1939  
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE**

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- CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)**
- 

**REGIONS BANK**

(Exact name of trustee as specified in its charter)

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**An Alabama Banking Corporation**  
(Jurisdiction of incorporation)

**63-0371391**  
(I.R.S. Employer  
Identification No.)

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**Regions Bank**  
**Corporate Trust Department**  
**1901 6th Avenue North, 28th Floor**  
**Birmingham, Alabama 35203**  
(Address of principal executive offices)

**Wallace Duke**  
**Vice President**  
**Regions Bank, Corporate Trust Services**  
**150 Fourth Avenue North, Suite 900**  
**Nashville, Tennessee 37219**  
**(615) 770-4358**  
(Name, address and telephone number of agent for service)

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**Community Health Systems, Inc.**  
(Exact name of obligor as specified in its charter)

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**Delaware**  
(Jurisdiction of incorporation)

**13-3893191**  
(I.R.S. Employer  
Identification No.)

**4000 Meridian Boulevard**  
**Franklin, Tennessee 37067**  
**(615) 465-7000**  
(Address of principal executive offices)

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**Subordinated Debt Securities**  
(Title of the indenture securities)

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**Additional Obligators**

<u>Exact Name of Additional Obligor</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
CHS/Community Health Systems, Inc.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	76-0137985
Abilene Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-0496920
Abilene Merger, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-0496918
Affinity Health Systems, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3391769
Affinity Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3391873
Amory HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3750001
Anniston HMA, LLC	AL	4000 Meridian Blvd. Franklin, TN 37067	8062	72-1346819
Berwick Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	23-2975836
Biloxi H.M.A., LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	59-2754033
Birmingham Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2784086
Birmingham Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3320362
Bluefield Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-2372042
Bluefield Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-2372291
Bluffton Health System LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1792272
Brandon HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0885458
Brevard HMA Holdings, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3137706
Brevard HMA Hospitals, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3141947
Brownwood Hospital, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762521
Brownwood Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762523
Bullhead City Hospital Corporation	AZ	4000 Meridian Blvd. Franklin, TN 37067	8062	86-0982071
Bullhead City Hospital Investment Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1577204
Campbell County HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528273
Carlisle HMA, LLC	PA	4000 Meridian Blvd. Franklin, TN 37067	8062	25-1887146
Carlsbad Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762526
Carolinas Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2227855
Carolinas JV Holdings General, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2227746
Carolinas JV Holdings, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2227809

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Central Florida HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964329
Central States HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964397
Chester HMA, LLC	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1231400
Chestnut Hill Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2295575
CHHS Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2189938
CHHS Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2295645
CHS Pennsylvania Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1639170
CHS Tennessee Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	32-0465057
CHS Virginia Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1639119
CHS Washington Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3272205
Citrus HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0195256
Clarksdale HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0869163
Clarksville Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-5498575
Clarksville Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3320418
Cleveland Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1587878
Cleveland Tennessee Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1281627
Clinton HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	37-1659366
Coatesville Hospital Corporation	PA	4000 Meridian Blvd. Franklin, TN 37067	8062	23-3069798
Cocke County HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528314
College Station Hospital, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762360
College Station Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762359
College Station Merger, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1771861
Community Health Investment Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	76-0152801
CP Hospital GP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3904557
CPLP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3904614
Crestwood Healthcare, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1647983
Crestwood Hospital LP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762369
Crestwood Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769644
CSMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762362

<u>Exact Name of Additional Obligor</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Deaconess Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	47-0890490
Deaconess Hospital Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2401268
Desert Hospital Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8111921
Detar Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1754943
DHFW Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2817294
Dukes Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2379885
Dyersburg Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	42-1557536
Emporia Hospital Corporation	VA	4000 Meridian Blvd. Franklin, TN 37067	8062	54-1924866
Florida HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964255
Foley Hospital Corporation	AL	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1811413
Fort Smith HMA, LLC	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1013889
Frankfort Health Partner, Inc.	IN	4000 Meridian Blvd. Franklin, TN 37067	8062	35-2009540
Franklin Hospital Corporation	VA	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2200240
Gadsden Regional Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	63-1102774
Gaffney H.M.A., LLC	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	57-0859724
Granbury Hospital Corporation	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2682017
GRMC Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8112090
Hallmark Healthcare Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	63-0817574
Health Management Associates, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	61-0963645
Health Management Associates, LP	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1601497
Health Management General Partner I, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1721316
Health Management General Partner, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1690736
HMA Fentress County General Hospital, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	95-3974754
HMA Hospitals Holdings, LP	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964154
HMA Santa Rosa Medical Center, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	68-0045270
HMA Services GP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1707507
HMA-TRI Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	47-5203380
Hobbs Medco, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769641
Hospital Management Associates, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	35-1410796

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Hospital Management Services of Florida, LP	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5917647
Hospital of Morristown, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1528689
Jackson HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0907122
Jackson Hospital Corporation	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	42-1557525
Jefferson County HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528414
Jourdanton Hospital Corporation	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	74-3011840
Kay County Hospital Corporation	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	20-4052833
Kay County Oklahoma Hospital Company, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	20-4052936
Kennett HMA, LLC	MO	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0248087
Key West HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	65-0905661
Kirksville Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	36-4373298
Knoxville HMA Holdings, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528116
Lakeway Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1564360
Lancaster Hospital Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	57-1010381
Laredo Texas Hospital Company, L.P.	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0175530
Las Cruces Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2905434
Lea Regional Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1760149
Lebanon HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0248060
Longview Clinic Operations Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-1470252
Longview Medical Center, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762420
Longview Merger, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769639
LRH, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762421
Lutheran Health Network of Indiana, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762363
Madison HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	03-0400182
Marshall County HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	38-3862800
Martin Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	42-1557527
Mary Black Health System LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	57-1047528
Mayes County HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	61-1670947
MCSA, L.L.C.	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	71-0785071

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Medical Center of Brownwood, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762425
Melbourne HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3142044
Merger Legacy Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1344746
Metro Knoxville HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2535623
Mississippi HMA Holdings I, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964464
Mississippi HMA Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964541
Moberly Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	43-1651906
Naples HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-4401957
Natchez Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	37-1756496
National Healthcare of Leesville, Inc.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	95-4066162
Navarro Hospital, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762428
Navarro Regional, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762429
NC-DSH, LLC	NV	4000 Meridian Blvd. Franklin, TN 37067	8062	88-0305790
Northampton Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2325498
Northwest Arkansas Hospitals, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5896848
Northwest Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762430
NOV Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8112009
NRH, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762431
Oak Hill Hospital Corporation	WV	4000 Meridian Blvd. Franklin, TN 37067	8062	27-0003893
Oro Valley Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2379881
Palmer-Wasilla Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762371
Pasco Regional Medical Center, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2832978
Pennsylvania Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	06-1694707
Phoenixville Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1055060
Poplar Bluff Regional Medical Center, LLC	MO	4000 Meridian Blvd. Franklin, TN 37067	8062	43-1238701
Port Charlotte HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1852902
Pottstown Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	06-1694708
Punta Gorda HMA, LLC (	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	65-0526360
QHG Georgia Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1344786



<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
QHG Georgia Holdings, Inc.	GA	4000 Meridian Blvd. Franklin, TN 37067	8062	58-2386459
QHG Georgia, LP	GA	4000 Meridian Blvd. Franklin, TN 37067	8062	58-2387537
QHG of Bluffton Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1792274
QHG of Clinton County, Inc.	IN	4000 Meridian Blvd. Franklin, TN 37067	8062	35-2006952
QHG of Enterprise, Inc.	AL	4000 Meridian Blvd. Franklin, TN 37067	8062	63-1159023
QHG of Forrest County, Inc.	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1704095
QHG of Fort Wayne Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	35-1946949
QHG of Hattiesburg, Inc.	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1704097
QHG of South Carolina, Inc.	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1587267
QHG of Spartanburg, Inc.	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	57-1040117
QHG of Springdale, Inc.	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1755664
Regional Hospital of Longview, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762464
River Oaks Hospital, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0626874
River Region Medical Corporation	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1576702
Rockledge HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3142075
ROH, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0780035
Roswell Hospital Corporation	NM	4000 Meridian Blvd. Franklin, TN 37067	8062	74-2870118
Ruston Hospital Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8066937
Ruston Louisiana Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8066999
SACMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762472
Salem Hospital Corporation	NJ	4000 Meridian Blvd. Franklin, TN 37067	8062	22-3838322
San Angelo Community Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762473
San Angelo Medical, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769697
Scranton Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-4577223
Scranton Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-4564798
Scranton Quincy Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2671991
Scranton Quincy Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2672023
Sebastian Hospital, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	65-0425888
Sebring Hospital Management Associates, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	59-2546390

<u>Exact Name of Additional Obligor</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Seminole HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	45-4164241
Sharon Pennsylvania Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-4257540
Sharon Pennsylvania Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	38-3920098
Shelbyville Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2909388
Siloam Springs Arkansas Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3635210
Siloam Springs Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3635188
Southeast HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964613
Southern Texas Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769737
Southwest Florida HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964696
Spokane Valley Washington Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1315140
Spokane Washington Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1315081
Statesville HMA, LLC	NC	4000 Meridian Blvd. Franklin, TN 37067	8062	56-2206788
Tennessee HMA Holdings, LP	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1750499
Tennyson Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3943816
Tomball Texas Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2784214
Tomball Texas Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2856063
Triad Healthcare, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2816101
Triad Holdings III, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2821745
Triad Holdings IV, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1766957
Triad Holdings V, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	51-0327978
Triad Nevada Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1639289
Triad of Alabama, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762412
Triad-ARMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-0496926
Triad-El Dorado, Inc.	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1628508
Triad-Navarro Regional Hospital Subsidiary, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1681610
Tullahoma HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0248018
Tunkhannock Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-4566015
Van Buren H.M.A., LLC	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	58-1725652
Venice HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1852812

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
VHC Medical, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769671
Vicksburg Healthcare, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1752111
Victoria Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1760818
Victoria of Texas, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1754940
Virginia Hospital Company, LLC	VA	4000 Meridian Blvd. Franklin, TN 37067	8062	02-0691406
Warren Ohio Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3190619
Warren Ohio Rehab Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3190578
Weatherford Hospital Corporation	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5694260
Weatherford Texas Hospital Company, LLC	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5694301
Webb Hospital Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0167530
Webb Hospital Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0167590
Wesley Health System LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2050792
West Grove Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	25-1892279
WHMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762551
Wilkes-Barre Behavioral Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3632720
Wilkes-Barre Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3632542
Wilkes-Barre Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3632648
Women & Children's Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762556
Woodland Heights Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762558
Woodward Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762418
Yakima HMA, LLC	WA	4000 Meridian Blvd. Franklin, TN 37067	8062	45-0506909
York Pennsylvania Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	32-0360922
York Pennsylvania Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-4082660
Youngstown Ohio Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3074094

**Item 1. General Information. Furnish the following information as to the trustee:**

**(a) Name and address of each examining or supervising authority to which it is subject.**

Federal Reserve Bank of Atlanta, 1000 Peachtree Street NE, Atlanta, Georgia 30309-4470  
Alabama State Banking Department, P.O. Box 4600, Montgomery, Alabama 36103-4600

**(b) Whether it is authorized to exercise corporate trust powers.**

The Trustee is authorized to exercise corporate trust powers.

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**Item 2. Affiliations with Obligor. If the obligor is an affiliate of the trustee, describe each such affiliation.**

None.

No responses are included for Items 3-15 of this Form T-1 because to the best of the Trustee's knowledge, the obligor is not in default as provided under Item 13.

**Item 16. List of Exhibits.**

- Exhibit 1.** Articles of Incorporation of the Trustee, attached as Exhibit 1.
- Exhibit 2.** Not applicable.
- Exhibit 3.** Authorization of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
- Exhibit 4.** Bylaws of the Trustee, attached as Exhibit 4
- Exhibit 5.** Not applicable.
- Exhibit 6.** The consent of the Trustee required by Section 321(b) of the Act, attached as Exhibit 6.
- Exhibit 7.** A copy of the latest report of condition of the Trustee published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.
- Exhibit 8.** Not applicable.
- Exhibit 9.** Not applicable.

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SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Regions Bank, an Alabama banking corporation, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Nashville and State of Tennessee on the 3<sup>rd</sup> day of March, 2017.

REGIONS BANK

By: /s/ Wallace Duke

Name: Wallace Duke

Title: Vice President

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**Exhibit 1 to Form T-1**

**ARTICLES OF INCORPORATION OF THE TRUSTEE**

STATE OF ALABAMA

I, Jim Bennett, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Related Articles filed on behalf of Regions Bank, as received and filed in the Office of the Secretary of State on 11/03/2014.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

11/17/2014

Date

20141117000007330

Jim Bennett

Secretary of State

RESTATED ARTICLES OF INCORPORATION

OF  
REGIONS BANK

Alabama  
Sec. Of State  
Entity Change D/C  
006-854  
Date 11/03/2014  
Time 17:00  
141107 7 PG  
File \$100.00  
Ackn \$ .00  
Exp \$ .00  
Total \$100.00  
02/053

1. The name of this corporation shall be Regions Bank.
2. The principal place of business shall be 1900 Fifth Avenue North, Birmingham, Alabama. The general business of Regions Bank (the "Bank") shall be conducted at its main office and its branches and other facilities.
3. The Bank shall have the following objects, purposes and powers:
  - a. To sue and be sued, complain and defend, in its corporate name.
  - b. To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.
  - c. To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated.
  - d. To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets, subject to the limitations hereinafter prescribed.
  - e. To lend money and use its credit to assist its employees.
  - f. To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district, or municipality or of any instrumentality thereof as may be permitted by law or appropriate regulations.
  - g. To make contracts, guarantees, and indemnity agreements and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage, pledge of, or creation of security interests in, all or any of its property, franchises, or income, or any interest therein, not inconsistent with the provisions of the Constitution of Alabama as the same may be amended from time to time.
  - h. To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.



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- i. To conduct its business, carry on its operations and have offices and exercise the powers granted by this Article, within or without the State of Alabama.
  - j. To elect or appoint and remove officers and agents of the Bank, and define their duties and fix their compensation.
  - k. To make and alter by its board of directors bylaws not inconsistent with its articles of incorporation or with the laws of this state for the administration and regulation of the affairs of the Bank.
  - l. To make donations for the public welfare or for charitable, scientific, or educational purposes.
  - m. To transact any lawful business which the board of directors shall find will be in aid of governmental policy.
  - n. To pay pensions and establish pension plans, pension trusts, profit sharing plans, stock bonus plans, stock option plans and other incentive plans for any or all of its directors, officers and employees.
  - o. To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust, or other enterprise.
  - p. To consolidate or merge, before or after the completion of its works or plants, in the manner herein provided, with any other foreign or domestic corporation or corporations engaged in the business of banking or trust companies doing a banking business subject to the limitations hereinafter prescribed.
  - q. To have and exercise all powers permitted by the laws of Alabama necessary or convenient to effect its purposes.
  - r. To discount bills, notes or other evidences of debt.
  - s. To receive and pay out deposits, with or without interest, pay checks, and impose charges for any services.
  - t. To receive on special deposit money, bullion or foreign coins or bonds or other securities.
  - u. To buy and sell foreign and domestic exchanges, gold and silver bullion or foreign coins, bonds, bills of exchange, notes and other negotiable paper.
  - v. To lend money on personal security or upon pledges of bonds, stocks or other negotiable securities.

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- w. To take and receive security by mortgage, security or otherwise on property, real and personal.
  - x. To become trustee for any purpose and be appointed and act as executor, administrator, guardian, receiver, or fiduciary.
  - y. To lease real and personal property upon specific request of a customer, provided it complies with any applicable Alabama laws regulating leasing real property or improvements thereon to others.
  - z. To perform computer, management and travel agency services for others.
  - aa. To subscribe to the capital stock and become a member of the federal reserve system and comply with rules and regulations thereof.
  - bb. To do business and exercise directly or through operating subsidiaries any powers incident to the business of banks.
4. The duration of the corporation shall be perpetual.
5. The Board of Directors is expressly authorized from time to time to fix the number of Directors which shall constitute the entire Board, subject to the following:
- a. The number of Directors constituting the entire Board shall be fixed from time to time by vote of a majority of the entire Board, provided, however, that the number of Directors shall not be reduced so as to shorten the term of any Director at the time in office, and provided further, shall not be less than three nor more than twenty-five (25). Each Director shall be the record owner of the requisite number of shares of common stock of the Bank's parent bank holding company fixed by the appropriate regulatory authorities.
  - b. Notwithstanding any other provisions of the Articles of Incorporation or the bylaws of the Bank (and notwithstanding the fact that some lesser percentage may be specified by law, these Restated Articles of Incorporation or the bylaws of the Bank), any Director or the entire Board of Directors of the Bank may be removed at any time, with or without cause by the affirmative vote of the holders of ninety percent (90%) or more of the outstanding shares of capital stock of the Bank entitled to vote generally in the election of directors (considered for this purpose as one class) cast at a meeting of the stockholders called for that purpose.

6. The aggregate number of shares of capital stock which the Bank shall have authority to issue is thirty thousand five hundred forty six (30,546) shares, which shall be common stock, par value five dollars (\$5.00) per share (the "Common Stock"). The Bank shall not issue fractional shares of stock, but shall pay in cash the fair value of fractions of a share as of the time when those otherwise entitled to receive such fractions are determined.
  - a. Shareholders shall not have pre-emptive rights to purchase shares of any class of capital stock of the Bank. The Bank, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders.
  - b. Authority is hereby expressly granted to the Board of Directors from time to time to issue any authorized but unissued shares of Common Stock for such consideration and on such terms as it may determine. Every share of Common Stock of the Bank shall have one vote at any meeting of the shareholders and may be voted by the shareholders of record either in person or by proxy.
  - c. In the event of any liquidation, dissolution, or winding up of the Bank or upon the distribution of the assets of the Bank, the assets of the Bank remaining after satisfaction of all obligations and liabilities shall be divided and distributed among the holders of the Common Stock ratably. Neither the merger or consolidation of the Bank with another corporation nor the sale or lease of all or substantially all of the assets of the Bank shall be deemed to be a liquidation, dissolution, or winding up of the Bank or a distribution of its assets.
  - d. The holders of Common Stock shall have the exclusive power to vote and shall have one vote in respect of each share of such stock held by them.
7. The Chief Executive Officer, Secretary, Board of Directors, or holder(s) of at least 90% of the issued and outstanding voting stock of the Bank may call a special meeting of shareholders at any time. Unless otherwise provided by the laws of Alabama, notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least ten days prior to the date of such meeting to each shareholder of record at his address as shown upon the stock transfer book of this Bank.
8. The Bank reserves the right to amend, alter, change or repeal any provision contained in these Restated Articles of Incorporation, in the manner now or hereafter provided by law, at any regular or special meeting of the shareholders, and all rights conferred upon officers, directors and shareholders of the Bank hereby are granted subject to this reservation.
9. The Bank shall indemnify its officers, directors, employees, and agents in accordance with the indemnification provisions set forth in the By-Laws, as may be amended from time to time, and in all cases in accordance with applicable laws and regulations.

Alabama  
Sec. Of State

Entity Change D/C  
006-854  
Date 11/03/2014  
Time 17:00  
141107 7 Pg

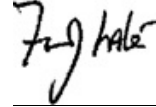
File	\$100.00
Ackn	\$.00
Exp	\$.00
Total	\$100.00

02/053

4.) This amendment to and restatement of the Articles of Incorporation was duly adopted by vote of the directors of the Bank pursuant to Section 10A-2-10.03 of the Alabama Business Corporation Law and was approved by the sole shareholder in accordance with Section 10A-2-10.03, by unanimous consent of the holder of 21,546 shares of common stock, constituting all of the shares of capital stock of the Bank outstanding, indisputably represented, and entitled to vote on the amendment. The date of adoption of the Restated Articles of Incorporation was October 16, 2014.

IN WITNESS WHEREOF, said Regions Bank has caused this certificate to be signed by Fournier J. Gale, III, its Senior Executive Vice President, General Counsel and Corporate Secretary, this 16th day of October, 2014.

REGIONS BANK



By: \_\_\_\_\_

Fournier J. Gale, III  
Senior Executive Vice President, General Counsel and  
Corporate Secretary

STATE OF ALABAMA

MONTGOMERY COUNTY

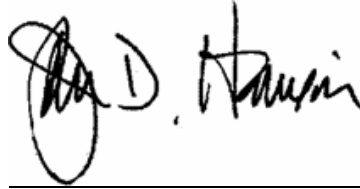
I, John D. Harrison, as Superintendent of Banks for the State of Alabama, do hereby certify that I have fully and duly examined the foregoing Articles of Amendment whereby the shareholders of Regions Bank, a banking corporation located at Birmingham, Alabama, proposes to Amend and Restate the Articles of Incorporation and also the Amendment to Article 9 of Regions Bank.

See attached Articles of Amendment to the Articles of Incorporation of Regions Bank.

Also see attached Amendment to Article 9 of Regions Bank.

I do hereby certify that said Amendment of the Articles of Incorporation appears to be in substantial conformity with the requirements of law and they are hereby approved. Upon the filing of the same, together with this Certificate of Approval, with the proper agency as required by law, the Restated Articles of Incorporation of said bank shall be effective.

Given under my hand and seal of office this the 27<sup>th</sup> day of October, 2014.



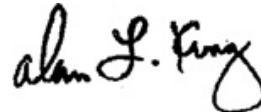
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John D. Harrison  
Superintendent of Banks

Jefferson County

I, the Undersigned, as Judge of Probate in and for said County, in said State, hereby certify that the foregoing is a full, true and correct copy of the instrument with the filing of same as appears of record in this office with vol 201417 page 22836

Given under my hand and official seal, this the 28 day of October, 2014.



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Judge of Probate



20141028000987210 7/7  
Bk: LR201417 Pg:22836  
Jefferson County, Alabama  
10/28/2014 02:58:14 PM PREST  
Fee - \$83.00

Total of Fees and Taxes-\$83.00  
LYNN

This instrument prepared by:

Legal Department  
Regions Bank  
1900 Fifth Avenue North, 22<sup>nd</sup> Floor Birmingham,  
Alabama 35203



2014102800987210 1/7  
Bk: LR201417 Pg: 22836  
Jefferson County, Alabama  
I certify this instrument filed on  
10/28/2014 02:58:14 PM PREST  
Judge of Probate- Alan L. King

**ARTICLES OF AMENDMENT TO  
ARTICLES OF INCORPORATION  
OF  
REGIONS BANK**

REGIONS BANK, a corporation organized and existing under the laws of the State of Alabama, hereby certifies as follows:

- 1.) The name of the corporation is Regions Bank.
- 2.) This restatement of the Articles of Incorporation restates and integrates the amendments to the Articles of Incorporation as previously filed and further amends the Articles of Incorporation by amending Article 9 of the Articles of Incorporation as previously filed.
- 3.) The text of the Restated Articles of Incorporation reads as herein set forth in full:

	Alabama
	Sec. Of State
Entity Change	D/C
005-054	11/03/2014
Date	17:00
Time	7 Pg
141107	
File	\$100.00
Ackn	\$ .00
Exp	\$ .00
Total	\$100.00
02/053	

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**Exhibit 3 to Form T-1**

**CERTIFICATE OF TRUST POWERS**



**Bob Riley**  
Governor

STATE OF ALABAMA  
STATE BANKING DEPARTMENT



**John D. Harrison**  
Superintendent of Banks

TO WHOM IT MAY CONCERN:

I hereby certify, as Superintendent of Banks of the State of Alabama, that Regions Bank, Birmingham, Alabama is a bank chartered by the State of Alabama and is duly authorized to exercise full trust powers. Regions Bank was authorized to exercise full service trust powers by the Alabama State Banking Department on September 1, 1958. At the time, Regions Bank was named Exchange-Security Bank. They have held full service trust powers ever since.

Witness my hand this the 25<sup>th</sup> day of March, 2008.

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John D. Harrison  
Superintendent of Banks

CENTER FOR COMMERCE • 401 ADAMS AVENUE • P.O. BOX 4600 • MONTGOMERY, AL 36103-4600  
TELEPHONE (334) 242-3452 • FAX (334) 242-3500 OR BUREAU OF LOANS (334) 353-5961



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Exhibit 4 to Form T-1

BY-LAWS OF THE TRUSTEE

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**BY-LAWS OF  
REGIONS BANK**

(As amended July 16, 2015)

**ARTICLE I. OFFICES**

**Section 1. Registered Office.**

The registered office of Regions Bank (the "Bank") shall be maintained at the office of the CSC Lawyers Incorporating Service, Inc., in the City of Montgomery, in the County of Montgomery, in the State of Alabama, or such other location as may be designated by the Board of Directors. CSC Lawyers Incorporating Service, Inc. shall be the registered agent of the Bank unless and until a successor registered agent is appointed by the Board of Directors.

**Section 2. Other Offices.**

The Bank may have other offices at such places as the Board of Directors may from time to time appoint or the business of the Bank may require.

**Section 3. Principal Place of Business.**

The principal place of business of the Bank shall be in Birmingham, Alabama.

**ARTICLE II. MEETINGS OF STOCKHOLDERS**

**Section 1. Annual Meeting.**

Annual meetings of stockholders for the election of members of the Board of Directors ("Directors") and for such other business as may be stated in the notice of the meeting, shall be held at such place, time and date as the Board of Directors, by resolution, shall determine.

**Section 2. Special Meetings.**

Special meetings of the stockholders for any purpose, other than the election of Directors, may be called at any time by the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Secretary or by resolution of the Directors. Special meetings of stockholders may be held at such time and place as shall be stated in the notice of the meeting.

**Section 3. Voting.**

The vote of a majority of the votes cast by the shares entitled to vote on any matter at a meeting of stockholders at which a quorum is present shall be the act of the stockholders on that matter, except as otherwise required by law or by the Articles of Incorporation of the Bank.

**Section 4. Quorum.**

At each meeting of stockholders, except where otherwise provided by applicable law, the Articles of Incorporation or these By-Laws, the holders of a majority of the outstanding shares of the Bank entitled to vote on a matter at the meeting, represented in person or by proxy, shall constitute a quorum. If less than

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a majority of the outstanding shares are represented, a majority of the shares so represented may adjourn the meeting from time to time without further notice, but until a quorum is secured no other business may be transacted. The stockholders present at a duly organized meeting may continue to transact business until an adjournment notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

### ARTICLE III. DIRECTORS

#### **Section 1. Number and Term.**

The number of Directors which shall constitute the whole Board of Directors shall be fixed, from time to time, by resolutions adopted by the Board of Directors, but shall not be less than three persons. The number of Directors shall not be reduced so as to shorten the term of any Director in office at the time.

Directors elected at each annual or special meeting shall hold office until the next annual meeting and until his or her successor shall have been elected and qualified, or until his or her earlier retirement, death, resignation or removal. Directors need not be residents of Alabama.

#### **Section 2. Chairman of the Board and Lead Independent Director.**

The Board of Directors shall by majority vote designate from time to time from among its members a Chairman of the Board of Directors. The Chairman of the Board of Directors shall preside at all meetings of the stockholders and of the Board of Directors. He or she shall have and perform such duties as prescribed by the By-Laws and by the Board of Directors. The position of Chairman of the Board of Directors is a Board position, provided however, the position of Chairman of the Board of Directors may be held by a person who is also an officer of the Bank.

In the absence of the Chairman of the Board of Directors or in the case he or she is unable to preside, the Lead Independent Director, if at the time a Director of the Bank has been designated by the Board of Directors as such, shall have and exercise all powers and duties of the Chairman of the Board of Directors and shall preside at all meetings of the Board of Directors. If at any Board of Directors meeting none of such persons is present or able to act, the Board of Directors shall select one of its members as acting chair of the meeting or any portion thereof.

#### **Section 3. Resignations.**

Any Director may resign at any time. All resignations shall be made in writing, and shall take effect at the time of receipt by the Chairman of the Board of Directors, Chief Executive Officer, the President or the Secretary or at such other time as may be specified therein. The acceptance of a resignation shall not be necessary to make it effective.

#### **Section 4. Vacancies.**

If the office of any Director becomes vacant, including by reason of resignation or removal, or the size of the Board of Directors is increased, the remaining Directors in office, even if less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy or new position, and such person shall hold office for the unexpired term and until his successor shall be duly chosen.

#### **Section 5. Removal.**

Any Director may be removed at any time, with or without cause, by the affirmative vote of the holders of a majority of the outstanding shares of capital stock of the Bank entitled to vote generally in the election of Directors considered as one class for this purpose, at any meeting of the stockholders called for that purpose.

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**Section 6. Powers.**

The business and affairs of the Bank shall be managed by or under the direction of the Board of Directors, except as may be otherwise provided by applicable law, the Articles of Incorporation of the Bank or pursuant to these By-Laws.

**Section 7. Meetings.**

Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by the Board of Directors.

Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, the Lead Independent Director, the Chief Executive Officer, the President or the Secretary on the written request of a majority of the Board of Directors on at least two days' notice to each Director and shall be held at such place or places as may be determined by the Board of Directors, or as shall be stated in the notice of such meeting.

Unless otherwise restricted by the Articles of Incorporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone, video, or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting. Notice of any special meeting of the Board of Directors need not be given personally, and may be given by United States mail, postage prepaid or by any form of electronic communication, and shall be deemed to have been given on the date such notice is transmitted by the Bank (which, if notice is mailed, shall be the date when such notice is deposited in the United States mail, postage prepaid, directed to the applicable Director at such Director's address as it appears on the records of the Bank).

**Section 8. Quorum; Vote Required for Action.**

A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Articles of Incorporation or these By-Laws shall require a vote of a greater number.

**Section 9. Compensation.**

Unless otherwise restricted by the Articles of Incorporation or these By-Laws, the Board of Directors shall have the authority to fix the compensation of Directors. Nothing herein contained shall be construed to preclude any Director from serving the Bank in any other capacity as an officer, agent or otherwise, and receiving compensation therefore.

**Section 10. Action Without Meeting.**

Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof, may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the Board of Directors, or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

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**Section 11. Committees.**

A majority of the Board of Directors shall have the authority to designate one or more committees, each committee to consist of one or more of the Directors of the Bank. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any committee of the Board of Directors, to the extent provided in the resolutions of the Board of Directors or in these By-Laws, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Bank and may authorize the seal of the Bank to be affixed to all papers which may require it, in each case to the fullest extent permitted by applicable law. In the absence or disqualification of any member of a committee from voting at any meeting of such committee, the remaining member or members thereof present at such meeting and not disqualified from voting, whether or not the remaining member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at such meeting in the place of any such absent or disqualified member.

**Section 12. Eligibility.**

No person shall be eligible to serve as Director of the Bank unless such person shall be the owner of shares of stock of the parent holding company of the number and held in the manner sufficient to meet the requirements of any applicable law or regulation in effect requiring the ownership of Directors' qualifying shares.

**Section 13. Directors Protected.**

Each Director shall in the performance of his or her duties be fully protected in relying in good faith upon reports made to the Directors by the officers of the Bank or by state or federal bank examiners or by any independent accountant or by any appraiser selected with reasonable care, or by counsel, or by a committee of the Board of Directors, or in relying in good faith upon other records or books of account of the Bank.

**ARTICLE IV. OFFICERS****Section 1. Officers, Elections, Terms.**

The officers of the Bank shall be a Chief Executive Officer; a President; one or more Regional or Local Presidents if the Board so determines; one or more vice presidents or directors, who may be designated Senior Executive Vice Presidents, Executive Vice Presidents, Executive Managing Directors, Senior Vice Presidents, Managing Directors, Vice Presidents, Directors, and Assistant Vice Presidents; a Secretary; one or more Assistant Secretaries; a Chief Financial Officer; a Controller; an Auditor; and such other officers as may be deemed appropriate. All of such officers shall be appointed annually by the Board of Directors to serve for a term of one year and until their respective successors are appointed and qualified or until such officer's earlier death, resignation, retirement, or removal, except that the Board of Directors may delegate the authority to appoint officers holding the position of Senior Executive Vice President and below in accordance with procedures established or modified by the Board from time to time. Those Officers who serve in the Trust Department shall be so designated by the word "Trust" in their title. None of the officers of the Bank need be Directors. More than one office may be held by the same person.

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**Section 2. Chief Executive Officer.**

The Board of Directors shall appoint a Chief Executive Officer of the Bank. The Chief Executive Officer is the most senior executive officer of the Bank, and shall be vested with authority to act for the Bank in all matters and shall have general supervision of the Bank and of its business affairs, including authority over the detailed operations of the Bank and over its personnel, with full power and authority during intervals between sessions of the Board of Directors to do and perform in the name of the Bank all acts and deeds necessary or proper, in his or her opinion, to be done and performed and to execute for and in the name of the Bank all instruments, agreements, and deeds which may be authorized to be executed in behalf of the Bank or which may be required by law. The Chief Executive Officer may, but need not, also hold the office of President.

**Section 3. President.**

The President shall, subject to the control of the Board of Directors and of any committee of the Board of Directors having authority in the premises, have, and may exercise the authority to act for the Bank in all ordinary matters and perform other such duties as directed by the By-Laws, the Board of Directors, or the Chief Executive Officer. Among the officers of the Bank, the President is subordinate to only the Chief Executive Officer and is senior to the other officers of the Bank. The authority of the President shall include authority over the detailed operations of the Bank and over its personnel with full power and authority during intervals between sessions of the Board of Directors to do and perform in the name of the Bank all acts and deeds necessary or proper, in his or her opinion, to be done and performed and to execute for and in the name of the Bank all instruments, agreements, and deeds which may be authorized to be executed in behalf of the Bank or which may be required by law.

**Section 4. Vice Presidents.**

The vice presidents or directors, who may be designated as Senior Executive Vice Presidents, Executive Vice Presidents, Executive Managing Directors, Senior Vice Presidents, Managing Directors, Vice Presidents, Directors, and Assistant Vice Presidents, shall, subject to the control of the Board of Directors, the Chief Executive Officer or the President, have and may exercise the authority vested in them in all proper matters, including authority over the detailed operations of the Bank and over its personnel.

**Section 5. Chief Financial Officer.**

The Chief Financial Officer or his or her designee shall have and perform such duties as are incident to the office of Chief Financial Officer and such other duties as may from time to time be assigned to him by the Board of Directors, the Chief Executive Officer, or the President.

**Section 6. Secretary and Assistant Secretary.**

The Secretary shall keep minutes of all meetings of the stockholders and the Board of Directors unless otherwise directed by either of those bodies. The Secretary, or in his absence, any Assistant Secretary, shall attend to the giving and serving of all notices of the Bank. The Secretary shall perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may from time to time be assigned by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, or the President.

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**Section 7. Controller.**

The Controller shall, under the direction of the Chief Executive Officer, the President, the Chief Financial Officer, or a more senior officer, have general supervision and authority over all reports required of the Bank by law or by any public body or officer or regulatory authority pertaining to the condition of the Bank and its assets and liabilities. The Controller shall have general supervision of the books and accounts of the Bank and its methods and systems of recording and keeping accounts of its business transactions and of its assets and liabilities. The Controller shall be responsible for preparing statements showing the financial condition of the Bank and shall furnish such reports and financial records as may be required of him or her by the Board of Directors or by the Chief Executive Officer, the President, the Chief Financial Officer, or other more senior officer.

**Section 8. Auditor.**

The Auditor's office may be filled by an employee of the Bank or his or her duties may be performed by an employee or committee of the parent company of the Bank. The Auditor shall have general supervision of the auditing of the books and accounts of the Bank, and shall continuously and from time to time check and verify the Bank's transactions, its assets and liabilities, and the accounts and doings of the officers, agents and employees of the Bank with respect thereto. The Auditor whether an employee of the Bank or of its parent shall be directly accountable to and under the jurisdiction of the Board of Directors and, if applicable, its designated committee, acting independently of all officers, agents and employees of the bank. The Auditor shall render reports covering matters in his or her charge regularly and upon request to the Board and, if applicable, its designated committee.

**Section 9. Other Officers and Agents.**

The Board of Directors may appoint such other officers and agents as it may deem advisable, such as General Counsel, who shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. The functions of a cashier of the Bank may be performed by the Controller or any other officer of the Bank whose area of responsibility includes the function to be performed.

**Section 10. Officer in Charge of Wealth Management.**

The officer in charge of Wealth Management shall be designated as such by the Board of Directors and shall exercise general supervision and management over the affairs of Private Wealth Management, Institutional Services, and Wealth Management Operations and Support, which groups are responsible for exercise of the Bank's trust powers. That officer is hereby empowered to appoint all necessary agents or attorneys; also to make, execute and acknowledge all checks, bonds, certificates, deeds, mortgages, notes, releases, leases, agreements, contracts, bills of sale, assignments, transfers, powers of attorney or of substitution, proxies to vote stock, or any other instrument in writing that may be necessary in the purchase, sale, mortgage, lease, assignment, transfer, management or handling, in any way of any property of any description held or controlled by the Bank in any fiduciary capacity. Said officer shall have such other duties and powers as shall be designated by the Board of Directors.

**Section 11. Other Officers in Private Wealth Management, Institutional Services, and Wealth Management Operations and Support.**

The officer in charge of Wealth Management shall appoint officers responsible for the activities of Private Wealth Management, Institutional Services, and Wealth Management Operations and Support. Various other officers as designated by the officers responsible for the activities of Private Wealth

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Management, Institutional Services, and Wealth Management Operations and Support are empowered and authorized to make, execute, and acknowledge all checks, bonds, certificates, deeds, mortgages, notes, releases, leases, agreements, contracts, bills of sale, assignments, transfers, powers of attorney or substitution, proxies to vote stock or any other instrument in writing that may be necessary to the purchase, sale, mortgage, lease, assignments, transfer, management or handling in any way, of any property of any description held or controlled by the Bank in any fiduciary capacity.

**Section 12. Removal and Retirement of Officers.**

At its pleasure, the Board of Directors may remove any officer from office at any time by a majority vote of the Board of Directors, provided however that the terms of any employment or compensation contract shall be honored according to its terms. An individual's status as an officer will terminate without the necessity of any other action or ratification immediately upon termination for any reason of the individual's employment by the Bank.

**ARTICLE V. MISCELLANEOUS**

**Section 1. Certificates of Stock.**

Certificates of stock of the Bank shall be signed by the President and the Secretary of the Bank, which signatures may be represented by a facsimile signature. The certificate may be sealed with the seal of the Bank or an engraved or printed facsimile thereof. The certificate represents the number of shares of stock registered in certificate form owned by such holder.

**Section 2. Lost Certificates.**

In case of the loss or destruction of any certificate of stock, the holder or owner of same shall give notice thereof to the Chief Executive Officer, the President, any Senior Executive Vice President, or the Secretary of the Bank and, if such holder or owner shall desire the issue of a new certificate in the place of the one lost or destroyed, he or she shall make affidavit of such loss or destruction and deliver the same to any one of said officers and accompany the same with a bond with surety satisfactory to the Bank to indemnify the Bank and save it harmless against any loss, cost or damage in case such certificate should thereafter be presented to the Bank, which affidavit and bond shall be, at the discretion of the deciding party listed in this Section 2, unless so ordered by a court having jurisdiction over the matter, approved or rejected by the Board of Directors or by the Chief Executive Officer or by the President or a Senior Executive Vice President before the issue of any new certificate.

**Section 3. Transfer of Shares.**

Title to a certificate and to the shares represented thereby can be transferred only by delivery of the certificate endorsed either in blank or to a specified person by the person appearing by the certificate to be the owner of the shares represented thereby, or by delivery of the certificate and a separate document containing a written assignment of the certificate or a power of attorney to sell, assign, or transfer the same or the shares represented thereby, signed by the person appearing by the certificate to be the owner of the shares represented thereby. Such assignment or power of attorney may be either in blank or to a specified person.

**Section 4. Fractional Shares.**

No fractional part of a share of stock shall be issued by the Bank.



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**Section 5. Stockholders Record Date.**

In order that the Bank may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

**Section 6. Dividends.**

Subject to the provisions of the Articles of Incorporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon the capital stock of the Bank as and when they deem expedient. Before declaring any dividend there may be set apart out of any fund of the Bank available for dividends, such sum or sums as the Directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Directors shall deem conducive to the interests of the Bank. No dividends shall be declared which exceed the amounts authorized by applicable laws and regulations or are otherwise contrary to law.

**Section 7. Seal.**

The Bank may have a corporate seal, which shall have the name of the Bank inscribed thereon and shall be in such form as proscribed by the Board of Directors from time to time. The seal may also include appropriate descriptors, such as the words: "An Alabama Banking Corporation". The Secretary of the Bank shall have custody of the seal and is authorized to affix the same to instruments, documents, and papers as required by law or as customary or appropriate in the Secretary's judgment and discretion. Without limiting the general authority of the Board of Directors of the Bank to name, appoint, remove, and define the duties of officers of the Bank, the Secretary is further authorized to cause reproductions of the seal to be made, distributed to, and used by officers and employees of the Bank whose duties and responsibilities involve the execution and delivery of instruments, documents, and papers bearing the seal of the Bank. In this regard, the Secretary is further authorized to establish, implement, interpret, and enforce policies and procedures governing the use of the seal and the authorization by the Secretary of officers and employees of the Bank to have custody of and to use the seal. Such policies and procedures may include (i) the right of the Secretary to appoint any Bank employee as an Assistant Secretary of the Bank, if such appointment would, in the Secretary's judgment, be convenient with respect to such employee's custody and use of a seal and/or (ii) the right of the Secretary to authorize Bank employees to have and use seals as delegates of the Secretary without appointing such employees as Assistant Secretaries of the Bank.

**Section 8. Fiscal Year.**

The fiscal year of the Bank shall be the calendar year.

**Section 9. Checks, Drafts, Transfers, etc.**

The Chief Executive Officer, the President, any Regional or Local President, any vice president or director, any Assistant Vice President, any Branch Manager or any other employee designated by the Board of Directors, is authorized and empowered on behalf of the Bank and in its name to sign and endorse checks and warrants, to draw drafts, to issue and sign cashier's checks, to guarantee signatures, to give receipts for money due and payable to the Bank, to sell, assign and transfer shares of capital stock, bonds, or other

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personal property or securities standing in the name of or held by the Bank, whether in its own right or in any fiduciary capacity, and to make or join in such consents, requests or commitments with respect to the same as may be appropriate or authorized as to the holder thereof, and to sign such other papers and do such other acts as are necessary in the performance of his or her duties. The authority conveyed to any employee designated by the Board of Directors may be limited by general or specific resolution of the Board of Directors.

**Section 10. Notice and Waiver of Notice.**

Whenever any notice whatever is required to be given under the provisions of any law or under the provisions of the Articles of Incorporation of the Bank or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of business at the meeting because the meeting is not lawfully called or convened.

**Section 11. Right of Indemnity.**

To the full extent provided for and in accordance with the Alabama Business Corporation Law, and specifically Section 10A-2-8.50 et seq. of the Code of Alabama (1975), or any statute amendatory or supplemental thereof (the "Corporation Law"), the Bank shall indemnify and hold harmless each Director or officer now or hereafter serving the Bank against any loss and reasonable expenses actually and necessarily incurred by him or her in connection with the defense of any claim, or any action, suit or proceeding against him or her or in which he or she is made a party, by reason of his or her being or having been a Director or officer of the Bank, or who, while a Director or officer of the Bank, is or was serving as at the Bank's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. Such right of indemnity shall not be deemed exclusive of any other rights to which such Director or officer may be entitled under any statute, article of incorporation, rule of law, other bylaw, agreement, vote of stockholders or directors, or otherwise. Nor shall anything herein contained restrict the right of the Bank to indemnify or reimburse any officer or Director in any proper case even though not specifically provided for herein.

Notwithstanding anything to the contrary, the Bank shall not make or agree to make any indemnification payment to a Director or officer or any other institution affiliated party (as such term is defined in 12 CFR §359.1) with respect to (i) any civil money penalty or judgment resulting from any administrative or civil action instituted by any federal banking agency, except in full compliance with 12 CFR Part 359, (ii) any assessment, order of restitution, penalty, or similar liability imposed under authority of the Alabama Banking Code, or (iii) any liability for violation of Section 10A-2-8.33 of the Corporation Law.

In advance of final disposition, the Bank may, but is not required to, pay for or reimburse the reasonable expenses incurred by a person who may become eligible for indemnification under this Article V, provided the conditions set forth in Section 10A-2-8.53 of the Corporation Law (and, if applicable, 12 CFR § 359.5) shall have been satisfied.

The Bank may purchase and maintain insurance on behalf of said Directors or officers against liability asserted against or incurred by a Director or officer acting in such capacity as described in these By-Laws. Such insurance coverage shall not be used to pay or reimburse a person for the cost of (i) any judgment or civil money penalty assessed against such person in an administrative proceeding or civil action commenced by any federal banking agency or (ii) any assessment or penalty imposed under authority of

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the Alabama Banking Code. Such insurance coverage may be used to pay any legal or professional expenses incurred in connection with such proceeding or action or the amount of any restitution to the Bank. Any insurance coverage of legal or professional expenses will be coordinated with the Bank's determination whether to advance expenses in advance of final disposition, taking into account the terms and conditions of the coverage and the requirements of Section 10A-2-8.53 of the Corporation Law.

**Section 12. Execution of Instruments and Documents.**

The Chief Executive Officer; the President; any Regional or Local President; any Senior Executive Vice President, Executive Vice President, Senior Vice President, or Vice President; or any officer holding the title of Executive Managing Director, Managing Director, or Director is authorized, in his or her discretion, to do and perform any and all corporate and official acts in carrying on the business of the Bank, including, but not limited to, the authority to make, execute, acknowledge, accept and deliver any and all deeds, mortgages, releases, bills of sale, assignments, transfers, leases (as lessor or lessee), powers of attorney or of substitution, servicing or sub-servicing agreements, vendor agreements, proxies to vote stock or any other instrument in writing that may be necessary in the purchase, sale, lease, assignment, transfer, discount, management or handling in any way of any property of any description held, controlled or used by Bank or to be held, controlled or used by Bank, either in its own or in its fiduciary capacity and including the authority from time to time to open bank accounts with the Bank or any other institution, to borrow money in such amounts for such lengths of time, at such rates of interest and upon such terms and conditions as any said officer may deem proper and to evidence the indebtedness thereby created by executing and delivering in the name of the Bank promissory notes or other appropriate evidences of indebtedness, and to guarantee the obligations of any subsidiary or affiliate of the Bank. The enumeration herein of particular powers shall not restrict in any way the general powers and authority of said officers.

By way of example and not limitation, such officers of the Bank are authorized to execute, accept, deliver and issue, on behalf of the Bank and as binding obligations of the Bank, such agreements and instruments as may be within the officer's area of responsibility, including, as applicable, agreements and related documents (such as schedules, confirmations, transfers, assignments, acknowledgments, and other documents) relating to derivative transactions, loan or letter of credit transactions, syndications, participations, trades, purchase and sale or discount transactions, transfers and assignments, servicing and sub-servicing agreements, vendor agreements, securitizations, and transactions of whatever kind or description arising in the conduct of the Bank's business.

The authority to execute and deliver documents, instruments and agreements may be limited by resolution of the Board of Directors, by a committee of the Board of Directors, by the Chief Executive Officer, or by the President, by reference to subject matter, category, amount, geographical location, or any other criteria, and may be made subject to such policies, procedures and levels of approval as may be adopted or amended from time to time.

**Section 13. Voting Bank's Securities.**

Unless otherwise ordered by the Board of Directors, the Chief Executive Officer, the President, any Executive Vice President or Executive Managing Director or above, the Controller, the Bank's General Counsel, and any other officer as may be designated by the Board of Directors shall have full power and authority on behalf of the Bank to attend, and to act and to vote, and to execute a proxy or proxies empowering others to attend, and to act and to vote, at any meetings of security holders of any of the corporations in which the Bank may hold securities and, at such meetings, such officer shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the owner thereof, the Bank might have possessed and exercised, if present.

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**Section 14. Bonds of Officers and Employees.**

The Board of Directors shall from time to time designate the officers and employees who shall be required to give bond and fix the amounts thereof.

**Section 15. Satisfaction of Loans.**

On payment of sums lent, for which security shall have been taken either by way of mortgage or other lien on real or personal property or by the pledge of collateral, whether said loans have been made from funds of the Bank or from funds held in fiduciary capacity, any officer of the Bank shall have the power and authority to enter the fact of payment or satisfaction on the margin of the record of any such security or in any other legal manner to cancel such indebtedness and to release said security, and the Chief Executive Officer or the President or any Regional or Local President or any vice president or director of the Bank shall have power and authority to execute a power of attorney authorizing the cancellation, release or satisfaction of any mortgage or other security given to the Bank in its corporate or fiduciary capacity, by such person as he or she may in his or her discretion appoint.

**Section 16. Emergencies.**

In the event of an emergency declared by the President of the United States or the person performing his or her functions, the officers and employees of this Bank will continue to conduct the affairs of the Bank under such guidance from the Directors as may be available except as to matters which by statute require specific approval of the Board of Directors and subject to conformance with any governmental directives or directives of the Federal Deposit Insurance Corporation during the emergency.

**ARTICLE VI. AMENDMENTS**

Except as otherwise provided herein or in the Articles of Incorporation of the Bank, these By-Laws may be amended or repealed by the affirmative vote of a majority of the Directors then holding office at any regular or special meeting of the Board of Directors, and the stockholders may make, alter or repeal any By-Laws, whether or not adopted by them.

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**Exhibit 6 to Form T-1**

**CONSENT**

In accordance with Section 321(b) of the Trust Indenture Act of 1939, Regions Bank hereby consents that reports of examination of Regions Bank by Federal, State, Territorial or District regulatory authorities may be furnished by such regulatory authorities to the Securities and Exchange Commission upon request therefor.

Dated: March 3, 2017

REGIONS BANK

By: /s/ Wallace Duke  
Wallace Duke  
Vice President

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**Exhibit 7 to Form T-1**

**[REPORT OF CONDITION FOR PERIOD ENDING December 31, 2016]**

**Schedule RC - Balance Sheet**

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Dollar amounts in thousands

1. Cash and balances due from depository Institutions (from Schedule RC-A):			1.
a. Noninterest-bearing balances and currency and coin <sup>1</sup>	RCFD0081	1,930,942	1.a.
b. Interest-bearing balances <sup>2</sup>	RCFD0071	3,581,119	1.b.
2. Securities:			2.
a. Held-to-maturity securities (from Schedule RC-B, column A)	RCFD1754	1,361,612	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)	RCFD1773	23,716,212	2.b.
3. Federal funds sold and securities purchased under agreements to resell:			3.
a. Federal funds sold in domestic offices	RCONB987	0	3.a.
b. Securities purchased under agreements to resell <sup>3</sup>	RCFDB989	15,000	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			4.
a. Loans and leases held for sale	RCFD5369	718,132	4.a.
b. Loans and leases, net of unearned income	RCFDB528	80,093,973	4.b.
c. LESS: Allowance for loan and lease losses	RCFD3123	1,090,815	4.c.
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	RCFDB529	79,003,158	4.d.
5. Trading assets (from Schedule RC-D)	RCFD3545	367,777	5.
6. Premises and fixed assets (including capitalized leases)	RCFD2145	1,945,006	6.
7. Other real estate owned (from Schedule RC-M)	RCFD2150	100,111	7.
8. Investments in unconsolidated subsidiaries and associated companies	RCFD2130	0	8.
9. Direct and indirect investments in real estate ventures	RCFD3656	0	9.
10. Intangible assets:			10.
a. Goodwill	RCFD3163	4,264,414	10.a.
b. Other intangible assets (from Schedule RC-M)	RCFD0426	528,351	10.b.
11. Other assets (from Schedule RC-F)	RCFD2160	7,508,187	11.
12. Total assets (sum of items 1 through 11)	RCFD2170	125,042,021	12.
13. Deposits:			13.
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, part I)	RCON2200	100,217,552	13.a.
1. Noninterest-bearing <sup>4</sup>	RCON6631	37,388,097	13.a.1.
2. Interest-bearing	RCON6636	62,629,455	13.a.2.
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, part II)	RCFN2200	186,095	13.b.
1. Noninterest-bearing	RCFN6631	0	13.b.1.
2. Interest-bearing	RCFN6636	186,095	13.b.2.
14. Federal funds purchased and securities sold under agreements to repurchase:			14.
a. Federal funds purchased in domestic offices <sup>5</sup>	RCONB993	0	14.a.
b. Securities sold under agreements to repurchase <sup>6</sup>	RCFDB995	0	14.b.
15. Trading liabilities (from Schedule RC-D)	RCFD3548	18,523	15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	RCFD3190	5,116,347	16.
17. Not applicable			17.
18. Not applicable			18.
19. Subordinated notes and debentures <sup>1</sup>	RCFD3200	1,144,265	19.
20. Other liabilities (from Schedule RC-G)	RCFD2930	2,263,401	20.

1. Includes cash items in process of collection and unposted debits.
2. Includes time certificates of deposit not held for trading.
3. Includes all securities resale agreements in domestic and foreign offices, regardless of maturity.
4. Includes noninterest-bearing demand, time, and savings deposits.
5. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
6. Includes all securities repurchase agreements in domestic and foreign offices, regardless of maturity.
1. Includes limited-life preferred stock and related surplus.

Dollar amounts in thousands

21. Total liabilities (sum of items 13 through 20)	RCFD2948	<b>108,946,183</b>	21.
22. Not applicable			22.
23. Perpetual preferred stock and related surplus	RCFD3838	<b>0</b>	23.
24. Common stock	RCFD3230	<b>103</b>	24.
25. Surplus (exclude all surplus related to preferred stock)	RCFD3839	<b>16,462,834</b>	25.
26. Not available			26.
a. Retained earnings	RCFD3632	<b>183,614</b>	26.a.
b. Accumulated other comprehensive income <sup>2</sup>	RCFDB530	<b>-550,713</b>	26.b.
c. Other equity capital components <sup>3</sup>	RCFDA130	<b>0</b>	26.c.
27. Not available			27.
a. Total bank equity capital (sum of items 23 through 26.c)	RCFD3210	<b>16,095,838</b>	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries	RCFD3000	<b>0</b>	27.b.
28. Total equity capital (sum of items 27.a and 27.b)	RCFDG105	<b>16,095,838</b>	28.
29. Total liabilities and equity capital (sum of items 21 and 28)	RCFD3300	<b>125,042,021</b>	29.

**Memoranda**

- |  |          |           |      |
|--|----------|-----------|------|
| 1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2016 | RCFD6724 | <b>NR</b> | M.1. |
| 2. Bank's fiscal year-end date   | RCON8678 | <b>NR</b> | M.2. |
2. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and accumulated defined benefit pension and other postretirement plan adjustments.
3. Includes treasury stock and unearned Employee Stock Ownership Plan shares.



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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM T-1**

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**STATEMENT OF ELIGIBILITY  
UNDER THE TRUST INDENTURE ACT OF 1939  
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE**

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- CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)**
- 

**REGIONS BANK**

(Exact name of trustee as specified in its charter)

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**An Alabama Banking Corporation**  
(Jurisdiction of incorporation)

**63-0371391**  
(I.R.S. Employer  
Identification No.)

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**Regions Bank**  
**Corporate Trust Department**  
**1901 6th Avenue North, 28th Floor**  
**Birmingham, Alabama 35203**  
(Address of principal executive offices)

**Wallace Duke**  
**Vice President**  
**Regions Bank, Corporate Trust Services**  
**150 Fourth Avenue North, Suite 900**  
**Nashville, Tennessee 37219**  
**(615) 770-4358**  
(Name, address and telephone number of agent for service)

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**CHS/Community Health Systems, Inc.**  
(Exact name of obligor as specified in its charter)

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**Delaware**  
(Jurisdiction of incorporation)

**76-0137985**  
(I.R.S. Employer  
Identification No.)

**4000 Meridian Boulevard**  
**Franklin, Tennessee 37067**  
**(615) 465-7000**  
(Address of principal executive offices)

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**Senior Debt Securities**  
(Title of the indenture securities)

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**Additional Obligor**

<u>Exact Name of Additional Obligor</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Community Health Systems, Inc.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	13-3893191
Abilene Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-0496920
Abilene Merger, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-0496918
Affinity Health Systems, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3391769
Affinity Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3391873
Amory HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3750001
Anniston HMA, LLC	AL	4000 Meridian Blvd. Franklin, TN 37067	8062	72-1346819
Berwick Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	23-2975836
Biloxi H.M.A., LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	59-2754033
Birmingham Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2784086
Birmingham Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3320362
Bluefield Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-2372042
Bluefield Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-2372291
Bluffton Health System LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1792272
Brandon HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0885458
Brevard HMA Holdings, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3137706
Brevard HMA Hospitals, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3141947
Brownwood Hospital, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762521
Brownwood Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762523
Bullhead City Hospital Corporation	AZ	4000 Meridian Blvd. Franklin, TN 37067	8062	86-0982071
Bullhead City Hospital Investment Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1577204
Campbell County HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528273
Carlisle HMA, LLC	PA	4000 Meridian Blvd. Franklin, TN 37067	8062	25-1887146
Carlsbad Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762526
Carolinas Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2227855
Carolinas JV Holdings General, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2227746
Carolinas JV Holdings, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2227809
Central Florida HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964329

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Central States HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964397
Chester HMA, LLC	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1231400
Chestnut Hill Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2295575
CHHS Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2189938
CHHS Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2295645
CHS Pennsylvania Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1639170
CHS Tennessee Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	32-0465057
CHS Virginia Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1639119
CHS Washington Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3272205
Citrus HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0195256
Clarksdale HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0869163
Clarksville Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-5498575
Clarksville Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3320418
Cleveland Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1587878
Cleveland Tennessee Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1281627
Clinton HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	37-1659366
Coatesville Hospital Corporation	PA	4000 Meridian Blvd. Franklin, TN 37067	8062	23-3069798
Cocke County HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528314
College Station Hospital, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762360
College Station Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762359
College Station Merger, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1771861
Community Health Investment Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	76-0152801
CP Hospital GP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3904557
CPLP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3904614
Crestwood Healthcare, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1647983
Crestwood Hospital LP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762369
Crestwood Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769644
CSMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762362
Deaconess Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	47-0890490

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Deaconess Hospital Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2401268
Desert Hospital Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8111921
Detar Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1754943
DHFW Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2817294
Dukes Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2379885
Dyersburg Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	42-1557536
Emporia Hospital Corporation	VA	4000 Meridian Blvd. Franklin, TN 37067	8062	54-1924866
Florida HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964255
Foley Hospital Corporation	AL	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1811413
Fort Smith HMA, LLC	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1013889
Frankfort Health Partner, Inc.	IN	4000 Meridian Blvd. Franklin, TN 37067	8062	35-2009540
Franklin Hospital Corporation	VA	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2200240
Gadsden Regional Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	63-1102774
Gaffney H.M.A., LLC	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	57-0859724
Granbury Hospital Corporation	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2682017
GRMC Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8112090
Hallmark Healthcare Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	63-0817574
Health Management Associates, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	61-0963645
Health Management Associates, LP	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1601497
Health Management General Partner I, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1721316
Health Management General Partner, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1690736
HMA Fentress County General Hospital, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	95-3974754
HMA Hospitals Holdings, LP	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964154
HMA Santa Rosa Medical Center, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	68-0045270
HMA Services GP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1707507
HMA-TRI Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	47-5203380
Hobbs Medco, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769641
Hospital Management Associates, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	35-1410796
Hospital Management Services of Florida, LP	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5917647

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Hospital of Morristown, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1528689
Jackson HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0907122
Jackson Hospital Corporation	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	42-1557525
Jefferson County HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528414
Jourdanton Hospital Corporation	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	74-3011840
Kay County Hospital Corporation	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	20-4052833
Kay County Oklahoma Hospital Company, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	20-4052936
Kennett HMA, LLC	MO	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0248087
Key West HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	65-0905661
Kirksville Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	36-4373298
Knoxville HMA Holdings, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528116
Lakeway Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1564360
Lancaster Hospital Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	57-1010381
Laredo Texas Hospital Company, L.P.	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0175530
Las Cruces Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2905434
Lea Regional Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1760149
Lebanon HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0248060
Longview Clinic Operations Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-1470252
Longview Medical Center, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762420
Longview Merger, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769639
LRH, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762421
Lutheran Health Network of Indiana, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762363
Madison HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	03-0400182
Marshall County HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	38-3862800
Martin Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	42-1557527
Mary Black Health System LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	57-1047528
Mayes County HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	61-1670947
MCSA, L.L.C.	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	71-0785071
Medical Center of Brownwood, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762425

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Melbourne HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3142044
Merger Legacy Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1344746
Metro Knoxville HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2535623
Mississippi HMA Holdings I, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964464
Mississippi HMA Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964541
Moberly Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	43-1651906
Naples HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-4401957
Natchez Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	37-1756496
National Healthcare of Leesville, Inc.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	95-4066162
Navarro Hospital, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762428
Navarro Regional, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762429
NC-DSH, LLC	NV	4000 Meridian Blvd. Franklin, TN 37067	8062	88-0305790
Northampton Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2325498
Northwest Arkansas Hospitals, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5896848
Northwest Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762430
NOV Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8112009
NRH, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762431
Oak Hill Hospital Corporation	WV	4000 Meridian Blvd. Franklin, TN 37067	8062	27-0003893
Oro Valley Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2379881
Palmer-Wasilla Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762371
Pasco Regional Medical Center, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2832978
Pennsylvania Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	06-1694707
Phoenixville Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1055060
Poplar Bluff Regional Medical Center, LLC	MO	4000 Meridian Blvd. Franklin, TN 37067	8062	43-1238701
Port Charlotte HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1852902
Pottstown Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	06-1694708
Punta Gorda HMA, LLC (	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	65-0526360
QHG Georgia Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1344786
QHG Georgia Holdings, Inc.	GA	4000 Meridian Blvd. Franklin, TN 37067	8062	58-2386459

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
QHG Georgia, LP	GA	4000 Meridian Blvd. Franklin, TN 37067	8062	58-2387537
QHG of Bluffton Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1792274
QHG of Clinton County, Inc.	IN	4000 Meridian Blvd. Franklin, TN 37067	8062	35-2006952
QHG of Enterprise, Inc.	AL	4000 Meridian Blvd. Franklin, TN 37067	8062	63-1159023
QHG of Forrest County, Inc.	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1704095
QHG of Fort Wayne Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	35-1946949
QHG of Hattiesburg, Inc.	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1704097
QHG of South Carolina, Inc.	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1587267
QHG of Spartanburg, Inc.	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	57-1040117
QHG of Springdale, Inc.	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1755664
Regional Hospital of Longview, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762464
River Oaks Hospital, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0626874
River Region Medical Corporation	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1576702
Rockledge HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3142075
ROH, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0780035
Roswell Hospital Corporation	NM	4000 Meridian Blvd. Franklin, TN 37067	8062	74-2870118
Ruston Hospital Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8066937
Ruston Louisiana Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8066999
SACMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762472
Salem Hospital Corporation	NJ	4000 Meridian Blvd. Franklin, TN 37067	8062	22-3838322
San Angelo Community Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762473
San Angelo Medical, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769697
Scranton Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-4577223
Scranton Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-4564798
Scranton Quincy Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2671991
Scranton Quincy Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2672023
Sebastian Hospital, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	65-0425888
Sebring Hospital Management Associates, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	59-2546390
Seminole HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	45-4164241



<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Sharon Pennsylvania Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-4257540
Sharon Pennsylvania Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	38-3920098
Shelbyville Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2909388
Siloam Springs Arkansas Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3635210
Siloam Springs Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3635188
Southeast HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964613
Southern Texas Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769737
Southwest Florida HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964696
Spokane Valley Washington Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1315140
Spokane Washington Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1315081
Statesville HMA, LLC	NC	4000 Meridian Blvd. Franklin, TN 37067	8062	56-2206788
Tennessee HMA Holdings, LP	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1750499
Tennyson Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3943816
Tomball Texas Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2784214
Tomball Texas Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2856063
Triad Healthcare, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2816101
Triad Holdings III, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2821745
Triad Holdings IV, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1766957
Triad Holdings V, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	51-0327978
Triad Nevada Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1639289
Triad of Alabama, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762412
Triad-ARMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-0496926
Triad-El Dorado, Inc.	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1628508
Triad-Navarro Regional Hospital Subsidiary, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1681610
Tullahoma HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0248018
Tunkhannock Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-4566015
Van Buren H.M.A., LLC	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	58-1725652
Venice HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1852812
VHC Medical, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769671

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Vicksburg Healthcare, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1752111
Victoria Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1760818
Victoria of Texas, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1754940
Virginia Hospital Company, LLC	VA	4000 Meridian Blvd. Franklin, TN 37067	8062	02-0691406
Warren Ohio Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3190619
Warren Ohio Rehab Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3190578
Weatherford Hospital Corporation	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5694260
Weatherford Texas Hospital Company, LLC	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5694301
Webb Hospital Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0167530
Webb Hospital Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0167590
Wesley Health System LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2050792
West Grove Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	25-1892279
WHMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762551
Wilkes-Barre Behavioral Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3632720
Wilkes-Barre Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3632542
Wilkes-Barre Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3632648
Women & Children's Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762556
Woodland Heights Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762558
Woodward Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762418
Yakima HMA, LLC	WA	4000 Meridian Blvd. Franklin, TN 37067	8062	45-0506909
York Pennsylvania Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	32-0360922
York Pennsylvania Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-4082660
Youngstown Ohio Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3074094

**Item 1. General Information. Furnish the following information as to the trustee:**

**(a) Name and address of each examining or supervising authority to which it is subject.**

Federal Reserve Bank of Atlanta, 1000 Peachtree Street NE, Atlanta, Georgia 30309-4470  
Alabama State Banking Department, P.O. Box 4600, Montgomery, Alabama 36103-4600

**(b) Whether it is authorized to exercise corporate trust powers.**

The Trustee is authorized to exercise corporate trust powers.

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**Item 2. Affiliations with Obligor. If the obligor is an affiliate of the trustee, describe each such affiliation.**

None.

No responses are included for Items 3-15 of this Form T-1 because to the best of the Trustee's knowledge, the obligor is not in default as provided under Item 13.

**Item 16. List of Exhibits.**

- Exhibit 1.** Articles of Incorporation of the Trustee, attached as Exhibit 1.
- Exhibit 2.** Not applicable.
- Exhibit 3.** Authorization of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
- Exhibit 4.** Bylaws of the Trustee, attached as Exhibit 4
- Exhibit 5.** Not applicable.
- Exhibit 6.** The consent of the Trustee required by Section 321(b) of the Act, attached as Exhibit 6.
- Exhibit 7.** A copy of the latest report of condition of the Trustee published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.
- Exhibit 8.** Not applicable.
- Exhibit 9.** Not applicable.

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SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Regions Bank, an Alabama banking corporation, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Nashville and State of Tennessee on the 3<sup>rd</sup> day of March, 2017.

REGIONS BANK

By: /s/ Wallace Duke

Name: Wallace Duke

Title: Vice President

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**Exhibit 1 to Form T-1**

**ARTICLES OF INCORPORATION OF THE TRUSTEE**

STATE OF ALABAMA

I, Jim Bennett, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Related Articles filed on behalf of Regions Bank, as received and filed in the Office of the Secretary of State on 11/03/2014.



20141117000007330

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

11/17/2014

Date

\_\_\_\_\_

Jim Bennett

Secretary of State

RESTATED ARTICLES OF INCORPORATION

OF

REGIONS BANK

Alabama  
Sec. Of State  
Entity Change D/C  
006-854  
Date 11/03/2014  
Time 17:00  
141107 7 Pg  
File \$100.00  
Achm \$.00  
Exp \$.00  
Total \$100.00  
02/053

1. The name of this corporation shall be Regions Bank.
2. The principal place of business shall be 1900 Fifth Avenue North, Birmingham, Alabama. The general business of Regions Bank (the "Bank") shall be conducted at its main office and its branches and other facilities.
3. The Bank shall have the following objects, purposes and powers:
  - a. To sue and be sued, complain and defend, in its corporate name.
  - b. To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.
  - c. To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated.
  - d. To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets, subject to the limitations hereinafter prescribed.
  - e. To lend money and use its credit to assist its employees.
  - f. To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district, or municipality or of any instrumentality thereof as may be permitted by law or appropriate regulations.
  - g. To make contracts, guarantees, and indemnity agreements and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage, pledge of, or creation of security interests in, all or any of its property, franchises, or income, or any interest therein, not inconsistent with the provisions of the Constitution of Alabama as the same may be amended from time to time.
  - h. To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

- 
- i. To conduct its business, carry on its operations and have offices and exercise the powers granted by this Article, within or without the State of Alabama.
  - j. To elect or appoint and remove officers and agents of the Bank, and define their duties and fix their compensation.
  - k. To make and alter by its board of directors bylaws not inconsistent with its articles of incorporation or with the laws of this state for the administration and regulation of the affairs of the Bank.
  - l. To make donations for the public welfare or for charitable, scientific, or educational purposes.
  - m. To transact any lawful business which the board of directors shall find will be in aid of governmental policy.
  - n. To pay pensions and establish pension plans, pension trusts, profit sharing plans, stock bonus plans, stock option plans and other incentive plans for any or all of its directors, officers and employees.
  - o. To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust, or other enterprise.
  - p. To consolidate or merge, before or after the completion of its works or plants, in the manner herein provided, with any other foreign or domestic corporation or corporations engaged in the business of banking or trust companies doing a banking business subject to the limitations hereinafter prescribed.
  - q. To have and exercise all powers permitted by the laws of Alabama necessary or convenient to effect its purposes.
  - r. To discount bills, notes or other evidences of debt.
  - s. To receive and pay out deposits, with or without interest, pay checks, and impose charges for any services.
  - t. To receive on special deposit money, bullion or foreign coins or bonds or other securities.
  - u. To buy and sell foreign and domestic exchanges, gold and silver bullion or foreign coins, bonds, bills of exchange, notes and other negotiable paper.
  - v. To lend money on personal security or upon pledges of bonds, stocks or other negotiable securities.



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- w. To take and receive security by mortgage, security or otherwise on property, real and personal.
  - x. To become trustee for any purpose and be appointed and act as executor, administrator, guardian, receiver, or fiduciary.
  - y. To lease real and personal property upon specific request of a customer, provided it complies with any applicable Alabama laws regulating leasing real property or improvements thereon to others.
  - z. To perform computer, management and travel agency services for others.
  - aa. To subscribe to the capital stock and become a member of the federal reserve system and comply with rules and regulations thereof.
  - bb. To do business and exercise directly or through operating subsidiaries any powers incident to the business of banks.
4. The duration of the corporation shall be perpetual.
5. The Board of Directors is expressly authorized from time to time to fix the number of Directors which shall constitute the entire Board, subject to the following:
- a. The number of Directors constituting the entire Board shall be fixed from time to time by vote of a majority of the entire Board, provided, however, that the number of Directors shall not be reduced so as to shorten the term of any Director at the time in office, and provided further, shall not be less than three nor more than twenty-five (25). Each Director shall be the record owner of the requisite number of shares of common stock of the Bank's parent bank holding company fixed by the appropriate regulatory authorities.
  - b. Notwithstanding any other provisions of the Articles of Incorporation or the bylaws of the Bank (and notwithstanding the fact that some lesser percentage may be specified by law, these Restated Articles of Incorporation or the bylaws of the Bank), any Director or the entire Board of Directors of the Bank may be removed at any time, with or without cause by the affirmative vote of the holders of ninety percent (90%) or more of the outstanding shares of capital stock of the Bank entitled to vote generally in the election of directors (considered for this purpose as one class) cast at a meeting of the stockholders called for that purpose.
6. The aggregate number of shares of capital stock which the Bank shall have authority to issue is thirty thousand five hundred forty six (30,546) shares, which shall be common stock, par value five dollars (\$5.00) per share (the "Common Stock"). The Bank shall not issue fractional shares of stock, but shall pay in cash the fair value of fractions of a share as of the time when those otherwise entitled to receive such fractions are determined.

- a. Shareholders shall not have pre-emptive rights to purchase shares of any class of capital stock of the Bank. The Bank, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders.
  - b. Authority is hereby expressly granted to the Board of Directors from time to time to issue any authorized but unissued shares of Common Stock for such consideration and on such terms as it may determine. Every share of Common Stock of the Bank shall have one vote at any meeting of the shareholders and may be voted by the shareholders of record either in person or by proxy.
  - c. In the event of any liquidation, dissolution, or winding up of the Bank or upon the distribution of the assets of the Bank, the assets of the Bank remaining after satisfaction of all obligations and liabilities shall be divided and distributed among the holders of the Common Stock ratably. Neither the merger or consolidation of the Bank with another corporation nor the sale or lease of all or substantially all of the assets of the Bank shall be deemed to be a liquidation, dissolution, or winding up of the Bank or a distribution of its assets.
  - d. The holders of Common Stock shall have the exclusive power to vote and shall have one vote in respect of each share of such stock held by them.
7. The Chief Executive Officer, Secretary, Board of Directors, or holder(s) of at least 90% of the issued and outstanding voting stock of the Bank may call a special meeting of shareholders at any time. Unless otherwise provided by the laws of Alabama, notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least ten days prior to the date of such meeting to each shareholder of record at his address as shown upon the stock transfer book of this Bank.
  8. The Bank reserves the right to amend, alter, change or repeal any provision contained in these Restated Articles of Incorporation, in the manner now or hereafter provided by law, at any regular or special meeting of the shareholders, and all rights conferred upon officers, directors and shareholders of the Bank hereby are granted subject to this reservation.
  9. The Bank shall indemnify its officers, directors, employees, and agents in accordance with the indemnification provisions set forth in the By-Laws, as may be amended from time to time, and in all cases in accordance with applicable laws and regulations.

Alabama  
Sec. Of State

Entity Change D/C  
006-854  
Date 11/03/2014  
Time 17:00  
141107 7 Pg

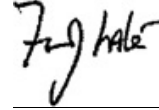
File \$100.00  
Ackn \$ .00  
Exp \$ .00

Total \$100.00  
02/053

4.) This amendment to and restatement of the Articles of Incorporation was duly adopted by vote of the directors of the Bank pursuant to Section 10A-2-10.03 of the Alabama Business Corporation Law and was approved by the sole shareholder in accordance with Section 10A-2-10.03, by unanimous consent of the holder of 21,546 shares of common stock, constituting all of the shares of capital stock of the Bank outstanding, indisputably represented, and entitled to vote on the amendment. The date of adoption of the Restated Articles of Incorporation was October 16, 2014.

IN WITNESS WHEREOF, said Regions Bank has caused this certificate to be signed by Fournier J. Gale, III, its Senior Executive Vice President, General Counsel and Corporate Secretary, this 16th day of October, 2014.

REGIONS BANK



By: \_\_\_\_\_

Fournier J. Gale, III  
Senior Executive Vice President, General  
Counsel and Corporate Secretary

STATE OF ALABAMA

MONTGOMERY COUNTY

I, John D. Harrison, as Superintendent of Banks for the State of Alabama, do hereby certify that I have fully and duly examined the foregoing Articles of Amendment whereby the shareholders of Regions Bank, a banking corporation located at Birmingham, Alabama, proposes to Amend and Restate the Articles of Incorporation and also the Amendment to Article 9 of Regions Bank.

See attached Articles of Amendment to the Articles of Incorporation of Regions Bank.

Also see attached Amendment to Article 9 of Regions Bank.

I do hereby certify that said Amendment of the Articles of Incorporation appears to be in substantial conformity with the requirements of law and they are hereby approved. Upon the filing of the same, together with this Certificate of Approval, with the proper agency as required by law, the Restated Articles of Incorporation of said bank shall be effective.

Given under my hand and seal of office this the 27<sup>th</sup> day of October, 2014.



20141028000987210 1/7  
Bk: LR201417 Pg:22836  
Jefferson County, Alabama  
10/28/2014 02:58:14 PM PREST  
Fee - \$63.00

Total of Fees and Taxes-\$63.00  
LYNN

A handwritten signature in black ink, appearing to read "John D. Harrison".

John D. Harrison  
Superintendent of Banks

Jefferson County

I, the Undersigned, as Judge of Probate in and for said County, in said State, hereby certify that the foregoing is a full, true and correct copy of the instrument with the filing of same as appears of record in this office in vol 201417 page 22836

Given under my hand and official seal, this the 28 day of October, 2014.

A handwritten signature in black ink, appearing to read "Alan L. King".

Judge of Probate

This instrument prepared by:

Legal Department  
Regions Bank  
1900 Fifth Avenue North, 22<sup>nd</sup> Floor  
Birmingham, Alabama 35203



2014102800987210 1/7  
Bk: LR201417 Pg:22836  
Jefferson County, Alabama  
I certify this instrument filed on:  
10/28/2014 02:58:14 PM PREST  
Judge of Probate- Alan L. King

**ARTICLES OF AMENDMENT TO  
ARTICLES OF INCORPORATION  
OF  
REGIONS BANK**

REGIONS BANK, a corporation organized and existing under the laws of the State of Alabama, hereby certifies as follows:

- 1.) The name of the corporation is Regions Bank.
- 2.) This restatement of the Articles of Incorporation restates and integrates the amendments to the Articles of Incorporation as previously filed and further amends the Articles of Incorporation by amending Article 9 of the Articles of Incorporation as previously filed.
- 3.) The text of the Restated Articles of Incorporation reads as herein set forth in full:

Alabama	Entity Change	D/C
Sec. Of State	006-854	
	Date	11/03/2014
	Time	17:00
	141107	7 Pg
File	\$100.00	
AcKn	\$ .00	
Exp	\$ .00	
Total	\$100.00	
02/053		

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**Exhibit 3 to Form T-1**

**CERTIFICATE OF TRUST POWERS**



**Bob Riley**  
Governor

STATE OF ALABAMA  
STATE BANKING DEPARTMENT



**John D. Harrison**  
Superintendent of Banks

TO WHOM IT MAY CONCERN:

I hereby certify, as Superintendent of Banks of the State of Alabama, that Regions Bank, Birmingham, Alabama is a bank chartered by the State of Alabama and is duly authorized to exercise full trust powers. Regions Bank was authorized to exercise full service trust powers by the Alabama State Banking Department on September 1, 1958. At the time, Regions Bank was named Exchange-Security Bank. They have held full service trust powers ever since.

Witness my hand this the 25<sup>th</sup> day of March, 2008.

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John D. Harrison  
Superintendent of Banks

CENTER FOR COMMERCE • 401 ADAMS AVENUE • P.O. BOX 4600 • MONTGOMERY, AL 36103-4600  
TELEPHONE (334) 242-3452 • FAX (334) 242-3500 OR BUREAU OF LOANS (334) 353-5961

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**Exhibit 4 to Form T-1**

**BY-LAWS OF THE TRUSTEE**



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**BY-LAWS OF  
REGIONS BANK**

(As amended July 16, 2015)

**ARTICLE I. OFFICES**

**Section 1. Registered Office.**

The registered office of Regions Bank (the "Bank") shall be maintained at the office of the CSC Lawyers Incorporating Service, Inc., in the City of Montgomery, in the County of Montgomery, in the State of Alabama, or such other location as may be designated by the Board of Directors. CSC Lawyers Incorporating Service, Inc. shall be the registered agent of the Bank unless and until a successor registered agent is appointed by the Board of Directors.

**Section 2. Other Offices.**

The Bank may have other offices at such places as the Board of Directors may from time to time appoint or the business of the Bank may require.

**Section 3. Principal Place of Business.**

The principal place of business of the Bank shall be in Birmingham, Alabama.

**ARTICLE II. MEETINGS OF STOCKHOLDERS**

**Section 1. Annual Meeting.**

Annual meetings of stockholders for the election of members of the Board of Directors ("Directors") and for such other business as may be stated in the notice of the meeting, shall be held at such place, time and date as the Board of Directors, by resolution, shall determine.

**Section 2. Special Meetings.**

Special meetings of the stockholders for any purpose, other than the election of Directors, may be called at any time by the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Secretary or by resolution of the Directors. Special meetings of stockholders may be held at such time and place as shall be stated in the notice of the meeting.

**Section 3. Voting.**

The vote of a majority of the votes cast by the shares entitled to vote on any matter at a meeting of stockholders at which a quorum is present shall be the act of the stockholders on that matter, except as otherwise required by law or by the Articles of Incorporation of the Bank.

**Section 4. Quorum.**

At each meeting of stockholders, except where otherwise provided by applicable law, the Articles of Incorporation or these By-Laws, the holders of a majority of the outstanding shares of the Bank entitled to vote on a matter at the meeting, represented in person or by proxy, shall constitute a quorum. If less than

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a majority of the outstanding shares are represented, a majority of the shares so represented may adjourn the meeting from time to time without further notice, but until a quorum is secured no other business may be transacted. The stockholders present at a duly organized meeting may continue to transact business until an adjournment notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

### ARTICLE III. DIRECTORS

#### **Section 1. Number and Term.**

The number of Directors which shall constitute the whole Board of Directors shall be fixed, from time to time, by resolutions adopted by the Board of Directors, but shall not be less than three persons. The number of Directors shall not be reduced so as to shorten the term of any Director in office at the time.

Directors elected at each annual or special meeting shall hold office until the next annual meeting and until his or her successor shall have been elected and qualified, or until his or her earlier retirement, death, resignation or removal. Directors need not be residents of Alabama.

#### **Section 2. Chairman of the Board and Lead Independent Director.**

The Board of Directors shall by majority vote designate from time to time from among its members a Chairman of the Board of Directors. The Chairman of the Board of Directors shall preside at all meetings of the stockholders and of the Board of Directors. He or she shall have and perform such duties as prescribed by the By-Laws and by the Board of Directors. The position of Chairman of the Board of Directors is a Board position, provided however, the position of Chairman of the Board of Directors may be held by a person who is also an officer of the Bank.

In the absence of the Chairman of the Board of Directors or in the case he or she is unable to preside, the Lead Independent Director, if at the time a Director of the Bank has been designated by the Board of Directors as such, shall have and exercise all powers and duties of the Chairman of the Board of Directors and shall preside at all meetings of the Board of Directors. If at any Board of Directors meeting none of such persons is present or able to act, the Board of Directors shall select one of its members as acting chair of the meeting or any portion thereof.

#### **Section 3. Resignations.**

Any Director may resign at any time. All resignations shall be made in writing, and shall take effect at the time of receipt by the Chairman of the Board of Directors, Chief Executive Officer, the President or the Secretary or at such other time as may be specified therein. The acceptance of a resignation shall not be necessary to make it effective.

#### **Section 4. Vacancies.**

If the office of any Director becomes vacant, including by reason of resignation or removal, or the size of the Board of Directors is increased, the remaining Directors in office, even if less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy or new position, and such person shall hold office for the unexpired term and until his successor shall be duly chosen.

#### **Section 5. Removal.**

Any Director may be removed at any time, with or without cause, by the affirmative vote of the holders of a majority of the outstanding shares of capital stock of the Bank entitled to vote generally in the election of Directors considered as one class for this purpose, at any meeting of the stockholders called for that purpose.

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**Section 6. Powers.**

The business and affairs of the Bank shall be managed by or under the direction of the Board of Directors, except as may be otherwise provided by applicable law, the Articles of Incorporation of the Bank or pursuant to these By-Laws.

**Section 7. Meetings.**

Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by the Board of Directors.

Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, the Lead Independent Director, the Chief Executive Officer, the President or the Secretary on the written request of a majority of the Board of Directors on at least two days' notice to each Director and shall be held at such place or places as may be determined by the Board of Directors, or as shall be stated in the notice of such meeting.

Unless otherwise restricted by the Articles of Incorporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone, video, or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting. Notice of any special meeting of the Board of Directors need not be given personally, and may be given by United States mail, postage prepaid or by any form of electronic communication, and shall be deemed to have been given on the date such notice is transmitted by the Bank (which, if notice is mailed, shall be the date when such notice is deposited in the United States mail, postage prepaid, directed to the applicable Director at such Director's address as it appears on the records of the Bank).

**Section 8. Quorum; Vote Required for Action.**

A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Articles of Incorporation or these By-Laws shall require a vote of a greater number.

**Section 9. Compensation.**

Unless otherwise restricted by the Articles of Incorporation or these By-Laws, the Board of Directors shall have the authority to fix the compensation of Directors. Nothing herein contained shall be construed to preclude any Director from serving the Bank in any other capacity as an officer, agent or otherwise, and receiving compensation therefore.

**Section 10. Action Without Meeting.**

Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof, may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the Board of Directors, or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

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**Section 11. Committees.**

A majority of the Board of Directors shall have the authority to designate one or more committees, each committee to consist of one or more of the Directors of the Bank. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any committee of the Board of Directors, to the extent provided in the resolutions of the Board of Directors or in these By-Laws, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Bank and may authorize the seal of the Bank to be affixed to all papers which may require it, in each case to the fullest extent permitted by applicable law. In the absence or disqualification of any member of a committee from voting at any meeting of such committee, the remaining member or members thereof present at such meeting and not disqualified from voting, whether or not the remaining member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at such meeting in the place of any such absent or disqualified member.

**Section 12. Eligibility.**

No person shall be eligible to serve as Director of the Bank unless such person shall be the owner of shares of stock of the parent holding company of the number and held in the manner sufficient to meet the requirements of any applicable law or regulation in effect requiring the ownership of Directors' qualifying shares.

**Section 13. Directors Protected.**

Each Director shall in the performance of his or her duties be fully protected in relying in good faith upon reports made to the Directors by the officers of the Bank or by state or federal bank examiners or by any independent accountant or by any appraiser selected with reasonable care, or by counsel, or by a committee of the Board of Directors, or in relying in good faith upon other records or books of account of the Bank.

**ARTICLE IV. OFFICERS**

**Section 1. Officers, Elections, Terms.**

The officers of the Bank shall be a Chief Executive Officer; a President; one or more Regional or Local Presidents if the Board so determines; one or more vice presidents or directors, who may be designated Senior Executive Vice Presidents, Executive Vice Presidents, Executive Managing Directors, Senior Vice Presidents, Managing Directors, Vice Presidents, Directors, and Assistant Vice Presidents; a Secretary; one or more Assistant Secretaries; a Chief Financial Officer; a Controller; an Auditor; and such other officers as may be deemed appropriate. All of such officers shall be appointed annually by the Board of Directors to serve for a term of one year and until their respective successors are appointed and qualified or until such officer's earlier death, resignation, retirement, or removal, except that the Board of Directors may delegate the authority to appoint officers holding the position of Senior Executive Vice President and below in accordance with procedures established or modified by the Board from time to time. Those Officers who serve in the Trust Department shall be so designated by the word "Trust" in their title. None of the officers of the Bank need be Directors. More than one office may be held by the same person.

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**Section 2. Chief Executive Officer.**

The Board of Directors shall appoint a Chief Executive Officer of the Bank. The Chief Executive Officer is the most senior executive officer of the Bank, and shall be vested with authority to act for the Bank in all matters and shall have general supervision of the Bank and of its business affairs, including authority over the detailed operations of the Bank and over its personnel, with full power and authority during intervals between sessions of the Board of Directors to do and perform in the name of the Bank all acts and deeds necessary or proper, in his or her opinion, to be done and performed and to execute for and in the name of the Bank all instruments, agreements, and deeds which may be authorized to be executed in behalf of the Bank or which may be required by law. The Chief Executive Officer may, but need not, also hold the office of President.

**Section 3. President.**

The President shall, subject to the control of the Board of Directors and of any committee of the Board of Directors having authority in the premises, have, and may exercise the authority to act for the Bank in all ordinary matters and perform other such duties as directed by the By-Laws, the Board of Directors, or the Chief Executive Officer. Among the officers of the Bank, the President is subordinate to only the Chief Executive Officer and is senior to the other officers of the Bank. The authority of the President shall include authority over the detailed operations of the Bank and over its personnel with full power and authority during intervals between sessions of the Board of Directors to do and perform in the name of the Bank all acts and deeds necessary or proper, in his or her opinion, to be done and performed and to execute for and in the name of the Bank all instruments, agreements, and deeds which may be authorized to be executed in behalf of the Bank or which may be required by law.

**Section 4. Vice Presidents.**

The vice presidents or directors, who may be designated as Senior Executive Vice Presidents, Executive Vice Presidents, Executive Managing Directors, Senior Vice Presidents, Managing Directors, Vice Presidents, Directors, and Assistant Vice Presidents, shall, subject to the control of the Board of Directors, the Chief Executive Officer or the President, have and may exercise the authority vested in them in all proper matters, including authority over the detailed operations of the Bank and over its personnel.

**Section 5. Chief Financial Officer.**

The Chief Financial Officer or his or her designee shall have and perform such duties as are incident to the office of Chief Financial Officer and such other duties as may from time to time be assigned to him by the Board of Directors, the Chief Executive Officer, or the President.

**Section 6. Secretary and Assistant Secretary.**

The Secretary shall keep minutes of all meetings of the stockholders and the Board of Directors unless otherwise directed by either of those bodies. The Secretary, or in his absence, any Assistant Secretary, shall attend to the giving and serving of all notices of the Bank. The Secretary shall perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may from time to time be assigned by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, or the President.

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**Section 7. Controller.**

The Controller shall, under the direction of the Chief Executive Officer, the President, the Chief Financial Officer, or a more senior officer, have general supervision and authority over all reports required of the Bank by law or by any public body or officer or regulatory authority pertaining to the condition of the Bank and its assets and liabilities. The Controller shall have general supervision of the books and accounts of the Bank and its methods and systems of recording and keeping accounts of its business transactions and of its assets and liabilities. The Controller shall be responsible for preparing statements showing the financial condition of the Bank and shall furnish such reports and financial records as may be required of him or her by the Board of Directors or by the Chief Executive Officer, the President, the Chief Financial Officer, or other more senior officer.

**Section 8. Auditor.**

The Auditor's office may be filled by an employee of the Bank or his or her duties may be performed by an employee or committee of the parent company of the Bank. The Auditor shall have general supervision of the auditing of the books and accounts of the Bank, and shall continuously and from time to time check and verify the Bank's transactions, its assets and liabilities, and the accounts and doings of the officers, agents and employees of the Bank with respect thereto. The Auditor whether an employee of the Bank or of its parent shall be directly accountable to and under the jurisdiction of the Board of Directors and, if applicable, its designated committee, acting independently of all officers, agents and employees of the bank. The Auditor shall render reports covering matters in his or her charge regularly and upon request to the Board and, if applicable, its designated committee.

**Section 9. Other Officers and Agents.**

The Board of Directors may appoint such other officers and agents as it may deem advisable, such as General Counsel, who shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. The functions of a cashier of the Bank may be performed by the Controller or any other officer of the Bank whose area of responsibility includes the function to be performed.

**Section 10. Officer in Charge of Wealth Management.**

The officer in charge of Wealth Management shall be designated as such by the Board of Directors and shall exercise general supervision and management over the affairs of Private Wealth Management, Institutional Services, and Wealth Management Operations and Support, which groups are responsible for exercise of the Bank's trust powers. That officer is hereby empowered to appoint all necessary agents or attorneys; also to make, execute and acknowledge all checks, bonds, certificates, deeds, mortgages, notes, releases, leases, agreements, contracts, bills of sale, assignments, transfers, powers of attorney or of substitution, proxies to vote stock, or any other instrument in writing that may be necessary in the purchase, sale, mortgage, lease, assignment, transfer, management or handling, in any way of any property of any description held or controlled by the Bank in any fiduciary capacity. Said officer shall have such other duties and powers as shall be designated by the Board of Directors.

**Section 11. Other Officers in Private Wealth Management, Institutional Services, and Wealth Management Operations and Support.**

The officer in charge of Wealth Management shall appoint officers responsible for the activities of Private Wealth Management, Institutional Services, and Wealth Management Operations and Support. Various other officers as designated by the officers responsible for the activities of Private Wealth

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Management, Institutional Services, and Wealth Management Operations and Support are empowered and authorized to make, execute, and acknowledge all checks, bonds, certificates, deeds, mortgages, notes, releases, leases, agreements, contracts, bills of sale, assignments, transfers, powers of attorney or substitution, proxies to vote stock or any other instrument in writing that may be necessary to the purchase, sale, mortgage, lease, assignments, transfer, management or handling in any way, of any property of any description held or controlled by the Bank in any fiduciary capacity.

**Section 12. Removal and Retirement of Officers.**

At its pleasure, the Board of Directors may remove any officer from office at any time by a majority vote of the Board of Directors, provided however that the terms of any employment or compensation contract shall be honored according to its terms. An individual's status as an officer will terminate without the necessity of any other action or ratification immediately upon termination for any reason of the individual's employment by the Bank.

**ARTICLE V. MISCELLANEOUS**

**Section 1. Certificates of Stock.**

Certificates of stock of the Bank shall be signed by the President and the Secretary of the Bank, which signatures may be represented by a facsimile signature. The certificate may be sealed with the seal of the Bank or an engraved or printed facsimile thereof. The certificate represents the number of shares of stock registered in certificate form owned by such holder.

**Section 2. Lost Certificates.**

In case of the loss or destruction of any certificate of stock, the holder or owner of same shall give notice thereof to the Chief Executive Officer, the President, any Senior Executive Vice President, or the Secretary of the Bank and, if such holder or owner shall desire the issue of a new certificate in the place of the one lost or destroyed, he or she shall make affidavit of such loss or destruction and deliver the same to any one of said officers and accompany the same with a bond with surety satisfactory to the Bank to indemnify the Bank and save it harmless against any loss, cost or damage in case such certificate should thereafter be presented to the Bank, which affidavit and bond shall be, at the discretion of the deciding party listed in this Section 2, unless so ordered by a court having jurisdiction over the matter, approved or rejected by the Board of Directors or by the Chief Executive Officer or by the President or a Senior Executive Vice President before the issue of any new certificate.

**Section 3. Transfer of Shares.**

Title to a certificate and to the shares represented thereby can be transferred only by delivery of the certificate endorsed either in blank or to a specified person by the person appearing by the certificate to be the owner of the shares represented thereby, or by delivery of the certificate and a separate document containing a written assignment of the certificate or a power of attorney to sell, assign, or transfer the same or the shares represented thereby, signed by the person appearing by the certificate to be the owner of the shares represented thereby. Such assignment or power of attorney may be either in blank or to a specified person.

**Section 4. Fractional Shares.**

No fractional part of a share of stock shall be issued by the Bank.

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**Section 5. Stockholders Record Date.**

In order that the Bank may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

**Section 6. Dividends.**

Subject to the provisions of the Articles of Incorporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon the capital stock of the Bank as and when they deem expedient. Before declaring any dividend there may be set apart out of any fund of the Bank available for dividends, such sum or sums as the Directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Directors shall deem conducive to the interests of the Bank. No dividends shall be declared which exceed the amounts authorized by applicable laws and regulations or are otherwise contrary to law.

**Section 7. Seal.**

The Bank may have a corporate seal, which shall have the name of the Bank inscribed thereon and shall be in such form as proscribed by the Board of Directors from time to time. The seal may also include appropriate descriptors, such as the words: "An Alabama Banking Corporation". The Secretary of the Bank shall have custody of the seal and is authorized to affix the same to instruments, documents, and papers as required by law or as customary or appropriate in the Secretary's judgment and discretion. Without limiting the general authority of the Board of Directors of the Bank to name, appoint, remove, and define the duties of officers of the Bank, the Secretary is further authorized to cause reproductions of the seal to be made, distributed to, and used by officers and employees of the Bank whose duties and responsibilities involve the execution and delivery of instruments, documents, and papers bearing the seal of the Bank. In this regard, the Secretary is further authorized to establish, implement, interpret, and enforce policies and procedures governing the use of the seal and the authorization by the Secretary of officers and employees of the Bank to have custody of and to use the seal. Such policies and procedures may include (i) the right of the Secretary to appoint any Bank employee as an Assistant Secretary of the Bank, if such appointment would, in the Secretary's judgment, be convenient with respect to such employee's custody and use of a seal and/or (ii) the right of the Secretary to authorize Bank employees to have and use seals as delegates of the Secretary without appointing such employees as Assistant Secretaries of the Bank.

**Section 8. Fiscal Year.**

The fiscal year of the Bank shall be the calendar year.

**Section 9. Checks, Drafts, Transfers, etc.**

The Chief Executive Officer, the President, any Regional or Local President, any vice president or director, any Assistant Vice President, any Branch Manager or any other employee designated by the Board of Directors, is authorized and empowered on behalf of the Bank and in its name to sign and endorse checks and warrants, to draw drafts, to issue and sign cashier's checks, to guarantee signatures, to give receipts for money due and payable to the Bank, to sell, assign and transfer shares of capital stock, bonds, or other



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personal property or securities standing in the name of or held by the Bank, whether in its own right or in any fiduciary capacity, and to make or join in such consents, requests or commitments with respect to the same as may be appropriate or authorized as to the holder thereof, and to sign such other papers and do such other acts as are necessary in the performance of his or her duties. The authority conveyed to any employee designated by the Board of Directors may be limited by general or specific resolution of the Board of Directors.

**Section 10. Notice and Waiver of Notice.**

Whenever any notice whatever is required to be given under the provisions of any law or under the provisions of the Articles of Incorporation of the Bank or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of business at the meeting because the meeting is not lawfully called or convened.

**Section 11. Right of Indemnity.**

To the full extent provided for and in accordance with the Alabama Business Corporation Law, and specifically Section 10A-2-8.50 et seq. of the Code of Alabama (1975), or any statute amendatory or supplemental thereof (the "Corporation Law"), the Bank shall indemnify and hold harmless each Director or officer now or hereafter serving the Bank against any loss and reasonable expenses actually and necessarily incurred by him or her in connection with the defense of any claim, or any action, suit or proceeding against him or her or in which he or she is made a party, by reason of his or her being or having been a Director or officer of the Bank, or who, while a Director or officer of the Bank, is or was serving as at the Bank's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. Such right of indemnity shall not be deemed exclusive of any other rights to which such Director or officer may be entitled under any statute, article of incorporation, rule of law, other bylaw, agreement, vote of stockholders or directors, or otherwise. Nor shall anything herein contained restrict the right of the Bank to indemnify or reimburse any officer or Director in any proper case even though not specifically provided for herein.

Notwithstanding anything to the contrary, the Bank shall not make or agree to make any indemnification payment to a Director or officer or any other institution affiliated party (as such term is defined in 12 CFR §359.1) with respect to (i) any civil money penalty or judgment resulting from any administrative or civil action instituted by any federal banking agency, except in full compliance with 12 CFR Part 359, (ii) any assessment, order of restitution, penalty, or similar liability imposed under authority of the Alabama Banking Code, or (iii) any liability for violation of Section 10A-2-8.33 of the Corporation Law.

In advance of final disposition, the Bank may, but is not required to, pay for or reimburse the reasonable expenses incurred by a person who may become eligible for indemnification under this Article V, provided the conditions set forth in Section 10A-2-8.53 of the Corporation Law (and, if applicable, 12 CFR § 359.5) shall have been satisfied.

The Bank may purchase and maintain insurance on behalf of said Directors or officers against liability asserted against or incurred by a Director or officer acting in such capacity as described in these By-Laws. Such insurance coverage shall not be used to pay or reimburse a person for the cost of (i) any judgment or civil money penalty assessed against such person in an administrative proceeding or civil action commenced by any federal banking agency or (ii) any assessment or penalty imposed under authority of

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the Alabama Banking Code. Such insurance coverage may be used to pay any legal or professional expenses incurred in connection with such proceeding or action or the amount of any restitution to the Bank. Any insurance coverage of legal or professional expenses will be coordinated with the Bank's determination whether to advance expenses in advance of final disposition, taking into account the terms and conditions of the coverage and the requirements of Section 10A-2-8.53 of the Corporation Law.

**Section 12. Execution of Instruments and Documents.**

The Chief Executive Officer; the President; any Regional or Local President; any Senior Executive Vice President, Executive Vice President, Senior Vice President, or Vice President; or any officer holding the title of Executive Managing Director, Managing Director, or Director is authorized, in his or her discretion, to do and perform any and all corporate and official acts in carrying on the business of the Bank, including, but not limited to, the authority to make, execute, acknowledge, accept and deliver any and all deeds, mortgages, releases, bills of sale, assignments, transfers, leases (as lessor or lessee), powers of attorney or of substitution, servicing or sub-servicing agreements, vendor agreements, proxies to vote stock or any other instrument in writing that may be necessary in the purchase, sale, lease, assignment, transfer, discount, management or handling in any way of any property of any description held, controlled or used by Bank or to be held, controlled or used by Bank, either in its own or in its fiduciary capacity and including the authority from time to time to open bank accounts with the Bank or any other institution, to borrow money in such amounts for such lengths of time, at such rates of interest and upon such terms and conditions as any said officer may deem proper and to evidence the indebtedness thereby created by executing and delivering in the name of the Bank promissory notes or other appropriate evidences of indebtedness, and to guarantee the obligations of any subsidiary or affiliate of the Bank. The enumeration herein of particular powers shall not restrict in any way the general powers and authority of said officers.

By way of example and not limitation, such officers of the Bank are authorized to execute, accept, deliver and issue, on behalf of the Bank and as binding obligations of the Bank, such agreements and instruments as may be within the officer's area of responsibility, including, as applicable, agreements and related documents (such as schedules, confirmations, transfers, assignments, acknowledgments, and other documents) relating to derivative transactions, loan or letter of credit transactions, syndications, participations, trades, purchase and sale or discount transactions, transfers and assignments, servicing and sub-servicing agreements, vendor agreements, securitizations, and transactions of whatever kind or description arising in the conduct of the Bank's business.

The authority to execute and deliver documents, instruments and agreements may be limited by resolution of the Board of Directors, by a committee of the Board of Directors, by the Chief Executive Officer, or by the President, by reference to subject matter, category, amount, geographical location, or any other criteria, and may be made subject to such policies, procedures and levels of approval as may be adopted or amended from time to time.

**Section 13. Voting Bank's Securities.**

Unless otherwise ordered by the Board of Directors, the Chief Executive Officer, the President, any Executive Vice President or Executive Managing Director or above, the Controller, the Bank's General Counsel, and any other officer as may be designated by the Board of Directors shall have full power and authority on behalf of the Bank to attend, and to act and to vote, and to execute a proxy or proxies empowering others to attend, and to act and to vote, at any meetings of security holders of any of the corporations in which the Bank may hold securities and, at such meetings, such officer shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the owner thereof, the Bank might have possessed and exercised, if present.

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**Section 14. Bonds of Officers and Employees.**

The Board of Directors shall from time to time designate the officers and employees who shall be required to give bond and fix the amounts thereof.

**Section 15. Satisfaction of Loans.**

On payment of sums lent, for which security shall have been taken either by way of mortgage or other lien on real or personal property or by the pledge of collateral, whether said loans have been made from funds of the Bank or from funds held in fiduciary capacity, any officer of the Bank shall have the power and authority to enter the fact of payment or satisfaction on the margin of the record of any such security or in any other legal manner to cancel such indebtedness and to release said security, and the Chief Executive Officer or the President or any Regional or Local President or any vice president or director of the Bank shall have power and authority to execute a power of attorney authorizing the cancellation, release or satisfaction of any mortgage or other security given to the Bank in its corporate or fiduciary capacity, by such person as he or she may in his or her discretion appoint.

**Section 16. Emergencies.**

In the event of an emergency declared by the President of the United States or the person performing his or her functions, the officers and employees of this Bank will continue to conduct the affairs of the Bank under such guidance from the Directors as may be available except as to matters which by statute require specific approval of the Board of Directors and subject to conformance with any governmental directives or directives of the Federal Deposit Insurance Corporation during the emergency.

**ARTICLE VI. AMENDMENTS**

Except as otherwise provided herein or in the Articles of Incorporation of the Bank, these By-Laws may be amended or repealed by the affirmative vote of a majority of the Directors then holding office at any regular or special meeting of the Board of Directors, and the stockholders may make, alter or repeal any By-Laws, whether or not adopted by them.

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**Exhibit 6 to Form T-1**

**CONSENT**

In accordance with Section 321(b) of the Trust Indenture Act of 1939, Regions Bank hereby consents that reports of examination of Regions Bank by Federal, State, Territorial or District regulatory authorities may be furnished by such regulatory authorities to the Securities and Exchange Commission upon request therefor.

Dated: March 3, 2017

REGIONS BANK

By: /s/ Wallace Duke  
Wallace Duke  
Vice President

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**Exhibit 7 to Form T-1**

**[REPORT OF CONDITION FOR PERIOD ENDING December 31, 2016]**

**Schedule RC - Balance Sheet**

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Dollar amounts in thousands

1. Cash and balances due from depository Institutions (from Schedule RC-A):			1.
a. Noninterest-bearing balances and currency and coin <sup>1</sup>	RCFD0081	1,930,942	1.a.
b. Interest-bearing balances <sup>2</sup>	RCFD0071	3,581,119	1.b.
2. Securities:			2.
a. Held-to-maturity securities (from Schedule RC-B, column A)	RCFD1754	1,361,612	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)	RCFD1773	23,716,212	2.b.
3. Federal funds sold and securities purchased under agreements to resell:			3.
a. Federal funds sold in domestic offices	RCONB987	0	3.a.
b. Securities purchased under agreements to resell <sup>3</sup>	RCFDB989	15,000	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			4.
a. Loans and leases held for sale	RCFD5369	718,132	4.a.
b. Loans and leases, net of unearned income	RCFDB528	80,093,973	4.b.
c. LESS: Allowance for loan and lease losses	RCFD3123	1,090,815	4.c.
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	RCFDB529	79,003,158	4.d.
5. Trading assets (from Schedule RC-D)	RCFD3545	367,777	5.
6. Premises and fixed assets (including capitalized leases)	RCFD2145	1,945,006	6.
7. Other real estate owned (from Schedule RC-M)	RCFD2150	100,111	7.
8. Investments in unconsolidated subsidiaries and associated companies	RCFD2130	0	8.
9. Direct and indirect investments in real estate ventures	RCFD3656	0	9.
10. Intangible assets:			10.
a. Goodwill	RCFD3163	4,264,414	10.a.
b. Other Intangible assets (from Schedule RC-M)	RCFD0426	528,351	10.b.
11. Other assets (from Schedule RC-F)	RCFD2160	7,508,187	11.
12. Total assets (sum of items 1 through 11)	RCFD2170	125,042,021	12.
13. Deposits:			13.
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, part I)	RCON2200	100,217,552	13.a.
1. Noninterest-bearing <sup>4</sup>	RCON6631	37,388,097	13.a.1.
2. Interest-bearing	RCON6636	62,629,455	13.a.2.
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, part II)	RCFN2200	186,095	13.b.
1. Noninterest-bearing	RCFN6631	0	13.b.1.
2. Interest-bearing	RCFN6636	186,095	13.b.2.
14. Federal funds purchased and securities sold under agreements to repurchase:			14.
a. Federal funds purchased in domestic offices <sup>5</sup>	RCONB993	0	14.a.
b. Securities sold under agreements to repurchase <sup>6</sup>	RCFDB995	0	14.b.
15. Trading liabilities (from Schedule RC-D)	RCFD3548	18,523	15.
16. Other borrowed money (includes mortgage Indebtedness and obligations under capitalized leases) (from Schedule RC-M)	RCFD3190	5,116,347	16.
17. Not applicable			17.
18. Not applicable			18.
19. Subordinated notes and debentures <sup>1</sup>	RCFD3200	1,144,265	19.
20. Other liabilities (from Schedule RC-G)	RCFD2930	2,263,401	20.

1. Includes cash items in process of collection and unposted debits.
2. Includes time certificates of deposit not held for trading.
3. Includes all securities resale agreements in domestic and foreign offices, regardless of maturity.
4. Includes noninterest-bearing demand, time, and savings deposits.
5. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
6. Includes all securities repurchase agreements in domestic and foreign offices, regardless of maturity.
1. Includes limited-life preferred stock and related surplus.

Dollar amounts in thousands

21. Total liabilities (sum of items 13 through 20)	RCFD2948	<b>108,946,183</b>	21.
22. Not applicable			22.
23. Perpetual preferred stock and related surplus	RCFD3838	<b>0</b>	23.
24. Common stock	RCFD3230	<b>103</b>	24.
25. Surplus (exclude all surplus related to preferred stock)	RCFD3839	<b>16,462,834</b>	25.
26. Not available			26.
a. Retained earnings	RCFD3632	<b>183,614</b>	26.a.
b. Accumulated other comprehensive Income <sup>2</sup>	RCFDB530	<b>-550,713</b>	26.b.
c. Other equity capital components <sup>3</sup>	RCFDA130	<b>0</b>	26.c.
27. Not available			27.
a. Total bank equity capital (sum of Items 23 through 26.c)	RCFD3210	<b>16,095,838</b>	27.a.
b. Noncontrolling (minority) Interests in consolidated subsidiaries	RCFD3000	<b>0</b>	27.b.
28. Total equity capital (sum of Items 27.a and 27.b)	RCFDG105	<b>16,095,838</b>	28.
29. Total liabilities and equity capital (sum of items 21 and 28)	RCFD3300	<b>125,042,021</b>	29.

**Memoranda**

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2016	RCFD6724	<b>NR</b>	M.1.
2. Bank's fiscal year-end date	RCON8678	<b>NR</b>	M.2.

2. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and accumulated defined benefit pension and other postretirement plan adjustments.

3. Includes treasury stock and unearned Employee Stock Ownership Plan shares.

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM T-1**

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**STATEMENT OF ELIGIBILITY  
UNDER THE TRUST INDENTURE ACT OF 1939  
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE**

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- CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)**
- 

**REGIONS BANK**

(Exact name of trustee as specified in its charter)

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**An Alabama Banking Corporation**  
(Jurisdiction of incorporation)

**63-0371391**  
(I.R.S. Employer  
Identification No.)

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**Regions Bank**  
**Corporate Trust Department**  
**1901 6th Avenue North, 28th Floor**  
**Birmingham, Alabama 35203**  
(Address of principal executive offices)

**Wallace Duke**  
**Vice President**  
**Regions Bank, Corporate Trust Services**  
**150 Fourth Avenue North, Suite 900**  
**Nashville, Tennessee 37219**  
**(615) 770-4358**  
(Name, address and telephone number of agent for service)

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**CHS/Community Health Systems, Inc.**  
(Exact name of obligor as specified in its charter)

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**Delaware**  
(Jurisdiction of incorporation)

**76-0137985**  
(I.R.S. Employer  
Identification No.)

**4000 Meridian Boulevard**  
**Franklin, Tennessee 37067**  
**(615) 465-7000**  
(Address of principal executive offices)

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**Subordinated Debt Securities**  
(Title of the indenture securities)

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**Additional Obligor**

<u>Exact Name of Additional Obligor</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Community Health Systems, Inc.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	13-3893191
Abilene Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-0496920
Abilene Merger, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-0496918
Affinity Health Systems, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3391769
Affinity Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3391873
Amory HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3750001
Anniston HMA, LLC	AL	4000 Meridian Blvd. Franklin, TN 37067	8062	72-1346819
Berwick Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	23-2975836
Biloxi H.M.A., LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	59-2754033
Birmingham Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2784086
Birmingham Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3320362
Bluefield Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-2372042
Bluefield Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-2372291
Bluffton Health System LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1792272
Brandon HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0885458
Brevard HMA Holdings, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3137706
Brevard HMA Hospitals, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3141947
Brownwood Hospital, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762521
Brownwood Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762523
Bullhead City Hospital Corporation	AZ	4000 Meridian Blvd. Franklin, TN 37067	8062	86-0982071
Bullhead City Hospital Investment Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1577204
Campbell County HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528273
Carlisle HMA, LLC	PA	4000 Meridian Blvd. Franklin, TN 37067	8062	25-1887146
Carlsbad Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762526
Carolinas Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2227855
Carolinas JV Holdings General, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2227746
Carolinas JV Holdings, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2227809
Central Florida HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964329

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Central States HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964397
Chester HMA, LLC	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1231400
Chestnut Hill Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2295575
CHHS Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2189938
CHHS Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2295645
CHS Pennsylvania Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1639170
CHS Tennessee Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	32-0465057
CHS Virginia Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1639119
CHS Washington Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3272205
Citrus HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0195256
Clarksdale HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0869163
Clarksville Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-5498575
Clarksville Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3320418
Cleveland Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1587878
Cleveland Tennessee Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1281627
Clinton HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	37-1659366
Coatesville Hospital Corporation	PA	4000 Meridian Blvd. Franklin, TN 37067	8062	23-3069798
Cocke County HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528314
College Station Hospital, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762360
College Station Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762359
College Station Merger, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1771861
Community Health Investment Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	76-0152801
CP Hospital GP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3904557
CPLP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3904614
Crestwood Healthcare, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1647983
Crestwood Hospital LP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762369
Crestwood Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769644
CSMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762362
Deaconess Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	47-0890490

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Deaconess Hospital Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2401268
Desert Hospital Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8111921
Detar Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1754943
DHFW Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-2817294
Dukes Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2379885
Dyersburg Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	42-1557536
Emporia Hospital Corporation	VA	4000 Meridian Blvd. Franklin, TN 37067	8062	54-1924866
Florida HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964255
Foley Hospital Corporation	AL	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1811413
Fort Smith HMA, LLC	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1013889
Frankfort Health Partner, Inc.	IN	4000 Meridian Blvd. Franklin, TN 37067	8062	35-2009540
Franklin Hospital Corporation	VA	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2200240
Gadsden Regional Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	63-1102774
Gaffney H.M.A., LLC	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	57-0859724
Granbury Hospital Corporation	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2682017
GRMC Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8112090
Hallmark Healthcare Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	63-0817574
Health Management Associates, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	61-0963645
Health Management Associates, LP	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1601497
Health Management General Partner I, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1721316
Health Management General Partner, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1690736
HMA Fentress County General Hospital, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	95-3974754
HMA Hospitals Holdings, LP	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964154
HMA Santa Rosa Medical Center, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	68-0045270
HMA Services GP, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1707507
HMA-TRI Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	47-5203380
Hobbs Medco, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769641
Hospital Management Associates, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	35-1410796
Hospital Management Services of Florida, LP	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5917647

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Hospital of Morristown, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1528689
Jackson HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0907122
Jackson Hospital Corporation	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	42-1557525
Jefferson County HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528414
Jourdanton Hospital Corporation	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	74-3011840
Kay County Hospital Corporation	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	20-4052833
Kay County Oklahoma Hospital Company, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	20-4052936
Kennett HMA, LLC	MO	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0248087
Key West HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	65-0905661
Kirksville Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	36-4373298
Knoxville HMA Holdings, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2528116
Lakeway Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1564360
Lancaster Hospital Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	57-1010381
Laredo Texas Hospital Company, L.P.	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0175530
Las Cruces Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2905434
Lea Regional Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1760149
Lebanon HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0248060
Longview Clinic Operations Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-1470252
Longview Medical Center, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762420
Longview Merger, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769639
LRH, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762421
Lutheran Health Network of Indiana, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762363
Madison HMA, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	03-0400182
Marshall County HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	38-3862800
Martin Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	42-1557527
Mary Black Health System LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	57-1047528
Mayes County HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	61-1670947
MCSA, L.L.C.	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	71-0785071
Medical Center of Brownwood, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762425

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Melbourne HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3142044
Merger Legacy Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1344746
Metro Knoxville HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2535623
Mississippi HMA Holdings I, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964464
Mississippi HMA Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964541
Moberly Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	43-1651906
Naples HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-4401957
Natchez Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	37-1756496
National Healthcare of Leesville, Inc.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	95-4066162
Navarro Hospital, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762428
Navarro Regional, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762429
NC-DSH, LLC	NV	4000 Meridian Blvd. Franklin, TN 37067	8062	88-0305790
Northampton Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2325498
Northwest Arkansas Hospitals, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5896848
Northwest Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762430
NOV Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8112009
NRH, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762431
Oak Hill Hospital Corporation	WV	4000 Meridian Blvd. Franklin, TN 37067	8062	27-0003893
Oro Valley Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2379881
Palmer-Wasilla Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762371
Pasco Regional Medical Center, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2832978
Pennsylvania Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	06-1694707
Phoenixville Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1055060
Poplar Bluff Regional Medical Center, LLC	MO	4000 Meridian Blvd. Franklin, TN 37067	8062	43-1238701
Port Charlotte HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1852902
Pottstown Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	06-1694708
Punta Gorda HMA, LLC (	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	65-0526360
QHG Georgia Holdings II, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-1344786
QHG Georgia Holdings, Inc.	GA	4000 Meridian Blvd. Franklin, TN 37067	8062	58-2386459

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
QHG Georgia, LP	GA	4000 Meridian Blvd. Franklin, TN 37067	8062	58-2387537
QHG of Bluffton Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1792274
QHG of Clinton County, Inc.	IN	4000 Meridian Blvd. Franklin, TN 37067	8062	35-2006952
QHG of Enterprise, Inc.	AL	4000 Meridian Blvd. Franklin, TN 37067	8062	63-1159023
QHG of Forrest County, Inc.	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1704095
QHG of Fort Wayne Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	35-1946949
QHG of Hattiesburg, Inc.	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1704097
QHG of South Carolina, Inc.	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1587267
QHG of Spartanburg, Inc.	SC	4000 Meridian Blvd. Franklin, TN 37067	8062	57-1040117
QHG of Springdale, Inc.	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1755664
Regional Hospital of Longview, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762464
River Oaks Hospital, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0626874
River Region Medical Corporation	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1576702
Rockledge HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3142075
ROH, LLC	MS	4000 Meridian Blvd. Franklin, TN 37067	8062	64-0780035
Roswell Hospital Corporation	NM	4000 Meridian Blvd. Franklin, TN 37067	8062	74-2870118
Ruston Hospital Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8066937
Ruston Louisiana Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-8066999
SACMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762472
Salem Hospital Corporation	NJ	4000 Meridian Blvd. Franklin, TN 37067	8062	22-3838322
San Angelo Community Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762473
San Angelo Medical, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769697
Scranton Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-4577223
Scranton Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-4564798
Scranton Quincy Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2671991
Scranton Quincy Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2672023
Sebastian Hospital, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	65-0425888
Sebring Hospital Management Associates, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	59-2546390
Seminole HMA, LLC	OK	4000 Meridian Blvd. Franklin, TN 37067	8062	45-4164241

<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Sharon Pennsylvania Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-4257540
Sharon Pennsylvania Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	38-3920098
Shelbyville Hospital Company, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	20-2909388
Siloam Springs Arkansas Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3635210
Siloam Springs Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3635188
Southeast HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964613
Southern Texas Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769737
Southwest Florida HMA Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3964696
Spokane Valley Washington Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1315140
Spokane Washington Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1315081
Statesville HMA, LLC	NC	4000 Meridian Blvd. Franklin, TN 37067	8062	56-2206788
Tennessee HMA Holdings, LP	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-1750499
Tennyson Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-3943816
Tomball Texas Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2784214
Tomball Texas Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-2856063
Triad Healthcare, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2816101
Triad Holdings III, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	75-2821745
Triad Holdings IV, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1766957
Triad Holdings V, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	51-0327978
Triad Nevada Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-1639289
Triad of Alabama, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762412
Triad-ARMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	46-0496926
Triad-El Dorado, Inc.	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1628508
Triad-Navarro Regional Hospital Subsidiary, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1681610
Tullahoma HMA, LLC	TN	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0248018
Tunkhannock Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-4566015
Van Buren H.M.A., LLC	AR	4000 Meridian Blvd. Franklin, TN 37067	8062	58-1725652
Venice HMA, LLC	FL	4000 Meridian Blvd. Franklin, TN 37067	8062	20-1852812
VHC Medical, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1769671



<u>Exact Name of Additional Obligors</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Principal Executive Offices</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>
Vicksburg Healthcare, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1752111
Victoria Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1760818
Victoria of Texas, L.P.	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1754940
Virginia Hospital Company, LLC	VA	4000 Meridian Blvd. Franklin, TN 37067	8062	02-0691406
Warren Ohio Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3190619
Warren Ohio Rehab Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3190578
Weatherford Hospital Corporation	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5694260
Weatherford Texas Hospital Company, LLC	TX	4000 Meridian Blvd. Franklin, TN 37067	8062	20-5694301
Webb Hospital Corporation	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0167530
Webb Hospital Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	20-0167590
Wesley Health System LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	52-2050792
West Grove Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	25-1892279
WHMC, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762551
Wilkes-Barre Behavioral Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3632720
Wilkes-Barre Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3632542
Wilkes-Barre Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	26-3632648
Women & Children's Hospital, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762556
Woodland Heights Medical Center, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762558
Woodward Health System, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	62-1762418
Yakima HMA, LLC	WA	4000 Meridian Blvd. Franklin, TN 37067	8062	45-0506909
York Pennsylvania Holdings, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	32-0360922
York Pennsylvania Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	45-4082660
Youngstown Ohio Hospital Company, LLC	DE	4000 Meridian Blvd. Franklin, TN 37067	8062	27-3074094

**Item 1. General Information. Furnish the following information as to the trustee:**

**(a) Name and address of each examining or supervising authority to which it is subject.**

Federal Reserve Bank of Atlanta, 1000 Peachtree Street NE, Atlanta, Georgia 30309-4470 Alabama State Banking Department, P.O. Box 4600, Montgomery, Alabama 36103-4600

**(b) Whether it is authorized to exercise corporate trust powers.**

The Trustee is authorized to exercise corporate trust powers.

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**Item 2. Affiliations with Obligor. If the obligor is an affiliate of the trustee, describe each such affiliation.**

None.

No responses are included for Items 3-15 of this Form T-1 because to the best of the Trustee's knowledge, the obligor is not in default as provided under Item 13.

**Item 16. List of Exhibits.**

- Exhibit 1.** Articles of Incorporation of the Trustee, attached as Exhibit 1.
- Exhibit 2.** Not applicable.
- Exhibit 3.** Authorization of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
- Exhibit 4.** Bylaws of the Trustee, attached as Exhibit 4
- Exhibit 5.** Not applicable.
- Exhibit 6.** The consent of the Trustee required by Section 321(b) of the Act, attached as Exhibit 6.
- Exhibit 7.** A copy of the latest report of condition of the Trustee published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.
- Exhibit 8.** Not applicable.
- Exhibit 9.** Not applicable.

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SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Regions Bank, an Alabama banking corporation, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Nashville and State of Tennessee on the 3<sup>rd</sup> day of March, 2017.

REGIONS BANK

By: /s/ Wallace Duke

Name: Wallace Duke

Title: Vice President

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**Exhibit 1 to Form T-1**

**ARTICLES OF INCORPORATION OF THE TRUSTEE**

STATE OF ALABAMA

I, Jim Bennett, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Related Articles filed on behalf of Regions Bank, as received and filed in the Office of the Secretary of State on 11/03/2014.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

11/17/2014

Date

20141117000007330

Jim Bennett

Secretary of State

RESTATED ARTICLES OF INCORPORATION

OF

REGIONS BANK

Alabama  
Sec. Of State  
Entity Change  
006-854 D/C  
Date 11/03/2014  
Time 17:00  
141107 7 Pg  
File \$100.00  
Ackn \$-.00  
Exp \$-.00  
Total \$100.00  
02/053

1. The name of this corporation shall be Regions Bank.
2. The principal place of business shall be 1900 Fifth Avenue North, Birmingham, Alabama. The general business of Regions Bank (the "Bank") shall be conducted at its main office and its branches and other facilities.
3. The Bank shall have the following objects, purposes and powers:
  - a. To sue and be sued, complain and defend, in its corporate name.
  - b. To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.
  - c. To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated.
  - d. To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets, subject to the limitations hereinafter prescribed.
  - e. To lend money and use its credit to assist its employees.
  - f. To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district, or municipality or of any instrumentality thereof as may be permitted by law or appropriate regulations.
  - g. To make contracts, guarantees, and indemnity agreements and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage, pledge of, or creation of security interests in, all or any of its property, franchises, or income, or any interest therein, not inconsistent with the provisions of the Constitution of Alabama as the same may be amended from time to time.
  - h. To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

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- i. To conduct its business, carry on its operations and have offices and exercise the powers granted by this Article, within or without the State of Alabama.
  - j. To elect or appoint and remove officers and agents of the Bank, and define their duties and fix their compensation.
  - k. To make and alter by its board of directors bylaws not inconsistent with its articles of incorporation or with the laws of this state for the administration and regulation of the affairs of the Bank.
  - l. To make donations for the public welfare or for charitable, scientific, or educational purposes.
  - m. To transact any lawful business which the board of directors shall find will be in aid of governmental policy.
  - n. To pay pensions and establish pension plans, pension trusts, profit sharing plans, stock bonus plans, stock option plans and other incentive plans for any or all of its directors, officers and employees.
  - o. To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust, or other enterprise.
  - p. To consolidate or merge, before or after the completion of its works or plants, in the manner herein provided, with any other foreign or domestic corporation or corporations engaged in the business of banking or trust companies doing a banking business subject to the limitations hereinafter prescribed.
  - q. To have and exercise all powers permitted by the laws of Alabama necessary or convenient to effect its purposes.
  - r. To discount bills, notes or other evidences of debt.
  - s. To receive and pay out deposits, with or without interest, pay checks, and impose charges for any services.
  - t. To receive on special deposit money, bullion or foreign coins or bonds or other securities.
  - u. To buy and sell foreign and domestic exchanges, gold and silver bullion or foreign coins, bonds, bills of exchange, notes and other negotiable paper.
  - v. To lend money on personal security or upon pledges of bonds, stocks or other negotiable securities.

- 
- w. To take and receive security by mortgage, security or otherwise on property, real and personal.
  - x. To become trustee for any purpose and be appointed and act as executor, administrator, guardian, receiver, or fiduciary.
  - y. To lease real and personal property upon specific request of a customer, provided it complies with any applicable Alabama laws regulating leasing real property or improvements thereon to others.
  - z. To perform computer, management and travel agency services for others.
  - aa. To subscribe to the capital stock and become a member of the federal reserve system and comply with rules and regulations thereof.
  - bb. To do business and exercise directly or through operating subsidiaries any powers incident to the business of banks.
4. The duration of the corporation shall be perpetual.
5. The Board of Directors is expressly authorized from time to time to fix the number of Directors which shall constitute the entire Board, subject to the following:
- a. The number of Directors constituting the entire Board shall be fixed from time to time by vote of a majority of the entire Board, provided, however, that the number of Directors shall not be reduced so as to shorten the term of any Director at the time in office, and provided further, shall not be less than three nor more than twenty-five (25). Each Director shall be the record owner of the requisite number of shares of common stock of the Bank's parent bank holding company fixed by the appropriate regulatory authorities.
  - b. Notwithstanding any other provisions of the Articles of Incorporation or the bylaws of the Bank (and notwithstanding the fact that some lesser percentage may be specified by law, these Restated Articles of Incorporation or the bylaws of the Bank), any Director or the entire Board of Directors of the Bank may be removed at any time, with or without cause by the affirmative vote of the holders of ninety percent (90%) or more of the outstanding shares of capital stock of the Bank entitled to vote generally in the election of directors (considered for this purpose as one class) cast at a meeting of the stockholders called for that purpose.
6. The aggregate number of shares of capital stock which the Bank shall have authority to issue is thirty thousand five hundred forty six (30,546) shares, which shall be common stock, par value five dollars (\$5.00) per share (the "Common Stock"). The Bank shall not issue fractional shares of stock, but shall pay in cash the fair value of fractions of a share as of the time when those otherwise entitled to receive such fractions are determined.



- a. Shareholders shall not have pre-emptive rights to purchase shares of any class of capital stock of the Bank. The Bank, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders.
  - b. Authority is hereby expressly granted to the Board of Directors from time to time to issue any authorized but unissued shares of Common Stock for such consideration and on such terms as it may determine. Every share of Common Stock of the Bank shall have one vote at any meeting of the shareholders and may be voted by the shareholders of record either in person or by proxy.
  - c. In the event of any liquidation, dissolution, or winding up of the Bank or upon the distribution of the assets of the Bank, the assets of the Bank remaining after satisfaction of all obligations and liabilities shall be divided and distributed among the holders of the Common Stock ratably. Neither the merger or consolidation of the Bank with another corporation nor the sale or lease of all or substantially all of the assets of the Bank shall be deemed to be a liquidation, dissolution, or winding up of the Bank or a distribution of its assets.
  - d. The holders of Common Stock shall have the exclusive power to vote and shall have one vote in respect of each share of such stock held by them.
7. The Chief Executive Officer, Secretary, Board of Directors, or holder(s) of at least 90% of the issued and outstanding voting stock of the Bank may call a special meeting of shareholders at any time. Unless otherwise provided by the laws of Alabama, notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least ten days prior to the date of such meeting to each shareholder of record at his address as shown upon the stock transfer book of this Bank.
  8. The Bank reserves the right to amend, alter, change or repeal any provision contained in these Restated Articles of Incorporation, in the manner now or hereafter provided by law, at any regular or special meeting of the shareholders, and all rights conferred upon officers, directors and shareholders of the Bank hereby are granted subject to this reservation.
  9. The Bank shall indemnify its officers, directors, employees, and agents in accordance with the indemnification provisions set forth in the By-Laws, as may be amended from time to time, and in all cases in accordance with applicable laws and regulations.

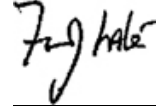
Alabama  
Sec. Of State

Entity Change	D/C
006-854	
Date	11/03/2014
Time	17:00
141107	7 pg
File	\$100.00
Achn	\$ .00
Exp	\$ .00
Total	\$100.00
02/053	

4.) This amendment to and restatement of the Articles of Incorporation was duly adopted by vote of the directors of the Bank pursuant to Section 10A-2-10. 03 of the Alabama Business Corporation Law and was approved by the sole shareholder in accordance with Section 10A-2-10.03, by unanimous consent of the holder of 21,546 shares of common stock, constituting all of the shares of capital stock of the Bank outstanding, indisputably represented, and entitled to vote on the amendment. The date of adoption of the Restated Articles of Incorporation was October 16, 2014.

IN WITNESS WHEREOF, said Regions Bank has caused this certificate to be signed by Fournier J. Gale, III, its Senior Executive Vice President, General Counsel and Corporate Secretary, this 16th day of October, 2014.

REGIONS BANK



By: \_\_\_\_\_

Fournier J. Gale, III  
Senior Executive Vice President, General Counsel and  
Corporate Secretary

STATE OF ALABAMA

MONTGOMERY COUNTY

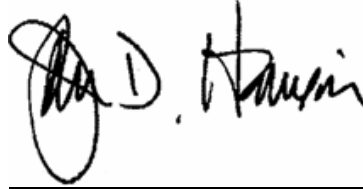
I, John D. Harrison, as Superintendent of Banks for the State of Alabama, do hereby certify that I have fully and duly examined the foregoing Articles of Amendment whereby the shareholders of Regions Bank, a banking corporation located at Birmingham, Alabama, proposes to Amend and Restate the Articles of Incorporation and also the Amendment to Article 9 of Regions Bank.

See attached Articles of Amendment to the Articles of Incorporation of Regions Bank.

Also see attached Amendment to Article 9 of Regions Bank.

I do hereby certify that said Amendment of the Articles of Incorporation appears to be in substantial conformity with the requirements of law and they are hereby approved. Upon the filing of the same, together with this Certificate of Approval, with the proper agency as required by law, the Restated Articles of Incorporation of said bank shall be effective.

Given under my hand and seal of office this the 27<sup>th</sup> day of October, 2014.



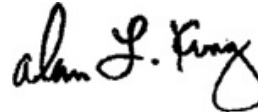
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John D. Harrison  
Superintendent of Banks

Jefferson County

I, the Undersigned, as Judge of Probate in and for said County, in said State hereby certify that the foregoing is a full, true and correct copy of the instrument with the filing of same as appears of record in this office with vol 201417 page 22836

Given under my hand and official seal, this the 28 day of October, 2014.



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Judge of Probate




20141028000987210 1/7  
Bk: LR201417 Pg:22836  
Jefferson County, Alabama  
10/28/2014 02:58:14 PM PREST  
Fee - \$53.00

Total of Fees and Taxes-\$63.00  
LYNN

This instrument prepared by:

Legal Department  
Regions Bank  
1900 Fifth Avenue North, 22<sup>nd</sup> Floor  
Birmingham, Alabama 35203



2014102800987210 1/7  
Bk: LR201417 Pg:22836  
Jefferson County, Alabama  
I certify this instrument filed on:  
10/20/2014 02:58:14 PM PREST  
Judge of Probate- Alan L. King

**ARTICLES OF AMENDMENT TO  
ARTICLES OF INCORPORATION  
OF  
REGIONS BANK**

REGIONS BANK, a corporation organized and existing under the laws of the State of Alabama, hereby certifies as follows:

- 1.) The name of the corporation is Regions Bank.
- 2.) This restatement of the Articles of Incorporation restates and integrates the amendments to the Articles of Incorporation as previously filed and further amends the Articles of Incorporation by amending Article 9 of the Articles of Incorporation as previously filed.
- 3.) The text of the Restated Articles of Incorporation reads as herein set forth in full:

Alabama  
Sec. Of State  
Entity Change D/C  
006-854  
Date 11/03/2014  
Time 17:00  
141107 7 Pg  
File \$100.00  
Ackn \$.00  
Exp \$.00  
Total \$100.00  
02/053

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**Exhibit 3 to Form T-1**

**CERTIFICATE OF TRUST POWERS**



**Bob Riley**  
Governor

STATE OF ALABAMA  
STATE BANKING DEPARTMENT



**John D. Harrison**  
Superintendent of Banks

TO WHOM IT MAY CONCERN:

I hereby certify, as Superintendent of Banks of the State of Alabama, that Regions Bank, Birmingham, Alabama is a bank chartered by the State of Alabama and is duly authorized to exercise full trust powers. Regions Bank was authorized to exercise full service trust powers by the Alabama State Banking Department on September 1, 1958. At the time, Regions Bank was named Exchange-Security Bank. They have held full service trust powers ever since.

Witness my hand this the 25<sup>th</sup> day of March, 2008.

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John D. Harrison  
Superintendent of Banks

CENTER FOR COMMERCE • 401 ADAMS AVENUE • P.O. BOX 4600 • MONTGOMERY, AL 36103-4600  
TELEPHONE (334) 242-3452 • FAX (334) 242-3500 OR BUREAU OF LOANS (334) 353-5961

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Exhibit 4 to Form T-1

BY-LAWS OF THE TRUSTEE

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**BY-LAWS OF  
REGIONS BANK**

(As amended July 16, 2015)

**ARTICLE I. OFFICES**

**Section 1. Registered Office.**

The registered office of Regions Bank (the "Bank") shall be maintained at the office of the CSC Lawyers Incorporating Service, Inc., in the City of Montgomery, in the County of Montgomery, in the State of Alabama, or such other location as may be designated by the Board of Directors. CSC Lawyers Incorporating Service, Inc. shall be the registered agent of the Bank unless and until a successor registered agent is appointed by the Board of Directors.

**Section 2. Other Offices.**

The Bank may have other offices at such places as the Board of Directors may from time to time appoint or the business of the Bank may require.

**Section 3. Principal Place of Business.**

The principal place of business of the Bank shall be in Birmingham, Alabama.

**ARTICLE II. MEETINGS OF STOCKHOLDERS**

**Section 1. Annual Meeting.**

Annual meetings of stockholders for the election of members of the Board of Directors ("Directors") and for such other business as may be stated in the notice of the meeting, shall be held at such place, time and date as the Board of Directors, by resolution, shall determine.

**Section 2. Special Meetings.**

Special meetings of the stockholders for any purpose, other than the election of Directors, may be called at any time by the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Secretary or by resolution of the Directors. Special meetings of stockholders may be held at such time and place as shall be stated in the notice of the meeting.

**Section 3. Voting.**

The vote of a majority of the votes cast by the shares entitled to vote on any matter at a meeting of stockholders at which a quorum is present shall be the act of the stockholders on that matter, except as otherwise required by law or by the Articles of Incorporation of the Bank.

**Section 4. Quorum.**

At each meeting of stockholders, except where otherwise provided by applicable law, the Articles of Incorporation or these By-Laws, the holders of a majority of the outstanding shares of the Bank entitled to vote on a matter at the meeting, represented in person or by proxy, shall constitute a quorum. If less than



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a majority of the outstanding shares are represented, a majority of the shares so represented may adjourn the meeting from time to time without further notice, but until a quorum is secured no other business may be transacted. The stockholders present at a duly organized meeting may continue to transact business until an adjournment notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

### ARTICLE III. DIRECTORS

#### **Section 1. Number and Term.**

The number of Directors which shall constitute the whole Board of Directors shall be fixed, from time to time, by resolutions adopted by the Board of Directors, but shall not be less than three persons. The number of Directors shall not be reduced so as to shorten the term of any Director in office at the time.

Directors elected at each annual or special meeting shall hold office until the next annual meeting and until his or her successor shall have been elected and qualified, or until his or her earlier retirement, death, resignation or removal. Directors need not be residents of Alabama.

#### **Section 2. Chairman of the Board and Lead Independent Director.**

The Board of Directors shall by majority vote designate from time to time from among its members a Chairman of the Board of Directors. The Chairman of the Board of Directors shall preside at all meetings of the stockholders and of the Board of Directors. He or she shall have and perform such duties as prescribed by the By-Laws and by the Board of Directors. The position of Chairman of the Board of Directors is a Board position, provided however, the position of Chairman of the Board of Directors may be held by a person who is also an officer of the Bank.

In the absence of the Chairman of the Board of Directors or in the case he or she is unable to preside, the Lead Independent Director, if at the time a Director of the Bank has been designated by the Board of Directors as such, shall have and exercise all powers and duties of the Chairman of the Board of Directors and shall preside at all meetings of the Board of Directors. If at any Board of Directors meeting none of such persons is present or able to act, the Board of Directors shall select one of its members as acting chair of the meeting or any portion thereof.

#### **Section 3. Resignations.**

Any Director may resign at any time. All resignations shall be made in writing, and shall take effect at the time of receipt by the Chairman of the Board of Directors, Chief Executive Officer, the President or the Secretary or at such other time as may be specified therein. The acceptance of a resignation shall not be necessary to make it effective.

#### **Section 4. Vacancies.**

If the office of any Director becomes vacant, including by reason of resignation or removal, or the size of the Board of Directors is increased, the remaining Directors in office, even if less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy or new position, and such person shall hold office for the unexpired term and until his successor shall be duly chosen.

#### **Section 5. Removal.**

Any Director may be removed at any time, with or without cause, by the affirmative vote of the holders of a majority of the outstanding shares of capital stock of the Bank entitled to vote generally in the election of Directors considered as one class for this purpose, at any meeting of the stockholders called for that purpose.

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**Section 6. Powers.**

The business and affairs of the Bank shall be managed by or under the direction of the Board of Directors, except as may be otherwise provided by applicable law, the Articles of Incorporation of the Bank or pursuant to these By-Laws.

**Section 7. Meetings.**

Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by the Board of Directors.

Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, the Lead Independent Director, the Chief Executive Officer, the President or the Secretary on the written request of a majority of the Board of Directors on at least two days' notice to each Director and shall be held at such place or places as may be determined by the Board of Directors, or as shall be stated in the notice of such meeting.

Unless otherwise restricted by the Articles of Incorporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone, video, or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting. Notice of any special meeting of the Board of Directors need not be given personally, and may be given by United States mail, postage prepaid or by any form of electronic communication, and shall be deemed to have been given on the date such notice is transmitted by the Bank (which, if notice is mailed, shall be the date when such notice is deposited in the United States mail, postage prepaid, directed to the applicable Director at such Director's address as it appears on the records of the Bank).

**Section 8. Quorum; Vote Required for Action.**

A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the Articles of Incorporation or these By-Laws shall require a vote of a greater number.

**Section 9. Compensation.**

Unless otherwise restricted by the Articles of Incorporation or these By-Laws, the Board of Directors shall have the authority to fix the compensation of Directors. Nothing herein contained shall be construed to preclude any Director from serving the Bank in any other capacity as an officer, agent or otherwise, and receiving compensation therefore.

**Section 10. Action Without Meeting.**

Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof, may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the Board of Directors, or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

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**Section 11. Committees.**

A majority of the Board of Directors shall have the authority to designate one or more committees, each committee to consist of one or more of the Directors of the Bank. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any committee of the Board of Directors, to the extent provided in the resolutions of the Board of Directors or in these By-Laws, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Bank and may authorize the seal of the Bank to be affixed to all papers which may require it, in each case to the fullest extent permitted by applicable law. In the absence or disqualification of any member of a committee from voting at any meeting of such committee, the remaining member or members thereof present at such meeting and not disqualified from voting, whether or not the remaining member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at such meeting in the place of any such absent or disqualified member.

**Section 12. Eligibility.**

No person shall be eligible to serve as Director of the Bank unless such person shall be the owner of shares of stock of the parent holding company of the number and held in the manner sufficient to meet the requirements of any applicable law or regulation in effect requiring the ownership of Directors' qualifying shares.

**Section 13. Directors Protected.**

Each Director shall in the performance of his or her duties be fully protected in relying in good faith upon reports made to the Directors by the officers of the Bank or by state or federal bank examiners or by any independent accountant or by any appraiser selected with reasonable care, or by counsel, or by a committee of the Board of Directors, or in relying in good faith upon other records or books of account of the Bank.

**ARTICLE IV. OFFICERS**

**Section 1. Officers, Elections, Terms.**

The officers of the Bank shall be a Chief Executive Officer; a President; one or more Regional or Local Presidents if the Board so determines; one or more vice presidents or directors, who may be designated Senior Executive Vice Presidents, Executive Vice Presidents, Executive Managing Directors, Senior Vice Presidents, Managing Directors, Vice Presidents, Directors, and Assistant Vice Presidents; a Secretary; one or more Assistant Secretaries; a Chief Financial Officer; a Controller; an Auditor; and such other officers as may be deemed appropriate. All of such officers shall be appointed annually by the Board of Directors to serve for a term of one year and until their respective successors are appointed and qualified or until such officer's earlier death, resignation, retirement, or removal, except that the Board of Directors may delegate the authority to appoint officers holding the position of Senior Executive Vice President and below in accordance with procedures established or modified by the Board from time to time. Those Officers who serve in the Trust Department shall be so designated by the word "Trust" in their title. None of the officers of the Bank need be Directors. More than one office may be held by the same person.

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**Section 2. Chief Executive Officer.**

The Board of Directors shall appoint a Chief Executive Officer of the Bank. The Chief Executive Officer is the most senior executive officer of the Bank, and shall be vested with authority to act for the Bank in all matters and shall have general supervision of the Bank and of its business affairs, including authority over the detailed operations of the Bank and over its personnel, with full power and authority during intervals between sessions of the Board of Directors to do and perform in the name of the Bank all acts and deeds necessary or proper, in his or her opinion, to be done and performed and to execute for and in the name of the Bank all instruments, agreements, and deeds which may be authorized to be executed in behalf of the Bank or which may be required by law. The Chief Executive Officer may, but need not, also hold the office of President.

**Section 3. President.**

The President shall, subject to the control of the Board of Directors and of any committee of the Board of Directors having authority in the premises, have, and may exercise the authority to act for the Bank in all ordinary matters and perform other such duties as directed by the By-Laws, the Board of Directors, or the Chief Executive Officer. Among the officers of the Bank, the President is subordinate to only the Chief Executive Officer and is senior to the other officers of the Bank. The authority of the President shall include authority over the detailed operations of the Bank and over its personnel with full power and authority during intervals between sessions of the Board of Directors to do and perform in the name of the Bank all acts and deeds necessary or proper, in his or her opinion, to be done and performed and to execute for and in the name of the Bank all instruments, agreements, and deeds which may be authorized to be executed in behalf of the Bank or which may be required by law.

**Section 4. Vice Presidents.**

The vice presidents or directors, who may be designated as Senior Executive Vice Presidents, Executive Vice Presidents, Executive Managing Directors, Senior Vice Presidents, Managing Directors, Vice Presidents, Directors, and Assistant Vice Presidents, shall, subject to the control of the Board of Directors, the Chief Executive Officer or the President, have and may exercise the authority vested in them in all proper matters, including authority over the detailed operations of the Bank and over its personnel.

**Section 5. Chief Financial Officer.**

The Chief Financial Officer or his or her designee shall have and perform such duties as are incident to the office of Chief Financial Officer and such other duties as may from time to time be assigned to him by the Board of Directors, the Chief Executive Officer, or the President.

**Section 6. Secretary and Assistant Secretary.**

The Secretary shall keep minutes of all meetings of the stockholders and the Board of Directors unless otherwise directed by either of those bodies. The Secretary, or in his absence, any Assistant Secretary, shall attend to the giving and serving of all notices of the Bank. The Secretary shall perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may from time to time be assigned by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, or the President.

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**Section 7. Controller.**

The Controller shall, under the direction of the Chief Executive Officer, the President, the Chief Financial Officer, or a more senior officer, have general supervision and authority over all reports required of the Bank by law or by any public body or officer or regulatory authority pertaining to the condition of the Bank and its assets and liabilities. The Controller shall have general supervision of the books and accounts of the Bank and its methods and systems of recording and keeping accounts of its business transactions and of its assets and liabilities. The Controller shall be responsible for preparing statements showing the financial condition of the Bank and shall furnish such reports and financial records as may be required of him or her by the Board of Directors or by the Chief Executive Officer, the President, the Chief Financial Officer, or other more senior officer.

**Section 8. Auditor.**

The Auditor's office may be filled by an employee of the Bank or his or her duties may be performed by an employee or committee of the parent company of the Bank. The Auditor shall have general supervision of the auditing of the books and accounts of the Bank, and shall continuously and from time to time check and verify the Bank's transactions, its assets and liabilities, and the accounts and doings of the officers, agents and employees of the Bank with respect thereto. The Auditor whether an employee of the Bank or of its parent shall be directly accountable to and under the jurisdiction of the Board of Directors and, if applicable, its designated committee, acting independently of all officers, agents and employees of the bank. The Auditor shall render reports covering matters in his or her charge regularly and upon request to the Board and, if applicable, its designated committee.

**Section 9. Other Officers and Agents.**

The Board of Directors may appoint such other officers and agents as it may deem advisable, such as General Counsel, who shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. The functions of a cashier of the Bank may be performed by the Controller or any other officer of the Bank whose area of responsibility includes the function to be performed.

**Section 10. Officer in Charge of Wealth Management.**

The officer in charge of Wealth Management shall be designated as such by the Board of Directors and shall exercise general supervision and management over the affairs of Private Wealth Management, Institutional Services, and Wealth Management Operations and Support, which groups are responsible for exercise of the Bank's trust powers. That officer is hereby empowered to appoint all necessary agents or attorneys; also to make, execute and acknowledge all checks, bonds, certificates, deeds, mortgages, notes, releases, leases, agreements, contracts, bills of sale, assignments, transfers, powers of attorney or of substitution, proxies to vote stock, or any other instrument in writing that may be necessary in the purchase, sale, mortgage, lease, assignment, transfer, management or handling, in any way of any property of any description held or controlled by the Bank in any fiduciary capacity. Said officer shall have such other duties and powers as shall be designated by the Board of Directors.

**Section 11. Other Officers in Private Wealth Management, Institutional Services, and Wealth Management Operations and Support.**

The officer in charge of Wealth Management shall appoint officers responsible for the activities of Private Wealth Management, Institutional Services, and Wealth Management Operations and Support. Various other officers as designated by the officers responsible for the activities of Private Wealth

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Management, Institutional Services, and Wealth Management Operations and Support are empowered and authorized to make, execute, and acknowledge all checks, bonds, certificates, deeds, mortgages, notes, releases, leases, agreements, contracts, bills of sale, assignments, transfers, powers of attorney or substitution, proxies to vote stock or any other instrument in writing that may be necessary to the purchase, sale, mortgage, lease, assignments, transfer, management or handling in any way, of any property of any description held or controlled by the Bank in any fiduciary capacity.

**Section 12. Removal and Retirement of Officers.**

At its pleasure, the Board of Directors may remove any officer from office at any time by a majority vote of the Board of Directors, provided however that the terms of any employment or compensation contract shall be honored according to its terms. An individual's status as an officer will terminate without the necessity of any other action or ratification immediately upon termination for any reason of the individual's employment by the Bank.

**ARTICLE V. MISCELLANEOUS**

**Section 1. Certificates of Stock.**

Certificates of stock of the Bank shall be signed by the President and the Secretary of the Bank, which signatures may be represented by a facsimile signature. The certificate may be sealed with the seal of the Bank or an engraved or printed facsimile thereof. The certificate represents the number of shares of stock registered in certificate form owned by such holder.

**Section 2. Lost Certificates.**

In case of the loss or destruction of any certificate of stock, the holder or owner of same shall give notice thereof to the Chief Executive Officer, the President, any Senior Executive Vice President, or the Secretary of the Bank and, if such holder or owner shall desire the issue of a new certificate in the place of the one lost or destroyed, he or she shall make affidavit of such loss or destruction and deliver the same to any one of said officers and accompany the same with a bond with surety satisfactory to the Bank to indemnify the Bank and save it harmless against any loss, cost or damage in case such certificate should thereafter be presented to the Bank, which affidavit and bond shall be, at the discretion of the deciding party listed in this Section 2, unless so ordered by a court having jurisdiction over the matter, approved or rejected by the Board of Directors or by the Chief Executive Officer or by the President or a Senior Executive Vice President before the issue of any new certificate.

**Section 3. Transfer of Shares.**

Title to a certificate and to the shares represented thereby can be transferred only by delivery of the certificate endorsed either in blank or to a specified person by the person appearing by the certificate to be the owner of the shares represented thereby, or by delivery of the certificate and a separate document containing a written assignment of the certificate or a power of attorney to sell, assign, or transfer the same or the shares represented thereby, signed by the person appearing by the certificate to be the owner of the shares represented thereby. Such assignment or power of attorney may be either in blank or to a specified person.

**Section 4. Fractional Shares.**

No fractional part of a share of stock shall be issued by the Bank.

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**Section 5. Stockholders Record Date.**

In order that the Bank may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

**Section 6. Dividends.**

Subject to the provisions of the Articles of Incorporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon the capital stock of the Bank as and when they deem expedient. Before declaring any dividend there may be set apart out of any fund of the Bank available for dividends, such sum or sums as the Directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Directors shall deem conducive to the interests of the Bank. No dividends shall be declared which exceed the amounts authorized by applicable laws and regulations or are otherwise contrary to law.

**Section 7. Seal.**

The Bank may have a corporate seal, which shall have the name of the Bank inscribed thereon and shall be in such form as proscribed by the Board of Directors from time to time. The seal may also include appropriate descriptors, such as the words: "An Alabama Banking Corporation". The Secretary of the Bank shall have custody of the seal and is authorized to affix the same to instruments, documents, and papers as required by law or as customary or appropriate in the Secretary's judgment and discretion. Without limiting the general authority of the Board of Directors of the Bank to name, appoint, remove, and define the duties of officers of the Bank, the Secretary is further authorized to cause reproductions of the seal to be made, distributed to, and used by officers and employees of the Bank whose duties and responsibilities involve the execution and delivery of instruments, documents, and papers bearing the seal of the Bank. In this regard, the Secretary is further authorized to establish, implement, interpret, and enforce policies and procedures governing the use of the seal and the authorization by the Secretary of officers and employees of the Bank to have custody of and to use the seal. Such policies and procedures may include (i) the right of the Secretary to appoint any Bank employee as an Assistant Secretary of the Bank, if such appointment would, in the Secretary's judgment, be convenient with respect to such employee's custody and use of a seal and/or (ii) the right of the Secretary to authorize Bank employees to have and use seals as delegates of the Secretary without appointing such employees as Assistant Secretaries of the Bank.

**Section 8. Fiscal Year.**

The fiscal year of the Bank shall be the calendar year.

**Section 9. Checks, Drafts, Transfers, etc.**

The Chief Executive Officer, the President, any Regional or Local President, any vice president or director, any Assistant Vice President, any Branch Manager or any other employee designated by the Board of Directors, is authorized and empowered on behalf of the Bank and in its name to sign and endorse checks and warrants, to draw drafts, to issue and sign cashier's checks, to guarantee signatures, to give receipts for money due and payable to the Bank, to sell, assign and transfer shares of capital stock, bonds, or other

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personal property or securities standing in the name of or held by the Bank, whether in its own right or in any fiduciary capacity, and to make or join in such consents, requests or commitments with respect to the same as may be appropriate or authorized as to the holder thereof, and to sign such other papers and do such other acts as are necessary in the performance of his or her duties. The authority conveyed to any employee designated by the Board of Directors may be limited by general or specific resolution of the Board of Directors.

**Section 10. Notice and Waiver of Notice.**

Whenever any notice whatever is required to be given under the provisions of any law or under the provisions of the Articles of Incorporation of the Bank or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of business at the meeting because the meeting is not lawfully called or convened.

**Section 11. Right of Indemnity.**

To the full extent provided for and in accordance with the Alabama Business Corporation Law, and specifically Section 10A-2-8.50 et seq. of the Code of Alabama (1975), or any statute amendatory or supplemental thereof (the "Corporation Law"), the Bank shall indemnify and hold harmless each Director or officer now or hereafter serving the Bank against any loss and reasonable expenses actually and necessarily incurred by him or her in connection with the defense of any claim, or any action, suit or proceeding against him or her or in which he or she is made a party, by reason of his or her being or having been a Director or officer of the Bank, or who, while a Director or officer of the Bank, is or was serving as at the Bank's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. Such right of indemnity shall not be deemed exclusive of any other rights to which such Director or officer may be entitled under any statute, article of incorporation, rule of law, other bylaw, agreement, vote of stockholders or directors, or otherwise. Nor shall anything herein contained restrict the right of the Bank to indemnify or reimburse any officer or Director in any proper case even though not specifically provided for herein.

Notwithstanding anything to the contrary, the Bank shall not make or agree to make any indemnification payment to a Director or officer or any other institution affiliated party (as such term is defined in 12 CFR §359.1) with respect to (i) any civil money penalty or judgment resulting from any administrative or civil action instituted by any federal banking agency, except in full compliance with 12 CFR Part 359, (ii) any assessment, order of restitution, penalty, or similar liability imposed under authority of the Alabama Banking Code, or (iii) any liability for violation of Section 10A-2-8.33 of the Corporation Law.

In advance of final disposition, the Bank may, but is not required to, pay for or reimburse the reasonable expenses incurred by a person who may become eligible for indemnification under this Article V, provided the conditions set forth in Section 10A-2-8.53 of the Corporation Law (and, if applicable, 12 CFR § 359.5) shall have been satisfied.

The Bank may purchase and maintain insurance on behalf of said Directors or officers against liability asserted against or incurred by a Director or officer acting in such capacity as described in these By-Laws. Such insurance coverage shall not be used to pay or reimburse a person for the cost of (i) any judgment or civil money penalty assessed against such person in an administrative proceeding or civil action commenced by any federal banking agency or (ii) any assessment or penalty imposed under authority of



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the Alabama Banking Code. Such insurance coverage may be used to pay any legal or professional expenses incurred in connection with such proceeding or action or the amount of any restitution to the Bank. Any insurance coverage of legal or professional expenses will be coordinated with the Bank's determination whether to advance expenses in advance of final disposition, taking into account the terms and conditions of the coverage and the requirements of Section 10A-2-8.53 of the Corporation Law.

#### **Section 12. Execution of Instruments and Documents.**

The Chief Executive Officer; the President; any Regional or Local President; any Senior Executive Vice President, Executive Vice President, Senior Vice President, or Vice President; or any officer holding the title of Executive Managing Director, Managing Director, or Director is authorized, in his or her discretion, to do and perform any and all corporate and official acts in carrying on the business of the Bank, including, but not limited to, the authority to make, execute, acknowledge, accept and deliver any and all deeds, mortgages, releases, bills of sale, assignments, transfers, leases (as lessor or lessee), powers of attorney or of substitution, servicing or sub-servicing agreements, vendor agreements, proxies to vote stock or any other instrument in writing that may be necessary in the purchase, sale, lease, assignment, transfer, discount, management or handling in any way of any property of any description held, controlled or used by Bank or to be held, controlled or used by Bank, either in its own or in its fiduciary capacity and including the authority from time to time to open bank accounts with the Bank or any other institution, to borrow money in such amounts for such lengths of time, at such rates of interest and upon such terms and conditions as any said officer may deem proper and to evidence the indebtedness thereby created by executing and delivering in the name of the Bank promissory notes or other appropriate evidences of indebtedness, and to guarantee the obligations of any subsidiary or affiliate of the Bank. The enumeration herein of particular powers shall not restrict in any way the general powers and authority of said officers.

By way of example and not limitation, such officers of the Bank are authorized to execute, accept, deliver and issue, on behalf of the Bank and as binding obligations of the Bank, such agreements and instruments as may be within the officer's area of responsibility, including, as applicable, agreements and related documents (such as schedules, confirmations, transfers, assignments, acknowledgments, and other documents) relating to derivative transactions, loan or letter of credit transactions, syndications, participations, trades, purchase and sale or discount transactions, transfers and assignments, servicing and sub-servicing agreements, vendor agreements, securitizations, and transactions of whatever kind or description arising in the conduct of the Bank's business.

The authority to execute and deliver documents, instruments and agreements may be limited by resolution of the Board of Directors, by a committee of the Board of Directors, by the Chief Executive Officer, or by the President, by reference to subject matter, category, amount, geographical location, or any other criteria, and may be made subject to such policies, procedures and levels of approval as may be adopted or amended from time to time.

#### **Section 13. Voting Bank's Securities.**

Unless otherwise ordered by the Board of Directors, the Chief Executive Officer, the President, any Executive Vice President or Executive Managing Director or above, the Controller, the Bank's General Counsel, and any other officer as may be designated by the Board of Directors shall have full power and authority on behalf of the Bank to attend, and to act and to vote, and to execute a proxy or proxies empowering others to attend, and to act and to vote, at any meetings of security holders of any of the corporations in which the Bank may hold securities and, at such meetings, such officer shall possess and may exercise any and all rights and powers incident to the ownership of such securities which, as the owner thereof, the Bank might have possessed and exercised, if present.

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**Section 14. Bonds of Officers and Employees.**

The Board of Directors shall from time to time designate the officers and employees who shall be required to give bond and fix the amounts thereof.

**Section 15. Satisfaction of Loans.**

On payment of sums lent, for which security shall have been taken either by way of mortgage or other lien on real or personal property or by the pledge of collateral, whether said loans have been made from funds of the Bank or from funds held in fiduciary capacity, any officer of the Bank shall have the power and authority to enter the fact of payment or satisfaction on the margin of the record of any such security or in any other legal manner to cancel such indebtedness and to release said security, and the Chief Executive Officer or the President or any Regional or Local President or any vice president or director of the Bank shall have power and authority to execute a power of attorney authorizing the cancellation, release or satisfaction of any mortgage or other security given to the Bank in its corporate or fiduciary capacity, by such person as he or she may in his or her discretion appoint.

**Section 16. Emergencies.**

In the event of an emergency declared by the President of the United States or the person performing his or her functions, the officers and employees of this Bank will continue to conduct the affairs of the Bank under such guidance from the Directors as may be available except as to matters which by statute require specific approval of the Board of Directors and subject to conformance with any governmental directives or directives of the Federal Deposit Insurance Corporation during the emergency.

**ARTICLE VI. AMENDMENTS**

Except as otherwise provided herein or in the Articles of Incorporation of the Bank, these By-Laws may be amended or repealed by the affirmative vote of a majority of the Directors then holding office at any regular or special meeting of the Board of Directors, and the stockholders may make, alter or repeal any By-Laws, whether or not adopted by them.

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**Exhibit 6 to Form T-1**

**CONSENT**

In accordance with Section 321(b) of the Trust Indenture Act of 1939, Regions Bank hereby consents that reports of examination of Regions Bank by Federal, State, Territorial or District regulatory authorities may be furnished by such regulatory authorities to the Securities and Exchange Commission upon request therefor.

Dated: March 3, 2017

REGIONS BANK

By: /s/ Wallace Duke  
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Wallace Duke  
Vice President

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**Exhibit 7 to Form T-1**

**[REPORT OF CONDITION FOR PERIOD ENDING December 31, 2016]**

**Schedule RC - Balance Sheet**

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Dollar amounts in thousands

1. Cash and balances due from depository Institutions (from Schedule RC-A):			1.
a. Noninterest-bearing balances and currency and coin <sup>1</sup>	RCFD0081	<b>1,930,942</b>	1.a.
b. Interest-bearing balances <sup>2</sup>	RCFD0071	<b>3,581,119</b>	1.b.
2. Securities:			2.
a. Held-to-maturity securities (from Schedule RC-B, column A)	RCFD1754	<b>1,361,612</b>	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)	RCFD1773	<b>23,716,212</b>	2.b.
3. Federal funds sold and securities purchased under agreements to resell:			3.
a. Federal funds sold In domestic offices	RCONB987	<b>0</b>	3.a.
b. Securities purchased under agreements to resell <sup>3</sup>	RCFDB989	<b>15,000</b>	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			4.
a. Loans and leases held for sale	RCFD5369	<b>718,132</b>	4.a.
b. Loans and leases, net of unearned income	RCFDB528	<b>80,093,973</b>	4.b.
c. LESS: Allowance for loan and lease losses	RCFD3123	<b>1,090,815</b>	4.c.
d. Loans and leases, net of unearned Income and allowance (item 4.b minus 4.c)	RCFDB529	<b>79,003,158</b>	4.d.
5. Trading assets (from Schedule RC-D)	RCFD3545	<b>367,777</b>	5.
6. Premises and fixed assets (including capitalized leases)	RCFD2145	<b>1,945,006</b>	6.
7. Other real estate owned (from Schedule RC-M)	RCFD2150	<b>100,111</b>	7.
8. Investments In unconsolidated subsidiaries and associated companies	RCFD2130	<b>0</b>	8.
9. Direct and indirect Investments In real estate ventures	RCFD3656	<b>0</b>	9.
10. Intangible assets:			10.
a. Goodwill	RCFD3163	<b>4,264,414</b>	10.a.
b. Other Intangible assets (from Schedule RC-M)	RCFD0426	<b>528,351</b>	10.b.
11. Other assets (from Schedule RC-F)	RCFD2160	<b>7,508,187</b>	11.
12. Total assets (sum of items 1 through 11)	RCFD2170	<b>125,042,021</b>	12.
13. Deposits;			13.
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, part I)	RCON2200	<b>100,217,552</b>	13.a.
1. Noninterest-bearing <sup>4</sup>	RCON6631	<b>37,388,097</b>	13.a.1.
2. Interest-bearing	RCON6636	<b>62,629,455</b>	13.a.2.
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, part II)	RCFN2200	<b>186,095</b>	13.b.
1. Noninterest-bearing	RCFN6631	<b>0</b>	13.b.1.
2. Interest-bearing	RCFN6636	<b>186,095</b>	13.b.2.
14. Federal funds purchased and securities sold under agreements to repurchase:			14.
a. Federal funds purchased in domestic offices <sup>5</sup>	RCONB993	<b>0</b>	14.a.
b. Securities sold under agreements to repurchase <sup>6</sup>	RCFDB995	<b>0</b>	14.b.
15. Trading liabilities (from Schedule RC-D)	RCFD3548	<b>18,523</b>	15.
16. Other borrowed money (includes mortgage Indebtedness and obligations undercapitalized leases) (from Schedule RC-M)	RCFD3190	<b>5,116,347</b>	16.
17. Not applicable			17.
18. Not applicable			18.
19. Subordinated notes and debentures <sup>1</sup>	RCFD3200	<b>1,144,265</b>	19.
20. Other liabilities (from Schedule RC-G)	RCFD2930	<b>2,263,401</b>	20.

1. Includes cash items in process of collection and unposted debits.
2. Includes time certificates of deposit not held for trading.
3. Includes all securities resale agreements in domestic and foreign offices, regardless of maturity.
4. Includes noninterest-bearing demand, time, and savings deposits.
5. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
6. Includes all securities repurchase agreements in domestic and foreign offices, regardless of maturity.
1. Includes limited-life preferred stock end related surplus.

Dollar amounts in thousands

21. Total liabilities (sum of Items 13 through 20)	RCFD2948	<b>108,946,183</b>	21.
22. Not applicable			22.
23. Perpetual preferred stock and related surplus	RCFD3838	<b>0</b>	23.
24. Common stock	RCFD3230	<b>103</b>	24.
25. Surplus (exclude all surplus related to preferred stock)	RCFD3839	<b>16,462,834</b>	25.
26. Not available			26.
a. Retained earnings	RCFD3632	<b>183,614</b>	26.a.
b. Accumulated other comprehensive Income <sup>2</sup>	RCFDB530	<b>-550,713</b>	26.b.
c. Other equity capital components <sup>3</sup>	RCFDA130	<b>0</b>	26.c.
27. Not available			27.
a. Total bank equity capital (sum of Items 23 through 26.c)	RCFD3210	<b>16,095,838</b>	27.a.
b. Noncontrolling (minority) Interests in consolidated subsidiaries	RCFD3000	<b>0</b>	27.b.
28. Total equity capital (sum of Items 27.a and 27.b)	RCFDG105	<b>16,095,838</b>	28.
29. Total liabilities and equity capital (sum of items 21 and 28)	RCFD3300	<b>125,042,021</b>	29.

**Memoranda**

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2016	RCFD6724	<b>NR</b>	M.1.
2. Bank's fiscal year-end date	RCON8678	<b>NR</b>	M.2.

2. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and accumulated defined benefit pension and other postretirement plan adjustments.
3. Includes treasury stock and unearned Employee Stock Ownership Plan shares.