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

# FORM 8-K

**CURRENT REPORT**
**Pursuant to Section 13 or 15(d)**
**of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): January 27, 2014**

# COMMUNITY HEALTH SYSTEMS, INC.
**(Exact name of registrant as specified in its charter)**

| **Delaware** | **001-15925** | **13-3893191** |
|---|---|---|
| **(State or other jurisdiction of incorporation)** | **(Commission File Number)** | **(IRS Employer Identification No.)** |

**4000 Meridian Boulevard**
**Franklin, Tennessee 37067**
**(Address of Principal Executive Offices, including Zip Code)**

**(615) 465-7000**
**(Registrant's telephone number, including area code)**

**Not Applicable**
**(Former Name or Former Address, if Changed Since Last Report)**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01 Entry into a Material Definitive Agreement.**

As previously announced, on July 29, 2013, Community Health Systems, Inc. ("CHS"), FWCT-2 Acquisition Corporation, an indirect, wholly-owned subsidiary of CHS ("Merger Sub"), and Health Management Associates, Inc. ("HMA") entered into an Agreement and Plan of Merger (as amended on September 24, 2013, the "Merger Agreement"). On January 27, 2014, pursuant to the Merger Agreement, Merger Sub merged with and into HMA, with HMA becoming an indirect, wholly-owned subsidiary of CHS (the "Merger"). The Merger is more fully described in Item 2.01 below. In connection with the Merger, CHS completed additional corporate and financing activities, which are summarized in the following table and more fully described in this Item 1.01.

The following table summarizes the financing activities associated with the Merger, with detail of the balances for the debt obligations prior to and adjusted for the Merger (note that only the debt obligations and activities associated with the Merger are included in this summary; the other debt obligations of CHS/Community Health Systems, Inc., a wholly-owned subsidiary of CHS ("CHS/CHS"), and its subsidiaries are not included):

| | As of January 27, 2014 | |
|---|---|---|
| | Prior to Merger | Adjusted for Merger |
| | (Dollars in millions) | |
| Amended and Restated Credit Facility: | | |
| Term Loan A | $ 638 | $ 1,000 |
| Term Loan B - Nonextended Term Loans | 60 | — |
| Term Loan C - Extended Term Loans | 3,353 | — |
| New term loan D | — | 4,602 |
| New term loan E | — | 1,677 |
| Revolving credit loans (1) | 115 | — |
| New 2021 Secured Notes | — | 1,000 |
| New 2022 Unsecured Notes | — | 3,000 |

(1) The available borrowing under the revolving credit facility increased from $750 million to $1.0 billion.

**The Amended and Restated Credit Agreement**

On January 27, 2014, CHS and CHS/CHS entered into a third amendment and restatement (the "Amendment") of their existing credit agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010 and as of February 2, 2012, among CHS, CHS/CHS, the lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent (as amended and restated, the "Credit Agreement").

The Amendment provides for (i) the replacement of the revolving credit facility with a new $1.0 billion revolving facility maturing 2019 (the "Revolving Facility"), (ii) the addition of a $1.0 billion Term A facility due 2019 (the "Term A Facility"), (iii) a Term D facility in an aggregate principal amount equal to $4.602 billion due 2021 (which includes certain Extended Term Loans that were converted into such Term D facility (collectively, the "Term D Facility")), (iv) the conversion of certain Extended Term Loans into Term E Loans and the borrowing of new Term E Loans due 2017 in an aggregate principal amount of $1.677 billion (collectively, the "Term E Facility" and, together with the Revolving Facility, the Term D Facility and the Term A Facility, the "Credit Facilities") and (v) the addition of flexibility commensurate with the post-acquisition structure of CHS. In addition to funding a portion of the Merger, some of the proceeds of the Term A Facility and Term D Facility will be used to refinance the outstanding $638 million existing Term A facility due 2016 and the $60 million of Non-Extended Term Loans due 2014, respectively.

Loans in respect of the Credit Facilities may be borrowed in LIBOR and Base Rate. Loans in respect of the Revolving Facility and the Term A Facility will accrue interest at a rate per annum initially equal to LIBOR plus 2.75%, in the case of LIBOR borrowings, and Base Rate plus 1.75%, in the case of Base Rate borrowings. In addition, the margin in respect of the Revolving Facility and the Term A Facility will be subject to step-downs determined by reference to a leverage based pricing grid. Loans in respect of the Term D Facility and the Term E Facility will accrue interest at a rate per annum equal to LIBOR plus 3.25%, in the case of LIBOR borrowings, and Base Rate plus 2.25%, in the case of Base Rate Borrowings. The Term D Facility will be subject to a 1.00% LIBOR floor.

The Amendment was effected pursuant to the terms of an amendment and restatement agreement, dated as of January 27, 2014 (the "Amendment and Restatement Agreement"), among CHS, CHS/CHS, certain of the CHS/CHS's subsidiaries as guarantors, the lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent.

The foregoing summary of the Amendment and Restatement Agreement and the Credit Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment and Restatement Agreement and the Credit Agreement, copies of which are attached to this report as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference.

**The Indentures**

In connection with the consummation of the Merger, FWCT-2 Escrow Corporation, a wholly-owned subsidiary of CHS ("Escrow Sub") issued: (i) $1,000,000,000 aggregate principal amount of 5.125% Senior Secured Notes due 2021 (the "Secured Notes") pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Sub, Regions Bank, as trustee, and Credit Suisse AG, as collateral agent (the "Collateral Agent") (the "Secured Indenture") and (ii) $3,000,000,000 aggregate principal amount of 6.875% Senior Notes due 2022 (the "Unsecured Notes" and, together with the Secured Notes, the "Notes") pursuant to an indenture, dated as of January 27, 2014, by and among Escrow Sub and Regions Bank, as trustee (the "Unsecured Indenture").

On January 27, 2014: (i) CHS, CHS/CHS, certain of CHS/CHS's subsidiaries, the Trustee and the Collateral Agent entered into a supplemental indenture to the Secured Indenture (the "First Supplemental Indenture to the Secured Indenture") pursuant to which CHS/CHS assumed all of the obligations of Escrow Sub as issuer of the Secured Notes and (ii) CHS, CHS/CHS, certain of CHS/CHS's subsidiaries and the Trustee entered into a supplemental indenture to the

Unsecured Indenture (the "First Supplemental Indenture to the Unsecured Indenture") pursuant to which CHS/CHS assumed all of the obligations of Escrow Sub as issuer of the Unsecured Notes.

The Secured Notes are senior secured obligations of CHS/CHS and are guaranteed on a senior secured basis by CHS/CHS and by CHS and certain of CHS/CHS's subsidiaries. The Secured Notes mature on August 1, 2021, and bear interest at a rate of 5.125% per annum, payable semi-annually in arrears in cash on February 1 and August 1 of each year, beginning on August 1, 2014. CHS/CHS is entitled to redeem some or all of the Secured Notes at any time on or after February 1, 2017 at the redemption prices set forth in the Secured Indenture. In addition, prior to February 1, 2017, CHS/CHS may redeem some or all of the Secured Notes at a price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, plus a "make whole" premium, as set forth in the Secured Indenture. CHS/CHS is entitled to redeem up to 40% of the aggregate principal amount of the Secured Notes until February 1, 2017 with the net proceeds from certain equity offerings at the redemption price set forth in the Secured Indenture. The Secured Indenture also contains covenants that, among other things, subject to various qualifications and exceptions, limit the ability of CHS/CHS and certain of CHS/CHS's subsidiaries to: incur or guarantee additional indebtedness; pay dividends or make other restricted payments; make certain investments; create or incur certain liens; sell assets and subsidiary stock; transfer all or substantially all of their assets or enter into merger or consolidation transactions; and enter into transactions with affiliates. The foregoing summaries of the Secured Indenture and the First Supplemental Indenture to the Secured Indenture are not complete and each is qualified in its entirety by reference to such documents. Copies of the Secured Indenture and the First Supplemental Indenture to the Secured Indenture are attached to this report as Exhibits 4.1 and 4.2, respectively, and incorporated herein by reference.

The Unsecured Notes are senior unsecured obligations of CHS/CHS and are guaranteed on a senior basis by CHS and certain of CHS/CHS's subsidiaries. The Unsecured Notes mature on February 1, 2022, and bear interest at a rate of 6.875% per annum, payable semi-annually in arrears in cash on February 1 and August 1 of each year, beginning on August 1, 2014. CHS/CHS is entitled to redeem some or all of the Unsecured Notes at any time on or after February 1, 2018 at the redemption prices set forth in the Unsecured Indenture. In addition, prior to February 1, 2018, CHS/CHS may redeem some or all of the Unsecured Notes at a price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, plus a "make whole" premium, as set forth in the Unsecured Indenture. CHS/CHS is entitled to redeem up to 40% of the aggregate principal amount of the Unsecured Notes until February 1, 2017 with the net proceeds from certain equity offerings at the redemption price set forth in the Unsecured Indenture. The Unsecured Indenture also contains covenants that, among other things, subject to various qualifications and exceptions, limit the ability of CHS/CHS, and certain of its subsidiaries to: incur or guarantee additional indebtedness; pay dividends or make other restricted payments; make certain investments; create or incur certain liens; sell assets and subsidiary stock; transfer all or substantially all of their assets or enter into merger or consolidation transactions; and enter into transactions with affiliates. The foregoing summaries of the Unsecured Indenture and the First Supplemental Indenture to the Unsecured Indenture are not complete and each is qualified in its entirety by reference to such documents. Copies of the Unsecured Indenture and the First Supplemental Indenture to the Unsecured Indenture are attached to this report as Exhibits 4.3 and 4.4, respectively, and incorporated herein by reference.

**The Registration Rights Agreements**

On January 27, 2014, in connection with the issuance of the Notes, Escrow Sub and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, as representatives of the initial purchasers (collectively, the "Initial Purchasers") entered into (i) a Registration Rights Agreement (the "Secured Notes Registration Rights Agreement") in connection with the Secured Notes and (ii) a Registration Rights Agreement (the "Unsecured Notes Registration Rights Agreement" and, together with Secured Notes Registration Rights Agreement, the "Registration Rights Agreements") in connection with the Unsecured Notes. Also on January 27, 2014, CHS, CHS/CHS and certain of CHS/CHS's subsidiaries (the "Guarantors") entered into joinder agreements to each of the Secured Notes Registration Rights Agreement and the Unsecured Notes Registration Rights Agreement (collectively, the "Registration Rights Agreements Joinders"). The terms of the Registration Rights Agreements require CHS, CHS/CHS and the Guarantors to (i) file with the Securities and Exchange Commission (the "SEC") a registration statement with respect to an offer to exchange each series of Notes for a new issue of debt securities registered under the Securities Act of 1933 (the "Exchange Offers") with terms substantially identical to those of such series of Notes (except for provisions relating to the transfer restrictions and payment of additional interest) and use their commercially reasonable efforts to consummate, within 365 days after the closing of the Merger, the Exchange Offers, (ii) keep the Exchange Offers open for at least 30 business days (or longer if required by applicable law) and (iii) in certain circumstances, file a shelf registration statement for the resale of the Notes. If CHS, CHS/CHS and the Guarantors fail to satisfy their

registration obligations under the Registration Rights Agreements, then they will be required to pay additional interest to the holders of each series of Notes, at a rate of 0.25% for the first 90 day period after such date and thereafter it will be increased by an additional 0.25% for each subsequent 90 day period that elapses provided that the aggregate increase in such annual interest rate may in no event exceed 1.0% per annum. The foregoing summaries of the Registration Rights Agreements and the Registration Rights Agreements Joinders are not complete and each is qualified in its entirety by reference to such documents. Copies of the Secured Notes Registration Rights Agreement, the Unsecured Notes Registration Rights Agreement and each of the Registration Rights Agreement Joinders are attached to this report as Exhibits 4.5, 4.6, 4.7 and 4.8, respectively, and incorporated herein by reference.

**The Contingent Value Rights Agreement**

On January 27, 2014, in connection with its acquisition of HMA pursuant to the Merger, CHS entered into a Contingent Value Rights Agreement with American Stock Transfer & Trust Company, LLC, as trustee. The Contingent Value Rights, or CVRs, are described more fully under the caption "Description of the CVRs" in CHS's Registration Statement on Form S-4 (Registration No. 333-191339), filed with the SEC on September 25, 2013, as amended on November 18, 2013 (the "Registration Statement"), which is incorporated herein by reference.

References to, and descriptions of, the Contingent Value Rights Agreement as set forth herein are not intended to be complete and are qualified in their entirety by the full text of the Contingent Value Rights Agreement, a copy of which is attached to this report as Exhibit 10.3 and is incorporated herein by reference.

**Item 2.01 Completion of Acquisition or Disposition of Assets.**

On January 27, 2014, CHS completed its previously announced acquisition of HMA through the Merger. At the effective time of the Merger (the "Effective Time"), each share of class A common stock, par value $0.01 per share, of HMA (the "HMA Common Stock") issued and outstanding immediately prior to the Effective Time (other than shares of HMA Common Stock owned by CHS, Merger Sub or HMA or any of their respective wholly-owned subsidiaries, and other than shares of HMA Common Stock, if any, as to which dissenters' rights have been properly exercised) was cancelled and converted into the right to receive, upon the terms and subject to the conditions set forth in the Merger Agreement, (i) $10.50 in cash, without interest, (ii) 0.06942 of a share of common stock, par value $0.01 per share, of CHS and (iii) one CVR issued by CHS subject to and in accordance with the Contingent Value Rights Agreement described in Item 1.01 above.

Pursuant to the Merger Agreement, CHS paid approximately $2.78 billion in cash and issued 18,364,420 shares of CHS Common Stock and 264,544,053 CVRs to former holders of HMA Common Stock in the Merger.

The foregoing description of the Merger Agreement and the Merger is not complete and is qualified in its entirety by reference to the full text of the Merger Agreement, as amended by the Amendment and Consent to Agreement and Plan of Merger, dated as of September 24, 2013, by and among HMA, CHS, and Merger Sub, copies of which are attached to this report as Exhibits 2.1 and 2.2, respectively, and incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant** .

In connection with the consummation of the Merger, a total of 264,544,053 CVRs were issued by CHS. The CVRs trade on the NASDAQ Global Market under the symbol "CYHHZ." The information set forth in Item 1.01 above is incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure.**

On January 27, 2014, CHS issued a press release announcing the consummation of the Merger. A copy of the press release is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

**(a) Financial Statements of Business Acquired.**

CHS intends to file the financial statements of HMA required by Item 9.01(a) as an amendment to this Current Report on Form 8-K not later than 71 days after the date of this Current Report on Form 8-K is required to be filed.

**(b) Pro Forma Financial Information.**

The pro forma financial information required by Item 9.01(b) was previously reported in CHS's Current Report on Form 8-K filed with the SEC on January 10, 2014 and is incorporated herein by reference.

**(d) Exhibits.**

| Exhibit No. | Description of Exhibit |
|---|---|
| 2.1 | Agreement and Plan of Merger, dated as of July 29, 2013, by and among Health Management Associates, Inc., Community Health Systems, Inc. and FWCT-2 Acquisition Corporation (incorporated herein by reference to Exhibit 2.1 to CHS's Current Report on Form 8-K filed with the SEC on July 30, 2013). |
| 2.2 | Amendment and Consent to Agreement and Plan of Merger, dated as of September 24, 2013, by and among Health Management Associates, Inc., Community Health Systems, Inc. and FWCT-2 Acquisition Corporation (incorporated herein by reference to Exhibit 2.1 to CHS's Current Report on Form 8-K filed with the SEC on September 25, 2013). |
| 4.1 | Secured Indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation, Regions Bank, as trustee, and Credit Suisse AG, as collateral agent. |
| 4.2 | First Supplemental Indenture, dated as of January 27, 2014, to the Secured Indenture dated, dated as of January 27, 2014, by and among CHS/Community Health Systems, Inc., the guarantors party thereto, Regions Bank, as trustee, and Credit Suisse AG, as collateral agent. |
| 4.3 | Unsecured Indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation and Regions Bank, as trustee. |
| 4.4 | First Supplemental Indenture, dated as of January 27, 2014, to the Unsecured Indenture, dated as of January 27, 2014, by and among by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as trustee. |

| | |
|---|---|
| 4.5 | Secured Notes Registration Rights Agreement, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, each as a representative of the initial purchasers. |
| 4.6 | Unsecured Notes Registration Rights Agreement, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, each as a representative of the initial purchasers. |
| 4.7 | Secured Notes Registration Rights Agreement Joinder, dated as of January 27, 2014, by and among CHS/Community Health Systems, Inc., the subsidiaries party thereto, and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, each as a representative of the initial purchasers thereto. |
| 4.8 | Unsecured Notes Registration Rights Agreement Joinder, dated as of January 27, 2014, by and among CHS/Community Health Systems, Inc., the subsidiaries party thereto, and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, each as a representative of the initial purchasers. |
| 10.1 | Third Amendment and Restatement Agreement, dated as of January 27, 2014, to the Credit Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010 and as of February 2, 2012, among CHS/Community Health Systems, Inc., Community Health Systems, Inc., the subsidiaries of CHS/Community Health Systems, Inc. party thereto, the lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent. |
| 10.2 | Third Amended and Restated Credit Agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010, February 2, 2012 and January 27, 2014, among CHS/Community Health Systems, Inc., Community Health Systems, Inc., the lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent. |
| 10.3 | Contingent Value Rights Agreement, dated as of January 27, 2014, by and between Community Health Systems, Inc. and American Stock Transfer & Trust Company, LLC, as trustee. |
| 99.1 | Press Release of Community Health Systems, Inc., dated January 27, 2014. |

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

COMMUNITY HEALTH SYSTEMS, INC.
(Registrant)

Date: January 27, 2014

By: /s/ Wayne T. Smith
Wayne T. Smith
Chairman of the Board and Chief Executive Officer
(principal executive officer)

By: /s/ W. Larry Cash
W. Larry Cash
President of Financial Services, Chief
Financial Officer and Director
(principal financial officer)

## EXHIBIT INDEX

| Exhibit No. | Description of Exhibit |
|---|---|
| 2.1 | Agreement and Plan of Merger, dated as of July 29, 2013, by and among Health Management Associates, Inc., Community Health Systems, Inc. and FWCT-2 Acquisition Corporation (incorporated herein by reference to Exhibit 2.1 to CHS's Current Report on Form 8-K filed with the SEC on July 30, 2013). |
| 2.2 | Amendment and Consent to Agreement and Plan of Merger, dated as of September 24, 2013, by and among Health Management Associates, Inc., Community Health Systems, Inc. and FWCT-2 Acquisition Corporation (incorporated herein by reference to Exhibit 2.1 to CHS's Current Report on Form 8-K filed with the SEC on September 25, 2013). |
| 4.1 | Secured Indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation, Regions Bank, as trustee, and Credit Suisse AG, as collateral agent. |
| 4.2 | First Supplemental Indenture, dated as of January 27, 2014, to the Secured Indenture dated, dated as of January 27, 2014, by and among CHS/Community Health Systems, Inc., the guarantors party thereto, Regions Bank, as trustee, and Credit Suisse AG, as collateral agent. |
| 4.3 | Unsecured Indenture, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation and Regions Bank, as trustee. |
| 4.4 | First Supplemental Indenture, dated as of January 27, 2014, to the Unsecured Indenture, dated as of January 27, 2014, by and among by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as trustee. |
| 4.5 | Secured Notes Registration Rights Agreement, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, each as a representative of the initial purchasers. |
| 4.6 | Unsecured Notes Registration Rights Agreement, dated as of January 27, 2014, by and among FWCT-2 Escrow Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, each as a representative of the initial purchasers. |
| 4.7 | Secured Notes Registration Rights Agreement Joinder, dated as of January 27, 2014, by and among CHS/Community Health Systems, Inc., the subsidiaries party thereto, and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, each as a representative of the initial purchasers thereto. |
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| 10.1 | Third Amendment and Restatement Agreement, dated as of January 27, 2014, to the Credit Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010 and as of February 2, 2012, among CHS/Community Health Systems, Inc., Community Health Systems, Inc., the subsidiaries of CHS/Community Health Systems, Inc. party thereto, the lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent. |
| 10.2 | Third Amended and Restated Credit Agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010, February 2, 2012 and January 27, 2014, among CHS/Community Health Systems, Inc., Community Health Systems, Inc., the lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent. |
| 10.3 | Contingent Value Rights Agreement, dated as of January 27, 2014, by and between Community Health Systems, Inc. and American Stock Transfer & Trust Company, LLC, as trustee. |
| 99.1 | Press Release of Community Health Systems, Inc., dated January 27, 2014. |

**Exhibit 4.1**

FWCT-2 ESCROW CORPORATION,
as Issuer

the GUARANTORS party hereto,

REGIONS BANK,
as Trustee

AND

CREDIT SUISSE AG, as Collateral Agent,

5.125% Senior Secured Notes due 2021

INDENTURE

Dated as of January 27, 2014

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LEGAL DEFEASANCE AND COVENANT DEFEASANCE



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ARTICLE XII

COLLATERAL AND SECURITY

ARTICLE XIII

MISCELLANEOUS

CROSS-REFERENCE TABLE

| Trust Indenture Act Section | | **Indenture Section** |
|---|---|---|
| 310 | (a)(1) | **7.10** |
| | (a)(2) | **7.10** |
| | (a)(3) | **N.A.** |
| | (a)(4) | **N.A.** |
| | (a)(5) | **7.10** |
| | (b) | **7.3; 7.8; 7.10** |
| 311 | (a) | **7.11** |
| | (b) | **7.11** |
| 312 | (a) | **2.5** |
| | (b) | **13.3** |
| | (c) | **13.3** |
| 313 | (a) | **7.6** |
| | (b)(1) | **7.6** |
| | (b)(2) | **7.6** |
| | (c) | **7.6** |
| | (d) | **7.6** |
| 314 | (a) | **3.10; 3.15; 13.5** |
| | (b) | **N.A.** |
| | (c)(1) | **2.2; 13.4** |
| | (c)(2) | **2.2; 13.4** |
| | (c)(3) | **N.A.** |
| | (d) | **N.A.** |
| | (e) | **13.5** |
| 315 | (a) | **7.1** |
| | (b) | **7.5; 13.2** |
| | (c) | **7.1** |
| | (d) | **7.1** |
| | (e) | **6.11** |
| 316 | (a)(last sentence) | **13.6** |
| | (a)(1)(A) | **6.5** |
| | (a)(1)(B) | **6.4** |
| | (a)(2) | **N.A.** |
| | (b) | **6.7** |
| | (c) | **N.A.** |
| 317 | (a)(1) | **6.8** |
| | (a)(2) | **6.9** |
| | (b) | **2.4** |
| 318 | (a) | **13.1** |

N.A. means not applicable.

Note: This Cross-Reference Table shall not, for any purpose, be deemed to be part of this Indenture.

INDENTURE dated as of January 27, 2014, among FWCT-2 ESCROW CORPORATION, a Delaware corporation, the Guarantors party hereto from time to time, REGIONS BANK, an Alabama banking corporation, as trustee, and CREDIT SUISSE AG.

W I T N E S S E T H:

WHEREAS, the Issuer has duly authorized the execution and delivery of this Indenture to provide for the issuance of (i) $1,000,000,000 aggregate principal amount of its 5.125% Senior Secured Notes due 2021 (the " Initial Notes"), each as issued on the date hereof, (ii) any additional Notes (the "Additional Notes") that may be issued after the Issue Date in compliance with this Indenture (other than the Exchange Notes) and (iii) its 5.125% Senior Secured Notes due 2021 to be issued pursuant to the Registration Rights Agreement (as defined herein) in exchange for any Initial Notes or Additional Notes (the "Exchange Notes," and together with the Initial Notes and any Additional Notes, the " Notes");

WHEREAS, the obligations of the Issuer with respect to the due and punctual payment of the principal of, premium, if any, and interest on all the Notes and the performance and observation of each covenant and agreement under this Indenture on the part of the Issuer to be performed or observed will be unconditionally and irrevocably guaranteed and secured by the Guarantors; and

WHEREAS, all things necessary (i) to make the Notes, when executed and duly issued by the Issuer and authenticated and delivered hereunder, the valid obligations of the Issuer and (ii) to make this Indenture a valid agreement of the Issuer have been done.

NOW, THEREFORE, in consideration of the premises and the purchase of the Notes by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders, as follows:

## ARTICLE I

## DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.1. Definitions.

"Acquired Indebtedness" means Indebtedness (1) of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary, or (2) assumed in connection with the acquisition of assets from such Person, in each case whether or not Incurred by such Person in connection with such Person becoming a Restricted Subsidiary of the Issuer or such acquisition or (3) of a Person at the time such Person merges with or into or consolidates, amalgamates or otherwise combines with the Issuer or any Restricted Subsidiary. Acquired Indebtedness shall be deemed to have been Incurred, with respect to clause (1) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary and, with respect to clause (2) of the preceding sentence, on the date of consummation of such acquisition of assets and, with respect to clause (3) of the preceding sentence, on the date of the relevant merger, consolidation or other combination.

"Acquisition" means the transactions contemplated by the Merger Agreement.

"Additional Assets" means:

(1) any property or assets (other than Capital Stock) used or to be used by the Issuer, a Restricted Subsidiary or otherwise useful in a Similar Business (it being understood that capital expenditures on property or assets already used in a Similar Business or to replace any property or assets that are the subject of such Asset Disposition shall be deemed an investment in Additional Assets);

(2) the Capital Stock of a Person that is engaged in a Similar Business and becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Issuer or a Restricted Subsidiary of the Issuer; or

(3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary of the Issuer.

"Additional First Lien Obligations" means First Lien Obligations (other than the Credit Agreement Obligations and the Obligations in respect of the Notes and the Note Guarantees) permitted to be incurred and permitted to be secured by the Collateral under this Indenture, the indenture in respect of the Existing Secured Notes, the Credit Agreement and any other then existing First Lien Debt Documents that become "Additional Obligations" under the Intercreditor Agreement.

"Additional First Lien Obligation Collateral Documents" means, in respect of any series of Additional First Lien Obligations, each agreement, instrument or other document entered into in favor of the Authorized Representative in respect of such Indebtedness or any of the other secured parties in respect thereof for purposes of securing the Obligations under such Indebtedness, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Additional First Lien Obligation Secured Parties" means (a) the holders of any Additional First Lien Obligations (including any Pari Passu Debt Obligations), (b) any Authorized Representative with respect thereto and (c) the successors and assigns of each of the foregoing.

"Additional Interest" means all additional interest then owing pursuant to the Registration Rights Agreement.

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

"Alternative Currency" means each of Euro, British Pounds Sterling, Australian Dollars, Brazilian Real, Canadian Dollars, Chinese Yuan, Danish Kroner, Egyptian Pound, Hong Kong Dollars, Indian Rupee, Indonesian Rupiah, Japanese Yen, Korean Won, Mexican Pesos, New Zealand Dollars, Russian Ruble, Singapore Dollars, Swedish Kroner, Swiss Francs and each other currency (other than United States Dollars) that is a lawful currency (other than United States Dollars) that is readily available and freely transferable and convertible into United States Dollars.

"Applicable Authorized Representative" shall have the meaning assigned to such term in the Intercreditor Agreement.

"Applicable Premium" means the greater of (A) 1.0% of the principal amount of such Note and (B) on any redemption date, the excess (to the extent positive) of:

(a) the present value at such redemption date of (i) the redemption price of such Note at February 1, 2017 (such redemption price (expressed in percentage of principal amount) being set forth in the table in Section 5.7(c) (excluding accrued but unpaid interest to the date of redemption)), plus (ii) all required interest payments due on such Note to and including such date set forth in clause (i) (excluding accrued but unpaid interest to the date of redemption), computed on the redemption date using a discount rate equal to the Applicable Treasury Rate at such redemption date plus 50 basis points; over

(b) the outstanding principal amount of such Note;

in each case, as calculated by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate.

"Applicable Treasury Rate" means the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two (2) Business Days (but not more

than five (5) Business Days) prior to the redemption date (or, if such statistical release is not so published or available, any publicly available source of similar market data selected by the Issuer in good faith)) most nearly equal to the period from the redemption date to February 1, 2017; *provided*, *however*, that if the period from the redemption date to February 1, 2017 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Applicable Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the redemption date to such applicable date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

"Asset Disposition" means:

(a) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Leaseback Transaction) of the Issuer or any of its Restricted Subsidiaries (in each case other than Capital Stock of the Issuer) (each referred to in this definition as a "disposition"); or

(b) the issuance or sale of Capital Stock of any Restricted Subsidiary (other than Preferred Stock or Disqualified Stock of Restricted Subsidiaries issued in compliance with Section 3.2 or directors' qualifying shares and shares issued to foreign nationals as required under applicable law), whether in a single transaction or a series of related transactions;

in each case, other than:

(1) a disposition by a Restricted Subsidiary to the Issuer or by the Issuer or a Restricted Subsidiary to a Restricted Subsidiary;

(2) a disposition of cash, Cash Equivalents or Investment Grade Securities;

(3) a disposition of inventory or other assets in the ordinary course of business or consistent with past practice (including allowing any registrations or any applications for registrations of any intellectual property rights to lapse or go abandoned in the ordinary course of business or consistent with past practice);

(4) a disposition of obsolete, worn out, uneconomic, damaged or surplus property, equipment or other assets or property, equipment or other assets that are no longer economically practical, or commercially desirable to maintain, used or useful in the conduct of the business of the Issuer and its Restricted Subsidiaries, whether now or hereafter owned or leased or acquired in connection with an acquisition;

(5) transactions permitted under Section 4.1 (other than clause (e) thereunder) or a transaction that constitutes a Change of Control;

(6) an issuance of Capital Stock by a Restricted Subsidiary to the Issuer or to another Restricted Subsidiary or as part of or pursuant to an equity incentive or compensation plan approved by the Board of Directors of Holdings;

(7) any dispositions of Capital Stock, properties or assets in a single transaction or series of related transactions with a fair market value (as determined in good faith by the Issuer) of less than $100,000,000;

(8) any Restricted Payment that is permitted to be made, and is made, under Section 3.3 and the making of any Permitted Payment or Permitted Investment or, solely for purposes of Section 3.5(a)(3), asset sales, the proceeds of which are used to make such Restricted Payments or Permitted Investments;

(9) dispositions consisting of Permitted Liens;

(10) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or consistent with past practice or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(11) conveyances, sales, transfers, licenses or sublicenses or other dispositions of intellectual property, software or other general intangibles and licenses, sub-licenses, leases or subleases of other property, in each case, in the ordinary course of business or consistent with past practice or pursuant to a research or development agreement in which the counterparty to such agreement receives a license to use the intellectual property or software that result from such agreement;

(12) foreclosure, condemnation or any similar action with respect to any property or other assets;

(13) the sale or discount (with or without recourse, and on customary or commercially reasonable terms and for credit management purposes) of accounts receivable or notes receivable arising in the ordinary course of business or consistent with past practice, or the conversion or exchange of accounts receivable for notes receivable;

(14) any disposition of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary;

(15) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Issuer or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired, or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(16) (i) dispositions of property to the extent that such property is exchanged for credit against the purchase price of similar replacement property that is promptly purchased, (ii) dispositions of property to the extent that the proceeds of such disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually promptly purchased) and (iii) to the extent allowable under Section 1031 of the Code, any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(17) any sale, disposition or creation of a Lien pursuant to a Qualified Receivables Transaction, or the disposition of an account receivable in connection with the collection or compromise thereof in the ordinary course of business or consistent with past practice;

(18) any financing transaction with respect to property constructed, acquired, replaced, repaired or improved (including any reconstruction, refurbishment, renovation and/or development of real property) by the Issuer or any Restricted Subsidiary after the Issue Date, including Sale and Leaseback Transactions and asset securitizations, permitted by this Indenture;

(19) dispositions of Investments in joint ventures or similar entities to the extent required by, or made pursuant to customary buy/sell arrangements between, the parties to such joint venture set forth in joint venture arrangements and similar binding arrangements;

(20) the unwinding of any Hedging Obligations pursuant to its terms;

(21) the surrender or waiver of any contractual rights and the settlement release, surrender or waiver of any contractual or other claims in each case in the ordinary course of business or consistent with past practice;

(22) any swap of assets in exchange for services or other assets in the ordinary course of business or consistent with past practice of comparable or greater value or usefulness to the business of the Issuer as determined in good faith by the Issuer;

(23) a Hospital Swap and Permitted Hospital Dispositions;

(24) long-term leases of Hospitals to another Person; *provided* that the aggregate book value of the properties subject to such leases at any one time outstanding does not exceed 10.0% of the Total Assets at the time any such lease is entered into; and

(25) the contribution or other transfer of property (including Capital Stock) to any Spinout Subsidiary in a Spinout Transaction.

"Associate" means (i) any Person engaged in a Similar Business of which the Issuer or its Restricted Subsidiaries are the legal and beneficial owners of between 20% and 50% of all outstanding Voting Stock and (ii) any joint venture entered into by the Issuer or any Restricted Subsidiary of the Issuer.

"Assumption Supplemental Indenture" means a supplemental indenture, substantially in the form as set forth in Exhibit C hereto.

"Attributable Debt" in respect of a Sale and Leaseback Transaction means, as at the time of determination, the present value (discounted at the interest rate borne by the Notes, compounded annually) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale and Leaseback Transaction (including any period for which such lease has been extended); *provided, however,* that if such Sale and Leaseback Transaction results in a Capitalized Lease Obligation, the amount of Indebtedness represented thereby shall be determined in accordance with the definition of "Capitalized Lease Obligation."

"Authorized Representative" shall have the meaning assigned to such term in the Intercreditor Agreement.

"Bankruptcy Law" means Title 11 of the United States Code or similar federal, state or foreign law for the relief of debtors.

"Board of Directors" means (1) with respect to the Issuer or any corporation, the board of directors or managers, as applicable, of the corporation, or any duly authorized committee thereof; (2) with respect to any partnership, the board of directors or other governing body of the general partner of the partnership or any duly authorized committee thereof; and (3) with respect to any other Person, the board or any duly authorized committee of such Person serving a similar function. Whenever any provision requires any action or determination to be made by, or any approval of, a Board of Directors, such action, determination or approval shall be deemed to have been taken or made if approved by a majority of the directors on any such Board of Directors (whether or not such action or approval is taken as part of a formal board meeting or as a formal board approval).

"Board Resolution" means a copy of a resolution certified by the Secretary or an Assistant Secretary of a Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect of the date of such certification, and delivered to the Trustee.

"Business Day" means each day that is not a Saturday, Sunday or other day on which banking institutions in New York, New York, United States or the jurisdiction of the place of payment are authorized or required by law to close.

"Capital Stock" of any Person means any and all shares of, rights to purchase, warrants, options or depositary receipts for, or other equivalents of or partnership or other interests in (however designated), equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

"Capitalized Lease Obligations" means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes on the basis of GAAP. The amount of Indebtedness represented by such obligation shall be the capitalized amount of such obligation at the time any determination thereof is to be made as determined on the basis of GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty. For purposes of Section 3.6, a Capitalized Lease Obligation shall be deemed to be secured by a Lien on the property being leased.

"Cash Equivalents" means:

(1) (a) United States Dollars, Euro, or any national currency of any member state of the European Union or Canada; or (b) any other foreign currency held by the Issuer and the Restricted Subsidiaries in the ordinary course of business or consistent with past practice;

(2) securities issued or directly and fully Guaranteed or insured by the United States or Canadian governments, a member state of the European Union or, in each case, or any agency or instrumentality of the foregoing ( *provided* that the full faith and credit obligation of such country or such member state is pledged in support thereof), having maturities of not more than two years from the date of acquisition;

(3) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one year from the date of acquisition thereof issued by any lender or by any bank or trust company (a) whose commercial paper is rated at least "A-2" or the equivalent thereof by S&P or at least "P-2" or the equivalent thereof by Moody's (or if at the time neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization) or (b) (in the event that the bank or trust company does not have commercial paper which is rated) having combined capital and surplus in excess of $100,000,000;

(4) repurchase obligations for underlying securities of the types described in clauses (2), (3) and (7) of this definition entered into with any bank meeting the qualifications specified in clause (3) of this definition;

(5) commercial paper rated at least (i) "A-1" or higher by S&P or "P-1" or higher by Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) maturing within two years after the date of creation thereof or (ii) "A-2" or higher by S&P or "P-2" or higher by Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) maturing within one year after the date of creation thereof, or, in each case, if no rating is available in respect of the commercial paper, the issuer of which has an equivalent rating in respect of its long-term debt;

(6) marketable short-term money market and similar securities having a rating of at least "P-2" or "A-2" from either S&P or Moody's, respectively (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) and in each case maturing within 24 months after the date of creation or acquisition thereof;

(7) readily marketable direct obligations issued by any state, commonwealth or territory of the United States of America or any political subdivision, taxing authority or public instrumentality thereof, in each case, having one of the two highest ratings categories by S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of not more than two years from the date of acquisition;

(8) readily marketable direct obligations issued by any foreign government or any political subdivision, taxing authority or public instrumentality thereof, in each case, having one of the two highest ratings categories obtainable by S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of not more than two years from the date of acquisition;

(9) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated within the three highest ratings categories by S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer);

(10) with respect to any Foreign Subsidiary: (i) obligations of the national government of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within one year after the date of investment therein, (ii) certificates of deposit of, bankers acceptance of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-1" or the equivalent thereof or from Moody's is at least "P-1" or the equivalent thereof (any such bank being an "Approved Foreign Bank"), and in each case with maturities of not more than 270 days from the date of acquisition and (iii) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank;

(11) Indebtedness or Preferred Stock issued by Persons with a rating of (i) "A" or higher from S&P or "A-2" or higher from Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of 24 months or less from the date of acquisition, or (ii) "A-" or higher from S&P or "A-3" or higher from Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of 12 months or less from the date of acquisition;

(12) bills of exchange issued in the United States, Canada, a member state of the European Union or Japan eligible for rediscount at the relevant central bank and accepted by a bank (or any dematerialized equivalent);

(13) Cash Equivalents or instruments similar to those referred to in clauses (1) through (12) above denominated in Dollars or any Alternative Currency;

(14) interests in any investment company, money market, enhanced high yield fund or other investment fund which invests 90% or more of its assets in instruments of the types specified in clauses (1) through (13) above; and

(15) for purposes of clause (2) of the definition of "Asset Disposition," any marketable securities portfolio owned by the Issuer and its Subsidiaries on the Issue Date.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clause (1) above; *provided* that such amounts are converted into any currency listed in clause (1) of this definition as promptly as practicable and in any event within ten (10) Business Days following the receipt of such amounts.

"Cash Management Services" means any one or more of the following types of services or facilities: (a) automated clearing house transfers and transactions, (b) cash management services, including controlled disbursement services, treasury, depository, overdraft, credit or debit card, stored value card, electronic funds transfer services, (c) foreign exchange facilities, deposit and other accounts and merchant services and(d) services and facilities substantially similar to the foregoing.

"Change of Control" means:

(1) the Issuer becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) any "person" or "group" of related persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Issue Date) becoming the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Issue Date), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Issuer or Holdings (other than a transaction following which holders of securities that represented 100% of the Voting Stock of Holdings or the Issuer, as applicable, immediately prior to such transaction (or other securities into which such securities are converted as part of such transaction) own, directly or indirectly, at a least a majority of the voting power of the Voting Stock of the surviving Person in such transaction immediately after such transaction); or

(2) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries taken as a whole to a Person, other than a Restricted Subsidiary.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collateral" means all assets and properties subject to Liens created pursuant to any Notes Collateral Document to secure the Obligations in respect of the Notes (including the Note Guarantees), the Notes Collateral Documents and this Indenture.

"Collateral Agent" means Credit Suisse AG in its capacity as "Collateral Agent" under this Indenture and under the Collateral Documents or any successor or assign thereto in such capacity.

"Collateral Agreement" means the Amended and Restated Guarantee and Collateral Agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010, as amended as of August 17, 2012, by and among Holdings, the Issuer, certain of its Subsidiaries identified therein as guarantors and Credit Suisse AG, as the Collateral Agent, together with the documents related thereto (including the supplements thereto and certificates delivered thereunder designating indebtedness and other obligations as "Pari Passu Debt Obligations" thereunder), as amended, restated, supplemented or otherwise modified from time to time.

"Collateral Documents" means, collectively, the Notes Collateral Documents, the Credit Agreement Collateral Documents, the Existing Secured Notes Collateral Documents and the Additional First Lien Obligation Collateral Documents.

"Consolidated Depreciation and Amortization Expense" means, with respect to any Person for any period, the total amount of depreciation and amortization expense, including amortization or write-off of (i) intangibles and non-cash organization costs, (ii) deferred financing fees or debt issuance costs and (iii) the amortization of original issue discount resulting from the issuance of Indebtedness at less than par, of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP (but excluding amortization of prepaid cash expenses that were paid in a prior period); and any non-cash write-down of assets or asset value carried on the balance sheet (other than in respect of current assets).

"Consolidated EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(1) increased (without duplication) by:

(a) provision for taxes based on income or profits or capital, including, without limitation, federal, state, provincial, local, foreign, unitary, excise, property, franchise and similar taxes and foreign withholding and similar taxes (including any penalties and interest) of such Person paid or accrued during such period, including any penalties and interest relating to any tax examinations, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(b) Fixed Charges of such Person for such period (including (x) net losses on any Hedging Obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, (y) bank fees and (z) costs of surety bonds in connection with financing activities, plus amounts excluded from the definition of "Consolidated Interest Expense" pursuant to clauses (u) through (z) in clause (1) thereof), to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(c) Consolidated Depreciation and Amortization Expense of such Person for such period, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(d) (x) Transaction Expenses and (y) any fees, costs, expenses or charges (other than Consolidated Depreciation and Amortization Expense) related to any actual, proposed or contemplated issuance or registration (actual or proposed) of any Equity Offering, Permitted Investment, acquisition, disposition, recapitalization, or the incurrence or registration (actual or proposed) of Indebtedness (including a refinancing thereof) (in each case, whether or not consummated or successful), including (i) such fees, expenses or charges related to the offering of the Notes, the Credit Agreement, any other Credit Facilities and any fees related to a Qualified Receivables Transaction, and (ii) any amendment, waiver, consent or other modification of the Notes, the Credit Agreement, any other Credit Facilities and any fees related to a Qualified Receivables Transaction, in each case, whether or not consummated or successful, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(e) the amount of any restructuring charge, reserve, integration cost, or other business optimization expense or cost (including charges directly related to implementation of cost-savings initiatives) to the extent the same were deducted (and not added back) in computing such Consolidated Net Income, including, without limitation, any one time costs Incurred in connection with acquisitions or divestitures after the Issue Date, those related to severance, retention, signing bonuses, relocation, recruiting and other employee related costs, future lease commitments and costs related to the opening and closure and/or consolidation of facilities and to exiting lines of business; *plus*

(f) any other non-cash charges, write-downs, expenses, losses or items reducing such Consolidated Net Income including any impairment charges or the impact of purchase accounting; *provided* that if any non-cash charge or other item referred to in this clause (f) represents and accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA in such future period to such extent paid; *plus*

(g) [reserved];

(h) the amount of "run-rate" cost savings, operating expense reductions, other operating improvements and initiatives and synergies projected by the Issuer in good faith to result

from actions taken or to be taken prior to or during such period in connection with the Transactions or any other acquisition or disposition by such Person or any of its Restricted Subsidiaries (calculated on a pro forma basis as though such cost savings, operating expense reductions, other operating improvements and initiatives and synergies had been realized on the first day of such period), net of the amount of actual benefits realized prior to or during such period from such actions and net of the incremental expense incurred or to be incurred during such period in order to achieve such cost savings or other benefits referred to above; *provided* that (x) such cost savings are reasonably identifiable, reasonably attributable to the actions specified and reasonably anticipated to result from such actions and (y) such actions have been taken or are to be taken within twelve (12) months after the consummation of the acquisition or disposition which is expected to result in such cost savings or other benefits referred to above; *provided* that the aggregate amount added back pursuant to this clause (h) shall not for any four fiscal quarter period exceed an amount equal to 10% of Consolidated EBITDA for such four fiscal quarter period (and such determination shall be made after giving effect to any adjustment pursuant to this clause (h)); *plus*

(i) any costs or expense incurred by the Issuer or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such cost or expenses are funded with cash proceeds contributed to the capital of the Issuer or Net Cash Proceeds of an issuance of Capital Stock (other than Disqualified Stock) of the Issuer, solely to the extent that such Net Cash Proceeds are excluded from the calculation set forth under Section 3.3(a)(iii), to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(j) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not included in Consolidated EBITDA in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to clause (2) below for any previous period and not added back; *plus*

(k) any net loss included in the consolidated financial statements due to the application of Financial Accounting Standards No. 160 "Non-controlling Interests in Consolidated Financial Statements" ("FAS 160") (Accounting Standard Codification Topic 810) to the deconsolidation of a Subsidiary, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income *; plus*

(l) realized foreign exchange losses resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Issuer and its Restricted Subsidiaries, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(m) upfront fees or charges arising from any Qualified Receivables Transaction for such period, and any other amounts for such period comparable to or in the nature of interest under any Qualified Receivables Transaction, and losses on dispositions or sale of assets in connection with any Qualified Receivables Transaction for such period, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income;

(2) decreased (without duplication) by an amount which in the determination of such Consolidated Net Income has been included for:

(a) non-cash items increasing such Consolidated Net Income (other than the accrual of revenue in the ordinary course of business), excluding (i) any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period and (ii) any non-cash gains in respect of which cash was actually received in a prior period so long as such cash did not increase Consolidated EBITDA in such prior period; *plus*

(b) realized foreign exchange income or gains resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Issuer and its Restricted Subsidiaries; *plus*

(c) any net income included in the consolidated financial statements due to the application of FAS 160 (Accounting Standards Codification Topic 810) to the deconsolidation of a Subsidiary; and

(3) increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of Accounting Standards Codification Topic 460 or any comparable regulation.

"Consolidated Interest Expense" means, with respect to any Person for any period, without duplication, the sum of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, including (a) amortization of original issue discount or premium resulting from the issuance of Indebtedness at less than par, (b) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers acceptances or any similar facilities or similar financing and hedging agreements, (c) non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of any Hedging Obligations or other derivative instruments pursuant to GAAP), (d) the interest component of Capitalized Lease Obligations or any deferred payment obligations, (e) net payments, if any, pursuant to interest rate Hedging Obligations with respect to Indebtedness and (f) interest accruing on any Indebtedness of any other Person to the extent such Indebtedness is Guaranteed by (or secured by the assets of) such Person or any of its Restricted Subsidiaries, and excluding (t) penalties and interest relating to taxes, (u) accretion or accrual of discounted liabilities other than Indebtedness, (v) any expense resulting from the discounting of any Indebtedness in connection with the application of purchase accounting in connection with any acquisition, (w) any fees related to a Qualified Receivables Transaction, (x) amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses, (y) any expensing of bridge, commitment and other financing fees and (z) imputed interest with respect to Indebtedness of any parent of such Person appearing upon the balance sheet of such Person solely by reason of purchase accounting under GAAP; *plus*

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; *less*

(3) interest income for such period.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

"Consolidated Net Income" means, with respect to any Person, for any period, the net income (loss) of such Person and its Restricted Subsidiaries for such period determined on a consolidated basis on the basis of GAAP; *provided*, *however*, that there shall not be included in such Consolidated Net Income (without duplication):

(1) any net income (loss) of any Person if such Person is not a Restricted Subsidiary, except that any equity in the net income of any such Person for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed by such Person during such period to the Issuer or a Restricted Subsidiary as a dividend or other distribution or return on investment (subject, in the case of a dividend or other distribution or return on investment to the Issuer or a Restricted Subsidiary, to the limitations contained in clause (2) below);

(2) solely for the purpose of determining the amount available for Restricted Payments under Section 3.3(a)(iii)(A) hereof, any net income (loss) of any Restricted Subsidiary (other than the Guarantors) if such Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the

making of distributions by such Restricted Subsidiary, directly or indirectly, to the Issuer or a Guarantor by operation of the terms of such Restricted Subsidiary's charter or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable to such Restricted Subsidiary or its shareholders (other than (a) restrictions that have been waived or otherwise released, (b) restrictions pursuant to the Credit Agreement, the Notes, or this Indenture, and (c) restrictions specified in Section 3.4(b)(13)(i)), except that the Issuer's equity in the net income of any such Restricted Subsidiary for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that could have been distributed by such Restricted Subsidiary during such period to the Issuer or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend to another Restricted Subsidiary, to the limitation contained in this clause);

(3) any net gain (or loss) realized upon the sale or other disposition of any asset or disposed operations of the Issuer or any Restricted Subsidiaries (including pursuant to any Sale and Leaseback Transaction), which is not sold or otherwise disposed of in the ordinary course of business or consistent with past practice (as determined in good faith by the Issuer);

(4) any extraordinary, exceptional, unusual or nonrecurring gain, loss, income, charge or expense (including relating to (i) the Transaction Expenses, (ii) payments made in respect of litigation that was pending against HMA or any of its Subsidiaries prior to the Issue Date and (iii) costs and expenses incurred in connection with Permitted Hospital Dispositions);

(5) the cumulative effect of a change in accounting principles;

(6) any (i) non-cash compensation charge or expense arising from any grant of stock, stock options or other equity based awards and any non-cash deemed finance charges in respect of any pension liabilities or other retiree provisions or on the revaluation of any benefit plan obligation and (ii) income (loss) attributable to deferred compensation plans or trusts shall be excluded;

(7) all deferred financing costs written off or amortized and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness and any net gain (loss) from any write-off or forgiveness of Indebtedness;

(8) any unrealized gains or losses in respect of any Hedging Obligations or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of any Hedging Obligations;

(9) any unrealized foreign currency translation or transaction gains or losses in respect of Indebtedness of any Person denominated in a currency other than the functional currency of such Person and any unrealized foreign exchange gains or losses relating to translation of assets and liabilities denominated in foreign currencies;

(10) any unrealized foreign currency translation or transaction gains or losses in respect of Indebtedness or other obligations of the Issuer or any Restricted Subsidiary owing to the Issuer or any Restricted Subsidiary;

(11) any purchase accounting effects, including, without limitation, adjustments to inventory, property and equipment, software and other intangible assets and deferred revenue in component amounts required or permitted by GAAP and related authoritative pronouncements (including the effects of such adjustments pushed down to the Issuer and the Restricted Subsidiaries), as a result of any consummated acquisition, or the amortization or write-off of any amounts thereof (including any write-off of in process research and development);

(12) any non-cash impairment charge, write-down or write-off, including without limitation, impairment charges, write-downs or write-offs relating to goodwill, intangible assets, long-lived assets, investments in debt and equity securities, in accordance with GAAP or as a result of a change in law or regulation;

(13) any after-tax effect of income (loss) from the early extinguishment or cancellation of Indebtedness or any Hedging Obligations or other derivative instruments;

(14) accruals and reserves that are established within twelve (12) months after the Issue Date that are so required to be established as a result of the Transactions in accordance with GAAP;

(15) any net unrealized gains and losses resulting from Hedging Obligations or embedded derivatives that require similar accounting treatment and the application of Accounting Standards Codification Topic 815 and related pronouncements;

(16) any deferred tax expense associated with tax deductions or net operating losses arising as a result of the Transactions, or the release of any valuation allowance related to such item;

(17) non-cash charges and gains resulting from the application of Financial Accounting Standards No. 141R (Accounting Standards Codification Topic 805) (including with respect to earn-outs Incurred by the Issuer or any of its Restricted Subsidiaries);

(18) the amount of any expense to the extent a corresponding amount is received in cash by the Issuer and the Restricted Subsidiaries from a Person other than the Issuer or any Restricted Subsidiaries; *provided* such payment has not been included in determining Consolidated Net Income (it being understood that if the amounts received in cash under any such agreement in any period exceed the amount of expense in respect of such period, such excess amounts received may be carried forward and applied against expense in future periods);

(19) any net gain (or loss) from discontinued operations and any net gain (or loss) on disposal of discontinued operations; and

(20) any charges and gains in respect of those certain contingent value rights issued as part of the merger consideration in the Acquisition.

In addition, to the extent not already excluded in the Consolidated Net Income of such Person and its Restricted Subsidiaries, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall exclude (i) any expenses and charges that are reimbursed by indemnification or other reimbursement provisions, or so long as the Issuer has made a determination that there exists reasonable evidence that such amount shall in fact be indemnified or reimbursed (and such amount is in fact reimbursed within 365 days of the date of such charge or payment (with a deduction for any amount so added back to the extent not so reimbursed within such 365 days)), in connection with any investment or any sale, conveyance, transfer or other disposition of assets permitted hereunder, (ii) to the extent covered by insurance and actually reimbursed, or, so long as the Issuer has made a determination that there exists reasonable evidence that such amount shall in fact be reimbursed by the insurer and such amount is (A) not denied by the applicable carrier in writing within 180 days and (B) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within 365 days), expenses with respect to liability or casualty events or business interruption, (iii) any expenses and charges to the extent paid for, or so long as the Issuer has made a determination that there exists reasonable evidence that such amount shall in fact be reimbursed by (and such amount is in fact reimbursed within 365 days of the date of such payment (with a deduction for any amount so added back to the extent not so reimbursed within 365 days)), any third party other than such Person or any of its Restricted Subsidiaries and (iv) solely for the purpose of determining the amount available for Restricted Payments under Section 3.3(a)(iii)(A), any repurchase, redemption, sale or other disposition of Restricted Investments or any sale of stock of or distribution, dividend or asset transfer from an Unrestricted Subsidiary, in each case to the extent any of the foregoing increase the amount of Restricted Payments permitted under Section 3.3(a)(iii)(D) or Section 3.3(a)(iii)(E).

"Consolidated Total Indebtedness" means, as of any date of determination, (a) the aggregate principal amount of Indebtedness for borrowed money (other than letters of credit and bankers' acceptances, except to the extent of unreimbursed amounts thereunder, Indebtedness with respect to Cash Management Services, Hedging Obligations entered into in the ordinary course of business or consistent with past practice and not for speculative purposes and intercompany indebtedness, but including the Receivables Transaction Amount in respect of any Qualified Receivables Transaction) of the Issuer and its Restricted Subsidiaries outstanding on such date minus (b) the aggregate amount, not to exceed $250,000,000, of unrestricted cash and Cash Equivalents included in the consolidated balance sheet of the Issuer and its Restricted Subsidiaries as of the end of the most recent fiscal period for which internal financial statements of the Issuer are available (with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio" (and with the proceeds of any Secured Indebtedness being incurred at the time of determination being excluded from unrestricted cash and Cash Equivalents to the extent such proceeds would otherwise be included as such) and as determined in good faith by the Issuer).

"Consolidated Total Leverage Ratio" means, with respect to any Person as of any date of determination, the ratio of (x) Consolidated Total Indebtedness as of such date to (y) the aggregate amount of Consolidated EBITDA for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of the Issuer are available, in each case with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio."

"Consolidated Total Secured Leverage Ratio" means, with respect to any Person as of any date of determination, the ratio of (x) Consolidated Total Indebtedness secured by a Lien as of such date to (y) the aggregate amount of Consolidated EBITDA for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of the Issuer are available, in each case with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio."

"Contingent Obligations" means, with respect to any Person, any obligation of such Person guaranteeing in any manner, whether directly or indirectly, any operating lease, dividend or other obligation that does not constitute Indebtedness (" primary obligations") of any other Person (the "primary obligor"), including any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor;

(2) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation; or

(b) to maintain the working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"Corporate Trust Office" means the office of the Trustee at the address specified in Section 13.2 or such other address as to which the Trustee may give notice to the Holders and the Issuer.

"Credit Agreement" means the Credit Agreement, originally dated as of July 25, 2007, by and among, Holdings, the Issuer, the guarantors from time to time party thereto and Credit Suisse, as administrative agent and collateral agent, and each lender from time to time party thereto, together with the related documents thereto (including the revolving loans thereunder, any letters of credit and reimbursement obligations related thereto, any Guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit

applications and other Guarantees, pledges, agreements, security agreements and collateral documents), as amended, extended, renewed, restated, refunded, replaced, refinanced, supplemented, modified or otherwise changed (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time, and any one or more additional agreements (and related documents) governing Indebtedness, including indentures, incurred to refinance, substitute, supplement, replace or add to (including increasing the amount available for borrowing or adding or removing any Person as a borrower, issuer or guarantor thereunder) in whole or in part, the borrowings and commitments then outstanding or permitted to be outstanding under (or otherwise incurred in compliance with) such Credit Agreement (whether documented in the agreement for such Credit Agreement or in a separate written instrument) or one or more successors to the Credit Agreement or one or more new credit agreements.

"Credit Agreement Administrative Agent" means, at any time, the administrative agent in respect of the Credit Agreement at such time.

"Credit Agreement Collateral Documents" means the Collateral Agreement, the Intercreditor Agreement, the intellectual property security agreements, the mortgages and each other agreement, instrument or other document entered into in favor of the Collateral Agent or any of the other Credit Agreement Secured Parties for purposes of securing the Credit Agreement Obligations (including the guarantees under the Collateral Agreement), as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Credit Agreement Obligations" means (a) the due and punctual payment of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the loans under the Credit Agreement, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Issuer under the Credit Agreement in respect of any letter of credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (iii) all other monetary obligations of the Issuer to any of the Credit Agreement Secured Parties under the Credit Agreement and each of the other loan documents in respect thereof, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of the Issuer under or pursuant to the Credit Agreement and each of the other loan documents in respect thereof, (c) the due and punctual payment and performance of all the obligations of Holdings and each other Subsidiary of Holdings under or pursuant to the Collateral Agreement and each of the other loan documents in respect of the Credit Agreement and (d) the due and punctual payment and performance of all obligations of Holdings and each Subsidiary of Holdings under each hedging agreement or cash management arrangement that (i) was in effect on July 25, 2007 with a counterparty that is, or is an Affiliate of, the Credit Agreement Administrative Agent or a lender thereunder as of July 25, 2007 or (ii) is entered into after July 25, 2007 with any counterparty that is, or is an Affiliate of, the Credit Agreement Administrative Agent or a lender at the time such hedging agreement or cash management arrangement is entered into; *provided, however,* that the aggregate amount of obligations under cash management arrangements that shall constitute "Credit Agreement Obligations" shall not exceed $200,000,000 at any time.

"Credit Agreement Secured Parties" means (a) the holders of Credit Agreement Obligations, (b) the Authorized Representatives with respect thereto and (c) the successors and assigns of each of the foregoing.

"Credit Facility" means, with respect to the Issuer or any of its Subsidiaries, one or more debt facilities, indentures or other arrangements (including the Credit Agreement or commercial paper facilities and overdraft facilities) with banks, other financial institutions or investors providing for revolving credit loans, term loans, notes, receivables financing (including through the sale of receivables to such institutions or to special purpose entities formed to borrow from such institutions against such receivables), letters of credit or other Indebtedness, in each case, as amended, restated, modified, renewed, refunded, replaced, restructured, refinanced, repaid, increased or extended in whole or in part from time to time (and whether in whole or in part and whether or not with the original administrative agent and lenders or another administrative agent or agents or other banks or institutions and whether provided under the original Credit Agreement or one or more other credit or other agreements, indentures, financing agreements or otherwise) and in each case including all agreements, instruments and documents executed and

delivered pursuant to or in connection with the foregoing (including any notes, any letters of credit and reimbursement obligations related thereto, any Guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other Guarantees, pledges, agreements, security agreements and collateral documents). Without limiting the generality of the foregoing, the term "Credit Facility" shall include any agreement or instrument (1) changing the maturity of any Indebtedness Incurred thereunder or contemplated thereby, (2) adding Subsidiaries of the Issuer as additional borrowers or guarantors thereunder, (3) increasing the amount of Indebtedness Incurred thereunder or available to be borrowed thereunder or (4) otherwise altering the terms and conditions thereof.

"Custodian" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default; *provided* that any Default that results solely from the taking of an action that would have been permitted but for the continuation of a previous Default shall be deemed to be cured if such previous Default is cured prior to becoming an Event of Default.

"Definitive Notes" means certificated Notes.

"Depositary" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.3 as the Depositary with respect to the Notes, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provision of this Indenture.

"Designated Non-Cash Consideration" means the fair market value (as determined in good faith by the Issuer) of non-cash consideration received by the Issuer or one of its Restricted Subsidiaries in connection with an Asset Disposition that is so designated as Designated Non-Cash Consideration pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration. A particular item of Designated Non-Cash Consideration shall no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with Section 3.5.

"Designated Preferred Stock" means, with respect to the Issuer, Preferred Stock (other than Disqualified Stock) (a) that is issued for cash (other than to the Issuer or a Subsidiary of the Issuer or an employee stock ownership plan or trust established by the Issuer or any such Subsidiary for the benefit of their employees to the extent funded by the Issuer or such Subsidiary) and (b) that is designated as "Designated Preferred Stock" pursuant to an Officer's Certificate of the Issuer at or prior to the issuance thereof, the Net Cash Proceeds of which are excluded from the calculation set forth in Section 3.3(a)(iii)(B).

"Designation Certificate" means the certificate contemplated by Section 7.09(c) of the Collateral Agreement, substantially in the form attached as Exhibit F of the Purchase Agreement.

"Disinterested Director" means, with respect to any Affiliate Transaction, a member of the Board of Directors of Holdings having no material direct or indirect financial interest in or with respect to such Affiliate Transaction. A member of the Board of Directors of Holdings shall be deemed not to have such a financial interest by reason of such member's holding Capital Stock of Holdings or any options, warrants or other rights in respect of such Capital Stock.

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event:

(1) matures or is mandatorily redeemable for cash or in exchange for Indebtedness pursuant to a sinking fund obligation or otherwise; or

(2) is or may become (in accordance with its terms) upon the occurrence of certain events or otherwise redeemable or repurchasable for cash or in exchange for Indebtedness at the option of the holder of the Capital Stock in whole or in part,

in each case on or prior to the earlier of (a) the Stated Maturity of the Notes or (b) the date on which there are no Notes outstanding; *provided*, *however*, that (i) only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock and (ii) any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Issuer to repurchase such Capital Stock upon the occurrence of a change of control or asset sale (howsoever defined or referred to) shall not constitute Disqualified Stock if any such redemption or repurchase obligation is subject to compliance by the relevant Person with Section 3.3; *provided*, *further*, that if such Capital Stock is issued to any plan for the benefit of employees of the Issuer or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Issuer or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"Domestic Subsidiary" means, with respect to any Person, any Restricted Subsidiary of such Person other than a Foreign Subsidiary.

"DTC" means The Depository Trust Company or any successor securities clearing agency.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any person, and any option, warrant or other right entitling the holder thereof to purchase or otherwise acquire any such equity interest.

"Equity Offering" means (x) a sale of Capital Stock of the Issuer (other than Disqualified Stock or Designated Preferred Stock) other than offerings registered on Form S-8 (or any successor form) under the Securities Act or any similar offering in other jurisdictions, or (y) the sale of Capital Stock or other securities of Holdings, the proceeds of which are contributed to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock or through an Excluded Contribution) of the Issuer or any of its Restricted Subsidiaries.

"Escrow Merger" means the merger of the Issuer with and into Finco on the Escrow Release Date.

"Euro" means the single currency of participating member states of the economic and monetary union as contemplated in the Treaty on European Union.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

"Exchange Notes" means any notes issued hereunder in exchange for Notes pursuant to the Registration Rights Agreement or similar agreement.

"Excluded Assets" means the assets and property described in Section 3.01 and Section 4.01 of the Collateral Agreement as not forming part of the Collateral.

"Excluded Contribution" means Net Cash Proceeds or property or assets received by the Issuer as capital contributions to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock) of the Issuer after the Issue Date or from the issuance or sale (other than to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Issuer or any Subsidiary of the Issuer for the benefit of their employees to the extent funded by the Issuer or any Restricted Subsidiary) of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) of the Issuer, in each case, to the extent designated as an Excluded Contribution pursuant to an Officer's Certificate of the Issuer.

"Excluded Stock Collateral" means any Equity Interests which, if part of the Collateral securing the Notes or the Note Guarantees, would require the Issuer to file separate financial statements for any Subsidiary with the SEC.

"Existing Secured Notes" means the $1,600,000,000 aggregate principal amount of 5.125% senior secured notes due 2018 issued by Finco on August 17, 2012.

"Existing Secured Notes Collateral Documents" means the Collateral Agreement, the Intercreditor Agreement, the intellectual property security agreements, the mortgages and each other agreement, instrument or other document entered into in favor of the Collateral Agent or any other Existing Secured Notes Secured Party for purposes of securing the Obligations in respect of the Existing Secured Notes (including the guarantees thereof), the Existing Secured Notes Collateral Documents and the indenture governing the Existing Secured Notes, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Existing Secured Notes Secured Parties" means (a) the holders of the Obligations in respect of the Existing Secured Notes, (b) the Authorized Representatives with respect thereto and (c) the successors and assigns of each of the foregoing.

"fair market value" may be conclusively established by means of an Officer's Certificate or resolutions of the Board of Directors of the Issuer setting out such fair market value as determined by such Officer or such Board of Directors in good faith.

"Finco" means CHS/Community Health Systems, Inc., a Delaware corporation, or any successor thereto.

"First Lien" means the liens on the Collateral in favor of the Secured Parties under the Collateral Documents.

"First Lien Debt Documents" means, with respect to any class of First Lien Obligations, the promissory notes, indentures, Collateral Documents or other operative agreements evidencing or governing such First Lien Obligations, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"First Lien Obligations" means the Obligations in respect of the Notes (including the Note Guarantees), the Notes Collateral Documents and this Indenture, the Credit Agreement Obligations, the Obligations in respect of the Existing Secured Notes (including the guarantees in respect thereof) and any Additional First Lien Obligations secured by the Collateral on a *pari passu* basis (but without regard to control of remedies) with the Notes; *provided, however*, that (i) such indebtedness is permitted to be incurred, secured and guaranteed on such basis by each First Lien Debt Document and (ii) in the case of any First Lien Obligations incurred after the Issue Date, the Authorized Representative for the holders of such indebtedness will have become party to the Intercreditor Agreement.

"Fitch" means Fitch Ratings, Inc. or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"Fixed Charge Coverage Ratio" means, with respect to any Person on any determination date, the ratio of Consolidated EBITDA of such Person for the most recent four consecutive fiscal quarters ending immediately prior to such determination date for which internal consolidated financial statements are available to the Fixed Charges of such Person for such four consecutive fiscal quarters. In the event that the Issuer or any Restricted Subsidiary Incurs, assumes, Guarantees, redeems, defeases, retires or extinguishes any Indebtedness (other than Indebtedness incurred under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) or issues or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "Fixed Charge Coverage Ratio Calculation Date"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such Incurrence, assumption, Guarantee, redemption, defeasance, retirement or extinguishment of Indebtedness, or such issuance or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period; *provided*, *however*, that the pro forma calculation shall not give effect to any Indebtedness Incurred on such determination date pursuant to Section 3.2(b).

For purposes of making the computation referred to above, any Investments, acquisitions, dispositions, mergers, consolidations and disposed operations that have been made by the Issuer or any of its Restricted Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Fixed Charge Coverage Ratio Calculation Date shall be calculated on a pro forma basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations and disposed or discontinued operations (and the change in any associated fixed charge obligations and the change in Consolidated EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any of its Restricted Subsidiaries since the beginning of such period shall have made any Investment, acquisition, disposition, merger, consolidation or disposed or discontinued operation that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect thereto for such period as if such Investment, acquisition, disposition, merger, consolidation or disposed operation had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever pro forma effect is to be given to a transaction, the pro forma calculations shall be made in good faith by a responsible financial or chief accounting officer of the Issuer (including with respect to cost savings; *provided* that (x) such cost savings are reasonably identifiable, reasonably attributable to the action specified and reasonably anticipated to result from such actions and (y) such actions have been taken or initiated and the benefits resulting therefrom are anticipated by the Issuer to be realized within twelve (12) months). If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Fixed Charge Coverage Ratio Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed with a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen as the Issuer may designate.

"Fixed Charges" means, with respect to any Person for any period, the sum of:

(1) Consolidated Interest Expense of such Person for such period;

(2) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock of any Subsidiary of such Person during such period; and

(3) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock during such period.

"Foreign Subsidiary" means, with respect to any Person, (i) any Subsidiary of such Person that is not organized or existing under the laws of the United States, any state thereof or the District of Columbia, and any Subsidiary of such Subsidiary and (ii) any Subsidiary of such Person that otherwise would be a Domestic Subsidiary substantially all of whose assets consist of Capital Stock and/or indebtedness of one or more Foreign Subsidiaries and any other assets incidental thereto.

"GAAP" means generally accepted accounting principles in the United States of America as in effect on the date of any calculation or determination required hereunder. Except as otherwise set forth in this Indenture, all ratios and calculations based on GAAP contained in this Indenture shall be computed in accordance with GAAP as in effect on the Issue Date. At any time after the Issue Date, the Issuer may elect to establish that GAAP shall mean the GAAP as in effect on or prior to the date of such election; *provided*, *however,* that any such election, once made, shall be irrevocable. At any time after the Issue Date, the Issuer may elect to apply IFRS accounting principles in

lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS (except as otherwise provided in this Indenture), including as to the ability of the Issuer to make an election pursuant to the previous sentence; *provided* that any such election, once made, shall be irrevocable; *provided*, *however*, that any calculation or determination in this Indenture that require the application of GAAP for periods that include fiscal quarters ended prior to the Issuer's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP; *provided*, *further*, that the Issuer may only make such election if it also elects to report any subsequent financial reports required to be made by the Issuer or Holdings, including pursuant to Section 13 or Section 15(d) of the Exchange Act and Section 3.10, in IFRS. The Issuer shall give notice of any such election made in accordance with this definition to the Trustee and the Holders.

"Governmental Authority" means any nation, sovereign or government, any state, province, territory or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank, stock exchange or other entity or authority exercising executive, legislative, judicial, taxing, regulatory, self-regulatory or administrative powers or functions of or pertaining to government.

"Grantor" means any entity that pledges Collateral.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person, including any such obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise); or

(2) entered into primarily for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part);

*provided*, *however*, that the term "Guarantee" shall not include (x) endorsements for collection or deposit in the ordinary course of business or consistent with past practice and (y) standard contractual indemnities or product warranties provided in the ordinary course of business; *provided*, *further*, that the amount of any Guarantee shall be deemed to be the lower of (i) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made and (ii) the maximum amount for which such guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Guarantee or, if such Guarantee is not an unconditional guarantee of the entire amount of the primary obligation and such maximum amount is not stated or determinable, the amount of such guaranteeing Person's maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith. The term "Guarantee" used as a verb has a corresponding meaning.

"Guarantor" means, on or after the Issue Date, Holdings and any Restricted Subsidiary that Guarantees the Notes by execution and delivery to the Trustee and the Collateral Agent of the Assumption Supplemental Indenture (if on the Escrow Release Date) or a supplemental indenture substantially in the form of Exhibit D (if thereafter), until such Guarantee is released in accordance with the terms of this Indenture.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, commodity swap agreement, commodity cap agreement, commodity collar agreement, foreign exchange contracts, currency swap agreement or similar agreement providing for the transfer or mitigation of interest rate, commodity price or currency risks either generally or under specific contingencies.

"HMA" means Health Management Associates, Inc., a Delaware corporation, and its successors.

"Holder" means each Person in whose name the Notes are registered on the Registrar's books, which shall initially be the respective nominee of DTC.

"Holdings" means Community Health Systems, Inc., a Delaware corporation, or any successor thereto.

"Hospital" means a hospital, outpatient clinic, outpatient surgical center, long-term care facility, medical office building or other facility or business that is used or useful in or related to the provision of healthcare services.

"Hospital Swap" means an exchange of assets and, to the extent necessary to equalize the value of the assets being exchanged, cash by the Issuer or a Restricted Subsidiary for one or more Hospitals and/or one or more Similar Businesses, or for 100% of the Capital Stock of any Person owning or operating one or more Hospitals and/or one or more Similar Businesses; *provided* that cash does not exceed 30% of the sum of the amount of the cash and the fair market value of the Capital Stock or assets received or given by the Issuer or a Restricted Subsidiary in such transaction. Notwithstanding the foregoing, the Issuer and its Restricted Subsidiaries may consummate two Hospital Swaps in any 12-month period without regard to the requirements of the proviso in the previous sentence.

"IAI" means an institution that is an "accredited investor" as that term is defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act.

"IFRS" means International Financial Reporting standards, as adopted in the European Union.

"Immaterial Subsidiary" means, at any date of determination, each Restricted Subsidiary of the Issuer that (i) has not guaranteed any other Indebtedness of the Issuer or any Subsidiary Guarantor and (ii) has Total Assets together with all other Immaterial Subsidiaries (other than Foreign Subsidiaries and Unrestricted Subsidiaries) (as determined in accordance with GAAP) and Consolidated EBITDA together with all other Immaterial Subsidiaries of less than 5.0% of the Issuer's Total Assets and Consolidated EBITDA (measured, in the case of Total Assets, at the end of the most recent fiscal period for which internal financial statements are available and, in the case of Consolidated EBITDA, for the most recently ended four consecutive fiscal quarters ended for which internal consolidated financial statements are available, in each case measured on a pro forma basis giving effect to any acquisitions or dispositions of companies, divisions or lines of business since such balance sheet date or the start of such four quarter period, as applicable).

"Incur" means issue, create, assume, enter into any Guarantee of, incur, extend or otherwise become liable for; *provided*, *however*, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing and any Indebtedness pursuant to any revolving credit or similar facility shall only be "Incurred" at the time any funds are borrowed thereunder.

"Indebtedness" means, with respect to any Person on any date of determination (without duplication) to the extent, except with respect to clauses (6), (7) and (9) below, such obligation should appear as a liability or otherwise on the balance sheet of such Person in accordance with GAAP:

(1) the principal of indebtedness of such Person for borrowed money;

(2) the principal of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all reimbursement obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments (the amount of such obligations being equal at any time to the aggregate then undrawn and unexpired amount of such letters of credit or other instruments plus the aggregate amount of drawings thereunder that have been reimbursed) (except to the extent such reimbursement obligations relate to trade payables and such obligations are satisfied within 30 days of Incurrence);

(4) the principal component of all obligations of such Person to pay the deferred and unpaid purchase price of property (except trade payables), which purchase price is due more than one year after the date of placing such property in service or taking final delivery and title thereto;

(5) Capitalized Lease Obligations of such Person and all Attributable Debt in respect of Sale and Leaseback Transactions entered into by such Person;

(6) the principal component of all obligations, or liquidation preference, of such Person with respect to any Disqualified Stock or, with respect to any Restricted Subsidiary, any Preferred Stock (but excluding, in each case, any accrued dividends);

(7) the principal component of all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided*, *however*, that the amount of such Indebtedness shall be the lesser of (a) the fair market value of such asset at such date of determination (as determined in good faith by the Issuer) and (b) the amount of such Indebtedness of such other Persons;

(8) Guarantees by such Person of the principal component of Indebtedness of other Persons to the extent Guaranteed by such Person;

(9) the Receivables Transaction Amount in respect of any Qualified Receivables Transaction; and

(10) to the extent not otherwise included in this definition, net obligations of such Person under Hedging Obligations (the amount of any such obligations to be equal at any time to the net payments under such agreement or arrangement giving rise to such obligation that would be payable by such Person at the termination of such agreement or arrangement).

The term "Indebtedness" shall not include any lease, concession or license of property (or Guarantee thereof) which would be considered an operating lease under GAAP as in effect on the Issue Date, any prepayments of deposits received from clients or customers in the ordinary course of business or consistent with past practice, obligations under any license, permit or other approval (or Guarantees given in respect of such obligations) Incurred prior to the Issue Date or in the ordinary course of business or consistent with past practice.

The amount of Indebtedness of any Person at any time in the case of a revolving credit or similar facility shall be the total amount of funds borrowed and then outstanding. The amount of any Indebtedness outstanding as of any date shall be (a) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (b) the principal amount of Indebtedness, or liquidation preference thereof, in the case of any other Indebtedness.

Notwithstanding the above provisions, in no event shall the following constitute Indebtedness:

(i) Contingent Obligations Incurred in the ordinary course of business or consistent with past practice, and the contingent value rights issued in connection with the Acquisition;

(ii) Cash Management Services;

(iii) in connection with the purchase by the Issuer or any Restricted Subsidiary of any business, any post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided*, *however*, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid in a timely manner;

(iv) for the avoidance of doubt, any obligations in respect of workers' compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage Taxes; or

(v) Capital Stock (other than Disqualified Stock or Preferred Stock of a Restricted Subsidiary).

"Indenture" means this Indenture as amended or supplemented from time to time.

"Independent Financial Advisor" means an investment banking or accounting firm of international standing or any third party appraiser of international standing; *provided*, *however*, that such firm or appraiser is not an Affiliate of the Issuer.

"Initial Purchasers" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, Credit Suisse Securities (USA) LLC, Citigroup Global Markets Inc., Goldman, Sachs & Co., J.P. Morgan Securities LLC, RBC Capital Markets, LLC, SunTrust Robinson Humphrey, Inc., UBS Securities LLC, Wells Fargo Securities, LLC, BBVA Securities Inc., Credit Agricole Securities (USA) Inc., Deutsche Bank Securities Inc., Fifth Third Securities, Inc., Mitsubishi UFJ Securities (USA), Inc. and Scotia Capital (USA) Inc.

"Intercreditor Agreement" means the first lien intercreditor agreement dated as of the August 17, 2012, among the Collateral Agent, the Trustee, the Credit Agreement Administrative Agent and the trustee under the indenture governing the Existing Secured Notes and the Authorized Representatives of any other series of Additional First Lien Obligations from time to time party thereto, as such agreement shall be amended, restated or otherwise modified from time to time.

"Investment" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of any direct or indirect advance, loan or other extensions of credit (other than advances or extensions of credit to customers, suppliers, directors, officers or employees of any Person in the ordinary course of business or consistent with past practice, and excluding any debt or extension of credit represented by a bank deposit other than a time deposit) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or the Incurrence of a Guarantee of any obligation of, or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such other Persons and all other items that are or would be classified as investments on a balance sheet prepared on the basis of GAAP; *provided*, *however*, that endorsements of negotiable instruments and documents in the ordinary course of business or consistent with past practice shall not be deemed to be an Investment. If the Issuer or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Issuer or any Restricted Subsidiary in such Person remaining after giving effect thereto shall be deemed to be a new Investment at such time.

For purposes of Sections 3.3 and 3.18:

(1) "Investment" shall include the portion (proportionate to the Issuer's equity interest in a Restricted Subsidiary to be designated as an Unrestricted Subsidiary) of the fair market value of the net assets of such Restricted Subsidiary of the Issuer at the time that such Restricted Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Issuer shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to (a) the Issuer's "Investment" in such Subsidiary at the time of such redesignation less (b) the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the fair market value of the net assets (as conclusively determined by the Board of Directors of the Issuer in good faith) of such Subsidiary at the time that such Subsidiary is so re-designated a Restricted Subsidiary; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Board of Directors of the Issuer.

"Investment Grade Securities" means:

(1) securities issued or directly and fully Guaranteed or insured by the United States or Canadian government or any agency or instrumentality thereof (other than Cash Equivalents);

(2) securities issued or directly and fully guaranteed or insured by a member of the European Union, or any agency or instrumentality thereof (other than Cash Equivalents);

(3) debt securities or debt instruments with a rating of "A—" or higher from S&P or "A3" or higher by Moody's or the equivalent of such rating by such rating organization or, if no rating of Moody's or S&P then exists, the equivalent of such rating by any other Nationally Recognized Statistical Ratings Organization, but excluding any debt securities or instruments constituting loans or advances among the Issuer and its Subsidiaries; and

(4) investments in any fund that invests exclusively in investments of the type described in clauses (1), (2) and (3) above which fund may also hold cash and Cash Equivalents pending investment or distribution.

"Investment Grade Status" shall occur when the Notes receive two of the following:

(1) a rating of "BBB-" or higher from S&P;

(2) a rating of "Baa3" or higher from Moody's; or

(3) a rating of "BBB-" or higher from Fitch;

or the equivalent of such rating by either such rating organization or, if no rating of Moody's or S&P then exists, the equivalent of such rating by any other Nationally Recognized Statistical Ratings Organization.

"Issue Date" means January 27, 2014.

"Issuer", prior to the Escrow Merger, means FWCT-2 Escrow Corporation, a Delaware corporation, and after the Escrow Merger shall mean Finco.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof).

"Management Advances" means loans or advances made to, or Guarantees with respect to loans or advances made to, directors, officers, employees or consultants of any Parent Entity, the Issuer or any Restricted Subsidiary:

(1) (a) in respect of travel, entertainment or moving related expenses Incurred in the ordinary course of business or consistent with past practice, (b) for purposes of funding any such person's purchase of Capital Stock (or similar obligations) of the Issuer, its Subsidiaries or any Parent Entity with (in the case of this sub-clause (b)) the approval of the Board of Directors of Holdings or (c) in respect of moving related expenses Incurred in connection with any closing or consolidation of any facility or office; and

(2) not exceeding $50,000,000 in the aggregate outstanding at any time.

"Merger" means the merger of FWCT-2 Acquisition Corporation with and into HMA, as provided for under the Merger Agreement.

"Merger Agreement" means the Agreement and Plan of Merger, dated as of July 29, 2013, as it has and may further be amended from time to time prior to the Issue Date, by and among HMA, the Parent Entity and FWCT-2 Acquisition Corporation.

"Moody's" means Moody's Investors Service, Inc. or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"Mortgaged Properties" means, at any time, those certain parcels of real property owned by Holdings or any of its Subsidiaries that at such time is subject to a mortgage Lien to secure Credit Agreement Obligations.

"Nationally Recognized Statistical Rating Organization" means a nationally recognized statistical rating organization within the meaning of Rule 436 under the Securities Act.

"Net Available Cash" from an Asset Disposition means cash payments received (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and net proceeds from the sale or other disposition of any securities received as consideration, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring person of Indebtedness or other obligations relating to the properties or assets that are the subject of such Asset Disposition or received in any other non-cash form) therefrom, in each case net of:

(1) all legal, accounting, investment banking, title and recording tax expenses, commissions and other fees and expenses Incurred, and all Taxes paid, reasonably estimated to be actually payable or accrued as a liability under GAAP (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to the Issuer and after taking into account any available tax credits or deductions and any tax sharing agreements), as a consequence of such Asset Disposition;

(2) all payments made on any Indebtedness which is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon such assets, or which by applicable law must be repaid out of the proceeds from such Asset Disposition;

(3) all distributions and other payments required to be made to minority interest holders (other than any Parent Entity, the Issuer or any of its respective Subsidiaries) in Subsidiaries or joint ventures as a result of such Asset Disposition; and

(4) the deduction of appropriate amounts required to be provided by the seller as a reserve, on the basis of GAAP, against any liabilities associated with the assets disposed of in such Asset Disposition and retained by the Issuer or any Restricted Subsidiary after such Asset Disposition.

"Net Cash Proceeds," with respect to any issuance or sale of Capital Stock or Indebtedness, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees and charges actually Incurred in connection with such issuance or sale and net of Taxes paid or reasonably estimated to be actually payable as a result of such issuance or sale (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to the Issuer and after taking into account any available tax credit or deductions and any tax sharing agreements).

"Non-Guarantor" means any Restricted Subsidiary that is not a Guarantor.

"Non-Recourse Indebtedness" of a Person means Indebtedness:

(1) as to which neither the Issuer nor any Subsidiary Guarantor:

(a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness);

(b) is directly or indirectly liable as a guarantor or otherwise; or

(c) constitutes the lender; and

(2) no default with respect to which would permit upon notice, lapse of time or both any holder of any other Indebtedness of the Issuer or any Subsidiary Guarantor to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity.

"Non-U.S. Person" means a Person who is not a U.S. Person (as defined in Regulation S).

"Note Documents" means the Notes (including Additional Notes), the Note Guarantees, the Notes Collateral Documents, the Intercreditor Agreement and this Indenture.

"Notes Collateral Documents" means the Collateral Agreement, the Intercreditor Agreement, the intellectual property security agreements, the mortgages and each other agreement, instrument or other document entered into in favor of the Collateral Agent or any other Notes Secured Party for purposes of securing the Obligations in respect of the Notes (including the Note Guarantees), the Notes Collateral Documents and this Indenture, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Notes Secured Parties" means (a) the holders of Obligations in respect of the Notes (including the Note Guarantees), the Notes Collateral Documents and this Indenture, (b) the Applicable Authorized Representative with respect thereto and (c) the successors and assigns of each of the foregoing.

"Notes Custodian" means the custodian with respect to the Global Notes (as appointed by DTC), or any successor Person thereto and shall initially be the Trustee.

"Obligations" means any principal, interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Issuer or any Guarantor whether or not a claim for Post-Petition Interest is allowed in such proceedings), penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and bankers' acceptances), damages and other liabilities payable under the documentation governing any Indebtedness.

"Offering Memorandum" means the final offering memorandum dated January 15, 2014, relating to the offering by the Issuer of $1,000,000,000 aggregate principal amount of 5.125% senior secured notes due 2021 and $3,000,000,000 aggregate principal amount of 6.875% senior notes due 2022.

"Officer" means, with respect to any Person, (1) the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer, any Managing Director, or the Secretary (a) of such Person or (b) if such Person is owned or managed by a single entity, of such entity, or (2) any other individual designated as an "Officer" for the purposes of this Indenture by the Board of Directors of such Person.

"Officer's Certificate" means, with respect to any Person, a certificate signed by one Officer of such Person.

"Opinion of Counsel" means a written opinion from legal counsel reasonably satisfactory to the Trustee. The counsel may be an employee of or counsel to the Issuer, any of its Subsidiaries or the Trustee.

"Parent Entity" means Community Health Systems, Inc., a Delaware corporation, and its successors or any other direct or indirect parent of the Issuer.

"Parent Entity Expenses" means:

(1) costs (including all professional fees and expenses) Incurred by any Parent Entity in connection with reporting obligations under or otherwise Incurred in connection with compliance with

applicable laws, rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, this Indenture or any other agreement or instrument relating to Indebtedness of the Issuer or any Restricted Subsidiary, including in respect of any reports filed with respect to the Securities Act, Exchange Act or the respective rules and regulations promulgated thereunder;

(2) customary indemnification obligations of any Parent Entity owing to directors, officers, employees or other Persons under its charter or by-laws or pursuant to written agreements with any such Person to the extent relating to the Issuer and its Subsidiaries;

(3) obligations of any Parent Entity in respect of director and officer insurance (including premiums therefor) to the extent relating to the Issuer and its Subsidiaries;

(4) general corporate overhead expenses, including professional fees and expenses and other operational expenses of any Parent Entity related to the ownership or operation of the business of the Issuer or any of its Restricted Subsidiaries; and

(5) expenses Incurred by any Parent Entity in connection with any public offering or other sale of Capital Stock or Indebtedness:

(x) where the net proceeds of such offering or sale are intended to be received by or contributed to the Issuer or a Restricted Subsidiary,

(y) in a pro-rated amount of such expenses in proportion to the amount of such net proceeds intended to be so received or contributed, or

(z) otherwise on an interim basis prior to completion of such offering so long as any Parent Entity shall cause the amount of such expenses to be repaid to the Issuer or the relevant Restricted Subsidiary out of the proceeds of such offering promptly if completed.

"Pari Passu Agreement" means any indenture, credit agreement or other agreement, document or instrument, if any, pursuant to which any Grantor has or will incur, assume or otherwise become liable for, Pari Passu Debt Obligations, as the same may be amended, restated, supplemented or otherwise modified from time to time; *provided* that, in each case, the indebtedness and other obligations thereunder have been designated as Pari Passu Debt Obligations pursuant to and in accordance with the Collateral Agreement.

"Pari Passu Debt Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Grantor arising under any Pari Passu Agreement, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), in each case, that have been designated as Pari Passu Debt Obligations pursuant to and in accordance with the Collateral Agreement and that the Authorized Representative in respect thereof has become party to the Intercreditor Agreement.

"Pari Passu Secured Parties" means (a) the holders of any Pari Passu Debt Obligations, (b) any Authorized Representative with respect thereto and (c) the successors and assigns of each of the foregoing.

"Paying Agent" means any Person authorized by the Issuer to pay the principal of (and premium, if any) or interest on any Note on behalf of the Issuer.

"Permitted Asset Swap" means the concurrent purchase and sale or exchange of assets used or useful in a Similar Business or a combination of such assets and cash, Cash Equivalents between the Issuer or any of its Restricted Subsidiaries and another Person; *provided* that any cash or Cash Equivalents received in excess of the value of any cash or Cash Equivalents sold or exchanged must be applied in accordance with Section 3.5.

"Permitted Hospital Dispositions" means any disposition of Hospitals required for receipt of antitrust approval in connection with the Acquisition.

"Permitted Investment" means (in each case, by the Issuer or any of its Restricted Subsidiaries):

(1) Investments in (a) a Restricted Subsidiary (including the Capital Stock of a Restricted Subsidiary) or the Issuer or (b) a Person (including the Capital Stock of any such Person) that will, upon the making of such Investment, become a Restricted Subsidiary;

(2) Investments in another Person if such Person is engaged in any Similar Business and as a result of such Investment such other Person is merged, consolidated or otherwise combined with or into, or transfers or conveys all or substantially all its assets to, the Issuer or a Restricted Subsidiary;

(3) Investments in cash, Cash Equivalents or Investment Grade Securities;

(4) Investments in receivables owing to the Issuer or any Restricted Subsidiary created or acquired in the ordinary course of business or consistent with past practice; *provided, however,* that such trade terms may include such concessionary trade terms as the Issuer or any such Restricted Subsidiary deems reasonable under the circumstances;

(5) Investments in payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business or consistent with past practice;

(6) Management Advances;

(7) Investments received in settlement of debts created in the ordinary course of business or consistent with past practice and owing to the Issuer or any Restricted Subsidiary or in exchange for any other Investment or accounts receivable held by the Issuer or any such Restricted Subsidiary, or as a result of foreclosure, perfection or enforcement of any Lien, or in satisfaction of judgments or pursuant to any plan of reorganization or similar arrangement including upon the bankruptcy or insolvency of a debtor or otherwise with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(8) Investments made as a result of the receipt of non-cash consideration from a sale or other disposition of property or assets, including an Asset Disposition;

(9) Investments existing or pursuant to agreements or arrangements in effect on the Issue Date and any modification, replacement, renewal or extension thereof; *provided* that the amount of any such Investment may not be increased except (a) as required by the terms of such Investment as in existence on the Issue Date or (b) as otherwise permitted under this Indenture;

(10) Hedging Obligations, which transactions or obligations are Incurred in compliance with Section 3.2;

(11) pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business or consistent with past practice or Liens otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under Section 3.6;

(12) any Investment to the extent made using Capital Stock of the Issuer (other than Disqualified Stock) or Capital Stock of any Parent Entity as consideration;

(13) any transaction to the extent constituting an Investment that is permitted and made in accordance with Section 3.8(b) (except those described in Sections 3.8(b)(1), (3), (6), (7), (8), (9), (12) and (16));

(14) Investments consisting of purchases and acquisitions of inventory, supplies, materials and equipment or licenses or leases of intellectual property, in any case, in the ordinary course of business or consistent with past practice and in accordance with this Indenture;

(15) (i) Guarantees of Indebtedness not prohibited by Section 3.2 and (other than with respect to Indebtedness) guarantees, keepwells and similar arrangements in the ordinary course of business or consistent with past practice and (ii) performance guarantees with respect to obligations that are permitted by this Indenture;

(16) Investments consisting of earnest money deposits required in connection with a purchase agreement, or letter of intent, or other acquisitions to the extent not otherwise prohibited by this Indenture;

(17) Investments of a Restricted Subsidiary acquired on or after the Issue Date or of an entity merged into the Issuer or merged into or consolidated with a Restricted Subsidiary on or after the Issue Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(18) Investments consisting of licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(19) contributions to a "rabbi" trust for the benefit of employees or other grantor trust subject to claims of creditors in the case of a bankruptcy of the Issuer;

(20) Investments in joint ventures and similar entities having an aggregate fair market value, when taken together with all other Investments made pursuant to this clause that are at the time outstanding, not to exceed the greater of $1,350,000,000 and 5.0% of Total Assets at the time of such Investment (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value);

(21) additional Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (21) that are at that time outstanding, not to exceed the greater of $1,100,000,000 and 5.0% of Total Assets (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value) plus the amount of any distributions, dividends, payments or other returns in respect of such Investments (without duplication for purposes of Section 3.3 of any amounts applied pursuant to Section 3.3(a)(iii)); *provided* that if such Investment is in Capital Stock of a Person that subsequently becomes a Restricted Subsidiary, such Investment shall thereafter be deemed permitted under clause (1) or (2) above and shall not be included as having been made pursuant to this clause (21);

(22) (i) any Investment in a Receivable Subsidiary or other Person, pursuant to the terms and conditions of a Qualified Receivables Transaction and (ii) any right to receive distributions or payments of fees related to a Qualified Receivables Transaction and any right to purchase assets of a Receivables Subsidiary in connection with a Qualified Receivables Transaction;

(23) Investments in connection with the Transactions;

(24) (a) any Investment in any captive insurance subsidiary in existence on the Issue Date or (b) in the event the Issuer or a Restricted Subsidiary will establish a Subsidiary for the purpose of insuring the healthcare business or facilities owned or operated by the Issuer, any Subsidiary or any physician employed by or on the medical staff of any such business or facility (the " Insurance Subsidiary"), Investments in an amount that do not exceed 150% of the minimum amount of capital required under the laws of the jurisdiction in which the Insurance Subsidiary is formed (other than any excess capital that would result in any unfavorable tax or reimbursement impact if distributed), and any Investment by such Insurance Subsidiary that is a legal investment for an insurance company under the laws of the jurisdiction in which the Insurance Subsidiary is formed and made in the ordinary course of business or consistent with past practice and rated in one of the four highest rating categories;

(25) Physician Support Obligations made by the Issuer or any Restricted Subsidiary;

(26) Investments made in connection with Hospital Swaps;

(27) any Investment pursuant to any customary buy/sell arrangements in favor of investors or joint venture parties in connection with syndications of healthcare facilities, including, without limitation, hospitals, ambulatory surgery centers, outpatient diagnostic centers or imaging centers; and

(28) any Investment in any Subsidiary or joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business or consistent with past practice.

"Permitted Liens" means, with respect to any Person:

(1) Liens on assets or property of a Restricted Subsidiary that is not a Guarantor securing Indebtedness of any Restricted Subsidiary that is not a Guarantor;

(2) pledges, deposits or Liens under workmen's compensation laws, payroll taxes, unemployment insurance laws, social security laws or similar legislation, or insurance related obligations (including pledges or deposits securing liability to insurance carriers under insurance or self-insurance arrangements), or in connection with bids, tenders, completion guarantees, contracts (other than for borrowed money) or leases, or to secure utilities, licenses, public or statutory obligations, or to secure surety, indemnity, judgment, appeal or performance bonds, guarantees of government contracts (or other similar bonds, instruments or obligations), or as security for contested taxes or import or customs duties or for the payment of rent, or other obligations of like nature, in each case Incurred in the ordinary course of business or consistent with past practice;

(3) Liens imposed by law, including carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's, construction contractors' or other like Liens, in each case for sums not yet overdue for a period of more than 60 days or that are bonded or being contested in good faith by appropriate proceedings;

(4) Liens for Taxes which are not overdue for a period of more than 60 days or which are being contested in good faith by appropriate proceedings; *provided* that appropriate reserves required pursuant to GAAP have been made in respect thereof;

(5) encumbrances, ground leases, easements (including reciprocal easement agreements), survey exceptions, or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of the Issuer and its Restricted Subsidiaries or to the ownership of their properties which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Issuer and its Restricted Subsidiaries;

(6) Liens (a) on assets or property of the Issuer or any Restricted Subsidiary securing Hedging Obligations or Cash Management Services permitted under this Indenture; (b) that are contractual rights of set-off or, in the case of clause (i) or (ii) below, other bankers' Liens (i) relating to treasury, depository and cash management services or any automated clearing house transfers of funds in the ordinary course of business or consistent with past practice and not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business or consistent with past practice of the Issuer or any

Subsidiary or (iii) relating to purchase orders and other agreements entered into with customers of the Issuer or any Restricted Subsidiary in the ordinary course of business or consistent with past practice; (c) on cash accounts securing Indebtedness incurred under Section 3.2(b)(8)(iii) with financial institutions; (d) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business or consistent with past practice and not for speculative purposes; and/or (e) (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) arising in the ordinary course of business or consistent with past practice in connection with the maintenance of such accounts and (iii) arising under customary general terms of the account bank in relation to any bank account maintained with such bank and attaching only to such account and the products and proceeds thereof, which Liens, in any event, do not to secure any Indebtedness;

(7) leases, licenses, subleases and sublicenses of assets (including real property and intellectual property rights), in each case entered into in the ordinary course of business or consistent with past practice;

(8) Liens arising out of judgments, decrees, orders or awards not giving rise to an Event of Default so long as (a) any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree, order or award have not been finally terminated, (b) the period within which such proceedings may be initiated has not expired or (c) no more than 60 days have passed after (i) such judgment, decree, order or award has become final or (ii) such period within which such proceedings may be initiated has expired;

(9) Liens (i) on assets or property of the Issuer or any Restricted Subsidiary for the purpose of securing Capitalized Lease Obligations, Purchase Money Obligations or the payment of all or a part of the purchase price of, or securing other Indebtedness Incurred to finance or refinance the acquisition, improvement or construction of, assets or property acquired or constructed in the ordinary course of business or consistent with past practice; *provided* that (a) the aggregate principal amount of Indebtedness secured by such Liens is otherwise permitted to be Incurred under Section 3.2(b)(7) and (b) any such Liens may not extend to any assets or property of the Issuer or any Restricted Subsidiary other than assets or property acquired, improved, constructed or leased with the proceeds of such Indebtedness and any improvements or accessions to such assets and property and (ii) on any interest or title of a lessor under any Capitalized Lease Obligations or operating lease with respect to the assets or property subject to such lease;

(10) Liens arising from Uniform Commercial Code financing statement filings (or similar filings in other applicable jurisdictions) regarding operating leases entered into by the Issuer and its Restricted Subsidiaries in the ordinary course of business or consistent with past practice;

(11) Liens existing on the Issue Date, excluding Liens securing the Credit Agreement or the Existing Secured Notes;

(12) Liens on property, other assets or shares of stock of a Person at the time such Person becomes a Restricted Subsidiary (or at the time the Issuer or a Restricted Subsidiary acquires such property, other assets or shares of stock, including any acquisition by means of a merger, consolidation or other business combination transaction with or into the Issuer or any Restricted Subsidiary); *provided*, *however*, that such Liens are not created, Incurred or assumed in anticipation of or in connection with such other Person becoming a Restricted Subsidiary (or such acquisition of such property, other assets or stock); *provided*, *further*, that such Liens are limited to all or part of the same property, other assets or stock (plus improvements, accession, proceeds or dividends or distributions in connection with the original property, other assets or stock) that secured (or, under the written arrangements under which such Liens arose, could secure) the obligations to which such Liens relate;

(13) Liens on assets or property of the Issuer or any Restricted Subsidiary securing Indebtedness or other obligations of the Issuer or such Restricted Subsidiary owing to the Issuer or a Subsidiary Guarantor, or Liens in favor of the Issuer or any Subsidiary Guarantor;

(14) Liens securing Refinancing Indebtedness Incurred to refinance Indebtedness that was previously so secured, and permitted to be secured under clauses (9), (11), (12), (13), (14), (30) and (32) of this definition; *provided* that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced;

(15) (a) mortgages, liens, security interests, restrictions, encumbrances or any other matters of record that have been placed by any government, statutory or regulatory authority, developer, landlord or other third party on property over which the Issuer or any Restricted Subsidiary of the Issuer has easement rights or on any leased property and subordination or similar arrangements relating thereto and (b) any condemnation or eminent domain proceedings affecting any real property;

(16) any encumbrance or restriction (including put and call arrangements) with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(17) Liens on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;

(18) Liens arising out of conditional sale, title retention, hire purchase, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business or consistent with past practice;

(19) Liens securing Indebtedness Incurred under Credit Facilities, including any letter of credit facility relating thereto, in each case that was permitted by the terms of this Indenture to be Incurred pursuant to Section 3.2(b)(1); *provided* that in the case of Liens securing any Indebtedness constituting First Lien Obligations, the holders of such Indebtedness, or their duly appointed agent, are or will become party to the Intercreditor Agreement;

(20) Liens to secure Indebtedness of any Non-Guarantor permitted by Section 3.2(b)(11) covering only the assets of such Non-Guarantor;

(21) Liens on Capital Stock of any Unrestricted Subsidiary that secure Indebtedness of such Unrestricted Subsidiary;

(22) any security granted over the marketable securities portfolio described in clause (9) of the definition of "Cash Equivalents" in connection with the disposal thereof to a third party;

(23) Liens on specific items of inventory of other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(24) Liens on equipment of the Issuer or any Restricted Subsidiary and located on the premises of any client or supplier in the ordinary course of business or consistent with past practice;

(25) Liens on assets or securities deemed to arise in connection with and solely as a result of the execution, delivery or performance of contracts to sell such assets or securities if such sale is otherwise permitted by this Indenture;

(26) Liens arising by operation of law or contract on insurance policies and the proceeds thereof to secure premiums thereunder, and Liens, pledges and deposits in the ordinary course of business or consistent with past practice securing liability for premiums or reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefits of) insurance carriers;

(27) Liens solely on any cash earnest money deposits made in connection with any letter of intent or purchase agreement permitted under this Indenture;

(28) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Permitted Investments to be applied against the purchase price for such Investment, and (ii) consisting of an agreement to sell any property in an asset sale permitted under Section 3.5, in each case, solely to the extent such Investment or asset sale, as the case may be, would have been permitted on the date of the creation of such Lien;

(29) Liens securing Indebtedness and other obligations in an aggregate principal amount not to exceed the greater of (a) $1,100,000,000 and (b) 4.0% Total Assets at any one time outstanding;

(30) Liens Incurred to secure Obligations in respect of any Indebtedness permitted to be Incurred pursuant to Section 3.2; *provided* that at the time of Incurrence and after giving pro forma effect thereto, the Consolidated Total Secured Leverage Ratio would be no greater than 4.25 to 1.00;

(31) Liens on assets of a Receivables Subsidiary and other customary Liens established pursuant to a Qualified Receivables Transaction;

(32) Liens securing any Obligations in respect of the Notes issued on the Issue Date (and the Exchange Notes in respect of such Notes), this Indenture and the Collateral Documents to the extent related thereto, including, for the avoidance of doubt, obligations in respect of the Note Guarantees in respect thereof; or

(33) Liens on the Collateral in favor of any Collateral Agent for the benefit of the Holders relating to such Collateral Agent's administrative expenses with respect to the Collateral.

For purposes of this definition, the term "Indebtedness" shall be deemed to include interest on such Indebtedness including interest which increases the principal amount of such Indebtedness.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity.

"Physician Support Obligation" means (1) a loan to or on behalf of, or a Guarantee of Indebtedness of or income of, a physician or healthcare professional providing service to patients in the service area of a Hospital operated by the Issuer, any of its Restricted Subsidiaries or any affiliated joint venture otherwise permitted by this Indenture made or given by the Issuer or any Subsidiary of the Issuer (A) in the ordinary course of business or consistent with past practice and (B) pursuant to a written agreement having a period not to exceed five years or (2) Guarantees by the Issuer or any Restricted Subsidiary of leases and loans to acquire property (real or personal) for or on behalf of a physician or healthcare professional providing service to patients in the service area of a Hospital operated by the Issuer, any of its Restricted Subsidiaries or any affiliated joint venture otherwise permitted by this Indenture.

"Post-Petition Interest" means any interest or entitlement to fees or expenses or other charges that accrue after the commencement of any bankruptcy or insolvency proceeding, whether or not allowed or allowable as a claim in any such bankruptcy or insolvency proceeding.

"Predecessor Note" of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 2.11 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Note shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Note.

"Preferred Stock," as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"Purchase Agreement" means the Purchase Agreement, dated January 15, 2014, between the Issuer, Finco, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, relating to the issuance of the Unsecured Notes and the Initial Notes.

"Purchase Money Obligations" means any Indebtedness Incurred to finance or refinance the acquisition, leasing, construction or improvement of property (real or personal) or assets (including Capital Stock), and whether acquired through the direct acquisition of such property or assets or the acquisition of the Capital Stock of any Person owning such property or assets, or otherwise.

"QIB" means any "qualified institutional buyer" as such term is defined in Rule 144A.

"Qualified Receivables Transaction" means any transaction or series of transactions that may be entered into by the Issuer or any Restricted Subsidiary pursuant to which the Issuer or any Restricted Subsidiary may sell, convey or otherwise transfer pursuant to customary terms to a Receivables Subsidiary or any other Person or grants a security interest in, any accounts receivable (whether now existing or arising in the future) of the Issuer or any of its Restricted Subsidiaries, and any assets related thereto, including all collateral securing such accounts receivable, all contracts and all guarantees or other obligations in respect of such accounts receivable, all proceeds of such accounts receivable and other assets that are customarily transferred or in respect of which security interests are customarily granted in connection with sales, factoring or securitization transactions involving accounts receivable.

"Receivables Subsidiary" means any special purpose Wholly Owned Domestic Subsidiary of the Issuer (i) that acquires accounts receivable generated by the Issuer or any of its Subsidiaries, (ii) that engages in no operations or activities other than those related to a Qualified Receivables Transaction and (iii) except pursuant to Standard Securitization Undertakings, (x) no portion of the obligations (contingent or otherwise) of which is recourse to or obligates the Issuer or any of its Restricted Subsidiaries in any way, and (y) with which neither the Issuer nor any of its Restricted Subsidiaries has any contract, agreement, arrangement or understanding other than on terms no less favorable to the Issuer or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Issuer.

"Receivables Transaction Amount" means, with respect to any Qualified Receivables Transaction, (a) in the case of any securitization, the amount of obligations outstanding under the legal documents entered into as part of such Qualified Receivables Transaction on any date of determination that would be characterized as principal if such Qualified Receivables Transaction were structured as a secured lending transaction rather than as a purchase and (b) in the case of any other sale or factoring of accounts receivable, the cash purchase price paid by the buyer in connection with its purchase of such accounts receivable (including any bills of exchange) less the amount of collections received in respect of such accounts receivable and paid to such buyer, excluding any amounts applied to purchase fees or discount or in the nature of interest, in each case as determined in good faith and in a consistent and commercially reasonable manner by the Issuer.

"Refinance" means refinance, refund, replace, renew, repay, modify, restate, defer, substitute, supplement, reissue, resell, extend or increase (including pursuant to any defeasance or discharge mechanism) and the terms "refinances," "refinanced" and "refinancing" as used for any purpose in this Indenture shall have a correlative meaning.

"Refinancing Indebtedness" means Indebtedness that is Incurred to refund, refinance, replace, exchange, renew, repay or extend (including pursuant to any defeasance or discharge mechanism) any Indebtedness existing on the Issue Date or Incurred in compliance with this Indenture (including Indebtedness of the Issuer that refinances Indebtedness of any Restricted Subsidiary and Indebtedness of any Subsidiary Guarantor that refinances Indebtedness of the Issuer or another Restricted Subsidiary) including Indebtedness that refinances Refinancing Indebtedness; *provided*, *however*, that:

(1) (a) such Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being refinanced, (b) such Refinancing Indebtedness has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is Incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being refunded or refinanced; and (c) to the extent such Refinancing Indebtedness refinances Subordinated Indebtedness, Disqualified Stock or Preferred Stock, such Refinancing Indebtedness is Subordinated Indebtedness, Disqualified Stock or Preferred Stock;

(2) Refinancing Indebtedness shall not include:

(i) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Issuer that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or a Guarantor; or

(ii) Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary; and

(3) such Refinancing Indebtedness has an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) then outstanding (plus fees and expenses, including any premium and defeasance costs) under the Indebtedness being Refinanced.

"Registration Rights Agreement" means (i) the Registration Rights Agreement related to the Initial Notes to be dated as of the Issue Date, among the Issuer and the representatives of the Initial Purchasers, as amended or supplemented (including by the joinder of Finco and the Guarantors on the Issue Date), and (ii) any other registration rights agreement entered into in connection with the issuance of Additional Notes in a private offering by Finco after the Issue Date.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S-X" means Regulation S-X under the Securities Act.

"Related Taxes" means:

(1) any Taxes, including sales, use, transfer, rental, *ad valorem*, value added, stamp, property, consumption, franchise, license, capital, registration, business, customs, net worth, gross receipts, excise, occupancy, intangibles or similar Taxes (other than (x) Taxes measured by income and (y) withholding imposed on payments made by any Parent Entity), required to be paid ( *provided* such Taxes are in fact paid) by any Parent Entity by virtue of its:

(a) being organized or having Capital Stock outstanding (but not by virtue of owning stock or other equity interests of any corporation or other entity other than, directly or indirectly, the Issuer or any of the Issuer's Subsidiaries);

(b) being a holding company parent, directly or indirectly, of the Issuer or any of the Issuer's Subsidiaries;

(c) receiving dividends from or other distributions in respect of the Capital Stock of, directly or indirectly, the Issuer or any of the Issuer's Subsidiaries; or

(d) having made any payment in respect to any of the items for which the Issuer is permitted to make payments to any Parent Entity pursuant to Section 3.3; or

(2) if and for so long as the Issuer is a member of a group filing a consolidated or combined tax return with any Parent Entity, any Taxes measured by income for which such Parent Entity is liable up to an amount not to exceed with respect to such Taxes the amount of any such Taxes that the Issuer and its Subsidiaries would have been required to pay on a separate company basis or on a consolidated basis if the Issuer and its Subsidiaries had paid Tax on a consolidated, combined, group, affiliated or unitary basis on behalf of an affiliated group consisting only of the Issuer and its Subsidiaries.

"Restricted Investment" means any Investment other than a Permitted Investment.

"Restricted Notes" means Initial Notes and Additional Notes bearing one of the restrictive legends described in Section 2.1(d).

"Restricted Notes Legend" means, in the case of a Rule 144A Global Notes, the legend set forth in Section 2.1(d)(1), in the case of a Regulation S Global Note, the legend set forth in Section 2.1(d)(2) and, in the case of a Temporary Regulation S Global Note, the legend set forth in Section 2.1(d)(3).

"Restricted Subsidiary" means any Subsidiary of the Issuer other than an Unrestricted Subsidiary.

"RP Reference Date" means July 25, 2007.

"Rule 144" means Rule 144 under the Securities Act.

"Rule 144A" means Rule 144A under the Securities Act.

"S&P" means Standard & Poor's Investors Ratings Services or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"Sale and Leaseback Transaction" means any arrangement providing for the leasing by the Issuer or any of its Restricted Subsidiaries of any real or tangible personal property, which property has been or is to be sold or transferred by the Issuer or such Restricted Subsidiary to a third Person in contemplation of such leasing.

"SEC" means the U.S. Securities and Exchange Commission or any successor thereto.

"Secured Indebtedness" means any Indebtedness secured by a Lien other than Indebtedness with respect to Cash Management Services.

"Secured Parties" means (a) the Notes Secured Parties, (b) the Credit Agreement Secured Parties, (c) the Existing Secured Notes Secured Parties and (d) any Additional First Lien Obligation Secured Parties (including any Pari Passu Secured Parties).

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

"Senior Indebtedness" means Indebtedness of the Issuer which ranks equally in right of payment to the Notes or of any Guarantor if such Indebtedness ranks equally in right of payment to the Note Guarantee of such Guarantor.

"Significant Subsidiary" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the Issue Date.

"Similar Business" means (a) any businesses, services or activities engaged in by the Issuer or any of its Subsidiaries or any Associates on the Issue Date, including any businesses affiliated or associated with a Hospital or any business related or ancillary to the provision of healthcare services or information or the investment in, or the management, leasing or operation of, any of the foregoing, and (b) any businesses, services and activities engaged in by the Issuer or any of its Subsidiaries or any Associates that are related, complementary, incidental, ancillary or similar to any of the foregoing or are extensions or developments of any thereof.

"Spinout Subsidiary" means an Unrestricted Subsidiary that is formed for the purpose of acquiring property of Holdings, the Issuer or any Subsidiary in connection with a Spinout Transaction.

"Spinout Transaction" means the contribution or other transfer by Holdings, the Issuer or any Restricted Subsidiary of property (including Capital Stock) owned by it to any Spinout Subsidiary and the subsequent distribution of the Capital Stock of such Spinout Subsidiary to the equity holders of Holdings; *provided* that such contribution or other transfer of property to a Spinout Subsidiary is made under and permitted by Section 3.3(b)(21).

"Standard Securitization Undertakings" means all representations, warranties, covenants and indemnities entered into by the Issuer or any Restricted Subsidiary which are customary in securitization transactions involving accounts receivable.

"Stated Maturity" means, with respect to any Indebtedness, the date specified in such Indebtedness as the fixed date on which the payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision, but shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

"Subordinated Indebtedness" means, with respect to any person, any Indebtedness (whether outstanding on the Issue Date or thereafter Incurred) which is expressly subordinated in right of payment to the Notes pursuant to a written agreement.

"Subsidiary" means, with respect to any Person:

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; or

(2) any partnership, joint venture, limited liability company or similar entity of which:

(a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership interests or otherwise; and

(b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"Subsidiary Guarantor" means any Guarantor that is a Subsidiary of Finco.

"Taxes" means all present and future taxes, levies, imposts, deductions, charges, duties and withholdings and any charges of a similar nature (including interest, penalties and other liabilities with respect thereto) that are imposed by any government or other taxing authority.

"Total Assets" means, as of any date, the total consolidated assets of the Issuer and its Restricted Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of the Issuer and its Restricted Subsidiaries, determined on a pro forma basis in a manner consistent with the pro forma basis contained in the definition of Fixed Charge Coverage Ratio.

"Transaction Expenses" means any fees or expenses incurred or paid by FWCT-2 Acquisition Corporation, Holdings, the Issuer or any Restricted Subsidiary in connection with the Transactions.

"Transactions" means the transactions contemplated by the Merger Agreement, the issuance of the notes contemplated by the Offering Memorandum and borrowings under the Credit Agreement as in effect on the Issue Date.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as amended.

"Trust Officer" means, when used with respect to the Trustee, any vice president, assistant vice president, any trust officer or any other officer within the corporate trust department of the Trustee with direct responsibility for the administration of this Indenture and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of such person's knowledge of and familiarity with the particular subject.

"Trustee" means Regions Bank, an Alabama banking corporation, and any subsequent successor thereof.

"Uniform Commercial Code" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Unrestricted Subsidiary" means:

(1) any Subsidiary of the Issuer that at the time of determination is an Unrestricted Subsidiary (as designated by the Board of Directors of the Issuer in the manner provided below); and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Issuer may designate any Subsidiary of the Issuer (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger, consolidation or other business combination transaction, or Investment therein) to be an Unrestricted Subsidiary only if:

(1) such Subsidiary or any of its Subsidiaries does not own any Capital Stock or Indebtedness of, or own or hold any Lien on any property of, the Issuer or any other Subsidiary of the Issuer which is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary; and

(2) such designation and the Investment of the Issuer in such Subsidiary complies with Section 3.3.

*"*"Unsecured Notes" means the $3,000,000,000 aggregate principal amount of 6.875% senior notes due 2022 offered by the Offering Memorandum and issued on the Issue Date.

"U.S. Government Obligations" means securities that are (1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged or (2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally Guaranteed as a full faith and credit obligation of the United States of America, which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depositary receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such U.S. Government Obligations or a specific payment of principal of or interest on any such U.S. Government Obligations held by such custodian for the account of the holder of such depositary receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depositary receipt from any amount received by the custodian in respect of the U.S. Government Obligations or the specific payment of principal of or interest on the U.S. Government Obligations evidenced by such depositary receipt.

"Voting Stock" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing:

(1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment, by

(2) the sum of all such payments.

"Wholly Owned Domestic Subsidiary" means a Domestic Subsidiary of the Issuer, all of the Capital Stock of which (other than directors' qualifying shares or shares required by any applicable law or regulation to be held by a Person other than the Issuer or another Domestic Subsidiary) is owned by the Issuer or another Domestic Subsidiary.

SECTION 1.2. Other Definitions.

| Term | Defined in Section |
|---|---|
| "Acceptable Commitment" | **3.5(a)(3)(ii)** |
| "Additional Notes" | **Recitals** |
| "Additional Restricted Notes" | **2.1(b)** |
| "Affiliate Transaction" | **3.8(a)** |
| "Agent Members" | **2.1(g)(2)** |
| "Approved Foreign Bank" | **1.1** |
| "Asset Disposition Offer" | **3.5(b)** |
| "Asset Sale Payment Date" | **3.5(g)(2)** |
| "Authenticating Agent" | **2.2** |
| "Automatic Exchange" | **2.6(e)** |
| "Automatic Exchange Date" | **2.6(e)** |
| "Automatic Exchange Notice" | **2.6(e)** |
| "Automatic Exchange Notice Date" | **2.6(e)** |
| "Change of Control Offer" | **3.9(a)** |
| "Change of Control Payment" | **3.9(a)** |
| "Change of Control Payment Date" | **3.9(a)(2)** |
| "Clearstream" | **2.1(b)** |
| "Covenant Defeasance" | **8.3** |
| "Defaulted Interest" | **2.15** |
| "Defeasance Trust" | **8.4(1)** |
| "disposition" | **1.1** |

| Term | Defined in Section |
|---|---|
| "Euroclear" | **2.1(b)** |
| "Event of Default" | **6.1(a)** |
| "Excess Proceeds" | **3.5(b)** |
| "Exchange Global Note" | **2.1(b)** |
| "Exchange Notes," | **Recitals** |
| "FAS 160" | **1.1** |
| "Fixed Charge Coverage Ratio Calculation Date" | **1.1** |
| "Foreign Disposition" | **3.5(e)** |
| "Global Notes." | **2.1(b)** |
| "Guaranteed Obligations" | **10.1** |
| "HMA Mortgaged Properties" | **12.5(b)** |
| "Increased Amount" | **3.6(d)** |
| "Initial Agreement" | **3.4(b)(15)** |
| "Initial Default" | **6.2(d)** |
| "Initial Lien" | **3.6(a)** |
| "Initial Notes" | **Recitals** |
| "Institutional Accredited Investor Global Note" | **2.1(b)** |
| "Institutional Accredited Investor Notes" | **2.1(b)** |
| "Insurance Subsidiary" | **1.1** |
| "Issuer Order" | **2.2** |
| "Judgment Currency" | **13.21** |
| "Legal Defeasance" | **8.2** |
| "Legal Holiday" | **13.8** |
| "Note Guarantees" | **10.1** |
| "Notes" | **Recitals** |
| "Notes Register" | **2.3** |
| "Other Guarantee" | **10.2(b)(5)** |
| "Paying Agent" | **2.3** |
| "Permanent Regulation S Global Note" | **2.1(b)** |
| "Permitted Payments" | **3.3(b)** |
| "primary obligations" | **1.1** |
| "primary obligor" | **1.1** |
| "protected purchaser" | **2.11** |
| "Refunding Capital Stock" | **3.3(b)(2)** |

| Term | Defined in Section |
|---|---|
| "Registrar" | **2.3** |
| "Regulation S Global Note" | **2.1(b)** |
| "Regulation S Notes" | **2.1(b)** |
| "Resale Restriction Termination Date" | **2.6(b)** |
| "Restricted Global Note" | **2.6(e)** |
| "Restricted Payment" | **3.3(a)(4)** |
| "Restricted Period" | **2.1(b)** |
| "Reversion Date" | **3.17(b)** |
| "Rule 144A Global Note" | **2.1(b)** |
| "Rule 144A Notes" | **2.1(b)** |
| "Second Commitment" | **3.5(a)(3)(ii)** |
| "Special Interest Payment Date" | **2.15(a)** |
| "Special Record Date" | **2.15(a)** |
| "Successor Company" | **4.1(a)(1)** |
| "Suspended Covenants" | **3.17(a)** |
| "Suspension Period" | **3.17(b)** |
| "Temporary Regulation S Global Note" | **2.1(b)** |
| "Unrestricted Global Note" | **2.6(e)** |

SECTION 1.3. Incorporation by Reference of Trust Indenture Act. This Indenture is subject to the mandatory provisions of the Trust Indenture Act which are incorporated by reference in and made a part of this Indenture. The following Trust Indenture Act terms have the following meanings:

"Commission" means the SEC.

"indenture securities" means the Notes.

"indenture security holder" means a Holder.

"indenture to be qualified" means this Indenture.

"indenture trustee" or "institutional trustee" means the Trustee.

"obligor" on the indenture securities means the Issuer, each Guarantor and any other obligor on the indenture securities.

All other Trust Indenture Act terms used in this Indenture that are defined by the Trust Indenture Act, defined in the Trust Indenture Act by reference to another statute or defined by SEC rule have the meanings assigned to them by such definitions.

SECTION 1.4. Rules of Construction. Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) "including" means including without limitation;

(5) words in the singular include the plural and words in the plural include the singular;

(6) "will" shall be interpreted to express a command;

(7) whenever in this Indenture there is mentioned, in any context, principal, interest or any other amount payable under or with respect to any Notes, such mention shall be deemed to include mention of the payment of Additional Interest, if any, to the extent that, in such context, Additional Interest, if any, is, was or would be payable in respect thereof pursuant to the Notes; *provided*, *however*, that the Trustee shall not be deemed to have knowledge of the requirement that Additional Interest, if any, is due unless the Trustee receives written notice from the Issuer stating that such amounts are due and specifying the dollar amounts thereof;

(8) all amounts expressed in this Indenture or in any of the Notes in terms of money refer to the lawful currency of the United States of America;

(9) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision; and

(10) unless otherwise specifically indicated, the term "consolidated" with respect to any Person refers to such Person consolidated with its Restricted Subsidiaries, and excludes from such consolidation any Unrestricted Subsidiary as if such Unrestricted Subsidiary were not an Affiliate of such Person.

## ARTICLE II

## THE NOTES

SECTION 2.1. Form, Dating and Terms.

(a) The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture is unlimited. The Initial Notes issued on the date hereof shall be in an aggregate principal amount of $1,000,000,000. In addition, the Issuer may issue, from time to time in accordance with the provisions of this Indenture, Additional Notes and Exchange Notes. Furthermore, Notes may be authenticated and delivered upon registration of transfer, exchange or in lieu of, other Notes pursuant to Sections 2.2, 2.6, 2.11, 2.13, 5.6 or 9.5, in connection with an Asset Disposition Offer pursuant to Section 3.5 or in connection with a Change of Control Offer pursuant to Section 3.9.

Notwithstanding anything to the contrary contained herein, the Issuer may not issue any Additional Notes, unless such issuance is in compliance with this Indenture, including Sections 3.2 and 3.6.

With respect to any Additional Notes, the Issuer shall set forth in (1) a Board Resolution and (2) (i) an Officer's Certificate and (ii) one or more indentures supplemental hereto, the following information:

(A) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Indenture;

(B) the issue price and the issue date of such Additional Notes, including the date from which interest shall accrue; and

(C) whether such Additional Notes shall be Restricted Notes.

In authenticating and delivering Additional Notes, the Trustee shall be entitled to receive and shall be fully protected in relying upon, in addition to the Opinion of Counsel and Officer's Certificate required by Section 13.4, an Opinion of Counsel as to the due authorization, execution, delivery, validity and enforceability of such Additional Notes.

The Initial Notes, the Additional Notes and the Exchange Notes shall be considered collectively as a single class for all purposes of this Indenture; *provided* that Additional Notes and Exchange Notes will not be issued with the same CUSIP or ISIN, as applicable, as existing Notes unless such Additional Notes and Exchange Notes, as applicable, are fungible with such existing Notes for U.S. federal income tax purposes and otherwise. Holders of the Initial Notes, the Additional Notes and the Exchange Notes shall vote and consent together as one class on all matters to which such Holders are entitled to vote or consent, and none of the Holders of the Initial Notes, the Additional Notes or the Exchange Notes shall have the right to vote or consent as a separate class on any matter to which such Holders are entitled to vote or consent.

If any of the terms of any Additional Notes are established by action taken pursuant to a Board Resolution of the Issuer, a copy of an appropriate record of such action shall be certified by the Secretary or any Assistant Secretary of the Issuer and delivered to the Trustee at or prior to the delivery of the Officer's Certificate and an indenture supplemental hereto setting forth the terms of the Additional Notes.

(b) The Initial Notes are being offered and sold by the Issuer pursuant to the Purchase Agreement. The Initial Notes and any Additional Notes (if issued as Restricted Notes) (the "Additional Restricted Notes") will be resold initially only to (A) persons reasonably believed to be QIBs in reliance on Rule 144A and (B) Non-U.S. Persons in reliance on Regulation S. Such Initial Notes and Additional Restricted Notes may thereafter be transferred to, among others, QIBs, purchasers in reliance on Regulation S, and IAIs, in each case, in accordance with the procedure described herein. Additional Notes offered after the date hereof may be offered and sold by the Issuer from time to time pursuant to one or more purchase agreements or underwriting agreements, as the case may be, in accordance with applicable law.

Initial Notes and Additional Restricted Notes offered and sold to QIBs in the United States of America in reliance on Rule 144A (the " Rule 144A Notes") shall be issued in the form of a permanent global Note substantially in the form of Exhibit A, which is hereby incorporated by reference and made a part of this Indenture, including appropriate legends as set forth in Section 2.1(d) and (e) (the "Rule 144A Global Note"), deposited with the Trustee, as custodian for DTC, duly executed by the Issuer and authenticated by the Trustee as hereinafter provided. The Rule 144A Global Note may be represented by more than one certificate, if so required by DTC's rules regarding the maximum principal amount to be represented by a single certificate. The aggregate principal amount of the Rule 144A Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for DTC or its nominee, as hereinafter provided.

Initial Notes and any Additional Restricted Notes offered and sold outside the United States of America (the " Regulation S Notes") in reliance on Regulation S shall initially be issued in the form of a temporary global Note (the " Temporary Regulation S Global Note"). Beneficial interests in the Temporary Regulation S Global Note will be exchanged for beneficial interests in a corresponding permanent global Note substantially in the form of Exhibit A including appropriate legends as set forth in Section 2.1(d) and (e) (the "Permanent Regulation S Global Note" and, together with the Temporary Regulation S Global Note, each a "Regulation S Global Note") within a reasonable period after the expiration of the Restricted Period (as defined below) upon delivery of the certification contemplated by Exhibit E. Each Regulation S Global Note shall be deposited upon issuance with, or on behalf of, the Trustee as custodian for DTC in the manner described in this Article II for credit to the respective accounts of the purchasers (or to such other accounts as they may direct), including, but not limited to, accounts at Euroclear

Bank S.A./N.V. ("Euroclear") or Clearstream Banking, société anonyme ("Clearstream"). Prior to the 40th day after the later of the commencement of the offering of the Initial Notes and the Issue Date (such period through and including such 40th day, the "Restricted Period"), interests in the Temporary Regulation S Global Note may only be transferred to non-U.S. persons pursuant to Regulation S, unless exchanged for interests in a Global Note in accordance with the transfer and certification requirements described herein.

The Regulation S Global Note may be represented by more than one certificate, if so required by DTC's rules regarding the maximum principal amount to be represented by a single certificate. The aggregate principal amount of the Regulation S Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for DTC or its nominee, as hereinafter provided.

Initial Notes and Additional Restricted Notes resold to IAIs (the "Institutional Accredited Investor Notes") in the United States of America shall be issued in the form of a permanent global Note substantially in the form of Exhibit A including appropriate legends as set forth in Section 2.1(d) and (e) (the "Institutional Accredited Investor Global Note") deposited with the Trustee, as custodian for DTC, duly executed by the Issuer and authenticated by the Trustee as hereinafter provided. The Institutional Accredited Investor Global Note may be represented by more than one certificate, if so required by DTC's rules regarding the maximum principal amount to be represented by a single certificate. The aggregate principal amount of the Institutional Accredited Investor Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for DTC or its nominee, as hereinafter provided.

Exchange Notes exchanged for interests in the Rule 144A Notes, the Regulation S Notes, and the Institutional Accredited Investor Notes will be issued in the form of a permanent global Note, substantially in the form of Exhibit B, which is hereby incorporated by reference and made a part of this Indenture, deposited with the Trustee as hereinafter provided, including the appropriate legend set forth in Section 2.1(e) (the "Exchange Global Note"). The Exchange Global Note will be deposited upon issuance with, or on behalf of, the Trustee as custodian for DTC, duly executed by the Issuer and authenticated by the Trustee as hereinafter provided. The Exchange Global Note may be represented by more than one certificate, if so required by DTC's rules regarding the maximum principal amount to be represented by a single certificate.

The Rule 144A Global Note, the Regulation S Global Note, the Institutional Accredited Investor Global Note and the Exchange Global Note are sometimes collectively herein referred to as the "Global Notes."

The principal of (and premium, if any) and interest on the Notes shall be payable at the office or agency of the Paying Agent designated by the Issuer and maintained for such purpose (which shall initially be the office of the Trustee maintained for such purpose), or at such other office or agency of the Issuer as may be maintained for such purpose pursuant to Section 2.3; *provided*, *however*, that, at the option of the Paying Agent, each installment of interest may be paid by (i) check mailed to addresses of the Persons entitled thereto as such addresses shall appear on the Notes Register or (ii) wire transfer to an account located in the United States maintained by the payee, subject to the last sentence of this paragraph. Payments in respect of Notes represented by a Global Note (including principal, premium, if any, and interest) will be made by wire transfer of immediately available funds to the accounts specified by DTC. Payments in respect of Notes represented by Definitive Notes (including principal, premium, if any, and interest) held by a Holder of at least $1,000,000 aggregate principal amount of Notes represented by Definitive Notes will be made by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than fifteen (15) days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion).

The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage, in addition to those set forth on Exhibit A and Exhibit B and in Section 2.1(d) and (e). The Issuer shall approve any notation, endorsement or legend on the Notes. Each Note shall be dated the date of its authentication. The terms of the Notes set forth in Exhibit A and Exhibit B are part of the terms of this Indenture and, to the extent applicable, the Issuer, the Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to be bound by such terms.

(c) Denominations. The Notes shall be in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

(d) Restrictive Legends. Unless and until (i) an Initial Note or an Additional Note issued as a Restricted Note is sold under an effective registration statement, (ii) an Initial Note or an Additional Note issued as a Restricted Note is exchanged for an Exchange Note in connection with an effective registration statement, in each case pursuant to the Registration Rights Agreement or a similar agreement, or (iii) the Trustee receives an Opinion of Counsel reasonably satisfactory to it stating that neither such legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act:

(1) the Rule 144A Global Note and the Institutional Accredited Investor Global Note shall bear the following legend on the face thereof:

THIS NOTE (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THIS NOTE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THE HOLDER OF THIS NOTE AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS NOTE MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) IN THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (II) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE SECURITIES ACT, (III) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (IV) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (I) THROUGH (IV) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE.

(2) the Regulation S Global Note shall bear the following legend on the face thereof:

THIS NOTE (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION ORIGINALLY EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT.

(3) the Temporary Regulation S Global Note shall bear the following legend on the face thereof:

THIS SECURITY IS A TEMPORARY REGULATION S GLOBAL NOTE. PRIOR TO THE EXPIRATION OF THE RESTRICTED PERIOD APPLICABLE HERETO, BENEFICIAL INTERESTS HEREIN MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. BENEFICIAL INTERESTS HEREIN ARE NOT EXCHANGEABLE FOR DEFINITIVE NOTES OTHER THAN A PERMANENT REGULATION S GLOBAL NOTE IN ACCORDANCE WITH THE TERMS OF THE INDENTURE.

(e) Global Note Legend. Each Global Note, whether or not an Initial Note, shall bear the following legend on the face thereof:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

(f) [Reserved].

(g) Book-Entry Provisions. (i) This Section 2.1(g) shall apply only to Global Notes deposited with the Trustee, as custodian for DTC.

(1) Each Global Note initially shall (x) be registered in the name of DTC or the nominee of DTC, (y) be delivered to the Notes Custodian for DTC and (z) bear the applicable legends as set forth in Section 2.1(e). Transfers of a Global Note (but not a beneficial interest therein) will be limited to transfers thereof in whole, but not in part, to DTC, its successors or its respective nominees, except as set forth in Section 2.1(g)(4) and Section 2.1(h). If a beneficial interest in a Global Note is transferred or exchanged for a beneficial interest in another Global Note, the Notes Custodian will (x) record a decrease in the principal amount of the Global Note being transferred or exchanged equal to the principal amount of such transfer or exchange and (y) record a like increase in the principal amount of the other Global Note. Any beneficial interest in one Global Note that is transferred to a Person who takes delivery in the form of an interest in another Global Note, or exchanged for an interest in another Global Note, will, upon transfer or exchange, cease to be an interest in such Global Note and become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer and exchange restrictions, if any, and other procedures applicable to beneficial interests in such other Global Note for as long as it remains such an interest.

(2) Members of, or participants in, DTC ("Agent Members") shall have no rights under this Indenture with respect to any Global Note held on their behalf by DTC or by the Notes Custodian as the custodian of DTC or under such Global Note, and DTC may be treated by the Issuer, the Trustee, the Collateral Agent and any agent of the Issuer or the Trustee or the Collateral Agent as the absolute owner of

such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuer, the Trustee, the Collateral Agent, or any agent of the Issuer or the Trustee or the Collateral Agent from giving effect to any written certification, proxy or other authorization furnished by DTC or impair, as between DTC and its Agent Members, the operation of customary practices of DTC governing the exercise of the rights of a holder of a beneficial interest in any Global Note.

(3) In connection with any transfer of a portion of the beneficial interest in a Global Note pursuant to Section 2.1(h) to beneficial owners who are required to hold Definitive Notes, the Notes Custodian shall reflect on its books and records the date and a decrease in the principal amount of such Global Note in an amount equal to the principal amount of the beneficial interest in the Global Note to be transferred, and the Issuer shall execute, and the Trustee shall authenticate and make available for delivery, one or more Definitive Notes of like tenor and amount.

(4) In connection with the transfer of an entire Global Note to beneficial owners pursuant to Section 2.1(h), such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and the Issuer shall execute, and the Trustee shall authenticate and make available for delivery, to each beneficial owner identified by DTC in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations.

(5) The registered Holder of a Global Note may grant proxies and otherwise authorize any person, including Agent Members and persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Notes.

(6) Any Holder of a Global Note shall, by acceptance of such Global Note, agree that transfers of beneficial interests in such Global Note may be effected only through a book-entry system maintained by (i) the Holder of such Global Note (or its agent) or (ii) any holder of a beneficial interest in such Global Note, and that ownership of a beneficial interest in such Global Note shall be required to be reflected in a book entry.

(h) Definitive Notes. Except as provided below, owners of beneficial interests in Global Notes will not be entitled to receive Definitive Notes. Definitive Notes shall be transferred to all beneficial owners in exchange for their beneficial interests in a Global Note if (A) DTC notifies the Issuer that it is unwilling or unable to continue as Depositary for the Global Note, or DTC has ceased to be a clearing agency registered under the Exchange Act, and, in each case, a successor depositary is not appointed, (B) there shall have occurred and be continuing an Event of Default with respect to the Notes under this Indenture and DTC shall have requested the issuance of Definitive Notes or (C) the Issuer, at its option, notifies the Trustee in writing that it elects to cause the issuance of Definitive Notes. In the event of the occurrence of any of the events specified in clause (A), (B) or (C) of the preceding sentence, the Issuer shall promptly make available to the Trustee a reasonable supply of Definitive Notes. In addition, any Note transferred to an affiliate (as defined in Rule 405 under the Securities Act) of the Issuer or evidencing a Note that has been acquired by an affiliate in a transaction or series of transactions not involving any public offering must, until six months (or one year if the holding period under Rule 144 then applicable to such Note is one year) after the last date on which either the Issuer or any affiliate of the Issuer was an owner of the Note, be in the form of a Definitive Note and bear the legend regarding transfer restrictions in Section 2.1(d).

(1) Any Definitive Note delivered in exchange for an interest in a Global Note pursuant to Section 2.1(g) shall, except as otherwise provided by Section 2.6(d), bear the applicable legend regarding transfer restrictions applicable to the Global Note set forth in Section 2.1(d).

(2) If a Definitive Note is transferred or exchanged for a beneficial interest in a Global Note, the Trustee will (x) cancel such Definitive Note, (y) record an increase in the principal amount of such Global Note equal to the principal amount of such transfer or exchange and (z) in the event that such transfer or exchange involves less than the entire principal amount of the canceled Definitive Note, the Issuer shall execute, and the Trustee shall authenticate and make available for delivery, to the transferring Holder a new Definitive Note representing the principal amount not so transferred.

(3) If a Definitive Note is transferred or exchanged for another Definitive Note, (x) the Trustee will cancel the Definitive Note being transferred or exchanged, (y) the Issuer shall execute, and the Trustee shall authenticate and make available for delivery, one or more new Definitive Notes in authorized denominations having an aggregate principal amount equal to the principal amount of such transfer or exchange to the transferee (in the case of a transfer) or the Holder of the canceled Definitive Note (in the case of an exchange), registered in the name of such transferee or Holder, as applicable, and (z) if such transfer or exchange involves less than the entire principal amount of the canceled Definitive Note, the Issuer shall execute, and the Trustee shall authenticate and make available for delivery to the Holder thereof, one or more Definitive Notes in authorized denominations having an aggregate principal amount equal to the untransferred or unexchanged portion of the canceled Definitive Notes, registered in the name of the Holder thereof.

(4) Notwithstanding anything to the contrary in this Indenture, in no event shall a Definitive Note be delivered upon exchange or transfer of a beneficial interest in the Temporary Regulation S Global Note prior to the end of the Restricted Period.

SECTION 2.2. Execution and Authentication. One Officer shall sign the Notes for the Issuer by manual, facsimile or other electronic signature. If the Officer whose signature is on a Note no longer holds that office at the time the Trustee authenticates the Note, the Note shall be valid nevertheless.

A Note shall not be valid until an authorized officer of the Trustee manually authenticates the Note. The signature of the Trustee on a Note shall be conclusive evidence that such Note has been duly and validly authenticated and issued under this Indenture. A Note shall be dated the date of its authentication.

At any time and from time to time after the execution and delivery of this Indenture, the Trustee shall authenticate and make available for delivery: (1) Initial Notes for original issue on the Issue Date in an aggregate principal amount of $1,000,000,000, (2) subject to the terms of this Indenture, Additional Notes for original issue in an unlimited principal amount, (3) Exchange Notes for issue only in an exchange offer pursuant to the Registration Rights Agreement and only in exchange for Initial Notes or Additional Notes of an equal principal amount and (4) under the circumstances set forth in Section 2.6(e), Initial Notes in the form of an Unrestricted Global Note, in each case upon a written order of the Issuer signed by one Officer (the " Issuer Order"). Such Issuer Order shall specify whether the Notes will be in the form of Definitive Notes or Global Notes, the amount of the Notes to be authenticated, the date on which the original issue of Notes is to be authenticated, the holder of the Notes and whether the Notes are to be Initial Notes, Additional Notes or Exchange Notes.

The Trustee may appoint an agent (the "Authenticating Agent") reasonably acceptable to the Issuer to authenticate the Notes. Any such appointment shall be evidenced by an instrument signed by a Trust Officer, a copy of which shall be furnished to the Issuer. Unless limited by the terms of such appointment, any such Authenticating Agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by the Authenticating Agent. An Authenticating Agent has the same rights as any Registrar, Paying Agent or agent for service of notices and demands.

In case the Issuer or any Guarantor, pursuant to Article IV or Section 10.2, as applicable, shall be consolidated or merged with or into any other Person or shall convey, transfer, lease or otherwise dispose of its properties and assets substantially as an entirety to any Person, and the successor Person resulting from such consolidation, or surviving such merger, or into which the Issuer or any Guarantor shall have been merged, or the Person which shall have received a conveyance, transfer, lease or other disposition as aforesaid, shall have executed an indenture supplemental hereto with the Trustee pursuant to Article IV, any of the Notes authenticated or delivered prior to such consolidation, merger, conveyance, transfer, lease or other disposition may (but shall not be required), from time to time, at the request of the successor Person, be exchanged for other Notes executed in the name of the successor Person with such changes in phraseology and form as may be appropriate to reflect such successor Person, but otherwise in substance of like tenor as the Notes surrendered for such exchange and of like principal amount; and the Trustee, upon the Issuer Order of the successor Person, shall authenticate and make available for delivery Notes as specified in such order for the purpose of such exchange. If Notes shall at any time be authenticated and delivered in any new name of a successor Person pursuant to this Section 2.2 in exchange or substitution for or upon registration of transfer of any Notes, such successor Person, at the option of the Holders but without expense to them, shall provide for the exchange of all Notes at the time outstanding for Notes authenticated and delivered in such new name.

SECTION 2.3. Registrar and Paying Agent. The Issuer shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange (the "Registrar") and an office or agency where Notes may be presented for payment. The Registrar shall keep a register of the Notes and of their transfer and exchange (the "Notes Register"). The Issuer may have one or more co-registrars and one or more additional paying agents. The term "Paying Agent" includes any additional paying agent and the term "Registrar" includes any co-registrar.

The Issuer shall advise the Paying Agent in writing five (5) Business Days prior to any interest payment date of any Additional Interest, if any, payable pursuant to the Registration Rights Agreement.

The Issuer shall enter into an appropriate agency agreement with any Registrar or Paying Agent not a party to this Indenture, which shall incorporate the terms of the Trust Indenture Act. The agreement shall implement the provisions of this Indenture that relate to such agent. The Issuer shall notify the Trustee in writing of the name and address of each such agent. If the Issuer fails to maintain a Registrar or Paying Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.7. The Issuer or any Guarantor may act as Paying Agent, Registrar or transfer agent.

The Issuer initially appoints The Depository Trust Company ("DTC") to act as Depositary with respect to the Global Notes. The Issuer initially appoints the Trustee as the Registrar and Paying Agent for the Notes. The Issuer may remove any Registrar or Paying Agent without prior notice to the Holders, but upon written notice to such Registrar or Paying Agent and to the Trustee; *provided*, *however*, that no such removal shall become effective until (i) acceptance of any appointment by a successor as evidenced by an appropriate agreement entered into by the Issuer and such successor Registrar or Paying Agent, as the case may be, and delivered to the Trustee and the passage of any waiting or notice periods required by DTC procedures or (ii) written notification to the Trustee that the Trustee shall serve as Registrar or Paying Agent until the appointment of a successor in accordance with clause (i) above. The Registrar or Paying Agent may resign at any time upon written notice to the Issuer and the Trustee.

SECTION 2.4. Paying Agent to Hold Money in Trust. Prior to 10:00 a.m. New York City time, on each date on which the principal of, premium, if any, or interest on any Note is due and payable, the Issuer shall deposit with the Paying Agent a sum sufficient in immediately available funds to pay such principal, premium or interest when due. The Issuer shall require the Paying Agent (other than the Trustee) to agree in writing that such Paying Agent shall hold in trust for the benefit of Holders and the Trustee all money held by such Paying Agent for the payment of principal of, premium, if any, or interest on the Notes (whether such assets have been distributed to it by the Issuer or other obligors on the Notes), shall notify the Trustee in writing of any default by the Issuer or any Guarantor in making any such payment and shall during the continuance of any default by the Issuer (or any other obligor upon the Notes) in the making of any payment in respect of the Notes, upon the written request of the Trustee, forthwith deliver to the Trustee all sums held in trust by such Paying Agent for payment in respect of the Notes together with a full accounting thereof. If the Issuer or a Subsidiary of the Issuer acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it as a separate trust fund for the benefit of the Trustee and the Holders. The Issuer at any time may require a Paying Agent (other than the Trustee) to pay all money held by it to the Trustee and to account for any funds or assets disbursed by such Paying Agent. Upon complying with this Section 2.4, the Paying Agent (if other than the Issuer or a Subsidiary of the Issuer) shall have no further liability for the money delivered to the Trustee. Upon any bankruptcy, reorganization or similar proceeding with respect to the Issuer, the Trustee shall serve as Paying Agent for the Notes.

SECTION 2.5. Holder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders and shall otherwise comply with Section 312(a) of the Trust Indenture Act. If the Trustee is not the Registrar, or to the extent otherwise required under the Trust Indenture Act, the Issuer, on its own behalf and on behalf of each of the Guarantors, shall furnish or cause the Registrar to furnish to the Trustee, in writing at least five (5) Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders and the Issuer shall otherwise comply with Section 312(a) of the Trust Indenture Act.

SECTION 2.6. Transfer and Exchange.

(a) A Holder may transfer a Note (or a beneficial interest therein) to another Person or exchange a Note (or a beneficial interest therein) for another Note or Notes of any authorized denomination by presenting to the Registrar a written request therefor stating the name of the proposed transferee or requesting such an exchange, accompanied by any certification, opinion or other document required by this Section 2.6. The Registrar will promptly register any transfer or exchange that meets the requirements of this Section 2.6 by noting the same in the Notes Register maintained by the Registrar for the purpose, and no transfer or exchange will be effective until it is registered in such Notes Register. The transfer or exchange of any Note (or a beneficial interest therein) may only be made in accordance with this Section 2.6 and Section 2.1(g) and 2.1(h), as applicable, and, in the case of a Global Note (or a beneficial interest therein), the applicable rules and procedures of DTC, Euroclear and Clearstream. The Registrar shall refuse to register any requested transfer or exchange that does not comply with this Section 2.6(b).

(b) Transfers of Rule 144A Notes and Institutional Accredited Investor Notes . The following provisions shall apply with respect to any proposed registration of transfer of a Rule 144A Note or an Institutional Accredited Investor Note prior to the date that is six months (or one year if the holding period under Rule 144 then applicable to such Note is one year) after the later of the Issue Date and the last date on which the Issuer or any Affiliate of the Issuer was the owner of such Notes (or any predecessor thereto) (the " Resale Restriction Termination Date"):

(1) a registration of transfer of a Rule 144A Note or an Institutional Accredited Investor Note or a beneficial interest therein to a QIB shall be made upon the representation of the transferee in the form as set forth on the reverse of the Note that it is purchasing for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuer as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon its foregoing representations in order to claim the exemption from registration provided by Rule 144A; *provided* that no such written representation or other written certification shall be required in connection with the transfer of a beneficial interest in the Rule 144A Global Note to a transferee in the form of a beneficial interest in that Rule 144A Global Note in accordance with this Indenture and the applicable procedures of DTC.

(2) a registration of transfer of a Rule 144A Note or an Institutional Accredited Investor Note or a beneficial interest therein to an IAI shall be made upon receipt by the Registrar or its agent of a certificate substantially in the form set forth in Exhibit F, respectively, from the proposed transferee and the delivery of an Opinion of Counsel, certification and/or other information satisfactory to it; and

(3) a registration of transfer of a Rule 144A Note or an Institutional Accredited Investor Note or a beneficial interest therein to a Non-U.S. Person shall be made upon receipt by the Issuer and the Registrar or its agent of a certificate substantially in the form set forth in Exhibit G from the proposed transferee and the delivery of an Opinion of Counsel, certification and/or other information satisfactory to it.

(c) Transfers of Regulation S Notes. The following provisions shall apply with respect to any proposed transfer of a Regulation S Note prior to the expiration of the Restricted Period:

(1) a transfer of a Regulation S Note or a beneficial interest therein to a QIB shall be made upon the representation of the transferee, in the form of assignment on the reverse of the certificate, that it is purchasing the Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A, is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuer as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon its foregoing representations in order to claim the exemption from registration provided by Rule 144A;

(2) a transfer of a Regulation S Note or a beneficial interest therein to an IAI shall be made upon receipt by the Registrar or its agent of a certificate substantially in the form set forth in Exhibit F, respectively, from the proposed transferee and the delivery of an Opinion of Counsel, certification and/or other information satisfactory to the Issuer; and

(3) a transfer of a Regulation S Note or a beneficial interest therein to a Non-U.S. Person shall be made upon receipt by the Registrar or its agent of a certificate substantially in the form set forth in Exhibit G from the proposed transferee and receipt by the Registrar or its agent of an Opinion of Counsel, certification and/or other information satisfactory to the Issuer.

After the expiration of the Restricted Period, interests in the Regulation S Note may be transferred in accordance with applicable law without requiring the certification set forth in Exhibit F, Exhibit G or any additional certification.

(d) Restricted Notes Legend. Upon the transfer, exchange or replacement of Notes not bearing a Restricted Notes Legend, the Registrar shall deliver Notes that do not bear a Restricted Notes Legend. Upon the transfer, exchange or replacement of Notes bearing a Restricted Notes Legend, the Registrar shall deliver only Notes that bear a Restricted Notes Legend unless (1) Initial Notes are being exchanged for Exchange Notes in an exchange offer pursuant to the Registration Rights Agreement, in which case the Exchange Notes shall not bear a Restricted Notes Legend, (2) a Note is being transferred pursuant to an effective registration statement, (3) Notes are being exchanged for other Notes that do not bear the Restricted Notes Legend in accordance with Section 2.6(e) or (4) there is delivered to the Registrar an Opinion of Counsel satisfactory to it stating that neither such legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act. Any Additional Notes sold in a registered offering shall not be required to bear the Restricted Notes Legend.

(e) Automatic Exchange from Global Note Bearing Restricted Notes Legend to Global Note Not Bearing Restricted Notes Legend . Upon the Issuer's satisfaction that the Restricted Notes Legend shall no longer be required in order to maintain compliance with the Securities Act, beneficial interests in a Global Note bearing the Restricted Notes Legend (a "Restricted Global Note") may be automatically exchanged into beneficial interests in a Global Note not bearing the Restricted Notes Legend (an "Unrestricted Global Note") without any action required by or on behalf of the Holder (the " Automatic Exchange") at any time on or after the date that is the 181st calendar day (or the 366th calendar day if the holding period under Rule 144 then applicable to such Note is one year) after (1) with respect to the Notes issued on the Issue Date or (2) with respect to Additional Notes, if any, the issue date of such Additional Notes, or, in each case, if such day is not a Business Day, on the next succeeding Business Day (the " Automatic Exchange Date"). Upon the Issuer's satisfaction that the Restricted Notes Legend shall no longer be required in order to maintain compliance with the Securities Act, the Issuer shall (i) provide written notice to DTC and the Trustee at least fifteen (15) calendar days prior to the Automatic Exchange Date, instructing DTC to exchange all of the outstanding beneficial interests in a particular Restricted Global Note to the Unrestricted Global Note, which the Issuer shall have previously otherwise made eligible for exchange with the DTC, (ii) provide prior written notice (the "Automatic Exchange Notice") to each Holder at such Holder's address appearing in the register of Holders at least fifteen (15) calendar days prior to the Automatic Exchange Date (the " Automatic Exchange Notice Date"), which notice must include (w) the Automatic Exchange Date, (x) the section of this Indenture pursuant to which the Automatic Exchange shall occur, (y) the "CUSIP" number of the Restricted Global Note from which such Holder's beneficial interests will be transferred and (z) the "CUSIP" number of the Unrestricted Global Note into which such Holder's beneficial interests will be transferred, and (iii) on or prior to the Automatic Exchange Date, deliver to the Trustee for authentication one or more Unrestricted Global Notes, duly executed by the Issuer, in an aggregate principal amount equal to the aggregate principal amount of Restricted Global Notes to be exchanged into such Unrestricted Global Notes. At the Issuer's written request on no less than five (5) calendar days' notice prior to the Automatic Exchange Notice Date, the Trustee shall deliver, in the Issuer's name and at its expense, the Automatic Exchange Notice to each Holder at such Holder's address appearing in the register of Holders; *provided* that the Issuer has delivered to the Trustee the information required to be included in such Automatic Exchange Notice.

Notwithstanding anything to the contrary in this Section 2.6(e), during the fifteen (15) calendar day period prior to the Automatic Exchange Date, no transfers or exchanges of Notes other than pursuant to this Section 2.6(e)

shall be permitted without the prior written consent of the Issuer. As a condition to any Automatic Exchange, the Issuer shall provide, and the Trustee shall be entitled to conclusively rely upon, an Officer's Certificate and Opinion of Counsel to the Issuer stating that the Automatic Exchange shall be effected in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Restricted Notes Legend shall no longer be required in order to maintain compliance with the Securities Act and that the aggregate principal amount of the particular Restricted Global Note is to be transferred to the particular Unrestricted Global Note by adjustment made on the records of the Trustee, as custodian for the Depositary to reflect the Automatic Exchange. Upon such exchange of beneficial interests pursuant to this Section 2.6(e), the aggregate principal amount of the Global Notes shall be increased or decreased by adjustments made on the records of the Trustee, as custodian for the Depositary, to reflect the relevant increase or decrease in the principal amount of such Global Note resulting from the applicable exchange. The Restricted Global Note from which beneficial interests are transferred pursuant to an Automatic Exchange shall be cancelled following the Automatic Exchange.

(f) Retention of Written Communications. The Registrar shall retain copies of all letters, notices and other written communications received pursuant to Section 2.1 or this Section 2.6, in accordance with applicable law and the Registrar's customary procedures. The Issuer shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time upon the giving of reasonable prior written notice to the Registrar.

(g) Obligations with Respect to Transfers and Exchanges of Notes. To permit registrations of transfers and exchanges, the Issuer shall, subject to the other terms and conditions of this Article II, execute and the Trustee shall authenticate Definitive Notes and Global Notes at the Issuer's and Registrar's written request.

No service charge shall be made to a Holder for any registration of transfer or exchange, but the Issuer may require the Holder to pay a sum sufficient to cover any transfer tax assessments or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charges payable upon exchange or transfer pursuant to Sections 2.2, 2.6, 2.11, 2.13, 5.6 or 9.5).

The Issuer (and the Registrar) shall not be required to register the transfer of or exchange of any Note (A) for a period beginning (1) fifteen (15) calendar days before the mailing of a notice of an offer to repurchase or redeem Notes and ending at the close of business on the day of such mailing or (2) fifteen (15) calendar days before an interest payment date and ending on such interest payment date or (B) called for redemption, except the unredeemed portion of any Note being redeemed in part or any Note not redeemed due to the failure of a condition precedent to the redemption.

Prior to the due presentation for registration of transfer of any Note, the Issuer, the Trustee, the Paying Agent or the Registrar may deem and treat the person in whose name a Note is registered as the owner of such Note for the purpose of receiving payment of principal of, premium, if any, and (subject to paragraph 2 of the forms of Notes attached hereto as Exhibit A or Exhibit B) interest on such Note and for all other purposes whatsoever, including without limitation the transfer or exchange of such Note, whether or not such Note is overdue, and none of the Issuer, the Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

Any Definitive Note delivered in exchange for an interest in a Global Note pursuant to Section 2.1(h) shall, except as otherwise provided by Section 2.6(d), bear the applicable legends regarding transfer restrictions applicable to the Definitive Note set forth in Section 2.1(d).

All Notes issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Notes surrendered upon such transfer or exchange.

(h) No Obligation of the Trustee. The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in, DTC or other Person with respect to the accuracy of the records of DTC or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than DTC) of any notice (including any notice of redemption or purchase) or the payment of any amount or delivery of any Notes (or other security or property) under or with respect to such Notes. All

notices and communications to be given to the Holders and all payments to be made to Holders in respect of the Notes shall be given or made only to or upon the order of the registered Holders (which shall be DTC or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through DTC and subject to the applicable rules and procedures of DTC. The Trustee may rely and shall be fully protected in relying upon information furnished by DTC with respect to its members, participants and any beneficial owners.

The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among DTC participants, members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof. Neither the Trustee nor any of its agents shall have any responsibility for any actions taken or not taken by DTC.

SECTION 2.7. [Reserved]

SECTION 2.8. [Reserved]

SECTION 2.9. [Reserved]

SECTION 2.10. [Reserved]

SECTION 2.11. Mutilated, Destroyed, Lost or Stolen Notes.

If a mutilated Note is surrendered to the Registrar or if the Holder of a Note claims that the Note has been lost, destroyed or wrongfully taken, the Issuer shall issue and the Trustee shall authenticate a replacement Note if the requirements of Section 8-405 of the Uniform Commercial Code are met, such that the Holder (a) satisfies the Issuer and the Trustee that such Note has been lost, destroyed or wrongfully taken within a reasonable time after such Holder has notice of such loss, destruction or wrongful taking and the Registrar has not registered a transfer prior to receiving such notification, (b) makes such request to the Issuer and the Trustee prior to the Note being acquired by a protected purchaser as defined in Section 8-303 of the Uniform Commercial Code (a "protected purchaser") and (c) satisfies any other reasonable requirements of the Trustee; *provided*, *however*, if after the delivery of such replacement Note, a protected purchaser of the Note for which such replacement Note was issued presents for payment or registration such replaced Note, the Trustee and/or the Issuer shall be entitled to recover such replacement Note from the Person to whom it was issued and delivered or any Person taking therefrom, except a protected purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Trustee in connection therewith. Such Holder shall furnish an indemnity bond sufficient in the judgment of the (i) Trustee to protect the Trustee and (ii) the Issuer to protect the Issuer, the Trustee, the Paying Agent and the Registrar, from any loss which any of them may suffer if a Note is replaced, and, in the absence of notice to the Issuer, any Guarantor or the Trustee that such Note has been acquired by a protected purchaser, the Issuer shall execute, and upon receipt of an Issuer Order, the Trustee shall authenticate and make available for delivery, in exchange for any such mutilated Note or in lieu of any such destroyed, lost or stolen Note, a new Note of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Note, pay such Note.

Upon the issuance of any new Note under this Section 2.11, the Issuer may require that such Holder pay a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of counsel and of the Trustee) in connection therewith.

Subject to the proviso in the initial paragraph of this Section 2.11, every new Note issued pursuant to this Section 2.11, in lieu of any mutilated, destroyed, lost or stolen Note shall constitute an original additional

contractual obligation of the Issuer, any Guarantor (if applicable) and any other obligor upon the Notes, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

The provisions of this Section 2.11 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

SECTION 2.12. Outstanding Notes. Notes outstanding at any time are all Notes authenticated by the Trustee except for those cancelled by it, those delivered to it for cancellation, those paid pursuant to Section 2.11 and those described in this Section 2.12 as not outstanding. A Note does not cease to be outstanding in the event the Issuer or an Affiliate of the Issuer holds the Note; *provided*, *however*, that (i) for purposes of determining which Notes are outstanding for consent or voting purposes hereunder, the provisions of Section 13.6 shall apply and (ii) in determining whether the Trustee shall be protected in making a determination whether the Holders of the requisite principal amount of outstanding Notes are present at a meeting of Holders of Notes for quorum purposes or have consented to or voted in favor of any request, demand, authorization, direction, notice, consent, waiver, amendment or modification hereunder, or relying upon any such quorum, consent or vote, only Notes which a Trust Officer of the Trustee actually knows to be held by the Issuer or an Affiliate of the Issuer shall not be considered outstanding.

If a Note is replaced pursuant to Section 2.11 (other than a mutilated Note surrendered for replacement), it ceases to be outstanding unless the Trustee and the Issuer receive proof satisfactory to them that the replaced Note is held by a protected purchaser. A mutilated Note ceases to be outstanding upon surrender of such Note and replacement pursuant to Section 2.11.

If the Paying Agent segregates and holds in trust, in accordance with this Indenture, on a redemption date or maturity date, money sufficient to pay all principal, premium, if any, and accrued interest payable on that date with respect to the Notes (or portions thereof) to be redeemed or maturing, as the case may be, and the Paying Agent is not prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture or the notice of redemption, if any, then on and after that date such Notes (or portions thereof) cease to be outstanding and interest on them ceases to accrue.

SECTION 2.13. Temporary Notes. In the event that Definitive Notes are to be issued under the terms of this Indenture, until such Definitive Notes are ready for delivery, the Issuer may prepare and the Trustee shall authenticate temporary Notes. Temporary Notes shall be substantially in the form, and shall carry all rights, of Definitive Notes but may have variations that the Issuer considers appropriate for temporary Notes. Without unreasonable delay, the Issuer shall prepare and the Trustee shall authenticate Definitive Notes. After the preparation of Definitive Notes, the temporary Notes shall be exchangeable for Definitive Notes upon surrender of the temporary Notes at any office or agency maintained by the Issuer for that purpose and such exchange shall be without charge to the Holder. Upon surrender for cancellation of any one or more temporary Notes, the Issuer shall execute, and the Trustee shall, upon receipt of an Issuer Order, authenticate and make available for delivery in exchange therefor, one or more Definitive Notes representing an equal principal amount of Notes. Until so exchanged, the Holder of temporary Notes shall in all respects be entitled to the same benefits under this Indenture as a Holder of Definitive Notes.

SECTION 2.14. Cancellation. The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar and the Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment or cancellation and dispose of such Notes in accordance with its internal policies and customary procedures (subject to the record retention requirements of the Exchange Act and the Trustee). If the Issuer or any Guarantor acquires any of the Notes, such acquisition shall not operate as a redemption or satisfaction of the Indebtedness represented by such Notes unless and until the same are surrendered to the Trustee for cancellation pursuant to this Section 2.14. The Issuer may not issue new Notes to replace Notes it has paid or delivered to the Trustee for cancellation for any reason other than in connection with a transfer or exchange.

At such time as all beneficial interests in a Global Note have either been exchanged for Definitive Notes, transferred, redeemed, repurchased or canceled, such Global Note shall be returned by DTC to the Trustee for cancellation or retained and canceled by the Trustee. At any time prior to such cancellation, if any beneficial

interest in a Global Note is exchanged for Definitive Notes, transferred in exchange for an interest in another Global Note, redeemed, repurchased or canceled, the principal amount of Notes represented by such Global Note shall be reduced and an adjustment shall be made on the books and records of the Trustee (if it is then the Notes Custodian for such Global Note) with respect to such Global Note, by the Trustee or the Notes Custodian, to reflect such reduction.

SECTION 2.15. Payment of Interest; Defaulted Interest. Interest on any Note which is payable, and is punctually paid or duly provided for, on any interest payment date shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered at the close of business on the regular record date for such payment at the office or agency of the Issuer maintained for such purpose pursuant to Section 2.3.

Any interest on any Note which is payable, but is not paid when the same becomes due and payable and such nonpayment continues for a period of 30 days shall forthwith cease to be payable to the Holder on the regular record date, and such defaulted interest and (to the extent lawful) interest on such defaulted interest at the rate borne by the Notes (such defaulted interest and interest thereon herein collectively called " Defaulted Interest") shall be paid by the Issuer, at its election in each case, as provided in clause (a) or (b) below:

(a) The Issuer may elect to make payment of any Defaulted Interest to the Persons in whose names the Notes (or their respective predecessor Notes) are registered at the close of business on a Special Record Date (as defined below) for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date (not less than 30 days after such notice) of the proposed payment (the " Special Interest Payment Date"), and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as provided in this Section 2.15(a). Thereupon the Issuer shall fix a record date (the "Special Record Date") for the payment of such Defaulted Interest, which date shall be not more than twenty (20) calendar days and not less than fifteen (15) calendar days prior to the Special Interest Payment Date and not less than ten (10) calendar days after the receipt by the Trustee of the notice of the proposed payment. The Issuer shall promptly notify the Trustee in writing of such Special Record Date, and in the name and at the expense of the Issuer, the Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date and Special Interest Payment Date therefor to be given in the manner provided for in Section 13.2, not less than ten (10) calendar days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date and Special Interest Payment Date therefor having been so given, such Defaulted Interest shall be paid on the Special Interest Payment Date to the Persons in whose names the Notes (or their respective predecessor Notes) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the provisions in Section 2.15(b).

(b) The Issuer may make payment of any Defaulted Interest in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, if, after written notice given by the Issuer to the Trustee of the proposed payment pursuant to this Section 2.15(b), such manner of payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section 2.15, each Note delivered under this Indenture upon registration of, transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

SECTION 2.16. CUSIP and ISIN Numbers. The Issuer in issuing the Notes may use "CUSIP" and "ISIN" numbers and, if so, the Trustee may use "CUSIP" and "ISIN" numbers in notices of redemption or purchase as a convenience to Holders; *provided*, *however*, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption or purchase and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption or purchase shall not be affected by any defect in or omission of such CUSIP and ISIN numbers. The Issuer shall promptly notify the Trustee in writing of any change in the CUSIP and ISIN numbers.

SECTION 2.17. Joint and Several Liability. Except as otherwise expressly provided herein, the Issuer, and the Guarantors, shall be jointly and severally liable for the performance of all obligations and covenants under this Indenture, the Notes and the Notes Collateral Documents.

ARTICLE III

COVENANTS

SECTION 3.1. Payment of Notes. The Issuer shall promptly pay the principal of, premium, if any, and interest (including Additional Interest, if any) on the Notes on the dates and in the manner provided in the Notes and in this Indenture. Principal, premium, if any, and interest (including Additional Interest, if any) shall be considered paid on the date due if by 10:00 a.m., New York City time, on such date the Trustee or the Paying Agent holds in accordance with this Indenture money sufficient to pay all principal, premium, if any, and interest (including Additional Interest, if any) then due and the Trustee or the Paying Agent, as the case may be, is not prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture.

The Issuer shall pay interest on overdue principal at the rate specified therefor in the Notes, and it shall pay interest on overdue installments of interest (including Additional Interest, if any) at the same rate to the extent lawful.

Notwithstanding anything to the contrary contained in this Indenture, the Issuer may, to the extent it is required to do so by law, deduct or withhold income or other similar taxes imposed by the United States of America from principal or interest payments hereunder.

SECTION 3.2. Limitation on Indebtedness.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, Incur any Indebtedness (including Acquired Indebtedness); *provided*, *however*, that the Issuer and any of the Subsidiary Guarantors may Incur Indebtedness (including Acquired Indebtedness), if on the date of such Incurrence and after giving pro forma effect thereto (including pro forma application of the proceeds thereof), the Fixed Charge Coverage Ratio for the Issuer and its Restricted Subsidiaries is greater than 2.00 to 1.00.

(b) Section 3.2(a) shall not prohibit the Incurrence of the following Indebtedness:

(1) Indebtedness of the Issuer and the Subsidiary Guarantors Incurred pursuant to any Credit Facility (including letters of credit or bankers' acceptances issued or created under any Credit Facility), and any Guarantees by the Issuer or any Subsidiary Guarantor in respect of such Indebtedness, in a maximum aggregate principal amount of all Indebtedness incurred under this clause (1) and clause (15) below at any time outstanding not exceeding (i) $9,375,000,000, plus (ii) in the case of any refinancing of any Indebtedness permitted under this clause or any portion thereof, the aggregate amount of fees, underwriting discounts, accrued and unpaid interest, premiums and other costs and expenses Incurred in connection with such refinancing;

(2) Guarantees by the Issuer or any Subsidiary Guarantor of Indebtedness of the Issuer or any Restricted Subsidiary so long as the Incurrence of such Indebtedness is permitted under the terms of this Indenture;

(3) Indebtedness of the Issuer owing to and held by any Restricted Subsidiary or Indebtedness of a Restricted Subsidiary owing to and held by the Issuer or any Restricted Subsidiary; *provided*, *however*, that:

(i) any subsequent issuance or transfer of Capital Stock or any other event which results in any such Indebtedness being beneficially held by a Person other than the Issuer or a Restricted Subsidiary; and

(ii) any sale or other transfer of any such Indebtedness to a Person other than the Issuer or a Restricted Subsidiary,

shall be deemed, in each case, to constitute an Incurrence of such Indebtedness by the Issuer or such Restricted Subsidiary, as the case may be;

(4) Indebtedness represented by (i) the Notes (other than any Additional Notes), including any Guarantee thereof, (ii) any Exchange Notes issued in exchange for such Notes, including any Guarantee thereof, (iii) any Indebtedness (other than Indebtedness incurred pursuant to Section 3.2(b)(1), (3) and (4)(i)) outstanding on the Issue Date (including the Unsecured Notes issued on the Issue Date), including any Guarantee thereof (including any exchange notes and related exchange guarantees issued in respect of such Unsecured Notes), (iv) Refinancing Indebtedness Incurred in respect of any Indebtedness described in this Section 3.2(b)(4), Section 3.2(b)(5) (subject, to the extent the Indebtedness being Refinanced was incurred under Section 3.2(b)(5)(iii) (or is Refinancing Indebtedness in respect thereof), to the requirements of Section 3.2(b)(5)(iii) or Section 3.2(b)(10) or Incurred pursuant to Section 3.2(a), and (v) Management Advances;

(5) (x) Indebtedness of the Issuer or any Subsidiary Guarantor Incurred or issued to finance an acquisition or (y) Acquired Indebtedness; *provided*, *however*, that after giving pro forma effect to such acquisition, merger or consolidation, and the Incurrence of such Indebtedness (including pro forma application of the proceeds thereof), either:

(i) the Issuer would be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 3.2(a);

(ii) the Fixed Charge Coverage Ratio of the Issuer and the Restricted Subsidiaries would not be lower than such ratio immediately prior to such acquisition, merger or consolidation; or

(iii) such Indebtedness constitutes Acquired Indebtedness (other than Indebtedness Incurred in contemplation of the transaction or series of related transactions pursuant to which such Persons became a Restricted Subsidiary or was otherwise acquired by the Issuer or a Restricted Subsidiary); *provided* that the only obligors with respect to such Indebtedness and any Refinancing Indebtedness in respect thereof shall be those Persons who were obligors of such Indebtedness prior to such acquisition, merger or consolidation;

(6) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes);

(7) Indebtedness represented by Capitalized Lease Obligations or Purchase Money Obligations in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause and then outstanding, does not exceed the greater of (i) $1,100,000,000 and (ii) 4.0% of Total Assets at the time of Incurrence, and any Refinancing Indebtedness in respect thereof;

(8) Indebtedness in respect of (i) workers' compensation claims, self-insurance obligations, performance, indemnity, surety, judgment, appeal, advance payment, customs, value added or other tax or other guarantees or other similar bonds, instruments or obligations and completion guarantees and warranties provided by the Issuer or a Restricted Subsidiary or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business or consistent with past practice, (ii) the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds

in the ordinary course of business or consistent with past practice; *provided*, *however*, that such Indebtedness is extinguished within five (5) Business Days of Incurrence; (iii) customer deposits and advance payments received in the ordinary course of business or consistent with past practice from customers for goods or services purchased in the ordinary course of business or consistent with past practice; and (iv) any customary treasury, depositary, cash management, automatic clearinghouse arrangements, overdraft protections, cash pooling or netting or setting off arrangements or similar arrangements in the ordinary course of business or consistent with past practice;

(9) Indebtedness arising from agreements providing for guarantees, indemnification, obligations in respect of earn-outs or other adjustments of purchase price or, in each case, similar obligations, in each case, Incurred or assumed in connection with the acquisition or disposition of any business or assets or Person or any Capital Stock of a Subsidiary (other than Guarantees of Indebtedness Incurred by any Person acquiring or disposing of such business or assets or such Subsidiary for the purpose of financing such acquisition or disposition);

(10) [reserved];

(11) Indebtedness of Non-Guarantors in an aggregate amount not to exceed the greater of (a) $1,350,000,000 and (b) 5.0% of the Total Assets at any time outstanding;

(12) Indebtedness consisting of promissory notes issued by the Issuer or any of its Subsidiaries to any current or former employee, director or consultant of the Issuer, any of its Subsidiaries or any Parent Entity (or permitted transferees, assigns, estates, or heirs of such employee, director or consultant), to finance the purchase or redemption of Capital Stock of the Issuer or any Parent Entity that is permitted by Section 3.3;

(13) Indebtedness of the Issuer or any of its Restricted Subsidiaries consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case Incurred in the ordinary course of business or consistent with past practice;

(14) Indebtedness of the Issuer or any Subsidiary Guarantor in an aggregate outstanding principal amount which, when taken together with any Refinancing Indebtedness in respect thereof and the principal amount of all other Indebtedness Incurred pursuant to this clause and then outstanding, shall not exceed the greater of (i) $1,350,000,000 and (ii) 5.0% of Total Assets;

(15) Indebtedness Incurred pursuant to a Qualified Receivables Transaction; *provided, however,* that, at the time of such Incurrence, the Issuer would have been entitled to Incur Indebtedness pursuant to clause (1) above in an amount equal to the Receivables Transaction Amount of such Qualified Receivables Transaction;

(16) Physician Support Obligations Incurred by the Issuer or any Restricted Subsidiary; and

(17) Non-Recourse Indebtedness of Restricted Subsidiaries in an aggregate principal amount which, when taken together with all other Non-Recourse Indebtedness of Restricted Subsidiaries Incurred pursuant to this clause (17) and then outstanding does not exceed the greater of (a) $1,100,000,000 and (b) 4.0% of Total Assets.

(c) For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this Section 3.2:

(1) subject to Section 3.2(c)(3), in the event that all or any portion of any item of Indebtedness meets the criteria of more than one of the types of Indebtedness described in Section 3.2(a) and (b), the Issuer, in its sole discretion, may classify, and may from time to time reclassify under Section 3.2(c)(2), such item of Indebtedness and only be required to include the amount and type of such Indebtedness in one of the clauses of Section 3.2(a) or (b);

(2) subject to Section 3.2(c)(3), additionally, all or any portion of any item of Indebtedness may later be classified as having been Incurred pursuant to any type of Indebtedness described in Section 3.2(a) and (b) so long as such Indebtedness is permitted to be Incurred pursuant to such provision at the time of reclassification;

(3) all Indebtedness outstanding on the Issue Date under the Credit Agreement shall be deemed to have been incurred on the Issue Date under Section 3.2(b)(1) and may not be reclassified at any time pursuant to clause (1) or (2) of this Section 3.2(c);

(4) in the case of any refinancing of any Indebtedness permitted under Section 3.2(b)(7), (11), (14) or (17) or any portion thereof, such Indebtedness shall not include the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses Incurred in connection with such refinancing;

(5) Guarantees of, or obligations in respect of letters of credit, bankers' acceptances or other similar instruments relating to, or Liens securing, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(6) if obligations in respect of letters of credit, bankers' acceptances or other similar instruments are Incurred pursuant to any Credit Facility and are being treated as Incurred pursuant to Section 3.2(b)(1), (7), (11), (14) or (17) or Section 3.2(a) and the letters of credit, bankers' acceptances or other similar instruments relate to other Indebtedness, then such other Indebtedness shall not be included to the extent of the amount treated as so Incurred;

(7) the principal amount of any Disqualified Stock of the Issuer or a Restricted Subsidiary, or Preferred Stock of a Restricted Subsidiary, shall be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(8) Indebtedness permitted by this Section 3.2 need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this Section 3.2 permitting such Indebtedness; and

(9) the amount of any Indebtedness outstanding as of any date shall be (i) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (ii) the principal amount of Indebtedness, or liquidation preference thereof, in the case of any other Indebtedness.

(d) Accrual of interest, accrual of dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness, the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock or the reclassification of commitments or obligations not treated as Indebtedness due to a change in GAAP, shall not be deemed to be an Incurrence of Indebtedness for purposes of this Section 3.2.

(e) If at any time an Unrestricted Subsidiary becomes a Restricted Subsidiary, any Indebtedness of such Subsidiary shall be deemed to be Incurred by a Restricted Subsidiary of the Issuer as of such date (and, if such Indebtedness is not permitted to be Incurred as of such date under this Section 3.2, the Issuer shall be in default of this Section 3.2).

(f) Notwithstanding any other provision of this Section 3.2, the maximum amount of Indebtedness that the Issuer or a Restricted Subsidiary may Incur pursuant to this Section 3.2 shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in the same currency as the Indebtedness being refinanced, shall be calculated based on the currency exchange rate in effect on the date such Indebtedness was originally incurred, in the case of term indebtedness, or first committed, in the case of revolving credit indebtedness. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

(g) The Issuer shall not, and shall not permit any Guarantor to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness) that is subordinated or junior in right of payment to any Indebtedness of the Issuer or such Guarantor, as the case may be, unless such Indebtedness is expressly subordinated in right of payment to the Notes or such Guarantor's Note Guarantee to the extent and in the same manner as such Indebtedness is subordinated to other Indebtedness of the Issuer or such Guarantor, as the case may be.

(h) Unsecured Indebtedness shall not be treated as subordinated or junior to Secured Indebtedness merely because it is unsecured, and senior Indebtedness shall not be treated as subordinated or junior to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral or is secured by different collateral.

SECTION 3.3. Limitation on Restricted Payments.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries, directly or indirectly, to:

(1) declare or pay any dividend or make any distribution on or in respect of the Issuer's or any Restricted Subsidiary's Capital Stock (including any payment in connection with any merger or consolidation involving the Issuer or any of its Restricted Subsidiaries) except:

(x) dividends or distributions payable in Capital Stock of the Issuer (other than Disqualified Stock) or in options, warrants or other rights to purchase such Capital Stock of the Issuer; and

(y) dividends or distributions payable to the Issuer or a Restricted Subsidiary (and, in the case of any such Restricted Subsidiary making such dividend or distribution, to holders of its Capital Stock other than the Issuer or another Restricted Subsidiary on no more than a *pro rata* basis);

(2) purchase, redeem, retire or otherwise acquire for value any Capital Stock of the Issuer or any Parent Entity of the Issuer held by Persons other than the Issuer or a Restricted Subsidiary of the Issuer;

(3) purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Subordinated Indebtedness (other than (i) any such purchase, repurchase, redemption, defeasance or other acquisition or retirement in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case, due within one year of the date of purchase, repurchase, redemption, defeasance or other acquisition or retirement and (ii) any Indebtedness Incurred pursuant to Section 3.2(b)(3)); or

(4) make any Restricted Investment;

(any such dividend, distribution, purchase, redemption, repurchase, defeasance, other acquisition, retirement or Restricted Investment referred to in clauses (1) through (4) are referred to herein as a "Restricted Payment"), if at the time the Issuer or such Restricted Subsidiary makes such Restricted Payment:

(i) a Default or an Event of Default shall have occurred and be continuing (or would result immediately thereafter therefrom);

(ii) the Issuer is not able to Incur an additional $1.00 of Indebtedness pursuant to Section 3.2(a) after giving effect, on a pro forma basis, to such Restricted Payment; or

(iii) the aggregate amount of such Restricted Payment and all other Restricted Payments made since the RP Reference Date (and not returned or rescinded) (including Permitted Payments permitted below by Section 3.3(b)(1) (without duplication), but excluding all other Restricted Payments permitted by Section 3.3(b)) would exceed the sum of (without duplication):

(A) 50% of Consolidated Net Income of the Issuer for the period (treated as one accounting period) from the first day of the first fiscal quarter during which the RP Reference Date occurred to the end of the most recent fiscal quarter ending prior to the date of such Restricted Payment for which internal consolidated financial statements of the Issuer are available (or, in the case such Consolidated Net Income is a deficit, minus 100% of such deficit);

(B) 100% of the aggregate Net Cash Proceeds, and the fair market value of property or assets or marketable securities, received by the Issuer from the issue or sale of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) subsequent to the RP Reference Date or otherwise contributed to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock) of the Issuer subsequent to the RP Reference Date (in each case other than (x) Net Cash Proceeds or property or assets or marketable securities received from an issuance or sale of such Capital Stock to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Issuer or any Subsidiary of the Issuer for the benefit of its employees to the extent funded by the Issuer or any Restricted Subsidiary, (y) Net Cash Proceeds or property or assets or marketable securities to the extent that any Restricted Payment has been made from such proceeds in reliance on Section 3.3(b)(6) and (z) Excluded Contributions);

(C) 100% of the aggregate Net Cash Proceeds, and the fair market value of property or assets or marketable securities, received by the Issuer or any Restricted Subsidiary from the issuance or sale (other than to the Issuer or a Restricted Subsidiary of the Issuer or an employee stock ownership plan or trust established by the Issuer or any Subsidiary for the benefit of their employees to the extent funded by the Issuer or any Restricted Subsidiary) by the Issuer or any Restricted Subsidiary subsequent to the RP Reference Date of any Indebtedness, Disqualified Stock or Designated Preferred Stock that has been converted into or exchanged for Capital Stock of the Issuer (other than Disqualified Stock or Designated Preferred Stock) plus, without duplication, the amount of any cash, and the fair market value of property or assets or marketable securities, received by the Issuer or any Restricted Subsidiary upon such conversion or exchange;

(D) 100% of the aggregate amount received in cash and the fair market value, as determined in good faith by the Issuer, of marketable securities or other property received by means of: (i) the sale or other disposition (other than to the Issuer or a Restricted Subsidiary) of Restricted Investments made by the Issuer or its Restricted Subsidiaries and repurchases and redemptions of such Restricted Investments from the Issuer or its Restricted Subsidiaries and repayments of loans or advances, and releases of guarantees, which constituted Restricted Investments by the Issuer or its Restricted Subsidiaries, in each case after the RP Reference Date; or (ii) the sale (other than to the Issuer or a Restricted Subsidiary) of the stock of an Unrestricted Subsidiary or a distribution from an Unrestricted Subsidiary (other than to the extent of the amount of the Investment that constituted a Permitted Investment) or a dividend from an Unrestricted Subsidiary after the RP Reference Date; and

(E) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger or consolidation of an Unrestricted Subsidiary into the Issuer or a Restricted Subsidiary or the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to the Issuer or a Restricted Subsidiary after the RP Reference Date, the fair market value of the Investment in such Unrestricted Subsidiary (or the assets transferred), as determined in good faith of the Issuer at the time of the

redesignation of such Unrestricted Subsidiary as a Restricted Subsidiary or at the time of such merger or consolidation or transfer of assets (after taking into consideration any Indebtedness associated with the Unrestricted Subsidiary so designated or merged or consolidated or Indebtedness associated with the assets so transferred), other than to the extent of the amount of the Investment that constituted a Permitted Investment.

(b) Section 3.3(a) shall not prohibit any of the following (collectively, "Permitted Payments"):

(1) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of this Indenture or the redemption, repurchase or retirement of Indebtedness if, at the date of any irrevocable redemption notice, such payment would have complied with the provisions of this Indenture;

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Capital Stock or Subordinated Indebtedness made by exchange (including any such exchange pursuant to the exercise of a conversion right or privilege in connection with which cash is paid in lieu of the issuance of fractional shares) for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of the Issuer (other than Disqualified Stock or Designated Preferred Stock and other than Capital Stock sold to a Restricted Subsidiary) (" Refunding Capital Stock") or a substantially concurrent contribution to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock or through an Excluded Contribution or by any Restricted Subsidiary) of the Issuer; *provided*, *however*, that to the extent so applied, the Net Cash Proceeds, or fair market value of property or assets or of marketable securities, from such sale of Capital Stock or such contribution shall be excluded from Section 3.3(a)(iii);

(3) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Indebtedness made by exchange for, or out of the proceeds of the substantially concurrent sale of, Subordinated Indebtedness that constitutes Refinancing Indebtedness permitted to be Incurred pursuant to Section 3.2;

(4) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Preferred Stock of the Issuer or a Restricted Subsidiary made by exchange for or out of the proceeds of the substantially concurrent sale of Preferred Stock (other than any exchange or sale to a Restricted Subsidiary and other than an issuance of Disqualified Stock of the Issuer or Preferred Stock of a Restricted Subsidiary to replace Preferred Stock (other than Disqualified Stock) of the Issuer) of the Issuer or a Restricted Subsidiary, as the case may be, that, in each case, is permitted to be Incurred pursuant to Section 3.2;

(5) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Indebtedness or Disqualified Stock or Preferred Stock of a Restricted Subsidiary:

(i) from Net Available Cash to the extent permitted under Section 3.5, but only if the Issuer shall have first complied with the terms described under Section 3.5 and purchased all Notes tendered pursuant to any offer to repurchase all the Notes required thereby, prior to purchasing, repurchasing, redeeming, defeasing or otherwise acquiring or retiring such Subordinated Indebtedness, Disqualified Stock or Preferred Stock;

(ii) to the extent required by the agreement governing such Subordinated Indebtedness, Disqualified Stock or Preferred Stock, following the occurrence of a Change of Control (or other similar event described therein as a "change of control"), but only if the Issuer shall have first complied with the terms described under Section 3.9 and purchased all Notes tendered pursuant to the offer to repurchase all the Notes required thereby, prior to purchasing, repurchasing, redeeming, defeasing or otherwise acquiring or retiring such Subordinated Indebtedness, Disqualified Stock or Preferred Stock; or

(iii) consisting of Acquired Indebtedness (other than Indebtedness Incurred (A) to provide all or any portion of the funds utilized to consummate the transaction or series of related

transactions pursuant to which the relevant Person became a Restricted Subsidiary or was otherwise acquired by the Issuer or a Restricted Subsidiary or (B) otherwise in connection with or contemplation of such acquisition);

(6) a Restricted Payment to pay for the repurchase, retirement or other acquisition or retirement for value of Capital Stock (other than Disqualified Stock) of the Issuer or of any Parent Entity held by any future, present or former employee, director or consultant of the Issuer, any of its Subsidiaries or of any Parent Entity (or permitted transferees, assigns, estates, trusts or heirs of such employee, director or consultant) either pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or upon the termination of such employee, director or consultant's employment or directorship; *provided*, *however*, that the aggregate Restricted Payments made under this clause (6) do not exceed $90,000,000 in any calendar year (with unused amounts in any calendar year being carried over to succeeding calendar years); *provided further* that such amount in any calendar year may be increased by an amount not to exceed:

(i) the cash proceeds from the sale of Capital Stock (other than Disqualified Stock or Designated Preferred Stock or Excluded Contributions) of the Issuer and, to the extent contributed to the capital of the Issuer (other than through the issuance of Disqualified Stock or Designated Preferred Stock or an Excluded Contribution), Capital Stock of any Parent Entity, in each case to members of management, directors or consultants of the Issuer, any of its Subsidiaries or any Parent Entity that occurred after the Issue Date, to the extent the cash proceeds from the sale of such Capital Stock have not otherwise been applied to the payment of Restricted Payments by virtue of Section 3.3(a)(iii); *plus*

(ii) the cash proceeds of key man life insurance policies received by the Issuer and its Restricted Subsidiaries after the Issue Date; *less*

(iii) the amount of any Restricted Payments made in previous calendar years pursuant Section 3.3(b)(6)(i) and (ii);

and *provided further* that cancellation of Indebtedness owing to the Issuer or any Restricted Subsidiary from members of management, directors, employees or consultants of the Issuer, or any Parent Entity or Restricted Subsidiaries in connection with a repurchase of Capital Stock of the Issuer or any Parent Entity shall not be deemed to constitute a Restricted Payment for purposes of this Section 3.3 or any other provision of this Indenture;

(7) the declaration and payment of dividends on Disqualified Stock or Preferred Stock of a Restricted Subsidiary, Incurred in accordance with the terms of Section 3.2;

(8) purchases, repurchases, redemptions, defeasances or other acquisitions or retirements of Capital Stock deemed to occur upon the exercise of stock options, warrants or other rights in respect thereof if such Capital Stock represents a portion of the exercise price thereof;

(9) dividends, loans, advances or distributions to any Parent Entity or other payments by the Issuer or any Restricted Subsidiary in amounts equal to (without duplication):

(i) the amounts required for any Parent Entity to pay any Parent Entity Expenses or any Related Taxes; or

(ii) amounts constituting or to be used for purposes of making payments to the extent specified in Sections 3.8(b)(2), (3), (5) and (11);

(10) [reserved];

(11) payments by the Issuer, or loans, advances, dividends or distributions to any Parent Entity to make payments, to holders of Capital Stock of the Issuer or any Parent Entity in lieu of the issuance of fractional shares of such Capital Stock, *provided*, *however*, that any such payment, loan, advance, dividend or distribution shall not be for the purpose of evading any limitation of this Section 3.3 or otherwise to facilitate any dividend or other return of capital to the holders of such Capital Stock (as determined in good faith by the Board of Directors of the Issuer);

(12) Restricted Payments that are made with Excluded Contributions;

(13) (i) the declaration and payment of dividends on Designated Preferred Stock of the Issuer issued after the Issue Date and (ii) the declaration and payment of dividends on Refunding Capital Stock that is Preferred Stock; *provided*, *however*, that, the amount of all dividends declared or paid pursuant to this clause shall not exceed the Net Cash Proceeds received by the Issuer or the aggregate amount contributed in cash to the equity (other than through the issuance of Disqualified Stock or an Excluded Contribution) of the Issuer, from the issuance or sale of such Designated Preferred Stock; *provided further*, in the case of clause (ii), that for the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date of issuance of such Preferred Stock, after giving effect to such payment on a pro forma basis the Issuer would be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the test set forth in Section 3.2(a);

(14) dividends or other distributions of Capital Stock of, or Indebtedness owed to the Issuer or a Restricted Subsidiary by, Unrestricted Subsidiaries (unless the Unrestricted Subsidiary's principal asset is cash or Cash Equivalents);

(15) distributions or payments in connection with a Qualified Receivables Transaction;

(16) any Restricted Payment made in connection with the Transactions and the fees and expenses related thereto or used to fund amounts owed to Affiliates in connection with the Transactions (including dividends to any Parent Entity of the Issuer to permit payment by such Parent Entity of such amounts);

(17) Restricted Payments (including loans or advances) in an aggregate amount outstanding at the time made not to exceed $800,000,000 and 3.0% of Total Assets; *provided, however*, that, at the time of each such Restricted Payment, no Default or Event of Default shall have occurred and be continuing (or result therefrom);

(18) any Restricted Payment made by the Issuer or any Restricted Subsidiary; *provided* that, immediately after giving pro forma effect thereto and the Incurrence of any Indebtedness the net proceeds of which are used to finance such Restricted Payment, the Consolidated Total Leverage Ratio would be no greater than 3.50 to 1.00;

(19) mandatory redemptions of Disqualified Stock issued as a Restricted Payment or as consideration for a Permitted Investment; *provided* that (A) the aggregate amount paid for such redemptions with respect to any such issuance is no greater than the corresponding amount that constituted a Restricted Payment or Permitted Investment upon issuance thereof and (B) at the time of and after giving effect to each such mandatory redemption, the Issuer is entitled to Incur an additional $1.00 of Indebtedness pursuant Section 3.2(a);

(20) Investments in Unrestricted Subsidiaries having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (20) that are at the time outstanding, without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of cash or marketable securities received by the Issuer or a Restricted Subsidiary, not to exceed 2.5% of Total Assets at the time of such Investment (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value); and

(21) Restricted Payments made by or in connection with the sale, disposition, transfer, dividend, distribution, contribution, or other disposition of assets, other than cash or Cash Equivalents, in an amount which, when taken together with all Restricted Payments previously made pursuant to this clause (21), does not exceed the greater of $1,100,000,000 and 4.0% of Total Assets; *provided, however*, that at the time of each such Restricted Payment, no Default shall have occurred and be continuing (or result therefrom).

(c) For purposes of determining compliance with this Section 3.3, in the event that a Restricted Payment meets the criteria of more than one of the categories of Permitted Payments described in clauses (1) through (21) of Section 3.3(b), or is permitted pursuant to Section 3.3(a), the Issuer shall be entitled to classify such Restricted Payment (or portion thereof) on the date of its payment or later reclassify (based on circumstances existing at the time of such reclassification) such Restricted Payment (or portion thereof) in any manner that complies with this Section 3.3.

(d) The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Issuer or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment. The fair market value of any cash Restricted Payment shall be its face amount, and the fair market value of any non-cash Restricted Payment, property or assets other than cash shall be determined conclusively by the Board of Directors of the Issuer acting in good faith.

SECTION 3.4. Limitation on Restrictions on Distributions from Restricted Subsidiaries .

(a) The Issuer shall not, and shall not permit any Restricted Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions in cash or otherwise on its Capital Stock or pay any Indebtedness or other obligations owed to the Issuer or any Restricted Subsidiary;

(2) make any loans or advances to the Issuer or any Restricted Subsidiary; or

(3) sell, lease or transfer any of its property or assets to the Issuer or any Restricted Subsidiary;

*provided* that (x) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock and (y) the subordination of (including the application of any standstill requirements to) loans or advances made to the Issuer or any Restricted Subsidiary to other Indebtedness Incurred by the Issuer or any Restricted Subsidiary shall not be deemed to constitute such an encumbrance or restriction.

(b) Section 3.4(a) shall not prohibit:

(1) any encumbrance or restriction pursuant to (a) any Credit Facility, or (b) any other agreement or instrument, in each case, in effect at or entered into on the Issue Date;

(2) any encumbrance or restriction pursuant to this Indenture, the Notes, the Notes Collateral Documents, the Intercreditor Agreement, the Note Guarantees, the Exchange Notes and any Guarantees thereof;

(3) any encumbrance or restriction pursuant to an agreement or instrument of a Person or relating to any Capital Stock or Indebtedness of a Person, entered into on or before the date on which such Person was acquired by or merged, consolidated or otherwise combined with or into the Issuer or any Restricted Subsidiary, or was designated as a Restricted Subsidiary or on which such agreement or instrument is assumed by the Issuer or any Restricted Subsidiary in connection with an acquisition of assets

(other than Capital Stock or Indebtedness Incurred as consideration in, or to provide all or any portion of the funds utilized to consummate, the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was acquired by the Issuer or was merged, consolidated or otherwise combined with or into the Issuer or any Restricted Subsidiary or entered into in contemplation of or in connection with such transaction) and outstanding on such date which encumbrance or restriction is not applicable to any Person or the properties or assets of any Person, other than the Person, or the properties or assets of the Person, so acquired; *provided* that, for the purposes of this clause, if another Person is the Successor Company, any Subsidiary thereof or agreement or instrument of such Person or any such Subsidiary shall be deemed acquired or assumed by the Issuer or any Restricted Subsidiary when such Person becomes the Successor Company;

(4) any encumbrance or restriction:

(i) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract or agreement, or the assignment or transfer of any lease, license or other contract or agreement;

(ii) contained in mortgages, pledges, charges or other security agreements permitted under this Indenture and the Collateral Documents or securing Indebtedness of the Issuer or a Restricted Subsidiary permitted under this Indenture and the Collateral Documents to the extent such encumbrances or restrictions restrict the transfer or encumbrance of the property or assets subject to such mortgages, pledges, charges or other security agreements; or

(iii) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Issuer or any Restricted Subsidiary;

(5) any encumbrance or restriction pursuant to Purchase Money Obligations and Capitalized Lease Obligations permitted under this Indenture and the Collateral Documents, in each case, that impose encumbrances or restrictions on the property so acquired;

(6) any encumbrance or restriction imposed pursuant to an agreement entered into for the direct or indirect sale or disposition to a Person of all or substantially all the Capital Stock or assets of the Issuer or any Restricted Subsidiary (or the property or assets that are subject to such restriction) pending the closing of such sale or disposition;

(7) customary provisions in leases, licenses, shareholder agreements, joint venture agreements, organizational documents and other similar agreements and instruments;

(8) encumbrances or restrictions arising or existing by reason of applicable law or any applicable law, rule, regulation or order, or required by any regulatory authority;

(9) any encumbrance or restriction on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business or consistent with past practice;

(10) any customary encumbrance or restriction pursuant to Hedging Obligations;

(11) other Indebtedness, Disqualified Stock or Preferred Stock of Foreign Subsidiaries permitted to be Incurred or issued subsequent to the Issue Date pursuant to Section 3.2 that impose restrictions solely on the Foreign Subsidiaries party thereto or their Subsidiaries;

(12) any encumbrance or restriction required by the terms of any agreement relating to a Qualified Receivables Transaction; *provided*, *however*, that such encumbrance or restriction applies only to such Qualified Receivables Transaction;

(13) any encumbrance or restriction arising pursuant to an agreement or instrument (which, if it relates to any Indebtedness, shall only be permitted if such Indebtedness is permitted to be Incurred pursuant to Section 3.2) if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole (i) are not materially less favorable to the Holders than the encumbrances and restrictions contained in the Credit Agreement, together with the security documents associated therewith, as in effect on the Issue Date (as determined in good faith by the Issuer) or (ii) either (A) the Issuer determines at the time of entry into such agreement or instrument that such encumbrances or restrictions shall not adversely affect, in any material respect, the Issuer's ability to make principal or interest payments on the Notes or (B) such encumbrance or restriction applies only during the continuance of a default relating to such agreement or instrument;

(14) any encumbrance or restriction existing by reason of any lien permitted under Section 3.6; or

(15) any encumbrance or restriction pursuant to an agreement or instrument effecting a refinancing of Indebtedness Incurred pursuant to, or that otherwise refinances, an agreement or instrument referred to in clauses (1) to (14) of this Section 3.4(b) or this clause (15) (an "Initial Agreement") or contained in any amendment, supplement or other modification to an agreement referred to in clauses (1) to (14) of this Section 3.4(b) or this clause (15); *provided*, *however*, that the encumbrances and restrictions with respect to such Restricted Subsidiary contained in any such agreement or instrument are no less favorable in any material respect to the Holders taken as a whole than the encumbrances and restrictions contained in the Initial Agreement or Initial Agreements to which such refinancing or amendment, supplement or other modification relates (as determined in good faith by the Issuer).

SECTION 3.5. Limitation on Sales of Assets and Subsidiary Stock .

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, make any Asset Disposition unless:

(1) the Issuer or such Restricted Subsidiary, as the case may be, receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at least equal to the fair market value (such fair market value to be determined on the date of contractually agreeing to such Asset Disposition), as determined in good faith by the Board of Directors of Holdings, of the shares and assets subject to such Asset Disposition (including, for the avoidance of doubt, if such Asset Disposition is a Permitted Asset Swap);

(2) in any such Asset Disposition, or series of related Asset Dispositions (except to the extent the Asset Disposition is a Permitted Asset Swap), at least 75% of the consideration from such Asset Disposition (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) received by the Issuer or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; and

(3) the Issuer or any of its Restricted Subsidiaries, will apply 100% of the Net Available Cash from any Asset Disposition:

(i) to the extent the Issuer or any Restricted Subsidiary, as the case may be, elects (or is required by the terms of any Indebtedness), (i) to prepay, repay or purchase any Indebtedness of a Non-Guarantor or Indebtedness that is secured by a Lien (in each case, other than Indebtedness owed to the Issuer or any Restricted Subsidiary) or any First Lien Obligations, including Indebtedness under the Credit Agreement (or any Refinancing Indebtedness in respect thereof) within 450 days from the later of (1) the date of such Asset Disposition and (2) the receipt of such Net Available Cash; *provided*, *however*, that, in connection with any prepayment, repayment or purchase of Indebtedness pursuant to this clause (i), the Issuer or Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) to be reduced in an amount equal to the principal amount so prepaid, repaid or purchased; or (B) to prepay, repay or purchase Senior Indebtedness; *provided further* that, to the extent the Issuer

redeems, repays or repurchases Senior Indebtedness pursuant to this clause (B), the Issuer shall equally and ratably reduce Obligations under the Notes as provided under Section 5.7, through open-market purchases (to the extent such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Disposition Offer) to all Holders to purchase their Notes at 100% of the principal amount thereof, plus the amount of accrued but unpaid interest, if any, on the amount of Notes that would otherwise be prepaid; *provided further*, that, in addition to the foregoing, the Net Available Cash from an Asset Disposition of Collateral may not be applied to prepay, repay or purchase any Indebtedness other than First Lien Obligations, and/or

(ii) to the extent the Issuer or any Restricted Subsidiary elects, to invest in or commit to invest in Additional Assets (including by means of an investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by the Issuer or another Restricted Subsidiary) within 450 days from the later of (A) the date of such Asset Disposition and (B) the receipt of such Net Available Cash; *provided*, *however*, that a binding agreement shall be treated as a permitted application of Net Available Cash from the date of such commitment with the good faith expectation that such Net Available Cash will be applied to satisfy such commitment within 180 days of such commitment (an "Acceptable Commitment") and, in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Net Available Cash is applied in connection therewith, the Issuer or such Restricted Subsidiary enters into another Acceptable Commitment (a "Second Commitment") within 180 days of such cancellation or termination; *provided further* that if any Second Commitment is later cancelled or terminated for any reason before such Net Available Cash is applied, then such Net Available Cash shall constitute Excess Proceeds; and

(4) if such Asset Disposition involves the disposition of Collateral, the Issuer or such Subsidiary has complied with the applicable provisions of this Indenture and the Collateral Documents;

*provided, however*, that, pending the final application of any such Net Available Cash in accordance with Section 3.5(a)(3)(i) or (ii), the Issuer and its Restricted Subsidiaries may temporarily reduce Indebtedness or otherwise use such Net Available Cash in any manner not prohibited by this Indenture.

(b) Any Net Available Cash from Asset Dispositions that is not applied or invested or committed to be applied or invested as provided in Section 3.5(a) shall be deemed to constitute "Excess Proceeds" under this Indenture. On the 451st day after an Asset Disposition or the receipt of such Net Available Cash, if the aggregate amount of Excess Proceeds under this Indenture exceeds $200,000,000, the Issuer shall within ten (10) Business Days be required to make an offer ("Asset Disposition Offer") to all Holders of Notes issued under this Indenture and, to the extent the Issuer elects, to all holders of other outstanding First Lien Obligations (and only to the extent the Excess Proceeds are greater than the outstanding First Lien Obligations, Senior Indebtedness), to purchase the maximum principal amount of Notes and any First Lien Obligations (and, if applicable, such Senior Indebtedness) to which the Asset Disposition Offer applies that may be purchased out of the Excess Proceeds, at an offer price equal to 100% of the principal amount of the Notes, First Lien Obligations (and, if applicable, such Senior Indebtedness), in each case, plus accrued and unpaid interest, if any, to, but not including, the date of purchase, in accordance with the procedures set forth in this Indenture or the agreements governing the First Lien Obligations (and, if applicable, such Senior Indebtedness), as applicable, and, with respect to the Notes, in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof. The Issuer shall deliver notice of such Asset Disposition Offer electronically or by first-class mail, with a copy to the Trustee, to each Holder of Notes at the address of such Holder appearing in the security register or otherwise in accordance with the applicable procedures of DTC, describing the transaction or transactions that constitute the Asset Disposition and offering to repurchase the Notes for the specified purchase price on the date specified in the notice, which date shall be no earlier than 30 days and no later than 60 days from the date such notice is delivered, pursuant to the procedures required by this Indenture and described in such notice.

(c) To the extent that the aggregate amount of Notes and First Lien Obligations (and, if applicable, Senior Indebtedness) so validly tendered and not properly withdrawn pursuant to an Asset Disposition Offer is less than the Excess Proceeds, the Issuer may use any remaining Excess Proceeds for any purpose not prohibited by this

Indenture. If the aggregate principal amount of the Notes surrendered in any Asset Disposition Offer by Holders and other First Lien Obligations surrendered by holders or lenders, collectively, exceeds the amount of Excess Proceeds, the Excess Proceeds shall be allocated among the Notes and First Lien Obligations to be purchased on a pro rata basis on the basis of the aggregate principal amount of tendered Notes and First Lien Obligations; *provided* that no Notes or other First Lien Obligations shall be selected and purchased in an unauthorized denomination. Upon completion of any Asset Disposition Offer, the amount of Excess Proceeds will be reset at zero.

(d) To the extent that any portion of Net Available Cash payable in respect of the Notes is denominated in a currency other than U.S. dollars, the amount thereof payable in respect of the Notes shall not exceed the net amount of funds in U.S. dollars that is actually received by the Issuer upon converting such portion into U.S. dollars.

(e) Notwithstanding any other provisions of this Section 3.5, (i) to the extent that any of or all the Net Available Cash of any Asset Disposition by a Foreign Subsidiary (a "Foreign Disposition") is prohibited or delayed by applicable local law, or would give rise to a violation of a third-party agreement of the Issuer or any Restricted Subsidiary, from being repatriated to the United States, the portion of such Net Available Cash so affected will not be required to be applied in compliance with this Section 3.5, and such amounts may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law or third-party agreement will not permit repatriation to the United States (the Issuer hereby agreeing to use reasonable efforts (as determined in the Issuer's reasonable business judgment) to otherwise cause the applicable Foreign Subsidiary to within one year following the date on which the respective payment would otherwise have been required, to promptly take all actions reasonably required by the applicable local law or third-party agreement to permit such repatriation), and if within one year following the date on which the respective payment would otherwise have been required, such repatriation of any of such affected Net Available Cash is permitted under the applicable local law or third-party agreement, such repatriation will be promptly effected and such repatriated Net Available Cash will be promptly (and in any event not later than five (5) Business Days after such repatriation could be made) applied (net of additional Taxes payable or reserved against as a result thereof) in compliance with this Section 3.5 and (ii) to the extent that the Issuer has determined in good faith that repatriation of any of or all the Net Available Cash of any Foreign Disposition would have an adverse Tax cost consequence with respect to such Net Available Cash (which for the avoidance of doubt, includes, but is not limited to, any prepayment whereby doing so the Issuer, any Restricted Subsidiary or any of their respective affiliates would incur a tax liability, including a tax dividend, deemed dividend pursuant to Code Section 956 or a withholding tax), the Net Available Cash so affected may be retained by the applicable Foreign Subsidiary. The non-application of any prepayment amounts as a consequence of the foregoing provisions will not, for the avoidance of doubt, constitute a Default or an Event of Default.

(f) For the purposes of Section 3.5(a)(2), the following will be deemed to be cash:

(i) the assumption by the transferee of Indebtedness or other liabilities contingent or otherwise of the Issuer or a Restricted Subsidiary (other than Subordinated Indebtedness of the Issuer or a Guarantor) and the release of the Issuer or such Restricted Subsidiary from all liability on such Indebtedness or other liability in connection with such Asset Disposition;

(ii) securities, notes or other obligations received by the Issuer or any Restricted Subsidiary of the Issuer from the transferee that are converted by the Issuer or such Restricted Subsidiary into cash or Cash Equivalents within 180 days following the closing of such Asset Disposition;

(iii) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Disposition, to the extent that the Issuer and each other Restricted Subsidiary are released from any Guarantee of payment of such Indebtedness in connection with such Asset Disposition;

(iv) consideration consisting of Indebtedness of the Issuer (other than Subordinated Indebtedness) received after the Issue Date from Persons who are not the Issuer or any Restricted Subsidiary; and

(v) any Designated Non-Cash Consideration received by the Issuer or any Restricted Subsidiary in such Asset Dispositions having an aggregate fair market value, taken together with all other

Designated Non-Cash Consideration received pursuant to this Section 3.5 that is at that time outstanding, not to exceed the greater of $800,000,000 and 3.0% of Total Assets (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value).

(g) Upon the commencement of an Asset Disposition Offer, the Issuer shall send, or cause to be sent, electronically or by first class mail, a notice to the Trustee and to each Holder at its registered address, in accordance with the applicable procedures of DTC. The notice shall contain all instructions and materials necessary to enable such Holder to tender Notes pursuant to the Asset Disposition Offer. Any Asset Disposition Offer shall be made to all Holders. The notice, which shall govern the terms of the Asset Disposition Offer, shall state:

(1) that the Asset Disposition Offer is being made pursuant to this Section 3.5 and that, to the extent lawful, all Notes tendered and not withdrawn shall be accepted for payment (unless prorated);

(2) the Asset Disposition payment amount, the Asset Disposition offered price, and the date on which Notes tendered and accepted for payment shall be purchased, which date shall be at least 30 days and not later than 60 days from the date such notices is mailed (the " Asset Sale Payment Date");

(3) that any Notes not tendered or accepted for payment shall continue to accrue interest in accordance with the terms thereof;

(4) that, unless the Issuer defaults in making such payment, any Notes accepted for payment pursuant to the Asset Disposition Offer shall cease to accrue interest on and after the Asset Sale Payment Date;

(5) that Holders electing to have any Notes purchased pursuant to any Asset Disposition Offer shall be required to surrender the Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, to the Paying Agent at the address specified in the notice at least three (3) Business Days before the Asset Sale Payment Date;

(6) that Holders shall be entitled to withdraw their election if the Paying Agent receives, not later than two (2) Business Days prior to the Asset Sale Payment Date, a notice setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing its election to have such Note purchased;

(7) that if the aggregate principal amount of Notes surrendered by Holders exceeds the Asset Disposition payment amount, the Issuer shall select the Notes to be purchased on a pro rata basis (with such adjustments as may be deemed appropriate by the Issuer so that only Notes in denominations of $2,000 or integral multiples of $1,000 remain outstanding after purchase); and

(8) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry).

(h) If the Asset Sale Payment Date is on or after a record date and on or before the related interest payment date, any accrued and unpaid interest shall be paid to the Person in whose name a Note is registered at the close of business on such record date, and no other interest, if any, shall be payable to Holders who tender Notes pursuant to the Asset Disposition Offer.

(i) On the Asset Sale Payment Date, the Issuer will, to the extent permitted by law,

(1) accept for payment all Notes issued by it or portions thereof properly tendered pursuant to the Asset Disposition Offer,

(2) deposit with the Paying Agent an amount equal to the aggregate Asset Disposition payment in respect of all Notes or portions thereof so tendered, and

(3) deliver, or cause to be delivered, to the Trustee for cancellation the Notes so accepted together with an Officer's Certificate to the Trustee stating that such Notes or portions thereof have been tendered to and purchased by the Issuer.

(j) The Issuer will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Notes pursuant to this Section 3.5. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

SECTION 3.6. Limitation on Liens.

(a) The Issuer shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, create, Incur or permit to exist any Lien (the "Initial Lien") on any of its assets or properties, in each case whether owned on the Issue Date or thereafter acquired, securing any Indebtedness, other than:

(1) in the case of any Initial Lien on any Collateral, such Initial Lien if such Initial Lien is a Permitted Lien; and

(2) in the case of any Initial Lien on any asset or property not constituting or required to become Collateral, such Initial Lien if (a) the Notes and the Note Guarantees are equally and ratably secured with (or on a senior basis to, in the case such Initial Lien secures any Subordinated Indebtedness) the Obligations secured by such Initial Lien, or (b) such Initial Lien is a Permitted Lien.

(b) Any Lien created for the benefit of the Holders pursuant to Section 3.6(a)(2) shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Initial Lien, which release and discharge, in the case of any sale of such asset or property, shall not affect any Lien that the Collateral Agent, Trustee or any other authorized representative may have on the proceeds from such sale.

(c) If the Issuer or any Guarantor creates any Lien upon any property or assets to secure any First Lien Obligations, it must substantially concurrently grant a First Lien upon such property or assets as security for the Notes or the applicable Note Guarantee such that the property or assets subject to such Lien becomes Collateral subject to the First Lien, except to the extent such property or assets constitutes (a) cash or cash equivalents required to secure only letter of credit obligations under any Credit Facility or (b) Excluded Stock Collateral and the granting of a First Lien as security for the Notes or the applicable Note Guarantee would require the Issuer to file separate financial statements for any Subsidiary with the SEC that the Issuer would not otherwise be required to file.

(d) With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the Incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The " Increased Amount" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

SECTION 3.7. Limitation on Guarantees.

(a) The Issuer will not permit any of its Wholly Owned Domestic Subsidiaries that are Restricted Subsidiaries (and non-Wholly Owned Domestic Subsidiaries if such non-Wholly Owned Domestic Subsidiaries guarantee other capital markets debt securities of the Issuer or any Restricted Subsidiary or guarantee all or a portion of the Credit Agreement), other than a Guarantor or a Receivables Subsidiary, to Guarantee the payment of any capital markets debt securities or Indebtedness under the Credit Agreement, in each case of the Issuer or any Guarantor, unless:

(1) such Restricted Subsidiary within 30 days (i) executes and delivers a supplemental indenture to this Indenture and, if applicable, joinder or supplement to the Registration Rights Agreement providing for a senior Guarantee by such Restricted Subsidiary, except that with respect to a guarantee of Indebtedness of the Issuer or any Guarantor, if such Indebtedness is by its express terms subordinated in right of payment to the Notes or such Guarantor's Note Guarantee, any such guarantee by such Restricted Subsidiary with respect to such Indebtedness shall be subordinated in right of payment to such Guarantee substantially to the same extent as such Indebtedness is subordinated to the Notes or such Guarantor's Note Guarantee and (ii) executes and delivers a supplement or joinder to the Collateral Documents or new Collateral Documents and takes all actions required thereunder to perfect the Liens created thereunder;

(2) such Restricted Subsidiary waives and will not in any manner whatsoever claim or take the benefit or advantage of, any rights of reimbursement, indemnity or subrogation or any other rights against the Issuer or any other Restricted Subsidiary as a result of any payment by such Restricted Subsidiary under its Guarantee until payment in full of Obligations under this Indenture; and

(3) such Restricted Subsidiary shall deliver to the Trustee an Opinion of Counsel stating that:

(i) such Guarantee has been duly executed and authorized; and

(ii) such Guarantee constitutes a valid, binding and enforceable obligation of such Restricted Subsidiary, except insofar as enforcement thereof may be limited by bankruptcy, insolvency or similar laws (including all laws relating to fraudulent transfers) and except insofar as enforcement thereof is subject to general principals of equity;

*provided* that this Section 3.7 shall not be applicable in the event that the Guarantee of the Issuer's obligations under the Notes or this Indenture by such Subsidiary would not be permitted under applicable law.

(b) The Issuer may elect, in its sole discretion, to cause any Subsidiary that is not otherwise required to be a Guarantor to become a Guarantor, in which case, such Subsidiary shall only be required to comply with the requirements in Section 3.7(a)(1).

(c) If any Guarantor becomes an Immaterial Subsidiary, the Issuer shall have the right, by execution and delivery of a supplemental indenture to the Trustee, to cause such Immaterial Subsidiary to cease to be a Guarantor, subject to the requirement described in Section 3.7(a) that such Subsidiary shall be required to become a Guarantor if it ceases to be an Immaterial Subsidiary (except that if such Subsidiary has been properly designated as an Unrestricted Subsidiary it shall not be so required to become a Guarantor or execute a supplemental indenture); *provided*, *however*, that such Immaterial Subsidiary shall not be permitted to Guarantee the Credit Agreement or other Indebtedness of the Issuer or any other Guarantor, unless it again becomes a Guarantor.

SECTION 3.8. Limitation on Affiliate Transactions.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Issuer (an " Affiliate Transaction") involving aggregate value in excess of $40,000,000 unless:

(1) the terms of such Affiliate Transaction taken as a whole are not materially less favorable to the Issuer or such Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable transaction at the time of such transaction or the execution of the agreement providing for such transaction in arm's length dealings with a Person who is not such an Affiliate; and

(2) in the event such Affiliate Transaction involves an aggregate value in excess of $80,000,000, the terms of such transaction have been approved by a majority of the members of the Disinterested Directors.

(b) Section 3.8(a) shall not apply to:

(1) any Restricted Payment permitted to be made pursuant to Section 3.3, or any Permitted Investment;

(2) any issuance or sale of Capital Stock, options, other equity-related interests or other securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, or entering into, or maintenance of, any employment, consulting, collective bargaining or benefit plan, program, agreement or arrangement, related trust or other similar agreement and other compensation arrangements, options, warrants or other rights to purchase Capital Stock of the Issuer, any Restricted Subsidiary or any Parent Entity, restricted stock plans, long-term incentive plans, stock appreciation rights plans, participation plans or similar employee benefits or consultants' plans (including valuation, health, insurance, deferred compensation, severance, retirement, savings or similar plans, programs or arrangements) or indemnities provided on behalf of officers, employees, directors or consultants approved by the Board of Directors of Holdings, in each case in the ordinary course of business or consistent with past practice;

(3) any Management Advances and any waiver or transaction with respect thereto;

(4) any transaction between or among the Issuer and any Restricted Subsidiary (or entity that becomes a Restricted Subsidiary as a result of such transaction), or between or among Restricted Subsidiaries;

(5) the payment of compensation, fees and reimbursement of expenses to, and customary indemnities (including under customary insurance policies) and employee benefit and pension expenses provided on behalf of, directors, officers, consultants or employees of the Issuer or any Restricted Subsidiary (whether directly or indirectly and including through any Person owned or controlled by any of such directors, officers or employees);

(6) the entry into and performance of obligations of the Issuer or any of its Restricted Subsidiaries under the terms of any transaction arising out of, and any payments pursuant to or for purposes of funding, any agreement or instrument in effect as of or on the Issue Date, as these agreements and instruments may be amended, modified, supplemented, extended, renewed or refinanced from time to time in accordance with the other terms of this Section 3.8 or to the extent not more disadvantageous to the Holders in any material respect;

(7) any transaction pursuant to a Qualified Receivables Transaction;

(8) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business or consistent with past practice, which are fair to the Issuer or the relevant Restricted Subsidiary in the reasonable determination of the Board of Directors of Holdings or the senior management of the Issuer or the relevant Restricted Subsidiary, or are on terms no less favorable than those that could reasonably have been obtained at such time from an unaffiliated party;

(9) [reserved];

(10) issuances or sales of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) of the Issuer or options, warrants or other rights to acquire such Capital Stock and the granting of registration and other customary rights in connection therewith or any contribution to capital of the Issuer or any Restricted Subsidiary;

(11) the Transactions and the payment of all fees and expenses related to the Transactions;

(12) transactions in which the Issuer or any Restricted Subsidiary, as the case may be, delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Issuer or such Restricted Subsidiary from a financial point of view or meets the requirements of Section 3.8(a)(1);

(13) [reserved];

(14) any purchases by the Issuer's Affiliates of Indebtedness or Disqualified Stock of the Issuer or any of its Restricted Subsidiaries the majority of which Indebtedness or Disqualified Stock is purchased by Persons who are not the Issuer's Affiliates; *provided* that such purchases by the Issuer's Affiliates are on the same terms as such purchases by such Persons who are not the Issuer's Affiliates;

(15) payments by the Issuer (and any Parent Entity) and its Restricted Subsidiaries pursuant to any tax sharing agreements in respect of Related Taxes among the Issuer (and any such Parent Entity) and its Restricted Subsidiaries on customary terms to the extent attributable to the ownership or operation of the Issuer and its Subsidiaries; and

(16) the contribution or other transfer by Holdings, the Issuer or any Subsidiary of property owned by it to any Spinout Subsidiary in a Spinout Transaction.

SECTION 3.9. Change of Control.

(a) If a Change of Control occurs, unless the Issuer has previously or concurrently delivered a redemption notice with respect to all the outstanding Notes as described under Section 5.7 and subject to Section 3.9(c), the Issuer shall make an offer to purchase all of the Notes pursuant to the offer described below (the "Change of Control Offer") at a price in cash (the "Change of Control Payment") equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest (including any Additional Interest), if any, to but excluding the date of repurchase, subject to the right of Holders of the Notes of record on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control, the Issuer will deliver notice of such Change of Control Offer electronically or by first-class mail, with a copy to the Trustee, to each Holder of Notes at the address of such Holder appearing in the security register or otherwise in accordance with the applicable procedures of DTC, as provided for in Section 2.3, describing the transaction or transactions that constitute the Change of Control and including the following information:

(1) that a Change of Control Offer is being made pursuant to this Section 3.9, and that all Notes properly tendered pursuant to such Change of Control Offer will be accepted for payment by the Issuer;

(2) the purchase price and the purchase date, which will be no earlier than 30 days nor later than 60 days from the date such notice is delivered (the "Change of Control Payment Date");

(3) that any Note not properly tendered will remain outstanding and continue to accrue interest;

(4) that unless the Issuer defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer will cease to accrue interest, on and after the Change of Control Payment Date;

(5) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender such Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of such Notes completed (subject to any contrary procedures of DTC with respect to Global Notes), to the Paying Agent specified in the notice at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(6) that Holders will be entitled to withdraw their tendered Notes and their election to require the Issuer to purchase such Notes; *provided* that the Paying Agent receives, not later than the close of business on the second Business Day prior to the expiration date of the Change of Control Offer, a

telegram, facsimile transmission or letter setting forth the name of the Holder of the Notes, the principal amount of Notes tendered for purchase, and a statement that such Holder is withdrawing its tendered Notes and its election to have such Notes purchased;

(7) that Holders whose Notes are being purchased only in part will be issued new Notes and such new Notes will be equal in principal amount to the unpurchased portion of the Notes surrendered (with the unpurchased portion of the Notes required to be equal to at least $2,000 or any integral multiple of $1,000 in excess of $2,000);

(8) if such notice is delivered prior to the occurrence of a Change of Control, stating that the Change of Control Offer is conditional on the occurrence of such Change of Control; and

(9) the other instructions, as determined by the Issuer, consistent with this Section 3.9, that a Holder must follow.

The Paying Agent will promptly deliver to each Holder of the Notes tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each such new Note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. The Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date. Any Change of Control Offer shall comply with the applicable procedures of the Depositary.

If the Change of Control Payment Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest and Additional Interest, if any, will be paid on the relevant interest payment date to the Person in whose name a Note is registered at the close of business on such record date.

(b) On the Change of Control Payment Date, the Issuer will, to the extent permitted by law,

(1) accept for payment all Notes issued by it or portions thereof properly tendered pursuant to the Change of Control Offer,

(2) deposit with the Paying Agent an amount equal to the aggregate Change of Control Payment in respect of all Notes or portions thereof so tendered, and

(3) deliver, or cause to be delivered, to the Trustee for cancellation the Notes so accepted together with an Officer's Certificate to the Trustee stating that such Notes or portions thereof have been tendered to and purchased by the Issuer and directing the Trustee to cancel such Notes.

(c) The Issuer will not be required to make a Change of Control Offer following a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer or (2) a notice of redemption of all outstanding Notes has been given pursuant to this Indenture as described under Section 5.7, unless and until there is a default in the payment of the redemption price on the applicable redemption date or the redemption is not consummated for any reason on or before the 60th day after such Change of Control. Notwithstanding anything to the contrary in this Section 3.9, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

(d) If Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Issuer, or any third party making a Change of Control Offer in lieu of the Issuer as described in this Section 3.9, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Issuer or such third party will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of

Control Offer described above, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest (including Additional Interest, if any) to but excluding the date of redemption.

(e) The Issuer will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

SECTION 3.10. Reports.

(a) Whether or not required by the SEC, so long as any Notes are outstanding, if not filed electronically with the SEC through the SEC's Electronic Data Gathering, Analysis, and Retrieval System (or any successor system), from and after the Issue Date, the Issuer will furnish to the Trustee, within fifteen (15) days after the time periods specified below:

(1) within 90 days after the end of each fiscal year, all information that would be required to be contained in an annual report on Form 10-K, or any successor or comparable form, filed with the SEC, including a "Management's discussion and analysis of financial condition and results of operations" and a report on the annual financial statements by the Issuer's independent registered public accounting firm;

(2) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, all information that would be required to be contained in a quarterly report on Form 10-Q, or any successor or comparable form, file with the SEC; and

(3) within the time periods specified for filing current reports on Form 8-K, all current reports required to be filed with the SEC on Form 8-K (whether or not the Issuer is then required to file such reports); *provided* that no such current report will be required to be furnished if the Issuer determines in its good faith judgment that such event is not material to Holders or the business, assets, operations, financial position or prospects of the Issuer and its Restricted Subsidiaries, taken as a whole;

in each case, in a manner that complies in all material respects with the requirements specified in such form. Notwithstanding the foregoing, the Issuer will not be so obligated to file such reports with the SEC if the SEC does not permit such filing, so long as the Issuer makes available such information to prospective purchasers of the Notes, in addition to providing such information to the Trustee and the Holders of the Notes, in each case, at the Issuer's expense and by the applicable date the Issuer would be required to file such information pursuant to the immediately preceding sentence. At any time that any of the Issuer's Subsidiaries are Unrestricted Subsidiaries, then the quarterly and annual financial information required by this Section 3.10 shall include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in "Management's Discussion and Analysis of Financial Condition and Results of Operations," of the financial condition and results of operations of the Issuer and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Issuer; *provided*, *however*, that such reasonably detailed presentation shall not be required if the Total Assets of all Unrestricted Subsidiaries are less than 5.0% of the Issuer's Total Assets. To the extent any such information is not so filed or furnished, as applicable, within the time periods specified above and such information is subsequently filed or furnished, as applicable, the Issuer will be deemed to have satisfied its obligations with respect thereto at such time and any Default or Event of Default with respect thereto shall be deemed to have been cured at such time; *provided* that such cure shall not otherwise affect the rights of the Holders under Section 6.1 if Holders of at least 30% in principal amount of the then total outstanding Notes have declared the principal, interest and any other monetary obligations on all the then outstanding Notes to be due and payable immediately and such declaration shall not have been rescinded or cancelled prior to such cure. In addition, to the extent not satisfied by the foregoing, the Issuer will agree that, for so long as any Notes are outstanding, it will furnish to Holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

(b) Substantially concurrently with the furnishing or making such information available to the Trustee pursuant to Section 3.10(a), the Issuer shall also post copies of such information required by Section 3.10(a) on its website.

(c) Notwithstanding any other provision of this Indenture, the sole remedy for an Event of Default relating to the failure to comply with the reporting obligations described under this Section 3.10, for the 270 days after the occurrence of such an Event of Default, consist exclusively of the right to receive additional interest on the principal amount of the Notes at a rate equal to 0.50% per annum. This additional interest shall be payable in the same manner and subject to the same terms as other interest payable under this Indenture. This additional interest will accrue on all outstanding Notes from and including the date on which an Event of Default relating to a failure to comply with the reporting obligations described in Section 3.10(a) first occurs to, but excluding, the 270th day thereafter (or such earlier date on which the Event of Default relating to such reporting obligations is cured or waived). If the Event of Default resulting from such failure to comply with the reporting obligations is continuing on such 270th day, such additional interest will cease to accrue and the Notes will be subject to the other remedies provided under Article VI.

(d) The Issuer will also hold quarterly conference calls for the Holders of the Notes to discuss financial information for the previous quarter (it being understood that such quarterly conference call may be the same conference call as with Holdings' equity investors and analysts). The conference call will be following the last day of each fiscal quarter of the Issuer and not later than ten (10) Business Days from the time that the Issuer distributes the financial information as set forth in Section 3.10(a). No fewer than two (2) days prior to the conference call, the Issuer or Holdings will issue a press release announcing the time and date of such conference call and providing instructions for Holders, securities analysts and prospective investors to obtain access to such call.

(e) Notwithstanding anything to the contrary set forth above, at any time that a Parent Entity holds no material assets other than cash, Cash Equivalents and the Capital Stock of the Issuer or any other Parent Entity (and performs the related incidental activities associated with such ownership) and complies with the requirements of Rule 3-10 of Regulation S-X promulgated by the SEC (or any successor provision), the reports, information and other documents required to be filed and furnished to holders of the Notes pursuant to this Section 3.10 may, at the option of the Issuer, be filed by and be those of such Parent Entity rather than of the Issuer; *provided*, *however*, that the issuance by a Parent Entity of any Indebtedness or Capital Stock shall not be deemed to prevent the Issuer from exercising its option described in this Section 3.10(e) to file and furnish reports, information and other documents of a Parent Entity to satisfy the requirements of this Section 3.10.

(f) Delivery under this Section 3.10 of reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer's Certificates).

(g) In addition, the Issuer shall furnish to the Holders and prospective investors, upon request, any information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act so long as the Notes are not freely transferrable under the Securities Act.

SECTION 3.11. Maintenance of Office or Agency.

The Issuer will maintain an office or agency where the Notes will be payable at the office or agency of the Issuer maintained for such purpose and where, if applicable, the Notes may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be delivered. The Corporate Trust Office of the Trustee, which initially shall be located at Regions Bank, Corporate Trust Services 315 Deaderick Street, 4th Floor, Nashville, TN 37238, Attention: CHS, shall be such office or agency of the Issuer unless the Issuer shall designate and maintain some other office or agency for one or more of such purposes. The Issuer will give prompt written notice to the Trustee of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations and surrenders may be made at the Corporate Trust Office of the Trustee, and the Issuer hereby appoints the Trustee as its agent to receive all such presentations and surrenders.

The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind any such designation. The Issuer will give prompt written notice to the Trustee of any such designation or rescission and any change in the location of any such other office or agency.

SECTION 3.12. Corporate Existence. Except as otherwise provided in this Article III, Article IV and Section 10.2(b), the Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and the corporate, partnership, limited liability company or other existence of each Restricted Subsidiary and the rights (charter and statutory), licenses and franchises of the Issuer and each Restricted Subsidiary; *provided*, *however*, that the Issuer shall not be required to preserve any such right, license or franchise or the corporate, partnership, limited liability company or other existence of any Restricted Subsidiary if the respective Board of Directors or, with respect to a Restricted Subsidiary that is not a Significant Subsidiary (or group of Restricted Subsidiaries that taken together would not be a Significant Subsidiary), senior management of the Issuer determines that the preservation thereof is no longer desirable in the conduct of the business of the Issuer and each of its Restricted Subsidiaries, taken as a whole, and that the loss thereof is not, and will not be, disadvantageous in any material respect to the Holders.

SECTION 3.13. Payment of Taxes. The Issuer shall pay or discharge or cause to be paid or discharged, before the same shall become delinquent, all material taxes, assessments and governmental charges levied or imposed upon the Issuer or any Subsidiary; *provided*, *however*, that the Issuer shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim the amount, applicability or validity of which is being contested in good faith by appropriate proceedings and for which appropriate reserves, if necessary (in the good faith judgment of management of the Issuer), are being maintained in accordance with GAAP or where the failure to effect such payment will not be disadvantageous in any material respect to the Holders.

SECTION 3.14. Compliance Certificate. The Issuer shall deliver to the Trustee within 120 days after the end of each fiscal year of the Issuer an Officer's Certificate, signed by the Chief Executive Officer, Chief Financial Officer or the Treasurer of the Issuer, stating that in the course of the performance by the signer of his or her duties as an Officer of the Issuer he or she would normally have knowledge of any Default or Event of Default and whether or not the signer knows of any Default or Event of Default that occurred during the previous fiscal year; *provided* that no such Officer's Certificate shall be required for any fiscal year ended prior to the Issue Date. If such Officer does have such knowledge, the certificate shall describe the Default or Event of Default, its status and the action the Issuer is taking or proposes to take with respect thereto. The Issuer also shall comply with Section 314(a)(4) of the Trust Indenture Act.

SECTION 3.15. Further Instruments and Acts. Upon request of the Trustee or the Collateral Agent or as necessary to comply with future developments or requirements, the Issuer will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

SECTION 3.16. Statement by Officers as to Default. The Issuer shall deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any events of which it is aware which would constitute a Default or Event of Default, their status and what action the Issuer is taking or proposes to take in respect thereof.

SECTION 3.17. Suspension of Certain Covenants and Release of Collateral and Guarantees on Achievement of Investment Grade Status .

(a) Following the first day after the Issue Date that: (1) the Notes have achieved Investment Grade Status; and (2) no Default or Event of Default has occurred and is continuing under this Indenture, then, beginning on that day and continuing until the Reversion Date (as defined below), the Note Guarantees shall be released, the Liens on the Collateral securing the Notes shall be released and the Issuer and its Restricted Subsidiaries will not be subject to Sections 3.2, 3.3, 3.4, 3.5, 3.7, 3.8 and 4.1(a)(3) (collectively, the "Suspended Covenants").

(b) If at any time the Notes cease to have such Investment Grade Status or if a Default or Event of Default occurs and is continuing, then the Suspended Covenants, the Note Guarantees and the Liens on the Collateral securing the Notes will thereafter be reinstated and, with respect to the Suspended Covenants, as if such covenants had never been suspended (the "Reversion Date") and be applicable pursuant to the terms of this Indenture (including in connection with performing any calculation or assessment to determine compliance with the terms of this Indenture), unless and until the Notes subsequently attain Investment Grade Status and no Default or Event of Default is in existence (in which event the Suspended Covenants, the Note Guarantees and the Liens on the Collateral securing the Notes shall no longer be in effect for such time that the Notes maintain an Investment Grade Status and no Default or Event of Default is in existence); *provided*, *however*, that no Default, Event of Default or breach of any kind shall be deemed to exist under this Indenture, the Registration Rights Agreement, the Notes or the Note Guarantees with respect to the Suspended Covenants based on, and none of the Issuer or any of its Subsidiaries shall bear any liability for, any actions taken or events occurring during the Suspension Period (as defined below), or any actions taken at any time pursuant to any contractual obligation arising prior to the Reversion Date, regardless of whether such actions or events would have been permitted if the applicable Suspended Covenants remained in effect during such period. The period of time between the date of suspension of the covenants and the Reversion Date is referred to as the "Suspension Period."

(c) On the Reversion Date, all Indebtedness Incurred during the Suspension Period will be classified to have been Incurred pursuant to Section 3.2(a) or one of the clauses set forth in Section 3.2(b) (to the extent such Indebtedness would be permitted to be Incurred thereunder as of the Reversion Date and after giving effect to the Indebtedness Incurred prior to the Suspension Period and outstanding on the Reversion Date). To the extent such Indebtedness would not be so permitted to be Incurred pursuant to Section 3.2(a) or (b), such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under Section 3.2(b)(4)(iii). Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under Section 3.3 will be made as though Section 3.3 had been in effect since the Issue Date and throughout the Suspension Period; *provided*, *however*, that, no Subsidiaries may be designated as Unrestricted Subsidiaries during the Suspension Period, unless such designation would have complied with Section 3.3 as if such Section would have been in effect during such period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under Section 3.3(a).

(d) The Trustee shall have no duty to monitor the ratings of the Notes, shall not be deemed to have any knowledge of the ratings of the Notes and shall have no duty to notify Holders of the suspension of the Suspended Covenants or the occurrence of the Reversion Date.

SECTION 3.18. Designation of Restricted and Unrestricted Subsidiaries .

(a) The Board of Directors of the Issuer may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate fair market value of all outstanding Investments owned by the Issuer and its Restricted Subsidiaries in the Subsidiary designated as an Unrestricted Subsidiary will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under Section 3.3 or under one or more clauses of the definition of Permitted Investments, as determined by the Issuer. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

(b) Any designation of a Subsidiary of the Issuer as an Unrestricted Subsidiary will be evidenced to the Trustee by filing with the Trustee a resolution of the Board of Directors of the Issuer giving effect to such designation and an Officer's Certificate certifying that such designation complies with the preceding conditions and was permitted by Section 3.3. If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of this Indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of the Issuer as of such date and, if such Indebtedness is not permitted to be incurred as of such date under Section 3.2, the Issuer will be in default of Section 3.2.

(c) The Board of Directors of the Issuer may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary of the Issuer; *provided* that such designation will be deemed to be an incurrence of

Indebtedness by a Restricted Subsidiary of the Issuer of any outstanding Indebtedness of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness is permitted under Section 3.2 calculated on a pro forma basis as if such designation had occurred at the beginning of the applicable reference period; and (2) no Default or Event of Default would be in existence following such designation. Any such designation by the Board of Directors of the Issuer shall be evidenced to the Trustee by filing with the Trustee a certified copy of a resolution of the Board of Directors of the Issuer giving effect to such designation and an Officer's Certificate certifying that such designation complies with the preceding conditions.

SECTION 3.19. Limitation on Sale and Leaseback Transactions.

(a) The Issuer will not, and will not permit any Restricted Subsidiary to, enter into any Sale and Leaseback Transaction with respect to any property unless:

(1) the Issuer or such Restricted Subsidiary would be entitled to (i) Incur Indebtedness in an amount equal to the Attributable Debt with respect to such Sale and Leaseback Transaction pursuant to Section 3.2 and (ii) create a Lien on such property securing such Attributable Debt without equally and ratably securing the Notes pursuant to Section 3.6.

(2) the net proceeds received by the Issuer or any Restricted Subsidiary in connection with such Sale and Leaseback Transaction are at least equal to the fair market value (as determined by the Board of Directors of Holdings) of such property; and

(3) the Issuer applies the proceeds of such transaction in compliance with Section 3.5.

SECTION 3.20. Limitations on Activities of the Issuer Prior to the Escrow Merger

(a) Prior to the Escrow Merger, the Issuer's activities shall be restricted to (i) issuing the Notes and the Unsecured Notes, (ii) issuing equity interests to, and receiving capital contributions from, Finco, Holdings or any of their respective Subsidiaries, (iii) performing its obligations in respect of the Notes and the Unsecured Notes under this Indenture and the indenture governing the Unsecured Notes, (iv) consummating the Escrow Merger, and (v) conducting such other activities as are necessary or appropriate to carry out, or are incidental or related to, the activities described above. Prior to the Escrow Merger, the Issuer will not Incur any Indebtedness other than the Unsecured Notes and the Notes, or own, hold or otherwise have any interest in any assets other than cash.

SECTION 3.21. Impairment of Security Interest.

(a) Holdings and the Issuer shall not, and shall not permit any Restricted Subsidiary to, take or knowingly or negligently omit to take, any action which action or omission might reasonably or would (in the good faith determination of the Issuer) have the result of materially impairing the effectiveness of the security interests, taken as a whole, including the lien priority with respect thereto, with respect to the Collateral for the benefit of the Collateral Agent and the Holders, including materially impairing the lien priority of the Notes with respect thereto (it being understood that any release pursuant to Section 12.6 and the incurrence of Permitted Liens shall not be deemed to so materially impair the security interests with respect to the Collateral).

(b) At the direction of the Issuer and without the consent of the Holders, the Collateral Agent or its agent or designee shall from time to time enter into one or more amendments, extensions, renewals, restatements, supplements or other modifications or replacements to or of the Notes Collateral Documents to: (i) cure any ambiguity, omission, defect or inconsistency therein that does not materially adversely affect the interests of the Holders, (ii) provide for Permitted Liens or Liens otherwise permitted under Section 3.6, (iii) add to the Collateral or (iv) make any other change thereto that does not adversely affect the Holders in any material respect

ARTICLE IV

SUCCESSOR ISSUER; SUCCESSOR PERSON

SECTION 4.1. Merger and Consolidation.

(a) Except for the Escrow Merger (which is explicitly permitted by this Indenture notwithstanding anything to the contrary herein), the Issuer will not consolidate with or merge with or into or convey, transfer or lease all or substantially all its assets, in one or more related transactions, to any Person, unless:

(1) the resulting, surviving or transferee Person (the "Successor Company") will be a Person organized and existing under the laws of the United States of America, any State of the United States or the District of Columbia and the Successor Company (if not the Issuer) will expressly assume, by supplemental indenture, executed and delivered to the Trustee and the Collateral Agent, in form satisfactory to the Trustee and the Collateral Agent, all the obligations of the Issuer under the Notes, this Indenture, and the Collateral Documents (and the applicable Person shall cause such amendments, supplements and other instruments to be executed, filed and recorded in such jurisdictions as may be required by applicable law to preserve and protect the Liens on the Collateral owned by or transferred to such Person, together with such financing statements or comparable documents as may be required to perfect any security interests in such Collateral which may be perfected by the filing of a financing statement or a similar document under the Uniform Commercial Code or other similar statute or regulation of the relevant states or jurisdiction) and if such Successor Company is not a corporation, a co-obligor of the Notes is a corporation organized or existing under such laws;

(2) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the applicable Successor Company or any Subsidiary of the applicable Successor Company as a result of such transaction as having been Incurred by the applicable Successor Company or such Subsidiary at the time of such transaction), no Default or Event of Default shall have occurred and be continuing;

(3) immediately after giving effect to such transaction, either (i) the applicable Successor Company would be able to Incur at least an additional $1.00 of Indebtedness pursuant to Section 3.2(a) or (ii) the Fixed Charge Coverage Ratio would not be lower than it was immediately prior to giving effect to such transaction; and

(4) the Issuer shall have delivered to the Trustee and the Collateral Agent an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with this Indenture and an Opinion of Counsel stating that such supplemental indenture (if any) has been duly authorized, executed and delivered and is a legal, valid and binding agreement enforceable against the applicable Successor Company (in each case, in form satisfactory to the Trustee and the Collateral Agent); *provided* that in giving an Opinion of Counsel, counsel may rely on an Officer's Certificate as to any matters of fact, including as to satisfaction of Section 4.1(a)(2) and (3).

(b) For purposes of this Section 4.1, the sale, lease, conveyance, assignment, transfer, or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Issuer, which properties and assets, if held by the Issuer instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Issuer on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Issuer.

(c) The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Note Documents, but in the case of a lease of all or substantially all its assets, the predecessor company will not be released from its obligations under the Note Documents.

(d) Notwithstanding Section 4.1(a)(2), (3) and (4) (which do not apply to transactions referred to in this sentence), (i) any Restricted Subsidiary of the Issuer may consolidate or otherwise combine with, merge into or transfer all or part of its properties and assets to the Issuer. Notwithstanding Sections 4.1(a)(2) and (3) (which do not apply to the transactions referred to in this sentence), the Issuer may consolidate or otherwise combine with or merge into an Affiliate incorporated or organized for the purpose of changing the legal domicile of the Issuer, reincorporating the Issuer in another jurisdiction, or changing the legal form of the Issuer.

(e) No Guarantor may:

(1) consolidate with or merge with or into any Person, or

(2) sell, convey, transfer or dispose of, all or substantially all its assets, in one transaction or a series of related transactions, to any Person, or

(3) permit any Person to merge with or into the Guarantor, unless:

(i) the other Person is the Issuer or any Restricted Subsidiary that is Guarantor (and the applicable Person shall cause such amendments, supplements and other instruments to be executed, filed and recorded in such jurisdictions as may be required by applicable law to preserve and protect the Liens on the Collateral owned by or transferred to such Person, together with such financing statements or comparable documents as may be required to perfect any security interests in such Collateral which may be perfected by the filing of a financing statement or a similar document under the Uniform Commercial Code or other similar statute or regulation of the relevant states or jurisdiction); or

(ii) (A) (1) either (x) a Guarantor is the continuing Person or (y) the resulting, surviving or transferee Person expressly assumes all of the obligations of the Guarantor under its Guarantee of the Notes, this Indenture and the Notes Collateral Documents (and the applicable Person shall cause such amendments, supplements and other instruments to be executed, filed and recorded in such jurisdictions as may be required by applicable law to preserve and protect the Liens on the Collateral owned by or transferred to such Person, together with such financing statements or comparable documents as may be required to perfect any security interests in such Collateral which may be perfected by the filing of a financing statement or a similar document under the Uniform Commercial Code or other similar statute or regulation of the relevant states or jurisdiction); and

(B) immediately after giving effect to the transaction, no Default has occurred and is continuing; or

(iii) the transaction constitutes a sale or other disposition (including by way of consolidation or merger) of a Subsidiary Guarantor or the sale or disposition of all or substantially all the assets of a Subsidiary Guarantor (in each case other than to the Issuer or a Restricted Subsidiary) otherwise permitted by this Indenture.

SECTION 4.2. Assumption Supplemental Indenture and Notes Collateral Documents .

(a) Immediately upon the consummation of the Escrow Merger, Finco and the guarantors named in Schedule B-1 or B-2 to the Purchase Agreement shall execute and deliver to the Trustee and the Collateral Agent the Assumption Supplemental Indenture.

(b) Immediately upon consummation of the Escrow Merger, (i) Finco and the guarantors named in Schedule B-2 to the Purchase Agreement shall execute and deliver to the Collateral Agent a supplement to the Collateral Agreement, (ii) (A) Finco, CHS Washington Holdings, LLC, Triad Healthcare Corporation, Quorum Health Resources, LLC, Youngstown Ohio Hospital Company, LLC, Blue Island Hospital Company, LLC, Health Management Associates, Inc. and Brevard HMA Holdings, LLC shall execute and deliver to the Collateral Agent

trademark security agreements, (B) Finco, CHS Washington Holdings, LLC, Northwest Hospital, LLC and Quorum Health Resources, LLC shall execute and deliver to the Collateral Agent a copyright security agreement and (C) Finco and Health Management Associates, Inc., shall execute and deliver to the Collateral Agent a patent security agreement, (iii) the guarantors named in Schedule B-2 to the Purchase Agreement shall execute and deliver a consent to the Intercreditor Agreement and (iv) Finco and the guarantors named in Schedule B-1 and B-2 to the Purchase Agreement shall execute and deliver to the Collateral Agent a reaffirmation agreement relating to the Collateral Agreement, in each case in form and substance satisfactory to the Collateral Agent.

## ARTICLE V

## REDEMPTION OF NOTES

SECTION 5.1. Notices to Trustee. If the Issuer elects to redeem Notes pursuant to the optional redemption provisions of Section 5.7, it must furnish to the Trustee, at least 30 days but not more than 60 days before a redemption date, an Officer's Certificate setting forth:

(1) the clause of this Indenture pursuant to which the redemption shall occur;

(2) the redemption date;

(3) the principal amount of Notes to be redeemed; and

(4) the redemption price.

Any optional redemption referenced in such Officer's Certificate may be cancelled by the Issuer at any time prior to notice of redemption being sent to any Holder and thereafter shall be null and void.

SECTION 5.2. Selection of Notes to Be Redeemed or Purchased. If less than all of the Notes are to be redeemed at any time, the Trustee will select the Notes for redemption in compliance with the requirements of the principal securities exchange, if any, on which the Notes are listed, as certified to the Trustee by the Issuer, and in compliance with the applicable requirements of DTC, or if the Notes are not so listed or such exchange prescribes no method of selection and the Notes are not held through DTC or DTC prescribes no method of selection, on a pro rata basis, subject to adjustments so that no Note in an unauthorized denomination is redeemed in part; *provided*, *however*, that no Note of $2,000 in aggregate principal amount or less will be redeemed in part.

SECTION 5.3. Notice of Redemption.

(a) Notices of redemption will be delivered electronically or mailed by first-class mail at least 30 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at the address of such Holder appearing in the security register or otherwise in accordance with the applicable procedures of DTC, except that redemption notices may be delivered electronically or mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Indenture pursuant to Article VIII or XI.

The notice will identify the Notes (including the CUSIP or ISIN number) to be redeemed and will state:

(1) the redemption date;

(2) the redemption price;

(3) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion will be issued upon cancellation of the original Note;

(4) the name and address of the Paying Agent;

(5) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(6) that, unless the Issuer defaults in making such redemption payment, interest and Additional Interest, if any, on Notes called for redemption cease to accrue on and after the redemption date;

(7) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed; and

(8) that no representation is made as to the correctness or accuracy of the CUSIP or ISIN number listed in such notice or printed on the Notes.

(b) If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount thereof to be redeemed, in which case a portion of the original Note will be issued in the name of the Holder thereof upon cancellation of the original Note. In the case of a Global Note, an appropriate notation shall be made on such Note to decrease the principal amount thereof to an amount equal to the unredeemed portion thereof. Subject to the terms of the applicable redemption notice (including any conditions contained therein), Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, unless the Issuer defaults in the payment of the redemption price, interest ceases to accrue on Notes or portions of them called for redemption.

(c) For Notes which are represented by global certificates held on behalf of DTC, notices may be given by delivery of the relevant notices to DTC, in accordance with their procedures for communication to entitled account holders in substitution for the aforesaid electronic delivery or first-class mailing.

(d) At the Issuer's request, the Trustee shall give the notice of redemption in the Issuer's name and at the Issuer's expense. In such event, the Issuer shall provide the Trustee with an Officer's Certificate containing the information required by this Section 5.3 at least five (5) Business Days prior to the date on which the Issuer instructs the Trustee to send the notice (or such shorter period as the Trustee may agree).

SECTION 5.4. Effect of Notice of Redemption. Subject to the following sentence, once notice of redemption is sent in accordance with Section 5.3, Notes called for redemption become irrevocably due and payable on the redemption date at the redemption price. Any optional redemption may, at the Issuer's option and discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an Equity Offering in the case of a redemption related to an Equity Offering.

SECTION 5.5. Deposit of Redemption or Purchase Price. Prior to 10:00 a.m., New York City time, on the redemption or purchase date, the Issuer will deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption or purchase price of and accrued interest, if any, on, all Notes to be redeemed or purchased on that date. The Trustee or the Paying Agent will promptly return to the Issuer any money deposited with the Trustee or the Paying Agent by the Issuer in excess of the amounts necessary to pay the redemption or purchase price of, and accrued interest, if any, on, all Notes to be redeemed or purchased.

If the Issuer complies with the provisions of the preceding paragraph, on and after the redemption or purchase date, interest and Additional Interest, if any, will cease to accrue on the Notes or the portions of Notes called for redemption or purchase. If a Note is redeemed or purchased on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest (and Additional Interest, if any) shall be paid to the Person in whose name such Note was registered at the close of business on such record date, and no other interest will be payable to Holders whose Notes will be subject to redemption by the Issuer. If any Note called for redemption or purchase is not so paid upon surrender for redemption or purchase because of the failure of the Issuer to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption or purchase date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 3.1.

SECTION 5.6. Notes Redeemed or Purchased in Part. Upon surrender of a Note that is redeemed or purchased in part, the Issuer will issue and, upon receipt of an Issuer Order, the Trustee will authenticate for the Holder at the expense of the Issuer a new Note equal in principal amount to the unredeemed or unpurchased portion of the Note surrendered; *provided*, that each such new Note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof.

SECTION 5.7. Optional Redemption.

(a) Except as set forth in Sections 5.7(b), (c) and (d), the Notes are not redeemable at the option of the Issuer.

(b) At any time and from time to time on or after the Escrow Release Date and prior to February 1, 2017, the Issuer may redeem the Notes in whole or in part, at its option, upon not less than 30 nor more than 60 days' prior notice at a redemption price equal to 100% of the principal amount of the Notes to be redeemed plus the Applicable Premium as of, and accrued and unpaid interest (including any Additional Interest), if any, to the redemption date.

(c) At any time and from time to time on or after February 1, 2017, the Issuer may redeem the Notes in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the percentage of principal amount set forth below plus accrued and unpaid interest (including any Additional Interest), if any, on the Notes redeemed, to the applicable date of redemption, if redeemed during the twelve-month period beginning on February 1 of the years indicated below:

| Year | Percentage |
|---|---|
| 2017 | 103.844% |
| 2018 | 102.563% |
| 2019 | 101.281% |
| 2020 and thereafter | 100.000% |

(d) At any time and from time to time on or after the Issue Date and prior to February 1, 2017, the Issuer may redeem Notes with the net cash proceeds received by the Issuer from any Equity Offering (other than Excluded Contributions) at a redemption price (expressed as a percentage of principal amount) equal to 105.125 % plus accrued and unpaid interest (including any Additional Interest), if any, to the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the original aggregate principal amount of the Notes (including Additional Notes); *provided* that:

(1) in each case the redemption takes place not later than 180 days after the closing of the related Equity Offering, and

(2) not less than 50% of the original aggregate principal amount of the Notes issued under this Indenture remains outstanding immediately thereafter (excluding Notes held by the Issuer or any of its Restricted Subsidiaries).

(f) Any redemption pursuant to this Section 5.7 shall be made pursuant to the provisions of Sections 5.1 through 5.6.

SECTION 5.8. Mandatory Redemption. The Issuer is not required to make mandatory redemption or sinking fund payments with respect to the Notes; *provided* however, that under certain circumstances, the Issuer may be required to offer to purchase Notes under Section 3.5 and Section 3.9. The Issuer may at any time and from time to time purchase Notes in the open market or otherwise.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.1. Events of Default.

(a) Each of the following is an "Event of Default":

(1) default in any payment of interest, or Additional Interest, if any, on any Note when due and payable, continued for 30 days;

(2) default in the payment of the principal amount of or premium, if any, on any Note issued under this Indenture when due at its Stated Maturity, upon optional redemption, mandatory redemption, upon required repurchase, upon declaration or otherwise;

(3) the failure by the Issuer or Holdings to comply with its obligations under Article IV or Section 3.20.

(4) failure by the Issuer or any Guarantor to comply for 60 days after written notice by the Trustee on behalf of the Holders or by the Holders of 30% in principal amount of the outstanding Notes with any other agreement or obligation contained in the Notes or this Indenture or the Notes Collateral Documents;

(5) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Issuer or any of its Restricted Subsidiaries (or the payment of which is Guaranteed by the Issuer any of its Restricted Subsidiaries) other than Indebtedness owed to the Issuer or a Restricted Subsidiary whether such Indebtedness or Guarantee now exists, or is created after the date hereof, which default:

(A) is caused by a failure to pay principal of such Indebtedness, at its stated final maturity (after giving effect to any applicable grace periods) provided in such Indebtedness; or

(B) results in the acceleration of such Indebtedness prior to its stated final maturity;

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a payment default or the maturity of which has been so accelerated, aggregates $150,000,000 or more;

(6) Holdings, the Issuer or a Significant Subsidiary or group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case or proceeding;

(B) consents to the entry of an order for relief against it in an involuntary case or proceeding;

(C) consents to the appointment of a Custodian of it or for substantially all of its property;

(D) makes a general assignment for the benefit of its creditors;

(E) consents to or acquiesces in the institution of a bankruptcy or an insolvency proceeding against it; or

(F) takes any comparable action under any foreign laws relating to insolvency;

(7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against Holdings, the Issuer or a Significant Subsidiary or group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries) would constitute a Significant Subsidiary in an involuntary case;

(B) appoints a Custodian of Holdings, the Issuer or a Significant Subsidiary or group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries) would constitute a Significant Subsidiary, for substantially all of its property;

(C) orders the winding up or liquidation of Holdings, the Issuer or a Significant Subsidiary or group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary; or

(D) or any similar relief is granted under any foreign laws and the order, decree or relief remains unstayed and in effect for 60 consecutive days;

(8) failure by the Issuer or any Significant Subsidiary (or group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries) would constitute a Significant Subsidiary) to pay final judgments aggregating in excess of $150,000,000 (other than any judgments covered by indemnities provided by, or insurance policies issued by, reputable and creditworthy companies), which final judgments remain unpaid, undischarged and unstayed for a period of more than 60 days after such judgment becomes final, and in the event such judgment is covered by an indemnity or insurance as aforesaid, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(9) any Guarantee of the Notes ceases to be in full force and effect, other than in accordance with the terms of this Indenture, or a Guarantor denies or disaffirms its obligations under its Guarantee of the Notes, other than in accordance with the terms thereof or upon release of such Note Guarantee in accordance with this Indenture or, without limiting Section 6.1(a)(6) or (7), in connection with the bankruptcy of a Subsidiary Guarantor, so long as the aggregate assets of such Subsidiary Guarantor and any other Subsidiary Guarantor whose Note Guarantee ceased to be in full force and effect as a result of a bankruptcy are less than $150,000,000;

(10) (a) any Lien created by the Notes Collateral Documents relating to the Notes and/or the Note Guarantees shall not constitute a valid and perfected Lien on any portion of the Collateral intended to be covered thereby with an aggregate fair market value, with respect to all such Liens taken together, greater than $150,000,000 (to the extent perfection is required by this Indenture or the Notes Collateral Documents), except as otherwise permitted by the terms of this Indenture or the relevant Notes Collateral Documents and other than the satisfaction in full of all obligations of the Issuer and the Guarantors under this Indenture or the release or amendment of any such Lien in accordance with the terms of this Indenture and the Notes Collateral Documents, (b) except for expiration in accordance with its terms or amendment, modification, waiver, termination or release in accordance with the terms of this Indenture and the Notes Collateral Documents, any of the Notes Collateral Documents (including the notice designating the Notes as "Pari Passu Debt Obligations" under the Collateral Agreement) shall for whatever reason be terminated or cease to be in full force and effect, or (c) the enforceability of any Notes Collateral Document shall be contested by the Issuer or any Guarantor, except in each case to the extent that any such invalidity or loss of perfection or termination results from the failure of the Collateral Agent to make filings, renewals and continuations (or other equivalent filings) or take other appropriate action or the failure of the Collateral Agent to maintain possession of certificates, instruments or other documents actually delivered to it representing securities pledged or other possessory collateral pledged under the applicable Notes Collateral Documents; or

(11) so long as any other First Lien Obligations are outstanding, the Intercreditor Agreement shall cease to be effective or cease to be legally valid and binding, or otherwise not be effective to create the rights and obligations purported to be created thereunder, unless the same (a) results directly from the action or inaction of the Collateral Agent or (b) is not materially adverse to the Holders.

(b) Notwithstanding the foregoing, a Default under Section 6.1(a)(4) will not constitute an Event of Default until the Trustee or the Holders of 30% in principal amount of the outstanding Notes notify the Issuer of the default and the Issuer does not cure such default within the time specified in Section 6.1(a)(4) after receipt of such notice.

SECTION 6.2. Acceleration.

(a) If an Event of Default (other than an Event of Default described in Section 6.1(a)(6) or (7) with respect to Holdings or the Issuer) occurs and is continuing, the Trustee by written notice to the Issuer (or the Holders of at least 30% in principal amount of the outstanding Notes by written notice to the Issuer and the Trustee), may declare the principal of and accrued and unpaid interest, including Additional Interest, if any, on all the Notes to be due and payable. Upon such a declaration, such principal and accrued and unpaid interest, including Additional Interest, if any, will be due and payable immediately.

(b) In the event of a declaration of acceleration of the Notes because an Event of Default described in clause Section 6.1(a)(5) has occurred and is continuing, the declaration of acceleration of the Notes shall be automatically annulled if:

(1) the event of default or payment default triggering such Event of Default pursuant to Section 6.1(a)(5) shall be remedied or cured, or waived by the holders of the Indebtedness, or the Indebtedness that gave rise to such Event of Default shall have been discharged in full, in each case, within 30 days after the declaration of acceleration with respect thereto;

(2) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction; and

(3) all existing Events of Default, except nonpayment of principal or interest, including Additional Interest, if any, on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived.

(c) If an Event of Default described in Section 6.1(a)(6) or (7) with respect to Holdings or the Issuer occurs and is continuing, the principal of, and accrued and unpaid interest, including Additional Interest, if any, on all the Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders.

(d) (i) If a Default for a failure to report or failure to deliver a required certificate in connection with another Default (the " Initial Default") occurs, then at the time such Initial Default is cured, such Default for a failure to report or failure to deliver a required certificate in connection with another Default that resulted solely because of that Initial Default shall also be cured without any further action and (ii) any Default or Event of Default for the failure to comply with the time periods prescribed under Section 3.10, or otherwise to deliver any notice or certificate pursuant to any other provision of this Indenture shall be deemed to be cured upon the delivery of any such report required by said provision or such notice or certificate, as applicable, even though such delivery is not within the prescribed period specified herein.

SECTION 6.3. Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy by proceeding at law or in equity to collect the payment of principal of, or premium, if any, or interest, including Additional Interest, if any, on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

SECTION 6.4. Waiver of Past Defaults. The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may, on behalf of all of the Holders, (a) waive, by their consent (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), all past or existing Defaults or Events of Default and its consequences under this Indenture except (i) a Default or Event of Default in the payment of the principal of, or premium, if any, or interest (including Additional Interest), if any, on a Note or (ii) a Default or Event of Default in respect of a provision that under Section 9.2 cannot be amended without the consent of each Holder affected and (b) rescind any acceleration with respect to the Notes and its consequences if (1) such rescission would not conflict with any judgment or decree of a court of competent jurisdiction, (2) all existing Events of Default have been cured or waived except nonpayment of principal, premium, if any, or interest or Additional Interest, if any, that has become due solely because of the acceleration, (3) to the extent the payment of such interest is lawful, interest on overdue installments of interest or Additional Interest, if any, premium, if any, and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid, (4) the Issuer has paid the Trustee its compensation and reimbursed the Trustee for its reasonable expenses, disbursements and advances and (5) in the event of the cure or waiver of an Event of Default of the type described in clause (4) of Section 6.1, the Trustee shall have received an Officer's Certificate and an Opinion of Counsel stating that such Event of Default has been cured or waived. No such rescission shall affect any subsequent Default or impair any right consequent thereto. When a Default or Event of Default is waived, it is deemed cured, but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any consequent right.

SECTION 6.5. Control by Majority. The Holders of a majority in principal amount of the outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee of exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or the Notes or, subject to Sections 7.1 and 7.2, that the Trustee determines is unduly prejudicial to the rights of other Holders (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not any actions are unduly prejudicial to such Holders) or would involve the Trustee in personal liability; *provided*, *however*, that the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction. Prior to taking any such action hereunder, the Trustee shall be entitled to indemnification satisfactory to it against all fees, losses and expenses (including attorney's fees and expenses) that may be caused by taking or not taking such action.

SECTION 6.6. Limitation on Suits. If an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under this Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity or security satisfactory to the Trustee against any loss, liability or expense. Except to enforce the right to receive payment of principal or interest when due (including Additional Interest, if any), no Holder may pursue any remedy with respect to this Indenture or the Notes unless:

(1) such Holder has previously given the Trustee written notice that an Event of Default is continuing;

(2) Holders of at least 30% in principal amount of the outstanding Notes have requested in writing the Trustee to pursue the remedy;

(3) such Holders have offered in writing the Trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense;

(4) the Trustee has not complied with such request within 60 days after the receipt of the written request and the offer of security or indemnity; and

(5) the Holders of a majority in principal amount of the outstanding Notes have not given the Trustee a written direction that, in the opinion of the Trustee, is inconsistent with such request within such 60-day period.

SECTION 6.7. Rights of Holders to Receive Payment. Notwithstanding any other provision of this Indenture (including, without limitation, Section 6.6), the right of any Holder to receive payment of principal of, premium, if any, or interest, including Additional Interest, if any, on the Notes held by such Holder, on or after the respective due dates expressed or provided for in the Notes, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 6.8. Collection Suit by Trustee. If an Event of Default specified in Section 6.1(a)(1) or (2) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Issuer for the whole amount then due and owing (together with interest on any unpaid interest and Additional Interest, if any, to the extent lawful) and the amounts provided for in Section 7.7.

SECTION 6.9. Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders allowed in any judicial proceedings relative to Holdings, the Issuer, its Subsidiaries or its or their respective creditors or properties and, unless prohibited by law or applicable regulations, may be entitled and empowered to participate as a member of any official committee of creditors appointed in such matter and may vote on behalf of the Holders in any election of a trustee in bankruptcy or other Person performing similar functions, and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 7.7.

No provision of this Indenture shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 6.10. Priorities.

(a) Subject to the provisions of the Intercreditor Agreement and the Collateral Documents, if the Trustee collects any money or property pursuant to this Article VI it shall pay out the money or property in the following order:

FIRST: to the Trustee for amounts due to it under Section 7.7;

SECOND: to Holders for amounts due and unpaid on the Notes for principal of, or premium, if any, and interest and Additional Interest, if any, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal of, or premium, if any, and interest (including Additional Interest, if any,), respectively; and

THIRD: to the Issuer, or to the extent the Trustee collects any amount from any Guarantor, to such Guarantor.

(b) The Trustee may fix a record date and payment date for any payment to Holders pursuant to this Section 6.10. At least fifteen (15) days before such record date, the Issuer shall send or cause to be sent to each Holder and the Trustee a notice that states the record date, the payment date and amount to be paid.

SECTION 6.11. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee or the Collateral Agent for any action taken or omitted by it, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee or the Collateral Agent, a suit by the Issuer, a suit by a Holder pursuant to Section 6.7 or a suit by Holders of more than 10% in outstanding principal amount of the Notes.

## ARTICLE VII

## TRUSTEE

SECTION 7.1. Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent Person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth as duties of the Trustee in this Indenture, the Notes, the Notes Collateral Documents or the Intercreditor Agreement and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates, opinions or orders furnished to the Trustee and conforming to the requirements of this Indenture or the Notes, as the case may be. However, in the case of any such certificates or opinions which by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall examine such certificates and opinions to determine whether or not they conform to the requirements of this Indenture or the Notes, as the case may be (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liability for its own grossly negligent action, its own grossly negligent failure to act or its own willful misconduct, except that:

(1) this Section 7.1(c) does not limit the effect of Section 7.1(b);

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.5; and

(4) no provision of this Indenture or the Notes shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or thereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to clauses (a), (b) and (c) of this Section 7.1.

(e) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer.

(f) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 7.1 and to the provisions of the Trust Indenture Act.

SECTION 7.2. Rights of Trustee. Subject to Section 7.1:

(a) The Trustee may conclusively rely on and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document (whether in its original or facsimile form) reasonably believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document. The Trustee shall receive and retain financial reports and statements of the Issuer as provided herein, but shall have no duty to review or analyze such reports or statements to determine compliance with covenants or other obligations of the Issuer.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate and/or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on an Officer's Certificate or Opinion of Counsel.

(c) The Trustee may execute any of the trusts and powers hereunder or perform any duties hereunder either directly or by or through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent or attorney appointed with due care by it hereunder.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within its rights or powers conferred upon it by this Indenture.

(e) The Trustee may consult with counsel of its selection, and the advice or opinion of counsel relating to this Indenture or the Notes shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it hereunder or under the Notes in good faith and in reliance on the advice or opinion of such counsel.

(f) The Trustee shall not be deemed to have notice of any Default or Event of Default or whether any entity or group of entities constitutes a Significant Subsidiary unless a Trust Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default or of any such Significant Subsidiary is received by the Trustee at the Corporate Trust Office of the Trustee specified in Section 3.11, and such notice references the Notes and this Indenture.

(g) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other Person employed to act hereunder, including the Collateral Agent.

(h) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or the Notes at the request, order or direction of any of the Holders pursuant to the provisions of this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which may be incurred therein or thereby.

(i) The Trustee shall not be deemed to have knowledge of any fact or matter unless such fact or matter is actually known to a Trust Officer of the Trustee.

(j) Whenever in the administration of this Indenture or the Notes the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder or thereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith or willful misconduct on its part, conclusively rely upon an Officer's Certificate.

(k) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine, during business hours and upon reasonable notice, the books, records and premises of the Issuer and the Restricted Subsidiaries, personally or by agent or attorney at the sole cost of the Issuer and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(l) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(m) The Trustee may request that the Issuer deliver an Officer's Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture or the Notes.

(n) In no event shall the Trustee be liable to any Person for special, punitive, indirect, consequential or incidental loss or damage of any kind whatsoever (including, but not limited to, lost profits), even if the Trustee has been advised of the likelihood of such loss or damage.

(o) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer shall be sufficient if signed by one Officer of the Issuer

SECTION 7.3. Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer, Guarantors or their Affiliates with the same rights it would have if it were not Trustee. Any Paying Agent, Registrar, co-registrar or co-paying agent may do the same with like rights. However, the Trustee must comply with Sections 7.10 and 7.11. In addition, the Trustee shall be permitted to engage in transactions with the Issuer; *provided*, *however*, that if the Trustee acquires any conflicting interest under the Trust Indenture Act, the Trustee must (i) eliminate such conflict within 90 days of acquiring such conflicting interest, (ii) apply to the SEC for permission to continue acting as Trustee or (iii) resign.

SECTION 7.4. Trustee's and Collateral Agent's Disclaimer. Neither the Trustee nor the Collateral Agent shall be responsible for and neither of them makes any representation as to the validity or adequacy of this Indenture, the Notes, or the Notes Collateral Documents. Neither of them shall be accountable for the Issuer's use of the proceeds from the sale of the Notes, neither of them shall be responsible for the use or application of any money received by any Paying Agent (other than the Trustee to the extent the Trustee is the Paying Agent) or any money paid to the Issuer pursuant to the terms of this Indenture and neither of them shall be responsible for any statement of the Issuer in this Indenture or in any document issued in connection with the sale of the Notes or in the Notes (other than, in the case of the Trustee, the Trustee's certificate of authentication).

SECTION 7.5. Notice of Defaults. If a Default or Event of Default occurs and is continuing and the Trustee is informed of such occurrence by the Issuer, the Trustee must give notice of the Default or Event of Default to the Holders and the Collateral Agent within 60 days after being notified by the Issuer. Except in the case of a Default or Event of Default in payment of principal of, or premium, if any, or interest or Additional Interest, if any, on any Note, the Trustee may withhold notice if and so long as the Trustee in good faith determines that withholding notice is in the interests of the Holders.

SECTION 7.6. Reports by Trustee to Holders. Within 60 days after each December 31 beginning December 31, 2014, the Trustee shall mail to each Holder a brief report dated as of such December 31 that complies with Section 313(a) of the Trust Indenture Act if and to the extent required thereby. The Trustee also shall comply with Section 313(c) of the Trust Indenture Act.

A copy of each report at the time of its mailing to Holders shall be filed with the SEC and each stock exchange (if any) on which the Notes are listed. The Issuer agrees to notify the Trustee promptly in writing whenever the Notes become listed on any stock exchange and of any delisting thereof and the Trustee shall comply with Section 313(d) of the Trust Indenture Act.

SECTION 7.7. Compensation and Indemnity. The Issuer shall pay to the Trustee from time to time compensation for its services hereunder and under the Notes as the Issuer and the Trustee shall from time to time agree in writing. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred or made by it, including, but not limited to, costs of collection, costs of preparing reports, certificates and other documents, costs of preparation and mailing of notices to Holders. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the agents, counsel, accountants and experts of the Trustee. The Issuer shall indemnify the Trustee against any and all fees, loss, liability, damages, claims or expense, including taxes (other than taxes based upon the income of the Trustee) (including reasonable attorneys' and agents' fees and expenses) incurred by it without willful misconduct or gross negligence, as determined by a court of competent jurisdiction, on its part in connection with the administration of this trust and the performance of its duties hereunder and under the Notes, including the fees, costs and expenses of enforcing this Indenture (including this Section 7.7) and the Notes and of defending itself against any claims (whether asserted by any Holder, the Issuer or otherwise). The Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity of which it has received written notice. Failure by the Trustee to so notify the Issuer shall not relieve the Issuer of its obligations hereunder. The Issuer shall defend the claim and the Trustee shall provide reasonable cooperation at the Issuer's expense in the defense. The Trustee may have separate counsel and the Issuer shall pay the reasonable fees and expenses of such counsel.

To secure the Issuer's payment obligations in this Section 7.7, the Trustee shall have a lien prior to the Notes on all money or property held or collected by the Trustee. Such lien shall survive the satisfaction and discharge of this Indenture. The Trustee's respective right to receive payment of any amounts due under this Section 7.7 shall not be subordinate to any other liability or Indebtedness of the Issuer.

The Issuer's payment obligations pursuant to this Section 7.7 shall survive the discharge of this Indenture and the resignation or removal of the Trustee. Without prejudice to any other rights available to the Trustee under applicable law, when the Trustee incurs fees, expenses or renders services after the occurrence of a Default specified in Section 6.1(a)(6) or (a)(7), the fees and expenses (including the reasonable fees and expenses of its counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

SECTION 7.8. Replacement of Trustee. The Trustee may resign at any time by so notifying the Issuer in writing not less than 30 days prior to the effective date of such resignation. The Holders of a majority in principal amount of the Notes may remove the Trustee by so notifying the removed Trustee in writing not less than 30 days prior to the effective date of such removal and may appoint a successor Trustee with the Issuer's written consent, which consent will not be unreasonably withheld. The Issuer shall remove the Trustee (and any Holder that has been a bona fide Holder for not less than six months may petition any court for removal of the Trustee and appointment of a successor Trustee) if:

(1) the Trustee fails to comply with Section 7.10;

(2) the Trustee is adjudged bankrupt or insolvent;

(3) a receiver or other public officer takes charge of the Trustee or its property; or

(4) the Trustee otherwise becomes incapable of acting as trustee hereunder.

If the Trustee resigns or is removed by the Issuer or by the Holders of a majority in principal amount of the Notes and such Holders do not reasonably promptly appoint a successor Trustee as described in the preceding paragraph, or if a vacancy exists in the office of the Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Issuer shall promptly appoint a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall, at the expense of the Issuer, promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.7.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of at least 10% in principal amount of the Notes may petition, at the Issuer's expense, any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 7.10, unless the Trustee's duty to resign is stayed as provided in Section 310(b) of the Trust Indenture Act, any Holder, who has been a bona fide holder of a Note for at least six months, may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Notwithstanding the replacement of the Trustee pursuant to this Section 7.8, the Issuer's obligations under Section 7.7 shall continue for the benefit of the retiring Trustee. The predecessor Trustee shall have no liability for any action or inaction of any successor Trustee.

SECTION 7.9. Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture, any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Trustee; *provided* that the right to adopt the certificate of authentication of any predecessor Trustee or authenticate Notes in the name of any predecessor Trustee shall only apply to its successor or successors by merger, consolidation or conversion.

SECTION 7.10. Eligibility; Disqualification. This Indenture shall always have a Trustee that satisfies the requirements of Section 310(a)(1), (2) and (5) of the Trust Indenture Act in every respect. The Trustee shall have a combined capital and surplus of at least $100,000,000 as set forth in its most recent published annual report of condition. The Trustee shall comply with Section 310(b) of the Trust Indenture Act; *provided*, *however*, that there shall be excluded from the operation of Section 310(b)(1) of the Trust Indenture Act any indenture or indentures under which other securities or certificates of interest or participation in other securities of the Issuer are outstanding if the requirements for such exclusion set forth in Section 310(b)(1) of the Trust Indenture Act are met.

SECTION 7.11. Preferential Collection of Claims Against the Issuer . The Trustee shall comply with Section 311(a) of the Trust Indenture Act, excluding any creditor relationship listed in Section 311(b) of the Trust Indenture Act. A Trustee who has resigned or been removed shall be subject to Section 311(a) of the Trust Indenture Act to the extent indicated.

SECTION 7.12. Trustee's Application for Instruction from the Issuer . Any application by the Trustee for written instructions from the Issuer may, at the option of the Trustee, set forth in writing any action proposed to be taken or omitted by the Trustee under this Indenture and the date on and/or after which such action shall be taken or such omission shall be effective. The Trustee shall not be liable for any action taken by, or omission of, the Trustee in accordance with a proposal included in such application on or after the date specified in such application (which

date shall not be less than three (3) Business Days after the date any Officer of the Issuer actually receives such application, unless any such Officer shall have consented in writing to any earlier date) unless prior to taking any such action (or the effective date in the case of an omission), the Trustee shall have received written instructions in response to such application specifying the action to be taken or omitted.

## ARTICLE VIII

## LEGAL DEFEASANCE AND COVENANT DEFEASANCE

SECTION 8.1. Option to Effect Legal Defeasance or Covenant Defeasance; Defeasance . The Issuer may, at its option and at any time, elect to have either Section 8.2 or Section 8.3 be applied to all outstanding Notes upon compliance with the conditions set forth in this Article VIII.

SECTION 8.2. Legal Defeasance and Discharge. Upon the Issuer's exercise under Section 8.1 of the option applicable to this Section 8.2, the Issuer and each of the Guarantors will, subject to the satisfaction of the conditions set forth in Section 8.4, be deemed to have been discharged from their obligations with respect to all outstanding Notes (including the Note Guarantees and the Liens securing the Notes and the Note Guarantees) on the date the conditions set forth in Section 8.4 are satisfied (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Issuer and the Guarantors will be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes (including the Note Guarantees and the Liens securing the Notes and the Note Guarantees)), which will thereafter be deemed to be "outstanding" only for the purposes of Section 8.5 and the other Sections of this Indenture referred to in clauses (1) and (2) below, and to have satisfied all of their other obligations under such Notes, the Note Guarantees, this Indenture and the Notes Collateral Documents (and the Trustee, on written demand of and at the expense of the Issuer, shall execute proper instruments acknowledging the same) and to have cured all then existing Events of Default, except for the following provisions which will survive until otherwise terminated or discharged hereunder:

(1) the rights of Holders of Notes issued under this Indenture to receive payments in respect of the principal of, premium, if any, and interest and Additional Interest, if any, on the Notes when such payments are due solely out of the trust referred to in Section 8.4;

(2) the Issuer's obligations with respect to the Notes under Article II concerning issuing temporary Notes, registration of such Notes, mutilated, destroyed, lost or stolen Notes and Section 3.11 concerning the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the Trustee and the Collateral Agent and the Issuer's or Guarantors' obligations in connection therewith; and

(4) this Article VIII with respect to provisions relating to Legal Defeasance.

Subject to compliance with this Section 8.2, the Issuer may exercise its option under this Section 8.2 notwithstanding the prior exercise of its option under Section 8.3.

SECTION 8.3. Covenant Defeasance. Upon the Issuer's exercise under Section 8.1 of the option applicable to this Section 8.3, the Issuer and each of the Guarantors will, subject to the satisfaction of the conditions set forth in Section 8.4, be released from each of their obligations under the covenants contained in Section 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.17, 3.18, 3.19, 3.20, 3.21 and Section 4.1 (except Section 4.1(a)(1) and (a)(2)) with respect to the outstanding Notes on and after the date of the conditions set forth in Section 8.4 are satisfied (hereinafter, "Covenant Defeasance"), and the Notes will thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but will continue to be deemed "outstanding" for all other purposes hereunder. For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes and Note Guarantees, the Issuer and the Guarantors may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein

to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.1, but, except as specified in this Section 8.3, the remainder of this Indenture and such Notes and Note Guarantees will be unaffected thereby. In addition, upon the Issuer's exercise under Section 8.1 of the option applicable to this Section 8.3, subject to the satisfaction of the conditions set forth in Section 8.4, Sections 6.1(a)(3) (solely with respect to the defeased covenants listed above), 6.1(a)(4) (solely with respect to the defeased covenants listed above), 6.1(a)(5), 6.1(a)(6) (with respect only to a Subsidiary that is a Significant Subsidiary or any group of Subsidiaries that taken together would constitute a Significant Subsidiary), 6.1(a)(7) (with respect only to a Subsidiary that is a Significant Subsidiary or any group of Subsidiaries that taken together would constitute a Significant Subsidiary), 6.1(a)(8), 6.1(a)(9), 6.1(a)(10) and 6.1(a)(11) shall not constitute Events of Default.

SECTION 8.4. Conditions to Legal or Covenant Defeasance. In order to exercise either Legal Defeasance or Covenant Defeasance under either Section 8.2 or 8.3:

(1) the Issuer must irrevocably deposit with the Trustee, in trust (the "Defeasance Trust"), for the benefit of the Holders, cash in dollars or U.S. Government Obligations or a combination thereof in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of and premium, if any, interest and Additional Interest, if any, due on the Notes on the stated maturity date or on the applicable redemption date, as the case may be, and the Issuer must specify whether such Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel in the United States confirming that, subject to customary assumptions and exclusions:

(i) the Issuer has received from, or there has been published by, the United States Internal Revenue Service a ruling; or

(ii) since the issuance of the Initial Notes, there has been a change in the applicable U.S. federal income tax law

in either case stating that, and based thereon such Opinion of Counsel in the United States shall confirm that, subject to customary assumptions and exclusions, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel in the United States stating that, subject to customary assumptions and exclusions, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default (other than that resulting from borrowing funds to be applied to make such deposit and the granting of Liens in connection therewith) shall have occurred and be continuing on the date of such deposit;

(5) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under the Credit Facilities or any other material agreement or instrument (other than this Indenture) to which, the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound;

(6) the Issuer shall have delivered to the Trustee an Opinion of Counsel stating that, as of the date of such opinion and subject to customary assumptions and exclusions, following the deposit, the trust funds will not be subject to the effect of Section 546 or 547 of Title 11 of the United States Code, as amended;

(7) the Issuer shall have delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of defeating, hindering, delaying, defrauding or preferring any creditors of the Issuer; and

(8) the Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions), each stating that all conditions precedent provided for or relating to Legal Defeasance or Covenant Defeasance, as the case may be, have been complied with.

SECTION 8.5. Deposited Money and U.S. Government Obligations to be Held in Trust; Other Miscellaneous Provisions . Subject to Section 8.6, all money and U.S. Government Obligations (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.5, the "Trustee") pursuant to Section 8.4 in respect of the outstanding Notes will be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest (including Additional Interest, if any), but such money need not be segregated from other funds except to the extent required by law.

The Issuer will pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or U.S. Government Obligations deposited pursuant to Section 8.4 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Notwithstanding anything in this Article VIII to the contrary, the Trustee will deliver or pay to the Issuer from time to time upon the request of the Issuer any money or U.S. Government Obligations held by it as provided in Section 8.4 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be public accountants delivering the opinion delivered under Section 8.4(1)), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

SECTION 8.6. Repayment to the Issuer. Any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of, premium or Additional Interest, if any, or interest on, any Note and remaining unclaimed for two years after such principal, premium or Additional Interest, if any, or interest has become due and payable shall be paid to the Issuer on its written request unless an abandoned property law designates another Person or (if then held by the Issuer) will be discharged from such trust; and the Holder of such Note will thereafter be permitted to look only to the Issuer for payment thereof unless an abandoned property law designates another Person, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer as trustee thereof, will thereupon cease; *provided*, *however*, that the Trustee or such Paying Agent, before being required to make any such repayment, shall at the expense of the Issuer cause to be published once, in The New York Times and The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which will not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining will be repaid to the Issuer.

SECTION 8.7. Reinstatement. If the Trustee or Paying Agent is unable to apply any money or U.S. dollars or U.S. Government Obligations in accordance with Section 8.2 or Section 8.3, as the case may be, by reason of any order or judgment of any court or Governmental Authority enjoining, restraining or otherwise prohibiting such application, then the Issuer's and the Guarantors' obligations under the Note Documents, the Note Guarantees and the Liens on the Collateral securing the Notes and the Note Guarantees will be revived and reinstated as though no deposit had occurred pursuant to Section 8.2 or Section 8.3 until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.2 or Section 8.3, as the case may be; *provided*, *however*, that, if the Issuer makes any payment of principal of, premium or Additional Interest, if any, or interest on, any Note following the reinstatement of its obligations, the Issuer will be subrogated to the rights of the Holders of such Notes to receive such payment from the money or U.S. Government Obligations held by the Trustee or Paying Agent.

ARTICLE IX

AMENDMENTS

SECTION 9.1. Without Consent of Holders. Notwithstanding Section 9.2, without the consent of any Holder, the Issuer, the Trustee and the other parties thereto, as applicable, may amend or supplement any Note Documents and the Issuer may direct the Trustee, and the Trustee will, enter into an amendment to any Note Document, to:

(1) cure any ambiguity, omission, mistake, defect, error or inconsistency, conform any provision of a Note Document to the "Description of the Secured Notes" in the Offering Memorandum or reduce the minimum denomination of the Notes;

(2) provide for the assumption by a successor Person of the obligations of the Issuer under any Note Document;

(3) provide for uncertificated Notes in addition to or in place of certificated Notes;

(4) add to the covenants or provide for a Note Guarantee for the benefit of the Holders or surrender any right or power conferred upon the Issuer or any Restricted Subsidiary;

(5) make any change that does not adversely affect the rights of any Holder in any material respect;

(6) comply with any requirement of the SEC in connection with the qualification of this Indenture under the Trust Indenture Act, if such qualification is required;

(7) make such provisions as necessary (as determined in good faith by the Issuer) for the issuance of Exchange Notes and Additional Notes otherwise permitted to be issued under this Indenture;

(8) provide for any Restricted Subsidiary to provide a Note Guarantee in accordance with Section 3.2, to add Guarantees with respect to the Notes, to add security to or for the benefit of the Notes, or to confirm and evidence the release, termination, discharge or retaking of any Guarantee or Lien with respect to or securing the Notes when such release, termination, discharge or retaking is provided for under this Indenture, the Notes Collateral Documents or the Intercreditor Agreement, as applicable;

(9) evidence and provide for the acceptance and appointment under this Indenture or Notes Collateral Document of a successor Trustee or Collateral Agent pursuant to the applicable requirements hereof or to provide for the accession by the Trustee or Collateral Agent, as applicable, to any Note Document;

(10) make any amendment to the provisions of this Indenture relating to the transfer and legending of Notes as permitted by this Indenture, including to facilitate the issuance and administration of Notes and Exchange Notes; *provided*, *however*, that (i) compliance with this Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not adversely affect the rights of Holders to transfer Notes in any material respect;

(11) mortgage, pledge, hypothecate or grant any other Lien in favor of the Collateral Agent for its benefit and the benefit of the Trustee and the Holders, as additional security for the payment and performance of all or any portion of the such Liens, in any property or assets, including any which are required to be mortgaged, pledged or hypothecated, or in which a Lien is required to be granted to or for the benefit of the Trustee or the Collateral Agent pursuant to the Indenture, any of the Intercreditor Agreement, the Notes Collateral Documents or otherwise;

(12) provide for the release of Collateral from the Lien pursuant to this Indenture, the Notes Collateral Documents and the Intercreditor Agreement when permitted or required by the Notes Collateral Documents, this Indenture or the Intercreditor Agreement; or

(13) to the extent necessary to provide for the granting of a security interest for the benefit of any Person; *provided* that the granting of such security interest is not prohibited under this Indenture.

Subject to Section 9.2, upon the request of the Issuer accompanied by a Board Resolution authorizing the execution of any such amendment or supplement to the applicable Note Document, and upon receipt by the Trustee of the documents described in Section 9.6 and Section 13.4, the Trustee will join with the Issuer and the Guarantors in the execution of such amendment or supplement unless such amendment or supplement directly affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but will not be obligated to, enter into such amendment or supplement.

After an amendment or supplement under this Section 9.1 becomes effective, the Issuer shall mail to Holders a notice briefly describing such amendment or supplement. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment or supplement under this Section 9.1.

SECTION 9.2. With Consent of Holders.

(a) Except as otherwise provided in this Section 9.2, the Note Documents may be amended, supplemented or otherwise modified with the consent of the Holders of a majority in principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, such Notes), and, subject to Sections 6.4 and 6.7, any existing Default or Event of Default or compliance with any provisions thereof may be waived with the consent of the Holders of a majority in principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, such Notes). Section 2.12 and Section 13.6 shall determine which Notes are considered to be "outstanding" for the purposes of this Section 9.2.

Upon the request of the Issuer accompanied by a resolution of its Board of Directors authorizing the execution of any such amendment or supplement to the applicable Note Document, and upon the filing with the Trustee of evidence of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Sections 9.6 and 13.4, the Trustee will join with the Issuer and the Guarantors in the execution of such amendment or supplement unless such amendment or supplement directly affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but will not be obligated to, enter into such amendment or supplement.

(b) Without the consent of each Holder of Notes affected, an amendment, supplement or waiver may not, with respect to any such Notes held by a non-consenting Holder:

(1) reduce the principal amount of such Notes whose Holders must consent to an amendment;

(2) reduce the stated rate of or extend the stated time for payment of interest on any such Note (other than provisions relating to Sections 3.5 and 3.9);

(3) reduce the principal of or change the Stated Maturity of any such Note;

(4) reduce the premium payable upon the redemption of any such Note or change the time at which any such Note may be redeemed, in each case as set forth in Section 5.7;

(5) make any such Note payable in currency other than that stated in such Note;

(6) impair the right of any Holder to receive payment of principal of and interest on such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any such payment on or with respect to such Holder's Notes;

(7) waive a Default or Event of Default with respect to the nonpayment of principal, premium or interest (except pursuant to a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of such Notes and a waiver of the payment default that resulted from such acceleration);

(8) make any change in the provisions in the Intercreditor Agreement or this Indenture dealing with the application of proceeds of Collateral that would adversely affect the Holders of the Notes in any material respect;

(9) make any change in the ranking or priority of any Note that would adversely affect the Holders; or

(10) make any change in the amendment or waiver provisions which require the Holders' consent described in this Section 9.2.

The consent of the Holders is not necessary under this Indenture to approve the particular form of any proposed amendment, supplement or waiver of any Note Document. It is sufficient if such consent approves the substance of the proposed amendment, supplement or waiver. A consent to any amendment, supplement or waiver under this Indenture by any Holder of Notes given in connection with a tender of such Holder's Notes will not be rendered invalid by such tender.

Without the consent of the Holders of at least two-thirds in aggregate principal amount of the Notes then outstanding, and subject to the requirements of the Trust Indenture Act, no amendment or waiver may release all or substantially all of the Collateral from the Lien of this Indenture and the Notes Collateral Documents with respect to the Notes.

After an amendment or supplement under this Section 9.2 becomes effective, the Issuer shall mail to Holders a notice briefly describing such amendment or supplement. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment or supplement.

Neither the Issuer nor any Affiliate of the Issuer may, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture, the Notes or any Notes Collateral Document unless such consideration is offered to all Holders and is paid to all Holders that so consent, waive or agree to amend in the time frame set forth in solicitation documents relating to such consent, waiver or agreement.

SECTION 9.3. Compliance with Trust Indenture Act. Every amendment or supplement to this Indenture, any Note Guarantee and the Notes will be set forth in an amended or supplemental indenture that complies with the Trust Indenture Act as then in effect.

SECTION 9.4. Revocation and Effect of Consents and Waivers. Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent or waiver is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent or waiver as to such Holder's Note or portion of its Note if the Trustee receives written notice of revocation before the date the amendment, supplement or waiver becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described in this Section 9.4 or required or permitted to be

taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date.

SECTION 9.5. Notation on or Exchange of Notes. The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Issuer in exchange for all Notes may issue and the Trustee shall, upon receipt of an Issuer Order, authenticate new Notes that reflect the amendment, supplement or waiver. Failure to make the appropriate notation or issue a new Note will not affect the validity and effect of such amendment, supplement or waiver.

SECTION 9.6. Trustee and Collateral Agent to Sign Amendments. The Trustee and, if applicable, the Collateral Agent shall sign any amendment or supplement to any Note Document authorized pursuant to this Article IX if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee and the Collateral Agent. The Issuer may not sign an amendment or supplement to any Note Document until the Board of Directors of the Issuer approves it. In executing any amendment or supplement to any Note Document, the Trustee and Collateral Agent shall receive and (subject to Sections 7.1 and 7.2 in the case of the Trustee) shall be fully protected in conclusively relying upon, in addition to the documents required by Section 13.4, an Officer's Certificate and an Opinion of Counsel stating that the execution of such amendment or supplement is authorized or permitted by this Indenture and is valid, binding and enforceable against the Issuer or any Guarantor, as the case may be, in accordance with its terms.

## ARTICLE X

## GUARANTEE

SECTION 10.1. Guarantee. On the Issue Date, the obligations of the Issuer under the Notes and this Indenture shall be, jointly and severally, unconditionally guaranteed on a senior secured basis (the "Note Guarantees") by Holdings and each Domestic Restricted Subsidiary that Guarantees the payment of any capital market debt securities or Indebtedness under the Credit Agreement of the Issuer or any Guarantor, as required by Section 4.2. Subject to the provisions of this Article X, each Guarantor hereby fully, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, jointly and severally with each other Guarantor, to each Holder of the Notes, the Trustee, the Collateral Agent and the other Notes Secured Parties and their respective successors and assigns, the full and punctual payment when due, whether at maturity, by acceleration, by redemption or otherwise, of the principal of, premium, if any, and interest (including Additional Interest), if any, on the Notes and all other obligations and liabilities of the Issuer under the Note Documents (including without limitation, interest (including Additional Interest), if any, accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Issuer or any Guarantor whether or not a claim for post-filing or post-petition interest is allowed in such proceeding and the obligations under Section 7.7), and the Registration Rights Agreement (all the foregoing being hereinafter collectively called the "Guaranteed Obligations"). Each Guarantor agrees that the Guaranteed Obligations will rank equally in right of payment with other Indebtedness of such Guarantor, except to the extent such other Indebtedness is subordinate to the Guaranteed Obligations, in which case the obligations of the Guarantors under the Note Guarantees will rank senior in right of payment to such other Indebtedness.

Each Guarantor hereby agrees that its Note Guarantee set forth in this Section 10.1 shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

If an Officer whose signature is on the applicable supplemental indenture to this Indenture no longer holds that office at the time the Trustee authenticates the Note, the Note Guarantee shall be valid nevertheless.

Each Guarantor further agrees (to the extent permitted by law) that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from it, and that it will remain bound under this Article X notwithstanding any extension or renewal of any Guaranteed Obligation.

Each Guarantor waives presentation to, demand of payment from and protest to the Issuer of any of the Guaranteed Obligations and also waives notice of protest for nonpayment. Each Guarantor waives notice of any default under the Notes or the Guaranteed Obligations.

Each Guarantor further agrees that its Note Guarantee herein constitutes a Guarantee of payment when due (and not a Guarantee of collection) and waives any right to require that any resort be had by any Holder to any security held for payment of the Guaranteed Obligations.

Except as set forth in Section 10.2, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason (other than payment of the Guaranteed Obligations in full), including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise. Without limiting the generality of the foregoing, the Guaranteed Obligations of each Guarantor herein shall not be discharged or impaired or otherwise affected by (a) the failure of the Trustee, any Holder or the Collateral Agent to assert any claim or demand or to enforce any right or remedy against the Issuer or any other person under this Indenture, the Notes, the Notes Collateral Documents, or any other agreement or otherwise; (b) any extension or renewal of any thereof; (c) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Notes, the Notes Collateral Documents, or any other agreement; (d) the release of any security held by any Holder for the Guaranteed Obligations; (e) the release of, or any impairment of or failure to perfect any Lien on or security interest in, any security held by the Collateral Agent, the Trustee or any Holder for the Guarantied Obligations or any of them, (f) the failure of any Holder to exercise any right or remedy against any other Guarantor; (g) any change in the ownership of the Trustee, the Collateral Agent or Issuer; (h) any default, failure or delay, willful or otherwise, in the performance of the Guaranteed Obligations; or (i) any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of any Guarantor or would otherwise operate as a discharge of such Guarantor as a matter of law or equity. To the fullest extent permitted by applicable law, each Guarantor expressly authorizes the Collateral Agent to take and hold security for the payment and performance of the Guaranteed Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in its sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Guaranteed Obligations, all without affecting the obligations of any Guarantor hereunder.

Each Guarantor agrees that its Note Guarantee herein shall remain in full force and effect until payment in full of all the Guaranteed Obligations or such Guarantor is released from its Note Guarantee in compliance with Section 10.2, Article VIII or Article XI. Each Guarantor further agrees that its Note Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of, premium, if any, or interest or Additional Interest, if any, on any of the Guaranteed Obligations is rescinded or must otherwise be restored by any Holder, the Trustee or the Collateral Agent upon the bankruptcy or reorganization of the Issuer, any Guarantor or otherwise.

In furtherance of the foregoing and not in limitation of any other right which any Holder, the Trustee or the Collateral Agent has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Issuer to pay any of the Guaranteed Obligations when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, each Guarantor hereby promises to and will, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the Holders (or the Trustee or Collateral Agent on behalf of the Holders) an amount equal to the sum of (i) the unpaid amount of such Guaranteed Obligations then due and owing and (ii) accrued and unpaid interest (including Additional Interest), if any, on such Guaranteed Obligations then due and owing (but only to the extent not prohibited by law) (including interest accruing after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding relating to the Issuer or any Guarantor whether or not a claim for post-filing or post-petition interest is allowed in such proceeding).

Each Guarantor further agrees that, as between such Guarantor, on the one hand, and the Holders, on the other hand, (x) the maturity of the Guaranteed Obligations guaranteed hereby may be accelerated as provided in this Indenture for the purposes of its Note Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guaranteed Obligations guaranteed hereby and (y) in the event of any such declaration of acceleration of such Guaranteed Obligations, such Guaranteed Obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purposes of this Note Guarantee.

Each Guarantor also agrees to pay any and all fees, costs and expenses (including attorneys' fees and expenses) incurred by the Collateral Agent, Trustee or the Holders in enforcing any rights under this Section 10.1.

SECTION 10.2. Limitation on Liability; Termination, Release and Discharge.

(a) Any term or provision of this Indenture to the contrary notwithstanding, the obligations of each Guarantor hereunder will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Note Guarantee or pursuant to its contribution obligations under this Indenture, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal, foreign or state law and not otherwise being void or voidable under any similar laws affecting the rights of creditors generally.

(b) The Note Guarantee of a Subsidiary Guarantor shall terminate upon:

(1) a sale or other disposition (including by way of consolidation or merger) of the Capital Stock of such Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor to a Person other than to the Issuer or a Restricted Subsidiary and as otherwise permitted by this Indenture (including pursuant to an enforcement action in accordance with the terms of the Intercreditor Agreement);

(2) the designation in accordance with this Indenture of the Guarantor as an Unrestricted Subsidiary or the occurrence of any event after which the Guarantor is no longer a Restricted Subsidiary;

(3) defeasance or discharge of the Notes, as provided in Articles VIII or XI;

(4) to the extent that such Guarantor is not an Immaterial Subsidiary solely due to the operation of clause (i) of the definition of "Immaterial Subsidiary," upon the release of all guarantees referred to in such clause;

(5) such Guarantor being released from all of (i) its obligations under all of its Guarantees of any and all Indebtedness of the Issuer or any Guarantor under the Credit Agreement or (ii) in the case of a Note Guarantee made by a Guarantor (each, an " Other Guarantee") as a result of its guarantee of other Indebtedness of the Issuer or a Guarantor pursuant to Section 3.7, any and all other Indebtedness that would have required such Subsidiary Guarantor to provide a Note Guarantee under such Section, except in the case of clause (i) or (ii), a release as a result of the repayment or discharge of the Indebtedness specified in clause (i) or (ii) (it being understood that a release or discharge subject to a contingent reinstatement is still considered a release or discharge, and if any such Indebtedness of such Guarantor under the Credit Agreement or any Other Guarantee is so reinstated, such Note Guarantee shall also be reinstated); or

(6) the achievement of Investment Grade Status pursuant to Section 3.17; *provided* that such Note Guarantee shall be reinstated upon the Reversion Date.

(c) The Note Guarantee of Holdings or any other direct or indirect parent of the Issuer that provides a Guarantee will terminate upon defeasance or discharge of the Notes, as provided in Article VIII and Article XI

SECTION 10.3. Right of Contribution. Each Guarantor hereby agrees that to the extent that any Guarantor shall have paid more than its proportionate share of any payment made on the obligations under the Note Guarantees, such Guarantor shall be entitled to seek and receive contribution from and against the Issuer or any other Guarantor who has not paid its proportionate share of such payment. The provisions of this Section 10.3 shall in no respect limit the obligations and liabilities of each Guarantor to the Trustee and the Holders and each Guarantor shall remain liable to the Trustee and the Holders for the full amount guaranteed by such Guarantor hereunder.

SECTION 10.4. No Subrogation. Notwithstanding any payment or payments made by each Guarantor hereunder, no Guarantor shall be entitled to be subrogated to any of the rights of the Trustee or any Holder against the Issuer or any other Guarantor or any collateral security or guarantee or right of offset held by the Trustee or any Holder for the payment of the Guaranteed Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Issuer or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Trustee and the Holders by the Issuer on account of the Guaranteed Obligations are paid in full. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Guaranteed Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Trustee and the Holders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Trustee in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Trustee, if required), to be applied against the Guaranteed Obligations.

## ARTICLE XI

## SATISFACTION AND DISCHARGE

SECTION 11.1. Satisfaction and Discharge. This Indenture will be discharged and cease to be of further effect (except as to surviving rights of transfer or exchange of the Notes, as expressly provided for in this Indenture) as to all outstanding Notes when:

(a) either:

(1) all the Notes previously authenticated and delivered (other than lost, stolen or destroyed Notes and Notes for which provision for payment was previously made and thereafter the funds have been released to the Holders) have been delivered to the Trustee for cancellation; or

(2) all Notes not previously delivered to the Trustee for cancellation (i) have become due and payable, (ii) will become due and payable at their Stated Maturity within one year or (iii) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of an unconditional notice of redemption by the Trustee in the name, and at the expense, of the Issuer;

(b) the Issuer has deposited or caused to be deposited with the Trustee, money in dollars or U.S. Government Obligations, or a combination thereof, as applicable, in an amount sufficient to pay and discharge the entire indebtedness on the Notes not previously delivered to the Trustee for cancellation, for principal, premium, if any, and interest to the date of deposit (in the case of Notes that have become due and payable), or to the Stated Maturity or redemption date, as the case may be;

(c) the Issuer has paid or caused to be paid all other sums payable under this Indenture;

(d) the Issuer has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of such notes issued hereunder at maturity or the redemption date, as the case may be; and

(e) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each stating that all conditions precedent under Article XI relating to the satisfaction and discharge of this Indenture have been complied with; *provided* that any such counsel may rely on any Officer's Certificate as to matters of fact (including as to compliance with the foregoing clauses (a), (b) and (c)).

Notwithstanding the satisfaction and discharge of this Indenture, if money has been deposited with the Trustee pursuant to clause (b) of this Section 11.1, the provisions of Sections 11.2 and 8.6 will survive.

SECTION 11.2. Application of Trust Money. Subject to the provisions of Section 8.6, all money deposited with the Trustee pursuant to Section 11.1 shall be held in trust and applied by it, in accordance with the

provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium and Additional Interest, if any) and interest for whose payment such money has been deposited with the Trustee; but such money need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with Section 11.1 by reason of any legal proceeding or by reason of any order or judgment of any court or Governmental Authority enjoining, restraining or otherwise prohibiting such application, the Issuer's and any Guarantor's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 11.1; *provided* that if the Issuer has made any payment of principal of, premium or Additional Interest, if any, or interest on, any Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or U.S. Government Obligations held by the Trustee or Paying Agent.

## ARTICLE XII

## COLLATERAL AND SECURITY

SECTION 12.1. The Collateral Agent.

(a) By accepting a Note, each Holder will be deemed to have irrevocably appointed the Collateral Agent to act as its agent under the Notes Collateral Documents and irrevocably authorized the Collateral Agent to (i) perform the duties and exercise the rights, powers and discretions that are specifically given to it under the Notes Collateral Documents or other documents to which it is a party, together with any other incidental rights, powers and discretions and (ii) execute each document expressed to be executed by the Collateral Agent on its behalf. The Holders may not, individually or collectively, take any direct action to enforce the Notes Collateral Documents. The Holders may only act by instruction to the Trustee, which shall instruct the Collateral Agent. The Collateral Agent will have no duties or obligations except those expressly set forth in the Notes Collateral Documents to which it is party. The Collateral Agent will not be liable for any action taken or not taken by it in the absence of its own gross negligence or willful misconduct. The Collateral Agent will be entitled to rely upon, and will not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper person. The Collateral Agent may also rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon. The Collateral Agent may consult with legal counsel (who may be counsel for the Issuer), independent accountants and other experts selected by it, and will not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. Without limiting the generality of the foregoing, the Collateral Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether an event of default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the Collateral Documents that the Collateral Agent is required to exercise; *provided* that the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Collateral Agent to liability or that is contrary to any Collateral Document or applicable law;

(iii) shall not, except as expressly set forth herein and in the Collateral Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Issuer or any of its affiliates that is communicated to or obtained by the Person serving as the Collateral Agent or any of its Affiliates in any capacity;

(iv) shall not be liable for any action taken or not taken by it (a) with the consent or at the request of the Applicable Authorized Representative or (b) in the absence of its own gross negligence or

willful misconduct or (c) in reliance on a certificate of an authorized officer of Holdings or the Issuer stating that such action is permitted by the terms of the Intercreditor Agreement. The Collateral Agent shall be deemed not to have knowledge of any event of default under any series of First Lien Obligations unless and until written notice describing such event of default is given to the Collateral Agent by the Authorized Representative of such First Lien Obligations or Holdings or the Issuer; and

(v) shall not be responsible for or have any duty to ascertain or inquire into (a) any statement, warranty or representation made in or in connection with the Intercreditor Agreement or any other Collateral Document, (b) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (c) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any event of default, (d) the validity, enforceability, effectiveness or genuineness of the Intercreditor Agreement, any other Collateral Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (e) the value or the sufficiency of any Collateral for any series of First Lien Obligations, or (f) the satisfaction of any condition set forth in any First Lien Debt Document or Collateral Document, other than to confirm receipt of items expressly required to be delivered to the Collateral Agent.

The use of the term "agent" herein with reference to the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law other than as a "representative" as such term is used in Section 9-102(a)(72)(E) of the Uniform Commercial Code.

BY ACCEPTING A NOTE EACH HOLDER WILL BE DEEMED TO HAVE IRREVOCABLY AGREED TO THE FOREGOING PROVISIONS OF THIS SECTION 11.1(A) AND SHALL BE BOUND BY THOSE AGREEMENTS TO THE FULLEST EXTENT PERMITTED BY LAW.

(b) Without limiting the Intercreditor Agreement, the Collateral Agent shall be subject to such directions as may be properly given it by the Trustee and/or other Authorized Representatives from time to time in accordance with this Indenture, the Intercreditor Agreement and the other Collateral Documents. Except as directed by the Trustee and/or other Authorized Representatives and as expressly required by this Indenture, the Intercreditor Agreement and the other Collateral Documents, and in each case subject to the Intercreditor Agreement, the Collateral Agent shall not be obligated:

(1) to act upon directions purported to be delivered to it by any other Person;

(2) to foreclose upon or otherwise enforce any Lien securing the Notes or any of the Note Guarantees; or

(3) to take any other action whatsoever with regard to any or all of the Liens securing the Notes, the Note Guarantees or the Notes Collateral Documents or with regard to the Collateral.

(c) The Collateral Agent is authorized and empowered to appoint one or more co-agents or sub-agents or attorneys-in-fact as it deems necessary or appropriate in connection herewith and shall not be liable for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

(d) The Collateral Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by it. The Collateral Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers by or through their respective Affiliates. The exculpatory provisions of this Article XII shall apply to any such sub-agent and to the Affiliates of the Collateral Agent and any such sub-agent.

(e) Subject to the appointment and acceptance of a successor Collateral Agent as provided below, the Collateral Agent may resign at any time by notifying the Issuer and the Trustee. Upon any such resignation, the

Trustee shall have the right, with the consent (not to be unreasonably withheld or delayed) of the Issuer, to appoint a successor; *provided* that during the existence and continuation of an Event of Default pursuant to clause (1), (2), (6) or (7) of Section 6.1(a) consent of the Issuer shall not be required. If no successor shall have been so appointed by the Trustee and shall have accepted such appointment within 30 days after the retiring Collateral Agent gives notice of its resignation, then the retiring Collateral Agent may, on behalf of the Holders and the Trustee, appoint a successor Collateral Agent which shall be a bank with an office in New York, New York, having a combined capital and surplus of at least $1,000,000,000, or an Affiliate of any such bank that is, so long as no Event of Default pursuant to clause (1), (2), (6) or (7) of Section 6.1(a) shall have occurred and be continuing, reasonably acceptable to the Issuer. Upon the acceptance of its appointment as Collateral Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent, and the retiring Collateral Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Issuer to a successor Collateral Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Issuer and such successor. After a Collateral Agent's resignation hereunder, the provisions of this Article and Article VII shall continue in effect for the benefit of such retiring Collateral Agent, its sub-agents and their respective Affiliates in respect of any actions taken or omitted to be taken by any of them while acting as Collateral Agent.

(f) The benefits, protections and indemnities of the Trustee in Sections 7.2, 7.3 and 7.7 if this Indenture shall apply *mutatis mutandi* to the Collateral Agent in its capacity as such, including, without limitation, the rights to receive and rely on Officers' Certificates and Opinions of Counsel, reimbursement and indemnification.

(g) Each Holder, by its acceptance of any Notes, is deemed to have consented and agreed to the terms of each Notes Collateral Document, as originally in effect and as amended, supplemented or replaced from time to time in accordance with its terms or the terms of this Indenture; and authorizes and empowers the Trustee and (through the Intercreditor Agreement) the Applicable Authorized Representative to bind the Holders and other holders of Pari Passu Debt Obligations as set forth in the applicable Collateral Documents to which they are a party and to perform its obligations and exercise its rights and powers thereunder. Notwithstanding the foregoing, no such consent or deemed consent shall be deemed or construed to represent an amendment or waiver, in whole or in part, of any provision of this Indenture or the Notes.

(h) Neither the Trustee nor the Collateral Agent shall be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title of the Issuer or any Grantor to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral.

SECTION 12.2. Acceptance of Notes Collateral Documents.

(a) The Trustee and each Holder, by accepting any Notes and the Note Guarantees, acknowledges that, as more fully set forth in the Notes Collateral Documents, the Collateral as now or hereafter constituted shall be for the benefit of all the Holders, the Collateral Agent, the Trustee and the other Secured Parties, and that the Lien granted in the Collateral Documents relating to the Notes in respect of the Trustee, the Collateral Agent, the Holders and the other Secured Parties is subject to and qualified and limited in all respects by the Notes Collateral Documents and actions that may be taken thereunder. In the event of conflict between the Intercreditor Agreement, any of the other Notes Collateral Documents and this Indenture, the Intercreditor Agreement shall control.

SECTION 12.3. Further Assurances.

(a) The Issuer and the Guarantors shall, at their sole expense, take all actions that may be required under applicable law, or that the Trustee or the Collateral Agent may reasonably request, in order to effectuate the transactions contemplated by this Indenture and in order to grant, preserve, protect and perfect the validity and first-priority of the security interests created or intended to be created by the Notes Collateral Documents. As necessary, or upon reasonable request of the Collateral Agent, the Issuer and the Guarantors shall, at their sole expense, execute any and all further documents, financing statements, agreements and instruments, and take all further action (including filing Uniform Commercial Code and other financing statements, mortgages and deeds of trust).

(b) At any time that any Exchange Notes are issued hereunder in an exchange offer pursuant to the Registration Rights Agreement, substantially concurrently with such issuance, (i) the Issuer shall execute and deliver to the Collateral Agent, the Trustee, and the Authorized Representatives of any other series of Pari Passu Debt Obligation outstanding at such time a Designation Certificate signed by a Financial Officer (as defined in the Credit Agreement) of the Issuer designating the Exchange Notes or the Additional Notes, as the case may be, as "Pari Passu Debt Obligations" and (ii) the Issuer and the Guarantors shall (x) execute and deliver to the Collateral Agent a reaffirmation agreement relating to the Collateral Agreement and the other Notes Collateral Documents, which agreement shall be substantially in the form of the reaffirmation agreement dated as of the date hereof and delivered pursuant to the Purchase Agreement in connection with the issuance of the Initial Notes and (y) subject to the immediately succeeding sentence, enter into, amend, supplement or otherwise modify such Notes Collateral Documents and take all other actions that may be required under the Notes Collateral Documents or that the Trustee or the Collateral Agent may reasonably request to the extent necessary to secure the Exchange Notes by a first-priority lien on the Collateral that secures, or is intended to secure, the Initial Notes. Notwithstanding anything to the contrary herein, to the extent that any Mortgaged Property exists on the date the Exchange Notes are issued and the Issuer and the Guarantors have complied with Section 12.5 in respect of such Mortgaged Property prior to such date, the Issuer and the Guarantors shall be required to enter into, amend, supplement or otherwise modify a mortgage in respect of such Mortgaged Property at the reasonable request of the Collateral Agent as promptly as practicable after the issuance of such Exchange Notes to confirm that the Obligations in respect of the Exchange Notes are secured by a first-priority lien on such Mortgaged Property.

SECTION 12.4. After-Acquired Property.

(a) From and after the Issue Date, subject to Section 12.4(b) and the exceptions and limitations in the Notes Collateral Documents, if the Issuer or any Guarantor acquires any property which is of a type constituting Collateral under the Collateral Agreement or any other Notes Collateral Document (excluding, for the avoidance of doubt, any Excluded Assets), it shall execute and deliver such security instruments, financing statements and such certificates and opinions of counsel and take all other actions as are required under this Indenture and the Notes Collateral Documents to vest in the Collateral Agent a perfected security interest (subject to Permitted Liens and other Liens permitted by this Indenture) in such after-acquired property and to have such after-acquired property included as part of the Collateral, and thereupon all provisions of the Notes Collateral Documents and this Indenture relating to the Collateral shall be deemed to relate to such after-acquired property to the same extent and with the same force and effect.

(b) Notwithstanding anything to the contrary in Section 12.4(a), any requirement to mortgage real property that is acquired after the Issue Date pursuant to Section 12.4(a) shall be limited to real property owned in fee by a Grantor that (i) has a fair market value equal to or exceeding $10,000,000, (ii) is not subject to a Lien permitted under Section 6.02(c), (n) or (s) of the Credit Agreement (for so long as such Lien exists) and (iii) the Issuer does not intend to sell within six months of the acquisition thereof pursuant to clause (i) or (x) of Section 6.05(b) of the Credit Agreement or such longer period permitted by the Collateral Agent. No appraisals, environmental reports or surveys shall be required to be obtained in connection with any mortgage of real property pursuant to Section 12.4(a). The Issuer shall provide such evidence as the Collateral Agent shall reasonably request as to the perfection and priority status of each such security interest and Lien

SECTION 12.5. Real Property Mortgage.

(a) The Issuer will use its commercially reasonable efforts to complete or cause to be completed on or prior to the Issue Date all filings and other similar actions required or desirable on its part in connection with the creation, perfection, protection and/or reaffirmation of such security interests in favor of the Notes and the Note Guarantees. In the case of real property constituting Mortgaged Property immediately prior to the Merger, the Issuer shall deliver to the Collateral Agent within 270 days of the Issue Date (or such longer period as the Collateral Agent may agree in its sole discretion) (i) counterparts of amended or amended and restated mortgages securing the Obligations with respect to the Notes and the Note Guarantees, duly executed and delivered by the Collateral Agent and the Grantor that is the record owner of each applicable Mortgaged Property and otherwise suitable for recording and in form and substance sufficient to grant to the Collateral Agent for the benefit of the Secured Parties a valid mortgage lien on such real property, (ii) title searches confirming that there are no Liens of record in violation of the applicable mortgage, (iii) modification and date down endorsements to the existing title insurance policies, or new

policies, to the extent such endorsements are not available and (iv) local counsel opinions, and any other documents reasonably requested by the Collateral Agent in respect of the amended or amended and restated mortgages (including flood determinations and flood insurance required by Regulation H).

(b) In the case of real property held by HMA or Guarantors that are Subsidiaries of HMA (other than such real property expressly exempt from the mortgage requirements pursuant to the Credit Agreement), the "HMA Mortgaged Properties"), the Issuer shall deliver to the Collateral Agent within 270 days of the Issue Date (or such longer period as the Collateral Agent may agree in its sole discretion) (i) counterparts of a mortgage, deed of trust or other applicable instrument to secure the Obligations with respect to the Notes and the Note Guarantees, duly executed and delivered by the Collateral Agent and the Grantor that is the record owner of each applicable HMA Mortgaged Property and otherwise suitable for recording and in form and substance sufficient to grant to the Collateral Agent for the benefit of the Secured Parties a valid mortgage lien on such real property, (ii) title searches confirming that there are no Liens of record in violation of the applicable mortgage, (iii) title policies and (iv) local counsel opinions, and any other documents reasonably requested by the Collateral Agent in respect of the mortgages (including flood determinations and flood insurance as required by Regulation H).

SECTION 12.6. Release. The Liens on the Collateral will be released with respect to the Notes and the Note Guarantees:

(1) in whole, upon payment in full of the principal of, accrued and unpaid interest, if any, and premium, if any, on the Notes;

(2) in whole, upon satisfaction and discharge of this Indenture as described under Article XI;

(3) in whole, upon a Legal Defeasance or Covenant Defeasance as described under Article VIII;

(4) in part, as to any property or asset constituting Collateral (A) that is sold or otherwise disposed of or deemed disposed of in a transaction permitted by Section 3.5, (B) that is owned by a Subsidiary Guarantor to the extent such Subsidiary Guarantor has been released from its Note Guarantee in accordance with this Indenture or (C) otherwise in accordance with, and as expressly provided for under, this Indenture and the Notes Collateral Documents;

(5) as permitted under the Intercreditor Agreement;

(6) with respect to any particular item of Collateral, upon release by the Collateral Agent of the liens on such item of Collateral securing the Credit Agreement Obligations and the substantially concurrent release of the liens on such item of Collateral securing any other First Lien Obligations (other than the Notes); *provided*, *however*, that there is then outstanding under the Credit Agreement aggregate debt and debt commitments in an amount that exceeds the aggregate principal amount of the then outstanding Notes; *provided*, *further*, *however* that this clause (6) shall not apply with respect to a release of all or substantially all of the Collateral;

(7) to the extent any particular item of Collateral becomes an Excluded Asset;

(8) as permitted under Section 3.17; *provided* that the Liens on the Collateral in favor of the Notes will be reinstated upon the occurrence of the Reversion Date; or

(9) as permitted under Article IX.

Upon any sale or disposition of Collateral in compliance with this Indenture and the Notes Collateral Documents, the Liens in favor of the Collateral Agent on such Collateral and (subject to the provisions described under Section 12.4) all proceeds thereof shall automatically terminate and be released and the Collateral Agent will execute and deliver such documents and instruments as the Issuer and the Guarantors may request to evidence such termination and release (without recourse or warranty) without the consent of the Holders.

To the extent required by law, the Issuer will furnish to the Collateral Agent and the Trustee, prior to each proposed release of Collateral pursuant to the Notes Collateral Documents and this Indenture, an Officers' Certificate and Opinion of Counsel and such other documentation as is required by this Indenture.

Issuer will cause Trust Indenture Act §313(b), relating to reports, Trust Indenture Act §314(b) relating to evidence of recording of Indentures and Trust Indenture Act §314(d), relating to the release of property or securities or relating to the substitution therefor of any property or securities to be subjected to the Lien of the Collateral Documents, to be complied with. Any certificate or opinion required by the Trust Indenture Act §314(d) may be made by an Officer except in cases where the Trust Indenture Act §314(d) requires that such certificate or opinion be made by an independent Person, which Person will be an independent engineer, appraiser or other expert selected or reasonably satisfactory to the Trustee. To the extent the Issuer is required to furnish to the Trustee an Opinion of Counsel pursuant to the Trust Indenture Act § 314(b)(2), the Issuer shall furnish such opinion not more than 60 but not less than 30 days prior to each March 31.

Notwithstanding anything to the contrary in the preceding paragraph, the Issuer will not be required to comply with all or any portion of the Trust Indenture Act §314(d) if it determines, in good faith based on advice of counsel, that under the terms of the Trust Indenture Act §314(d) and/or any interpretation or guidance as to the meaning thereof of the SEC and its staff, including "no action" letters or exemptive orders, all or any portion of the Trust Indenture Act §314(d) is inapplicable to the released Collateral.

The Issuer will not be required to comply with the Trust Indenture Act §314(d) with respect to any of the following:

(a) cash payments (including for the scheduled repayment of Indebtedness) in the ordinary course of business or consistent with past practice;

(b) sales or other dispositions of inventory in the ordinary course of business or consistent with past practice;

(c) collections, sales or other dispositions of accounts receivable in the ordinary course of business or consistent with past practice; and

(d) sales or other dispositions in the ordinary course of business or consistent with past practice of any property the use of which is no longer necessary or desirable in, and is not material to, the conduct of the business of the Issuer and its Subsidiaries;

*provided, however*, the Issuer's right to rely on the above will be conditioned upon the Issuer's delivering to the Trustee, within 30 calendar days following the end of each fiscal year, an Officers' Certificate to the effect that all releases during such period in respect of which the Issuer did not comply with the Trust Indenture Act §314(d) in reliance on the above were made in the ordinary course of business or consistent with past practice.

The Issuer will otherwise comply with the provisions of the Trust Indenture Act §314.

SECTION 12.7. Enforcement of Remedies. Notwithstanding anything to the contrary herein, any enforcement of the Note Guarantees or any remedies with respect to the Collateral under the Collateral Documents is subject to the provisions of the Intercreditor Agreement.

## ARTICLE XIII

## MISCELLANEOUS

SECTION 13.1. Trust Indenture Act Controls. If and to the extent that any provision of this Indenture limits, qualifies or conflicts with another provision which is required to be included in this Indenture by the Trust Indenture Act, the provision required by the Trust Indenture Act shall control. Each Guarantor in addition to performing its obligations under its Note Guarantee shall perform such other obligations as may be imposed upon it with respect to this Indenture under the Trust Indenture Act.

SECTION 13.2. Notices. Any notice, request, direction, consent or communication made pursuant to the provisions of this Indenture or the Notes to any party hereto shall be in writing and delivered in person, sent by facsimile, sent by electronic mail in pdf format, delivered by commercial courier service or mailed by first-class mail, postage prepaid, addressed as follows:

if to the Issuer or a Guarantor:

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, TN 37067-6325,
Attention: General Counsel
Facsimile: (615) 373-9704
in each case, with a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Joshua N. Korff
Michael Kim
Facsimile: (212) 446-6460

if to the Trustee, at its corporate trust office, which corporate trust office for purposes of this Indenture is at the date hereof located at:

Regions Bank
Corporate Trust Services
150 4th Avenue North
Suite 900
Nashville, TN 37238
Attention: Paul Williams
Facsimile: (615) 770-4350

if to the Collateral Agent:

Credit Suisse AG
Eleven Madison Avenue
New York, NY 10010
Attention: Agency Group
Facsimile: (212) 325-8304

The Issuer, the Trustee or the Collateral Agent by written notice to each other may designate additional or different addresses for subsequent notices or communications.

Any notice or communication to the Issuer or the Guarantors shall be deemed to have been given or made as of the date so delivered if personally delivered or if delivered electronically, in pdf format; when receipt is acknowledged, if telecopied; and seven (7) calendar days after mailing if sent by registered or certified mail, postage prepaid (except that a notice of change of address shall not be deemed to have been given until actually received by the addressee). Any notice or communication to the Trustee or the Collateral Agent shall be deemed delivered upon receipt.

Any notice or communication sent to a Holder shall be electronically delivered or mailed to the Holder at the Holder's address as it appears in the Notes Register and shall be sufficiently given if so sent within the time prescribed.

Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is sent in the manner provided above, it is duly given, whether or not the addressee receives it, except that notices to the Trustee or the Collateral Agent shall be effective only upon receipt.

Notwithstanding any other provision of this Indenture or any Note, where this Indenture or any Note provides for notice of any event (including any notice of redemption or purchase) to a Holder of a Global Note (whether by mail or otherwise), such notice shall be sufficiently given if given to DTC (or its designee) pursuant to the standing instructions from DTC or its designee; provided if any such notice is mailed to DTC, such notice shall be deemed to have been given on the later of its publication by DTC and the seventh business day after being so mailed.

SECTION 13.3. Communication by Holders with other Holders. Holders may communicate pursuant to Section 312(b) of the Trust Indenture Act with other Holders with respect to their rights under this Indenture or the Notes. The Issuer, the Trustee, the Registrar and anyone else shall have the protection of Section 312(c) of the Trust Indenture Act.

SECTION 13.4. Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Issuer or any of the Guarantors to the Trustee to take or refrain from taking any action under this Indenture , the Notes or the Notes Collateral Documents, the Issuer or such Guarantor, as the case may be, shall furnish to the Trustee:

(1) an Officer's Certificate in form satisfactory to the Trustee (which shall include the statements set forth in Section 13.5) stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture, the Notes or the Notes Collateral Documents relating to the proposed action have been satisfied; and

(2) an Opinion of Counsel in form satisfactory to the Trustee (which shall include the statements set forth in Section 13.5) stating that, in the opinion of such counsel, all such conditions precedent have been satisfied and all covenants have been complied with.

SECTION 13.5. Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a covenant or condition provided for in this Indenture, the Notes or the Notes Collateral Documents (other than a certificate provided pursuant to Section 314(a)(4) of the Trust Indenture Act) shall comply with the provisions of Section 314(e) of the Trust Indenture Act and shall include:

(1) a statement that the individual making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with.

In giving such Opinion of Counsel, counsel may rely as to factual matters on an Officer's Certificate or on certificates of public officials.

SECTION 13.6. When Notes Disregarded. In determining whether the Holders of the required aggregate principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Issuer, any Guarantor or any Affiliate of any of them shall be disregarded and deemed not to be outstanding, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes which a Trust Officer of the Trustee actually knows are so owned shall be so disregarded. In connection with any such direction, waiver or consent, the Issuer shall furnish to the Trustee an Officer's Certificate listing and identifying all Notes, if any, known by the Issuer to be owned by or for the account of any of the above-described Persons. Also, subject to the foregoing, only Notes outstanding at the time shall be considered in any such determination.

SECTION 13.7. Rules by Trustee, Paying Agent and Registrar. The Trustee may make reasonable rules for action by, or at meetings of, Holders. The Registrar and the Paying Agent may make reasonable rules for their functions.

SECTION 13.8. Legal Holidays. A "Legal Holiday" is a Saturday, a Sunday or other day on which commercial banking institutions are authorized or required to be closed in New York, New York or the state of the place of payment. If a payment date is a Legal Holiday, payment shall be made on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period. If a regular record date is a Legal Holiday, the record date shall not be affected.

SECTION 13.9. Governing Law. THIS INDENTURE, THE NOTES AND THE NOTE GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 13.10. Jurisdiction. The Issuer and the Guarantors agree that any suit, action or proceeding against the Issuer or any Guarantor brought by any Holder or the Trustee arising out of or based upon this Indenture, the Note Guarantee or the Notes may be instituted in any state or Federal court in the Borough of Manhattan, New York, New York, and any appellate court from any thereof, and each of them irrevocably submits to the non-exclusive jurisdiction of such courts in any suit, action or proceeding. The Issuer and the Guarantors irrevocably waive, to the fullest extent permitted by law, any objection to any suit, action, or proceeding that may be brought in connection with this Indenture, the Note Guarantee or the Notes, including such actions, suits or proceedings relating to securities laws of the United States of America or any state thereof, in such courts whether on the grounds of venue, residence or domicile or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum. The Issuer and the Guarantors agree that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Issuer or the Guarantors, as the case may be, and may be enforced in any court to the jurisdiction of which the Issuer or the Guarantors, as the case may be, are subject by a suit upon such judgment.

SECTION 13.11. **Waivers of Jury Trial. EACH OF THE ISSUER, THE GUARANTORS AND THE TRUSTEE HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE NOTE GUARANTEES AND FOR ANY COUNTERCLAIM THEREIN.**

SECTION 13.12. USA PATRIOT Act. The parties hereto acknowledge that in accordance with Section 326 of the USA PATRIOT Act, each of the Trustee and the Collateral Agent, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account. The parties to this Indenture agree that they will provide each of the Trustee and the Collateral Agent with such information as each may request in order to satisfy the requirements of the USA PATRIOT Act.

SECTION 13.13. No Personal Liability of Directors, Officers, Employees and Shareholders. No director, officer, employee, incorporator or shareholder of the Issuer or any of its Subsidiaries or Affiliates, as such (other than the Issuer and the Guarantors), shall have any liability for any obligations of the Issuer under the Note Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

SECTION 13.14. Successors. All agreements of the Issuer and each Guarantor in this Indenture and the Notes shall bind their respective successors. All agreements of the Trustee and the Collateral Agent in this Indenture shall bind their respective successors.

SECTION 13.15. Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 13.16. Qualification of Indenture. The Issuer has agreed to qualify this Indenture under the Trust Indenture Act and to pay all reasonable costs and expenses (including attorneys' fees and expenses for the Issuer, the Trustee and the Holders) incurred in connection therewith, including, but not limited to, costs and expenses of qualification of this Indenture and the Notes and printing this Indenture and the Notes. The Trustee shall be entitled to receive from the Issuer any such Officer's Certificates, Opinions of Counsel or other documentation as it may reasonably request in connection with any such qualification of this Indenture under the Trust Indenture Act.

SECTION 13.17. Table of Contents; Headings. The table of contents, cross-reference table and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

SECTION 13.18. Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, it being understood that the Trustee shall use reasonable best efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SECTION 13.19. Severability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 13.20. Intercreditor Agreement. Reference is made to the Intercreditor Agreement. Each Holder, by its acceptance of a Note, (a) agrees that it will be bound by and will take no actions contrary to the provisions of the Intercreditor Agreement and (b) authorizes and instructs the Trustee and the Collateral Agent to enter into the Intercreditor Agreement (and any other Notes Collateral Documents) as Trustee and the Collateral Agent, as the case may be, and on behalf of such Holder, including without limitation, making the representations of the Holders contained therein.

SECTION 13.21. Waiver of Immunities. To the extent that Issuer or any Guarantor or any of its properties, assets or revenues may have or may hereafter become entitled to, or have attributed to them, any right of immunity, on the grounds of sovereignty, from any legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, or from attachment in aid of execution of judgment, or from execution of judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any jurisdiction in which proceedings may at any time be commenced, with respect to their obligations, liabilities or any other matter under or arising out of or in connection with this Indenture, the Notes or the Note Guarantees, the Issuer and each Guarantor hereby irrevocably and unconditionally, to the extent permitted by applicable law, waives and agrees not to plead or claim any such immunity and consents to such relief and enforcement.

SECTION 13.22. Judgment Currency. The Issuer and each Guarantor agrees to indemnify the recipient against any loss incurred by such recipient as a result of any judgment or order being given or made against the Issuer or any Guarantor for any amount due hereunder and such judgment or order being expressed and paid in a currency (the "Judgment Currency") other than United States dollars and as a result of any variation as between (i) the rate of exchange at which the United States dollar amount is converted into the Judgment Currency for the purpose of such judgment or order, and (ii) the rate of exchange in The City of New York at which such party on the date of payment of such judgment or order is able to purchase United States dollars with the amount of the Judgment Currency actually received by such party if such party had utilized such amount of Judgment Currency to purchase United States dollars as promptly as practicable upon such party's receipt thereof. The foregoing indemnity shall constitute a separate and independent obligation of the Issuer and each Guarantor and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "rate of exchange" shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

[Signature on following pages]

IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed all as of the date and year first written above.

**FWCT-2 ESCROW CORPORATION**

By: W. Larry Cash
Name: W. Larry Cash
Title: Executive Vice President and Chief Financial Officer

*[Signature Page to the Indenture]*

**REGIONS BANK**,
as Trustee

By: /s/ Paul Williams
Name: Paul Williams
Title: Vice President & Trust Officer

*[Signature Page to the Indenture]*

**CREDIT SUISSE AG**,
as Collateral Agent

By: /s/ Steve Schwartz
Name: Steve Schwartz
Title: Managing Director

**EXHIBIT A**

[FORM OF face OF GLOBAL RESTRICTED NOTE]
[Applicable Restricted Notes Legend]
[Depository Legend, if applicable]
[Temporary Regulation S Legend, if applicable]

No. [ ]

Principal Amount $[ ] [as revised by the Schedule of Increases and Decreases in Global Note attached hereto] [1]
CUSIP NO.

FWCT-2 ESCROW CORPORATION

5.125% Senior Secured Notes due 2021

FWCT-2 Escrow Corporation, a Delaware corporation, promises to pay to Cede & Co., or its registered assigns, the principal sum of Dollars, [as revised by the Schedule of Increases and Decreases in Global Note attached hereto], on August 1, 2021.

Interest Payment Dates: February 1 and August 1, commencing on August 1, 2014 [2]

Record Dates: January 15 and July 15

Additional provisions of this Note are set forth on the other side of this Note.

1 Insert in Global Notes only.
2 In the case of Notes issued on the Issue Date.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

**FWCT-2 ESCROW CORPORATION**

By: _____

Name:
Title:

TRUSTEE CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes referred to in the within-mentioned Indenture.

**REGIONS BANK**, as Trustee

By: _____
Authorized Signatory

Dated: _____

[FORM OF REVERSE SIDE OF NOTE]
FWCT-2 ESCROW CORPORATION

5.125% Senior Secured Notes due 2021

Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Indenture.

1. Interest

FWCT-2 Escrow Corporation, a Delaware corporation, promises to pay interest on the principal amount of this Note at 5.125% per annum from January 27, 2014[3] until maturity. Additional Interest, if any, shall be payable on the Notes if and to the extent payable under the Registration Rights Agreement. The Issuer will pay interest semi-annually in arrears every February 1 and August 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "Interest Payment Date"). Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from January 27, 2014[4]; *provided*, that the first Interest Payment Date shall be August 1, 2014.[5] The Issuer shall pay interest on overdue principal at the rate specified herein, and it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful. Interest on the Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each interest period will end on (but not include) the relevant Interest Payment Date.

In addition to the rights provided to Holders of the Notes under the Indenture, Holders of Initial Securities and Exchange Securities (as defined in the Registration Rights Agreement) shall have all rights set forth in the Registration Rights Agreement, dated as of January 27, 2014, among the Issuer, the Guarantor named therein, the other parties named on the signature pages thereto and any other parties that may join such agreement by joinder (as amended, supplemented or otherwise modified from time to time, the "Registration Rights Agreement"), including the right to receive Additional Interest, if any, in certain circumstances. If applicable, Additional Interest, if any, shall be paid to the same Persons, in the same manner and at the same times as regular interest.

2. Method of Payment

By no later than 10:00 a.m. (New York City time) on the date on which any principal of, premium, if any, or interest or Additional Interest, if any, on any Note is due and payable, the Issuer shall deposit with the Paying Agent a sum sufficient in immediately available funds to pay such principal, premium, and interest and Additional Interest, if any, when due. Interest on any Note which is payable, and is timely paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered at the close of business on the preceding January 15 or July 15, as applicable, at the office or agency of the Issuer maintained for such purpose pursuant to Section 2.3 of the Indenture. The principal of (and premium, if any) and interest (and Additional Interest, if any) on the Notes shall be payable at the office or agency of Paying Agent or Registrar designated by the Issuer maintained for such purpose (which shall initially be the office of the Trustee maintained for such purpose), or at such other office or agency of the Issuer as may be maintained for such purpose pursuant to Section 2.3 of the Indenture; *provided*, *however*, that, at the option of the Paying Agent, each installment of interest may be paid by (i) check mailed to addresses of the Persons entitled thereto as such addresses shall appear on the Notes Register or (ii) wire transfer to an account located in the United States maintained by the payee, subject to the last sentence of this paragraph. Payments in respect of Notes represented by a Global Note (including principal, premium, if any, and interest and Additional Interest, if any) will be made by wire transfer of immediately available funds to the accounts specified by The Depository Trust Company or any successor depository. Payments in respect of Notes represented by Definitive Notes (including principal, premium, if any, and interest and Additional Interest, if any) held by a Holder of at least $1,000,000 aggregate principal amount of Notes represented by Definitive Notes will be made by wire transfer to a U.S. dollar account maintained by the payee with

3 In the case of Notes issued on the Issue Date.
4 In the case of Notes issued on the Issue Date.
5 In the case of Notes issued on the Issue Date.

a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than fifteen (15) days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion). If an Interest Payment Date is a Legal Holiday, payment shall be made on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period. If a regular record date is a Legal Holiday, the record date shall not be affected.

3. Paying Agent and Registrar

The Issuer initially appoints Regions Bank (the "Trustee") as Registrar and Paying Agent for the Notes. The Issuer may change any Registrar or Paying Agent without prior notice to the Holders. The Issuer or any Guarantor may act as Paying Agent, Registrar or transfer agent.

4. Indenture

The Issuer issued the Notes under an Indenture dated as of January 27, 2014 (as it may be amended or supplemented from time to time in accordance with the terms thereof, the "Indenture"), among the Issuer, the Guarantors party thereto, the Trustee and the Collateral Agent. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbbb) (the "Act"). The Notes are subject to all terms and provisions of the Indenture, and Holders are referred to the Indenture and the Act for a statement of those terms.

5. Guarantees

To guarantee the due and punctual payment of the principal and interest and Additional Interest, if any (including post-filing or post-petition interest) on the Notes and all other amounts payable by the Issuer under the Indenture and the Notes when and as the same shall be due and payable, whether at maturity, by acceleration or otherwise, according to the terms of the Notes and the Indenture, the Guarantors will unconditionally guarantee (and future guarantors, jointly and severally with the Guarantors, will fully and unconditionally Guarantee) such obligations on a senior secured basis pursuant to the terms of the Indenture.

6. Optional Redemption

(a) At any time and from time to time on or after the Issue Date and prior to February 1, 2017, the Issuer may redeem the Notes in whole or in part, at its option, upon not less than 30 nor more than 60 days' prior notice at a redemption price equal to 100% of the principal amount of the Notes to be redeemed plus the Applicable Premium as of, and accrued and unpaid interest (including any Additional Interest), if any, to the redemption date.

(b) At any time and from time to time on or after February 1, 2017, the Issuer may redeem the Notes in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the percentage of principal amount set forth below plus accrued and unpaid interest (including any Additional Interest), if any, on the Notes redeemed, to the applicable date of redemption, if redeemed during the twelve-month period beginning on February 1 of the years indicated below:

| Year | Percentage |
|---|---|
| 2017 | 103.844% |
| 2018 | 102.563% |
| 2019 | 101.281% |
| 2020 and thereafter | 100.000% |

(c) At any time and from time to time on or after the Issue Date and prior to February 1, 2017, the Issuer may redeem Notes with the net cash proceeds received by the Issuer from any Equity Offering (other than Excluded Contributions) at a redemption price (expressed as a percentage of principal amount) equal to 105.125% plus accrued and unpaid interest (including any Additional Interest), if any, to the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the original aggregate principal amount of the Notes (including Additional Notes); *provided* that:

(1) in each case the redemption takes place not later than 180 days after the closing of the related Equity Offering; and

(2) not less than 50% of the original aggregate principal amount of the Notes issued under the Indenture remains outstanding immediately thereafter (excluding Notes held by the Issuer or any of its Restricted Subsidiaries).

(e) Any redemption and notice of redemption may, at the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent (including, in the case of a redemption related to an Equity Offering, the consummation of such Equity Offering).

(f) If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest will be paid to the Person in whose name the Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose Notes will be subject to redemption by the Issuer.

(g) Unless the Issuer defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

(h) Any redemption pursuant to this paragraph 6 shall be made pursuant to the provisions of Sections 5.1 through 5.6 of the Indenture.

The Issuer is not required to make mandatory redemptions or sinking fund payments with respect to the Notes; *provided*, *however*, that under certain circumstances, the Issuer may be required to offer to purchase Notes under Section 3.5 and Section 3.9 of the Indenture. The Issuer may at any time and from time to time purchase Notes in the open market or otherwise.

7. [Reserved]

8. Repurchase Provisions

If a Change of Control occurs, unless the Issuer has previously or concurrently delivered a redemption notice with respect to all outstanding Notes pursuant to Section 5.7 of the Indenture, each Holder will have the right to require the Issuer to repurchase from each Holder all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest and Additional Interest, if any, to but excluding the date of purchase, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date as provided in, and subject to the terms of, the Indenture.

Upon certain Asset Sales, the Issuer may be required to use the Excess Proceeds from such Asset Sales to offer to purchase the maximum aggregate principal amount of Notes and, at the Issuer's option, First Lien Obligations (and, only to the extent the Excess Proceeds are greater than the outstanding First Lien Obligations, Senior Indebtedness) that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest and Additional Interest, if any, to the date fixed for the closing of such offer, in accordance with the procedures set forth in Section 3.5 and in Article V of the Indenture.

9. Denominations; Transfer; Exchange

The Notes shall be issuable only in fully registered form in minimum denominations of principal amount of $2,000 and any integral multiple of $1,000 in excess thereof. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate

endorsements or transfer documents and to pay a sum sufficient to cover any tax and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange of any Note (A) for a period beginning (1) fifteen (15) days before the mailing of a notice of an offer to repurchase or redeem Notes and ending at the close of business on the day of such mailing or (2) fifteen (15) days before an Interest Payment Date and ending on such Interest Payment Date or (B) called for redemption, except the unredeemed portion of any Note being redeemed in part.

10. Persons Deemed Owners

The registered Holder of this Note may be treated as the owner of it for all purposes.

11. Discharge and Defeasance

Subject to certain exceptions and conditions set forth in the Indenture, the Issuer at any time may terminate some or all of its obligations under the Notes and the Indenture if the Issuer deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest and Additional Interest, if any on the Notes to redemption or maturity, as the case may be.

12. Amendment, Supplement, Waiver

Subject to certain exceptions contained in the Indenture, Note Documents may be amended, or a Default thereunder may be waived, with the consent of the Holders of a majority in aggregate principal amount of the outstanding Notes (including consents obtained in connection with a purchase, or tender offer or exchange offer for, such Notes). Without notice to or the consent of any Holder, the Issuer, the Guarantors, the Trustee and, if applicable, the Collateral Agent may amend or supplement the Note Documents as provided in the Indenture.

13. Defaults and Remedies

If an Event of Default (other than an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Issuer or certain Guarantors) occurs and is continuing, the Trustee by notice to the Issuer, or the Holders of at least 30% in principal amount of the outstanding Notes by notice to the Issuer and the Trustee, may declare the principal of and accrued and unpaid interest (including Additional Interest, if any) on all the Notes to be due and payable immediately. Upon the effectiveness of such declaration, such principal and accrued and unpaid interest, including Additional Interest, if any, will be due and payable immediately. If a bankruptcy, insolvency or reorganization of the Issuer or certain Guarantors occurs and is continuing, the principal of, premium, if any, and accrued and unpaid interest (including Additional Interest) and any other monetary obligations on all the Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. Under certain circumstances, the Holders of a majority in principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

14. Trustee Dealings with the Issuer

Subject to certain limitations set forth in the Indenture, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer, Guarantors or their Affiliates with the same rights it would have if it were not Trustee. In addition, the Trustee shall be permitted to engage in transactions with the Issuer; *provided*, *however*, that if the Trustee acquires any conflicting interest under the Trust Indenture Act, the Trustee must (i) eliminate such conflict within 90 days of acquiring such conflicting interest, (ii) apply to the Commission for permission to continue acting as Trustee or (iii) resign.

15. No Recourse Against Others

No director, officer, employee, incorporator or shareholder of the Issuer or any of its Subsidiaries or Affiliates, as such (other than the Issuer and the Guarantors), shall have any liability for any obligations of the Issuer or the Guarantors under any Note Document or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

16. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent acting on its behalf) manually signs the certificate of authentication on the other side of this Note.

17. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with rights of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gift to Minors Act).

17. CUSIP and ISIN Numbers

The Issuer has caused CUSIP and ISIN numbers, if applicable, to be printed on the Notes and has directed the Trustee to use CUSIP and ISIN numbers, if applicable, in notices of redemption or purchase as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption or purchase and reliance may be placed only on the other identification numbers placed thereon.

18. Governing Law

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

The Issuer will furnish to any Holder upon written request and without charge to the Holder a copy of the Indenture and the Registration Rights Agreement. Requests may be made to:

Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, TN 37067-6325,
Attention: General Counsel

20. Security

The Notes and Note Guarantees will be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture and the Notes Collateral Documents. The Collateral Agent will hold the Collateral for the benefit of the Holders and the other Secured Parties, in each case pursuant to the Collateral Documents and the Intercreditor Agreement. Each Holder, by accepting this Note, consents and agrees to the terms of the Notes Collateral Documents (including the provisions providing for the foreclosure and release of Collateral), including the Intercreditor Agreement, as the same may be in effect or may be amended from time to time in accordance with their terms and the Indenture and authorizes and directs the Collateral Agent to enter into the Notes Collateral Documents, including the Intercreditor Agreement, and to perform its obligations and exercise its rights thereunder in accordance therewith.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

(Print or type assignee's name, address and zip code)

(Insert assignee's social security or tax I.D. No.)

and irrevocably appoint agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: Your Signature:

Signature Guarantee:

(Signature must be guaranteed)

Sign exactly as your name appears on the other side of this Note.

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

The undersigned hereby certifies that it ☐ is / ☐ is not an Affiliate of the Issuer and that, to its knowledge, the proposed transferee ☐ is / ☐ is not an Affiliate of the Issuer.

In connection with any transfer or exchange of any of the Notes evidenced by this certificate occurring prior to the date that is one year after the later of the date of original issuance of such Notes and the last date, if any, on which such Notes were owned by the Issuer or any Affiliate of the Issuer, the undersigned confirms that such Notes are being:

CHECK ONE BOX BELOW:

(1) ☐ acquired for the undersigned's own account, without transfer; or

(2) ☐ transferred to the Issuer; or

(3) ☐ transferred pursuant to and in compliance with Rule 144A under the Securities Act of 1933, as amended (the " Securities Act"); or

(4) ☐ transferred pursuant to an effective registration statement under the Securities Act; or

(5) ☐ transferred pursuant to and in compliance with Regulation S under the Securities Act; or

(6) ☐ transferred to an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) or an "accredited investor" (as defined in Rule 501(a)(4) under the Securities Act), that has furnished to the Trustee a signed letter containing certain representations and agreements (the form of which letter appears as Exhibit G or I of the Indenture, respectively); or

(7) ☐ transferred pursuant to another available exemption from the registration requirements of the Securities Act of 1933, as amended.

Unless one of the boxes is checked, the Registrar will refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered Holder thereof; *provided*, *however*, that if box (5), (6) or (7) is checked, the Issuer may require, prior to registering any such transfer of the Notes, in its sole discretion, such legal opinions, certifications and other information as the Issuer may reasonably request to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933, as amended, such as the exemption provided by Rule 144 under such Act.

Signature

Signature Guarantee:

(Signature must be guaranteed)

Signature

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

TO BE COMPLETED BY PURCHASER IF BOX
(1) OR (3) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, as amended, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuer as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Dated:

[TO BE ATTACHED TO GLOBAL NOTES]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTES

The following increases or decreases in this Global Note have been made:

| Date of Exchange | Amount of decrease in Principal Amount of this Global Note | Amount of increase in Principal Amount of this Global Note | Principal Amount of this Global Note following such decrease or increase | Signature of authorized signatory of Trustee or Notes Custodian |
|---|---|---|---|---|
| | | | | |

OPTION OF HOLDER TO ELECT PURCHASE

If you elect to have this Note purchased by the Issuer pursuant to Section 3.5 or 3.9 of the Indenture, check either box:

Section 3.5 ☐ Section 3.9 ☐

If you want to elect to have only part of this Note purchased by the Issuer pursuant to Section 3.5 or 3.9 of the Indenture, state the amount in principal amount (must be in denominations of $2,000 or an integral multiple of $1,000 in excess thereof): $ and specify the denomination or denominations (which shall not be less than the minimum authorized denomination) of the Notes to be issued to the Holder for the portion of the within Note not being repurchased (in the absence of any such specification, one such Note will be issued for the portion not being repurchased): .

Date: _____ Your Signature _____

(Sign exactly as your name appears on the other side of the Note)

Signature Guarantee: _____

(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

**EXHIBIT B**

[FORM OF face OF EXCHANGE GLOBAL NOTE]

[Depository Legend, if applicable]

No. [ ]

Principal Amount $[ ] [as revised by the Schedule of Increases and Decreases in Global Note attached hereto] [6]
CUSIP NO. _____

FWCT-2 ESCROW CORPORATION

5.125% Senior Secured Notes due 2021

FWCT-2 Escrow Corporation, a Delaware corporation, promises to pay to Cede & Co., or its registered assigns, the principal sum of Dollars, [as revised by the Schedule of Increases and Decreases in Global Note attached hereto], on August 1, 2021.

Interest Payment Dates: February 1 and August 1, commencing on August 1, 2014 [7]

Record Dates: January 15 and July 15

Additional provisions of this Note are set forth on the other side of this Note.

6 Insert in Global Notes only.
7 In the case of Notes issued on the Issue Date.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

**FWCT-2 ESCROW CORPORATION**

By: _____

Name:
Title:

TRUSTEE CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes referred to in the within-mentioned Indenture.

**REGIONS BANK**, as Trustee

By: _____
Authorized Signatory

Dated: _____

[FORM OF REVERSE SIDE OF NOTE]
FWCT-2 ESCROW CORPORATION

5.125% Senior Secured Notes due 2021

Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Indenture.

1. Interest

FWCT-2 Escrow Corporation, a Delaware corporation, promises to pay interest on the principal amount of this Note at 5.125% per annum from January 27, 2014[8] until maturity. The Issuer will pay interest semi-annually in arrears every February 1 and August 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "Interest Payment Date"). Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from January 27, 2014[9]; *provided*, that the first Interest Payment Date shall be August 1, 2014.[10] The Issuer shall pay interest on overdue principal at the rate specified herein, and it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful. Interest on the Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each interest period will end on (but not include) the relevant Interest Payment Date.

2. Method of Payment

By no later than 10:00 a.m. (New York City time) on the date on which any principal of, premium, if any, or interest, if any, on any Note is due and payable, the Issuer shall deposit with the Paying Agent a sum sufficient in immediately available funds to pay such principal, premium, and interest, if any, when due. Interest on any Note which is payable, and is timely paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered at the close of business on the preceding January 15 or July 15, as applicable, at the office or agency of the Issuer maintained for such purpose pursuant to Section 2.3 of the Indenture. The principal of (and premium, if any) and interest on the Notes shall be payable at the office or agency of Paying Agent or Registrar designated by the Issuer maintained for such purpose (which shall initially be the office of the Trustee maintained for such purpose), or at such other office or agency of the Issuer as may be maintained for such purpose pursuant to Section 2.3 of the Indenture; *provided*, *however*, that, at the option of the Paying Agent, each installment of interest may be paid by (i) check mailed to addresses of the Persons entitled thereto as such addresses shall appear on the Notes Register or (ii) wire transfer to an account located in the United States maintained by the payee, subject to the last sentence of this paragraph. Payments in respect of Notes represented by a Global Note (including principal, premium, if any, and interest, if any) will be made by wire transfer of immediately available funds to the accounts specified by The Depository Trust Company or any successor depository. Payments in respect of Notes represented by Definitive Notes (including principal, premium, if any, and interest, if any) held by a Holder of at least $1,000,000 aggregate principal amount of Notes represented by Definitive Notes will be made by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than fifteen (15) days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion). If an Interest Payment Date is a Legal Holiday, payment shall be made on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period. If a regular record date is a Legal Holiday, the record date shall not be affected.

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8 In the case of Notes issued on the Issue Date.

9 In the case of Notes issued on the Issue Date.

10 In the case of Notes issued on the Issue Date.

3. Paying Agent and Registrar

The Issuer initially appoints Regions Bank (the "Trustee") as Registrar and Paying Agent for the Notes. The Issuer may change any Registrar or Paying Agent without prior notice to the Holders. The Issuer or any Guarantor may act as Paying Agent, Registrar or transfer agent.

4. Indenture

The Issuer issued the Notes under an Indenture dated as of January 27, 2014 (as it may be amended or supplemented from time to time in accordance with the terms thereof, the "Indenture"), among the Issuer, the Guarantors party thereto, the Trustee and the Collateral Agent. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbbb) (the "Act"). The Notes are subject to all terms and provisions of the Indenture, and Holders are referred to the Indenture and the Act for a statement of those terms.

5. Guarantees

To guarantee the due and punctual payment of the principal and interest, if any (including post-filing or post-petition interest) on the Notes and all other amounts payable by the Issuer under the Indenture and the Notes when and as the same shall be due and payable, whether at maturity, by acceleration or otherwise, according to the terms of the Notes and the Indenture, the Guarantors will unconditionally guarantee (and future guarantors, jointly and severally with the Guarantors, will fully and unconditionally Guarantee) such obligations on a senior secured basis pursuant to the terms of the Indenture.

6. Optional Redemption

(a) At any time and from time to time on or after the Issue Date and prior to February 1, 2017, the Issuer may redeem the Notes in whole or in part, at its option, upon not less than 30 nor more than 60 days' prior notice at a redemption price equal to 100% of the principal amount of the Notes to be redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to the redemption date.

(b) At any time and from time to time on or after February 1, 2017, the Issuer may redeem the Notes in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the percentage of principal amount set forth below plus accrued and unpaid interest, if any, on the Notes redeemed, to the applicable date of redemption, if redeemed during the twelve-month period beginning on February 1 of the years indicated below:

| Year | Percentage |
|---|---|
| 2017 | 103.844% |
| 2018 | 102.563% |
| 2019 | 101.281% |
| 2020 and thereafter | 100.000% |

(c) At any time and from time to time on or after the Issue Date and prior to February 1, 2017, the Issuer may redeem Notes with the net cash proceeds received by the Issuer from any Equity Offering (other than Excluded Contributions) at a redemption price (expressed as a percentage of principal amount) equal to 105.125% plus accrued and unpaid interest, if any, to the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the original aggregate principal amount of the Notes (including Additional Notes); *provided* that:

(1) in each case the redemption takes place not later than 180 days after the closing of the related Equity Offering; and

(2) not less than 50% of the original aggregate principal amount of the Notes issued under the Indenture remains outstanding immediately thereafter (excluding Notes held by the Issuer or any of its Restricted Subsidiaries).

(e) Any redemption and notice of redemption may, at the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent (including, in the case of a redemption related to an Equity Offering, the consummation of such Equity Offering).

(f) If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest will be paid to the Person in whose name the Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose Notes will be subject to redemption by the Issuer.

(g) Unless the Issuer defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

(h) Any redemption pursuant to this paragraph 6 shall be made pursuant to the provisions of Sections 5.1 through 5.6 of the Indenture.

The Issuer is not required to make mandatory redemptions or sinking fund payments with respect to the Notes; *provided*, *however*, that under certain circumstances, the Issuer may be required to offer to purchase Notes under Section 3.5 and Section 3.9 of the Indenture. The Issuer may at any time and from time to time purchase Notes in the open market or otherwise.

7. [Reserved]

8. Repurchase Provisions

If a Change of Control occurs, unless the Issuer has previously or concurrently delivered a redemption notice with respect to all outstanding Notes pursuant to Section 5.7 of the Indenture, each Holder will have the right to require the Issuer to repurchase from each Holder all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to but excluding the date of purchase, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date as provided in, and subject to the terms of, the Indenture.

Upon certain Asset Sales, the Issuer may be required to use the Excess Proceeds from such Asset Sales to offer to purchase the maximum aggregate principal amount of Notes and, at the Issuer's option, First Lien Obligations (and, only to the extent the Excess Proceeds are greater than the outstanding First Lien Obligations, Senior Indebtedness) that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date fixed for the closing of such offer, in accordance with the procedures set forth in Section 3.5 and in Article V of the Indenture.

9. Denominations; Transfer; Exchange

The Notes shall be issuable only in fully registered form in minimum denominations of principal amount of $2,000 and any integral multiple of $1,000 in excess thereof. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay a sum sufficient to cover any tax and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange of any Note (A) for a period beginning (1) fifteen (15) days before the mailing of a notice of an offer to repurchase or redeem Notes and ending at the close of business on the day of such mailing or (2) fifteen (15) days before an Interest Payment Date and ending on such Interest Payment Date or (B) called for redemption, except the unredeemed portion of any Note being redeemed in part.

10. Persons Deemed Owners

The registered Holder of this Note may be treated as the owner of it for all purposes.

11. Discharge and Defeasance

Subject to certain exceptions and conditions set forth in the Indenture, the Issuer at any time may terminate some or all of its obligations under the Notes and the Indenture if the Issuer deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest, if any on the Notes to redemption or maturity, as the case may be.

12. Amendment, Supplement, Waiver

Subject to certain exceptions contained in the Indenture, Note Documents may be amended, or a Default thereunder may be waived, with the consent of the Holders of a majority in aggregate principal amount of the outstanding Notes (including consents obtained in connection with a purchase, or tender offer or exchange offer for, such Notes). Without notice to or the consent of any Holder, the Issuer, the Guarantors, the Trustee and, if applicable, the Collateral Agent may amend or supplement the Notes Documents as provided in the Indenture.

13. Defaults and Remedies

If an Event of Default (other than an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Issuer or certain Guarantors) occurs and is continuing, the Trustee by notice to the Issuer, or the Holders of at least 30% in principal amount of the outstanding Notes by notice to the Issuer and the Trustee, may declare the principal of and accrued and unpaid interest on all the Notes to be due and payable immediately. Upon the effectiveness of such declaration, such principal and accrued and unpaid interest, if any, will be due and payable immediately. If a bankruptcy, insolvency or reorganization of the Issuer or certain Guarantors occurs and is continuing, the principal of, premium, if any, and accrued and unpaid interest and any other monetary obligations on all the Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. Under certain circumstances, the Holders of a majority in principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

14. Trustee Dealings with the Issuer

Subject to certain limitations set forth in the Indenture, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer, Guarantors or their Affiliates with the same rights it would have if it were not Trustee. In addition, the Trustee shall be permitted to engage in transactions with the Issuer; *provided*, *however*, that if the Trustee acquires any conflicting interest under the Trust Indenture Act, the Trustee must (i) eliminate such conflict within 90 days of acquiring such conflicting interest, (ii) apply to the Commission for permission to continue acting as Trustee or (iii) resign.

15. No Recourse Against Others

No director, officer, employee, incorporator or shareholder of the Issuer or any of its Subsidiaries or Affiliates, as such (other than the Issuer and the Guarantors), shall have any liability for any obligations of the Issuer or the Guarantors under any Note Documents or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

16. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent acting on its behalf) manually signs the certificate of authentication on the other side of this Note.

17. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with rights of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gift to Minors Act).

18. CUSIP and ISIN Numbers

The Issuer has caused CUSIP and ISIN numbers, if applicable, to be printed on the Notes and has directed the Trustee to use CUSIP and ISIN numbers, if applicable, in notices of redemption or purchase as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption or purchase and reliance may be placed only on the other identification numbers placed thereon.

19. Governing Law

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

The Issuer will furnish to any Holder upon written request and without charge to the Holder a copy of the Indenture. Requests may be made to:

Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, TN 37067-6325,
Attention: General Counsel

20. Security

The Notes and Note Guarantees will be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture and the Notes Collateral Documents. The Collateral Agent will hold the Collateral for the benefit of the Holders and the other Secured Parties, in each case pursuant to the Collateral Documents and the Intercreditor Agreement. Each Holder, by accepting this Note, consents and agrees to the terms of the Notes Collateral Documents (including the provisions providing for the foreclosure and release of Collateral), including the Intercreditor Agreement, as the same may be in effect or may be amended from time to time in accordance with their terms and the Indenture and authorizes and directs the Collateral Agent to enter into the Notes Collateral Documents, including the Intercreditor Agreement, and to perform its obligations and exercise its rights thereunder in accordance therewith.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

(Print or type assignee's name, address and zip code)

(Insert assignee's social security or tax I.D. No.)

and irrevocably appoint agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: Your Signature:

Signature Guarantee:

(Signature must be guaranteed)

Sign exactly as your name appears on the other side of this Note.

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

[TO BE ATTACHED TO GLOBAL NOTES]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTES

The following increases or decreases in this Global Note have been made:

| Date of Exchange | Amount of decrease in Principal Amount of this Global Note | Amount of increase in Principal Amount of this Global Note | Principal Amount of this Global Note following such decrease or increase | Signature of authorized signatory of Trustee or Notes Custodian |
|---|---|---|---|---|
| | | | | |

OPTION OF HOLDER TO ELECT PURCHASE

If you elect to have this Note purchased by the Issuer pursuant to Section 3.5 or 3.9 of the Indenture, check either box:

Section 3.5 ☐ Section 3.9 ☐

If you want to elect to have only part of this Note purchased by the Issuer pursuant to Section 3.5 or 3.9 of the Indenture, state the amount in principal amount (must be in denominations of $2,000 or an integral multiple of $1,000 in excess thereof): $ and specify the denomination or denominations (which shall not be less than the minimum authorized denomination) of the Notes to be issued to the Holder for the portion of the within Note not being repurchased (in the absence of any such specification, one such Note will be issued for the portion not being repurchased): .

Date: _____ Your Signature _____

(Sign exactly as your name appears on the other side of the Note)

Signature Guarantee: _____

(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

**EXHIBIT C**

**Form of Assumption Supplemental Indenture**

ASSUMPTION SUPPLEMENTAL INDENTURE, (this "Assumption Supplemental Indenture") dated as of [—], 2014, by and among CHS/Community Health Systems, Inc., a Delaware corporation ("Issuer"), the parties that are signatories hereto as Guarantors (each, a " Guaranteeing Party"), Credit Suisse AG, as Collateral Agent, and Regions Bank, as Trustee under the Indenture referred to below.

W I T N E S S E T H:

WHEREAS, FWCT-2 Escrow Corporation (the "Escrow Issuer") has heretofore executed and delivered an indenture dated as of January 27, 2014 (as amended, supplemented, waived or otherwise modified, the " Indenture"), providing for the issuance on such date of an aggregate principal amount of $1,000,000,000 of 5.125% Senior Secured Notes due 2021 (the " Notes") of the Escrow Issuer;

WHEREAS, Section 4.2 of the Indenture requires the Issuer and each Guaranteeing Subsidiaries to execute the Assumption Supplemental Indenture immediately after the Escrow Merger; and

WHEREAS, pursuant to Section 9.1 of the Indenture, the Issuer, any Guarantor and the Trustee are authorized to execute and deliver this Assumption Supplemental Indenture to amend or supplement the Indenture, without the consent of any Holder.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Guaranteeing Parties and the Trustee mutually covenant and agree for the benefit of the Trustee, the Collateral Agent and the Holders of the Notes as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Defined Terms. As used in this Assumption Supplemental Indenture, terms defined in the Indenture or in the preamble or recitals hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Assumption Supplemental Indenture refer to this Assumption Supplemental Indenture as a whole and not to any particular section hereof.

ARTICLE II

AGREEMENT TO BE BOUND; GUARANTEE

SECTION 2.1. Agreement to be Bound. Without limiting the assumption by operation of law occasioned by the Escrow Merger, the Issuer hereby becomes party to the Indenture as the "Issuer" for all purposes thereof and as such will have all of the rights and be subject to all of the obligations and agreements of the "Issuer" under the Indenture. Each of the Guaranteeing Parties hereby becomes a party to the Indenture as a "Guarantor" and as such will have all of the rights and be subject to all of the obligations and agreements of a "Guarantor" under the Indenture.

SECTION 2.2. Guarantee. Each of the Guaranteeing Parties agrees, on a joint and several basis with each other Guaranteeing Party, to fully, unconditionally and irrevocably Guarantee to each Holder of the Notes, the Trustee and the Collateral Agent the Guaranteed Obligations pursuant to Article X of the Indenture as and to the extent provided for therein.

ARTICLE III

MISCELLANEOUS

SECTION 3.1. Notices. All notices and other communications to the Guaranteeing Parties shall be given as provided in the Indenture.

SECTION 3.2. Governing Law. This Assumption Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 3.3. Severability. In case any provision in this Assumption Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 3.4. Benefits Acknowledged. Each Guaranteeing Party's Note Guarantee is subject to the terms and conditions set forth in the Indenture. Each Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Assumption Supplemental Indenture and that the guarantee and waivers made by it pursuant to its Note Guarantee are knowingly made in contemplation of such benefits.

SECTION 3.5. Ratification of Indenture; Supplemental Indentures Part of Indenture . Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Assumption Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby and entitled to the benefits hereof.

SECTION 3.6. The Trustee and the Collateral Agent. Neither the Trustee nor the Collateral Agent make any representation or warranty as to the validity or sufficiency of this Assumption Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.

SECTION 3.7. Counterparts. The parties hereto may sign any number of copies of this Assumption Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Assumption Supplemental Indenture and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Assumption Supplemental Indenture as to the parties hereto and may be used in lieu of the original Assumption Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 3.8. Execution and Delivery. Each Guaranteeing Party agrees that its Note Guarantee shall remain in full force and effect notwithstanding any absence on each Note of a notation of any such Note Guarantee.

SECTION 3.9. Headings. The headings of the Articles and the Sections in this Assumption Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Supplemental Indenture to be duly executed as of the date first above written.

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

By: _____
Name:
Title:

**HOLDINGS AND THE SUBSIDIARY GUARANTORS**, as a Guarantor

By: _____
Name:
Title:

**REGIONS BANK**,
as Trustee

By: _____
Name:
Title:

**CREDIT SUISSE AG**,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

**EXHIBIT D**

**Form of Supplemental Indenture**

SUPPLEMENTAL INDENTURE, (this "Supplemental Indenture") dated as of [ ], 20[ ], by and among CHS/Community Health Systems, Inc., a Delaware corporation ("Issuer"), the parties that are signatories hereto as Guarantors (each a " Guaranteeing Subsidiary"), Credit Suisse AG, as Collateral Agent, and Regions Bank, as Trustee under the Indenture referred to below.

W I T N E S S E T H:

WHEREAS, each of the Issuer, the Guarantors and the Trustee have heretofore executed and delivered an indenture dated as of January 27, 2014 (as amended, supplemented, waived or otherwise modified, the " Indenture"), providing for the issuance on such date of an aggregate principal amount of $1,000,000,000 of 5.125% Senior Secured Notes due 2021 (the " Notes") of the Issuer;

WHEREAS, the Indenture provides that the Guaranteeing Subsidiaries shall execute and deliver to the Trustee and the Collateral Agent a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Issuer's Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the " Note Guarantee"), each on the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 9.1 of the Indenture, the Issuer, any Guarantor and the Trustee are authorized to execute and deliver this Supplemental Indenture to amend or supplement the Indenture, without the consent of any Holder;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for the benefit of the Trustee, the Collateral Agent and the Holders of the Notes as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recitals hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

ARTICLE II

AGREEMENT TO BE BOUND; GUARANTEE

SECTION 2.1. Agreement to be Bound. Each of the Guaranteeing Subsidiaries hereby becomes a party to the Indenture as a "Guarantor" and as such will have all of the rights and be subject to all of the obligations and agreements of a "Guarantor" under the Indenture.

SECTION 2.2. Guarantee. Each of the Guaranteeing Subsidiaries agrees, on a joint and several basis with all the existing Guarantors, to fully, unconditionally and irrevocably Guarantee to each Holder of the Notes, the Trustee and the Collateral Agent the Guaranteed Obligations pursuant to Article X of the Indenture as and to the extent provided for therein.

ARTICLE III

MISCELLANEOUS

SECTION 3.1. Notices. All notices and other communications to the Guarantors shall be given as provided in the Indenture.

SECTION 3.2. Merger and Consolidation. Each Guaranteeing Subsidiary shall not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into, another Person (other than the Issuer or any Restricted Subsidiary that is a Guarantor or becomes a Guarantor concurrently with the transaction) except in accordance with Section 4.1(e) of the Indenture.

SECTION 3.3. Release of Guarantee. The Note Guarantees hereunder may be released in accordance with Section 10.2 of the Indenture.

SECTION 3.4. Parties. Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or the Indenture or any provision herein or therein contained

SECTION 3.5. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 3.6. Severability. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 3.7. Benefits Acknowledged. Each Guaranteeing Subsidiary's Note Guarantee is subject to the terms and conditions set forth in the Indenture. Each Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to its Note Guarantee are knowingly made in contemplation of such benefits.

SECTION 3.8. Ratification of Indenture; Supplemental Indentures Part of Indenture . Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 3.9. The Trustee and the Collateral Agent. Neither the Trustee nor the Collateral Agent make any representation or warranty as to the validity or sufficiency of this Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.

SECTION 3.10. Counterparts. The parties hereto may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 3.11. Execution and Delivery. Each Guaranteeing Subsidiary agrees that its Note Guarantee shall remain in full force and effect notwithstanding any absence on each Note of a notation of any such Note Guarantee.

SECTION 3.12. Headings. The headings of the Articles and the Sections in this Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

**[SUBSIDIARY GUARANTORS]**,
as a Guarantor

By: _____
Name:
Title:

Acknowledged by:

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

By: _____

Name:
Title:

**REGIONS BANK**,
as Trustee

By: _____
Name:
Title:

**CREDIT SUISSE AG**,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

**EXHIBIT E**

**Form of Certificate to be Delivered Upon Termination of Restricted Period**

[Date]

Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, TN 37067-6325,
Attention: [General Counsel]
Facsimile: (615) 373-9704

Regions Bank
as Trustee and Registrar
Corporate Trust Services
315 Deaderick Street, 4th Floor
Nashville, TN 37238
Attention: [—]
Facsimile: [—]

with a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Michael Kim
Facsimile: (212) 446-4746

Re: FWCT-2 Escrow Corporation (the "Issuer").

5.125% Senior Secured Notes due 2021 (the "Notes")

Ladies and Gentlemen:

This letter relates to Notes represented by a temporary global Note (the " Temporary Regulation S Global Note"). Pursuant to Section 2.1 of the Indenture dated as of January 27, 2014 relating to the Notes (the " Indenture"), we hereby certify that the persons who are the beneficial owners of $[ ] principal amount of Notes represented by the Temporary Regulation S Global Note are persons outside the United States to whom beneficial interests in such Notes could be transferred in accordance with Rule 904 of Regulation S promulgated under the Securities Act of 1933, as amended. Accordingly, you are hereby requested to issue a Permanent Regulation S Global Note representing the undersigned's interest in the principal amount of Notes represented by the Temporary Regulation S Global Note, all in the manner provided by the Indenture. We certify that we [are][are not] an Affiliate of the Issuer.

The Trustee, Registrar and the Issuer are entitled to conclusively rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby. Terms used in this letter have the meanings set forth in Regulation S.

Very truly yours,

[Name of Transferor]

By: _____

Authorized Signature

**EXHIBIT F**

**Form of Certificate to be Delivered in Connection with Transfers to IAIs**

[Date]

Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, TN 37067-6325,
Attention: [General Counsel]
Facsimile: (615) 373-9704

Regions Bank
as Trustee and Registrar
Corporate Trust Services
315 Deaderick Street, 4th Floor
Nashville, TN 37238
Attention: [—]
Facsimile: [—]

with a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Michael Kim
Facsimile: (212) 446-4746

Re: FWCT-2 Escrow Corporation (the "Issuer").

5.125% Senior Secured Notes due 2021 (the "Notes")

Ladies and Gentlemen:

This certificate is delivered to request a transfer of $[ ] principal amount of the 5.125% Senior Secured Notes due 2021 (the " Notes") of FWCT-2 Escrow Corporation (the "Issuer").

Upon transfer, the Notes would be registered in the name of the new beneficial owner as follows:

Name: _____

Address: _____

Taxpayer ID Number: _____

The undersigned represents and warrants to you that:

1. We are an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933, as amended (the " Securities Act")) purchasing for our own account or for the account of such an institutional "accredited investor" at least $250,000 principal amount of the Notes, and we are acquiring the Notes not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act. We have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risk of our investment in the Notes and we invest in or purchase securities similar to the Notes in the normal course of our business. We and any accounts for which we are acting are each able to bear the economic risk of our or its investment.

2. We understand that the Notes have not been registered under the Securities Act and, unless so registered, may not be sold except as permitted in the following sentence. We agree on our own behalf and on behalf of any investor account for which we are purchasing Notes to offer, sell or otherwise transfer such Notes prior to the date that is one year after the later of the date of original issue and the last date on which the Issuer or any affiliate of the Issuer was the owner of such Notes (or any predecessor thereto) (the "Resale Restriction Termination Date") only (a) to the Issuer or any Subsidiary thereof, (b) pursuant to an effective registration statement under the Securities Act, (c) in a transaction complying with the requirements of Rule 144A under the Securities Act, to a person we reasonably believe is a "qualified institutional buyer" under Rule 144A of the Securities Act (a "QIB") that is purchasing for its own account or for the account of a QIB and to whom notice is given that the transfer is being made in reliance on Rule 144A, (d) pursuant to offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the Securities Act, (e) to an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act that is purchasing for its own account or for the account of such an institutional "accredited investor," in each case in a minimum principal amount of Notes of $250,000 for investment purposes and not with a view to or for offer or sale in connection with any distribution in violation of the Securities Act or (f) pursuant to any other available exemption from the registration requirements of the Securities Act, subject in each of the foregoing cases to any requirement of law that the disposition of our property or the property of such investor account or accounts be at all times within our or their control and in compliance with any applicable state securities laws. The foregoing restrictions on resale will not apply subsequent to the Resale Restriction Termination Date. If any resale or other transfer of the Notes is proposed to be made pursuant to clause (e) above prior to the Resale Restriction Termination Date, the transferor shall deliver a letter from the transferee substantially in the form of this letter to the Issuer and the Trustee, which shall provide, among other things, that the transferee is an institutional "accredited investor" (within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act) and that it is acquiring such Notes for investment purposes and not for distribution in violation of the Securities Act. Each purchaser acknowledges that the Issuer and the Trustee reserve the right prior to any offer, sale or other transfer prior to the Resale Termination Date of the Notes pursuant to clauses (d), (e) or (f) above to require the delivery of an opinion of counsel, certifications and/or other information satisfactory to the Issuer.

3. We [are][are not] an Affiliate of the Issuer.

TRANSFEREE: _____

BY: _____

**EXHIBIT G**

**Form of Certificate to be Delivered in Connection with Transfers Pursuant to Regulation S**

[Date]

Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, TN 37067-6325,
Attention: [General Counsel]
Facsimile: (615) 373-9704

Regions Bank
as Trustee and Registrar
Corporate Trust Services
315 Deaderick Street, 4th Floor
Nashville, TN 37238
Attention: [—]
Facsimile: [—]

Re: FWCT-2 Escrow Corporation (the "Issuer").

5.125% Senior Secured Notes due 2021 (the "Notes")

Ladies and Gentlemen:

In connection with our proposed sale of $[ ] aggregate principal amount of the Notes, we confirm that such sale has been effected pursuant to and in accordance with Regulation S under the United States Securities Act of 1933, as amended (the " Securities Act"), and, accordingly, we represent that:

(a) the offer of the Notes was not made to a person in the United States;

(b) either (i) at the time the buy order was originated, the transferee was outside the United States or we and any person acting on our behalf reasonably believed that the transferee was outside the United States or (ii) the transaction was executed in, on or through the facilities of a designated off-shore securities market and neither we nor any person acting on our behalf knows that the transaction has been pre-arranged with a buyer in the United States;

(c) no directed selling efforts have been made in the United States in contravention of the requirements of Rule 903(a)(2) or Rule 904(a)(2) of Regulation S, as applicable; and

(d) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act.

In addition, if the sale is made during a restricted period and the provisions of Rule 903(b)(2), Rule 903(b)(3) or Rule 904(b)(1) of Regulation S are applicable thereto, we confirm that such sale has been made in accordance with the applicable provisions of Rule 903(b)(2), Rule 903(b)(3) or Rule 904(b)(1), as the case may be.

We also hereby certify that we [are][are not] an Affiliate of the Issuer and, to our knowledge, the transferee of the Notes [is][is not] an Affiliate of the Issuer.

The Trustee, Registrar and the Issuer are entitled to conclusively rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby. Terms used in this certificate have the meanings set forth in Regulation S.

Very truly yours,

[Name of Transferor]

By: _____

Authorized Signature

**Exhibit 4.2**

EXECUTION COPY

**Assumption Supplemental Indenture**

ASSUMPTION SUPPLEMENTAL INDENTURE, (this "Assumption Supplemental Indenture") dated as of January 27, 2014, by and among CHS/Community Health Systems, Inc., a Delaware corporation ("Issuer"), the parties that are signatories hereto as Guarantors (each, a "Guaranteeing Party"), Credit Suisse AG, as Collateral Agent, and Regions Bank, as Trustee under the Indenture referred to below.

W I T N E S S E T H:

WHEREAS, FWCT-2 Escrow Corporation (the "Escrow Issuer") has heretofore executed and delivered an indenture dated as of January 27, 2014 (as amended, supplemented, waived or otherwise modified, the "Indenture"), providing for the issuance on such date of an aggregate principal amount of $1,000,000,000 of 5.125% Senior Secured Notes due 2021 (the "Notes") of the Escrow Issuer;

WHEREAS, Section 4.2 of the Indenture requires the Issuer and each Guaranteeing Subsidiaries to execute the Assumption Supplemental Indenture immediately after the Escrow Merger; and

WHEREAS, pursuant to Section 9.1 of the Indenture, the Issuer, any Guarantor and the Trustee are authorized to execute and deliver this Assumption Supplemental Indenture to amend or supplement the Indenture, without the consent of any Holder.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Guaranteeing Parties and the Trustee mutually covenant and agree for the benefit of the Trustee, the Collateral Agent and the Holders of the Notes as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Defined Terms. As used in this Assumption Supplemental Indenture, terms defined in the Indenture or in the preamble or recitals hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Assumption Supplemental Indenture refer to this Assumption Supplemental Indenture as a whole and not to any particular section hereof.

ARTICLE II

AGREEMENT TO BE BOUND; GUARANTEE

SECTION 2.1. Agreement to be Bound. Without limiting the assumption by operation of law occasioned by the Escrow Merger, the Issuer hereby becomes party to the Indenture as the "Issuer" for all purposes thereof and as such will have all of the rights and be subject to all of the obligations and agreements of the "Issuer" under the Indenture. Each of the Guaranteeing Parties hereby becomes a party to the Indenture as a "Guarantor" and as such will have all of the rights and be subject to all of the obligations and agreements of a "Guarantor" under the Indenture.

SECTION 2.2. Guarantee. Each of the Guaranteeing Parties agrees, on a joint and several basis with each other Guaranteeing Party, to fully, unconditionally and irrevocably Guarantee to each Holder of the Notes, the Trustee and the Collateral Agent the Guaranteed Obligations pursuant to Article X of the Indenture as and to the extent provided for therein.

ARTICLE III

MISCELLANEOUS

SECTION 3.1. Notices. All notices and other communications to the Guaranteeing Parties shall be given as provided in the Indenture.

SECTION 3.2. Governing Law. This Assumption Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 3.3. Severability. In case any provision in this Assumption Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 3.4. Benefits Acknowledged. Each Guaranteeing Party's Note Guarantee is subject to the terms and conditions set forth in the Indenture. Each Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Assumption Supplemental Indenture and that the guarantee and waivers made by it pursuant to its Note Guarantee are knowingly made in contemplation of such benefits.

SECTION 3.5. Ratification of Indenture; Supplemental Indentures Part of Indenture . Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Assumption Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby and entitled to the benefits hereof.

SECTION 3.6. The Trustee and the Collateral Agent. Neither the Trustee nor the Collateral Agent make any representation or warranty as to the validity or sufficiency of this Assumption Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.

SECTION 3.7. Counterparts. The parties hereto may sign any number of copies of this Assumption Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Assumption Supplemental Indenture and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Assumption Supplemental Indenture as to the parties hereto and may be used in lieu of the original Assumption Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 3.8. Execution and Delivery. Each Guaranteeing Party agrees that its Note Guarantee shall remain in full force and effect notwithstanding any absence on each Note of a notation of any such Note Guarantee.

SECTION 3.9. Headings. The headings of the Articles and the Sections in this Assumption Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Supplemental Indenture to be duly executed as of the date first above written.

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

By: _____

Name: Rachel A. Seifert
Title: Executive Vice President and Secretary

Community Health Systems, Inc.

Abilene Hospital, LLC

Abilene Merger, LLC

Affinity Health Systems, LLC

Affinity Hospital, LLC

Anna Hospital Corporation

Berwick Hospital Company, LLC

Big Bend Hospital Corporation

Big Spring Hospital Corporation

Birmingham Holdings, LLC

Birmingham Holdings II, LLC

Blue Island Hospital Company, LLC

Blue Island Illinois Holdings, LLC

Bluefield Holdings, LLC

Bluefield Hospital Company, LLC

Bluffton Health System LLC

Brownsville Hospital Corporation

Brownwood Medical Center, LLC

Bullhead City Hospital Corporation

Bullhead City Hospital Investment Corporation

Carlsbad Medical Center, LLC

Centre Hospital Corporation

CHHS Holdings, LLC

CHS Kentucky Holdings, LLC

CHS Pennsylvania Holdings, LLC

CHS Virginia Holdings, LLC

CHS Washington Holdings, LLC

Clarksville Holdings, LLC

Clarksville Holdings II, LLC

Cleveland Hospital Corporation

Cleveland Tennessee Hospital Company, LLC

Clinton Hospital Corporation

Coatesville Hospital Corporation

College Station Medical Center, LLC

College Station Merger, LLC

Community GP Corp.

Community Health Investment Company, LLC

Community LP Corp.

CP Hospital GP, LLC

CPLP, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

Crestwood Hospital, LLC

Crestwood Hospital LP, LLC

CSMC, LLC

CSRA Holdings, LLC

Deaconess Holdings, LLC

Deaconess Hospital Holdings, LLC

Deming Hospital Corporation

Desert Hospital Holdings, LLC

Detar Hospital, LLC

DHFW Holdings, LLC

DHSC, LLC

Dukes Health System, LLC

Dyersburg Hospital Corporation

Emporia Hospital Corporation

Evanston Hospital Corporation

Fallbrook Hospital Corporation

Foley Hospital Corporation

Forrest City Arkansas Hospital Company, LLC

Forrest City Hospital Corporation

Fort Payne Hospital Corporation

Frankfort Health Partner, Inc.

Franklin Hospital Corporation

Gadsden Regional Medical Center, LLC

Galesburg Hospital Corporation

Granbury Hospital Corporation

Granite City Hospital Corporation

Granite City Illinois Hospital Company, LLC

Greenville Hospital Corporation

GRMC Holdings, LLC

Hallmark Healthcare Company, LLC

Hobbs Medco, LLC

Hospital of Barstow, Inc.

Hospital of Fulton, Inc.

Hospital of Louisa, Inc.

Hospital of Morristown, Inc.

Jackson Hospital Corporation (KY)

Jackson Hospital Corporation (TN)

Jourdanton Hospital Corporation

Kay County Hospital Corporation

Kay County Oklahoma Hospital Company, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

*[Signature Page to the Joinder to the Senior Secured Notes Registration Rights Agreement]*

Kirksville Hospital Company, LLC

Lakeway Hospital Corporation

Lancaster Hospital Corporation

Las Cruces Medical Center, LLC

Lea Regional Hospital, LLC

Lexington Hospital Corporation

Longview Clinic Operations Company, LLC

Longview Merger, LLC

LRH, LLC

Lutheran Health Network of Indiana, LLC

Marion Hospital Corporation

Martin Hospital Corporation

Massillon Community Health System LLC

Massillon Health System LLC

Massillon Holdings, LLC

McKenzie Tennessee Hospital Company, LLC

McNairy Hospital Corporation

MCSA, L.L.C.

Medical Center of Brownwood, LLC

Merger Legacy Holdings, LLC

MMC of Nevada, LLC

Moberly Hospital Company, LLC

MWMC Holdings, LLC

Nanticoke Hospital Company, LLC

National Healthcare of Leesville, Inc.

National Healthcare of Mt. Vernon, Inc.

National Healthcare of Newport, Inc.

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

Payson Hospital Corporation

Peckville Hospital Company, LLC

Pennsylvania Hospital Company, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

| | |
|---|---|
| Phillips Hospital Corporation | River Region Medical Corporation |
| Phoenixville Hospital Company, LLC | Roswell Hospital Corporation |
| Pottstown Hospital Company, LLC | Ruston Hospital Corporation |
| QHG Georgia Holdings, Inc. | Ruston Louisiana Hospital Company, LLC |
| QHG Georgia Holdings II, LLC | SACMC, LLC |
| QHG of Bluffton Company, LLC | Salem Hospital Corporation |
| QHG of Clinton County, Inc. | San Angelo Community Medical Center, LLC |
| QHG of Enterprise, Inc. | San Angelo Medical, LLC |
| QHG of Forrest County, Inc. | San Miguel Hospital Corporation |
| QHG of Fort Wayne Company, LLC | Scranton Holdings, LLC |
| QHG of Hattiesburg, Inc. | Scranton Hospital Company, LLC |
| QHG of Massillon, Inc. | Scranton Quincy Holdings, LLC |
| QHG of South Carolina, Inc. | Scranton Quincy Hospital Company, LLC |
| QHG of Spartanburg, Inc. | Shelbyville Hospital Corporation |
| QHG of Springdale, Inc. | Siloam Springs Arkansas Hospital Company, LLC |
| QHG of Warsaw Company, LLC | Siloam Springs Holdings, LLC |
| Quorum Health Resources, LLC | Southern Texas Medical Center, LLC |
| Red Bud Hospital Corporation | Spokane Valley Washington Hospital Company, LLC |
| Red Bud Illinois Hospital Company, LLC | Spokane Washington Hospital Company, LLC |
| Regional Hospital of Longview, LLC | Tennyson Holdings, LLC |

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

Tooele Hospital Corporation

Tomball Texas Holdings, LLC

Tomball Texas Hospital Company, LLC

Triad Healthcare Corporation

Triad Holdings III, LLC

Triad Holdings IV, LLC

Triad Holdings V, LLC

Triad Nevada Holdings, LLC

Triad of Alabama, LLC

Triad of Oregon, LLC

Triad-ARMC, LLC

Triad-El Dorado, Inc.

Triad-Navarro Regional Hospital Subsidiary, LLC

Tunkhannock Hospital Company, LLC

VHC Medical, LLC

Vicksburg Healthcare, LLC

Victoria Hospital, LLC

Virginia Hospital Company, LLC

Warren Ohio Hospital Company, LLC

Warren Ohio Rehab Hospital Company, LLC

Watsonville Hospital Corporation

Waukegan Hospital Corporation

Waukegan Illinois 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

Williamston Hospital Corporation

Women & Children's Hospital, LLC

Woodland Heights Medical Center, LLC

Woodward Health System, LLC

York Pennsylvania Holdings, LLC

York Pennsylvania Hospital Company, LLC

Youngstown Ohio Hospital Company, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

*[Signature Page to the Supplemental Indenture for the Senior Secured Notes]*

**BROWNWOOD HOSPITAL, L.P.**

By: Brownwood Medical Center, LLC
Its: General Partner

**COLLEGE STATION HOSPITAL, L.P.**

By: College Station Medical Center, LLC
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

**VICTORIA OF TEXAS, L.P.**

By: Detar Hospital, LLC
Its: General Partner

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the General Partners of the Guarantors set forth on this page.

| | |
|---|---|
| Amory HMA, LLC | HMA Fentress County General Hospital, LLC |
| Bartow HMA, LLC | HMA Santa Rosa Medical Center, LLC |
| Biloxi H.M.A., LLC | Hospital Management Associates, LLC |
| Brandon HMA, LLC | Jackson HMA, LLC |
| Brevard HMA Holdings, LLC | Jefferson County HMA, LLC |
| Brevard HMA Hospitals, LLC | Kennett HMA, LLC |
| Campbell County HMA, LLC | Key West HMA, LLC |
| Carlisle HMA, LLC | Knoxville HMA Holdings, LLC |
| Carolinas JV Holdings General, LLC | Lehigh HMA, LLC |
| Central Florida HMA Holdings, LLC | Madison HMA, LLC |
| Central States HMA Holdings, LLC | Melbourne HMA, LLC |
| Chester HMA, LLC | Mesquite HMA General, LLC |
| Citrus HMA, LLC | Metro Knoxville HMA, LLC |
| Clarksdale HMA, LLC | Mississippi HMA Holdings I, LLC |
| Cocke County HMA, LLC | Mississippi HMA Holdings II, LLC |
| Florida HMA Holdings, LLC | Monroe HMA, LLC |
| Fort Smith HMA, LLC | Naples HMA, LLC |
| Hamlet H.M.A., LLC | Poplar Bluff Regional Medical Center, LLC |
| Health Management Associates, Inc. | Port Charlotte HMA, LLC |
| Health Management General Partner, LLC | Punta Gorda HMA, LLC |

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

*[Signature Page to the Supplemental Indenture for the Senior Secured Notes]*

River Oaks Hospital, LLC

Rockledge HMA, LLC

ROH, LLC

Sebastian Hospital, LLC

Sebring Hospital Management Associates, LLC

Southeast HMA Holdings, LLC

Southwest Florida HMA Holdings, LLC

Statesville HMA, LLC

Van Buren H.M.A., LLC

Venice HMA, LLC

Winder HMA, LLC

Yakima HMA, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

**CAROLINAS JV HOLDINGS, L.P.**

By: Carolinas JV Holdings General, 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

**LONE STAR HMA, L.P.**

By: Mesquite HMA General, LLC
Its: General Partner

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the General Partners of the Guarantors set forth on this page.

**REGIONS BANK,**
as Trustee

By: /s/ Paul Williams
Name: Paul Williams
Title: Vice President & Trust Officer

**REGIONS BANK,**
as Trustee

By: _____
Name:
Title:

**CREDIT SUISSE AG,**
as Collateral Agent

By: /s/ Steven Schwartz
Name: Steven Schwartz
Title: Managing Director

**Exhibit 4.3**

FWCT-2 ESCROW CORPORATION,
as Issuer

the GUARANTORS party hereto

AND

REGIONS BANK,
as Trustee

6.875% Senior Notes due 2022

# INDENTURE

Dated as of January 27, 2014

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| 310 | (a)(1) | **7.10** |
| | (a)(2) | **7.10** |
| | (a)(3) | **N.A.** |
| | (a)(4) | **N.A.** |
| | (a)(5) | **7.10** |
| | (b) | **7.3; 7.8; 7.10** |
| 311 | (a) | **7.11** |
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| 312 | (a) | **2.5** |
| | (b) | **13.3** |
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| 313 | (a) | **7.6** |
| | (b)(1) | **7.6** |
| | (b)(2) | **7.6** |
| | (c) | **7.6** |
| | (d) | **7.6** |
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| | (c)(2) | **2.2; 13.4** |
| | (c)(3) | **N.A.** |
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| | (a)(2) | **N.A.** |
| | (b) | **6.7** |
| | (c) | **N.A.** |
| 317 | (a)(1) | **6.8** |
| | (a)(2) | **6.9** |
| | (b) | **2.4** |
| 318 | (a) | **13.1** |

N.A. means not applicable.

Note: This Cross-Reference Table shall not, for any purpose, be deemed to be part of this Indenture.

INDENTURE dated as of January 27, 2014, among FWCT-2 ESCROW CORPORATION, a Delaware corporation, the Guarantors party hereto from time to time and REGIONS BANK, an Alabama banking corporation, as trustee.

W I T N E S S E T H:

WHEREAS, the Issuer has duly authorized the execution and delivery of this Indenture to provide for the issuance of (i) $3,000,000,000 aggregate principal amount of its 6.875% Senior Notes due 2022 (the "Initial Notes"), each as issued on the date hereof, (ii) any additional Notes (the "Additional Notes") that may be issued after the Issue Date in compliance with this Indenture (other than the Exchange Notes) and (iii) its 6.875% Senior Notes due 2022 to be issued pursuant to the Registration Rights Agreement (as defined herein) in exchange for any Initial Notes or Additional Notes (the "Exchange Notes," and together with the Initial Notes and any Additional Notes, the "Notes");

WHEREAS, the obligations of the Issuer with respect to the due and punctual payment of the principal of, premium, if any, and interest on all the Notes and the performance and observation of each covenant and agreement under this Indenture on the part of the Issuer to be performed or observed will be unconditionally and irrevocably guaranteed by the Guarantors; and

WHEREAS, all things necessary (i) to make the Notes, when executed and duly issued by the Issuer and authenticated and delivered hereunder, the valid obligations of the Issuer and (ii) to make this Indenture a valid agreement of the Issuer have been done.

NOW, THEREFORE, in consideration of the premises and the purchase of the Notes by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders, as follows:

## ARTICLE I

## DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.1. Definitions.

"Acquired Indebtedness" means Indebtedness (1) of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary, or (2) assumed in connection with the acquisition of assets from such Person, in each case whether or not Incurred by such Person in connection with such Person becoming a Restricted Subsidiary of the Issuer or such acquisition or (3) of a Person at the time such Person merges with or into or consolidates, amalgamates or otherwise combines with the Issuer or any Restricted Subsidiary. Acquired Indebtedness shall be deemed to have been Incurred, with respect to clause (1) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary and, with respect to clause (2) of the preceding sentence, on the date of consummation of such acquisition of assets and, with respect to clause (3) of the preceding sentence, on the date of the relevant merger, consolidation or other combination.

"Acquisition" means the transactions contemplated by the Merger Agreement.

"Additional Assets" means:

(1) any property or assets (other than Capital Stock) used or to be used by the Issuer, a Restricted Subsidiary or otherwise useful in a Similar Business (it being understood that capital expenditures on property or assets already used in a Similar Business or to replace any property or assets that are the subject of such Asset Disposition shall be deemed an investment in Additional Assets);

(2) the Capital Stock of a Person that is engaged in a Similar Business and becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Issuer or a Restricted Subsidiary of the Issuer; or

(3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary of the Issuer.

"Additional Interest" means all additional interest then owing pursuant to the Registration Rights Agreement.

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

"Alternative Currency" means each of Euro, British Pounds Sterling, Australian Dollars, Brazilian Real, Canadian Dollars, Chinese Yuan, Danish Kroner, Egyptian Pound, Hong Kong Dollars, Indian Rupee, Indonesian Rupiah, Japanese Yen, Korean Won, Mexican Pesos, New Zealand Dollars, Russian Ruble, Singapore Dollars, Swedish Kroner, Swiss Francs and each other currency (other than United States Dollars) that is a lawful currency (other than United States Dollars) that is readily available and freely transferable and convertible into United States Dollars.

"Applicable Premium" means the greater of (A) 1.0% of the principal amount of such Note and (B) on any redemption date, the excess (to the extent positive) of:

(a) the present value at such redemption date of (i) the redemption price of such Note at February 1, 2018 (such redemption price (expressed in percentage of principal amount) being set forth in the table in Section 5.7(c) (excluding accrued but unpaid interest to the date of redemption)), plus (ii) all required interest payments due on such Note to and including such date set forth in clause (i) (excluding accrued but unpaid interest to the date of redemption), computed on the redemption date using a discount rate equal to the Applicable Treasury Rate at such redemption date plus 50 basis points; over

(b) the outstanding principal amount of such Note;

in each case, as calculated by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate.

"Applicable Treasury Rate" means the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two (2) Business Days (but not more than five (5) Business Days) prior to the redemption date (or, if such statistical release is not so published or available, any publicly available source of similar market data selected by the Issuer in good faith)) most nearly equal to the period from the redemption date to February 1, 2018; *provided*, *however*, that if the period from the redemption date to February 1, 2018 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Applicable Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the redemption date to such applicable date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

"Asset Disposition" means:

(a) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Leaseback Transaction) of the Issuer or any of its Restricted Subsidiaries (in each case other than Capital Stock of the Issuer) (each referred to in this definition as a "disposition"); or

(b) the issuance or sale of Capital Stock of any Restricted Subsidiary (other than Preferred Stock or Disqualified Stock of Restricted Subsidiaries issued in compliance with Section 3.2 or directors' qualifying shares and shares issued to foreign nationals as required under applicable law), whether in a single transaction or a series of related transactions;

in each case, other than:

(1) a disposition by a Restricted Subsidiary to the Issuer or by the Issuer or a Restricted Subsidiary to a Restricted Subsidiary;

(2) a disposition of cash, Cash Equivalents or Investment Grade Securities;

(3) a disposition of inventory or other assets in the ordinary course of business or consistent with past practice (including allowing any registrations or any applications for registrations of any intellectual property rights to lapse or go abandoned in the ordinary course of business or consistent with past practice);

(4) a disposition of obsolete, worn out, uneconomic, damaged or surplus property, equipment or other assets or property, equipment or other assets that are no longer economically practical, or commercially desirable to maintain, used or useful in the conduct of the business of the Issuer and its Restricted Subsidiaries, whether now or hereafter owned or leased or acquired in connection with an acquisition;

(5) transactions permitted under Section 4.1 (other than clause (e) thereunder) or a transaction that constitutes a Change of Control;

(6) an issuance of Capital Stock by a Restricted Subsidiary to the Issuer or to another Restricted Subsidiary or as part of or pursuant to an equity incentive or compensation plan approved by the Board of Directors of Holdings;

(7) any dispositions of Capital Stock, properties or assets in a single transaction or series of related transactions with a fair market value (as determined in good faith by the Issuer) of less than $100,000,000;

(8) any Restricted Payment that is permitted to be made, and is made, under Section 3.3 and the making of any Permitted Payment or Permitted Investment or, solely for purposes of Section 3.5(a)(3), asset sales, the proceeds of which are used to make such Restricted Payments or Permitted Investments;

(9) dispositions consisting of Permitted Liens;

(10) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or consistent with past practice or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(11) conveyances, sales, transfers, licenses or sublicenses or other dispositions of intellectual property, software or other general intangibles and licenses, sub-licenses, leases or subleases of other property, in each case, in the ordinary course of business or consistent with past practice or pursuant to a research or development agreement in which the counterparty to such agreement receives a license to use the intellectual property or software that result from such agreement;

(12) foreclosure, condemnation or any similar action with respect to any property or other assets;

(13) the sale or discount (with or without recourse, and on customary or commercially reasonable terms and for credit management purposes) of accounts receivable or notes receivable arising in the ordinary course of business or consistent with past practice, or the conversion or exchange of accounts receivable for notes receivable;

(14) any disposition of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary;

(15) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Issuer or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired, or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(16) (i) dispositions of property to the extent that such property is exchanged for credit against the purchase price of similar replacement property that is promptly purchased, (ii) dispositions of property to the extent that the proceeds of such disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually promptly purchased) and (iii) to the extent allowable under Section 1031 of the Code, any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(17) any sale, disposition or creation of a Lien pursuant to a Qualified Receivables Transaction, or the disposition of an account receivable in connection with the collection or compromise thereof in the ordinary course of business or consistent with past practice;

(18) any financing transaction with respect to property constructed, acquired, replaced, repaired or improved (including any reconstruction, refurbishment, renovation and/or development of real property) by the Issuer or any Restricted Subsidiary after the Issue Date, including Sale and Leaseback Transactions and asset securitizations, permitted by this Indenture;

(19) dispositions of Investments in joint ventures or similar entities to the extent required by, or made pursuant to customary buy/sell arrangements between, the parties to such joint venture set forth in joint venture arrangements and similar binding arrangements;

(20) the unwinding of any Hedging Obligations pursuant to its terms;

(21) the surrender or waiver of any contractual rights and the settlement release, surrender or waiver of any contractual or other claims in each case in the ordinary course of business or consistent with past practice;

(22) any swap of assets in exchange for services or other assets in the ordinary course of business or consistent with past practice of comparable or greater value or usefulness to the business of the Issuer as determined in good faith by the Issuer;

(23) a Hospital Swap and Permitted Hospital Dispositions;

(24) long-term leases of Hospitals to another Person; *provided* that the aggregate book value of the properties subject to such leases at any one time outstanding does not exceed 10.0% of the Total Assets at the time any such lease is entered into; and

(25) the contribution or other transfer of property (including Capital Stock) to any Spinout Subsidiary in a Spinout Transaction.

"Associate" means (i) any Person engaged in a Similar Business of which the Issuer or its Restricted Subsidiaries are the legal and beneficial owners of between 20% and 50% of all outstanding Voting Stock and (ii) any joint venture entered into by the Issuer or any Restricted Subsidiary of the Issuer.

"Assumption Supplemental Indenture" means a supplemental indenture, substantially in the form as set forth in Exhibit C hereto.

"Attributable Debt" in respect of a Sale and Leaseback Transaction means, as at the time of determination, the present value (discounted at the interest rate borne by the Notes, compounded annually) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale and Leaseback Transaction (including any period for which such lease has been extended); *provided, however,* that if such Sale and Leaseback Transaction results in a Capitalized Lease Obligation, the amount of Indebtedness represented thereby shall be determined in accordance with the definition of "Capitalized Lease Obligation."

"Bankruptcy Law" means Title 11 of the United States Code or similar federal, state or foreign law for the relief of debtors.

"Board of Directors" means (1) with respect to the Issuer or any corporation, the board of directors or managers, as applicable, of the corporation, or any duly authorized committee thereof; (2) with respect to any partnership, the board of directors or other governing body of the general partner of the partnership or any duly authorized committee thereof; and (3) with respect to any other Person, the board or any duly authorized committee of such Person serving a similar function. Whenever any provision requires any action or determination to be made by, or any approval of, a Board of Directors, such action, determination or approval shall be deemed to have been taken or made if approved by a majority of the directors on any such Board of Directors (whether or not such action or approval is taken as part of a formal board meeting or as a formal board approval).

"Board Resolution" means a copy of a resolution certified by the Secretary or an Assistant Secretary of a Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect of the date of such certification, and delivered to the Trustee.

"Business Day" means each day that is not a Saturday, Sunday or other day on which banking institutions in New York, New York, United States or the jurisdiction of the place of payment are authorized or required by law to close.

"Capital Stock" of any Person means any and all shares of, rights to purchase, warrants, options or depositary receipts for, or other equivalents of or partnership or other interests in (however designated), equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

"Capitalized Lease Obligations" means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes on the basis of GAAP. The amount of Indebtedness represented by such obligation shall be the capitalized amount of such obligation at the time any determination thereof is to be made as determined on the basis of GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty. For purposes of Section 3.6, a Capitalized Lease Obligation shall be deemed to be secured by a Lien on the property being leased.

"Cash Equivalents" means:

(1) (a) United States Dollars, Euro, or any national currency of any member state of the European Union or Canada; or (b) any other foreign currency held by the Issuer and the Restricted Subsidiaries in the ordinary course of business or consistent with past practice;

(2) securities issued or directly and fully Guaranteed or insured by the United States or Canadian governments, a member state of the European Union or, in each case, or any agency or instrumentality of the foregoing ( *provided* that the full faith and credit obligation of such country or such member state is pledged in support thereof), having maturities of not more than two years from the date of acquisition;

(3) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one year from the date of acquisition thereof issued by any lender or by any bank or trust company (a) whose commercial paper is rated at least "A-2" or the equivalent thereof by S&P or at least "P-2" or the equivalent thereof by Moody's (or if at the time neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization) or (b) (in the event that the bank or trust company does not have commercial paper which is rated) having combined capital and surplus in excess of $100,000,000;

(4) repurchase obligations for underlying securities of the types described in clauses (2), (3) and (7) of this definition entered into with any bank meeting the qualifications specified in clause (3) of this definition;

(5) commercial paper rated at least (i) "A-1" or higher by S&P or "P-1" or higher by Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) maturing within two years after the date of creation thereof or (ii) "A-2" or higher by S&P or "P-2" or higher by Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) maturing within one year after the date of creation thereof, or, in each case, if no rating is available in respect of the commercial paper, the issuer of which has an equivalent rating in respect of its long-term debt;

(6) marketable short-term money market and similar securities having a rating of at least "P-2" or "A-2" from either S&P or Moody's, respectively (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) and in each case maturing within 24 months after the date of creation or acquisition thereof;

(7) readily marketable direct obligations issued by any state, commonwealth or territory of the United States of America or any political subdivision, taxing authority or public instrumentality thereof, in each case, having one of the two highest ratings categories by S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of not more than two years from the date of acquisition;

(8) readily marketable direct obligations issued by any foreign government or any political subdivision, taxing authority or public instrumentality thereof, in each case, having one of the two highest ratings categories obtainable by S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of not more than two years from the date of acquisition;

(9) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated within the three highest ratings categories by S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer);

(10) with respect to any Foreign Subsidiary: (i) obligations of the national government of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within one year after the date of investment therein, (ii) certificates of deposit of, bankers acceptance of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-1" or the equivalent thereof or from Moody's is at least "P-1" or the equivalent thereof (any such bank being an " Approved Foreign Bank"), and in each case with maturities of not more than 270 days from the date of acquisition and (iii) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank;

(11) Indebtedness or Preferred Stock issued by Persons with a rating of (i) "A" or higher from S&P or "A-2" or higher from Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of 24 months or less from the date of acquisition, or (ii) "A-" or higher from S&P or "A-3" or higher from Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Issuer) with maturities of 12 months or less from the date of acquisition;

(12) bills of exchange issued in the United States, Canada, a member state of the European Union or Japan eligible for rediscount at the relevant central bank and accepted by a bank (or any dematerialized equivalent);

(13) Cash Equivalents or instruments similar to those referred to in clauses (1) through (12) above denominated in Dollars or any Alternative Currency;

(14) interests in any investment company, money market, enhanced high yield fund or other investment fund which invests 90% or more of its assets in instruments of the types specified in clauses (1) through (13) above; and

(15) for purposes of clause (2) of the definition of "Asset Disposition," any marketable securities portfolio owned by the Issuer and its Subsidiaries on the Issue Date.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clause (1) above; *provided* that such amounts are converted into any currency listed in clause (1) of this definition as promptly as practicable and in any event within ten (10) Business Days following the receipt of such amounts.

"Cash Management Services" means any one or more of the following types of services or facilities: (a) automated clearing house transfers and transactions, (b) cash management services, including controlled disbursement services, treasury, depository, overdraft, credit or debit card, stored value card, electronic funds transfer services, (c) foreign exchange facilities, deposit and other accounts and merchant services and(d) services and facilities substantially similar to the foregoing.

"Change of Control" means:

(1) the Issuer becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) any "person" or "group" of related persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Issue Date) becoming the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Issue Date), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Issuer or Holdings (other than a transaction following which holders of securities that represented 100% of the Voting Stock of Holdings or the Issuer, as applicable, immediately prior to such transaction (or other securities into which such securities are converted as part of such transaction) own, directly or indirectly, at a least a majority of the voting power of the Voting Stock of the surviving Person in such transaction immediately after such transaction); or

(2) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries taken as a whole to a Person, other than a Restricted Subsidiary.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Consolidated Depreciation and Amortization Expense" means, with respect to any Person for any period, the total amount of depreciation and amortization expense, including amortization or write-off of (i) intangibles and non-cash organization costs, (ii) deferred financing fees or debt issuance costs and (iii) the amortization of original

issue discount resulting from the issuance of Indebtedness at less than par, of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP (but excluding amortization of prepaid cash expenses that were paid in a prior period); and any non-cash write-down of assets or asset value carried on the balance sheet (other than in respect of current assets).

"Consolidated EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(1) increased (without duplication) by:

(a) provision for taxes based on income or profits or capital, including, without limitation, federal, state, provincial, local, foreign, unitary, excise, property, franchise and similar taxes and foreign withholding and similar taxes (including any penalties and interest) of such Person paid or accrued during such period, including any penalties and interest relating to any tax examinations, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(b) Fixed Charges of such Person for such period (including (x) net losses on any Hedging Obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, (y) bank fees and (z) costs of surety bonds in connection with financing activities, plus amounts excluded from the definition of "Consolidated Interest Expense" pursuant to clauses (u) through (z) in clause (1) thereof), to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(c) Consolidated Depreciation and Amortization Expense of such Person for such period, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(d) (x) Transaction Expenses and (y) any fees, costs, expenses or charges (other than Consolidated Depreciation and Amortization Expense) related to any actual, proposed or contemplated issuance or registration (actual or proposed) of any Equity Offering, Permitted Investment, acquisition, disposition, recapitalization, or the incurrence or registration (actual or proposed) of Indebtedness (including a refinancing thereof) (in each case, whether or not consummated or successful), including (i) such fees, expenses or charges related to the offering of the Notes, the Credit Agreement, any other Credit Facilities and any fees related to a Qualified Receivables Transaction, and (ii) any amendment, waiver, consent or other modification of the Notes, the Credit Agreement, any other Credit Facilities and any fees related to a Qualified Receivables Transaction, in each case, whether or not consummated or successful, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(e) the amount of any restructuring charge, reserve, integration cost, or other business optimization expense or cost (including charges directly related to implementation of cost-savings initiatives) to the extent the same were deducted (and not added back) in computing such Consolidated Net Income, including, without limitation, any one time costs Incurred in connection with acquisitions or divestitures after the Issue Date, those related to severance, retention, signing bonuses, relocation, recruiting and other employee related costs, future lease commitments and costs related to the opening and closure and/or consolidation of facilities and to exiting lines of business; *plus*

(f) any other non-cash charges, write-downs, expenses, losses or items reducing such Consolidated Net Income including any impairment charges or the impact of purchase accounting; *provided* that if any non-cash charge or other item referred to in this clause (f) represents and accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA in such future period to such extent paid; *plus*

(g) [reserved];

(h) the amount of "run-rate" cost savings, operating expense reductions, other operating improvements and initiatives and synergies projected by the Issuer in good faith to result from actions taken or to be taken prior to or during such period in connection with the Transactions or any other acquisition or disposition by such Person or any of its Restricted Subsidiaries (calculated on a pro forma basis as though such cost savings, operating expense reductions, other operating improvements and initiatives and synergies had been realized on the first day of such period), net of the amount of actual benefits realized prior to or during such period from such actions and net of the incremental expense incurred or to be incurred during such period in order to achieve such cost savings or other benefits referred to above; *provided* that (x) such cost savings are reasonably identifiable, reasonably attributable to the actions specified and reasonably anticipated to result from such actions and (y) such actions have been taken or are to be taken within twelve (12) months after the consummation of the acquisition or disposition which is expected to result in such cost savings or other benefits referred to above; *provided* that the aggregate amount added back pursuant to this clause (h) shall not for any four fiscal quarter period exceed an amount equal to 10% of Consolidated EBITDA for such four fiscal quarter period (and such determination shall be made after giving effect to any adjustment pursuant to this clause (h)); *plus*

(i) any costs or expense incurred by the Issuer or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such cost or expenses are funded with cash proceeds contributed to the capital of the Issuer or Net Cash Proceeds of an issuance of Capital Stock (other than Disqualified Stock) of the Issuer, solely to the extent that such Net Cash Proceeds are excluded from the calculation set forth under Section 3.3(a)(iii), to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(j) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not included in Consolidated EBITDA in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to clause (2) below for any previous period and not added back; *plus*

(k) any net loss included in the consolidated financial statements due to the application of Financial Accounting Standards No. 160 "Non-controlling Interests in Consolidated Financial Statements" (" FAS 160") (Accounting Standard Codification Topic 810) to the deconsolidation of a Subsidiary, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income *; plus*

(l) realized foreign exchange losses resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Issuer and its Restricted Subsidiaries, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income; *plus*

(m) upfront fees or charges arising from any Qualified Receivables Transaction for such period, and any other amounts for such period comparable to or in the nature of interest under any Qualified Receivables Transaction, and losses on dispositions or sale of assets in connection with any Qualified Receivables Transaction for such period, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income;

(2) decreased (without duplication) by an amount which in the determination of such Consolidated Net Income has been included for:

(a) non-cash items increasing such Consolidated Net Income (other than the accrual of revenue in the ordinary course of business), excluding (i) any non-cash gains to the extent they

represent the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period and (ii) any non-cash gains in respect of which cash was actually received in a prior period so long as such cash did not increase Consolidated EBITDA in such prior period; *plus*

(b) realized foreign exchange income or gains resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Issuer and its Restricted Subsidiaries; *plus*

(c) any net income included in the consolidated financial statements due to the application of FAS 160 (Accounting Standards Codification Topic 810) to the deconsolidation of a Subsidiary; and

(3) increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of Accounting Standards Codification Topic 460 or any comparable regulation.

"Consolidated Interest Expense" means, with respect to any Person for any period, without duplication, the sum of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, (including (a) amortization of original issue discount or premium resulting from the issuance of Indebtedness at less than par, (b) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers acceptances or any similar facilities or similar financing and hedging agreements, (c) non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of any Hedging Obligations or other derivative instruments pursuant to GAAP), (d) the interest component of Capitalized Lease Obligations or any deferred payment obligations, (e) net payments, if any, pursuant to interest rate Hedging Obligations with respect to Indebtedness and (f) interest accruing on any Indebtedness of any other Person to the extent such Indebtedness is Guaranteed by (or secured by the assets of) such Person or any of its Restricted Subsidiaries, and excluding (t) penalties and interest relating to taxes, (u) accretion or accrual of discounted liabilities other than Indebtedness, (v) any expense resulting from the discounting of any Indebtedness in connection with the application of purchase accounting in connection with any acquisition, (w) any fees related to a Qualified Receivables Transaction, (x) amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses, (y) any expensing of bridge, commitment and other financing fees and (z) imputed interest with respect to Indebtedness of any parent of such Person appearing upon the balance sheet of such Person solely by reason of purchase accounting under GAAP; *plus*

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; *less*

(3) interest income for such period.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

"Consolidated Net Income" means, with respect to any Person, for any period, the net income (loss) of such Person and its Restricted Subsidiaries for such period determined on a consolidated basis on the basis of GAAP; *provided*, *however*, that there shall not be included in such Consolidated Net Income (without duplication):

(1) any net income (loss) of any Person if such Person is not a Restricted Subsidiary, except that any equity in the net income of any such Person for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed by such Person during such period to the Issuer or a Restricted Subsidiary as a dividend or other distribution or return on investment (subject, in the case of a dividend or other distribution or return on investment to the Issuer or a Restricted Subsidiary, to the limitations contained in clause (2) below);

(2) solely for the purpose of determining the amount available for Restricted Payments under Section 3.3(a)(iii)(A) hereof, any net income (loss) of any Restricted Subsidiary (other than the Guarantors) if such Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Issuer or a Guarantor by operation of the terms of such Restricted Subsidiary's charter or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable to such Restricted Subsidiary or its shareholders (other than (a) restrictions that have been waived or otherwise released, (b) restrictions pursuant to the Credit Agreement, the Notes, or this Indenture, and (c) restrictions specified in Section 3.4(b)(13)(i)), except that the Issuer's equity in the net income of any such Restricted Subsidiary for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that could have been distributed by such Restricted Subsidiary during such period to the Issuer or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend to another Restricted Subsidiary, to the limitation contained in this clause);

(3) any net gain (or loss) realized upon the sale or other disposition of any asset or disposed operations of the Issuer or any Restricted Subsidiaries (including pursuant to any Sale and Leaseback Transaction), which is not sold or otherwise disposed of in the ordinary course of business or consistent with past practice (as determined in good faith by the Issuer);

(4) any extraordinary, exceptional, unusual or nonrecurring gain, loss, income, charge or expense (including relating to (i) the Transaction Expenses, (ii) payments made in respect of litigation that was pending against HMA or any of its Subsidiaries prior to the Issue Date and (iii) costs and expenses incurred in connection with Permitted Hospital Dispositions);

(5) the cumulative effect of a change in accounting principles;

(6) any (i) non-cash compensation charge or expense arising from any grant of stock, stock options or other equity based awards and any non-cash deemed finance charges in respect of any pension liabilities or other retiree provisions or on the revaluation of any benefit plan obligation and (ii) income (loss) attributable to deferred compensation plans or trusts shall be excluded;

(7) all deferred financing costs written off or amortized and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness and any net gain (loss) from any write-off or forgiveness of Indebtedness;

(8) any unrealized gains or losses in respect of any Hedging Obligations or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of any Hedging Obligations;

(9) any unrealized foreign currency translation or transaction gains or losses in respect of Indebtedness of any Person denominated in a currency other than the functional currency of such Person and any unrealized foreign exchange gains or losses relating to translation of assets and liabilities denominated in foreign currencies;

(10) any unrealized foreign currency translation or transaction gains or losses in respect of Indebtedness or other obligations of the Issuer or any Restricted Subsidiary owing to the Issuer or any Restricted Subsidiary;

(11) any purchase accounting effects, including, without limitation, adjustments to inventory, property and equipment, software and other intangible assets and deferred revenue in component amounts required or permitted by GAAP and related authoritative pronouncements (including the effects of such

adjustments pushed down to the Issuer and the Restricted Subsidiaries), as a result of any consummated acquisition, or the amortization or write-off of any amounts thereof (including any write-off of in process research and development);

(12) any non-cash impairment charge, write-down or write-off, including without limitation, impairment charges, write-downs or write-offs relating to goodwill, intangible assets, long-lived assets, investments in debt and equity securities, in accordance with GAAP or as a result of a change in law or regulation;

(13) any after-tax effect of income (loss) from the early extinguishment or cancellation of Indebtedness or any Hedging Obligations or other derivative instruments;

(14) accruals and reserves that are established within twelve (12) months after the Issue Date that are so required to be established as a result of the Transactions in accordance with GAAP;

(15) any net unrealized gains and losses resulting from Hedging Obligations or embedded derivatives that require similar accounting treatment and the application of Accounting Standards Codification Topic 815 and related pronouncements;

(16) any deferred tax expense associated with tax deductions or net operating losses arising as a result of the Transactions, or the release of any valuation allowance related to such item;

(17) non-cash charges and gains resulting from the application of Financial Accounting Standards No. 141R (Accounting Standards Codification Topic 805) (including with respect to earn-outs Incurred by the Issuer or any of its Restricted Subsidiaries);

(18) the amount of any expense to the extent a corresponding amount is received in cash by the Issuer and the Restricted Subsidiaries from a Person other than the Issuer or any Restricted Subsidiaries; *provided* such payment has not been included in determining Consolidated Net Income (it being understood that if the amounts received in cash under any such agreement in any period exceed the amount of expense in respect of such period, such excess amounts received may be carried forward and applied against expense in future periods);

(19) any net gain (or loss) from discontinued operations and any net gain (or loss) on disposal of discontinued operations; and

(20) any charges and gains in respect of those certain contingent value rights issued as part of the merger consideration in the Acquisition.

In addition, to the extent not already excluded in the Consolidated Net Income of such Person and its Restricted Subsidiaries, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall exclude (i) any expenses and charges that are reimbursed by indemnification or other reimbursement provisions, or so long as the Issuer has made a determination that there exists reasonable evidence that such amount shall in fact be indemnified or reimbursed (and such amount is in fact reimbursed within 365 days of the date of such charge or payment (with a deduction for any amount so added back to the extent not so reimbursed within such 365 days)), in connection with any investment or any sale, conveyance, transfer or other disposition of assets permitted hereunder, (ii) to the extent covered by insurance and actually reimbursed, or, so long as the Issuer has made a determination that there exists reasonable evidence that such amount shall in fact be reimbursed by the insurer and such amount is (A) not denied by the applicable carrier in writing within 180 days and (B) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within 365 days), expenses with respect to liability or casualty events or business interruption, (iii) any expenses and charges to the extent paid for, or so long as the Issuer has made a determination that there exists reasonable evidence that such amount shall in fact be reimbursed by (and such amount is in fact reimbursed within 365 days of the date of such payment (with a deduction for any amount so added back to the extent not so reimbursed within 365 days)), any third party other than such Person or any of its Restricted Subsidiaries and (iv) solely for the purpose of determining

the amount available for Restricted Payments under Section 3.3(a)(iii)(A), any repurchase, redemption, sale or other disposition of Restricted Investments or any sale of stock of or distribution, dividend or asset transfer from an Unrestricted Subsidiary, in each case to the extent any of the foregoing increase the amount of Restricted Payments permitted under Section 3.3(a)(iii)(D) or Section 3.3(a)(iii)(E).

"Consolidated Total Indebtedness" means, as of any date of determination, (a) the aggregate principal amount of Indebtedness for borrowed money (other than letters of credit and bankers' acceptances, except to the extent of unreimbursed amounts thereunder, Indebtedness with respect to Cash Management Services, Hedging Obligations entered into in the ordinary course of business or consistent with past practice and not for speculative purposes and intercompany indebtedness, but including the Receivables Transaction Amount in respect of any Qualified Receivables Transaction) of the Issuer and its Restricted Subsidiaries outstanding on such date minus (b) the aggregate amount, not to exceed $250,000,000, of unrestricted cash and Cash Equivalents included in the consolidated balance sheet of the Issuer and its Restricted Subsidiaries as of the end of the most recent fiscal period for which internal financial statements of the Issuer are available (with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio" (and with the proceeds of any Secured Indebtedness being incurred at the time of determination being excluded from unrestricted cash and Cash Equivalents to the extent such proceeds would otherwise be included as such) and as determined in good faith by the Issuer).

"Consolidated Total Leverage Ratio" means, with respect to any Person as of any date of determination, the ratio of (x) Consolidated Total Indebtedness as of such date to (y) the aggregate amount of Consolidated EBITDA for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of the Issuer are available, in each case with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio."

"Consolidated Total Secured Leverage Ratio" means, with respect to any Person as of any date of determination, the ratio of (x) Consolidated Total Indebtedness secured by a Lien as of such date to (y) the aggregate amount of Consolidated EBITDA for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of the Issuer are available, in each case with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio."

"Contingent Obligations" means, with respect to any Person, any obligation of such Person guaranteeing in any manner, whether directly or indirectly, any operating lease, dividend or other obligation that does not constitute Indebtedness (" primary obligations") of any other Person (the "primary obligor"), including any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor;

(2) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation; or

(b) to maintain the working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"Corporate Trust Office" means the office of the Trustee at the address specified in Section 13.2 or such other address as to which the Trustee may give notice to the Holders and the Issuer.

"Credit Agreement" means the Credit Agreement, originally dated as of July 25, 2007, by and among, Holdings, the Issuer, the guarantors from time to time party thereto and Credit Suisse, as administrative agent and collateral agent, and each lender from time to time party thereto, together with the related documents thereto (including the revolving loans thereunder, any letters of credit and reimbursement obligations related thereto, any Guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other Guarantees, pledges, agreements, security agreements and collateral documents), as amended, extended, renewed, restated, refunded, replaced, refinanced, supplemented, modified or otherwise changed (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time, and any one or more additional agreements (and related documents) governing Indebtedness, including indentures, incurred to refinance, substitute, supplement, replace or add to (including increasing the amount available for borrowing or adding or removing any Person as a borrower, issuer or guarantor thereunder) in whole or in part, the borrowings and commitments then outstanding or permitted to be outstanding under (or otherwise incurred in compliance with) such Credit Agreement (whether documented in the agreement for such Credit Agreement or in a separate written instrument) or one or more successors to the Credit Agreement or one or more new credit agreements.

"Credit Facility" means, with respect to the Issuer or any of its Subsidiaries, one or more debt facilities, indentures or other arrangements (including the Credit Agreement or commercial paper facilities and overdraft facilities) with banks, other financial institutions or investors providing for revolving credit loans, term loans, notes, receivables financing (including through the sale of receivables to such institutions or to special purpose entities formed to borrow from such institutions against such receivables), letters of credit or other Indebtedness, in each case, as amended, restated, modified, renewed, refunded, replaced, restructured, refinanced, repaid, increased or extended in whole or in part from time to time (and whether in whole or in part and whether or not with the original administrative agent and lenders or another administrative agent or agents or other banks or institutions and whether provided under the original Credit Agreement or one or more other credit or other agreements, indentures, financing agreements or otherwise) and in each case including all agreements, instruments and documents executed and delivered pursuant to or in connection with the foregoing (including any notes, any letters of credit and reimbursement obligations related thereto, any Guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other Guarantees, pledges, agreements, security agreements and collateral documents). Without limiting the generality of the foregoing, the term "Credit Facility" shall include any agreement or instrument (1) changing the maturity of any Indebtedness Incurred thereunder or contemplated thereby, (2) adding Subsidiaries of the Issuer as additional borrowers or guarantors thereunder, (3) increasing the amount of Indebtedness Incurred thereunder or available to be borrowed thereunder or (4) otherwise altering the terms and conditions thereof.

"Custodian" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default; *provided* that any Default that results solely from the taking of an action that would have been permitted but for the continuation of a previous Default shall be deemed to be cured if such previous Default is cured prior to becoming an Event of Default.

"Definitive Notes" means certificated Notes.

"Depositary" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.3 as the Depositary with respect to the Notes, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provision of this Indenture.

"Designated Non-Cash Consideration" means the fair market value (as determined in good faith by the Issuer) of non-cash consideration received by the Issuer or one of its Restricted Subsidiaries in connection with an Asset Disposition that is so designated as Designated Non-Cash Consideration pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration. A particular item of Designated Non-Cash Consideration shall no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with Section 3.5.

"Designated Preferred Stock" means, with respect to the Issuer, Preferred Stock (other than Disqualified Stock) (a) that is issued for cash (other than to the Issuer or a Subsidiary of the Issuer or an employee stock ownership plan or trust established by the Issuer or any such Subsidiary for the benefit of their employees to the extent funded by the Issuer or such Subsidiary) and (b) that is designated as "Designated Preferred Stock" pursuant to an Officer's Certificate of the Issuer at or prior to the issuance thereof, the Net Cash Proceeds of which are excluded from the calculation set forth in Section 3.3(a)(iii)(B).

"Disinterested Director" means, with respect to any Affiliate Transaction, a member of the Board of Directors of Holdings having no material direct or indirect financial interest in or with respect to such Affiliate Transaction. A member of the Board of Directors of Holdings shall be deemed not to have such a financial interest by reason of such member's holding Capital Stock of Holdings or any options, warrants or other rights in respect of such Capital Stock.

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event:

(1) matures or is mandatorily redeemable for cash or in exchange for Indebtedness pursuant to a sinking fund obligation or otherwise; or

(2) is or may become (in accordance with its terms) upon the occurrence of certain events or otherwise redeemable or repurchasable for cash or in exchange for Indebtedness at the option of the holder of the Capital Stock in whole or in part,

in each case on or prior to the earlier of (a) the Stated Maturity of the Notes or (b) the date on which there are no Notes outstanding; *provided*, *however*, that (i) only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock and (ii) any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Issuer to repurchase such Capital Stock upon the occurrence of a change of control or asset sale (howsoever defined or referred to) shall not constitute Disqualified Stock if any such redemption or repurchase obligation is subject to compliance by the relevant Person with Section 3.3; *provided*, *further*, that if such Capital Stock is issued to any plan for the benefit of employees of the Issuer or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Issuer or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"Domestic Subsidiary" means, with respect to any Person, any Restricted Subsidiary of such Person other than a Foreign Subsidiary.

"DTC" means The Depository Trust Company or any successor securities clearing agency.

"Equity Offering" means (x) a sale of Capital Stock of the Issuer (other than Disqualified Stock or Designated Preferred Stock) other than offerings registered on Form S-8 (or any successor form) under the Securities Act or any similar offering in other jurisdictions, or (y) the sale of Capital Stock or other securities of Holdings, the proceeds of which are contributed to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock or through an Excluded Contribution) of the Issuer or any of its Restricted Subsidiaries.

"Escrow Merger" means the merger of the Issuer with and into Finco on the Escrow Release Date.

"Euro" means the single currency of participating member states of the economic and monetary union as contemplated in the Treaty on European Union.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

"Exchange Notes" means any notes issued hereunder in exchange for Notes pursuant to the Registration Rights Agreement or similar agreement.

"Excluded Contribution" means Net Cash Proceeds or property or assets received by the Issuer as capital contributions to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock) of the Issuer after the Issue Date or from the issuance or sale (other than to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Issuer or any Subsidiary of the Issuer for the benefit of their employees to the extent funded by the Issuer or any Restricted Subsidiary) of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) of the Issuer, in each case, to the extent designated as an Excluded Contribution pursuant to an Officer's Certificate of the Issuer.

"Existing Secured Notes" means the $1,600,000,000 aggregate principal amount of 5.125% senior secured notes due 2018 issued by Finco on August 17, 2012.

"fair market value" may be conclusively established by means of an Officer's Certificate or resolutions of the Board of Directors of the Issuer setting out such fair market value as determined by such Officer or such Board of Directors in good faith.

"Finco" means CHS/Community Health Systems, Inc., a Delaware corporation, or any successor thereto.

"Fitch" means Fitch Ratings, Inc. or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"Fixed Charge Coverage Ratio" means, with respect to any Person on any determination date, the ratio of Consolidated EBITDA of such Person for the most recent four consecutive fiscal quarters ending immediately prior to such determination date for which internal consolidated financial statements are available to the Fixed Charges of such Person for such four consecutive fiscal quarters. In the event that the Issuer or any Restricted Subsidiary Incurs, assumes, Guarantees, redeems, defeases, retires or extinguishes any Indebtedness (other than Indebtedness incurred under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) or issues or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "Fixed Charge Coverage Ratio Calculation Date"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such Incurrence, assumption, Guarantee, redemption, defeasance, retirement or extinguishment of Indebtedness, or such issuance or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period; *provided*, *however*, that the pro forma calculation shall not give effect to any Indebtedness Incurred on such determination date pursuant to Section 3.2(b).

For purposes of making the computation referred to above, any Investments, acquisitions, dispositions, mergers, consolidations and disposed operations that have been made by the Issuer or any of its Restricted Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Fixed Charge Coverage Ratio Calculation Date shall be calculated on a pro forma basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations and disposed or discontinued operations (and the change in any associated fixed charge obligations and the change in Consolidated EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any of its Restricted Subsidiaries since the beginning of such period shall have made any Investment, acquisition, disposition, merger, consolidation or disposed or discontinued operation that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect thereto for such period as if such Investment, acquisition, disposition, merger, consolidation or disposed operation had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever pro forma effect is to be given to a transaction, the pro forma calculations shall be made in good faith by a responsible financial or chief accounting officer of the Issuer (including with respect to cost savings; *provided* that (x) such cost savings are reasonably identifiable, reasonably attributable to the action specified and reasonably anticipated to result from such actions and (y) such actions have been taken or initiated and the benefits resulting therefrom are anticipated by the Issuer to be realized within twelve (12) months). If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Fixed Charge Coverage Ratio Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed with a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen as the Issuer may designate.

"Fixed Charges" means, with respect to any Person for any period, the sum of:

(1) Consolidated Interest Expense of such Person for such period;

(2) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock of any Subsidiary of such Person during such period; and

(3) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock during such period.

"Foreign Subsidiary" means, with respect to any Person, (i) any Subsidiary of such Person that is not organized or existing under the laws of the United States, any state thereof or the District of Columbia, and any Subsidiary of such Subsidiary and (ii) any Subsidiary of such Person that otherwise would be a Domestic Subsidiary substantially all of whose assets consist of Capital Stock and/or indebtedness of one or more Foreign Subsidiaries and any other assets incidental thereto.

"GAAP" means generally accepted accounting principles in the United States of America as in effect on the date of any calculation or determination required hereunder. Except as otherwise set forth in this Indenture, all ratios and calculations based on GAAP contained in this Indenture shall be computed in accordance with GAAP as in effect on the Issue Date. At any time after the Issue Date, the Issuer may elect to establish that GAAP shall mean the GAAP as in effect on or prior to the date of such election; *provided*, *however,* that any such election, once made, shall be irrevocable. At any time after the Issue Date, the Issuer may elect to apply IFRS accounting principles in lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS (except as otherwise provided in this Indenture), including as to the ability of the Issuer to make an election pursuant to the previous sentence; *provided* that any such election, once made, shall be irrevocable; *provided*, *however*, that any calculation or determination in this Indenture that require the application of GAAP for periods that include fiscal quarters ended prior to the Issuer's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP; *provided*, *further*, that the Issuer may only make such election if it also elects to report any subsequent financial reports required to be made by the Issuer or Holdings, including pursuant to Section 13 or Section 15(d) of the Exchange Act and Section 3.10, in IFRS. The Issuer shall give notice of any such election made in accordance with this definition to the Trustee and the Holders.

"Governmental Authority" means any nation, sovereign or government, any state, province, territory or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank, stock exchange or other entity or authority exercising executive, legislative, judicial, taxing, regulatory, self-regulatory or administrative powers or functions of or pertaining to government.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person, including any such obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise); or

(2) entered into primarily for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part);

*provided*, *however*, that the term "Guarantee" shall not include (x) endorsements for collection or deposit in the ordinary course of business or consistent with past practice and (y) standard contractual indemnities or product warranties provided in the ordinary course of business; *provided*, *further*, that the amount of any Guarantee shall be deemed to be the lower of (i) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made and (ii) the maximum amount for which such guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Guarantee or, if such Guarantee is not an unconditional guarantee of the entire amount of the primary obligation and such maximum amount is not stated or determinable, the amount of such guaranteeing Person's maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith. The term "Guarantee" used as a verb has a corresponding meaning.

"Guarantor" means, on or after the Issue Date, Holdings and any Restricted Subsidiary that Guarantees the Notes by execution and delivery to the Trustee of the Assumption Supplemental Indenture (if on the Escrow Release Date) or a supplemental indenture substantially in the form of Exhibit D (if thereafter), until such Guarantee is released in accordance with the terms of this Indenture.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, commodity swap agreement, commodity cap agreement, commodity collar agreement, foreign exchange contracts, currency swap agreement or similar agreement providing for the transfer or mitigation of interest rate, commodity price or currency risks either generally or under specific contingencies.

"HMA" means Health Management Associates, Inc., a Delaware corporation, and its successors.

"Holder" means each Person in whose name the Notes are registered on the Registrar's books, which shall initially be the respective nominee of DTC.

"Holdings" means Community Health Systems, Inc., a Delaware corporation, or any successor thereto.

"Hospital" means a hospital, outpatient clinic, outpatient surgical center, long-term care facility, medical office building or other facility or business that is used or useful in or related to the provision of healthcare services.

*"*Hospital Swap" means an exchange of assets and, to the extent necessary to equalize the value of the assets being exchanged, cash by the Issuer or a Restricted Subsidiary for one or more Hospitals and/or one or more Similar Businesses, or for 100% of the Capital Stock of any Person owning or operating one or more Hospitals and/or one or more Similar Businesses; *provided* that cash does not exceed 30% of the sum of the amount of the cash and the fair market value of the Capital Stock or assets received or given by the Issuer or a Restricted Subsidiary in such transaction. Notwithstanding the foregoing, the Issuer and its Restricted Subsidiaries may consummate two Hospital Swaps in any 12-month period without regard to the requirements of the proviso in the previous sentence.

"IAI" means an institution that is an "accredited investor" as that term is defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act.

"IFRS" means International Financial Reporting standards, as adopted in the European Union.

"Immaterial Subsidiary" means, at any date of determination, each Restricted Subsidiary of the Issuer that (i) has not guaranteed any other Indebtedness of the Issuer or any Subsidiary Guarantor and (ii) has Total Assets together with all other Immaterial Subsidiaries (other than Foreign Subsidiaries and Unrestricted Subsidiaries) (as determined in accordance with GAAP) and Consolidated EBITDA together with all other Immaterial Subsidiaries of less than 5.0% of the Issuer's Total Assets and Consolidated EBITDA (measured, in the case of Total Assets, at the end of the most recent fiscal period for which internal financial statements are available and, in the case of Consolidated EBITDA, for the most recently ended four consecutive fiscal quarters ended for which internal consolidated financial statements are available, in each case measured on a pro forma basis giving effect to any acquisitions or dispositions of companies, divisions or lines of business since such balance sheet date or the start of such four quarter period, as applicable).

"Incur" means issue, create, assume, enter into any Guarantee of, incur, extend or otherwise become liable for; *provided*, *however*, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing and any Indebtedness pursuant to any revolving credit or similar facility shall only be "Incurred" at the time any funds are borrowed thereunder.

"Indebtedness" means, with respect to any Person on any date of determination (without duplication) to the extent, except with respect to clauses (6), (7) and (9) below, such obligation should appear as a liability or otherwise on the balance sheet of such Person in accordance with GAAP:

(1) the principal of indebtedness of such Person for borrowed money;

(2) the principal of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all reimbursement obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments (the amount of such obligations being equal at any time to the aggregate then undrawn and unexpired amount of such letters of credit or other instruments plus the aggregate amount of drawings thereunder that have been reimbursed) (except to the extent such reimbursement obligations relate to trade payables and such obligations are satisfied within 30 days of Incurrence);

(4) the principal component of all obligations of such Person to pay the deferred and unpaid purchase price of property (except trade payables), which purchase price is due more than one year after the date of placing such property in service or taking final delivery and title thereto;

(5) Capitalized Lease Obligations of such Person and all Attributable Debt in respect of Sale and Leaseback Transactions entered into by such Person;

(6) the principal component of all obligations, or liquidation preference, of such Person with respect to any Disqualified Stock or, with respect to any Restricted Subsidiary, any Preferred Stock (but excluding, in each case, any accrued dividends);

(7) the principal component of all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided*, *however*, that the amount of such Indebtedness shall be the lesser of (a) the fair market value of such asset at such date of determination (as determined in good faith by the Issuer) and (b) the amount of such Indebtedness of such other Persons;

(8) Guarantees by such Person of the principal component of Indebtedness of other Persons to the extent Guaranteed by such Person;

(9) the Receivables Transaction Amount in respect of any Qualified Receivables Transaction; and

(10) to the extent not otherwise included in this definition, net obligations of such Person under Hedging Obligations (the amount of any such obligations to be equal at any time to the net payments under such agreement or arrangement giving rise to such obligation that would be payable by such Person at the termination of such agreement or arrangement).

The term "Indebtedness" shall not include any lease, concession or license of property (or Guarantee thereof) which would be considered an operating lease under GAAP as in effect on the Issue Date, any prepayments of deposits received from clients or customers in the ordinary course of business or consistent with past practice, obligations under any license, permit or other approval (or Guarantees given in respect of such obligations) Incurred prior to the Issue Date or in the ordinary course of business or consistent with past practice.

The amount of Indebtedness of any Person at any time in the case of a revolving credit or similar facility shall be the total amount of funds borrowed and then outstanding. The amount of any Indebtedness outstanding as of any date shall be (a) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (b) the principal amount of Indebtedness, or liquidation preference thereof, in the case of any other Indebtedness.

Notwithstanding the above provisions, in no event shall the following constitute Indebtedness:

(i) Contingent Obligations Incurred in the ordinary course of business or consistent with past practice, and the contingent value rights issued in connection with the Acquisition;

(ii) Cash Management Services;

(iii) in connection with the purchase by the Issuer or any Restricted Subsidiary of any business, any post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided*, *however*, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid in a timely manner;

(iv) for the avoidance of doubt, any obligations in respect of workers' compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage Taxes; or

(v) Capital Stock (other than Disqualified Stock or Preferred Stock of a Restricted Subsidiary).

"Indenture" means this Indenture as amended or supplemented from time to time.

"Independent Financial Advisor" means an investment banking or accounting firm of international standing or any third party appraiser of international standing; *provided*, *however*, that such firm or appraiser is not an Affiliate of the Issuer.

"Initial Purchasers" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, Credit Suisse Securities (USA) LLC, Citigroup Global Markets Inc., Goldman, Sachs & Co., J.P. Morgan Securities LLC, RBC Capital Markets, LLC, SunTrust Robinson Humphrey, Inc., UBS Securities LLC, Wells Fargo Securities, LLC, BBVA Securities Inc., Credit Agricole Securities (USA) Inc., Deutsche Bank Securities Inc., Fifth Third Securities, Inc., Mitsubishi UFJ Securities (USA), Inc. and Scotia Capital (USA) Inc.

"Investment" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of any direct or indirect advance, loan or other extensions of credit (other than advances or

extensions of credit to customers, suppliers, directors, officers or employees of any Person in the ordinary course of business or consistent with past practice, and excluding any debt or extension of credit represented by a bank deposit other than a time deposit) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or the Incurrence of a Guarantee of any obligation of, or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such other Persons and all other items that are or would be classified as investments on a balance sheet prepared on the basis of GAAP; *provided*, *however*, that endorsements of negotiable instruments and documents in the ordinary course of business or consistent with past practice shall not be deemed to be an Investment. If the Issuer or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Issuer or any Restricted Subsidiary in such Person remaining after giving effect thereto shall be deemed to be a new Investment at such time.

For purposes of Sections 3.3 and 3.18:

(1) "Investment" shall include the portion (proportionate to the Issuer's equity interest in a Restricted Subsidiary to be designated as an Unrestricted Subsidiary) of the fair market value of the net assets of such Restricted Subsidiary of the Issuer at the time that such Restricted Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Issuer shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to (a) the Issuer's "Investment" in such Subsidiary at the time of such redesignation less (b) the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the fair market value of the net assets (as conclusively determined by the Board of Directors of the Issuer in good faith) of such Subsidiary at the time that such Subsidiary is so re-designated a Restricted Subsidiary; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Board of Directors of the Issuer.

"Investment Grade Securities" means:

(1) securities issued or directly and fully Guaranteed or insured by the United States or Canadian government or any agency or instrumentality thereof (other than Cash Equivalents);

(2) securities issued or directly and fully guaranteed or insured by a member of the European Union, or any agency or instrumentality thereof (other than Cash Equivalents);

(3) debt securities or debt instruments with a rating of "A—" or higher from S&P or "A3" or higher by Moody's or the equivalent of such rating by such rating organization or, if no rating of Moody's or S&P then exists, the equivalent of such rating by any other Nationally Recognized Statistical Ratings Organization, but excluding any debt securities or instruments constituting loans or advances among the Issuer and its Subsidiaries; and

(4) investments in any fund that invests exclusively in investments of the type described in clauses (1), (2) and (3) above which fund may also hold cash and Cash Equivalents pending investment or distribution.

"Investment Grade Status" shall occur when the Notes receive two of the following:

(1) a rating of "BBB-" or higher from S&P;

(2) a rating of "Baa3" or higher from Moody's; or

(3) a rating of "BBB-" or higher from Fitch;

or the equivalent of such rating by either such rating organization or, if no rating of Moody's or S&P then exists, the equivalent of such rating by any other Nationally Recognized Statistical Ratings Organization.

"Issue Date" means January 27, 2014.

"Issuer", prior to the Escrow Merger, means FWCT-2 Escrow Corporation, a Delaware corporation, and after the Escrow Merger shall mean Finco.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof).

"Management Advances" means loans or advances made to, or Guarantees with respect to loans or advances made to, directors, officers, employees or consultants of any Parent Entity, the Issuer or any Restricted Subsidiary:

(1) (a) in respect of travel, entertainment or moving related expenses Incurred in the ordinary course of business or consistent with past practice, (b) for purposes of funding any such person's purchase of Capital Stock (or similar obligations) of the Issuer, its Subsidiaries or any Parent Entity with (in the case of this sub-clause (b)) the approval of the Board of Directors of Holdings or (c) in respect of moving related expenses Incurred in connection with any closing or consolidation of any facility or office; and

(2) not exceeding $50,000,000 in the aggregate outstanding at any time.

"Merger" means the merger of FWCT-2 Acquisition Corporation with and into HMA, as provided for under the Merger Agreement.

"Merger Agreement" means the Agreement and Plan of Merger, dated as of July 29, 2013, as it has and may further be amended from time to time prior to the Issue Date, by and among HMA, the Parent Entity and FWCT-2 Acquisition Corporation.

"Moody's" means Moody's Investors Service, Inc. or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"Nationally Recognized Statistical Rating Organization" means a nationally recognized statistical rating organization within the meaning of Rule 436 under the Securities Act.

"Net Available Cash" from an Asset Disposition means cash payments received (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and net proceeds from the sale or other disposition of any securities received as consideration, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring person of Indebtedness or other obligations relating to the properties or assets that are the subject of such Asset Disposition or received in any other non-cash form) therefrom, in each case net of:

(1) all legal, accounting, investment banking, title and recording tax expenses, commissions and other fees and expenses Incurred, and all Taxes paid, reasonably estimated to be actually payable or accrued as a liability under GAAP (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to the Issuer and after taking into account any available tax credits or deductions and any tax sharing agreements), as a consequence of such Asset Disposition;

(2) all payments made on any Indebtedness which is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon such assets, or which by applicable law must be repaid out of the proceeds from such Asset Disposition;

(3) all distributions and other payments required to be made to minority interest holders (other than any Parent Entity, the Issuer or any of its respective Subsidiaries) in Subsidiaries or joint ventures as a result of such Asset Disposition; and

(4) the deduction of appropriate amounts required to be provided by the seller as a reserve, on the basis of GAAP, against any liabilities associated with the assets disposed of in such Asset Disposition and retained by the Issuer or any Restricted Subsidiary after such Asset Disposition.

"Net Cash Proceeds," with respect to any issuance or sale of Capital Stock or Indebtedness, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees and charges actually Incurred in connection with such issuance or sale and net of Taxes paid or reasonably estimated to be actually payable as a result of such issuance or sale (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to the Issuer and after taking into account any available tax credit or deductions and any tax sharing agreements).

"Non-Guarantor" means any Restricted Subsidiary that is not a Guarantor.

"Non-Recourse Indebtedness" of a Person means Indebtedness:

(1) as to which neither the Issuer nor any Subsidiary Guarantor:

(a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness);

(b) is directly or indirectly liable as a guarantor or otherwise; or

(c) constitutes the lender; and

(2) no default with respect to which would permit upon notice, lapse of time or both any holder of any other Indebtedness of the Issuer or any Subsidiary Guarantor to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity.

"Non-U.S. Person" means a Person who is not a U.S. Person (as defined in Regulation S).

"Note Documents" means the Notes (including Additional Notes), the Note Guarantees and this Indenture.

"Notes Custodian" means the custodian with respect to the Global Notes (as appointed by DTC), or any successor Person thereto and shall initially be the Trustee.

"Obligations" means any principal, interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Issuer or any Guarantor whether or not a claim for Post-Petition Interest is allowed in such proceedings), penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and bankers' acceptances), damages and other liabilities payable under the documentation governing any Indebtedness.

"Offering Memorandum" means the final offering memorandum dated January 15, 2014, relating to the offering by the Issuer of $1,000,000,000 aggregate principal amount of 5.125% senior secured notes due 2021 and $3,000,000,000 aggregate principal amount of 6.875% senior notes due 2022.

"Officer" means, with respect to any Person, (1) the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer, any Managing Director, or the Secretary (a) of such Person or (b) if such Person is owned or managed by a single entity, of such entity, or (2) any other individual designated as an "Officer" for the purposes of this Indenture by the Board of Directors of such Person.

"Officer's Certificate" means, with respect to any Person, a certificate signed by one Officer of such Person.

"Opinion of Counsel" means a written opinion from legal counsel reasonably satisfactory to the Trustee. The counsel may be an employee of or counsel to the Issuer, any of its Subsidiaries or the Trustee.

"Parent Entity" means Community Health Systems, Inc., a Delaware corporation, and its successors or any other direct or indirect parent of the Issuer.

"Parent Entity Expenses" means:

(1) costs (including all professional fees and expenses) Incurred by any Parent Entity in connection with reporting obligations under or otherwise Incurred in connection with compliance with applicable laws, rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, this Indenture or any other agreement or instrument relating to Indebtedness of the Issuer or any Restricted Subsidiary, including in respect of any reports filed with respect to the Securities Act, Exchange Act or the respective rules and regulations promulgated thereunder;

(2) customary indemnification obligations of any Parent Entity owing to directors, officers, employees or other Persons under its charter or by-laws or pursuant to written agreements with any such Person to the extent relating to the Issuer and its Subsidiaries;

(3) obligations of any Parent Entity in respect of director and officer insurance (including premiums therefor) to the extent relating to the Issuer and its Subsidiaries;

(4) general corporate overhead expenses, including professional fees and expenses and other operational expenses of any Parent Entity related to the ownership or operation of the business of the Issuer or any of its Restricted Subsidiaries; and

(5) expenses Incurred by any Parent Entity in connection with any public offering or other sale of Capital Stock or Indebtedness:

(x) where the net proceeds of such offering or sale are intended to be received by or contributed to the Issuer or a Restricted Subsidiary,

(y) in a pro-rated amount of such expenses in proportion to the amount of such net proceeds intended to be so received or contributed, or

(z) otherwise on an interim basis prior to completion of such offering so long as any Parent Entity shall cause the amount of such expenses to be repaid to the Issuer or the relevant Restricted Subsidiary out of the proceeds of such offering promptly if completed.

"Paying Agent" means any Person authorized by the Issuer to pay the principal of (and premium, if any) or interest on any Note on behalf of the Issuer.

"Permitted Asset Swap" means the concurrent purchase and sale or exchange of assets used or useful in a Similar Business or a combination of such assets and cash, Cash Equivalents between the Issuer or any of its Restricted Subsidiaries and another Person; *provided* that any cash or Cash Equivalents received in excess of the value of any cash or Cash Equivalents sold or exchanged must be applied in accordance with Section 3.5.

"Permitted Hospital Dispositions" means any disposition of Hospitals required for receipt of antitrust approval in connection with the Acquisition.

"Permitted Investment" means (in each case, by the Issuer or any of its Restricted Subsidiaries):

(1) Investments in (a) a Restricted Subsidiary (including the Capital Stock of a Restricted Subsidiary) or the Issuer or (b) a Person (including the Capital Stock of any such Person) that will, upon the making of such Investment, become a Restricted Subsidiary;

(2) Investments in another Person if such Person is engaged in any Similar Business and as a result of such Investment such other Person is merged, consolidated or otherwise combined with or into, or transfers or conveys all or substantially all its assets to, the Issuer or a Restricted Subsidiary;

(3) Investments in cash, Cash Equivalents or Investment Grade Securities;

(4) Investments in receivables owing to the Issuer or any Restricted Subsidiary created or acquired in the ordinary course of business or consistent with past practice; *provided, however,* that such trade terms may include such concessionary trade terms as the Issuer or any such Restricted Subsidiary deems reasonable under the circumstances;

(5) Investments in payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business or consistent with past practice;

(6) Management Advances;

(7) Investments received in settlement of debts created in the ordinary course of business or consistent with past practice and owing to the Issuer or any Restricted Subsidiary or in exchange for any other Investment or accounts receivable held by the Issuer or any such Restricted Subsidiary, or as a result of foreclosure, perfection or enforcement of any Lien, or in satisfaction of judgments or pursuant to any plan of reorganization or similar arrangement including upon the bankruptcy or insolvency of a debtor or otherwise with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(8) Investments made as a result of the receipt of non-cash consideration from a sale or other disposition of property or assets, including an Asset Disposition;

(9) Investments existing or pursuant to agreements or arrangements in effect on the Issue Date and any modification, replacement, renewal or extension thereof; *provided* that the amount of any such Investment may not be increased except (a) as required by the terms of such Investment as in existence on the Issue Date or (b) as otherwise permitted under this Indenture;

(10) Hedging Obligations, which transactions or obligations are Incurred in compliance with Section 3.2;

(11) pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business or consistent with past practice or Liens otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under Section 3.6;

(12) any Investment to the extent made using Capital Stock of the Issuer (other than Disqualified Stock) or Capital Stock of any Parent Entity as consideration;

(13) any transaction to the extent constituting an Investment that is permitted and made in accordance with Section 3.8(b) (except those described in Sections 3.8(b)(1), (3), (6), (7), (8), (9), (12) and (16));

(14) Investments consisting of purchases and acquisitions of inventory, supplies, materials and equipment or licenses or leases of intellectual property, in any case, in the ordinary course of business or consistent with past practice and in accordance with this Indenture;

(15) (i) Guarantees of Indebtedness not prohibited by Section 3.2 and (other than with respect to Indebtedness) guarantees, keepwells and similar arrangements in the ordinary course of business or consistent with past practice and (ii) performance guarantees with respect to obligations that are permitted by this Indenture;

(16) Investments consisting of earnest money deposits required in connection with a purchase agreement, or letter of intent, or other acquisitions to the extent not otherwise prohibited by this Indenture;

(17) Investments of a Restricted Subsidiary acquired on or after the Issue Date or of an entity merged into the Issuer or merged into or consolidated with a Restricted Subsidiary on or after the Issue Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(18) Investments consisting of licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(19) contributions to a "rabbi" trust for the benefit of employees or other grantor trust subject to claims of creditors in the case of a bankruptcy of the Issuer;

(20) Investments in joint ventures and similar entities having an aggregate fair market value, when taken together with all other Investments made pursuant to this clause that are at the time outstanding, not to exceed the greater of $1,350,000,000 and 5.0% of Total Assets at the time of such Investment (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value);

(21) additional Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (21) that are at that time outstanding, not to exceed the greater of $1,100,000,000 and 5.0% of Total Assets (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value) plus the amount of any distributions, dividends, payments or other returns in respect of such Investments (without duplication for purposes of Section 3.3 of any amounts applied pursuant to Section 3.3(a)(iii)); *provided* that if such Investment is in Capital Stock of a Person that subsequently becomes a Restricted Subsidiary, such Investment shall thereafter be deemed permitted under clause (1) or (2) above and shall not be included as having been made pursuant to this clause (21);

(22) (i) any Investment in a Receivable Subsidiary or other Person, pursuant to the terms and conditions of a Qualified Receivables Transaction and (ii) any right to receive distributions or payments of fees related to a Qualified Receivables Transaction and any right to purchase assets of a Receivables Subsidiary in connection with a Qualified Receivables Transaction;

(23) Investments in connection with the Transactions;

(24) (a) any Investment in any captive insurance subsidiary in existence on the Issue Date or (b) in the event the Issuer or a Restricted Subsidiary will establish a Subsidiary for the purpose of insuring the healthcare business or facilities owned or operated by the Issuer, any Subsidiary or any physician employed by or on the medical staff of any such business or facility (the " Insurance Subsidiary"), Investments in an amount that do not exceed 150% of the minimum amount of capital required under the laws of the jurisdiction in which the Insurance Subsidiary is formed (other than any excess capital that would result in any unfavorable tax or reimbursement impact if distributed), and any Investment by such Insurance Subsidiary that is a legal investment for an insurance company under the laws of the jurisdiction in which the Insurance Subsidiary is formed and made in the ordinary course of business or consistent with past practice and rated in one of the four highest rating categories;

(25) Physician Support Obligations made by the Issuer or any Restricted Subsidiary;

(26) Investments made in connection with Hospital Swaps;

(27) any Investment pursuant to any customary buy/sell arrangements in favor of investors or joint venture parties in connection with syndications of healthcare facilities, including, without limitation, hospitals, ambulatory surgery centers, outpatient diagnostic centers or imaging centers; and

(28) any Investment in any Subsidiary or joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business or consistent with past practice.

"Permitted Liens" means, with respect to any Person:

(1) Liens on assets or property of a Restricted Subsidiary that is not a Guarantor securing Indebtedness of any Restricted Subsidiary that is not a Guarantor;

(2) pledges, deposits or Liens under workmen's compensation laws, payroll taxes, unemployment insurance laws, social security laws or similar legislation, or insurance related obligations (including pledges or deposits securing liability to insurance carriers under insurance or self-insurance arrangements), or in connection with bids, tenders, completion guarantees, contracts (other than for borrowed money) or leases, or to secure utilities, licenses, public or statutory obligations, or to secure surety, indemnity, judgment, appeal or performance bonds, guarantees of government contracts (or other similar bonds, instruments or obligations), or as security for contested taxes or import or customs duties or for the payment of rent, or other obligations of like nature, in each case Incurred in the ordinary course of business or consistent with past practice;

(3) Liens imposed by law, including carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's, construction contractors' or other like Liens, in each case for sums not yet overdue for a period of more than 60 days or that are bonded or being contested in good faith by appropriate proceedings;

(4) Liens for Taxes which are not overdue for a period of more than 60 days or which are being contested in good faith by appropriate proceedings; *provided* that appropriate reserves required pursuant to GAAP have been made in respect thereof;

(5) encumbrances, ground leases, easements (including reciprocal easement agreements), survey exceptions, or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of the Issuer and its Restricted Subsidiaries or to the ownership of their properties which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Issuer and its Restricted Subsidiaries;

(6) Liens (a) on assets or property of the Issuer or any Restricted Subsidiary securing Hedging Obligations or Cash Management Services permitted under this Indenture; (b) that are contractual rights of set-off or, in the case of clause (i) or (ii) below, other bankers' Liens (i) relating to treasury, depository and cash management services or any automated clearing house transfers of funds in the ordinary course of business or consistent with past practice and not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business or consistent with past practice of the Issuer or any

Subsidiary or (iii) relating to purchase orders and other agreements entered into with customers of the Issuer or any Restricted Subsidiary in the ordinary course of business or consistent with past practice; (c) on cash accounts securing Indebtedness incurred under Section 3.2(b)(8)(iii) with financial institutions; (d) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business or consistent with past practice and not for speculative purposes; and/or (e) (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) arising in the ordinary course of business or consistent with past practice in connection with the maintenance of such accounts and (iii) arising under customary general terms of the account bank in relation to any bank account maintained with such bank and attaching only to such account and the products and proceeds thereof, which Liens, in any event, do not to secure any Indebtedness;

(7) leases, licenses, subleases and sublicenses of assets (including real property and intellectual property rights), in each case entered into in the ordinary course of business or consistent with past practice;

(8) Liens arising out of judgments, decrees, orders or awards not giving rise to an Event of Default so long as (a) any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree, order or award have not been finally terminated, (b) the period within which such proceedings may be initiated has not expired or (c) no more than 60 days have passed after (i) such judgment, decree, order or award has become final or (ii) such period within which such proceedings may be initiated has expired;

(9) Liens (i) on assets or property of the Issuer or any Restricted Subsidiary for the purpose of securing Capitalized Lease Obligations, Purchase Money Obligations or the payment of all or a part of the purchase price of, or securing other Indebtedness Incurred to finance or refinance the acquisition, improvement or construction of, assets or property acquired or constructed in the ordinary course of business or consistent with past practice; *provided* that (a) the aggregate principal amount of Indebtedness secured by such Liens is otherwise permitted to be Incurred under Section 3.2(b)(7) and (b) any such Liens may not extend to any assets or property of the Issuer or any Restricted Subsidiary other than assets or property acquired, improved, constructed or leased with the proceeds of such Indebtedness and any improvements or accessions to such assets and property and (ii) on any interest or title of a lessor under any Capitalized Lease Obligations or operating lease with respect to the assets or property subject to such lease;

(10) Liens arising from Uniform Commercial Code financing statement filings (or similar filings in other applicable jurisdictions) regarding operating leases entered into by the Issuer and its Restricted Subsidiaries in the ordinary course of business or consistent with past practice;

(11) Liens existing on the Issue Date, excluding Liens securing the Credit Agreement or the Existing Secured Notes;

(12) Liens on property, other assets or shares of stock of a Person at the time such Person becomes a Restricted Subsidiary (or at the time the Issuer or a Restricted Subsidiary acquires such property, other assets or shares of stock, including any acquisition by means of a merger, consolidation or other business combination transaction with or into the Issuer or any Restricted Subsidiary); *provided*, *however*, that such Liens are not created, Incurred or assumed in anticipation of or in connection with such other Person becoming a Restricted Subsidiary (or such acquisition of such property, other assets or stock); *provided*, *further*, that such Liens are limited to all or part of the same property, other assets or stock (plus improvements, accession, proceeds or dividends or distributions in connection with the original property, other assets or stock) that secured (or, under the written arrangements under which such Liens arose, could secure) the obligations to which such Liens relate;

(13) Liens on assets or property of the Issuer or any Restricted Subsidiary securing Indebtedness or other obligations of the Issuer or such Restricted Subsidiary owing to the Issuer or a Subsidiary Guarantor, or Liens in favor of the Issuer or any Subsidiary Guarantor;

(14) Liens securing Refinancing Indebtedness Incurred to refinance Indebtedness that was previously so secured, and permitted to be secured under clauses (9), (11), (12), (13), (14), and (30) of this definition; *provided* that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced;

(15) (a) mortgages, liens, security interests, restrictions, encumbrances or any other matters of record that have been placed by any government, statutory or regulatory authority, developer, landlord or other third party on property over which the Issuer or any Restricted Subsidiary of the Issuer has easement rights or on any leased property and subordination or similar arrangements relating thereto and (b) any condemnation or eminent domain proceedings affecting any real property;

(16) any encumbrance or restriction (including put and call arrangements) with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(17) Liens on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;

(18) Liens arising out of conditional sale, title retention, hire purchase, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business or consistent with past practice;

(19) Liens securing Indebtedness Incurred under Credit Facilities, including any letter of credit facility relating thereto, in each case that was permitted by the terms of this Indenture to be Incurred pursuant to Section 3.2(b)(1);

(20) Liens to secure Indebtedness of any Non-Guarantor permitted by Section 3.2(b)(11) covering only the assets of such Non-Guarantor;

(21) Liens on Capital Stock of any Unrestricted Subsidiary that secure Indebtedness of such Unrestricted Subsidiary;

(22) any security granted over the marketable securities portfolio described in clause (9) of the definition of "Cash Equivalents" in connection with the disposal thereof to a third party;

(23) Liens on specific items of inventory of other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(24) Liens on equipment of the Issuer or any Restricted Subsidiary and located on the premises of any client or supplier in the ordinary course of business or consistent with past practice;

(25) Liens on assets or securities deemed to arise in connection with and solely as a result of the execution, delivery or performance of contracts to sell such assets or securities if such sale is otherwise permitted by this Indenture;

(26) Liens arising by operation of law or contract on insurance policies and the proceeds thereof to secure premiums thereunder, and Liens, pledges and deposits in the ordinary course of business or consistent with past practice securing liability for premiums or reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefits of) insurance carriers;

(27) Liens solely on any cash earnest money deposits made in connection with any letter of intent or purchase agreement permitted under this Indenture;

(28) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Permitted Investments to be applied against the purchase price for such Investment, and (ii) consisting of an agreement to sell any property in an asset sale permitted under Section 3.5, in each case, solely to the extent such Investment or asset sale, as the case may be, would have been permitted on the date of the creation of such Lien;

(29) Liens securing Indebtedness and other obligations in an aggregate principal amount not to exceed the greater of (a) $1,100,000,000 and (b) 4.0% Total Assets at any one time outstanding;

(30) Liens Incurred to secure Obligations in respect of any Indebtedness permitted to be Incurred pursuant to Section 3.2; *provided* that at the time of Incurrence and after giving pro forma effect thereto, the Consolidated Total Secured Leverage Ratio would be no greater than 4.25 to 1.00;

(31) Liens on assets of a Receivables Subsidiary and other customary Liens established pursuant to a Qualified Receivables Transaction; or

(32) Liens securing any Obligations in respect of the Notes issued on the Issue Date prior to Escrow Release, including, for the avoidance of doubt, obligations in respect of any Note Guarantee.

For purposes of this definition, the term "Indebtedness" shall be deemed to include interest on such Indebtedness including interest which increases the principal amount of such Indebtedness.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity.

"Physician Support Obligation" means (1) a loan to or on behalf of, or a Guarantee of Indebtedness of or income of, a physician or healthcare professional providing service to patients in the service area of a Hospital operated by the Issuer, any of its Restricted Subsidiaries or any affiliated joint venture otherwise permitted by this Indenture made or given by the Issuer or any Subsidiary of the Issuer (A) in the ordinary course of business or consistent with past practice and (B) pursuant to a written agreement having a period not to exceed five years or (2) Guarantees by the Issuer or any Restricted Subsidiary of leases and loans to acquire property (real or personal) for or on behalf of a physician or healthcare professional providing service to patients in the service area of a Hospital operated by the Issuer, any of its Restricted Subsidiaries or any affiliated joint venture otherwise permitted by this Indenture.

"Post-Petition Interest" means any interest or entitlement to fees or expenses or other charges that accrue after the commencement of any bankruptcy or insolvency proceeding, whether or not allowed or allowable as a claim in any such bankruptcy or insolvency proceeding.

"Predecessor Note" of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 2.11 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Note shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Note.

"Preferred Stock," as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"Purchase Agreement" means the Purchase Agreement, dated January 15, 2014, between the Issuer, Finco, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, relating to the issuance of the Initial Notes and the Secured Notes.

"Purchase Money Obligations" means any Indebtedness Incurred to finance or refinance the acquisition, leasing, construction or improvement of property (real or personal) or assets (including Capital Stock), and whether acquired through the direct acquisition of such property or assets or the acquisition of the Capital Stock of any Person owning such property or assets, or otherwise.

"QIB" means any "qualified institutional buyer" as such term is defined in Rule 144A.

"Qualified Receivables Transaction" means any transaction or series of transactions that may be entered into by the Issuer or any Restricted Subsidiary pursuant to which the Issuer or any Restricted Subsidiary may sell, convey or otherwise transfer pursuant to customary terms to a Receivables Subsidiary or any other Person or grants a security interest in, any accounts receivable (whether now existing or arising in the future) of the Issuer or any of its Restricted Subsidiaries, and any assets related thereto, including all collateral securing such accounts receivable, all contracts and all guarantees or other obligations in respect of such accounts receivable, all proceeds of such accounts receivable and other assets that are customarily transferred or in respect of which security interests are customarily granted in connection with sales, factoring or securitization transactions involving accounts receivable.

"Receivables Subsidiary" means any special purpose Wholly Owned Domestic Subsidiary of the Issuer (i) that acquires accounts receivable generated by the Issuer or any of its Subsidiaries, (ii) that engages in no operations or activities other than those related to a Qualified Receivables Transaction and (iii) except pursuant to Standard Securitization Undertakings, (x) no portion of the obligations (contingent or otherwise) of which is recourse to or obligates the Issuer or any of its Restricted Subsidiaries in any way, and (y) with which neither the Issuer nor any of its Restricted Subsidiaries has any contract, agreement, arrangement or understanding other than on terms no less favorable to the Issuer or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Issuer.

"Receivables Transaction Amount" means, with respect to any Qualified Receivables Transaction, (a) in the case of any securitization, the amount of obligations outstanding under the legal documents entered into as part of such Qualified Receivables Transaction on any date of determination that would be characterized as principal if such Qualified Receivables Transaction were structured as a secured lending transaction rather than as a purchase and (b) in the case of any other sale or factoring of accounts receivable, the cash purchase price paid by the buyer in connection with its purchase of such accounts receivable (including any bills of exchange) less the amount of collections received in respect of such accounts receivable and paid to such buyer, excluding any amounts applied to purchase fees or discount or in the nature of interest, in each case as determined in good faith and in a consistent and commercially reasonable manner by the Issuer.

"Refinance" means refinance, refund, replace, renew, repay, modify, restate, defer, substitute, supplement, reissue, resell, extend or increase (including pursuant to any defeasance or discharge mechanism) and the terms " refinances," "refinanced" and "refinancing" as used for any purpose in this Indenture shall have a correlative meaning.

"Refinancing Indebtedness" means Indebtedness that is Incurred to refund, refinance, replace, exchange, renew, repay or extend (including pursuant to any defeasance or discharge mechanism) any Indebtedness existing on the Issue Date or Incurred in compliance with this Indenture (including Indebtedness of the Issuer that refinances Indebtedness of any Restricted Subsidiary and Indebtedness of any Subsidiary Guarantor that refinances Indebtedness of the Issuer or another Restricted Subsidiary) including Indebtedness that refinances Refinancing Indebtedness; *provided*, *however*, that:

(1) (a) such Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being refinanced, (b) such Refinancing Indebtedness has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is Incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being refunded or refinanced; and (c) to the extent such Refinancing Indebtedness refinances Subordinated Indebtedness, Disqualified Stock or Preferred Stock, such Refinancing Indebtedness is Subordinated Indebtedness, Disqualified Stock or Preferred Stock;

(2) Refinancing Indebtedness shall not include:

(i) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Issuer that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or a Guarantor; or

(ii) Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary; and

(3) such Refinancing Indebtedness has an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) then outstanding (plus fees and expenses, including any premium and defeasance costs) under the Indebtedness being Refinanced.

"Registration Rights Agreement" means (i) the Registration Rights Agreement related to the Initial Notes to be dated as of the Issue Date, among the Issuer and the representatives of the Initial Purchasers, as amended or supplemented (including by the joinder of Finco and the Guarantors on the Issue Date), and (ii) any other registration rights agreement entered into in connection with the issuance of Additional Notes in a private offering by Finco after the Issue Date.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S-X" means Regulation S-X under the Securities Act.

"Related Taxes" means:

(1) any Taxes, including sales, use, transfer, rental, *ad valorem*, value added, stamp, property, consumption, franchise, license, capital, registration, business, customs, net worth, gross receipts, excise, occupancy, intangibles or similar Taxes (other than (x) Taxes measured by income and (y) withholding imposed on payments made by any Parent Entity), required to be paid ( *provided* such Taxes are in fact paid) by any Parent Entity by virtue of its:

(a) being organized or having Capital Stock outstanding (but not by virtue of owning stock or other equity interests of any corporation or other entity other than, directly or indirectly, the Issuer or any of the Issuer's Subsidiaries);

(b) being a holding company parent, directly or indirectly, of the Issuer or any of the Issuer's Subsidiaries;

(c) receiving dividends from or other distributions in respect of the Capital Stock of, directly or indirectly, the Issuer or any of the Issuer's Subsidiaries; or

(d) having made any payment in respect to any of the items for which the Issuer is permitted to make payments to any Parent Entity pursuant to Section 3.3; or

(2) if and for so long as the Issuer is a member of a group filing a consolidated or combined tax return with any Parent Entity, any Taxes measured by income for which such Parent Entity is liable up to an amount not to exceed with respect to such Taxes the amount of any such Taxes that the Issuer and its Subsidiaries would have been required to pay on a separate company basis or on a consolidated basis if the Issuer and its Subsidiaries had paid Tax on a consolidated, combined, group, affiliated or unitary basis on behalf of an affiliated group consisting only of the Issuer and its Subsidiaries.

"Restricted Investment" means any Investment other than a Permitted Investment.

"Restricted Notes" means Initial Notes and Additional Notes bearing one of the restrictive legends described in Section 2.1(d).

"Restricted Notes Legend" means, in the case of a Rule 144A Global Notes, the legend set forth in Section 2.1(d)(1), in the case of a Regulation S Global Note, the legend set forth in Section 2.1(d)(2) and, in the case of a Temporary Regulation S Global Note, the legend set forth in Section 2.1(d)(3).

"Restricted Subsidiary" means any Subsidiary of the Issuer other than an Unrestricted Subsidiary.

"RP Reference Date" means July 25, 2007.

"Rule 144" means Rule 144 under the Securities Act.

"Rule 144A" means Rule 144A under the Securities Act.

"S&P" means Standard & Poor's Investors Ratings Services or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"Sale and Leaseback Transaction" means any arrangement providing for the leasing by the Issuer or any of its Restricted Subsidiaries of any real or tangible personal property, which property has been or is to be sold or transferred by the Issuer or such Restricted Subsidiary to a third Person in contemplation of such leasing.

"SEC" means the U.S. Securities and Exchange Commission or any successor thereto.

"Secured Indebtedness" means any Indebtedness secured by a Lien other than Indebtedness with respect to Cash Management Services.

*"*Secured Notes" means the $1,000,000,000 aggregate principal amount of 5.125% senior notes due 2021 offered by the Offering Memorandum and issued on the Issue Date.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

"Senior Indebtedness" means Indebtedness of the Issuer which ranks equally in right of payment to the Notes or of any Guarantor if such Indebtedness ranks equally in right of payment to the Note Guarantee of such Guarantor.

"Significant Subsidiary" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the Issue Date.

"Similar Business" means (a) any businesses, services or activities engaged in by the Issuer or any of its Subsidiaries or any Associates on the Issue Date, including any businesses affiliated or associated with a Hospital or any business related or ancillary to the provision of healthcare services or information or the investment in, or the management, leasing or operation of, any of the foregoing, and (b) any businesses, services and activities engaged in by the Issuer or any of its Subsidiaries or any Associates that are related, complementary, incidental, ancillary or similar to any of the foregoing or are extensions or developments of any thereof.

"Spinout Subsidiary" means an Unrestricted Subsidiary that is formed for the purpose of acquiring property of Holdings, the Issuer or any Subsidiary in connection with a Spinout Transaction.

"Spinout Transaction" means the contribution or other transfer by Holdings, the Issuer or any Restricted Subsidiary of property (including Capital Stock) owned by it to any Spinout Subsidiary and the subsequent distribution of the Capital Stock of such Spinout Subsidiary to the equity holders of Holdings; *provided* that such contribution or other transfer of property to a Spinout Subsidiary is made under and permitted by Section 3.3(b)(21).

"Standard Securitization Undertakings" means all representations, warranties, covenants and indemnities entered into by the Issuer or any Restricted Subsidiary which are customary in securitization transactions involving accounts receivable.

"Stated Maturity" means, with respect to any Indebtedness, the date specified in such Indebtedness as the fixed date on which the payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision, but shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

"Subordinated Indebtedness" means, with respect to any person, any Indebtedness (whether outstanding on the Issue Date or thereafter Incurred) which is expressly subordinated in right of payment to the Notes pursuant to a written agreement.

"Subsidiary" means, with respect to any Person:

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; or

(2) any partnership, joint venture, limited liability company or similar entity of which:

(a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership interests or otherwise; and

(b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"Subsidiary Guarantor" means any Guarantor that is a Subsidiary of Finco.

"Taxes" means all present and future taxes, levies, imposts, deductions, charges, duties and withholdings and any charges of a similar nature (including interest, penalties and other liabilities with respect thereto) that are imposed by any government or other taxing authority.

"Total Assets" means, as of any date, the total consolidated assets of the Issuer and its Restricted Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of the Issuer and its Restricted Subsidiaries, determined on a pro forma basis in a manner consistent with the pro forma basis contained in the definition of Fixed Charge Coverage Ratio.

"Transaction Expenses" means any fees or expenses incurred or paid by FWCT-2 Acquisition Corporation, Holdings, the Issuer or any Restricted Subsidiary in connection with the Transactions.

"Transactions" means the transactions contemplated by the Merger Agreement, the issuance of the notes contemplated by the Offering Memorandum and borrowings under the Credit Agreement as in effect on the Issue Date.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as amended.

"Trust Officer" means, when used with respect to the Trustee, any vice president, assistant vice president, any trust officer or any other officer within the corporate trust department of the Trustee with direct responsibility for the administration of this Indenture and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of such person's knowledge of and familiarity with the particular subject.

"Trustee" means Regions Bank, an Alabama banking corporation, and any subsequent successor thereof.

"Uniform Commercial Code" means the Uniform Commercial Code from time to time in effect in the State of New York.

"Unrestricted Subsidiary" means:

(1) any Subsidiary of the Issuer that at the time of determination is an Unrestricted Subsidiary (as designated by the Board of Directors of the Issuer in the manner provided below); and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Issuer may designate any Subsidiary of the Issuer (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger, consolidation or other business combination transaction, or Investment therein) to be an Unrestricted Subsidiary only if:

(1) such Subsidiary or any of its Subsidiaries does not own any Capital Stock or Indebtedness of, or own or hold any Lien on any property of, the Issuer or any other Subsidiary of the Issuer which is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary; and

(2) such designation and the Investment of the Issuer in such Subsidiary complies with Section 3.3.

"U.S. Government Obligations" means securities that are (1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged or (2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally Guaranteed as a full faith and credit obligation of the United States of America, which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depositary receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such U.S. Government Obligations or a specific payment of principal of or interest on any such U.S. Government Obligations held by such custodian for the account of the holder of such depositary receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depositary receipt from any amount received by the custodian in respect of the U.S. Government Obligations or the specific payment of principal of or interest on the U.S. Government Obligations evidenced by such depositary receipt.

"Voting Stock" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing:

(1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment, by

(2) the sum of all such payments.

"Wholly Owned Domestic Subsidiary" means a Domestic Subsidiary of the Issuer, all of the Capital Stock of which (other than directors' qualifying shares or shares required by any applicable law or regulation to be held by a Person other than the Issuer or another Domestic Subsidiary) is owned by the Issuer or another Domestic Subsidiary.

SECTION 1.2. Other Definitions.

| Term | Defined in Section |
|---|---|
| "Additional Notes" | **Recitals** |
| "Additional Restricted Notes" | **2.1(b)** |
| "Affiliate Transaction" | **3.8(a)** |
| "Agent Members" | **2.1(g)(2)** |
| "Approved Foreign Bank" | **1.1** |
| "Asset Disposition Offer" | **3.5(b)** |
| "Asset Sale Payment Date" | **3.5(g)(2)** |
| "Authenticating Agent" | **2.2** |
| "Automatic Exchange" | **2.6(e)** |
| "Automatic Exchange Date" | **2.6(e)** |
| "Automatic Exchange Notice" | **2.6(e)** |
| "Automatic Exchange Notice Date" | **2.6(e)** |
| "Change of Control Offer" | **3.9(a)** |
| "Change of Control Payment" | **3.9(a)** |
| "Change of Control Payment Date" | **3.9(a)** |
| "Clearstream" | **2.1(b)** |
| "Covenant Defeasance" | **8.3** |
| "Defaulted Interest" | **2.15** |
| "Defeasance Trust" | **8.4(1)** |
| "disposition" | **1.1** |
| "Euroclear" | **2.1(b)** |
| "Event of Default" | **6.1(a)** |
| "Excess Proceeds" | **3.5(b)** |
| "Exchange Global Note" | **2.1(b)** |
| "Exchange Notes," | **Recitals** |
| "FAS 160" | **1.1** |
| "Fixed Charge Coverage Ratio Calculation Date" | **1.1** |
| "Foreign Disposition" | **3.5(e)** |
| "Global Notes" | **2.1(b)** |
| "Guaranteed Obligations" | **10.1** |

| Term | Defined in Section |
|---|---|
| "Increased Amount" | **3.6(c)** |
| "Initial Agreement" | **3.4(b)(15)** |
| "Initial Default" | **6.2(d)** |
| "Initial Lien" | **3.6(a)** |
| "Initial Notes" | **Recitals** |
| "Institutional Accredited Investor Global Note" | **2.1(b)** |
| "Institutional Accredited Investor Notes" | **2.1(b)** |
| "Insurance Subsidiary" | **1.1** |
| "Issuer Order" | **2.2** |
| "Judgment Currency" | **13.21** |
| "Legal Defeasance" | **8.2** |
| "Legal Holiday" | **13.8** |
| "Note Guarantees" | **10.1** |
| "Notes" | **Recitals** |
| "Notes Register" | **2.3** |
| "Other Guarantee" | **10.2(b)(5)** |
| "Paying Agent" | **2.3** |
| "Permanent Regulation S Global Note" | **2.1(b)** |
| "Permitted Payments" | **3.3(b)** |
| "primary obligations" | **1.1** |
| "primary obligor" | **1.1** |
| "protected purchaser" | **2.11** |
| "Refunding Capital Stock" | **3.3(b)(2)** |
| "Registrar" | **2.3** |
| "Regulation S Global Note" | **2.1(b)** |
| "Regulation S Notes" | **2.1(b)** |
| "Resale Restriction Termination Date" | **2.6(b)** |
| "Restricted Global Note" | **2.6(e)** |
| "Restricted Payment" | **3.3(a)(4)** |
| "Restricted Period" | **2.1(b)** |
| "Reversion Date" | **3.17(b)** |
| "Rule 144A Global Note" | **2.1(b)** |
| "Rule 144A Notes" | **2.1(b)** |
| "Second Commitment" | **3.5(a)(3)(ii)** |
| "Special Interest Payment Date" | **2.15(a)** |

| Term | Defined in Section |
|---|---|
| "Special Record Date" | **2.15(a)** |
| "Successor Company" | **4.1(a)(1)** |
| "Suspended Covenants" | **3.17(a)** |
| "Suspension Period" | **3.17(b)** |
| "Temporary Regulation S Global Note" | **2.1(b)** |
| "Unrestricted Global Note" | **2.6(e)** |

SECTION 1.3. Incorporation by Reference of Trust Indenture Act. This Indenture is subject to the mandatory provisions of the Trust Indenture Act which are incorporated by reference in and made a part of this Indenture. The following Trust Indenture Act terms have the following meanings:

"Commission" means the SEC.

"indenture securities" means the Notes.

"indenture security holder" means a Holder.

"indenture to be qualified" means this Indenture.

"indenture trustee" or "institutional trustee" means the Trustee.

"obligor" on the indenture securities means the Issuer, each Guarantor and any other obligor on the indenture securities.

All other Trust Indenture Act terms used in this Indenture that are defined by the Trust Indenture Act, defined in the Trust Indenture Act by reference to another statute or defined by SEC rule have the meanings assigned to them by such definitions.

SECTION 1.4. Rules of Construction. Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) "including" means including without limitation;

(5) words in the singular include the plural and words in the plural include the singular;

(6) "will" shall be interpreted to express a command;

(7) whenever in this Indenture there is mentioned, in any context, principal, interest or any other amount payable under or with respect to any Notes, such mention shall be deemed to include mention of the payment of Additional Interest, if any, to the extent that, in such context, Additional Interest, if any, is, was or would be payable in respect thereof pursuant to the Notes; *provided*, *however*, that the Trustee shall not be deemed to have knowledge of the requirement that Additional Interest, if any, is due unless the Trustee receives written notice from the Issuer stating that such amounts are due and specifying the dollar amounts thereof;

(8) all amounts expressed in this Indenture or in any of the Notes in terms of money refer to the lawful currency of the United States of America;

(9) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision; and

(10) unless otherwise specifically indicated, the term "consolidated" with respect to any Person refers to such Person consolidated with its Restricted Subsidiaries, and excludes from such consolidation any Unrestricted Subsidiary as if such Unrestricted Subsidiary were not an Affiliate of such Person.

## ARTICLE II

## THE NOTES

SECTION 2.1. Form, Dating and Terms.

(a) The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture is unlimited. The Initial Notes issued on the date hereof shall be in an aggregate principal amount of $3,000,000,000. In addition, the Issuer may issue, from time to time in accordance with the provisions of this Indenture, Additional Notes and Exchange Notes. Furthermore, Notes may be authenticated and delivered upon registration of transfer, exchange or in lieu of, other Notes pursuant to Sections 2.2, 2.6, 2.11, 2.13, 5.6 or 9.5, in connection with an Asset Disposition Offer pursuant to Section 3.5 or in connection with a Change of Control Offer pursuant to Section 3.9.

Notwithstanding anything to the contrary contained herein, the Issuer may not issue any Additional Notes, unless such issuance is in compliance with this Indenture, including Sections 3.2 and 3.6.

With respect to any Additional Notes, the Issuer shall set forth in (1) a Board Resolution and (2) (i) an Officer's Certificate and (ii) one or more indentures supplemental hereto, the following information:

(A) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Indenture;

(B) the issue price and the issue date of such Additional Notes, including the date from which interest shall accrue; and

(C) whether such Additional Notes shall be Restricted Notes.

In authenticating and delivering Additional Notes, the Trustee shall be entitled to receive and shall be fully protected in relying upon, in addition to the Opinion of Counsel and Officer's Certificate required by Section 13.4, an Opinion of Counsel as to the due authorization, execution, delivery, validity and enforceability of such Additional Notes.

The Initial Notes, the Additional Notes and the Exchange Notes shall be considered collectively as a single class for all purposes of this Indenture; *provided* that Additional Notes and Exchange Notes will not be issued with the same CUSIP or ISIN, as applicable, as existing Notes unless such Additional Notes and Exchange Notes, as applicable, are fungible with such existing Notes for U.S. federal income tax purposes and otherwise. Holders of the Initial Notes, the Additional Notes and the Exchange Notes shall vote and consent together as one class on all matters to which such Holders are entitled to vote or consent, and none of the Holders of the Initial Notes, the Additional Notes or the Exchange Notes shall have the right to vote or consent as a separate class on any matter to which such Holders are entitled to vote or consent.

If any of the terms of any Additional Notes are established by action taken pursuant to a Board Resolution of the Issuer, a copy of an appropriate record of such action shall be certified by the Secretary or any Assistant Secretary of the Issuer and delivered to the Trustee at or prior to the delivery of the Officer's Certificate and an indenture supplemental hereto setting forth the terms of the Additional Notes.

(b) The Initial Notes are being offered and sold by the Issuer pursuant to the Purchase Agreement. The Initial Notes and any Additional Notes (if issued as Restricted Notes) (the "Additional Restricted Notes") will be resold initially only to (A) persons reasonably believed to be QIBs in reliance on Rule 144A and (B) Non-U.S. Persons in reliance on Regulation S. Such Initial Notes and Additional Restricted Notes may thereafter be transferred to, among others, QIBs, purchasers in reliance on Regulation S, and IAIs, in each case, in accordance with the procedure described herein. Additional Notes offered after the date hereof may be offered and sold by the Issuer from time to time pursuant to one or more purchase agreements or underwriting agreements, as the case may be, in accordance with applicable law.

Initial Notes and Additional Restricted Notes offered and sold to QIBs in the United States of America in reliance on Rule 144A (the " Rule 144A Notes") shall be issued in the form of a permanent global Note substantially in the form of Exhibit A, which is hereby incorporated by reference and made a part of this Indenture, including appropriate legends as set forth in Section 2.1(d) and (e) (the "Rule 144A Global Note"), deposited with the Trustee, as custodian for DTC, duly executed by the Issuer and authenticated by the Trustee as hereinafter provided. The Rule 144A Global Note may be represented by more than one certificate, if so required by DTC's rules regarding the maximum principal amount to be represented by a single certificate. The aggregate principal amount of the Rule 144A Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for DTC or its nominee, as hereinafter provided.

Initial Notes and any Additional Restricted Notes offered and sold outside the United States of America (the " Regulation S Notes") in reliance on Regulation S shall initially be issued in the form of a temporary global Note (the " Temporary Regulation S Global Note"). Beneficial interests in the Temporary Regulation S Global Note will be exchanged for beneficial interests in a corresponding permanent global Note substantially in the form of Exhibit A including appropriate legends as set forth in Section 2.1(d) and (e) (the "Permanent Regulation S Global Note" and, together with the Temporary Regulation S Global Note, each a "Regulation S Global Note") within a reasonable period after the expiration of the Restricted Period (as defined below) upon delivery of the certification contemplated by Exhibit E. Each Regulation S Global Note shall be deposited upon issuance with, or on behalf of, the Trustee as custodian for DTC in the manner described in this Article II for credit to the respective accounts of the purchasers (or to such other accounts as they may direct), including, but not limited to, accounts at Euroclear Bank S.A./N.V. ("Euroclear") or Clearstream Banking, société anonyme ("Clearstream"). Prior to the 40th day after the later of the commencement of the offering of the Initial Notes and the Issue Date (such period through and including such 40th day, the " Restricted Period"), interests in the Temporary Regulation S Global Note may only be transferred to non-U.S. persons pursuant to Regulation S, unless exchanged for interests in a Global Note in accordance with the transfer and certification requirements described herein.

The Regulation S Global Note may be represented by more than one certificate, if so required by DTC's rules regarding the maximum principal amount to be represented by a single certificate. The aggregate principal amount of the Regulation S Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for DTC or its nominee, as hereinafter provided.

Initial Notes and Additional Restricted Notes resold to IAIs (the " Institutional Accredited Investor Notes") in the United States of America shall be issued in the form of a permanent global Note substantially in the form of Exhibit A including appropriate legends as set forth in Section 2.1(d) and (e) (the "Institutional Accredited Investor Global Note") deposited with the Trustee, as custodian for DTC, duly executed by the Issuer and authenticated by the Trustee as hereinafter provided. The Institutional Accredited Investor Global Note may be represented by more than one certificate, if so required by DTC's rules regarding the maximum principal amount to be represented by a single certificate. The aggregate principal amount of the Institutional Accredited Investor Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for DTC or its nominee, as hereinafter provided.

Exchange Notes exchanged for interests in the Rule 144A Notes, the Regulation S Notes, and the Institutional Accredited Investor Notes will be issued in the form of a permanent global Note, substantially in the form of Exhibit B, which is hereby incorporated by reference and made a part of this Indenture, deposited with the Trustee as hereinafter provided, including the appropriate legend set forth in Section 2.1(e) (the "Exchange Global Note"). The Exchange Global Note will be deposited upon issuance with, or on behalf of, the Trustee as custodian for DTC, duly executed by the Issuer and authenticated by the Trustee as hereinafter provided. The Exchange Global Note may be represented by more than one certificate, if so required by DTC's rules regarding the maximum principal amount to be represented by a single certificate.

The Rule 144A Global Note, the Regulation S Global Note, the Institutional Accredited Investor Global Note and the Exchange Global Note are sometimes collectively herein referred to as the "Global Notes."

The principal of (and premium, if any) and interest on the Notes shall be payable at the office or agency of the Paying Agent designated by the Issuer and maintained for such purpose (which shall initially be the office of the Trustee maintained for such purpose), or at such other office or agency of the Issuer as may be maintained for such purpose pursuant to Section 2.3; *provided*, *however*, that, at the option of the Paying Agent, each installment of interest may be paid by (i) check mailed to addresses of the Persons entitled thereto as such addresses shall appear on the Notes Register or (ii) wire transfer to an account located in the United States maintained by the payee, subject to the last sentence of this paragraph. Payments in respect of Notes represented by a Global Note (including principal, premium, if any, and interest) will be made by wire transfer of immediately available funds to the accounts specified by DTC. Payments in respect of Notes represented by Definitive Notes (including principal, premium, if any, and interest) held by a Holder of at least $1,000,000 aggregate principal amount of Notes represented by Definitive Notes will be made by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than fifteen (15) days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion).

The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage, in addition to those set forth on Exhibit A and Exhibit B and in Section 2.1(d) and (e). The Issuer shall approve any notation, endorsement or legend on the Notes. Each Note shall be dated the date of its authentication. The terms of the Notes set forth in Exhibit A and Exhibit B are part of the terms of this Indenture and, to the extent applicable, the Issuer, the Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to be bound by such terms.

(c) Denominations. The Notes shall be in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

(d) Restrictive Legends. Unless and until (i) an Initial Note or an Additional Note issued as a Restricted Note is sold under an effective registration statement, (ii) an Initial Note or an Additional Note issued as a Restricted Note is exchanged for an Exchange Note in connection with an effective registration statement, in each case pursuant to the Registration Rights Agreement or a similar agreement, or (iii) the Trustee receives an Opinion of Counsel reasonably satisfactory to it stating that neither such legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act:

(1) the Rule 144A Global Note and the Institutional Accredited Investor Global Note shall bear the following legend on the face thereof:

THIS NOTE (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THIS NOTE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THE HOLDER OF THIS NOTE AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS NOTE MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) IN THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (II) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE SECURITIES ACT, (III) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (IV) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (I) THROUGH (IV) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE.

(2) the Regulation S Global Note shall bear the following legend on the face thereof:

THIS NOTE (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION ORIGINALLY EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT.

(3) the Temporary Regulation S Global Note shall bear the following legend on the face thereof:

THIS SECURITY IS A TEMPORARY REGULATION S GLOBAL NOTE. PRIOR TO THE EXPIRATION OF THE RESTRICTED PERIOD APPLICABLE HERETO, BENEFICIAL INTERESTS HEREIN MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. BENEFICIAL INTERESTS HEREIN ARE NOT EXCHANGEABLE FOR DEFINITIVE NOTES OTHER THAN A PERMANENT REGULATION S GLOBAL NOTE IN ACCORDANCE WITH THE TERMS OF THE INDENTURE.

(e) Global Note Legend. Each Global Note, whether or not an Initial Note, shall bear the following legend on the face thereof:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

(f) [Reserved].

(g) Book-Entry Provisions. (i) This Section 2.1(g) shall apply only to Global Notes deposited with the Trustee, as custodian for DTC.

(1) Each Global Note initially shall (x) be registered in the name of DTC or the nominee of DTC, (y) be delivered to the Notes Custodian for DTC and (z) bear the applicable legends as set forth in Section 2.1(e). Transfers of a Global Note (but not a beneficial interest therein) will be limited to transfers thereof in whole, but not in part, to DTC, its successors or its respective nominees, except as set forth in Section 2.1(g)(4) and Section 2.1(h). If a beneficial interest in a Global Note is transferred or exchanged for a beneficial interest in another Global Note, the Notes Custodian will (x) record a decrease in the principal amount of the Global Note being transferred or exchanged equal to the principal amount of such transfer or exchange and (y) record a like increase in the principal amount of the other Global Note. Any beneficial interest in one Global Note that is transferred to a Person who takes delivery in the form of an interest in another Global Note, or exchanged for an interest in another Global Note, will, upon transfer or exchange, cease to be an interest in such Global Note and become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer and exchange restrictions, if any, and other procedures applicable to beneficial interests in such other Global Note for as long as it remains such an interest.

(2) Members of, or participants in, DTC ("Agent Members") shall have no rights under this Indenture with respect to any Global Note held on their behalf by DTC or by the Notes Custodian as the custodian of DTC or under such Global Note, and DTC may be treated by the Issuer, the Trustee and any agent of the Issuer or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuer, the Trustee or any agent of the Issuer or the Trustee from giving effect to any written certification, proxy or other authorization furnished by DTC or impair, as between DTC and its Agent Members, the operation of customary practices of DTC governing the exercise of the rights of a holder of a beneficial interest in any Global Note.

(3) In connection with any transfer of a portion of the beneficial interest in a Global Note pursuant to Section 2.1(h) to beneficial owners who are required to hold Definitive Notes, the Notes Custodian shall reflect on its books and records the date and a decrease in the principal amount of such Global Note in an amount equal to the principal amount of the beneficial interest in the Global Note to be transferred, and the Issuer shall execute, and the Trustee shall authenticate and make available for delivery, one or more Definitive Notes of like tenor and amount.

(4) In connection with the transfer of an entire Global Note to beneficial owners pursuant to Section 2.1(h), such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and the Issuer shall execute, and the Trustee shall authenticate and make available for delivery, to each beneficial owner identified by DTC in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations.

(5) The registered Holder of a Global Note may grant proxies and otherwise authorize any person, including Agent Members and persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Notes.

(6) Any Holder of a Global Note shall, by acceptance of such Global Note, agree that transfers of beneficial interests in such Global Note may be effected only through a book-entry system maintained by (i) the Holder of such Global Note (or its agent) or (ii) any holder of a beneficial interest in such Global Note, and that ownership of a beneficial interest in such Global Note shall be required to be reflected in a book entry.

(h) Definitive Notes. Except as provided below, owners of beneficial interests in Global Notes will not be entitled to receive Definitive Notes. Definitive Notes shall be transferred to all beneficial owners in exchange for their beneficial interests in a Global Note if (A) DTC notifies the Issuer that it is unwilling or unable to continue as Depositary for the Global Note, or DTC has ceased to be a clearing agency registered under the Exchange Act, and, in each case, a successor depositary is not appointed, (B) there shall have occurred and be continuing an Event of Default with respect to the Notes under this Indenture and DTC shall have requested the issuance of Definitive Notes or (C) the Issuer, at its option, notifies the Trustee in writing that it elects to cause the issuance of Definitive Notes. In the event of the occurrence of any of the events specified in clause (A), (B) or (C) of the preceding sentence, the Issuer shall promptly make available to the Trustee a reasonable supply of Definitive Notes. In addition, any Note transferred to an affiliate (as defined in Rule 405 under the Securities Act) of the Issuer or evidencing a Note that has been acquired by an affiliate in a transaction or series of transactions not involving any public offering must, until six months (or one year if the holding period under Rule 144 then applicable to such Note is one year) after the last date on which either the Issuer or any affiliate of the Issuer was an owner of the Note, be in the form of a Definitive Note and bear the legend regarding transfer restrictions in Section 2.1(d).

(1) Any Definitive Note delivered in exchange for an interest in a Global Note pursuant to Section 2.1(g) shall, except as otherwise provided by Section 2.6(d), bear the applicable legend regarding transfer restrictions applicable to the Global Note set forth in Section 2.1(d).

(2) If a Definitive Note is transferred or exchanged for a beneficial interest in a Global Note, the Trustee will (x) cancel such Definitive Note, (y) record an increase in the principal amount of such Global Note equal to the principal amount of such transfer or exchange and (z) in the event that such transfer or exchange involves less than the entire principal amount of the canceled Definitive Note, the Issuer shall execute, and the Trustee shall authenticate and make available for delivery, to the transferring Holder a new Definitive Note representing the principal amount not so transferred.

(3) If a Definitive Note is transferred or exchanged for another Definitive Note, (x) the Trustee will cancel the Definitive Note being transferred or exchanged, (y) the Issuer shall execute, and the Trustee shall authenticate and make available for delivery, one or more new Definitive Notes in authorized denominations having an aggregate principal amount equal to the principal amount of such transfer or exchange to the transferee (in the case of a transfer) or the Holder of the canceled Definitive Note (in the case of an exchange), registered in the name of such transferee or Holder, as applicable, and (z) if such transfer or exchange involves less than the entire principal amount of the canceled Definitive Note, the Issuer shall execute, and the Trustee shall authenticate and make available for delivery to the Holder thereof, one or more Definitive Notes in authorized denominations having an aggregate principal amount equal to the untransferred or unexchanged portion of the canceled Definitive Notes, registered in the name of the Holder thereof.

(4) Notwithstanding anything to the contrary in this Indenture, in no event shall a Definitive Note be delivered upon exchange or transfer of a beneficial interest in the Temporary Regulation S Global Note prior to the end of the Restricted Period.

SECTION 2.2. Execution and Authentication. One Officer shall sign the Notes for the Issuer by manual, facsimile or other electronic signature. If the Officer whose signature is on a Note no longer holds that office at the time the Trustee authenticates the Note, the Note shall be valid nevertheless.

A Note shall not be valid until an authorized officer of the Trustee manually authenticates the Note. The signature of the Trustee on a Note shall be conclusive evidence that such Note has been duly and validly authenticated and issued under this Indenture. A Note shall be dated the date of its authentication.

At any time and from time to time after the execution and delivery of this Indenture, the Trustee shall authenticate and make available for delivery: (1) Initial Notes for original issue on the Issue Date in an aggregate principal amount of $3,000,000,000, (2) subject to the terms of this Indenture, Additional Notes for original issue in

an unlimited principal amount, (3) Exchange Notes for issue only in an exchange offer pursuant to the Registration Rights Agreement and only in exchange for Initial Notes or Additional Notes of an equal principal amount and (4) under the circumstances set forth in Section 2.6(e), Initial Notes in the form of an Unrestricted Global Note, in each case upon a written order of the Issuer signed by one Officer (the " Issuer Order"). Such Issuer Order shall specify whether the Notes will be in the form of Definitive Notes or Global Notes, the amount of the Notes to be authenticated, the date on which the original issue of Notes is to be authenticated, the holder of the Notes and whether the Notes are to be Initial Notes, Additional Notes or Exchange Notes.

The Trustee may appoint an agent (the "Authenticating Agent") reasonably acceptable to the Issuer to authenticate the Notes. Any such appointment shall be evidenced by an instrument signed by a Trust Officer, a copy of which shall be furnished to the Issuer. Unless limited by the terms of such appointment, any such Authenticating Agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by the Authenticating Agent. An Authenticating Agent has the same rights as any Registrar, Paying Agent or agent for service of notices and demands.

In case the Issuer or any Guarantor, pursuant to Article IV or Section 10.2, as applicable, shall be consolidated or merged with or into any other Person or shall convey, transfer, lease or otherwise dispose of its properties and assets substantially as an entirety to any Person, and the successor Person resulting from such consolidation, or surviving such merger, or into which the Issuer or any Guarantor shall have been merged, or the Person which shall have received a conveyance, transfer, lease or other disposition as aforesaid, shall have executed an indenture supplemental hereto with the Trustee pursuant to Article IV, any of the Notes authenticated or delivered prior to such consolidation, merger, conveyance, transfer, lease or other disposition may (but shall not be required), from time to time, at the request of the successor Person, be exchanged for other Notes executed in the name of the successor Person with such changes in phraseology and form as may be appropriate to reflect such successor Person, but otherwise in substance of like tenor as the Notes surrendered for such exchange and of like principal amount; and the Trustee, upon the Issuer Order of the successor Person, shall authenticate and make available for delivery Notes as specified in such order for the purpose of such exchange. If Notes shall at any time be authenticated and delivered in any new name of a successor Person pursuant to this Section 2.2 in exchange or substitution for or upon registration of transfer of any Notes, such successor Person, at the option of the Holders but without expense to them, shall provide for the exchange of all Notes at the time outstanding for Notes authenticated and delivered in such new name.

SECTION 2.3. Registrar and Paying Agent. The Issuer shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange (the "Registrar") and an office or agency where Notes may be presented for payment. The Registrar shall keep a register of the Notes and of their transfer and exchange (the "Notes Register"). The Issuer may have one or more co-registrars and one or more additional paying agents. The term "Paying Agent" includes any additional paying agent and the term "Registrar" includes any co-registrar.

The Issuer shall advise the Paying Agent in writing five (5) Business Days prior to any interest payment date of any Additional Interest, if any, payable pursuant to the Registration Rights Agreement.

The Issuer shall enter into an appropriate agency agreement with any Registrar or Paying Agent not a party to this Indenture, which shall incorporate the terms of the Trust Indenture Act. The agreement shall implement the provisions of this Indenture that relate to such agent. The Issuer shall notify the Trustee in writing of the name and address of each such agent. If the Issuer fails to maintain a Registrar or Paying Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.7. The Issuer or any Guarantor may act as Paying Agent, Registrar or transfer agent.

The Issuer initially appoints The Depository Trust Company ("DTC") to act as Depositary with respect to the Global Notes. The Issuer initially appoints the Trustee as the Registrar and Paying Agent for the Notes. The Issuer may remove any Registrar or Paying Agent without prior notice to the Holders, but upon written notice to such Registrar or Paying Agent and to the Trustee; *provided*, *however*, that no such removal shall become effective until (i) acceptance of any appointment by a successor as evidenced by an appropriate agreement entered into by the Issuer and such successor Registrar or Paying Agent, as the case may be, and delivered to the Trustee and the passage of any waiting or notice periods required by DTC procedures or (ii) written notification to the Trustee that the Trustee shall serve as Registrar or Paying Agent until the appointment of a successor in accordance with clause (i) above. The Registrar or Paying Agent may resign at any time upon written notice to the Issuer and the Trustee.

SECTION 2.4. Paying Agent to Hold Money in Trust. Prior to 10:00 a.m. New York City time, on each date on which the principal of, premium, if any, or interest on any Note is due and payable, the Issuer shall deposit with the Paying Agent a sum sufficient in immediately available funds to pay such principal, premium or interest when due. The Issuer shall require the Paying Agent (other than the Trustee) to agree in writing that such Paying Agent shall hold in trust for the benefit of Holders and the Trustee all money held by such Paying Agent for the payment of principal of, premium, if any, or interest on the Notes (whether such assets have been distributed to it by the Issuer or other obligors on the Notes), shall notify the Trustee in writing of any default by the Issuer or any Guarantor in making any such payment and shall during the continuance of any default by the Issuer (or any other obligor upon the Notes) in the making of any payment in respect of the Notes, upon the written request of the Trustee, forthwith deliver to the Trustee all sums held in trust by such Paying Agent for payment in respect of the Notes together with a full accounting thereof. If the Issuer or a Subsidiary of the Issuer acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it as a separate trust fund for the benefit of the Trustee and the Holders. The Issuer at any time may require a Paying Agent (other than the Trustee) to pay all money held by it to the Trustee and to account for any funds or assets disbursed by such Paying Agent. Upon complying with this Section 2.4, the Paying Agent (if other than the Issuer or a Subsidiary of the Issuer) shall have no further liability for the money delivered to the Trustee. Upon any bankruptcy, reorganization or similar proceeding with respect to the Issuer, the Trustee shall serve as Paying Agent for the Notes.

SECTION 2.5. Holder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders and shall otherwise comply with Section 312(a) of the Trust Indenture Act. If the Trustee is not the Registrar, or to the extent otherwise required under the Trust Indenture Act, the Issuer, on its own behalf and on behalf of each of the Guarantors, shall furnish or cause the Registrar to furnish to the Trustee, in writing at least five (5) Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders and the Issuer shall otherwise comply with Section 312(a) of the Trust Indenture Act.

SECTION 2.6. Transfer and Exchange.

(a) A Holder may transfer a Note (or a beneficial interest therein) to another Person or exchange a Note (or a beneficial interest therein) for another Note or Notes of any authorized denomination by presenting to the Registrar a written request therefor stating the name of the proposed transferee or requesting such an exchange, accompanied by any certification, opinion or other document required by this Section 2.6. The Registrar will promptly register any transfer or exchange that meets the requirements of this Section 2.6 by noting the same in the Notes Register maintained by the Registrar for the purpose, and no transfer or exchange will be effective until it is registered in such Notes Register. The transfer or exchange of any Note (or a beneficial interest therein) may only be made in accordance with this Section 2.6 and Section 2.1(g) and 2.1(h), as applicable, and, in the case of a Global Note (or a beneficial interest therein), the applicable rules and procedures of DTC, Euroclear and Clearstream. The Registrar shall refuse to register any requested transfer or exchange that does not comply with this Section 2.6(a).

(b) Transfers of Rule 144A Notes and Institutional Accredited Investor Notes . The following provisions shall apply with respect to any proposed registration of transfer of a Rule 144A Note or an Institutional Accredited Investor Note prior to the date that is six months (or one year if the holding period under Rule 144 then applicable to such Note is one year) after the later of the Issue Date and the last date on which the Issuer or any Affiliate of the Issuer was the owner of such Notes (or any predecessor thereto) (the " Resale Restriction Termination Date"):

(1) a registration of transfer of a Rule 144A Note or an Institutional Accredited Investor Note or a beneficial interest therein to a QIB shall be made upon the representation of the transferee in the form as set forth on the reverse of the Note that it is purchasing for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A, and is aware that the sale to it is being made in reliance on

Rule 144A and acknowledges that it has received such information regarding the Issuer as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon its foregoing representations in order to claim the exemption from registration provided by Rule 144A; *provided* that no such written representation or other written certification shall be required in connection with the transfer of a beneficial interest in the Rule 144A Global Note to a transferee in the form of a beneficial interest in that Rule 144A Global Note in accordance with this Indenture and the applicable procedures of DTC.

(2) a registration of transfer of a Rule 144A Note or an Institutional Accredited Investor Note or a beneficial interest therein to an IAI shall be made upon receipt by the Registrar or its agent of a certificate substantially in the form set forth in Exhibit F, respectively, from the proposed transferee and the delivery of an Opinion of Counsel, certification and/or other information satisfactory to it; and

(3) a registration of transfer of a Rule 144A Note or an Institutional Accredited Investor Note or a beneficial interest therein to a Non-U.S. Person shall be made upon receipt by the Issuer and the Registrar or its agent of a certificate substantially in the form set forth in Exhibit G from the proposed transferee and the delivery of an Opinion of Counsel, certification and/or other information satisfactory to it.

(c) Transfers of Regulation S Notes. The following provisions shall apply with respect to any proposed transfer of a Regulation S Note prior to the expiration of the Restricted Period:

(1) a transfer of a Regulation S Note or a beneficial interest therein to a QIB shall be made upon the representation of the transferee, in the form of assignment on the reverse of the certificate, that it is purchasing the Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A, is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuer as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon its foregoing representations in order to claim the exemption from registration provided by Rule 144A;

(2) a transfer of a Regulation S Note or a beneficial interest therein to an IAI shall be made upon receipt by the Registrar or its agent of a certificate substantially in the form set forth in Exhibit F, respectively, from the proposed transferee and the delivery of an Opinion of Counsel, certification and/or other information satisfactory to the Issuer; and

(3) a transfer of a Regulation S Note or a beneficial interest therein to a Non-U.S. Person shall be made upon receipt by the Registrar or its agent of a certificate substantially in the form set forth in Exhibit G from the proposed transferee and receipt by the Registrar or its agent of an Opinion of Counsel, certification and/or other information satisfactory to the Issuer.

After the expiration of the Restricted Period, interests in the Regulation S Note may be transferred in accordance with applicable law without requiring the certification set forth in Exhibit F, Exhibit G or any additional certification.

(d) Restricted Notes Legend. Upon the transfer, exchange or replacement of Notes not bearing a Restricted Notes Legend, the Registrar shall deliver Notes that do not bear a Restricted Notes Legend. Upon the transfer, exchange or replacement of Notes bearing a Restricted Notes Legend, the Registrar shall deliver only Notes that bear a Restricted Notes Legend unless (1) Initial Notes are being exchanged for Exchange Notes in an exchange offer pursuant to the Registration Rights Agreement, in which case the Exchange Notes shall not bear a Restricted Notes Legend, (2) a Note is being transferred pursuant to an effective registration statement, (3) Notes are being exchanged for other Notes that do not bear the Restricted Notes Legend in accordance with Section 2.6(e) or (4) there is delivered to the Registrar an Opinion of Counsel satisfactory to it stating that neither such legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act. Any Additional Notes sold in a registered offering shall not be required to bear the Restricted Notes Legend.

(e) Automatic Exchange from Global Note Bearing Restricted Notes Legend to Global Note Not Bearing Restricted Notes Legend . Upon the Issuer's satisfaction that the Restricted Notes Legend shall no longer be required in order to maintain compliance with the Securities Act, beneficial interests in a Global Note bearing the Restricted Notes Legend (a "Restricted Global Note") may be automatically exchanged into beneficial interests in a Global Note not bearing the Restricted Notes Legend (an "Unrestricted Global Note") without any action required by or on behalf of the Holder (the " Automatic Exchange") at any time on or after the date that is the 181st calendar day (or the 366th calendar day if the holding period under Rule 144 then applicable to such Note is one year) after (1) with respect to the Notes issued on the Issue Date or (2) with respect to Additional Notes, if any, the issue date of such Additional Notes, or, in each case, if such day is not a Business Day, on the next succeeding Business Day (the " Automatic Exchange Date"). Upon the Issuer's satisfaction that the Restricted Notes Legend shall no longer be required in order to maintain compliance with the Securities Act, the Issuer shall (i) provide written notice to DTC and the Trustee at least fifteen (15) calendar days prior to the Automatic Exchange Date, instructing DTC to exchange all of the outstanding beneficial interests in a particular Restricted Global Note to the Unrestricted Global Note, which the Issuer shall have previously otherwise made eligible for exchange with the DTC, (ii) provide prior written notice (the " Automatic Exchange Notice") to each Holder at such Holder's address appearing in the register of Holders at least fifteen (15) calendar days prior to the Automatic Exchange Date (the " Automatic Exchange Notice Date"), which notice must include (w) the Automatic Exchange Date, (x) the section of this Indenture pursuant to which the Automatic Exchange shall occur, (y) the "CUSIP" number of the Restricted Global Note from which such Holder's beneficial interests will be transferred and (z) the "CUSIP" number of the Unrestricted Global Note into which such Holder's beneficial interests will be transferred, and (iii) on or prior to the Automatic Exchange Date, deliver to the Trustee for authentication one or more Unrestricted Global Notes, duly executed by the Issuer, in an aggregate principal amount equal to the aggregate principal amount of Restricted Global Notes to be exchanged into such Unrestricted Global Notes. At the Issuer's written request on no less than five (5) calendar days' notice prior to the Automatic Exchange Notice Date, the Trustee shall deliver, in the Issuer's name and at its expense, the Automatic Exchange Notice to each Holder at such Holder's address appearing in the register of Holders; *provided* that the Issuer has delivered to the Trustee the information required to be included in such Automatic Exchange Notice.

Notwithstanding anything to the contrary in this Section 2.6(e), during the fifteen (15) calendar day period prior to the Automatic Exchange Date, no transfers or exchanges of Notes other than pursuant to this Section 2.6(e) shall be permitted without the prior written consent of the Issuer. As a condition to any Automatic Exchange, the Issuer shall provide, and the Trustee shall be entitled to conclusively rely upon, an Officer's Certificate and Opinion of Counsel to the Issuer stating that the Automatic Exchange shall be effected in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Restricted Notes Legend shall no longer be required in order to maintain compliance with the Securities Act and that the aggregate principal amount of the particular Restricted Global Note is to be transferred to the particular Unrestricted Global Note by adjustment made on the records of the Trustee, as custodian for the Depositary to reflect the Automatic Exchange. Upon such exchange of beneficial interests pursuant to this Section 2.6(e), the aggregate principal amount of the Global Notes shall be increased or decreased by adjustments made on the records of the Trustee, as custodian for the Depositary, to reflect the relevant increase or decrease in the principal amount of such Global Note resulting from the applicable exchange. The Restricted Global Note from which beneficial interests are transferred pursuant to an Automatic Exchange shall be cancelled following the Automatic Exchange.

(f) Retention of Written Communications. The Registrar shall retain copies of all letters, notices and other written communications received pursuant to Section 2.1 or this Section 2.6, in accordance with applicable law and the Registrar's customary procedures. The Issuer shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time upon the giving of reasonable prior written notice to the Registrar.

(g) Obligations with Respect to Transfers and Exchanges of Notes . To permit registrations of transfers and exchanges, the Issuer shall, subject to the other terms and conditions of this Article II, execute and the Trustee shall authenticate Definitive Notes and Global Notes at the Issuer's and Registrar's written request.

No service charge shall be made to a Holder for any registration of transfer or exchange, but the Issuer may require the Holder to pay a sum sufficient to cover any transfer tax assessments or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charges payable upon exchange or transfer pursuant to Sections 2.2, 2.6, 2.11, 2.13, 5.6 or 9.5).

The Issuer (and the Registrar) shall not be required to register the transfer of or exchange of any Note (A) for a period beginning (1) fifteen (15) calendar days before the mailing of a notice of an offer to repurchase or redeem Notes and ending at the close of business on the day of such mailing or (2) fifteen (15) calendar days before an interest payment date and ending on such interest payment date or (B) called for redemption, except the unredeemed portion of any Note being redeemed in part or any Note not redeemed due to the failure of a condition precedent to the redemption.

Prior to the due presentation for registration of transfer of any Note, the Issuer, the Trustee, the Paying Agent or the Registrar may deem and treat the person in whose name a Note is registered as the owner of such Note for the purpose of receiving payment of principal of, premium, if any, and (subject to paragraph 2 of the forms of Notes attached hereto as Exhibit A or Exhibit B) interest on such Note and for all other purposes whatsoever, including without limitation the transfer or exchange of such Note, whether or not such Note is overdue, and none of the Issuer, the Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

Any Definitive Note delivered in exchange for an interest in a Global Note pursuant to Section 2.1(h) shall, except as otherwise provided by Section 2.6(d), bear the applicable legends regarding transfer restrictions applicable to the Definitive Note set forth in Section 2.1(d).

All Notes issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Notes surrendered upon such transfer or exchange.

(h) No Obligation of the Trustee. The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in, DTC or other Person with respect to the accuracy of the records of DTC or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than DTC) of any notice (including any notice of redemption or purchase) or the payment of any amount or delivery of any Notes (or other security or property) under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders in respect of the Notes shall be given or made only to or upon the order of the registered Holders (which shall be DTC or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through DTC and subject to the applicable rules and procedures of DTC. The Trustee may rely and shall be fully protected in relying upon information furnished by DTC with respect to its members, participants and any beneficial owners.

The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among DTC participants, members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof. Neither the Trustee nor any of its agents shall have any responsibility for any actions taken or not taken by DTC.

SECTION 2.7. [Reserved]

SECTION 2.8. [Reserved]

SECTION 2.9. [Reserved]

SECTION 2.10. [Reserved]

SECTION 2.11. Mutilated, Destroyed, Lost or Stolen Notes.

If a mutilated Note is surrendered to the Registrar or if the Holder of a Note claims that the Note has been lost, destroyed or wrongfully taken, the Issuer shall issue and the Trustee shall authenticate a replacement Note if the requirements of Section 8-405 of the Uniform Commercial Code are met, such that the Holder (a) satisfies the Issuer and the Trustee that such Note has been lost, destroyed or wrongfully taken within a reasonable time after such Holder has notice of such loss, destruction or wrongful taking and the Registrar has not registered a transfer prior to receiving such notification, (b) makes such request to the Issuer and the Trustee prior to the Note being acquired by a protected purchaser as defined in Section 8-303 of the Uniform Commercial Code (a "protected purchaser") and (c) satisfies any other reasonable requirements of the Trustee; *provided*, *however*, if after the delivery of such replacement Note, a protected purchaser of the Note for which such replacement Note was issued presents for payment or registration such replaced Note, the Trustee and/or the Issuer shall be entitled to recover such replacement Note from the Person to whom it was issued and delivered or any Person taking therefrom, except a protected purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Trustee in connection therewith. Such Holder shall furnish an indemnity bond sufficient in the judgment of the (i) Trustee to protect the Trustee and (ii) the Issuer to protect the Issuer, the Trustee, the Paying Agent and the Registrar, from any loss which any of them may suffer if a Note is replaced, and, in the absence of notice to the Issuer, any Guarantor or the Trustee that such Note has been acquired by a protected purchaser, the Issuer shall execute, and upon receipt of an Issuer Order, the Trustee shall authenticate and make available for delivery, in exchange for any such mutilated Note or in lieu of any such destroyed, lost or stolen Note, a new Note of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Note, pay such Note.

Upon the issuance of any new Note under this Section 2.11, the Issuer may require that such Holder pay a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of counsel and of the Trustee) in connection therewith.

Subject to the proviso in the initial paragraph of this Section 2.11, every new Note issued pursuant to this Section 2.11, in lieu of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer, any Guarantor (if applicable) and any other obligor upon the Notes, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

The provisions of this Section 2.11 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

SECTION 2.12. Outstanding Notes. Notes outstanding at any time are all Notes authenticated by the Trustee except for those cancelled by it, those delivered to it for cancellation, those paid pursuant to Section 2.11 and those described in this Section 2.12 as not outstanding. A Note does not cease to be outstanding in the event the Issuer or an Affiliate of the Issuer holds the Note; *provided*, *however*, that (i) for purposes of determining which Notes are outstanding for consent or voting purposes hereunder, the provisions of Section 13.6 shall apply and (ii) in determining whether the Trustee shall be protected in making a determination whether the Holders of the requisite principal amount of outstanding Notes are present at a meeting of Holders of Notes for quorum purposes or have consented to or voted in favor of any request, demand, authorization, direction, notice, consent, waiver, amendment or modification hereunder, or relying upon any such quorum, consent or vote, only Notes which a Trust Officer of the Trustee actually knows to be held by the Issuer or an Affiliate of the Issuer shall not be considered outstanding.

If a Note is replaced pursuant to Section 2.11 (other than a mutilated Note surrendered for replacement), it ceases to be outstanding unless the Trustee and the Issuer receive proof satisfactory to them that the replaced Note is held by a protected purchaser. A mutilated Note ceases to be outstanding upon surrender of such Note and replacement pursuant to Section 2.11.

If the Paying Agent segregates and holds in trust, in accordance with this Indenture, on a redemption date or maturity date, money sufficient to pay all principal, premium, if any, and accrued interest payable on that date with respect to the Notes (or portions thereof) to be redeemed or maturing, as the case may be, and the Paying Agent is not prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture or the notice of redemption, if any, then on and after that date such Notes (or portions thereof) cease to be outstanding and interest on them ceases to accrue.

SECTION 2.13. Temporary Notes. In the event that Definitive Notes are to be issued under the terms of this Indenture, until such Definitive Notes are ready for delivery, the Issuer may prepare and the Trustee shall authenticate temporary Notes. Temporary Notes shall be substantially in the form, and shall carry all rights, of Definitive Notes but may have variations that the Issuer considers appropriate for temporary Notes. Without unreasonable delay, the Issuer shall prepare and the Trustee shall authenticate Definitive Notes. After the preparation of Definitive Notes, the temporary Notes shall be exchangeable for Definitive Notes upon surrender of the temporary Notes at any office or agency maintained by the Issuer for that purpose and such exchange shall be without charge to the Holder. Upon surrender for cancellation of any one or more temporary Notes, the Issuer shall execute, and the Trustee shall, upon receipt of an Issuer Order, authenticate and make available for delivery in exchange therefor, one or more Definitive Notes representing an equal principal amount of Notes. Until so exchanged, the Holder of temporary Notes shall in all respects be entitled to the same benefits under this Indenture as a Holder of Definitive Notes.

SECTION 2.14. Cancellation. The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar and the Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment or cancellation and dispose of such Notes in accordance with its internal policies and customary procedures (subject to the record retention requirements of the Exchange Act and the Trustee). If the Issuer or any Guarantor acquires any of the Notes, such acquisition shall not operate as a redemption or satisfaction of the Indebtedness represented by such Notes unless and until the same are surrendered to the Trustee for cancellation pursuant to this Section 2.14. The Issuer may not issue new Notes to replace Notes it has paid or delivered to the Trustee for cancellation for any reason other than in connection with a transfer or exchange.

At such time as all beneficial interests in a Global Note have either been exchanged for Definitive Notes, transferred, redeemed, repurchased or canceled, such Global Note shall be returned by DTC to the Trustee for cancellation or retained and canceled by the Trustee. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for Definitive Notes, transferred in exchange for an interest in another Global Note, redeemed, repurchased or canceled, the principal amount of Notes represented by such Global Note shall be reduced and an adjustment shall be made on the books and records of the Trustee (if it is then the Notes Custodian for such Global Note) with respect to such Global Note, by the Trustee or the Notes Custodian, to reflect such reduction.

SECTION 2.15. Payment of Interest; Defaulted Interest. Interest on any Note which is payable, and is punctually paid or duly provided for, on any interest payment date shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered at the close of business on the regular record date for such payment at the office or agency of the Issuer maintained for such purpose pursuant to Section 2.3.

Any interest on any Note which is payable, but is not paid when the same becomes due and payable and such nonpayment continues for a period of 30 days shall forthwith cease to be payable to the Holder on the regular record date, and such defaulted interest and (to the extent lawful) interest on such defaulted interest at the rate borne by the Notes (such defaulted interest and interest thereon herein collectively called " Defaulted Interest") shall be paid by the Issuer, at its election in each case, as provided in clause (a) or (b) below:

(a) The Issuer may elect to make payment of any Defaulted Interest to the Persons in whose names the Notes (or their respective predecessor Notes) are registered at the close of business on a Special Record Date (as defined below) for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date (not less than 30 days after such notice) of the proposed payment (the " Special Interest Payment Date"), and at the same time the Issuer shall deposit with the

Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as provided in this Section 2.15(a). Thereupon the Issuer shall fix a record date (the "Special Record Date") for the payment of such Defaulted Interest, which date shall be not more than twenty (20) calendar days and not less than fifteen (15) calendar days prior to the Special Interest Payment Date and not less than ten (10) calendar days after the receipt by the Trustee of the notice of the proposed payment. The Issuer shall promptly notify the Trustee in writing of such Special Record Date, and in the name and at the expense of the Issuer, the Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date and Special Interest Payment Date therefor to be given in the manner provided for in Section 13.2, not less than ten (10) calendar days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date and Special Interest Payment Date therefor having been so given, such Defaulted Interest shall be paid on the Special Interest Payment Date to the Persons in whose names the Notes (or their respective predecessor Notes) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the provisions in Section 2.15(b).

(b) The Issuer may make payment of any Defaulted Interest in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, if, after written notice given by the Issuer to the Trustee of the proposed payment pursuant to this Section 2.15(b), such manner of payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section 2.15, each Note delivered under this Indenture upon registration of, transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

SECTION 2.16. CUSIP and ISIN Numbers. The Issuer in issuing the Notes may use "CUSIP" and "ISIN" numbers and, if so, the Trustee may use "CUSIP" and "ISIN" numbers in notices of redemption or purchase as a convenience to Holders; *provided*, *however*, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption or purchase and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption or purchase shall not be affected by any defect in or omission of such CUSIP and ISIN numbers. The Issuer shall promptly notify the Trustee in writing of any change in the CUSIP and ISIN numbers.

SECTION 2.17. Joint and Several Liability. Except as otherwise expressly provided herein, the Issuer, and the Guarantors, shall be jointly and severally liable for the performance of all obligations and covenants under this Indenture and the Notes.

## ARTICLE III

## COVENANTS

SECTION 3.1. Payment of Notes. The Issuer shall promptly pay the principal of, premium, if any, and interest (including Additional Interest, if any) on the Notes on the dates and in the manner provided in the Notes and in this Indenture. Principal, premium, if any, and interest (including Additional Interest, if any) shall be considered paid on the date due if by 10:00 a.m., New York City time, on such date the Trustee or the Paying Agent holds in accordance with this Indenture money sufficient to pay all principal, premium, if any, and interest (including Additional Interest, if any) then due and the Trustee or the Paying Agent, as the case may be, is not prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture.

The Issuer shall pay interest on overdue principal at the rate specified therefor in the Notes, and it shall pay interest on overdue installments of interest (including Additional Interest, if any) at the same rate to the extent lawful.

Notwithstanding anything to the contrary contained in this Indenture, the Issuer may, to the extent it is required to do so by law, deduct or withhold income or other similar taxes imposed by the United States of America from principal or interest payments hereunder.

SECTION 3.2. Limitation on Indebtedness.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, Incur any Indebtedness (including Acquired Indebtedness); *provided*, *however*, that the Issuer and any of the Subsidiary Guarantors may Incur Indebtedness (including Acquired Indebtedness), if on the date of such Incurrence and after giving pro forma effect thereto (including pro forma application of the proceeds thereof), the Fixed Charge Coverage Ratio for the Issuer and its Restricted Subsidiaries is greater than 2.00 to 1.00.

(b) Section 3.2(a) shall not prohibit the Incurrence of the following Indebtedness:

(1) Indebtedness of the Issuer and the Subsidiary Guarantors Incurred pursuant to any Credit Facility (including letters of credit or bankers' acceptances issued or created under any Credit Facility), and any Guarantees by the Issuer or any Subsidiary Guarantor in respect of such Indebtedness, in a maximum aggregate principal amount of all Indebtedness incurred under this clause (1) and clause (15) below at any time outstanding not exceeding (i) $9,375,000,000, plus (ii) in the case of any refinancing of any Indebtedness permitted under this clause or any portion thereof, the aggregate amount of fees, underwriting discounts, accrued and unpaid interest, premiums and other costs and expenses Incurred in connection with such refinancing;

(2) Guarantees by the Issuer or any Subsidiary Guarantor of Indebtedness of the Issuer or any Restricted Subsidiary so long as the Incurrence of such Indebtedness is permitted under the terms of this Indenture;

(3) Indebtedness of the Issuer owing to and held by any Restricted Subsidiary or Indebtedness of a Restricted Subsidiary owing to and held by the Issuer or any Restricted Subsidiary; *provided*, *however*, that:

(i) any subsequent issuance or transfer of Capital Stock or any other event which results in any such Indebtedness being beneficially held by a Person other than the Issuer or a Restricted Subsidiary; and

(ii) any sale or other transfer of any such Indebtedness to a Person other than the Issuer or a Restricted Subsidiary,

shall be deemed, in each case, to constitute an Incurrence of such Indebtedness by the Issuer or such Restricted Subsidiary, as the case may be;

(4) Indebtedness represented by (i) the Notes (other than any Additional Notes), including any Guarantee thereof, (ii) any Exchange Notes issued in exchange for such Notes, including any Guarantee thereof, (iii) any Indebtedness (other than Indebtedness incurred pursuant to Section 3.2(b)(1), (3) and (4)(i)) outstanding on the Issue Date (including the Secured Notes issued on the Issue Date), including any Guarantee thereof (including any exchange notes and related exchange guarantees issued in respect of such Secured Notes), (iv) Refinancing Indebtedness Incurred in respect of any Indebtedness described in this Section 3.2(b)(4), Section 3.2(b)(5) (subject, to the extent the Indebtedness being Refinanced was incurred under Section 3.2(b)(5)(iii) (or is Refinancing Indebtedness in respect thereof), to the requirements of Section 3.2(b)(5)(iii) or Section 3.2(b)(10) or Incurred pursuant to Section 3.2(a), and (v) Management Advances;

(5) (x) Indebtedness of the Issuer or any Subsidiary Guarantor Incurred or issued to finance an acquisition or (y) Acquired Indebtedness; *provided, however,* that after giving pro forma effect to such acquisition, merger or consolidation, and the Incurrence of such Indebtedness (including pro forma application of the proceeds thereof), either:

(i) the Issuer would be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 3.2(a);

(ii) the Fixed Charge Coverage Ratio of the Issuer and the Restricted Subsidiaries would not be lower than such ratio immediately prior to such acquisition, merger or consolidation; or

(iii) such Indebtedness constitutes Acquired Indebtedness (other than Indebtedness Incurred in contemplation of the transaction or series of related transactions pursuant to which such Persons became a Restricted Subsidiary or was otherwise acquired by the Issuer or a Restricted Subsidiary); *provided* that the only obligors with respect to such Indebtedness and any Refinancing Indebtedness in respect thereof shall be those Persons who were obligors of such Indebtedness prior to such acquisition, merger or consolidation;

(6) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes);

(7) Indebtedness represented by Capitalized Lease Obligations or Purchase Money Obligations in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause and then outstanding, does not exceed the greater of (i) $1,100,000,000 and (ii) 4.0% of Total Assets at the time of Incurrence, and any Refinancing Indebtedness in respect thereof;

(8) Indebtedness in respect of (i) workers' compensation claims, self-insurance obligations, performance, indemnity, surety, judgment, appeal, advance payment, customs, value added or other tax or other guarantees or other similar bonds, instruments or obligations and completion guarantees and warranties provided by the Issuer or a Restricted Subsidiary or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business or consistent with past practice, (ii) the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business or consistent with past practice; *provided*, *however*, that such Indebtedness is extinguished within five (5) Business Days of Incurrence; (iii) customer deposits and advance payments received in the ordinary course of business or consistent with past practice from customers for goods or services purchased in the ordinary course of business or consistent with past practice; and (iv) any customary treasury, depositary, cash management, automatic clearinghouse arrangements, overdraft protections, cash pooling or netting or setting off arrangements or similar arrangements in the ordinary course of business or consistent with past practice;

(9) Indebtedness arising from agreements providing for guarantees, indemnification, obligations in respect of earn-outs or other adjustments of purchase price or, in each case, similar obligations, in each case, Incurred or assumed in connection with the acquisition or disposition of any business or assets or Person or any Capital Stock of a Subsidiary (other than Guarantees of Indebtedness Incurred by any Person acquiring or disposing of such business or assets or such Subsidiary for the purpose of financing such acquisition or disposition);

(10) [reserved];

(11) Indebtedness of Non-Guarantors in an aggregate amount not to exceed the greater of (a) $1,350,000,000 and (b) 5.0% of the Total Assets at any time outstanding;

(12) Indebtedness consisting of promissory notes issued by the Issuer or any of its Subsidiaries to any current or former employee, director or consultant of the Issuer, any of its Subsidiaries or any Parent Entity (or permitted transferees, assigns, estates, or heirs of such employee, director or consultant), to finance the purchase or redemption of Capital Stock of the Issuer or any Parent Entity that is permitted by Section 3.3;

(13) Indebtedness of the Issuer or any of its Restricted Subsidiaries consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case Incurred in the ordinary course of business or consistent with past practice;

(14) Indebtedness of the Issuer or any Subsidiary Guarantor in an aggregate outstanding principal amount which, when taken together with any Refinancing Indebtedness in respect thereof and the principal amount of all other Indebtedness Incurred pursuant to this clause and then outstanding, shall not exceed the greater of (i) $1,350,000,000 and (ii) 5.0% of Total Assets;

(15) Indebtedness Incurred pursuant to a Qualified Receivables Transaction; *provided, however,* that, at the time of such Incurrence, the Issuer would have been entitled to Incur Indebtedness pursuant to clause (1) above in an amount equal to the Receivables Transaction Amount of such Qualified Receivables Transaction;

(16) Physician Support Obligations Incurred by the Issuer or any Restricted Subsidiary; and

(17) Non-Recourse Indebtedness of Restricted Subsidiaries in an aggregate principal amount which, when taken together with all other Non-Recourse Indebtedness of Restricted Subsidiaries Incurred pursuant to this clause (17) and then outstanding does not exceed the greater of (a) $1,100,000,000 and (b) 4.0% of Total Assets.

(c) For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this Section 3.2:

(1) subject to Section 3.2(c)(3), in the event that all or any portion of any item of Indebtedness meets the criteria of more than one of the types of Indebtedness described in Section 3.2(a) and (b), the Issuer, in its sole discretion, may classify, and may from time to time reclassify under Section 3.2(c)(2), such item of Indebtedness and only be required to include the amount and type of such Indebtedness in one of the clauses of Section 3.2(a) or (b);

(2) subject to Section 3.2(c)(3), additionally, all or any portion of any item of Indebtedness may later be classified as having been Incurred pursuant to any type of Indebtedness described in Section 3.2(a) and (b) so long as such Indebtedness is permitted to be Incurred pursuant to such provision at the time of reclassification;

(3) all Indebtedness outstanding on the Issue Date under the Credit Agreement shall be deemed to have been incurred on the Issue Date under Section 3.2(b)(1) and may not be reclassified at any time pursuant to clause (1) or (2) of this Section 3.2(c);

(4) in the case of any refinancing of any Indebtedness permitted under Section 3.2(b)(7), (11), (14) or (17) or any portion thereof, such Indebtedness shall not include the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses Incurred in connection with such refinancing;

(5) Guarantees of, or obligations in respect of letters of credit, bankers' acceptances or other similar instruments relating to, or Liens securing, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(6) if obligations in respect of letters of credit, bankers' acceptances or other similar instruments are Incurred pursuant to any Credit Facility and are being treated as Incurred pursuant to Section 3.2(b)(1), (7), (11), (14) or (17) or Section 3.2(a) and the letters of credit, bankers' acceptances or other similar instruments relate to other Indebtedness, then such other Indebtedness shall not be included to the extent of the amount treated as so Incurred;

(7) the principal amount of any Disqualified Stock of the Issuer or a Restricted Subsidiary, or Preferred Stock of a Restricted Subsidiary, shall be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(8) Indebtedness permitted by this Section 3.2 need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this Section 3.2 permitting such Indebtedness; and

(9) the amount of any Indebtedness outstanding as of any date shall be (i) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (ii) the principal amount of Indebtedness, or liquidation preference thereof, in the case of any other Indebtedness.

(d) Accrual of interest, accrual of dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness, the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock or the reclassification of commitments or obligations not treated as Indebtedness due to a change in GAAP, shall not be deemed to be an Incurrence of Indebtedness for purposes of this Section 3.2.

(e) If at any time an Unrestricted Subsidiary becomes a Restricted Subsidiary, any Indebtedness of such Subsidiary shall be deemed to be Incurred by a Restricted Subsidiary of the Issuer as of such date (and, if such Indebtedness is not permitted to be Incurred as of such date under this Section 3.2, the Issuer shall be in default of this Section 3.2).

(f) Notwithstanding any other provision of this Section 3.2, the maximum amount of Indebtedness that the Issuer or a Restricted Subsidiary may Incur pursuant to this Section 3.2 shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in the same currency as the Indebtedness being refinanced, shall be calculated based on the currency exchange rate in effect on the date such Indebtedness was originally incurred, in the case of term indebtedness, or first committed, in the case of revolving credit indebtedness. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

(g) The Issuer shall not, and shall not permit any Guarantor to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness) that is subordinated or junior in right of payment to any Indebtedness of the Issuer or such Guarantor, as the case may be, unless such Indebtedness is expressly subordinated in right of payment to the Notes or such Guarantor's Note Guarantee to the extent and in the same manner as such Indebtedness is subordinated to other Indebtedness of the Issuer or such Guarantor, as the case may be.

(h) Unsecured Indebtedness shall not be treated as subordinated or junior to Secured Indebtedness merely because it is unsecured, and senior Indebtedness shall not be treated as subordinated or junior to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral or is secured by different collateral.

SECTION 3.3. Limitation on Restricted Payments.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries, directly or indirectly, to:

(1) declare or pay any dividend or make any distribution on or in respect of the Issuer's or any Restricted Subsidiary's Capital Stock (including any payment in connection with any merger or consolidation involving the Issuer or any of its Restricted Subsidiaries) except:

(x) dividends or distributions payable in Capital Stock of the Issuer (other than Disqualified Stock) or in options, warrants or other rights to purchase such Capital Stock of the Issuer; and

(y) dividends or distributions payable to the Issuer or a Restricted Subsidiary (and, in the case of any such Restricted Subsidiary making such dividend or distribution, to holders of its Capital Stock other than the Issuer or another Restricted Subsidiary on no more than a *pro rata* basis);

(2) purchase, redeem, retire or otherwise acquire for value any Capital Stock of the Issuer or any Parent Entity of the Issuer held by Persons other than the Issuer or a Restricted Subsidiary of the Issuer;

(3) purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Subordinated Indebtedness (other than (i) any such purchase, repurchase, redemption, defeasance or other acquisition or retirement in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case, due within one year of the date of purchase, repurchase, redemption, defeasance or other acquisition or retirement and (ii) any Indebtedness Incurred pursuant to Section 3.2(b)(3)); or

(4) make any Restricted Investment;

(any such dividend, distribution, purchase, redemption, repurchase, defeasance, other acquisition, retirement or Restricted Investment referred to in clauses (1) through (4) are referred to herein as a "Restricted Payment"), if at the time the Issuer or such Restricted Subsidiary makes such Restricted Payment:

(i) a Default or an Event of Default shall have occurred and be continuing (or would result immediately thereafter therefrom);

(ii) the Issuer is not able to Incur an additional $1.00 of Indebtedness pursuant to Section 3.2(a) after giving effect, on a pro forma basis, to such Restricted Payment; or

(iii) the aggregate amount of such Restricted Payment and all other Restricted Payments made since the RP Reference Date (and not returned or rescinded) (including Permitted Payments permitted below by Section 3.3(b)(1) (without duplication), but excluding all other Restricted Payments permitted by Section 3.3(b)) would exceed the sum of (without duplication):

(A) 50% of Consolidated Net Income of the Issuer for the period (treated as one accounting period) from the first day of the first fiscal quarter during which the RP Reference Date occurred to the end of the most recent fiscal quarter ending prior to the date of such Restricted Payment for which internal consolidated financial statements of the Issuer are available (or, in the case such Consolidated Net Income is a deficit, minus 100% of such deficit);

(B) 100% of the aggregate Net Cash Proceeds, and the fair market value of property or assets or marketable securities, received by the Issuer from the issue or sale of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) subsequent

to the RP Reference Date or otherwise contributed to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock) of the Issuer subsequent to the RP Reference Date (in each case other than (x) Net Cash Proceeds or property or assets or marketable securities received from an issuance or sale of such Capital Stock to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Issuer or any Subsidiary of the Issuer for the benefit of its employees to the extent funded by the Issuer or any Restricted Subsidiary, (y) Net Cash Proceeds or property or assets or marketable securities to the extent that any Restricted Payment has been made from such proceeds in reliance on Section 3.3(b)(6) and (z) Excluded Contributions);

(C) 100% of the aggregate Net Cash Proceeds, and the fair market value of property or assets or marketable securities, received by the Issuer or any Restricted Subsidiary from the issuance or sale (other than to the Issuer or a Restricted Subsidiary of the Issuer or an employee stock ownership plan or trust established by the Issuer or any Subsidiary for the benefit of their employees to the extent funded by the Issuer or any Restricted Subsidiary) by the Issuer or any Restricted Subsidiary subsequent to the RP Reference Date of any Indebtedness, Disqualified Stock or Designated Preferred Stock that has been converted into or exchanged for Capital Stock of the Issuer (other than Disqualified Stock or Designated Preferred Stock) plus, without duplication, the amount of any cash, and the fair market value of property or assets or marketable securities, received by the Issuer or any Restricted Subsidiary upon such conversion or exchange;

(D) 100% of the aggregate amount received in cash and the fair market value, as determined in good faith by the Issuer, of marketable securities or other property received by means of: (i) the sale or other disposition (other than to the Issuer or a Restricted Subsidiary) of Restricted Investments made by the Issuer or its Restricted Subsidiaries and repurchases and redemptions of such Restricted Investments from the Issuer or its Restricted Subsidiaries and repayments of loans or advances, and releases of guarantees, which constituted Restricted Investments by the Issuer or its Restricted Subsidiaries, in each case after the RP Reference Date; or (ii) the sale (other than to the Issuer or a Restricted Subsidiary) of the stock of an Unrestricted Subsidiary or a distribution from an Unrestricted Subsidiary (other than to the extent of the amount of the Investment that constituted a Permitted Investment) or a dividend from an Unrestricted Subsidiary after the RP Reference Date; and

(E) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger or consolidation of an Unrestricted Subsidiary into the Issuer or a Restricted Subsidiary or the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to the Issuer or a Restricted Subsidiary after the RP Reference Date, the fair market value of the Investment in such Unrestricted Subsidiary (or the assets transferred), as determined in good faith of the Issuer at the time of the redesignation of such Unrestricted Subsidiary as a Restricted Subsidiary or at the time of such merger or consolidation or transfer of assets (after taking into consideration any Indebtedness associated with the Unrestricted Subsidiary so designated or merged or consolidated or Indebtedness associated with the assets so transferred), other than to the extent of the amount of the Investment that constituted a Permitted Investment.

(b) Section 3.3(a) shall not prohibit any of the following (collectively, "Permitted Payments"):

(1) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of this Indenture or the redemption, repurchase or retirement of Indebtedness if, at the date of any irrevocable redemption notice, such payment would have complied with the provisions of this Indenture;

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Capital Stock or Subordinated Indebtedness made by exchange (including any such exchange pursuant to

the exercise of a conversion right or privilege in connection with which cash is paid in lieu of the issuance of fractional shares) for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of the Issuer (other than Disqualified Stock or Designated Preferred Stock and other than Capital Stock sold to a Restricted Subsidiary) (" Refunding Capital Stock") or a substantially concurrent contribution to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock or through an Excluded Contribution or by any Restricted Subsidiary) of the Issuer; *provided*, *however*, that to the extent so applied, the Net Cash Proceeds, or fair market value of property or assets or of marketable securities, from such sale of Capital Stock or such contribution shall be excluded from Section 3.3(a)(iii);

(3) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Indebtedness made by exchange for, or out of the proceeds of the substantially concurrent sale of, Subordinated Indebtedness that constitutes Refinancing Indebtedness permitted to be Incurred pursuant to Section 3.2;

(4) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Preferred Stock of the Issuer or a Restricted Subsidiary made by exchange for or out of the proceeds of the substantially concurrent sale of Preferred Stock (other than any exchange or sale to a Restricted Subsidiary and other than an issuance of Disqualified Stock of the Issuer or Preferred Stock of a Restricted Subsidiary to replace Preferred Stock (other than Disqualified Stock) of the Issuer) of the Issuer or a Restricted Subsidiary, as the case may be, that, in each case, is permitted to be Incurred pursuant to Section 3.2;

(5) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Indebtedness or Disqualified Stock or Preferred Stock of a Restricted Subsidiary:

(i) from Net Available Cash to the extent permitted under Section 3.5, but only if the Issuer shall have first complied with the terms described under Section 3.5 and purchased all Notes tendered pursuant to any offer to repurchase all the Notes required thereby, prior to purchasing, repurchasing, redeeming, defeasing or otherwise acquiring or retiring such Subordinated Indebtedness, Disqualified Stock or Preferred Stock;

(ii) to the extent required by the agreement governing such Subordinated Indebtedness, Disqualified Stock or Preferred Stock, following the occurrence of a Change of Control (or other similar event described therein as a "change of control"), but only if the Issuer shall have first complied with the terms described under Section 3.9 and purchased all Notes tendered pursuant to the offer to repurchase all the Notes required thereby, prior to purchasing, repurchasing, redeeming, defeasing or otherwise acquiring or retiring such Subordinated Indebtedness, Disqualified Stock or Preferred Stock; or

(iii) consisting of Acquired Indebtedness (other than Indebtedness Incurred (A) to provide all or any portion of the funds utilized to consummate the transaction or series of related transactions pursuant to which the relevant Person became a Restricted Subsidiary or was otherwise acquired by the Issuer or a Restricted Subsidiary or (B) otherwise in connection with or contemplation of such acquisition);

(6) a Restricted Payment to pay for the repurchase, retirement or other acquisition or retirement for value of Capital Stock (other than Disqualified Stock) of the Issuer or of any Parent Entity held by any future, present or former employee, director or consultant of the Issuer, any of its Subsidiaries or of any Parent Entity (or permitted transferees, assigns, estates, trusts or heirs of such employee, director or consultant) either pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or upon the termination of such employee, director or consultant's employment or directorship; *provided*, *however*, that the aggregate Restricted Payments made under this clause (6) do not exceed $90,000,000 in any calendar year (with unused amounts in any calendar year being carried over to succeeding calendar years); *provided further* that such amount in any calendar year may be increased by an amount not to exceed:

(i) the cash proceeds from the sale of Capital Stock (other than Disqualified Stock or Designated Preferred Stock or Excluded Contributions) of the Issuer and, to the extent contributed to the capital of the Issuer (other than through the issuance of Disqualified Stock or Designated Preferred Stock or an Excluded Contribution), Capital Stock of any Parent Entity, in each case to members of management, directors or consultants of the Issuer, any of its Subsidiaries or any Parent Entity that occurred after the Issue Date, to the extent the cash proceeds from the sale of such Capital Stock have not otherwise been applied to the payment of Restricted Payments by virtue of Section 3.3(a)(iii); *plus*

(ii) the cash proceeds of key man life insurance policies received by the Issuer and its Restricted Subsidiaries after the Issue Date; *less*

(iii) the amount of any Restricted Payments made in previous calendar years pursuant Section 3.3(b)(6)(i) and (ii);

and *provided further* that cancellation of Indebtedness owing to the Issuer or any Restricted Subsidiary from members of management, directors, employees or consultants of the Issuer, or any Parent Entity or Restricted Subsidiaries in connection with a repurchase of Capital Stock of the Issuer or any Parent Entity shall not be deemed to constitute a Restricted Payment for purposes of this Section 3.3 or any other provision of this Indenture;

(7) the declaration and payment of dividends on Disqualified Stock or Preferred Stock of a Restricted Subsidiary, Incurred in accordance with the terms of Section 3.2;

(8) purchases, repurchases, redemptions, defeasances or other acquisitions or retirements of Capital Stock deemed to occur upon the exercise of stock options, warrants or other rights in respect thereof if such Capital Stock represents a portion of the exercise price thereof;

(9) dividends, loans, advances or distributions to any Parent Entity or other payments by the Issuer or any Restricted Subsidiary in amounts equal to (without duplication):

(i) the amounts required for any Parent Entity to pay any Parent Entity Expenses or any Related Taxes; or

(ii) amounts constituting or to be used for purposes of making payments to the extent specified in Sections 3.8(b)(2), (3), (5) and (11);

(10) [reserved];

(11) payments by the Issuer, or loans, advances, dividends or distributions to any Parent Entity to make payments, to holders of Capital Stock of the Issuer or any Parent Entity in lieu of the issuance of fractional shares of such Capital Stock, *provided*, *however*, that any such payment, loan, advance, dividend or distribution shall not be for the purpose of evading any limitation of this Section 3.3 or otherwise to facilitate any dividend or other return of capital to the holders of such Capital Stock (as determined in good faith by the Board of Directors of the Issuer);

(12) Restricted Payments that are made with Excluded Contributions;

(13) (i) the declaration and payment of dividends on Designated Preferred Stock of the Issuer issued after the Issue Date and (ii) the declaration and payment of dividends on Refunding Capital Stock that is Preferred Stock; *provided*, *however*, that, the amount of all dividends declared or paid pursuant to this clause shall not exceed the Net Cash Proceeds received by the Issuer or the aggregate amount contributed in cash to the equity (other than through the issuance of Disqualified Stock or an Excluded Contribution) of the Issuer, from the issuance or sale of such Designated Preferred Stock; *provided further*, in the case of clause (ii), that for the most recently ended four fiscal quarters for which internal financial

statements are available immediately preceding the date of issuance of such Preferred Stock, after giving effect to such payment on a pro forma basis the Issuer would be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the test set forth in Section 3.2(a);

(14) dividends or other distributions of Capital Stock of, or Indebtedness owed to the Issuer or a Restricted Subsidiary by, Unrestricted Subsidiaries (unless the Unrestricted Subsidiary's principal asset is cash or Cash Equivalents);

(15) distributions or payments in connection with a Qualified Receivables Transaction;

(16) any Restricted Payment made in connection with the Transactions and the fees and expenses related thereto or used to fund amounts owed to Affiliates in connection with the Transactions (including dividends to any Parent Entity of the Issuer to permit payment by such Parent Entity of such amounts);

(17) Restricted Payments (including loans or advances) in an aggregate amount outstanding at the time made not to exceed $800,000,000 and 3.0% of Total Assets; *provided, however*, that, at the time of each such Restricted Payment, no Default or Event of Default shall have occurred and be continuing (or result therefrom);

(18) any Restricted Payment made by the Issuer or any Restricted Subsidiary; *provided* that, immediately after giving pro forma effect thereto and the Incurrence of any Indebtedness the net proceeds of which are used to finance such Restricted Payment, the Consolidated Total Leverage Ratio would be no greater than 3.50 to 1.00;

(19) mandatory redemptions of Disqualified Stock issued as a Restricted Payment or as consideration for a Permitted Investment; *provided* that (A) the aggregate amount paid for such redemptions with respect to any such issuance is no greater than the corresponding amount that constituted a Restricted Payment or Permitted Investment upon issuance thereof and (B) at the time of and after giving effect to each such mandatory redemption, the Issuer is entitled to Incur an additional $1.00 of Indebtedness pursuant Section 3.2(a);

(20) Investments in Unrestricted Subsidiaries having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (20) that are at the time outstanding, without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of cash or marketable securities received by the Issuer or a Restricted Subsidiary, not to exceed 2.5% of Total Assets at the time of such Investment (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value); and

(21) Restricted Payments made by or in connection with the sale, disposition, transfer, dividend, distribution, contribution, or other disposition of assets, other than cash or Cash Equivalents, in an amount which, when taken together with all Restricted Payments previously made pursuant to this clause (21), does not exceed the greater of $1,100,000,000 and 4.0% of Total Assets; *provided, however*, that at the time of each such Restricted Payment, no Default shall have occurred and be continuing (or result therefrom).

(c) For purposes of determining compliance with this Section 3.3, in the event that a Restricted Payment meets the criteria of more than one of the categories of Permitted Payments described in clauses (1) through (21) of Section 3.3(b), or is permitted pursuant to Section 3.3(a), the Issuer shall be entitled to classify such Restricted Payment (or portion thereof) on the date of its payment or later reclassify (based on circumstances existing at the time of such reclassification) such Restricted Payment (or portion thereof) in any manner that complies with this Section 3.3.

(d) The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Issuer or

such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment. The fair market value of any cash Restricted Payment shall be its face amount, and the fair market value of any non-cash Restricted Payment, property or assets other than cash shall be determined conclusively by the Board of Directors of the Issuer acting in good faith.

SECTION 3.4. Limitation on Restrictions on Distributions from Restricted Subsidiaries .

(a) The Issuer shall not, and shall not permit any Restricted Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions in cash or otherwise on its Capital Stock or pay any Indebtedness or other obligations owed to the Issuer or any Restricted Subsidiary;

(2) make any loans or advances to the Issuer or any Restricted Subsidiary; or

(3) sell, lease or transfer any of its property or assets to the Issuer or any Restricted Subsidiary;

*provided* that (x) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock and (y) the subordination of (including the application of any standstill requirements to) loans or advances made to the Issuer or any Restricted Subsidiary to other Indebtedness Incurred by the Issuer or any Restricted Subsidiary shall not be deemed to constitute such an encumbrance or restriction.

(b) Section 3.4(a) shall not prohibit:

(1) any encumbrance or restriction pursuant to (a) any Credit Facility, or (b) any other agreement or instrument, in each case, in effect at or entered into on the Issue Date;

(2) any encumbrance or restriction pursuant to this Indenture, the Notes, the Note Guarantees, the Exchange Notes and any Guarantees thereof;

(3) any encumbrance or restriction pursuant to an agreement or instrument of a Person or relating to any Capital Stock or Indebtedness of a Person, entered into on or before the date on which such Person was acquired by or merged, consolidated or otherwise combined with or into the Issuer or any Restricted Subsidiary, or was designated as a Restricted Subsidiary or on which such agreement or instrument is assumed by the Issuer or any Restricted Subsidiary in connection with an acquisition of assets (other than Capital Stock or Indebtedness Incurred as consideration in, or to provide all or any portion of the funds utilized to consummate, the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was acquired by the Issuer or was merged, consolidated or otherwise combined with or into the Issuer or any Restricted Subsidiary or entered into in contemplation of or in connection with such transaction) and outstanding on such date which encumbrance or restriction is not applicable to any Person or the properties or assets of any Person, other than the Person, or the properties or assets of the Person, so acquired; *provided* that, for the purposes of this clause, if another Person is the Successor Company, any Subsidiary thereof or agreement or instrument of such Person or any such Subsidiary shall be deemed acquired or assumed by the Issuer or any Restricted Subsidiary when such Person becomes the Successor Company;

(4) any encumbrance or restriction:

(i) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract or agreement, or the assignment or transfer of any lease, license or other contract or agreement;

(ii) contained in mortgages, pledges, charges or other security agreements permitted under this Indenture or securing Indebtedness of the Issuer or a Restricted Subsidiary permitted under this Indenture to the extent such encumbrances or restrictions restrict the transfer or encumbrance of the property or assets subject to such mortgages, pledges, charges or other security agreements; or

(iii) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Issuer or any Restricted Subsidiary;

(5) any encumbrance or restriction pursuant to Purchase Money Obligations and Capitalized Lease Obligations permitted under this Indenture that impose encumbrances or restrictions on the property so acquired;

(6) any encumbrance or restriction imposed pursuant to an agreement entered into for the direct or indirect sale or disposition to a Person of all or substantially all the Capital Stock or assets of the Issuer or any Restricted Subsidiary (or the property or assets that are subject to such restriction) pending the closing of such sale or disposition;

(7) customary provisions in leases, licenses, shareholder agreements, joint venture agreements, organizational documents and other similar agreements and instruments;

(8) encumbrances or restrictions arising or existing by reason of applicable law or any applicable law, rule, regulation or order, or required by any regulatory authority;

(9) any encumbrance or restriction on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business or consistent with past practice;

(10) any customary encumbrance or restriction pursuant to Hedging Obligations;

(11) other Indebtedness, Disqualified Stock or Preferred Stock of Foreign Subsidiaries permitted to be Incurred or issued subsequent to the Issue Date pursuant to Section 3.2 that impose restrictions solely on the Foreign Subsidiaries party thereto or their Subsidiaries;

(12) any encumbrance or restriction required by the terms of any agreement relating to a Qualified Receivables Transaction; *provided, however*, that such encumbrance or restriction applies only to such Qualified Receivables Transaction;

(13) any encumbrance or restriction arising pursuant to an agreement or instrument (which, if it relates to any Indebtedness, shall only be permitted if such Indebtedness is permitted to be Incurred pursuant to Section 3.2) if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole (i) are not materially less favorable to the Holders than the encumbrances and restrictions contained in the Credit Agreement, together with the security documents associated therewith, as in effect on the Issue Date (as determined in good faith by the Issuer) or (ii) either (A) the Issuer determines at the time of entry into such agreement or instrument that such encumbrances or restrictions shall not adversely affect, in any material respect, the Issuer's ability to make principal or interest payments on the Notes or (B) such encumbrance or restriction applies only during the continuance of a default relating to such agreement or instrument;

(14) any encumbrance or restriction existing by reason of any lien permitted under Section 3.6; or

(15) any encumbrance or restriction pursuant to an agreement or instrument effecting a refinancing of Indebtedness Incurred pursuant to, or that otherwise refinances, an agreement or instrument referred to in clauses (1) to (14) of this Section 3.4(b) or this clause (15) (an "Initial Agreement") or

contained in any amendment, supplement or other modification to an agreement referred to in clauses (1) to (14) of this Section 3.4(b) or this clause (15); *provided*, *however*, that the encumbrances and restrictions with respect to such Restricted Subsidiary contained in any such agreement or instrument are no less favorable in any material respect to the Holders taken as a whole than the encumbrances and restrictions contained in the Initial Agreement or Initial Agreements to which such refinancing or amendment, supplement or other modification relates (as determined in good faith by the Issuer).

SECTION 3.5. Limitation on Sales of Assets and Subsidiary Stock .

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, make any Asset Disposition unless:

(1) the Issuer or such Restricted Subsidiary, as the case may be, receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at least equal to the fair market value (such fair market value to be determined on the date of contractually agreeing to such Asset Disposition), as determined in good faith by the Board of Directors of Holdings, of the shares and assets subject to such Asset Disposition (including, for the avoidance of doubt, if such Asset Disposition is a Permitted Asset Swap);

(2) in any such Asset Disposition, or series of related Asset Dispositions (except to the extent the Asset Disposition is a Permitted Asset Swap), at least 75% of the consideration from such Asset Disposition (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) received by the Issuer or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; and

(3) the Issuer or any of its Restricted Subsidiaries, will apply 100% of the Net Available Cash from any Asset Disposition:

(i) to the extent the Issuer or any Restricted Subsidiary, as the case may be, elects (or is required by the terms of any Indebtedness), (i) to prepay, repay or purchase any Indebtedness of a Non-Guarantor or Indebtedness that is secured by a Lien (in each case, other than Indebtedness owed to the Issuer or any Restricted Subsidiary) or Indebtedness under the Credit Agreement (or any Refinancing Indebtedness in respect thereof) within 450 days from the later of (1) the date of such Asset Disposition and (2) the receipt of such Net Available Cash; *provided*, *however*, that, in connection with any prepayment, repayment or purchase of Indebtedness pursuant to this clause (i), the Issuer or Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) to be reduced in an amount equal to the principal amount so prepaid, repaid or purchased; or (B) to prepay, repay or purchase Senior Indebtedness; *provided further* that, to the extent the Issuer redeems, repays or repurchases Senior Indebtedness pursuant to this clause (B), the Issuer shall equally and ratably reduce Obligations under the Notes as provided under Section 5.7, through open-market purchases (to the extent such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Disposition Offer) to all Holders to purchase their Notes at 100% of the principal amount thereof, plus the amount of accrued but unpaid interest, if any, on the amount of Notes that would otherwise be prepaid; and/or

(ii) to the extent the Issuer or any Restricted Subsidiary elects, to invest in or commit to invest in Additional Assets (including by means of an investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by the Issuer or another Restricted Subsidiary) within 450 days from the later of (A) the date of such Asset Disposition and (B) the receipt of such Net Available Cash; *provided*, *however*, that a binding agreement shall be treated as a permitted application of Net Available Cash from the date of such commitment with the good faith expectation that such Net Available Cash will be applied to satisfy such commitment within 180 days of such commitment (an "Acceptable Commitment") and, in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Net Available Cash is applied in connection therewith, the Issuer or such Restricted Subsidiary enters into another

Acceptable Commitment (a "Second Commitment") within 180 days of such cancellation or termination; *provided further* that if any Second Commitment is later cancelled or terminated for any reason before such Net Available Cash is applied, then such Net Available Cash shall constitute Excess Proceeds;

*provided, however*, that, pending the final application of any such Net Available Cash in accordance with Section 3.5(a)(3)(i) or (ii), the Issuer and its Restricted Subsidiaries may temporarily reduce Indebtedness or otherwise use such Net Available Cash in any manner not prohibited by this Indenture.

(b) Any Net Available Cash from Asset Dispositions that is not applied or invested or committed to be applied or invested as provided in Section 3.5(a) shall be deemed to constitute "Excess Proceeds" under this Indenture. On the 451st day after an Asset Disposition or the receipt of such Net Available Cash, if the aggregate amount of Excess Proceeds under this Indenture exceeds $200,000,000, the Issuer shall within ten (10) Business Days be required to make an offer ("Asset Disposition Offer") to all Holders of Notes issued under this Indenture and, to the extent the Issuer elects, to all holders of other outstanding Senior Indebtedness, to purchase the maximum principal amount of Notes and any such Senior Indebtedness to which the Asset Disposition Offer applies that may be purchased out of the Excess Proceeds, at an offer price equal to 100% of the principal amount of the Notes, and Senior Indebtedness, in each case, plus accrued and unpaid interest, if any, to, but not including, the date of purchase, in accordance with the procedures set forth in this Indenture or the agreements governing the Senior Indebtedness, as applicable, and, with respect to the Notes, in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof. The Issuer shall deliver notice of such Asset Disposition Offer electronically or by first-class mail, with a copy to the Trustee, to each Holder of Notes at the address of such Holder appearing in the security register or otherwise in accordance with the applicable procedures of DTC, describing the transaction or transactions that constitute the Asset Disposition and offering to repurchase the Notes for the specified purchase price on the date specified in the notice, which date shall be no earlier than 30 days and no later than 60 days from the date such notice is delivered, pursuant to the procedures required by this Indenture and described in such notice.

(c) To the extent that the aggregate amount of Notes and Senior Indebtedness so validly tendered and not properly withdrawn pursuant to an Asset Disposition Offer is less than the Excess Proceeds, the Issuer may use any remaining Excess Proceeds for any purpose not prohibited by this Indenture. If the aggregate principal amount of the Notes surrendered in any Asset Disposition Offer by Holders and other Senior Indebtedness surrendered by holders or lenders, collectively, exceeds the amount of Excess Proceeds, the Excess Proceeds shall be allocated among the Notes and Senior Indebtedness to be purchased on a pro rata basis on the basis of the aggregate principal amount of tendered Notes and Senior Indebtedness; *provided* that no Notes or other Senior Indebtedness shall be selected and purchased in an unauthorized denomination. Upon completion of any Asset Disposition Offer, the amount of Excess Proceeds will be reset at zero.

(d) To the extent that any portion of Net Available Cash payable in respect of the Notes is denominated in a currency other than U.S. dollars, the amount thereof payable in respect of the Notes shall not exceed the net amount of funds in U.S. dollars that is actually received by the Issuer upon converting such portion into U.S. dollars.

(e) Notwithstanding any other provisions of this Section 3.5, (i) to the extent that any of or all the Net Available Cash of any Asset Disposition by a Foreign Subsidiary (a "Foreign Disposition") is prohibited or delayed by applicable local law, or would give rise to a violation of a third-party agreement of the Issuer or any Restricted Subsidiary, from being repatriated to the United States, the portion of such Net Available Cash so affected will not be required to be applied in compliance with this Section 3.5, and such amounts may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law or third-party agreement will not permit repatriation to the United States (the Issuer hereby agreeing to use reasonable efforts (as determined in the Issuer's reasonable business judgment) to otherwise cause the applicable Foreign Subsidiary to within one year following the date on which the respective payment would otherwise have been required, to promptly take all actions reasonably required by the applicable local law or third-party agreement to permit such repatriation), and if within one year following the date on which the respective payment would otherwise have been required, such repatriation of any of such affected Net Available Cash is permitted under the applicable local law or third-party agreement, such repatriation will be promptly effected and such repatriated Net Available Cash will be promptly (and in any event not later than five (5) Business Days after such repatriation could be made) applied (net of additional Taxes payable

or reserved against as a result thereof) in compliance with this Section 3.5 and (ii) to the extent that the Issuer has determined in good faith that repatriation of any of or all the Net Available Cash of any Foreign Disposition would have an adverse Tax cost consequence with respect to such Net Available Cash (which for the avoidance of doubt, includes, but is not limited to, any prepayment whereby doing so the Issuer, any Restricted Subsidiary or any of their respective affiliates would incur a tax liability, including a tax dividend, deemed dividend pursuant to Code Section 956 or a withholding tax), the Net Available Cash so affected may be retained by the applicable Foreign Subsidiary. The non-application of any prepayment amounts as a consequence of the foregoing provisions will not, for the avoidance of doubt, constitute a Default or an Event of Default.

(f) For the purposes of Section 3.5(a)(2), the following will be deemed to be cash:

(i) the assumption by the transferee of Indebtedness or other liabilities contingent or otherwise of the Issuer or a Restricted Subsidiary (other than Subordinated Indebtedness of the Issuer or a Guarantor) and the release of the Issuer or such Restricted Subsidiary from all liability on such Indebtedness or other liability in connection with such Asset Disposition;

(ii) securities, notes or other obligations received by the Issuer or any Restricted Subsidiary of the Issuer from the transferee that are converted by the Issuer or such Restricted Subsidiary into cash or Cash Equivalents within 180 days following the closing of such Asset Disposition;

(iii) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Disposition, to the extent that the Issuer and each other Restricted Subsidiary are released from any Guarantee of payment of such Indebtedness in connection with such Asset Disposition;

(iv) consideration consisting of Indebtedness of the Issuer (other than Subordinated Indebtedness) received after the Issue Date from Persons who are not the Issuer or any Restricted Subsidiary; and

(v) any Designated Non-Cash Consideration received by the Issuer or any Restricted Subsidiary in such Asset Dispositions having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this Section 3.5 that is at that time outstanding, not to exceed the greater of $800,000,000 and 3.0% of Total Assets (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value).

(g) Upon the commencement of an Asset Disposition Offer, the Issuer shall send, or cause to be sent, electronically or by first class mail, a notice to the Trustee and to each Holder at its registered address, in accordance with the applicable procedures of DTC. The notice shall contain all instructions and materials necessary to enable such Holder to tender Notes pursuant to the Asset Disposition Offer. Any Asset Disposition Offer shall be made to all Holders. The notice, which shall govern the terms of the Asset Disposition Offer, shall state:

(1) that the Asset Disposition Offer is being made pursuant to this Section 3.5 and that, to the extent lawful, all Notes tendered and not withdrawn shall be accepted for payment (unless prorated);

(2) the Asset Disposition payment amount, the Asset Disposition offered price, and the date on which Notes tendered and accepted for payment shall be purchased, which date shall be at least 30 days and not later than 60 days from the date such notices is mailed (the " Asset Sale Payment Date");

(3) that any Notes not tendered or accepted for payment shall continue to accrue interest in accordance with the terms thereof;

(4) that, unless the Issuer defaults in making such payment, any Notes accepted for payment pursuant to the Asset Disposition Offer shall cease to accrue interest on and after the Asset Sale Payment Date;

(5) that Holders electing to have any Notes purchased pursuant to any Asset Disposition Offer shall be required to surrender the Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, to the Paying Agent at the address specified in the notice at least three (3) Business Days before the Asset Sale Payment Date;

(6) that Holders shall be entitled to withdraw their election if the Paying Agent receives, not later than two (2) Business Days prior to the Asset Sale Payment Date, a notice setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing its election to have such Note purchased;

(7) that if the aggregate principal amount of Notes surrendered by Holders exceeds the Asset Disposition payment amount, the Issuer shall select the Notes to be purchased on a *pro rata* basis (with such adjustments as may be deemed appropriate by the Issuer so that only Notes in denominations of $2,000 or integral multiples of $1,000 remain outstanding after purchase); and

(8) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry).

(h) If the Asset Sale Payment Date is on or after a record date and on or before the related interest payment date, any accrued and unpaid interest shall be paid to the Person in whose name a Note is registered at the close of business on such record date, and no other interest, if any, shall be payable to Holders who tender Notes pursuant to the Asset Disposition Offer.

(i) On the Asset Sale Payment Date, the Issuer will, to the extent permitted by law,

(1) accept for payment all Notes issued by it or portions thereof properly tendered pursuant to the Asset Disposition Offer,

(2) deposit with the Paying Agent an amount equal to the aggregate Asset Disposition payment in respect of all Notes or portions thereof so tendered, and

(3) deliver, or cause to be delivered, to the Trustee for cancellation the Notes so accepted together with an Officer's Certificate to the Trustee stating that such Notes or portions thereof have been tendered to and purchased by the Issuer.

(j) The Issuer will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Notes pursuant to this Section 3.5. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

SECTION 3.6. Limitation on Liens.

(a) The Issuer shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, create, Incur or permit to exist any Lien (except Permitted Liens) (each, an "Initial Lien") that secures obligations under any Indebtedness or any related guarantee, on any asset or property of the Issuer or any Restricted Subsidiary, unless:

(1) in the case of Liens securing Subordinated Indebtedness, the Notes and related Guarantees are secured by a Lien on such property, assets or proceeds that is senior in priority to such Liens; or

(2) in all other cases, the Notes and the related Guarantees are equally and ratably secured with the Obligations secured by such Initial Lien.

(b) Any Lien created for the benefit of the Holders pursuant to Section 3.6(a) shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Initial Lien.

(c) With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the Incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The " Increased Amount" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

SECTION 3.7. Limitation on Guarantees.

(a) The Issuer will not permit any of its Wholly Owned Domestic Subsidiaries that are Restricted Subsidiaries (and non-Wholly Owned Domestic Subsidiaries if such non-Wholly Owned Domestic Subsidiaries guarantee other capital markets debt securities of the Issuer or any Restricted Subsidiary or guarantee all or a portion of the Credit Agreement), other than a Guarantor or a Receivables Subsidiary, to Guarantee the payment of any capital markets debt securities or Indebtedness under the Credit Agreement, in each case of the Issuer or any Guarantor, unless:

(1) such Restricted Subsidiary within 30 days executes and delivers a supplemental indenture to this Indenture and, if applicable, joinder or supplement to the Registration Rights Agreement providing for a senior Guarantee by such Restricted Subsidiary, except that with respect to a guarantee of Indebtedness of the Issuer or any Guarantor, if such Indebtedness is by its express terms subordinated in right of payment to the Notes or such Guarantor's Note Guarantee, any such guarantee by such Restricted Subsidiary with respect to such Indebtedness shall be subordinated in right of payment to such Guarantee substantially to the same extent as such Indebtedness is subordinated to the Notes or such Guarantor's Note Guarantee;

(2) such Restricted Subsidiary waives and will not in any manner whatsoever claim or take the benefit or advantage of, any rights of reimbursement, indemnity or subrogation or any other rights against the Issuer or any other Restricted Subsidiary as a result of any payment by such Restricted Subsidiary under its Guarantee until payment in full of Obligations under this Indenture; and

(3) such Restricted Subsidiary shall deliver to the Trustee an Opinion of Counsel stating that:

(i) such Guarantee has been duly executed and authorized; and

(ii) such Guarantee constitutes a valid, binding and enforceable obligation of such Restricted Subsidiary, except insofar as enforcement thereof may be limited by bankruptcy, insolvency or similar laws (including all laws relating to fraudulent transfers) and except insofar as enforcement thereof is subject to general principals of equity;

*provided* that this Section 3.7 shall not be applicable in the event that the Guarantee of the Issuer's obligations under the Notes or this Indenture by such Subsidiary would not be permitted under applicable law.

(b) The Issuer may elect, in its sole discretion, to cause any Subsidiary that is not otherwise required to be a Guarantor to become a Guarantor, in which case, such Subsidiary shall only be required to comply with the requirements in Section 3.7(a)(1).

(c) If any Guarantor becomes an Immaterial Subsidiary, the Issuer shall have the right, by execution and delivery of a supplemental indenture to the Trustee, to cause such Immaterial Subsidiary to cease to be a Guarantor, subject to the requirement described in Section 3.7(a) that such Subsidiary shall be required to become a Guarantor if it ceases to be an Immaterial Subsidiary (except that if such Subsidiary has been properly designated as

an Unrestricted Subsidiary it shall not be so required to become a Guarantor or execute a supplemental indenture); *provided*, *however*, that such Immaterial Subsidiary shall not be permitted to Guarantee the Credit Agreement or other Indebtedness of the Issuer or any other Guarantor, unless it again becomes a Guarantor.

SECTION 3.8. Limitation on Affiliate Transactions.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Issuer (an " Affiliate Transaction") involving aggregate value in excess of $40,000,000 unless:

(1) the terms of such Affiliate Transaction taken as a whole are not materially less favorable to the Issuer or such Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable transaction at the time of such transaction or the execution of the agreement providing for such transaction in arm's length dealings with a Person who is not such an Affiliate; and

(2) in the event such Affiliate Transaction involves an aggregate value in excess of $80,000,000, the terms of such transaction have been approved by a majority of the members of the Disinterested Directors.

(b) Section 3.8(a) shall not apply to:

(1) any Restricted Payment permitted to be made pursuant to Section 3.3, or any Permitted Investment;

(2) any issuance or sale of Capital Stock, options, other equity-related interests or other securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, or entering into, or maintenance of, any employment, consulting, collective bargaining or benefit plan, program, agreement or arrangement, related trust or other similar agreement and other compensation arrangements, options, warrants or other rights to purchase Capital Stock of the Issuer, any Restricted Subsidiary or any Parent Entity, restricted stock plans, long-term incentive plans, stock appreciation rights plans, participation plans or similar employee benefits or consultants' plans (including valuation, health, insurance, deferred compensation, severance, retirement, savings or similar plans, programs or arrangements) or indemnities provided on behalf of officers, employees, directors or consultants approved by the Board of Directors of Holdings, in each case in the ordinary course of business or consistent with past practice;

(3) any Management Advances and any waiver or transaction with respect thereto;

(4) any transaction between or among the Issuer and any Restricted Subsidiary (or entity that becomes a Restricted Subsidiary as a result of such transaction), or between or among Restricted Subsidiaries;

(5) the payment of compensation, fees and reimbursement of expenses to, and customary indemnities (including under customary insurance policies) and employee benefit and pension expenses provided on behalf of, directors, officers, consultants or employees of the Issuer or any Restricted Subsidiary (whether directly or indirectly and including through any Person owned or controlled by any of such directors, officers or employees);

(6) the entry into and performance of obligations of the Issuer or any of its Restricted Subsidiaries under the terms of any transaction arising out of, and any payments pursuant to or for purposes of funding, any agreement or instrument in effect as of or on the Issue Date, as these agreements and instruments may be amended, modified, supplemented, extended, renewed or refinanced from time to time in accordance with the other terms of this Section 3.8 or to the extent not more disadvantageous to the Holders in any material respect;

(7) any transaction pursuant to a Qualified Receivables Transaction;

(8) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business or consistent with past practice, which are fair to the Issuer or the relevant Restricted Subsidiary in the reasonable determination of the Board of Directors of Holdings or the senior management of the Issuer or the relevant Restricted Subsidiary, or are on terms no less favorable than those that could reasonably have been obtained at such time from an unaffiliated party;

(9) [reserved];

(10) issuances or sales of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) of the Issuer or options, warrants or other rights to acquire such Capital Stock and the granting of registration and other customary rights in connection therewith or any contribution to capital of the Issuer or any Restricted Subsidiary;

(11) the Transactions and the payment of all fees and expenses related to the Transactions;

(12) transactions in which the Issuer or any Restricted Subsidiary, as the case may be, delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Issuer or such Restricted Subsidiary from a financial point of view or meets the requirements of Section 3.8(a)(1);

(13) [reserved];

(14) any purchases by the Issuer's Affiliates of Indebtedness or Disqualified Stock of the Issuer or any of its Restricted Subsidiaries the majority of which Indebtedness or Disqualified Stock is purchased by Persons who are not the Issuer's Affiliates; *provided* that such purchases by the Issuer's Affiliates are on the same terms as such purchases by such Persons who are not the Issuer's Affiliates;

(15) payments by the Issuer (and any Parent Entity) and its Restricted Subsidiaries pursuant to any tax sharing agreements in respect of Related Taxes among the Issuer (and any such Parent Entity) and its Restricted Subsidiaries on customary terms to the extent attributable to the ownership or operation of the Issuer and its Subsidiaries; and

(16) the contribution or other transfer by Holdings, the Issuer or any Subsidiary of property owned by it to any Spinout Subsidiary in a Spinout Transaction.

SECTION 3.9. Change of Control.

(a) If a Change of Control occurs, unless the Issuer has previously or concurrently delivered a redemption notice with respect to all the outstanding Notes as described under Section 5.7 and subject to Section 3.9(c), the Issuer shall make an offer to purchase all of the Notes pursuant to the offer described below (the "Change of Control Offer") at a price in cash (the "Change of Control Payment") equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest (including any Additional Interest), if any, to but excluding the date of repurchase, subject to the right of Holders of the Notes of record on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control, the Issuer will deliver notice of such Change of Control Offer electronically or by first-class mail, with a copy to the Trustee, to each Holder of Notes at the address of such Holder appearing in the security register or otherwise in accordance with the applicable procedures of DTC, as provided for in Section 2.3, describing the transaction or transactions that constitute the Change of Control and including the following information:

(1) that a Change of Control Offer is being made pursuant to this Section 3.9, and that all Notes properly tendered pursuant to such Change of Control Offer will be accepted for payment by the Issuer;

(2) the purchase price and the purchase date, which will be no earlier than 30 days nor later than 60 days from the date such notice is delivered (the "Change of Control Payment Date");

(3) that any Note not properly tendered will remain outstanding and continue to accrue interest;

(4) that unless the Issuer defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer will cease to accrue interest, on and after the Change of Control Payment Date;

(5) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender such Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of such Notes completed (subject to any contrary procedures of DTC with respect to Global Notes), to the Paying Agent specified in the notice at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(6) that Holders will be entitled to withdraw their tendered Notes and their election to require the Issuer to purchase such Notes; *provided* that the Paying Agent receives, not later than the close of business on the second Business Day prior to the expiration date of the Change of Control Offer, a telegram, facsimile transmission or letter setting forth the name of the Holder of the Notes, the principal amount of Notes tendered for purchase, and a statement that such Holder is withdrawing its tendered Notes and its election to have such Notes purchased;

(7) that Holders whose Notes are being purchased only in part will be issued new Notes and such new Notes will be equal in principal amount to the unpurchased portion of the Notes surrendered (with the unpurchased portion of the Notes required to be equal to at least $2,000 or any integral multiple of $1,000 in excess of $2,000);

(8) if such notice is delivered prior to the occurrence of a Change of Control, stating that the Change of Control Offer is conditional on the occurrence of such Change of Control; and

(9) the other instructions, as determined by the Issuer, consistent with this Section 3.9, that a Holder must follow.

The Paying Agent will promptly deliver to each Holder of the Notes tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each such new Note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. The Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date. Any Change of Control Offer shall comply with the applicable procedures of the Depositary.

If the Change of Control Payment Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest and Additional Interest, if any, will be paid on the relevant interest payment date to the Person in whose name a Note is registered at the close of business on such record date.

(b) On the Change of Control Payment Date, the Issuer will, to the extent permitted by law,

(1) accept for payment all Notes issued by it or portions thereof properly tendered pursuant to the Change of Control Offer,

(2) deposit with the Paying Agent an amount equal to the aggregate Change of Control Payment in respect of all Notes or portions thereof so tendered, and

(3) deliver, or cause to be delivered, to the Trustee for cancellation the Notes so accepted together with an Officer's Certificate to the Trustee stating that such Notes or portions thereof have been tendered to and purchased by the Issuer and directing the Trustee to cancel such Notes.

(c) The Issuer will not be required to make a Change of Control Offer following a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer or (2) a notice of redemption of all outstanding Notes has been given pursuant to this Indenture as described under Section 5.7, unless and until there is a default in the payment of the redemption price on the applicable redemption date or the redemption is not consummated for any reason on or before the 60th day after such Change of Control. Notwithstanding anything to the contrary in this Section 3.9, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

(d) If Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Issuer, or any third party making a Change of Control Offer in lieu of the Issuer as described in this Section 3.9, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Issuer or such third party will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest (including Additional Interest, if any) to but excluding the date of redemption.

(e) The Issuer will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

SECTION 3.10. Reports.

(a) Whether or not required by the SEC, so long as any Notes are outstanding, if not filed electronically with the SEC through the SEC's Electronic Data Gathering, Analysis, and Retrieval System (or any successor system), from and after the Issue Date, the Issuer will furnish to the Trustee, within fifteen (15) days after the time periods specified below:

(1) within 90 days after the end of each fiscal year, all information that would be required to be contained in an annual report on Form 10-K, or any successor or comparable form, filed with the SEC, including a "Management's discussion and analysis of financial condition and results of operations" and a report on the annual financial statements by the Issuer's independent registered public accounting firm;

(2) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, all information that would be required to be contained in a quarterly report on Form 10-Q, or any successor or comparable form, file with the SEC; and

(3) within the time periods specified for filing current reports on Form 8-K, all current reports required to be filed with the SEC on Form 8-K (whether or not the Issuer is then required to file such reports); *provided* that no such current report will be required to be furnished if the Issuer determines in its good faith judgment that such event is not material to Holders or the business, assets, operations, financial position or prospects of the Issuer and its Restricted Subsidiaries, taken as a whole;

in each case, in a manner that complies in all material respects with the requirements specified in such form. Notwithstanding the foregoing, the Issuer will not be so obligated to file such reports with the SEC if the SEC does

not permit such filing, so long as the Issuer makes available such information to prospective purchasers of the Notes, in addition to providing such information to the Trustee and the Holders of the Notes, in each case, at the Issuer's expense and by the applicable date the Issuer would be required to file such information pursuant to the immediately preceding sentence. At any time that any of the Issuer's Subsidiaries are Unrestricted Subsidiaries, then the quarterly and annual financial information required by this Section 3.10 shall include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in "Management's Discussion and Analysis of Financial Condition and Results of Operations," of the financial condition and results of operations of the Issuer and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Issuer; *provided, however,* that such reasonably detailed presentation shall not be required if the Total Assets of all Unrestricted Subsidiaries are less than 5.0% of the Issuer's Total Assets. To the extent any such information is not so filed or furnished, as applicable, within the time periods specified above and such information is subsequently filed or furnished, as applicable, the Issuer will be deemed to have satisfied its obligations with respect thereto at such time and any Default or Event of Default with respect thereto shall be deemed to have been cured at such time; *provided* that such cure shall not otherwise affect the rights of the Holders under Section 6.1 if Holders of at least 30% in principal amount of the then total outstanding Notes have declared the principal, interest and any other monetary obligations on all the then outstanding Notes to be due and payable immediately and such declaration shall not have been rescinded or cancelled prior to such cure. In addition, to the extent not satisfied by the foregoing, the Issuer will agree that, for so long as any Notes are outstanding, it will furnish to Holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

(b) Substantially concurrently with the furnishing or making such information available to the Trustee pursuant to Section 3.10(a), the Issuer shall also post copies of such information required by Section 3.10(a) on its website.

(c) Notwithstanding any other provision of this Indenture, the sole remedy for an Event of Default relating to the failure to comply with the reporting obligations described under this Section 3.10, for the 270 days after the occurrence of such an Event of Default, consist exclusively of the right to receive additional interest on the principal amount of the Notes at a rate equal to 0.50% per annum. This additional interest shall be payable in the same manner and subject to the same terms as other interest payable under this Indenture. This additional interest will accrue on all outstanding Notes from and including the date on which an Event of Default relating to a failure to comply with the reporting obligations described in Section 3.10(a) first occurs to, but excluding, the 270th day thereafter (or such earlier date on which the Event of Default relating to such reporting obligations is cured or waived). If the Event of Default resulting from such failure to comply with the reporting obligations is continuing on such 270th day, such additional interest will cease to accrue and the Notes will be subject to the other remedies provided under Article VI.

(d) The Issuer will also hold quarterly conference calls for the Holders of the Notes to discuss financial information for the previous quarter (it being understood that such quarterly conference call may be the same conference call as with Holdings' equity investors and analysts). The conference call will be following the last day of each fiscal quarter of the Issuer and not later than ten (10) Business Days from the time that the Issuer distributes the financial information as set forth in Section 3.10(a). No fewer than two (2) days prior to the conference call, the Issuer or Holdings will issue a press release announcing the time and date of such conference call and providing instructions for Holders, securities analysts and prospective investors to obtain access to such call.

(e) Notwithstanding anything to the contrary set forth above, at any time that a Parent Entity holds no material assets other than cash, Cash Equivalents and the Capital Stock of the Issuer or any other Parent Entity (and performs the related incidental activities associated with such ownership) and complies with the requirements of Rule 3-10 of Regulation S-X promulgated by the SEC (or any successor provision), the reports, information and other documents required to be filed and furnished to holders of the Notes pursuant to this Section 3.10 may, at the option of the Issuer, be filed by and be those of such Parent Entity rather than of the Issuer; *provided*, *however*, that the issuance by a Parent Entity of any Indebtedness or Capital Stock shall not be deemed to prevent the Issuer from exercising its option described in this Section 3.10(e) to file and furnish reports, information and other documents of a Parent Entity to satisfy the requirements of this Section 3.10.

(f) Delivery under this Section 3.10 of reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer's Certificates).

(g) In addition, the Issuer shall furnish to the Holders and prospective investors, upon request, any information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act so long as the Notes are not freely transferrable under the Securities Act.

SECTION 3.11. Maintenance of Office or Agency.

The Issuer will maintain an office or agency where the Notes will be payable at the office or agency of the Issuer maintained for such purpose and where, if applicable, the Notes may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be delivered. The Corporate Trust Office of the Trustee, which initially shall be located at Regions Bank, Corporate Trust Services 315 Deaderick Street, 4th Floor, Nashville, TN 37238, Attention: CHS, shall be such office or agency of the Issuer unless the Issuer shall designate and maintain some other office or agency for one or more of such purposes. The Issuer will give prompt written notice to the Trustee of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations and surrenders may be made at the Corporate Trust Office of the Trustee, and the Issuer hereby appoints the Trustee as its agent to receive all such presentations and surrenders.

The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind any such designation. The Issuer will give prompt written notice to the Trustee of any such designation or rescission and any change in the location of any such other office or agency.

SECTION 3.12. Corporate Existence. Except as otherwise provided in this Article III, Article IV and Section 10.2(b), the Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and the corporate, partnership, limited liability company or other existence of each Restricted Subsidiary and the rights (charter and statutory), licenses and franchises of the Issuer and each Restricted Subsidiary; *provided*, *however*, that the Issuer shall not be required to preserve any such right, license or franchise or the corporate, partnership, limited liability company or other existence of any Restricted Subsidiary if the respective Board of Directors or, with respect to a Restricted Subsidiary that is not a Significant Subsidiary (or group of Restricted Subsidiaries that taken together would not be a Significant Subsidiary), senior management of the Issuer determines that the preservation thereof is no longer desirable in the conduct of the business of the Issuer and each of its Restricted Subsidiaries, taken as a whole, and that the loss thereof is not, and will not be, disadvantageous in any material respect to the Holders.

SECTION 3.13. Payment of Taxes. The Issuer shall pay or discharge or cause to be paid or discharged, before the same shall become delinquent, all material taxes, assessments and governmental charges levied or imposed upon the Issuer or any Subsidiary; *provided*, *however*, that the Issuer shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim the amount, applicability or validity of which is being contested in good faith by appropriate proceedings and for which appropriate reserves, if necessary (in the good faith judgment of management of the Issuer), are being maintained in accordance with GAAP or where the failure to effect such payment will not be disadvantageous in any material respect to the Holders.

SECTION 3.14. Compliance Certificate. The Issuer shall deliver to the Trustee within 120 days after the end of each fiscal year of the Issuer an Officer's Certificate, signed by the Chief Executive Officer, Chief Financial Officer or the Treasurer of the Issuer, stating that in the course of the performance by the signer of his or her duties as an Officer of the Issuer he or she would normally have knowledge of any Default or Event of Default and whether or not the signer knows of any Default or Event of Default that occurred during the previous fiscal year; *provided* that no such Officer's Certificate shall be required for any fiscal year ended prior to the Issue Date. If such Officer does have such knowledge, the certificate shall describe the Default or Event of Default, its status and the action the Issuer is taking or proposes to take with respect thereto. The Issuer also shall comply with Section 314(a)(4) of the Trust Indenture Act.

SECTION 3.15. Further Instruments and Acts. Upon request of the Trustee or as necessary to comply with future developments or requirements, the Issuer will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

SECTION 3.16. Statement by Officers as to Default. The Issuer shall deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any events of which it is aware which would constitute a Default or Event of Default, their status and what action the Issuer is taking or proposes to take in respect thereof.

SECTION 3.17. Suspension of Certain Covenants and Release of Guarantees on Achievement of Investment Grade Status .

(a) Following the first day after the Issue Date that: (1) the Notes have achieved Investment Grade Status; and (2) no Default or Event of Default has occurred and is continuing under this Indenture, then, beginning on that day and continuing until the Reversion Date (as defined below), the Note Guarantees shall be released and the Issuer and its Restricted Subsidiaries will not be subject to Sections 3.2, 3.3, 3.4, 3.5, 3.7, 3.8 and 4.1(a)(3) (collectively, the "Suspended Covenants").

(b) If at any time the Notes cease to have such Investment Grade Status or if a Default or Event of Default occurs and is continuing, then the Suspended Covenants and the Note Guarantees will thereafter be reinstated and, with respect to the Suspended Covenants, as if such covenants had never been suspended (the "Reversion Date") and be applicable pursuant to the terms of this Indenture (including in connection with performing any calculation or assessment to determine compliance with the terms of this Indenture), unless and until the Notes subsequently attain Investment Grade Status and no Default or Event of Default is in existence (in which event the Suspended Covenants and the Note Guarantees shall no longer be in effect for such time that the Notes maintain an Investment Grade Status and no Default or Event of Default is in existence); *provided*, *however*, that no Default, Event of Default or breach of any kind shall be deemed to exist under this Indenture, the Registration Rights Agreement, the Notes or the Note Guarantees with respect to the Suspended Covenants based on, and none of the Issuer or any of its Subsidiaries shall bear any liability for, any actions taken or events occurring during the Suspension Period (as defined below), or any actions taken at any time pursuant to any contractual obligation arising prior to the Reversion Date, regardless of whether such actions or events would have been permitted if the applicable Suspended Covenants remained in effect during such period. The period of time between the date of suspension of the covenants and the Reversion Date is referred to as the " Suspension Period."

(c) On the Reversion Date, all Indebtedness Incurred during the Suspension Period will be classified to have been Incurred pursuant to Section 3.2(a) or one of the clauses set forth in Section 3.2(b) (to the extent such Indebtedness would be permitted to be Incurred thereunder as of the Reversion Date and after giving effect to the Indebtedness Incurred prior to the Suspension Period and outstanding on the Reversion Date). To the extent such Indebtedness would not be so permitted to be Incurred pursuant to Section 3.2(a) or (b), such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under Section 3.2(b)(4)(iii). Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under Section 3.3 will be made as though Section 3.3 had been in effect since the Issue Date and throughout the Suspension Period; *provided*, *however*, that, no Subsidiaries may be designated as Unrestricted Subsidiaries during the Suspension Period, unless such designation would have complied with Section 3.3 as if such Section would have been in effect during such period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under Section 3.3(a).

(d) The Trustee shall have no duty to monitor the ratings of the Notes, shall not be deemed to have any knowledge of the ratings of the Notes and shall have no duty to notify Holders of the suspension of the Suspended Covenants or the occurrence of the Reversion Date.

SECTION 3.18. Designation of Restricted and Unrestricted Subsidiaries .

(a) The Board of Directors of the Issuer may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate fair market value of all outstanding Investments owned by the Issuer and its Restricted Subsidiaries in the Subsidiary designated as an Unrestricted Subsidiary will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under Section 3.3 or under one or more clauses of the definition of Permitted Investments, as determined by the Issuer. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

(b) Any designation of a Subsidiary of the Issuer as an Unrestricted Subsidiary will be evidenced to the Trustee by filing with the Trustee a resolution of the Board of Directors of the Issuer giving effect to such designation and an Officer's Certificate certifying that such designation complies with the preceding conditions and was permitted by Section 3.3. If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of this Indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of the Issuer as of such date and, if such Indebtedness is not permitted to be incurred as of such date under Section 3.2, the Issuer will be in default of Section 3.2.

(c) The Board of Directors of the Issuer may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary of the Issuer; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Issuer of any outstanding Indebtedness of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness is permitted under Section 3.2 calculated on a pro forma basis as if such designation had occurred at the beginning of the applicable reference period; and (2) no Default or Event of Default would be in existence following such designation. Any such designation by the Board of Directors of the Issuer shall be evidenced to the Trustee by filing with the Trustee a certified copy of a resolution of the Board of Directors of the Issuer giving effect to such designation and an Officer's Certificate certifying that such designation complies with the preceding conditions.

SECTION 3.19. Limitation on Sale and Leaseback Transactions.

(a) The Issuer will not, and will not permit any Restricted Subsidiary to, enter into any Sale and Leaseback Transaction with respect to any property unless:

(1) the Issuer or such Restricted Subsidiary would be entitled to (i) Incur Indebtedness in an amount equal to the Attributable Debt with respect to such Sale and Leaseback Transaction pursuant to Section 3.2 and (ii) create a Lien on such property securing such Attributable Debt without equally and ratably securing the Notes pursuant to Section 3.6.

(2) the net proceeds received by the Issuer or any Restricted Subsidiary in connection with such Sale and Leaseback Transaction are at least equal to the fair market value (as determined by the Board of Directors of Holdings) of such property; and

(3) the Issuer applies the proceeds of such transaction in compliance with Section 3.5.

SECTION 3.20. Limitations on Activities of the Issuer Prior to the Escrow Merger Prior to the Escrow Merger, the Issuer's activities shall be restricted to (i) issuing the Notes and the Secured Notes, (ii) issuing equity interests to, and receiving capital contributions from, Finco, Holdings or any of their respective Subsidiaries, (iii) performing its obligations in respect of the Notes and the Secured Notes under the this Indenture and the indenture governing the Secured Notes, (iv) consummating the Escrow Merger, and (v) conducting such other activities as are necessary or appropriate to carry out, or are incidental or related to, the activities described above. Prior to the Escrow Merger, the Issuer will not Incur any Indebtedness other than the Secured Notes and the Notes, or own, hold or otherwise have any interest in any assets other than cash.

## ARTICLE IV

## SUCCESSOR ISSUER; SUCCESSOR PERSON

SECTION 4.1. Merger and Consolidation.

(a) Except for the Escrow Merger (which is explicitly permitted by this Indenture notwithstanding anything to the contrary herein), the Issuer will not consolidate with or merge with or into or convey, transfer or lease all or substantially all its assets, in one or more related transactions, to any Person, unless:

(1) the resulting, surviving or transferee Person (the "Successor Company") will be a Person organized and existing under the laws of the United States of America, any State of the United States or the District of Columbia and the Successor Company (if not the Issuer) will expressly assume, by supplemental indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, all the obligations of the Issuer under the Notes and this Indenture and if such Successor Company is not a corporation, a co-obligor of the Notes is a corporation organized or existing under such laws;

(2) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the applicable Successor Company or any Subsidiary of the applicable Successor Company as a result of such transaction as having been Incurred by the applicable Successor Company or such Subsidiary at the time of such transaction), no Default or Event of Default shall have occurred and be continuing;

(3) immediately after giving effect to such transaction, either (i) the applicable Successor Company would be able to Incur at least an additional $1.00 of Indebtedness pursuant to Section 3.2(a) or (ii) the Fixed Charge Coverage Ratio would not be lower than it was immediately prior to giving effect to such transaction; and

(4) the Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with this Indenture and an Opinion of Counsel stating that such supplemental indenture (if any) has been duly authorized, executed and delivered and is a legal, valid and binding agreement enforceable against the applicable Successor Company (in each case, in form satisfactory to the Trustee); *provided* that in giving an Opinion of Counsel, counsel may rely on an Officer's Certificate as to any matters of fact, including as to satisfaction of Section 4.1(a)(2) and (3).

(b) For purposes of this Section 4.1, the sale, lease, conveyance, assignment, transfer, or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Issuer, which properties and assets, if held by the Issuer instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Issuer on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Issuer.

(c) The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Note Documents, but in the case of a lease of all or substantially all its assets, the predecessor company will not be released from its obligations under the Note Documents.

(d) Notwithstanding Section 4.1(a)(2), (3) and (4) (which do not apply to transactions referred to in this sentence), (i) any Restricted Subsidiary of the Issuer may consolidate or otherwise combine with, merge into or transfer all or part of its properties and assets to the Issuer. Notwithstanding Sections 4.1(a)(2) and (3) (which do not apply to the transactions referred to in this sentence), the Issuer may consolidate or otherwise combine with or merge into an Affiliate incorporated or organized for the purpose of changing the legal domicile of the Issuer, reincorporating the Issuer in another jurisdiction, or changing the legal form of the Issuer.

(e) No Guarantor may:

(1) consolidate with or merge with or into any Person, or

(2) sell, convey, transfer or dispose of, all or substantially all its assets, in one transaction or a series of related transactions, to any Person, or

(3) permit any Person to merge with or into the Guarantor, unless:

(i) the other Person is the Issuer or any Restricted Subsidiary that is a Guarantor or becomes a Guarantor concurrently with the transaction; or

(ii) (A) either (x) a Guarantor is the continuing Person or (y) the resulting, surviving or transferee Person expressly assumes all of the obligations of the Guarantor under its Guarantee of the Notes and this Indenture; and

(B) immediately after giving effect to the transaction, no Default has occurred and is continuing; or

(iii) the transaction constitutes a sale or other disposition (including by way of consolidation or merger) of a Subsidiary Guarantor or the sale or disposition of all or substantially all the assets of a Subsidiary Guarantor (in each case other than to the Issuer or a Restricted Subsidiary) otherwise permitted by this Indenture.

SECTION 4.2. Assumption Supplemental Indenture.

(a) Immediately upon the consummation of the Escrow Merger, Finco and the guarantors named in Schedule B-1 or B-2 to the Purchase Agreement shall execute and deliver to the Trustee the Assumption Supplemental Indenture.

## ARTICLE V

## REDEMPTION OF NOTES

SECTION 5.1. Notices to Trustee. If the Issuer elects to redeem Notes pursuant to the optional redemption provisions of Section 5.7, it must furnish to the Trustee, at least 30 days but not more than 60 days before a redemption date, an Officer's Certificate setting forth:

(1) the clause of this Indenture pursuant to which the redemption shall occur;

(2) the redemption date;

(3) the principal amount of Notes to be redeemed; and

(4) the redemption price.

Any optional redemption referenced in such Officer's Certificate may be cancelled by the Issuer at any time prior to notice of redemption being sent to any Holder and thereafter shall be null and void.

SECTION 5.2. Selection of Notes to Be Redeemed or Purchased. If less than all of the Notes are to be redeemed at any time, the Trustee will select the Notes for redemption in compliance with the requirements of the principal securities exchange, if any, on which the Notes are listed, as certified to the Trustee by the Issuer, and in compliance with the applicable requirements of DTC, or if the Notes are not so listed or such exchange prescribes no method of selection and the Notes are not held through DTC or DTC prescribes no method of selection, on a pro rata basis, subject to adjustments so that no Note in an unauthorized denomination is redeemed in part; *provided*, *however*, that no Note of $2,000 in aggregate principal amount or less will be redeemed in part.

SECTION 5.3. Notice of Redemption.

(a) Notices of redemption will be delivered electronically or mailed by first-class mail at least 30 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at the address of such Holder appearing in the security register or otherwise in accordance with the applicable procedures of DTC, except that redemption notices may be delivered electronically or mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Indenture pursuant to Article VIII or XI.

The notice will identify the Notes (including the CUSIP or ISIN number) to be redeemed and will state:

(1) the redemption date;

(2) the redemption price;

(3) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion will be issued upon cancellation of the original Note;

(4) the name and address of the Paying Agent;

(5) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(6) that, unless the Issuer defaults in making such redemption payment, interest and Additional Interest, if any, on Notes called for redemption cease to accrue on and after the redemption date;

(7) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed; and

(8) that no representation is made as to the correctness or accuracy of the CUSIP or ISIN number listed in such notice or printed on the Notes.

(b) If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount thereof to be redeemed, in which case a portion of the original Note will be issued in the name of the Holder thereof upon cancellation of the original Note. In the case of a Global Note, an appropriate notation shall be made on such Note to decrease the principal amount thereof to an amount equal to the unredeemed portion thereof. Subject to the terms of the applicable redemption notice (including any conditions contained therein), Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, unless the Issuer defaults in the payment of the redemption price, interest ceases to accrue on Notes or portions of them called for redemption.

(c) For Notes which are represented by global certificates held on behalf of DTC, notices may be given by delivery of the relevant notices to DTC, in accordance with their procedures for communication to entitled account holders in substitution for the aforesaid electronic delivery or first-class mailing.

(d) At the Issuer's request, the Trustee shall give the notice of redemption in the Issuer's name and at the Issuer's expense. In such event, the Issuer shall provide the Trustee with an Officer's Certificate containing the information required by this Section 5.3 at least five (5) Business Days prior to the date on which the Issuer instructs the Trustee to send the notice (or such shorter period as the Trustee may agree).

SECTION 5.4. Effect of Notice of Redemption. Subject to the following sentence, once notice of redemption is sent in accordance with Section 5.3, Notes called for redemption become irrevocably due and payable on the redemption date at the redemption price. Any optional redemption may, at the Issuer's option and discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an Equity Offering in the case of a redemption related to an Equity Offering.

SECTION 5.5. Deposit of Redemption or Purchase Price. Prior to 10:00 a.m., New York City time, on the redemption or purchase date, the Issuer will deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption or purchase price of and accrued interest, if any, on, all Notes to be redeemed or purchased on that date. The Trustee or the Paying Agent will promptly return to the Issuer any money deposited with the Trustee or the Paying Agent by the Issuer in excess of the amounts necessary to pay the redemption or purchase price of, and accrued interest, if any, on, all Notes to be redeemed or purchased.

If the Issuer complies with the provisions of the preceding paragraph, on and after the redemption or purchase date, interest and Additional Interest, if any, will cease to accrue on the Notes or the portions of Notes called for redemption or purchase. If a Note is redeemed or purchased on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest (and Additional Interest, if any) shall be paid to the Person in whose name such Note was registered at the close of business on such record date, and no other interest will be payable to Holders whose Notes will be subject to redemption by the Issuer. If any Note called for redemption or purchase is not so paid upon surrender for redemption or purchase because of the failure of the Issuer to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption or purchase date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 3.1.

SECTION 5.6. Notes Redeemed or Purchased in Part. Upon surrender of a Note that is redeemed or purchased in part, the Issuer will issue and, upon receipt of an Issuer Order, the Trustee will authenticate for the Holder at the expense of the Issuer a new Note equal in principal amount to the unredeemed or unpurchased portion of the Note surrendered; *provided*, that each such new Note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof.

SECTION 5.7. Optional Redemption.

(a) Except as set forth in Sections 5.7(b), (c) and (d), the Notes are not redeemable at the option of the Issuer.

(b) At any time and from time to time on or after the Escrow Release Date and prior to February 1, 2018, the Issuer may redeem the Notes in whole or in part, at its option, upon not less than 30 nor more than 60 days' prior notice at a redemption price equal to 100% of the principal amount of the Notes to be redeemed plus the Applicable Premium as of, and accrued and unpaid interest (including any Additional Interest), if any, to the redemption date.

(c) At any time and from time to time on or after February 1, 2018, the Issuer may redeem the Notes in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the percentage of principal amount set forth below plus accrued and unpaid interest (including any Additional Interest), if any, on the Notes redeemed, to the applicable date of redemption, if redeemed during the twelve-month period beginning on February 1 of the years indicated below:

| Year | Percentage |
|---|---|
| 2018 | 103.438% |
| 2019 | 101.719% |
| 2020 and thereafter | 100.000% |

(d) At any time and from time to time on or after the Issue Date and prior to February 1, 2017, the Issuer may redeem Notes with the net cash proceeds received by the Issuer from any Equity Offering (other than Excluded Contributions) at a redemption price (expressed as a percentage of principal amount) equal to 106.875 % plus accrued and unpaid interest (including any Additional Interest), if any, to the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the original aggregate principal amount of the Notes (including Additional Notes); *provided* that:

(1) in each case the redemption takes place not later than 180 days after the closing of the related Equity Offering, and

(2) not less than 50% of the original aggregate principal amount of the Notes issued under this Indenture remains outstanding immediately thereafter (excluding Notes held by the Issuer or any of its Restricted Subsidiaries).

(f) Any redemption pursuant to this Section 5.7 shall be made pursuant to the provisions of Sections 5.1 through 5.6.

SECTION 5.8. Mandatory Redemption. The Issuer is not required to make mandatory redemption or sinking fund payments with respect to the Notes; *provided* however, that under certain circumstances, the Issuer may be required to offer to purchase Notes under Section 3.5 and Section 3.9. The Issuer may at any time and from time to time purchase Notes in the open market or otherwise.

## ARTICLE VI

## DEFAULTS AND REMEDIES

SECTION 6.1. Events of Default.

(a) Each of the following is an "Event of Default":

(1) default in any payment of interest, or Additional Interest, if any, on any Note when due and payable, continued for 30 days;

(2) default in the payment of the principal amount of or premium, if any, on any Note issued under this Indenture when due at its Stated Maturity, upon optional redemption, mandatory redemption, upon required repurchase, upon declaration or otherwise;

(3) the failure by the Issuer or Holdings to comply with its obligations under Article IV or Section 3.20.

(4) failure by the Issuer or any Guarantor to comply for 60 days after written notice by the Trustee on behalf of the Holders or by the Holders of 30% in principal amount of the outstanding Notes with any other agreement or obligation contained in the Notes or this Indenture;

(5) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Issuer or any of its Restricted Subsidiaries (or the payment of which is Guaranteed by the Issuer any of its Restricted Subsidiaries) other than Indebtedness owed to the Issuer or a Restricted Subsidiary whether such Indebtedness or Guarantee now exists, or is created after the date hereof, which default:

(A) is caused by a failure to pay principal of such Indebtedness, at its stated final maturity (after giving effect to any applicable grace periods) provided in such Indebtedness; or

(B) results in the acceleration of such Indebtedness prior to its stated final maturity;

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a payment default or the maturity of which has been so accelerated, aggregates $150,000,000 or more;

(6) Holdings, the Issuer or a Significant Subsidiary or group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case or proceeding;

(B) consents to the entry of an order for relief against it in an involuntary case or proceeding;

(C) consents to the appointment of a Custodian of it or for substantially all of its property;

(D) makes a general assignment for the benefit of its creditors;

(E) consents to or acquiesces in the institution of a bankruptcy or an insolvency proceeding against it; or

(F) takes any comparable action under any foreign laws relating to insolvency;

(7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against Holdings, the Issuer or a Significant Subsidiary or group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries) would constitute a Significant Subsidiary in an involuntary case;

(B) appoints a Custodian of Holdings, the Issuer or a Significant Subsidiary or group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries) would constitute a Significant Subsidiary, for substantially all of its property;

(C) orders the winding up or liquidation of Holdings, the Issuer or a Significant Subsidiary or group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries), would constitute a Significant Subsidiary; or

(D) or any similar relief is granted under any foreign laws and the order, decree or relief remains unstayed and in effect for 60 consecutive days;

(8) failure by the Issuer or any Significant Subsidiary (or group of Restricted Subsidiaries that together (as of the latest audited consolidated financial statements for the Issuer and its Restricted Subsidiaries) would constitute a Significant Subsidiary) to pay final judgments aggregating in excess of $150,000,000 (other than any judgments covered by indemnities provided by, or insurance policies issued by, reputable and creditworthy companies), which final judgments remain unpaid, undischarged and

unstayed for a period of more than 60 days after such judgment becomes final, and in the event such judgment is covered by an indemnity or insurance as aforesaid, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed; or

(9) any Guarantee of the Notes ceases to be in full force and effect, other than in accordance with the terms of this Indenture, or a Guarantor denies or disaffirms its obligations under its Guarantee of the Notes, other than in accordance with the terms thereof or upon release of such Note Guarantee in accordance with this Indenture or, without limiting Section 6.1(a)(6) or (7), in connection with the bankruptcy of a Subsidiary Guarantor, so long as the aggregate assets of such Subsidiary Guarantor and any other Subsidiary Guarantor whose Note Guarantee ceased to be in full force and effect as a result of a bankruptcy are less than $150,000,000.

(b) Notwithstanding the foregoing, a Default under Section 6.1(a)(4) will not constitute an Event of Default until the Trustee or the Holders of 30% in principal amount of the outstanding Notes notify the Issuer of the default and the Issuer does not cure such default within the time specified in Section 6.1(a)(4) after receipt of such notice.

SECTION 6.2. Acceleration.

(a) If an Event of Default (other than an Event of Default described in Section 6.1(a)(6) or (7) with respect to Holdings or the Issuer) occurs and is continuing, the Trustee by written notice to the Issuer (or the Holders of at least 30% in principal amount of the outstanding Notes by written notice to the Issuer and the Trustee), may declare the principal of and accrued and unpaid interest, including Additional Interest, if any, on all the Notes to be due and payable. Upon such a declaration, such principal and accrued and unpaid interest, including Additional Interest, if any, will be due and payable immediately.

(b) In the event of a declaration of acceleration of the Notes because an Event of Default described in clause Section 6.1(a)(5) has occurred and is continuing, the declaration of acceleration of the Notes shall be automatically annulled if:

(1) the event of default or payment default triggering such Event of Default pursuant to Section 6.1(a)(5) shall be remedied or cured, or waived by the holders of the Indebtedness, or the Indebtedness that gave rise to such Event of Default shall have been discharged in full, in each case, within 30 days after the declaration of acceleration with respect thereto;

(2) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction; and

(3) all existing Events of Default, except nonpayment of principal or interest, including Additional Interest, if any, on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived.

(c) If an Event of Default described in Section 6.1(a)(6) or (7) with respect to Holdings or the Issuer occurs and is continuing, the principal of, and accrued and unpaid interest, including Additional Interest, if any, on all the Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders.

(d) (i) If a Default for a failure to report or failure to deliver a required certificate in connection with another Default (the " Initial Default") occurs, then at the time such Initial Default is cured, such Default for a failure to report or failure to deliver a required certificate in connection with another Default that resulted solely because of that Initial Default shall also be cured without any further action and (ii) any Default or Event of Default for the failure to comply with the time periods prescribed under Section 3.10, or otherwise to deliver any notice or certificate pursuant to any other provision of this Indenture shall be deemed to be cured upon the delivery of any such report required by said provision or such notice or certificate, as applicable, even though such delivery is not within the prescribed period specified herein.

SECTION 6.3. Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy by proceeding at law or in equity to collect the payment of principal of, or premium, if any, or interest, including Additional Interest, if any, on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

SECTION 6.4. Waiver of Past Defaults. The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may, on behalf of all of the Holders, (a) waive, by their consent (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), all past or existing Defaults or Events of Default and its consequences under this Indenture except (i) a Default or Event of Default in the payment of the principal of, or premium, if any, or interest (including Additional Interest), if any, on a Note or (ii) a Default or Event of Default in respect of a provision that under Section 9.2 cannot be amended without the consent of each Holder affected and (b) rescind any acceleration with respect to the Notes and its consequences if (1) such rescission would not conflict with any judgment or decree of a court of competent jurisdiction, (2) all existing Events of Default have been cured or waived except nonpayment of principal, premium, if any, or interest or Additional Interest, if any, that has become due solely because of the acceleration, (3) to the extent the payment of such interest is lawful, interest on overdue installments of interest or Additional Interest, if any, premium, if any, and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid, (4) the Issuer has paid the Trustee its compensation and reimbursed the Trustee for its reasonable expenses, disbursements and advances and (5) in the event of the cure or waiver of an Event of Default of the type described in clause (4) of Section 6.1, the Trustee shall have received an Officer's Certificate and an Opinion of Counsel stating that such Event of Default has been cured or waived. No such rescission shall affect any subsequent Default or impair any right consequent thereto. When a Default or Event of Default is waived, it is deemed cured, but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any consequent right.

SECTION 6.5. Control by Majority. The Holders of a majority in principal amount of the outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee of exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or the Notes or, subject to Sections 7.1 and 7.2, that the Trustee determines is unduly prejudicial to the rights of other Holders (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not any actions are unduly prejudicial to such Holders) or would involve the Trustee in personal liability; *provided*, *however*, that the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction. Prior to taking any such action hereunder, the Trustee shall be entitled to indemnification satisfactory to it against all fees, losses and expenses (including attorney's fees and expenses) that may be caused by taking or not taking such action.

SECTION 6.6. Limitation on Suits. If an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under this Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity or security satisfactory to the Trustee against any loss, liability or expense. Except to enforce the right to receive payment of principal or interest when due (including Additional Interest, if any), no Holder may pursue any remedy with respect to this Indenture or the Notes unless:

(1) such Holder has previously given the Trustee written notice that an Event of Default is continuing;

(2) Holders of at least 30% in principal amount of the outstanding Notes have requested in writing the Trustee to pursue the remedy;

(3) such Holders have offered in writing the Trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense;

(4) the Trustee has not complied with such request within 60 days after the receipt of the written request and the offer of security or indemnity; and

(5) the Holders of a majority in principal amount of the outstanding Notes have not given the Trustee a written direction that, in the opinion of the Trustee, is inconsistent with such request within such 60-day period.

SECTION 6.7. Rights of Holders to Receive Payment. Notwithstanding any other provision of this Indenture (including, without limitation, Section 6.6), the right of any Holder to receive payment of principal of, premium, if any, or interest, including Additional Interest, if any, on the Notes held by such Holder, on or after the respective due dates expressed or provided for in the Notes, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 6.8. Collection Suit by Trustee. If an Event of Default specified in Section 6.1(a)(1) or (2) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Issuer for the whole amount then due and owing (together with interest on any unpaid interest and Additional Interest, if any, to the extent lawful) and the amounts provided for in Section 7.7.

SECTION 6.9. Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders allowed in any judicial proceedings relative to Holdings, the Issuer, its Subsidiaries or its or their respective creditors or properties and, unless prohibited by law or applicable regulations, may be entitled and empowered to participate as a member of any official committee of creditors appointed in such matter and may vote on behalf of the Holders in any election of a trustee in bankruptcy or other Person performing similar functions, and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 7.7.

No provision of this Indenture shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 6.10. Priorities.

(a) If the Trustee collects any money or property pursuant to this Article VI it shall pay out the money or property in the following order:

FIRST: to the Trustee for amounts due to it under Section 7.7;

SECOND: to Holders for amounts due and unpaid on the Notes for principal of, or premium, if any, and interest and Additional Interest, if any, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal of, or premium, if any, and interest (including Additional Interest, if any,), respectively; and

THIRD: to the Issuer, or to the extent the Trustee collects any amount from any Guarantor, to such Guarantor.

(b) The Trustee may fix a record date and payment date for any payment to Holders pursuant to this Section 6.10. At least fifteen (15) days before such record date, the Issuer shall send or cause to be sent to each Holder and the Trustee a notice that states the record date, the payment date and amount to be paid.

SECTION 6.11. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by the Issuer, a suit by a Holder pursuant to Section 6.7 or a suit by Holders of more than 10% in outstanding principal amount of the Notes.

## ARTICLE VII

## TRUSTEE

SECTION 7.1. Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent Person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth as duties of the Trustee in this Indenture or the Notes, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates, opinions or orders furnished to the Trustee and conforming to the requirements of this Indenture or the Notes, as the case may be. However, in the case of any such certificates or opinions which by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall examine such certificates and opinions to determine whether or not they conform to the requirements of this Indenture or the Notes, as the case may be (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liability for its own grossly negligent action, its own grossly negligent failure to act or its own willful misconduct, except that:

(1) this Section 7.1(c) does not limit the effect of Section 7.1(b);

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.5; and

(4) no provision of this Indenture or the Notes shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or thereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to clauses (a), (b) and (c) of this Section 7.1.

(e) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer.

(f) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 7.1 and to the provisions of the Trust Indenture Act.

SECTION 7.2. Rights of Trustee. Subject to Section 7.1:

(a) The Trustee may conclusively rely on and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document (whether in its original or facsimile form) reasonably believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document. The Trustee shall receive and retain financial reports and statements of the Issuer as provided herein, but shall have no duty to review or analyze such reports or statements to determine compliance with covenants or other obligations of the Issuer.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate and/or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on an Officer's Certificate or Opinion of Counsel.

(c) The Trustee may execute any of the trusts and powers hereunder or perform any duties hereunder either directly or by or through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent or attorney appointed with due care by it hereunder.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within its rights or powers conferred upon it by this Indenture.

(e) The Trustee may consult with counsel of its selection, and the advice or opinion of counsel relating to this Indenture or the Notes shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it hereunder or under the Notes in good faith and in reliance on the advice or opinion of such counsel.

(f) The Trustee shall not be deemed to have notice of any Default or Event of Default or whether any entity or group of entities constitutes a Significant Subsidiary unless a Trust Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default or of any such Significant Subsidiary is received by the Trustee at the Corporate Trust Office of the Trustee specified in Section 3.11, and such notice references the Notes and this Indenture.

(g) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other Person employed to act hereunder.

(h) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or the Notes at the request, order or direction of any of the Holders pursuant to the provisions of this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which may be incurred therein or thereby.

(i) The Trustee shall not be deemed to have knowledge of any fact or matter unless such fact or matter is actually known to a Trust Officer of the Trustee.

(j) Whenever in the administration of this Indenture or the Notes the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder or thereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith or willful misconduct on its part, conclusively rely upon an Officer's Certificate.

(k) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine, during business hours and upon reasonable notice, the books, records and premises of the Issuer and the Restricted Subsidiaries, personally or by agent or attorney at the sole cost of the Issuer and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(l) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(m) The Trustee may request that the Issuer deliver an Officer's Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture or the Notes.

(n) In no event shall the Trustee be liable to any Person for special, punitive, indirect, consequential or incidental loss or damage of any kind whatsoever (including, but not limited to, lost profits), even if the Trustee has been advised of the likelihood of such loss or damage.

(o) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer shall be sufficient if signed by one Officer of the Issuer

SECTION 7.3. Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer, Guarantors or their Affiliates with the same rights it would have if it were not Trustee. Any Paying Agent, Registrar, co-registrar or co-paying agent may do the same with like rights. However, the Trustee must comply with Sections 7.10 and 7.11. In addition, the Trustee shall be permitted to engage in transactions with the Issuer; *provided*, *however*, that if the Trustee acquires any conflicting interest under the Trust Indenture Act, the Trustee must (i) eliminate such conflict within 90 days of acquiring such conflicting interest, (ii) apply to the SEC for permission to continue acting as Trustee or (iii) resign.

SECTION 7.4. Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, shall not be accountable for the Issuer's use of the proceeds from the sale of the Notes, shall not be responsible for the use or application of any money received by any Paying Agent (other than the Trustee to the extent the Trustee is the Paying Agent) or any money paid to the Issuer pursuant to the terms of this Indenture and shall not be responsible for any statement of the Issuer in this Indenture or in any document issued in connection with the sale of the Notes or in the Notes (other than, in the case of the Trustee, the Trustee's certificate of authentication).

SECTION 7.5. Notice of Defaults. If a Default or Event of Default occurs and is continuing and the Trustee is informed of such occurrence by the Issuer, the Trustee must give notice of the Default or Event of Default to the Holders within 60 days after being notified by the Issuer. Except in the case of a Default or Event of Default in payment of principal of, or premium, if any, or interest or Additional Interest, if any, on any Note, the Trustee may withhold notice if and so long as the Trustee in good faith determines that withholding notice is in the interests of the Holders.

SECTION 7.6. Reports by Trustee to Holders. Within 60 days after each December 31 beginning December 31, 2014, the Trustee shall mail to each Holder a brief report dated as of such December 31 that complies with Section 313(a) of the Trust Indenture Act if and to the extent required thereby. The Trustee also shall comply with Section 313(c) of the Trust Indenture Act.

A copy of each report at the time of its mailing to Holders shall be filed with the SEC and each stock exchange (if any) on which the Notes are listed. The Issuer agrees to notify the Trustee promptly in writing whenever the Notes become listed on any stock exchange and of any delisting thereof and the Trustee shall comply with Section 313(d) of the Trust Indenture Act.

SECTION 7.7. Compensation and Indemnity. The Issuer shall pay to the Trustee from time to time compensation for its services hereunder and under the Notes as the Issuer and the Trustee shall from time to time agree in writing. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred or made by it, including, but not limited to, costs of collection, costs of preparing reports, certificates and other documents, costs of preparation and mailing of notices to Holders. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the agents, counsel, accountants and experts of the Trustee. The Issuer shall indemnify the Trustee against any and all fees, loss, liability, damages, claims or expense, including taxes (other than taxes based upon the income of the Trustee) (including reasonable attorneys' and agents' fees and expenses) incurred by it without willful misconduct or gross negligence, as determined by a court of competent jurisdiction, on its part in connection with the administration of this trust and the performance of its duties hereunder and under the Notes, including the fees, costs and expenses of enforcing this Indenture (including this Section 7.7) and the Notes and of defending itself against any claims (whether asserted by any Holder, the Issuer or otherwise). The Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity of which it has received written notice. Failure by the Trustee to so notify the Issuer shall not relieve the Issuer of its obligations hereunder. The Issuer shall defend the claim and the Trustee shall provide reasonable cooperation at the Issuer's expense in the defense. The Trustee may have separate counsel and the Issuer shall pay the reasonable fees and expenses of such counsel.

To secure the Issuer's payment obligations in this Section 7.7, the Trustee shall have a lien prior to the Notes on all money or property held or collected by the Trustee. Such lien shall survive the satisfaction and discharge of this Indenture. The Trustee's respective right to receive payment of any amounts due under this Section 7.7 shall not be subordinate to any other liability or Indebtedness of the Issuer.

The Issuer's payment obligations pursuant to this Section 7.7 shall survive the discharge of this Indenture and the resignation or removal of the Trustee. Without prejudice to any other rights available to the Trustee under applicable law, when the Trustee incurs fees, expenses or renders services after the occurrence of a Default specified in Section 6.1(a)(6) or (a)(7), the fees and expenses (including the reasonable fees and expenses of its counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

SECTION 7.8. Replacement of Trustee. The Trustee may resign at any time by so notifying the Issuer in writing not less than 30 days prior to the effective date of such resignation. The Holders of a majority in principal amount of the Notes may remove the Trustee by so notifying the removed Trustee in writing not less than 30 days prior to the effective date of such removal and may appoint a successor Trustee with the Issuer's written consent, which consent will not be unreasonably withheld. The Issuer shall remove the Trustee (and any Holder that has been a bona fide Holder for not less than six months may petition any court for removal of the Trustee and appointment of a successor Trustee) if:

(1) the Trustee fails to comply with Section 7.10;

(2) the Trustee is adjudged bankrupt or insolvent;

(3) a receiver or other public officer takes charge of the Trustee or its property; or

(4) the Trustee otherwise becomes incapable of acting as trustee hereunder.

If the Trustee resigns or is removed by the Issuer or by the Holders of a majority in principal amount of the Notes and such Holders do not reasonably promptly appoint a successor Trustee as described in the preceding paragraph, or if a vacancy exists in the office of the Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Issuer shall promptly appoint a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall, at the expense of the Issuer, promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.7.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of at least 10% in principal amount of the Notes may petition, at the Issuer's expense, any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 7.10, unless the Trustee's duty to resign is stayed as provided in Section 310(b) of the Trust Indenture Act, any Holder, who has been a bona fide holder of a Note for at least six months, may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Notwithstanding the replacement of the Trustee pursuant to this Section 7.8, the Issuer's obligations under Section 7.7 shall continue for the benefit of the retiring Trustee. The predecessor Trustee shall have no liability for any action or inaction of any successor Trustee.

SECTION 7.9. Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture, any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Trustee; *provided* that the right to adopt the certificate of authentication of any predecessor Trustee or authenticate Notes in the name of any predecessor Trustee shall only apply to its successor or successors by merger, consolidation or conversion.

SECTION 7.10. Eligibility; Disqualification. This Indenture shall always have a Trustee that satisfies the requirements of Section 310(a)(1), (2) and (5) of the Trust Indenture Act in every respect. The Trustee shall have a combined capital and surplus of at least $100,000,000 as set forth in its most recent published annual report of condition. The Trustee shall comply with Section 310(b) of the Trust Indenture Act; *provided*, *however*, that there shall be excluded from the operation of Section 310(b)(1) of the Trust Indenture Act any indenture or indentures under which other securities or certificates of interest or participation in other securities of the Issuer are outstanding if the requirements for such exclusion set forth in Section 310(b)(1) of the Trust Indenture Act are met.

SECTION 7.11. Preferential Collection of Claims Against the Issuer. The Trustee shall comply with Section 311(a) of the Trust Indenture Act, excluding any creditor relationship listed in Section 311(b) of the Trust Indenture Act. A Trustee who has resigned or been removed shall be subject to Section 311(a) of the Trust Indenture Act to the extent indicated.

SECTION 7.12. Trustee's Application for Instruction from the Issuer. Any application by the Trustee for written instructions from the Issuer may, at the option of the Trustee, set forth in writing any action proposed to be taken or omitted by the Trustee under this Indenture and the date on and/or after which such action shall be taken or such omission shall be effective. The Trustee shall not be liable for any action taken by, or omission of, the Trustee in accordance with a proposal included in such application on or after the date specified in such application (which date shall not be less than three (3) Business Days after the date any Officer of the Issuer actually receives such application, unless any such Officer shall have consented in writing to any earlier date) unless prior to taking any such action (or the effective date in the case of an omission), the Trustee shall have received written instructions in response to such application specifying the action to be taken or omitted.

ARTICLE VIII

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

SECTION 8.1. Option to Effect Legal Defeasance or Covenant Defeasance; Defeasance . The Issuer may, at its option and at any time, elect to have either Section 8.2 or Section 8.3 be applied to all outstanding Notes upon compliance with the conditions set forth in this Article VIII.

SECTION 8.2. Legal Defeasance and Discharge . Upon the Issuer's exercise under Section 8.1 of the option applicable to this Section 8.2, the Issuer and each of the Guarantors will, subject to the satisfaction of the conditions set forth in Section 8.4, be deemed to have been discharged from their obligations with respect to all outstanding Notes (including the Note Guarantees) on the date the conditions set forth in Section 8.4 are satisfied (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Issuer and the Guarantors will be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes (including the Note Guarantees), which will thereafter be deemed to be "outstanding" only for the purposes of Section 8.5 and the other Sections of this Indenture referred to in clauses (1) and (2) below, and to have satisfied all of their other obligations under such Notes, the Note Guarantees and this Indenture (and the Trustee, on written demand of and at the expense of the Issuer, shall execute proper instruments acknowledging the same) and to have cured all then existing Events of Default, except for the following provisions which will survive until otherwise terminated or discharged hereunder:

(1) the rights of Holders of Notes issued under this Indenture to receive payments in respect of the principal of, premium, if any, and interest and Additional Interest, if any, on the Notes when such payments are due solely out of the trust referred to in Section 8.4;

(2) the Issuer's obligations with respect to the Notes under Article II concerning issuing temporary Notes, registration of such Notes, mutilated, destroyed, lost or stolen Notes and Section 3.11 concerning the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the Trustee and the Issuer's or Guarantors' obligations in connection therewith; and

(4) this Article VIII with respect to provisions relating to Legal Defeasance.

Subject to compliance with this Section 8.2, the Issuer may exercise its option under this Section 8.2 notwithstanding the prior exercise of its option under Section 8.3.

SECTION 8.3. Covenant Defeasance. Upon the Issuer's exercise under Section 8.1 of the option applicable to this Section 8.3, the Issuer and each of the Guarantors will, subject to the satisfaction of the conditions set forth in Section 8.4, be released from each of their obligations under the covenants contained in Section 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.17, 3.18, 3.19, 3.20 and Section 4.1 (except Section 4.1(a)(1) and (a)(2)) with respect to the outstanding Notes on and after the date of the conditions set forth in Section 8.4 are satisfied (hereinafter, "Covenant Defeasance"), and the Notes will thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but will continue to be deemed "outstanding" for all other purposes hereunder. For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes and Note Guarantees, the Issuer and the Guarantors may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.1, but, except as specified in this Section 8.3, the remainder of this Indenture and such Notes and Note Guarantees will be unaffected thereby. In addition, upon the Issuer's exercise under Section 8.1 of the option applicable to this Section 8.3, subject to the satisfaction of the conditions set forth in Section 8.4, Sections 6.1(a)(3) (solely with respect to the defeased covenants listed above), 6.1(a)(4) (solely with respect to the defeased covenants listed above), 6.1(a)(5), 6.1(a)(6) (with respect only to a Subsidiary that is a Significant Subsidiary or any group of

Subsidiaries that taken together would constitute a Significant Subsidiary), 6.1(a)(7) (with respect only to a Subsidiary that is a Significant Subsidiary or any group of Subsidiaries that taken together would constitute a Significant Subsidiary), 6.1(a)(8), and 6.1(a)(9) shall not constitute Events of Default.

SECTION 8.4. Conditions to Legal or Covenant Defeasance. In order to exercise either Legal Defeasance or Covenant Defeasance under either Section 8.2 or 8.3:

(1) the Issuer must irrevocably deposit with the Trustee, in trust (the "Defeasance Trust"), for the benefit of the Holders, cash in dollars or U.S. Government Obligations or a combination thereof in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of and premium, if any, interest and Additional Interest, if any, due on the Notes on the stated maturity date or on the applicable redemption date, as the case may be, and the Issuer must specify whether such Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel in the United States confirming that, subject to customary assumptions and exclusions:

(i) the Issuer has received from, or there has been published by, the United States Internal Revenue Service a ruling; or

(ii) since the issuance of the Initial Notes, there has been a change in the applicable U.S. federal income tax law

in either case stating that, and based thereon such Opinion of Counsel in the United States shall confirm that, subject to customary assumptions and exclusions, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel in the United States stating that, subject to customary assumptions and exclusions, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default (other than that resulting from borrowing funds to be applied to make such deposit and the granting of Liens in connection therewith) shall have occurred and be continuing on the date of such deposit;

(5) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under the Credit Facilities or any other material agreement or instrument (other than this Indenture) to which, the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound;

(6) the Issuer shall have delivered to the Trustee an Opinion of Counsel stating that, as of the date of such opinion and subject to customary assumptions and exclusions, following the deposit, the trust funds will not be subject to the effect of Section 546 or 547 of Title 11 of the United States Code, as amended;

(7) the Issuer shall have delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of defeating, hindering, delaying, defrauding or preferring any creditors of the Issuer; and

(8) the Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions), each stating that all conditions precedent provided for or relating to Legal Defeasance or Covenant Defeasance, as the case may be, have been complied with.

SECTION 8.5. Deposited Money and U.S. Government Obligations to be Held in Trust; Other Miscellaneous Provisions . Subject to Section 8.6, all money and U.S. Government Obligations (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.5, the "Trustee") pursuant to Section 8.4 in respect of the outstanding Notes will be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest (including Additional Interest, if any), but such money need not be segregated from other funds except to the extent required by law.

The Issuer will pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or U.S. Government Obligations deposited pursuant to Section 8.4 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Notwithstanding anything in this Article VIII to the contrary, the Trustee will deliver or pay to the Issuer from time to time upon the request of the Issuer any money or U.S. Government Obligations held by it as provided in Section 8.4 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be public accountants delivering the opinion delivered under Section 8.4(1)), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

SECTION 8.6. Repayment to the Issuer. Any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of, premium or Additional Interest, if any, or interest on, any Note and remaining unclaimed for two years after such principal, premium or Additional Interest, if any, or interest has become due and payable shall be paid to the Issuer on its written request unless an abandoned property law designates another Person or (if then held by the Issuer) will be discharged from such trust; and the Holder of such Note will thereafter be permitted to look only to the Issuer for payment thereof unless an abandoned property law designates another Person, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer as trustee thereof, will thereupon cease; *provided*, *however*, that the Trustee or such Paying Agent, before being required to make any such repayment, shall at the expense of the Issuer cause to be published once, in The New York Times and The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which will not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining will be repaid to the Issuer.

SECTION 8.7. Reinstatement. If the Trustee or Paying Agent is unable to apply any money or U.S. dollars or U.S. Government Obligations in accordance with Section 8.2 or Section 8.3, as the case may be, by reason of any order or judgment of any court or Governmental Authority enjoining, restraining or otherwise prohibiting such application, then the Issuer's and the Guarantors' obligations under the Note Documents, the Note Guarantees will be revived and reinstated as though no deposit had occurred pursuant to Section 8.2 or Section 8.3 until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.2 or Section 8.3, as the case may be; *provided*, *however*, that, if the Issuer makes any payment of principal of, premium or Additional Interest, if any, or interest on, any Note following the reinstatement of its obligations, the Issuer will be subrogated to the rights of the Holders of such Notes to receive such payment from the money or U.S. Government Obligations held by the Trustee or Paying Agent.

ARTICLE IX

AMENDMENTS

SECTION 9.1. Without Consent of Holders. Notwithstanding Section 9.2, without the consent of any Holder, the Issuer, the Trustee and the other parties thereto, as applicable, may amend or supplement any Note Documents and the Issuer may direct the Trustee, and the Trustee will, enter into an amendment to any Note Document, to:

(1) cure any ambiguity, omission, mistake, defect, error or inconsistency, conform any provision of a Note Document to the "Description of the Unsecured Notes" in the Offering Memorandum or reduce the minimum denomination of the Notes;

(2) provide for the assumption by a successor Person of the obligations of the Issuer under any Note Document;

(3) provide for uncertificated Notes in addition to or in place of certificated Notes;

(4) add to the covenants or provide for a Note Guarantee for the benefit of the Holders or surrender any right or power conferred upon the Issuer or any Restricted Subsidiary;

(5) make any change that does not adversely affect the rights of any Holder in any material respect;

(6) comply with any requirement of the SEC in connection with the qualification of this Indenture under the Trust Indenture Act, if such qualification is required;

(7) make such provisions as necessary (as determined in good faith by the Issuer) for the issuance of Exchange Notes and Additional Notes otherwise permitted to be issued under this Indenture;

(8) provide for any Restricted Subsidiary to provide a Note Guarantee in accordance with Section 3.2, to add Guarantees with respect to the Notes, to add security to or for the benefit of the Notes, or to confirm and evidence the release, termination, discharge or retaking of any Guarantee or Lien with respect to or securing the Notes when such release, termination, discharge or retaking is provided for under this Indenture;

(9) evidence and provide for the acceptance and appointment under this Indenture of a successor Trustee pursuant to the applicable requirements hereof or to provide for the accession by the Trustee to any Note Document; or

(10) make any amendment to the provisions of this Indenture relating to the transfer and legending of Notes as permitted by this Indenture, including to facilitate the issuance and administration of Notes and Exchange Notes; *provided*, *however*, that (i) compliance with this Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not adversely affect the rights of Holders to transfer Notes in any material respect.

Subject to Section 9.2, upon the request of the Issuer accompanied by a Board Resolution authorizing the execution of any such amendment or supplement to the applicable Note Document, and upon receipt by the Trustee of the documents described in Section 9.6 and Section 13.4, the Trustee will join with the Issuer and the Guarantors in the execution of such amendment or supplement unless such amendment or supplement directly affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but will not be obligated to, enter into such amendment or supplement.

After an amendment or supplement under this Section 9.1 becomes effective, the Issuer shall mail to Holders a notice briefly describing such amendment or supplement. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment or supplement under this Section 9.1.

SECTION 9.2. With Consent of Holders.

(a) Except as otherwise provided in this Section 9.2, the Note Documents may be amended, supplemented or otherwise modified with the consent of the Holders of a majority in principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, such Notes), and, subject to Sections 6.4 and 6.7, any existing Default or Event of Default or compliance with any provisions thereof may be waived with the consent of the Holders of a majority in principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, such Notes). Section 2.12 and Section 13.6 shall determine which Notes are considered to be "outstanding" for the purposes of this Section 9.2.

Upon the request of the Issuer accompanied by a resolution of its Board of Directors authorizing the execution of any such amendment or supplement to the applicable Note Document, and upon the filing with the Trustee of evidence of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Sections 9.6 and 13.4, the Trustee will join with the Issuer and the Guarantors in the execution of such amendment or supplement unless such amendment or supplement directly affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but will not be obligated to, enter into such amendment or supplement.

(b) Without the consent of each Holder of Notes affected, an amendment, supplement or waiver may not, with respect to any such Notes held by a non-consenting Holder:

(1) reduce the principal amount of such Notes whose Holders must consent to an amendment;

(2) reduce the stated rate of or extend the stated time for payment of interest on any such Note (other than provisions relating to Sections 3.5 and 3.9);

(3) reduce the principal of or change the Stated Maturity of any such Note;

(4) reduce the premium payable upon the redemption of any such Note or change the time at which any such Note may be redeemed, in each case as set forth in Section 5.7;

(5) make any such Note payable in currency other than that stated in such Note;

(6) impair the right of any Holder to receive payment of principal of and interest on such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any such payment on or with respect to such Holder's Notes;

(7) waive a Default or Event of Default with respect to the nonpayment of principal, premium or interest (except pursuant to a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of such Notes and a waiver of the payment default that resulted from such acceleration);

(8) make any change in the ranking of any Note that would adversely affect the Holders; or

(9) make any change in the amendment or waiver provisions which require the Holders' consent described in this Section 9.2.

The consent of the Holders is not necessary under this Indenture to approve the particular form of any proposed amendment, supplement or waiver of any Note Document. It is sufficient if such consent approves the substance of the proposed amendment, supplement or waiver. A consent to any amendment, supplement or waiver under this Indenture by any Holder of Notes given in connection with a tender of such Holder's Notes will not be rendered invalid by such tender.

After an amendment or supplement under this Section 9.2 becomes effective, the Issuer shall mail to Holders a notice briefly describing such amendment or supplement. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment or supplement.

Neither the Issuer nor any Affiliate of the Issuer may, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is offered to all Holders and is paid to all Holders that so consent, waive or agree to amend in the time frame set forth in solicitation documents relating to such consent, waiver or agreement.

SECTION 9.3. Compliance with Trust Indenture Act. Every amendment or supplement to this Indenture, any Note Guarantee and the Notes will be set forth in an amended or supplemental indenture that complies with the Trust Indenture Act as then in effect.

SECTION 9.4. Revocation and Effect of Consents and Waivers. Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent or waiver is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent or waiver as to such Holder's Note or portion of its Note if the Trustee receives written notice of revocation before the date the amendment, supplement or waiver becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described in this Section 9.4 or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date.

SECTION 9.5. Notation on or Exchange of Notes. The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Issuer in exchange for all Notes may issue and the Trustee shall, upon receipt of an Issuer Order, authenticate new Notes that reflect the amendment, supplement or waiver. Failure to make the appropriate notation or issue a new Note will not affect the validity and effect of such amendment, supplement or waiver.

SECTION 9.6. Trustee to Sign Amendments. The Trustee shall sign any amendment or supplement to any Note Document authorized pursuant to this Article IX if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. The Issuer may not sign an amendment or supplement to any Note Document until the Board of Directors of the Issuer approves it. In executing any amendment or supplement to any Note Document, the Trustee shall receive and (subject to Sections 7.1 and 7.2) shall be fully protected in conclusively relying upon, in addition to the documents required by Section 13.4, an Officer's Certificate and an Opinion of Counsel stating that the execution of such amendment or supplement is authorized or permitted by this Indenture and is valid, binding and enforceable against the Issuer or any Guarantor, as the case may be, in accordance with its terms.

## ARTICLE X

## GUARANTEE

SECTION 10.1. Guarantee. On the Issue Date, the obligations of the Issuer under the Notes and this Indenture shall be, jointly and severally, unconditionally guaranteed on a senior unsecured basis (the "Note Guarantees") by Holdings and each Domestic Restricted Subsidiary that Guarantees the payment of any capital market debt securities or Indebtedness under the Credit Agreement of the Issuer or any Guarantor, as required by Section 4.2. Subject to the provisions of this Article X, each Guarantor hereby fully, unconditionally and

irrevocably guarantees, as primary obligor and not merely as surety, jointly and severally with each other Guarantor, to each Holder of the Notes and the Trustee the full and punctual payment when due, whether at maturity, by acceleration, by redemption or otherwise, of the principal of, premium, if any, and interest (including Additional Interest), if any, on the Notes and all other obligations and liabilities of the Issuer under the Note Documents (including without limitation, interest (including Additional Interest), if any, accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Issuer or any Guarantor whether or not a claim for post-filing or post-petition interest is allowed in such proceeding and the obligations under Section 7.7), and the Registration Rights Agreement (all the foregoing being hereinafter collectively called the " Guaranteed Obligations"). Each Guarantor agrees that the Guaranteed Obligations will rank equally in right of payment with other Indebtedness of such Guarantor, except to the extent such other Indebtedness is subordinate to the Guaranteed Obligations, in which case the obligations of the Guarantors under the Note Guarantees will rank senior in right of payment to such other Indebtedness.

Each Guarantor hereby agrees that its Note Guarantee set forth in this Section 10.1 shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

If an Officer whose signature is on the applicable supplemental indenture to this Indenture no longer holds that office at the time the Trustee authenticates the Note, the Note Guarantee shall be valid nevertheless.

Each Guarantor further agrees (to the extent permitted by law) that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from it, and that it will remain bound under this Article X notwithstanding any extension or renewal of any Guaranteed Obligation.

Each Guarantor waives presentation to, demand of payment from and protest to the Issuer of any of the Guaranteed Obligations and also waives notice of protest for nonpayment. Each Guarantor waives notice of any default under the Notes or the Guaranteed Obligations.

Each Guarantor further agrees that its Note Guarantee herein constitutes a Guarantee of payment when due (and not a Guarantee of collection) and waives any right to require that any resort be had by any Holder to any security held for payment of the Guaranteed Obligations.

Except as set forth in Section 10.2, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason (other than payment of the Guaranteed Obligations in full), including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise. Without limiting the generality of the foregoing, the Guaranteed Obligations of each Guarantor herein shall not be discharged or impaired or otherwise affected by (a) the failure of the Trustee or any Holder to assert any claim or demand or to enforce any right or remedy against the Issuer or any other person under this Indenture, the Notes or any other agreement or otherwise; (b) any extension or renewal of any thereof; (c) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Notes or any other agreement; (d) the release of any security held by any Holder for the Guaranteed Obligations; (e) the failure of the Trustee or any Holder to exercise any right or remedy against any other Guarantor; (f) any change in the ownership of the Issuer; (g) any default, failure or delay, willful or otherwise, in the performance of the Guaranteed Obligations; or (h) any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of any Guarantor or would otherwise operate as a discharge of such Guarantor as a matter of law or equity.

Each Guarantor agrees that its Note Guarantee herein shall remain in full force and effect until payment in full of all the Guaranteed Obligations or such Guarantor is released from its Note Guarantee in compliance with Section 10.2, Article VIII or Article XI. Each Guarantor further agrees that its Note Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of, premium, if any, or interest or Additional Interest, if any, on any of the Guaranteed Obligations is rescinded or must otherwise be restored by any Holder upon the bankruptcy or reorganization of the Issuer or otherwise.

In furtherance of the foregoing and not in limitation of any other right which any Holder has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Issuer to pay any of the Guaranteed

Obligations when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, each Guarantor hereby promises to and will, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the Holders (or the Trustee on behalf of the Holders) an amount equal to the sum of (i) the unpaid amount of such Guaranteed Obligations then due and owing and (ii) accrued and unpaid interest (including Additional Interest), if any, on such Guaranteed Obligations then due and owing (but only to the extent not prohibited by law) (including interest accruing after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding relating to the Issuer or any Guarantor whether or not a claim for post-filing or post-petition interest is allowed in such proceeding).

Each Guarantor further agrees that, as between such Guarantor, on the one hand, and the Holders, on the other hand, (x) the maturity of the Guaranteed Obligations guaranteed hereby may be accelerated as provided in this Indenture for the purposes of its Note Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guaranteed Obligations guaranteed hereby and (y) in the event of any such declaration of acceleration of such Guaranteed Obligations, such Guaranteed Obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purposes of this Note Guarantee.

Each Guarantor also agrees to pay any and all fees, costs and expenses (including attorneys' fees and expenses) incurred by the Trustee or the Holders in enforcing any rights under this Section 10.1.

SECTION 10.2. Limitation on Liability; Termination, Release and Discharge.

(a) Any term or provision of this Indenture to the contrary notwithstanding, the obligations of each Guarantor hereunder will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Note Guarantee or pursuant to its contribution obligations under this Indenture, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal, foreign or state law and not otherwise being void or voidable under any similar laws affecting the rights of creditors generally.

(b) The Note Guarantee of a Subsidiary Guarantor shall terminate upon:

(1) a sale or other disposition (including by way of consolidation or merger) of the Capital Stock of such Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor to a Person other than to the Issuer or a Restricted Subsidiary and as otherwise permitted by this Indenture;

(2) the designation in accordance with this Indenture of the Guarantor as an Unrestricted Subsidiary or the occurrence of any event after which the Guarantor is no longer a Restricted Subsidiary;

(3) defeasance or discharge of the Notes, as provided in Articles VIII or XI;

(4) to the extent that such Guarantor is not an Immaterial Subsidiary solely due to the operation of clause (i) of the definition of "Immaterial Subsidiary," upon the release of all guarantees referred to in such clause;

(5) such Guarantor being released from all of (i) its obligations under all of its Guarantees of any and all Indebtedness of the Issuer or any Guarantor under the Credit Agreement or (ii) in the case of a Note Guarantee made by a Guarantor (each, an " Other Guarantee") as a result of its guarantee of other Indebtedness of the Issuer or a Guarantor pursuant to Section 3.7, any and all other Indebtedness that would have required such Subsidiary Guarantor to provide a Note Guarantee under such Section, except in the case of clause (i) or (ii), a release as a result of the repayment or discharge of the Indebtedness specified in clause (i) or (ii) (it being understood that a release or discharge subject to a contingent reinstatement is still considered a release or discharge, and if any such Indebtedness of such Guarantor under the Credit Agreement or any Other Guarantee is so reinstated, such Note Guarantee shall also be reinstated); or

(6) the achievement of Investment Grade Status pursuant to Section 3.17; *provided* that such Note Guarantee shall be reinstated upon the Reversion Date.

(c) The Note Guarantee of Holdings or any other direct or indirect parent of the Issuer that provides a Guarantee will terminate upon defeasance or discharge of the Notes, as provided in Article VIII and Article XI

SECTION 10.3. Right of Contribution. Each Guarantor hereby agrees that to the extent that any Guarantor shall have paid more than its proportionate share of any payment made on the obligations under the Note Guarantees, such Guarantor shall be entitled to seek and receive contribution from and against the Issuer or any other Guarantor who has not paid its proportionate share of such payment. The provisions of this Section 10.3 shall in no respect limit the obligations and liabilities of each Guarantor to the Trustee and the Holders and each Guarantor shall remain liable to the Trustee and the Holders for the full amount guaranteed by such Guarantor hereunder.

SECTION 10.4. No Subrogation. Notwithstanding any payment or payments made by each Guarantor hereunder, no Guarantor shall be entitled to be subrogated to any of the rights of the Trustee or any Holder against the Issuer or any other Guarantor or any collateral security or guarantee or right of offset held by the Trustee or any Holder for the payment of the Guaranteed Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Issuer or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Trustee and the Holders by the Issuer on account of the Guaranteed Obligations are paid in full. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Guaranteed Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Trustee and the Holders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Trustee in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Trustee, if required), to be applied against the Guaranteed Obligations.

## ARTICLE XI

## SATISFACTION AND DISCHARGE

SECTION 11.1. Satisfaction and Discharge. This Indenture will be discharged and cease to be of further effect (except as to surviving rights of transfer or exchange of the Notes, as expressly provided for in this Indenture) as to all outstanding Notes when:

(a) either:

(1) all the Notes previously authenticated and delivered (other than lost, stolen or destroyed Notes and Notes for which provision for payment was previously made and thereafter the funds have been released to the Holders) have been delivered to the Trustee for cancellation; or

(2) all Notes not previously delivered to the Trustee for cancellation (i) have become due and payable, (ii) will become due and payable at their Stated Maturity within one year or (iii) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of an unconditional notice of redemption by the Trustee in the name, and at the expense, of the Issuer;

(b) the Issuer has deposited or caused to be deposited with the Trustee, money in dollars or U.S. Government Obligations, or a combination thereof, as applicable, in an amount sufficient to pay and discharge the entire indebtedness on the Notes not previously delivered to the Trustee for cancellation, for principal, premium, if any, and interest to the date of deposit (in the case of Notes that have become due and payable), or to the Stated Maturity or redemption date, as the case may be;

(c) the Issuer has paid or caused to be paid all other sums payable under this Indenture;

(d) the Issuer has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of such notes issued hereunder at maturity or the redemption date, as the case may be; and

(e) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each stating that all conditions precedent under Article XI relating to the satisfaction and discharge of this Indenture have been complied with; *provided* that any such counsel may rely on any Officer's Certificate as to matters of fact (including as to compliance with the foregoing clauses (a), (b) and (c)).

Notwithstanding the satisfaction and discharge of this Indenture, if money has been deposited with the Trustee pursuant to clause (b) of this Section 11.1, the provisions of Sections 11.2 and 8.6 will survive.

SECTION 11.2. Application of Trust Money. Subject to the provisions of Section 8.6, all money deposited with the Trustee pursuant to Section 11.1 shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium and Additional Interest, if any) and interest for whose payment such money has been deposited with the Trustee; but such money need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with Section 11.1 by reason of any legal proceeding or by reason of any order or judgment of any court or Governmental Authority enjoining, restraining or otherwise prohibiting such application, the Issuer's and any Guarantor's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 11.1; *provided* that if the Issuer has made any payment of principal of, premium or Additional Interest, if any, or interest on, any Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or U.S. Government Obligations held by the Trustee or Paying Agent.

## ARTICLE XII

## [Reserved]

## ARTICLE XIII

## MISCELLANEOUS

SECTION 13.1. Trust Indenture Act Controls. If and to the extent that any provision of this Indenture limits, qualifies or conflicts with another provision which is required to be included in this Indenture by the Trust Indenture Act, the provision required by the Trust Indenture Act shall control. Each Guarantor in addition to performing its obligations under its Note Guarantee shall perform such other obligations as may be imposed upon it with respect to this Indenture under the Trust Indenture Act.

SECTION 13.2. Notices. Any notice, request, direction, consent or communication made pursuant to the provisions of this Indenture or the Notes to any party hereto shall be in writing and delivered in person, sent by facsimile, sent by electronic mail in pdf format, delivered by commercial courier service or mailed by first-class mail, postage prepaid, addressed as follows:

if to the Issuer or a Guarantor:

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, TN 37067-6325,
Attention: [General Counsel]
Facsimile: (615) 373-9704

in each case, with a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Joshua N. Korff
Michael Kim
Facsimile: (212) 446-6460

if to the Trustee, at its corporate trust office, which corporate trust office for purposes of this Indenture is at the date hereof located at:

Regions Bank
Corporate Trust Services
150 4th Avenue North
Suite 900
Nashville, TN 37238
Attention: Paul Williams
Facsimile: (615) 770-4350

The Issuer or the Trustee by written notice to each other may designate additional or different addresses for subsequent notices or communications.

Any notice or communication to the Issuer or the Guarantors shall be deemed to have been given or made as of the date so delivered if personally delivered or if delivered electronically, in pdf format; when receipt is acknowledged, if telecopied; and seven (7) calendar days after mailing if sent by registered or certified mail, postage prepaid (except that a notice of change of address shall not be deemed to have been given until actually received by the addressee). Any notice or communication to the Trustee shall be deemed delivered upon receipt.

Any notice or communication sent to a Holder shall be electronically delivered or mailed to the Holder at the Holder's address as it appears in the Notes Register and shall be sufficiently given if so sent within the time prescribed.

Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is sent in the manner provided above, it is duly given, whether or not the addressee receives it, except that notices to the Trustee shall be effective only upon receipt.

Notwithstanding any other provision of this Indenture or any Note, where this Indenture or any Note provides for notice of any event (including any notice of redemption or purchase) to a Holder of a Global Note (whether by mail or otherwise), such notice shall be sufficiently given if given to DTC (or its designee) pursuant to the standing instructions from DTC or its designee; provided if any such notice is mailed to DTC, such notice shall be deemed to have been given on the later of its publication by DTC and the seventh business day after being so mailed.

SECTION 13.3. Communication by Holders with other Holders. Holders may communicate pursuant to Section 312(b) of the Trust Indenture Act with other Holders with respect to their rights under this Indenture or the Notes. The Issuer, the Trustee, the Registrar and anyone else shall have the protection of Section 312(c) of the Trust Indenture Act.

SECTION 13.4. Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Issuer or any of the Guarantors to the Trustee to take or refrain from taking any action under this Indenture or the Notes, the Issuer or such Guarantor, as the case may be, shall furnish to the Trustee:

(1) an Officer's Certificate in form satisfactory to the Trustee (which shall include the statements set forth in Section 13.5) stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture or the Notes relating to the proposed action have been satisfied; and

(2) an Opinion of Counsel in form satisfactory to the Trustee (which shall include the statements set forth in Section 13.5) stating that, in the opinion of such counsel, all such conditions precedent have been satisfied and all covenants have been complied with.

SECTION 13.5. Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a covenant or condition provided for in this Indenture or the Notes (other than a certificate provided pursuant to Section 314(a)(4) of the Trust Indenture Act) shall comply with the provisions of Section 314(e) of the Trust Indenture Act and shall include:

(1) a statement that the individual making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with.

In giving such Opinion of Counsel, counsel may rely as to factual matters on an Officer's Certificate or on certificates of public officials.

SECTION 13.6. When Notes Disregarded. In determining whether the Holders of the required aggregate principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Issuer, any Guarantor or any Affiliate of any of them shall be disregarded and deemed not to be outstanding, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes which a Trust Officer of the Trustee actually knows are so owned shall be so disregarded. In connection with any such direction, waiver or consent, the Issuer shall furnish to the Trustee an Officer's Certificate listing and identifying all Notes, if any, known by the Issuer to be owned by or for the account of any of the above-described Persons. Also, subject to the foregoing, only Notes outstanding at the time shall be considered in any such determination.

SECTION 13.7. Rules by Trustee, Paying Agent and Registrar. The Trustee may make reasonable rules for action by, or at meetings of, Holders. The Registrar and the Paying Agent may make reasonable rules for their functions.

SECTION 13.8. Legal Holidays. A "Legal Holiday" is a Saturday, a Sunday or other day on which commercial banking institutions are authorized or required to be closed in New York, New York or the state of the place of payment. If a payment date is a Legal Holiday, payment shall be made on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period. If a regular record date is a Legal Holiday, the record date shall not be affected.

SECTION 13.9. Governing Law. THIS INDENTURE, THE NOTES AND THE NOTE GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 13.10. Jurisdiction. The Issuer and the Guarantors agree that any suit, action or proceeding against the Issuer or any Guarantor brought by any Holder or the Trustee arising out of or based upon this Indenture,

the Note Guarantee or the Notes may be instituted in any state or Federal court in the Borough of Manhattan, New York, New York, and any appellate court from any thereof, and each of them irrevocably submits to the non-exclusive jurisdiction of such courts in any suit, action or proceeding. The Issuer and the Guarantors irrevocably waive, to the fullest extent permitted by law, any objection to any suit, action, or proceeding that may be brought in connection with this Indenture, the Note Guarantee or the Notes, including such actions, suits or proceedings relating to securities laws of the United States of America or any state thereof, in such courts whether on the grounds of venue, residence or domicile or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum. The Issuer and the Guarantors agree that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Issuer or the Guarantors, as the case may be, and may be enforced in any court to the jurisdiction of which the Issuer or the Guarantors, as the case may be, are subject by a suit upon such judgment.

SECTION 13.11. **Waivers of Jury Trial. EACH OF THE ISSUER, THE GUARANTORS AND THE TRUSTEE HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE NOTE GUARANTEES AND FOR ANY COUNTERCLAIM THEREIN.**

SECTION 13.12. USA PATRIOT Act. The parties hereto acknowledge that in accordance with Section 326 of the USA PATRIOT Act, each of the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account. The parties to this Indenture agree that they will provide each of the Trustee with such information as each may request in order to satisfy the requirements of the USA PATRIOT Act.

SECTION 13.13. No Personal Liability of Directors, Officers, Employees and Shareholders . No director, officer, employee, incorporator or shareholder of the Issuer or any of its Subsidiaries or Affiliates, as such (other than the Issuer and the Guarantors), shall have any liability for any obligations of the Issuer under the Note Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

SECTION 13.14. Successors. All agreements of the Issuer and each Guarantor in this Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Indenture shall bind its successors.

SECTION 13.15. Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 13.16. Qualification of Indenture. The Issuer has agreed to qualify this Indenture under the Trust Indenture Act and to pay all reasonable costs and expenses (including attorneys' fees and expenses for the Issuer, the Trustee and the Holders) incurred in connection therewith, including, but not limited to, costs and expenses of qualification of this Indenture and the Notes and printing this Indenture and the Notes. The Trustee shall be entitled to receive from the Issuer any such Officer's Certificates, Opinions of Counsel or other documentation as it may reasonably request in connection with any such qualification of this Indenture under the Trust Indenture Act.

SECTION 13.17. Table of Contents; Headings. The table of contents, cross-reference table and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

SECTION 13.18. Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, it being understood that the Trustee shall use reasonable best efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SECTION 13.19. Severability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 13.20. Waiver of Immunities. To the extent that Issuer or any Guarantor or any of its properties, assets or revenues may have or may hereafter become entitled to, or have attributed to them, any right of immunity, on the grounds of sovereignty, from any legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, or from attachment in aid of execution of judgment, or from execution of judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any jurisdiction in which proceedings may at any time be commenced, with respect to their obligations, liabilities or any other matter under or arising out of or in connection with this Indenture, the Notes or the Note Guarantees, the Issuer and each Guarantor hereby irrevocably and unconditionally, to the extent permitted by applicable law, waives and agrees not to plead or claim any such immunity and consents to such relief and enforcement.

SECTION 13.21. Judgment Currency. The Issuer and each Guarantor agrees to indemnify the recipient against any loss incurred by such recipient as a result of any judgment or order being given or made against the Issuer or any Guarantor for any amount due hereunder and such judgment or order being expressed and paid in a currency (the "Judgment Currency") other than United States dollars and as a result of any variation as between (i) the rate of exchange at which the United States dollar amount is converted into the Judgment Currency for the purpose of such judgment or order, and (ii) the rate of exchange in The City of New York at which such party on the date of payment of such judgment or order is able to purchase United States dollars with the amount of the Judgment Currency actually received by such party if such party had utilized such amount of Judgment Currency to purchase United States dollars as promptly as practicable upon such party's receipt thereof. The foregoing indemnity shall constitute a separate and independent obligation of the Issuer and each Guarantor and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "rate of exchange" shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

[Signature on following pages]

IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed all as of the date and year first written above.

**FWCT-2 ESCROW CORPORATION**

By: W. Larry Cash
Name: W. Larry Cash
Title: Executive Vice President and Chief Financial Officer

*[Signature Page to the Indenture]*

**REGIONS BANK**,
as Trustee

By: /s/ Paul Williams
Name: Paul Williams
Title: Vice President & Trust Officer

*[Signature Page to the Indenture]*

**EXHIBIT A**

[FORM OF face OF GLOBAL RESTRICTED NOTE]
[Applicable Restricted Notes Legend]
[Depository Legend, if applicable]
[Temporary Regulation S Legend, if applicable]

No. [ ]

Principal Amount $[ ] [as revised by the Schedule of Increases and Decreases in Global Note attached hereto][1]
CUSIP NO.

FWCT-2 ESCROW CORPORATION

6.875% Senior Notes due 2022

FWCT-2 Escrow Corporation, a Delaware corporation, promises to pay to Cede & Co., or its registered assigns, the principal sum of Dollars, [as revised by the Schedule of Increases and Decreases in Global Note attached hereto], on February 1, 2022.

Interest Payment Dates: February 1 and August 1, commencing on August 1, 2014 [2]

Record Dates: January 15 and July 15

Additional provisions of this Note are set forth on the other side of this Note.

1 Insert in Global Notes only.
2 In the case of Notes issued on the Issue Date.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

**FWCT-2 ESCROW CORPORATION**

By: _____

Name:
Title:

TRUSTEE CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes referred to in the within-mentioned Indenture.

**REGIONS BANK**, as Trustee

By: _____
Authorized Signatory

Dated: _____

[FORM OF REVERSE SIDE OF NOTE]
FWCT-2 ESCROW CORPORATION

6.875% Senior Notes due 2022

Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Indenture.

1. Interest

FWCT-2 Escrow Corporation, a Delaware corporation, promises to pay interest on the principal amount of this Note at 6.875% per annum from January 27, 2014[3] until maturity. Additional Interest, if any, shall be payable on the Notes if and to the extent payable under the Registration Rights Agreement. The Issuer will pay interest semi-annually in arrears every February 1 and August 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "Interest Payment Date"). Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from January 27, 2014[4]; *provided*, that the first Interest Payment Date shall be August 1, 2014.[5] The Issuer shall pay interest on overdue principal at the rate specified herein, and it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful. Interest on the Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each interest period will end on (but not include) the relevant Interest Payment Date.

In addition to the rights provided to Holders of the Notes under the Indenture, Holders of Initial Securities and Exchange Securities (as defined in the Registration Rights Agreement) shall have all rights set forth in the Registration Rights Agreement, dated as of January 27, 2014, among the Issuer, the Guarantor named therein, the other parties named on the signature pages thereto and any other parties that may join such agreement by joinder (as amended, supplemented or otherwise modified from time to time, the "Registration Rights Agreement"), including the right to receive Additional Interest, if any, in certain circumstances. If applicable, Additional Interest, if any, shall be paid to the same Persons, in the same manner and at the same times as regular interest.

2. Method of Payment

By no later than 10:00 a.m. (New York City time) on the date on which any principal of, premium, if any, or interest or Additional Interest, if any, on any Note is due and payable, the Issuer shall deposit with the Paying Agent a sum sufficient in immediately available funds to pay such principal, premium, and interest and Additional Interest, if any, when due. Interest on any Note which is payable, and is timely paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered at the close of business on the preceding January 15 or July 15, as applicable, at the office or agency of the Issuer maintained for such purpose pursuant to Section 2.3 of the Indenture. The principal of (and premium, if any) and interest (and Additional Interest, if any) on the Notes shall be payable at the office or agency of Paying Agent or Registrar designated by the Issuer maintained for such purpose (which shall initially be the office of the Trustee maintained for such purpose), or at such other office or agency of the Issuer as may be maintained for such purpose pursuant to Section 2.3 of the Indenture; *provided*, *however*, that, at the option of the Paying Agent, each installment of interest may be paid by (i) check mailed to addresses of the Persons entitled thereto as such addresses shall appear on the Notes Register or (ii) wire transfer to an account located in the United States maintained by the payee, subject to the last sentence of this paragraph. Payments in respect of Notes represented by a Global Note (including principal, premium, if any, and interest and Additional Interest, if any) will be made by wire transfer of immediately available funds to the accounts specified by The Depository Trust Company or any successor depository. Payments in respect of Notes represented by Definitive Notes (including principal, premium, if any, and interest and Additional Interest, if any) held by a Holder of at least $1,000,000 aggregate principal amount of Notes represented by Definitive Notes will be made by wire transfer to a U.S. dollar account maintained by the payee with

3 In the case of Notes issued on the Issue Date.
4 In the case of Notes issued on the Issue Date.
5 In the case of Notes issued on the Issue Date.

a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than fifteen (15) days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion). If an Interest Payment Date is a Legal Holiday, payment shall be made on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period. If a regular record date is a Legal Holiday, the record date shall not be affected.

3. Paying Agent and Registrar

The Issuer initially appoints Regions Bank (the "Trustee") as Registrar and Paying Agent for the Notes. The Issuer may change any Registrar or Paying Agent without prior notice to the Holders. The Issuer or any Guarantor may act as Paying Agent, Registrar or transfer agent.

4. Indenture

The Issuer issued the Notes under an Indenture dated as of January 27, 2014 (as it may be amended or supplemented from time to time in accordance with the terms thereof, the "Indenture"), among the Issuer, the Guarantors party thereto and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbbb) (the "Act"). The Notes are subject to all terms and provisions of the Indenture, and Holders are referred to the Indenture and the Act for a statement of those terms.

5. Guarantees

To guarantee the due and punctual payment of the principal and interest and Additional Interest, if any (including post-filing or post-petition interest) on the Notes and all other amounts payable by the Issuer under the Indenture and the Notes when and as the same shall be due and payable, whether at maturity, by acceleration or otherwise, according to the terms of the Notes and the Indenture, the Guarantors will unconditionally guarantee (and future guarantors, jointly and severally with the Guarantors, will fully and unconditionally Guarantee) such obligations on a senior basis pursuant to the terms of the Indenture.

6. Optional Redemption

(a) At any time and from time to time on or after the Issue Date and prior to February 1, 2018, the Issuer may redeem the Notes in whole or in part, at its option, upon not less than 30 nor more than 60 days' prior notice at a redemption price equal to 100% of the principal amount of the Notes to be redeemed plus the Applicable Premium as of, and accrued and unpaid interest (including any Additional Interest), if any, to the redemption date.

(b) At any time and from time to time on or after February 1, 2018, the Issuer may redeem the Notes in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the percentage of principal amount set forth below plus accrued and unpaid interest (including any Additional Interest), if any, on the Notes redeemed, to the applicable date of redemption, if redeemed during the twelve-month period beginning on February 1of the years indicated below:

| Year | Percentage |
|---|---|
| 2018 | 103.438% |
| 2019 | 101.719% |
| 2020 and thereafter | 100.000% |

(c) At any time and from time to time on or after the Issue Date and prior to February 1, 2017, the Issuer may redeem Notes with the net cash proceeds received by the Issuer from any Equity Offering (other than Excluded Contributions) at a redemption price (expressed as a percentage of principal amount) equal to 106.875% plus accrued and unpaid interest (including any Additional Interest), if any, to the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the original aggregate principal amount of the Notes (including Additional Notes); *provided* that:

(1) in each case the redemption takes place not later than 180 days after the closing of the related Equity Offering; and

(2) not less than 50% of the original aggregate principal amount of the Notes issued under the Indenture remains outstanding immediately thereafter (excluding Notes held by the Issuer or any of its Restricted Subsidiaries).

(e) Any redemption and notice of redemption may, at the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent (including, in the case of a redemption related to an Equity Offering, the consummation of such Equity Offering).

(f) If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest will be paid to the Person in whose name the Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose Notes will be subject to redemption by the Issuer.

(g) Unless the Issuer defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

(h) Any redemption pursuant to this paragraph 6 shall be made pursuant to the provisions of Sections 5.1 through 5.6 of the Indenture.

The Issuer is not required to make mandatory redemptions or sinking fund payments with respect to the Notes; *provided*, *however*, that under certain circumstances, the Issuer may be required to offer to purchase Notes under Section 3.5 and Section 3.9 of the Indenture. The Issuer may at any time and from time to time purchase Notes in the open market or otherwise.

7. [Reserved]

8. Repurchase Provisions

If a Change of Control occurs, unless the Issuer has previously or concurrently delivered a redemption notice with respect to all outstanding Notes pursuant to Section 5.7 of the Indenture, each Holder will have the right to require the Issuer to repurchase from each Holder all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest and Additional Interest, if any, to but excluding the date of purchase, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date as provided in, and subject to the terms of, the Indenture.

Upon certain Asset Sales, the Issuer may be required to use the Excess Proceeds from such Asset Sales to offer to purchase the maximum aggregate principal amount of Notes and, at the Issuer's option, Senior Indebtedness that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest and Additional Interest, if any, to the date fixed for the closing of such offer, in accordance with the procedures set forth in Section 3.5 and in Article V of the Indenture.

9. Denominations; Transfer; Exchange

The Notes shall be issuable only in fully registered form in minimum denominations of principal amount of $2,000 and any integral multiple of $1,000 in excess thereof. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay a sum sufficient to cover any tax and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange of any Note (A) for a period beginning (1) fifteen (15) days before the mailing of a notice of an offer to repurchase or redeem Notes and ending at the close of business on the day of such mailing or (2) fifteen (15) days before an Interest Payment Date and ending on such Interest Payment Date or (B) called for redemption, except the unredeemed portion of any Note being redeemed in part.

10. Persons Deemed Owners

The registered Holder of this Note may be treated as the owner of it for all purposes.

11. Discharge and Defeasance

Subject to certain exceptions and conditions set forth in the Indenture, the Issuer at any time may terminate some or all of its obligations under the Notes and the Indenture if the Issuer deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest and Additional Interest, if any on the Notes to redemption or maturity, as the case may be.

12. Amendment, Supplement, Waiver

Subject to certain exceptions contained in the Indenture, Note Documents may be waived, with the consent of the Holders of a majority in aggregate principal amount of the outstanding Notes (including consents obtained in connection with a purchase, or tender offer or exchange offer for, such Notes). Without notice to or the consent of any Holder, the Issuer, the Guarantors and the Trustee may amend or supplement the Note Documents as provided in the Indenture.

13. Defaults and Remedies

If an Event of Default (other than an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Issuer or certain Guarantors) occurs and is continuing, the Trustee by notice to the Issuer, or the Holders of at least 30% in principal amount of the outstanding Notes by notice to the Issuer and the Trustee, may declare the principal of, and accrued and unpaid interest (including Additional Interest, if any), on all the Notes to be due and payable immediately. Upon the effectiveness of such declaration, such principal and accrued and unpaid, interest, including Additional Interest, if any, will be due and payable immediately. If a bankruptcy, insolvency or reorganization of the Issuer or certain Guarantors occurs and is continuing, the principal of, premium, if any, and accrued and unpaid interest (including Additional Interest) and any other monetary obligations on all the Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. Under certain circumstances, the Holders of a majority in principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

14. Trustee Dealings with the Issuer

Subject to certain limitations set forth in the Indenture, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer, Guarantors or their Affiliates with the same rights it would have if it were not Trustee. In addition, the Trustee shall be permitted to engage in transactions with the Issuer; *provided*, *however*, that if the Trustee acquires any conflicting interest under the Trust Indenture Act, the Trustee must (i) eliminate such conflict within 90 days of acquiring such conflicting interest, (ii) apply to the Commission for permission to continue acting as Trustee or (iii) resign.

15. No Recourse Against Others

No director, officer, employee, incorporator or shareholder of the Issuer or any of its Subsidiaries or Affiliates, as such (other than the Issuer and the Guarantors), shall have any liability for any obligations of the Issuer or the Guarantors under any Note Documents or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

16. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent acting on its behalf) manually signs the certificate of authentication on the other side of this Note.

17. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with rights of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gift to Minors Act).

17. CUSIP and ISIN Numbers

The Issuer has caused CUSIP and ISIN numbers, if applicable, to be printed on the Notes and has directed the Trustee to use CUSIP and ISIN numbers, if applicable, in notices of redemption or purchase as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption or purchase and reliance may be placed only on the other identification numbers placed thereon.

18. Governing Law

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

The Issuer will furnish to any Holder upon written request and without charge to the Holder a copy of the Indenture and the Registration Rights Agreement. Requests may be made to:

Community Health Systems, Inc..
4000 Meridian Boulevard
Franklin, TN 37067-6325,
Attention: General Counsel

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

(Print or type assignee's name, address and zip code)

(Insert assignee's social security or tax I.D. No.)

and irrevocably appoint agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: Your Signature:

Signature Guarantee:

(Signature must be guaranteed)

Sign exactly as your name appears on the other side of this Note.

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

The undersigned hereby certifies that it ☐ is / ☐ is not an Affiliate of the Issuer and that, to its knowledge, the proposed transferee ☐ is / ☐ is not an Affiliate of the Issuer.

In connection with any transfer or exchange of any of the Notes evidenced by this certificate occurring prior to the date that is one year after the later of the date of original issuance of such Notes and the last date, if any, on which such Notes were owned by the Issuer or any Affiliate of the Issuer, the undersigned confirms that such Notes are being:

CHECK ONE BOX BELOW:

(1) ☐ acquired for the undersigned's own account, without transfer; or

(2) ☐ transferred to the Issuer; or

(3) ☐ transferred pursuant to and in compliance with Rule 144A under the Securities Act of 1933, as amended (the " Securities Act"); or

(4) ☐ transferred pursuant to an effective registration statement under the Securities Act; or

(5) ☐ transferred pursuant to and in compliance with Regulation S under the Securities Act; or

(6) ☐ transferred to an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) or an "accredited investor" (as defined in Rule 501(a)(4) under the Securities Act), that has furnished to the Trustee a signed letter containing certain representations and agreements (the form of which letter appears as Exhibit G or I of the Indenture, respectively); or

(7) ☐ transferred pursuant to another available exemption from the registration requirements of the Securities Act of 1933, as amended.

Unless one of the boxes is checked, the Registrar will refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered Holder thereof; *provided*, *however*, that if box (5), (6) or (7) is checked, the Issuer may require, prior to registering any such transfer of the Notes, in its sole discretion, such legal opinions, certifications and other information as the Issuer may reasonably request to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933, as amended, such as the exemption provided by Rule 144 under such Act.

Signature

Signature Guarantee:

(Signature must be guaranteed)

Signature

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

TO BE COMPLETED BY PURCHASER IF BOX
(1) OR (3) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, as amended, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuer as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Dated:

[TO BE ATTACHED TO GLOBAL NOTES]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTES

The following increases or decreases in this Global Note have been made:

| Date of Exchange | Amount of decrease in Principal Amount of this Global Note | Amount of increase in Principal Amount of this Global Note | Principal Amount of this Global Note following such decrease or increase | Signature of authorized signatory of Trustee or Notes Custodian |
|---|---|---|---|---|
| | | | | |

OPTION OF HOLDER TO ELECT PURCHASE

If you elect to have this Note purchased by the Issuer pursuant to Section 3.5 or 3.9 of the Indenture, check either box:

Section 3.5 ☐ Section 3.9 ☐

If you want to elect to have only part of this Note purchased by the Issuer pursuant to Section 3.5 or 3.9 of the Indenture, state the amount in principal amount (must be in denominations of $2,000 or an integral multiple of $1,000 in excess thereof): $ and specify the denomination or denominations (which shall not be less than the minimum authorized denomination) of the Notes to be issued to the Holder for the portion of the within Note not being repurchased (in the absence of any such specification, one such Note will be issued for the portion not being repurchased): .

Date: _____ Your Signature _____

(Sign exactly as your name appears on the other side of the Note)

Signature Guarantee: _____

(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

**EXHIBIT B**

[FORM OF face OF EXCHANGE GLOBAL NOTE]

[Depository Legend, if applicable]

No. [ ]

Principal Amount $[ ] [as revised by the Schedule of Increases and Decreases in Global Note attached hereto][6]
CUSIP NO.

FWCT-2 ESCROW CORPORATION

6.875% Senior Notes due 2022

FWCT-2 Escrow Corporation, a Delaware corporation, promises to pay to Cede & Co., or its registered assigns, the principal sum of Dollars, [as revised by the Schedule of Increases and Decreases in Global Note attached hereto], on February 1, 2022.

Interest Payment Dates: February 1 and August 1, commencing on August 1, 2014 [7]

Record Dates: January 15 and July 15

Additional provisions of this Note are set forth on the other side of this Note.

6 Insert in Global Notes only.
7 In the case of Notes issued on the Issue Date.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

**FWCT-2 ESCROW CORPORATION**

By: _____

Name:
Title:

TRUSTEE CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes referred to in the within-mentioned Indenture.

**REGIONS BANK**, as Trustee

By: _____
Authorized Signatory

Dated: _____

[FORM OF REVERSE SIDE OF NOTE]
FWCT-2 ESCROW CORPORATION

6.875% Senior Notes due 2022

Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Indenture.

1. Interest

FWCT-2 Escrow Corporation, a Delaware corporation, promises to pay interest on the principal amount of this Note at 6.875% per annum from January 27, 2014[8] until maturity. The Issuer will pay interest semi-annually in arrears every February 1 and August 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "Interest Payment Date"). Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from January 27, 2014[9]; *provided*, that the first Interest Payment Date shall be August 1, 2014.[10] The Issuer shall pay interest on overdue principal at the rate specified herein, and it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful. Interest on the Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each interest period will end on (but not include) the relevant Interest Payment Date.

2. Method of Payment

By no later than 10:00 a.m. (New York City time) on the date on which any principal of, premium, if any, or interest, if any, on any Note is due and payable, the Issuer shall deposit with the Paying Agent a sum sufficient in immediately available funds to pay such principal, premium, and interest, if any, when due. Interest on any Note which is payable, and is timely paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered at the close of business on the preceding January 15 or July 15, as applicable, at the office or agency of the Issuer maintained for such purpose pursuant to Section 2.3 of the Indenture. The principal of (and premium, if any) and interest on the Notes shall be payable at the office or agency of Paying Agent or Registrar designated by the Issuer maintained for such purpose (which shall initially be the office of the Trustee maintained for such purpose), or at such other office or agency of the Issuer as may be maintained for such purpose pursuant to Section 2.3 of the Indenture; *provided*, *however*, that, at the option of the Paying Agent, each installment of interest may be paid by (i) check mailed to addresses of the Persons entitled thereto as such addresses shall appear on the Notes Register or (ii) wire transfer to an account located in the United States maintained by the payee, subject to the last sentence of this paragraph. Payments in respect of Notes represented by a Global Note (including principal, premium, if any, and interest, if any) will be made by wire transfer of immediately available funds to the accounts specified by The Depository Trust Company or any successor depository. Payments in respect of Notes represented by Definitive Notes (including principal, premium, if any, and interest, if any) held by a Holder of at least $1,000,000 aggregate principal amount of Notes represented by Definitive Notes will be made by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than fifteen (15) days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion). If an Interest Payment Date is a Legal Holiday, payment shall be made on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period. If a regular record date is a Legal Holiday, the record date shall not be affected.

8 In the case of Notes issued on the Issue Date.
9 In the case of Notes issued on the Issue Date.
10 In the case of Notes issued on the Issue Date.

3. Paying Agent and Registrar

The Issuer initially appoints Regions Bank (the "Trustee") as Registrar and Paying Agent for the Notes. The Issuer may change any Registrar or Paying Agent without prior notice to the Holders. The Issuer or any Guarantor may act as Paying Agent, Registrar or transfer agent.

4. Indenture

The Issuer issued the Notes under an Indenture dated as of January 27, 2014 (as it may be amended or supplemented from time to time in accordance with the terms thereof, the "Indenture"), among the Issuer, the Guarantors party thereto and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbbb) (the "Act"). The Notes are subject to all terms and provisions of the Indenture, and Holders are referred to the Indenture and the Act for a statement of those terms.

5. Guarantees

To guarantee the due and punctual payment of the principal and interest, if any (including post-filing or post-petition interest) on the Notes and all other amounts payable by the Issuer under the Indenture and the Notes when and as the same shall be due and payable, whether at maturity, by acceleration or otherwise, according to the terms of the Notes and the Indenture, the Guarantors will unconditionally guarantee (and future guarantors, jointly and severally with the Guarantors, will fully and unconditionally Guarantee) such obligations on a senior basis pursuant to the terms of the Indenture.

6. Optional Redemption

(a) At any time and from time to time on or after the Issue Date and prior to February 1, 2018, the Issuer may redeem the Notes in whole or in part, at its option, upon not less than 30 nor more than 60 days' prior notice at a redemption price equal to 100% of the principal amount of the Notes to be redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to the redemption date.

(b) At any time and from time to time on or after February 1, 2018, the Issuer may redeem the Notes in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the percentage of principal amount set forth below plus accrued and unpaid interest, if any, on the Notes redeemed, to the applicable date of redemption, if redeemed during the twelve-month period beginning on February 1 of the years indicated below:

| Year | Percentage |
|---|---|
| 2018 | 103.438% |
| 2019 | 101.719% |
| 2020 and thereafter | 100.000% |

(c) At any time and from time to time on or after the Issue Date and prior to February 1, 2017, the Issuer may redeem Notes with the net cash proceeds received by the Issuer from any Equity Offering (other than Excluded Contributions) at a redemption price (expressed as a percentage of principal amount) equal to 106.875% plus accrued and unpaid interest, if any, to the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the original aggregate principal amount of the Notes (including Additional Notes); *provided* that:

(1) in each case the redemption takes place not later than 180 days after the closing of the related Equity Offering; and

(2) not less than 50% of the original aggregate principal amount of the Notes issued under the Indenture remains outstanding immediately thereafter (excluding Notes held by the Issuer or any of its Restricted Subsidiaries).

(e) Any redemption and notice of redemption may, at the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent (including, in the case of a redemption related to an Equity Offering, the consummation of such Equity Offering).

(f) If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest will be paid to the Person in whose name the Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose Notes will be subject to redemption by the Issuer.

(g) Unless the Issuer defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

(h) Any redemption pursuant to this paragraph 6 shall be made pursuant to the provisions of Sections 5.1 through 5.6 of the Indenture.

The Issuer is not required to make mandatory redemptions or sinking fund payments with respect to the Notes; *provided*, *however*, that under certain circumstances, the Issuer may be required to offer to purchase Notes under Section 3.5 and Section 3.9 of the Indenture. The Issuer may at any time and from time to time purchase Notes in the open market or otherwise.

7. [Reserved]

8. Repurchase Provisions

If a Change of Control occurs, unless the Issuer has previously or concurrently delivered a redemption notice with respect to all outstanding Notes pursuant to Section 5.7 of the Indenture, each Holder will have the right to require the Issuer to repurchase from each Holder all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to but excluding the date of purchase, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date as provided in, and subject to the terms of, the Indenture.

Upon certain Asset Sales, the Issuer may be required to use the Excess Proceeds from such Asset Sales to offer to purchase the maximum aggregate principal amount of Notes and, at the Issuer's option, Senior Indebtedness that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date fixed for the closing of such offer, in accordance with the procedures set forth in Section 3.5 and in Article V of the Indenture.

9. Denominations; Transfer; Exchange

The Notes shall be issuable only in fully registered form in minimum denominations of principal amount of $2,000 and any integral multiple of $1,000 in excess thereof. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay a sum sufficient to cover any tax and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange of any Note (A) for a period beginning (1) fifteen (15) days before the mailing of a notice of an offer to repurchase or redeem Notes and ending at the close of business on the day of such mailing or (2) fifteen (15) days before an Interest Payment Date and ending on such Interest Payment Date or (B) called for redemption, except the unredeemed portion of any Note being redeemed in part.

10. Persons Deemed Owners

The registered Holder of this Note may be treated as the owner of it for all purposes.

11. Discharge and Defeasance

Subject to certain exceptions and conditions set forth in the Indenture, the Issuer at any time may terminate some or all of its obligations under the Notes and the Indenture if the Issuer deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest, if any on the Notes to redemption or maturity, as the case may be.

12. Amendment, Supplement, Waiver

Subject to certain exceptions contained in the Indenture, Note Documents may be waived, with the consent of the Holders of a majority in aggregate principal amount of the outstanding Notes (including consents obtained in connection with a purchase, or tender offer or exchange offer for, such Notes). Without notice to or the consent of any Holder, the Issuer, the Guarantors and the Trustee may amend or supplement the Note Documents as provided in the Indenture.

13. Defaults and Remedies

If an Event of Default (other than an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Issuer or certain Guarantors) occurs and is continuing, the Trustee by notice to the Issuer, or the Holders of at least 30% in principal amount of the outstanding Notes by notice to the Issuer and the Trustee, may declare the principal of, and accrued and unpaid interest on all the Notes to be due and payable immediately. Upon the effectiveness of such declaration, such principal and accrued and unpaid interest, if any, will be due and payable immediately. If a bankruptcy, insolvency or reorganization of the Issuer or certain Guarantors occurs and is continuing, the principal of, premium, if any, and accrued and unpaid interest and any other monetary obligations on all the Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. Under certain circumstances, the Holders of a majority in principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

14. Trustee Dealings with the Issuer

Subject to certain limitations set forth in the Indenture, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer, Guarantors or their Affiliates with the same rights it would have if it were not Trustee. In addition, the Trustee shall be permitted to engage in transactions with the Issuer; *provided*, *however*, that if the Trustee acquires any conflicting interest under the Trust Indenture Act, the Trustee must (i) eliminate such conflict within 90 days of acquiring such conflicting interest, (ii) apply to the Commission for permission to continue acting as Trustee or (iii) resign.

15. No Recourse Against Others

No director, officer, employee, incorporator or shareholder of the Issuer or any of its Subsidiaries or Affiliates, as such (other than the Issuer and the Guarantors), shall have any liability for any obligations of the Issuer or the Guarantors under any Note Documents or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

16. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent acting on its behalf) manually signs the certificate of authentication on the other side of this Note.

17. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with rights of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gift to Minors Act).

17. CUSIP and ISIN Numbers

The Issuer has caused CUSIP and ISIN numbers, if applicable, to be printed on the Notes and has directed the Trustee to use CUSIP and ISIN numbers, if applicable, in notices of redemption or purchase as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption or purchase and reliance may be placed only on the other identification numbers placed thereon.

18. Governing Law

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

The Issuer will furnish to any Holder upon written request and without charge to the Holder a copy of the Indenture. Requests may be made to:

Community Health Systems, Inc..
4000 Meridian Boulevard
Franklin, TN 37067-6325,
Attention: General Counsel

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

(Print or type assignee's name, address and zip code)

(Insert assignee's social security or tax I.D. No.)

and irrevocably appoint agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: Your Signature:

Signature Guarantee:

(Signature must be guaranteed)

Sign exactly as your name appears on the other side of this Note.

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

[TO BE ATTACHED TO GLOBAL NOTES]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTES

The following increases or decreases in this Global Note have been made:

| Date of Exchange | Amount of decrease in Principal Amount of this Global Note | Amount of increase in Principal Amount of this Global Note | Principal Amount of this Global Note following such decrease or increase | Signature of authorized signatory of Trustee or Notes Custodian |
|---|---|---|---|---|
| | | | | |

OPTION OF HOLDER TO ELECT PURCHASE

If you elect to have this Note purchased by the Issuer pursuant to Section 3.5 or 3.9 of the Indenture, check either box:

Section 3.5 ☐ Section 3.9 ☐

If you want to elect to have only part of this Note purchased by the Issuer pursuant to Section 3.5 or 3.9 of the Indenture, state the amount in principal amount (must be in denominations of $2,000 or an integral multiple of $1,000 in excess thereof): $ and specify the denomination or denominations (which shall not be less than the minimum authorized denomination) of the Notes to be issued to the Holder for the portion of the within Note not being repurchased (in the absence of any such specification, one such Note will be issued for the portion not being repurchased): .

Date: _____ Your Signature _____

(Sign exactly as your name appears on the other side of the Note)

Signature Guarantee: _____

(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

**EXHIBIT C**

**Form of Assumption Supplemental Indenture**

ASSUMPTION SUPPLEMENTAL INDENTURE, (this "Assumption Supplemental Indenture") dated as of [—], 2014, by and among CHS/Community Health Systems, Inc., a Delaware corporation ("Issuer"), the parties that are signatories hereto as Guarantors (each, a " Guaranteeing Party") and Regions Bank, as Trustee under the Indenture referred to below.

W I T N E S S E T H:

WHEREAS, FWCT-2 Escrow Corporation (the "Escrow Issuer") has heretofore executed and delivered an indenture dated as of January 27, 2014 (as amended, supplemented, waived or otherwise modified, the " Indenture"), providing for the issuance on such date of an aggregate principal amount of $3,000,000,000 of 6.875% Senior Notes due 2022 (the " Notes") of the Escrow Issuer;

WHEREAS, Section 4.2 of the Indenture requires the Issuer and each Guaranteeing Subsidiaries to execute the Assumption Supplemental Indenture immediately after the Escrow Merger; and

WHEREAS, pursuant to Section 9.1 of the Indenture, the Issuer, any Guarantor and the Trustee are authorized to execute and deliver this Assumption Supplemental Indenture to amend or supplement the Indenture, without the consent of any Holder.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Guaranteeing Parties and the Trustee mutually covenant and agree for the benefit of the Trustee and the Holders of the Notes as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Defined Terms. As used in this Assumption Supplemental Indenture, terms defined in the Indenture or in the preamble or recitals hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Assumption Supplemental Indenture refer to this Assumption Supplemental Indenture as a whole and not to any particular section hereof.

ARTICLE II

AGREEMENT TO BE BOUND; GUARANTEE

SECTION 2.1. Agreement to be Bound. Without limiting the assumption by operation of law occasioned by the Escrow Merger, the Issuer hereby becomes party to the Indenture as the "Issuer" for all purposes thereof and as such will have all of the rights and be subject to all of the obligations and agreements of the "Issuer" under the Indenture. Each of the Guaranteeing Parties hereby becomes a party to the Indenture as a "Guarantor" and as such will have all of the rights and be subject to all of the obligations and agreements of a "Guarantor" under the Indenture.

SECTION 2.2. Guarantee. Each of the Guaranteeing Parties agrees, on a joint and several basis with each other Guaranteeing Party, to fully, unconditionally and irrevocably Guarantee to each Holder of the Notes and the Trustee the Guaranteed Obligations pursuant to Article X of the Indenture as and to the extent provided for therein.

ARTICLE III

MISCELLANEOUS

SECTION 3.1. Notices. All notices and other communications to the Guaranteeing Parties shall be given as provided in the Indenture.

SECTION 3.2. Governing Law. This Assumption Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 3.3. Severability. In case any provision in this Assumption Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 3.4. Benefits Acknowledged. Each Guaranteeing Party's Note Guarantee is subject to the terms and conditions set forth in the Indenture. Each Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Assumption Supplemental Indenture and that the guarantee and waivers made by it pursuant to its Note Guarantee are knowingly made in contemplation of such benefits.

SECTION 3.5. Ratification of Indenture; Supplemental Indentures Part of Indenture . Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Assumption Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby and entitled to the benefits hereof.

SECTION 3.6. The Trustee. The Trustee makes no representation or warranty as to the validity or sufficiency of this Assumption Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.

SECTION 3.7. Counterparts. The parties hereto may sign any number of copies of this Assumption Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Assumption Supplemental Indenture and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Assumption Supplemental Indenture as to the parties hereto and may be used in lieu of the original Assumption Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 3.8. Execution and Delivery. Each Guaranteeing Party agrees that its Note Guarantee shall remain in full force and effect notwithstanding any absence on each Note of a notation of any such Note Guarantee.

SECTION 3.9. Headings. The headings of the Articles and the Sections in this Assumption Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Supplemental Indenture to be duly executed as of the date first above written.

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

By: _____
Name:
Title:

**HOLDINGS AND THE SUBSIDIARY GUARANTORS,**
as a Guarantor

By: _____
Name:
Title:

**REGIONS BANK**,
as Trustee

By: _____
Name:
Title:

**EXHIBIT D**

**Form of Supplemental Indenture**

SUPPLEMENTAL INDENTURE, (this "Supplemental Indenture") dated as of [ ], 20[ ], by and among CHS/Community Health Systems, Inc., a Delaware corporation ("Issuer"), the parties that are signatories hereto as Guarantors (each a " Guaranteeing Subsidiary") and Regions Bank, as Trustee under the Indenture referred to below.

W I T N E S S E T H:

WHEREAS, each of the Issuer, the Guarantors and the Trustee have heretofore executed and delivered an indenture dated as of January 27, 2014 (as amended, supplemented, waived or otherwise modified, the " Indenture"), providing for the issuance on such date of an aggregate principal amount of $3,000,000,000 of 6.875% Senior Notes due 2022 (the " Notes") of the Issuer;

WHEREAS, the Indenture provides that the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Issuer's Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the " Note Guarantee"), each on the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 9.1 of the Indenture, the Issuer, any Guarantor and the Trustee are authorized to execute and deliver this Supplemental Indenture to amend or supplement the Indenture, without the consent of any Holder;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for the benefit of the Trustee and the Holders of the Notes as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recitals hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

ARTICLE II

AGREEMENT TO BE BOUND; GUARANTEE

SECTION 2.1. Agreement to be Bound. Each of the Guaranteeing Subsidiaries hereby becomes a party to the Indenture as a "Guarantor" and as such will have all of the rights and be subject to all of the obligations and agreements of a "Guarantor" under the Indenture.

SECTION 2.2. Guarantee. Each of the Guaranteeing Subsidiaries agrees, on a joint and several basis with all the existing Guarantors, to fully, unconditionally and irrevocably Guarantee to each Holder of the Notes and the Trustee the Guaranteed Obligations pursuant to Article X of the Indenture as and to the extent provided for therein.

ARTICLE III

MISCELLANEOUS

SECTION 3.1. Notices. All notices and other communications to the Guarantors shall be given as provided in the Indenture.

SECTION 3.2. Merger and Consolidation. Each Guaranteeing Subsidiary shall not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into, another Person (other than the Issuer or any Restricted Subsidiary that is a Guarantor or becomes a Guarantor concurrently with the transaction) except in accordance with Section 4.1(e) of the Indenture.

SECTION 3.3. Release of Guarantee. The Note Guarantees hereunder may be released in accordance with Section 10.2 of the Indenture.

SECTION 3.4. Parties. Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or the Indenture or any provision herein or therein contained

SECTION 3.5. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 3.6. Severability. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 3.7. Benefits Acknowledged. Each Guaranteeing Subsidiary's Note Guarantee is subject to the terms and conditions set forth in the Indenture. Each Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to its Note Guarantee are knowingly made in contemplation of such benefits.

SECTION 3.8. Ratification of Indenture; Supplemental Indentures Part of Indenture . Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 3.9. The Trustee. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.

SECTION 3.10. Counterparts. The parties hereto may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 3.11. Execution and Delivery. Each Guaranteeing Subsidiary agrees that its Note Guarantee shall remain in full force and effect notwithstanding any absence on each Note of a notation of any such Note Guarantee.

SECTION 3.12. Headings. The headings of the Articles and the Sections in this Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

**[SUBSIDIARY GUARANTORS]**,
as a Guarantor

By: _____
Name:
Title:

Acknowledged by:

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

By: _____

Name:
Title:

**REGIONS BANK**,
as Trustee

By: _____
Name:
Title:

**EXHIBIT E**

**Form of Certificate to be Delivered Upon Termination of Restricted Period**

[Date]

Community Health Systems, Inc..
4000 Meridian Boulevard
Franklin, TN 37067-6325,
Attention: [General Counsel]
Facsimile: (615) 373-9704

Regions Bank
as Trustee and Registrar
Corporate Trust Services
315 Deaderick Street, 4th Floor
Nashville, TN 37238
Attention: [—]
Facsimile: [—]

with a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Michael Kim
Facsimile: (212) 446-4746

Re: FWCT-2 Escrow Corporation (the "Issuer").

6.875% Senior Notes due 2022 (the "Notes")

Ladies and Gentlemen:

This letter relates to Notes represented by a temporary global Note (the " Temporary Regulation S Global Note"). Pursuant to Section 2.1 of the Indenture dated as of January 27, 2014 relating to the Notes (the " Indenture"), we hereby certify that the persons who are the beneficial owners of $[ ] principal amount of Notes represented by the Temporary Regulation S Global Note are persons outside the United States to whom beneficial interests in such Notes could be transferred in accordance with Rule 904 of Regulation S promulgated under the Securities Act of 1933, as amended. Accordingly, you are hereby requested to issue a Permanent Regulation S Global Note representing the undersigned's interest in the principal amount of Notes represented by the Temporary Regulation S Global Note, all in the manner provided by the Indenture. We certify that we [are][are not] an Affiliate of the Issuer.

The Trustee, Registrar and the Issuer are entitled to conclusively rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby. Terms used in this letter have the meanings set forth in Regulation S.

Very truly yours,

[Name of Transferor]

By: _____

Authorized Signature

**EXHIBIT F**

**Form of Certificate to be Delivered in Connection with Transfers to IAIs**

[Date]

Community Health Systems, Inc..
4000 Meridian Boulevard
Franklin, TN 37067-6325,
Attention: [General Counsel]
Facsimile: (615) 373-9704

Regions Bank
as Trustee and Registrar
Corporate Trust Services
315 Deaderick Street, 4th Floor
Nashville, TN 37238
Attention: [—]
Facsimile: [—]

with a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Michael Kim
Facsimile: (212) 446-4746

Re: FWCT-2 Escrow Corporation (the "Issuer").

6.875% Senior Notes due 2022 (the "Notes")

Ladies and Gentlemen:

This certificate is delivered to request a transfer of $[ ] principal amount of the 6.875% Senior Notes due 2022 (the " Notes") of FWCT-2 Escrow Corporation (the "Issuer").

Upon transfer, the Notes would be registered in the name of the new beneficial owner as follows:

Name: _____

Address: _____

Taxpayer ID Number: _____

The undersigned represents and warrants to you that:

1. We are an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933, as amended (the " Securities Act")) purchasing for our own account or for the account of such an institutional "accredited investor" at least $250,000 principal amount of the Notes, and we are acquiring the Notes not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act. We have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risk of our investment in the Notes and we invest in or purchase securities similar to the Notes in the normal course of our business. We and any accounts for which we are acting are each able to bear the economic risk of our or its investment.

2. We understand that the Notes have not been registered under the Securities Act and, unless so registered, may not be sold except as permitted in the following sentence. We agree on our own behalf and on behalf of any investor account for which we are purchasing Notes to offer, sell or otherwise transfer such Notes prior to the date that is one year after the later of the date of original issue and the last date on which the Issuer or any affiliate of the Issuer was the owner of such Notes (or any predecessor thereto) (the "Resale Restriction Termination Date") only (a) to the Issuer or any Subsidiary thereof, (b) pursuant to an effective registration statement under the Securities Act, (c) in a transaction complying with the requirements of Rule 144A under the Securities Act, to a person we reasonably believe is a "qualified institutional buyer" under Rule 144A of the Securities Act (a "QIB") that is purchasing for its own account or for the account of a QIB and to whom notice is given that the transfer is being made in reliance on Rule 144A, (d) pursuant to offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the Securities Act, (e) to an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act that is purchasing for its own account or for the account of such an institutional "accredited investor," in each case in a minimum principal amount of Notes of $250,000 for investment purposes and not with a view to or for offer or sale in connection with any distribution in violation of the Securities Act or (f) pursuant to any other available exemption from the registration requirements of the Securities Act, subject in each of the foregoing cases to any requirement of law that the disposition of our property or the property of such investor account or accounts be at all times within our or their control and in compliance with any applicable state securities laws. The foregoing restrictions on resale will not apply subsequent to the Resale Restriction Termination Date. If any resale or other transfer of the Notes is proposed to be made pursuant to clause (e) above prior to the Resale Restriction Termination Date, the transferor shall deliver a letter from the transferee substantially in the form of this letter to the Issuer and the Trustee, which shall provide, among other things, that the transferee is an institutional "accredited investor" (within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act) and that it is acquiring such Notes for investment purposes and not for distribution in violation of the Securities Act. Each purchaser acknowledges that the Issuer and the Trustee reserve the right prior to any offer, sale or other transfer prior to the Resale Termination Date of the Notes pursuant to clauses (d), (e) or (f) above to require the delivery of an opinion of counsel, certifications and/or other information satisfactory to the Issuer.

3. We [are][are not] an Affiliate of the Issuer.

TRANSFEREE: _____

BY: _____

**EXHIBIT G**

**Form of Certificate to be Delivered in Connection with Transfers Pursuant to Regulation S**

[Date]

Community Health Systems, Inc..
4000 Meridian Boulevard
Franklin, TN 37067-6325,
Attention: [General Counsel]
Facsimile: (615) 373-9704

Regions Bank
as Trustee and Registrar
Corporate Trust Services
315 Deaderick Street, 4th Floor
Nashville, TN 37238
Attention: [—]
Facsimile: [—]

Re: FWCT-2 Escrow Corporation (the "Issuer").

6.875% Senior Notes due 2022 (the "Notes")

Ladies and Gentlemen:

In connection with our proposed sale of $[ ] aggregate principal amount of the Notes, we confirm that such sale has been effected pursuant to and in accordance with Regulation S under the United States Securities Act of 1933, as amended (the " Securities Act"), and, accordingly, we represent that:

(a) the offer of the Notes was not made to a person in the United States;

(b) either (i) at the time the buy order was originated, the transferee was outside the United States or we and any person acting on our behalf reasonably believed that the transferee was outside the United States or (ii) the transaction was executed in, on or through the facilities of a designated off-shore securities market and neither we nor any person acting on our behalf knows that the transaction has been pre-arranged with a buyer in the United States;

(c) no directed selling efforts have been made in the United States in contravention of the requirements of Rule 903(a)(2) or Rule 904(a)(2) of Regulation S, as applicable; and

(d) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act.

In addition, if the sale is made during a restricted period and the provisions of Rule 903(b)(2), Rule 903(b)(3) or Rule 904(b)(1) of Regulation S are applicable thereto, we confirm that such sale has been made in accordance with the applicable provisions of Rule 903(b)(2), Rule 903(b)(3) or Rule 904(b)(1), as the case may be.

We also hereby certify that we [are][are not] an Affiliate of the Issuer and, to our knowledge, the transferee of the Notes [is][is not] an Affiliate of the Issuer.

The Trustee, Registrar and the Issuer are entitled to conclusively rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby. Terms used in this certificate have the meanings set forth in Regulation S.

Very truly yours,

[Name of Transferor]

By: _____

Authorized Signature

**Exhibit 4.4**

EXECUTION COPY

**Assumption Supplemental Indenture**

ASSUMPTION SUPPLEMENTAL INDENTURE, (this "Assumption Supplemental Indenture") dated as of January 27, 2014, by and among CHS/Community Health Systems, Inc., a Delaware corporation ("Issuer"), the parties that are signatories hereto as Guarantors (each, a "Guaranteeing Party") and Regions Bank, as Trustee under the Indenture referred to below.

W I T N E S S E T H:

WHEREAS, FWCT-2 Escrow Corporation (the "Escrow Issuer") has heretofore executed and delivered an indenture dated as of January 27, 2014 (as amended, supplemented, waived or otherwise modified, the "Indenture"), providing for the issuance on such date of an aggregate principal amount of $3,000,000,000 of 6.875% Senior Notes due 2022 (the "Notes") of the Escrow Issuer;

WHEREAS, Section 4.2 of the Indenture requires the Issuer and each Guaranteeing Subsidiaries to execute the Assumption Supplemental Indenture immediately after the Escrow Merger; and

WHEREAS, pursuant to Section 9.1 of the Indenture, the Issuer, any Guarantor and the Trustee are authorized to execute and deliver this Assumption Supplemental Indenture to amend or supplement the Indenture, without the consent of any Holder.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Guaranteeing Parties and the Trustee mutually covenant and agree for the benefit of the Trustee and the Holders of the Notes as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Defined Terms. As used in this Assumption Supplemental Indenture, terms defined in the Indenture or in the preamble or recitals hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Assumption Supplemental Indenture refer to this Assumption Supplemental Indenture as a whole and not to any particular section hereof.

ARTICLE II

AGREEMENT TO BE BOUND; GUARANTEE

SECTION 2.1. Agreement to be Bound. Without limiting the assumption by operation of law occasioned by the Escrow Merger, the Issuer hereby becomes party to the Indenture as the "Issuer" for all purposes thereof and as such will have all of the rights and be subject to all of the obligations and agreements of the "Issuer" under the Indenture. Each of the Guaranteeing Parties hereby becomes a party to the Indenture as a "Guarantor" and as such will have all of the rights and be subject to all of the obligations and agreements of a "Guarantor" under the Indenture.

SECTION 2.2. Guarantee. Each of the Guaranteeing Parties agrees, on a joint and several basis with each other Guaranteeing Party, to fully, unconditionally and irrevocably Guarantee to each Holder of the Notes and the Trustee the Guaranteed Obligations pursuant to Article X of the Indenture as and to the extent provided for therein.

ARTICLE III

MISCELLANEOUS

SECTION 3.1. Notices. All notices and other communications to the Guaranteeing Parties shall be given as provided in the Indenture.

SECTION 3.2. Governing Law. This Assumption Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 3.3. Severability. In case any provision in this Assumption Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 3.4. Benefits Acknowledged. Each Guaranteeing Party's Note Guarantee is subject to the terms and conditions set forth in the Indenture. Each Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Assumption Supplemental Indenture and that the guarantee and waivers made by it pursuant to its Note Guarantee are knowingly made in contemplation of such benefits.

SECTION 3.5. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Assumption Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby and entitled to the benefits hereof.

SECTION 3.6. The Trustee. The Trustee makes no representation or warranty as to the validity or sufficiency of this Assumption Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.

SECTION 3.7. Counterparts. The parties hereto may sign any number of copies of this Assumption Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Assumption Supplemental Indenture and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Assumption Supplemental Indenture as to the parties hereto and may be used in lieu of the original Assumption Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 3.8. Execution and Delivery. Each Guaranteeing Party agrees that its Note Guarantee shall remain in full force and effect notwithstanding any absence on each Note of a notation of any such Note Guarantee.

SECTION 3.9. Headings. The headings of the Articles and the Sections in this Assumption Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Supplemental Indenture to be duly executed as of the date first above written.

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

By: _____

Name: Rachel A. Seifert
Title: Executive Vice President and Secretary

*[Signature Page to the Senior Unsecured Notes Supplemental Indenture]*

Community Health Systems, Inc.

Abilene Hospital, LLC

Abilene Merger, LLC

Affinity Health Systems, LLC

Affinity Hospital, LLC

Anna Hospital Corporation

Berwick Hospital Company, LLC

Big Bend Hospital Corporation

Big Spring Hospital Corporation

Birmingham Holdings, LLC

Birmingham Holdings II, LLC

Blue Island Hospital Company, LLC

Blue Island Illinois Holdings, LLC

Bluefield Holdings, LLC

Bluefield Hospital Company, LLC

Bluffton Health System LLC

Brownsville Hospital Corporation

Brownwood Medical Center, LLC

Bullhead City Hospital Corporation

Bullhead City Hospital Investment Corporation

Carlsbad Medical Center, LLC

Centre Hospital Corporation

CHHS Holdings, LLC

CHS Kentucky Holdings, LLC

CHS Pennsylvania Holdings, LLC

CHS Virginia Holdings, LLC

CHS Washington Holdings, LLC

Clarksville Holdings, LLC

Clarksville Holdings II, LLC

Cleveland Hospital Corporation

Cleveland Tennessee Hospital Company, LLC

Clinton Hospital Corporation

Coatesville Hospital Corporation

College Station Medical Center, LLC

College Station Merger, LLC

Community GP Corp.

Community Health Investment Company, LLC

Community LP Corp.

CP Hospital GP, LLC

CPLP, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

Crestwood Hospital, LLC

Crestwood Hospital LP, LLC

CSMC, LLC

CSRA Holdings, LLC

Deaconess Holdings, LLC

Deaconess Hospital Holdings, LLC

Deming Hospital Corporation

Desert Hospital Holdings, LLC

Detar Hospital, LLC

DHFW Holdings, LLC

DHSC, LLC

Dukes Health System, LLC

Dyersburg Hospital Corporation

Emporia Hospital Corporation

Evanston Hospital Corporation

Fallbrook Hospital Corporation

Foley Hospital Corporation

Forrest City Arkansas Hospital Company, LLC

Forrest City Hospital Corporation

Fort Payne Hospital Corporation

Frankfort Health Partner, Inc.

Franklin Hospital Corporation

Gadsden Regional Medical Center, LLC

Galesburg Hospital Corporation

Granbury Hospital Corporation

Granite City Hospital Corporation

Granite City Illinois Hospital Company, LLC

Greenville Hospital Corporation

GRMC Holdings, LLC

Hallmark Healthcare Company, LLC

Hobbs Medco, LLC

Hospital of Barstow, Inc.

Hospital of Fulton, Inc.

Hospital of Louisa, Inc.

Hospital of Morristown, Inc.

Jackson Hospital Corporation (KY)

Jackson Hospital Corporation (TN)

Jourdanton Hospital Corporation

Kay County Hospital Corporation

Kay County Oklahoma Hospital Company, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

Kirksville Hospital Company, LLC

Lakeway Hospital Corporation

Lancaster Hospital Corporation

Las Cruces Medical Center, LLC

Lea Regional Hospital, LLC

Lexington Hospital Corporation

Longview Clinic Operations Company, LLC

Longview Merger, LLC

LRH, LLC

Lutheran Health Network of Indiana, LLC

Marion Hospital Corporation

Martin Hospital Corporation

Massillon Community Health System LLC

Massillon Health System LLC

Massillon Holdings, LLC

McKenzie Tennessee Hospital Company, LLC

McNairy Hospital Corporation

MCSA, L.L.C.

Medical Center of Brownwood, LLC

Merger Legacy Holdings, LLC

MMC of Nevada, LLC

Moberly Hospital Company, LLC

MWMC Holdings, LLC

Nanticoke Hospital Company, LLC

National Healthcare of Leesville, Inc.

National Healthcare of Mt. Vernon, Inc.

National Healthcare of Newport, Inc.

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

Payson Hospital Corporation

Peckville Hospital Company, LLC

Pennsylvania Hospital Company, LLC

By: _____
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

*[Signature Page to the Supplemental Indenture for the Senior Unsecured Notes]*

| | |
|---|---|
| Phillips Hospital Corporation | River Region Medical Corporation |
| Phoenixville Hospital Company, LLC | Roswell Hospital Corporation |
| Pottstown Hospital Company, LLC | Ruston Hospital Corporation |
| QHG Georgia Holdings, Inc. | Ruston Louisiana Hospital Company, LLC |
| QHG Georgia Holdings II, LLC | SACMC, LLC |
| QHG of Bluffton Company, LLC | Salem Hospital Corporation |
| QHG of Clinton County, Inc. | San Angelo Community Medical Center, LLC |
| QHG of Enterprise, Inc. | San Angelo Medical, LLC |
| QHG of Forrest County, Inc. | San Miguel Hospital Corporation |
| QHG of Fort Wayne Company, LLC | Scranton Holdings, LLC |
| QHG of Hattiesburg, Inc. | Scranton Hospital Company, LLC |
| QHG of Massillon, Inc. | Scranton Quincy Holdings, LLC |
| QHG of South Carolina, Inc. | Scranton Quincy Hospital Company, LLC |
| QHG of Spartanburg, Inc. | Shelbyville Hospital Corporation |
| QHG of Springdale, Inc. | Siloam Springs Arkansas Hospital Company, LLC |
| QHG of Warsaw Company, LLC | Siloam Springs Holdings, LLC |
| Quorum Health Resources, LLC | Southern Texas Medical Center, LLC |
| Red Bud Hospital Corporation | Spokane Valley Washington Hospital Company, LLC |
| Red Bud Illinois Hospital Company, LLC | Spokane Washington Hospital Company, LLC |
| Regional Hospital of Longview, LLC | Tennyson Holdings, LLC |

By: _____
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

*[Signature Page to the Supplemental Indenture for the Senior Unsecured Notes]*

Tooele Hospital Corporation

Tomball Texas Holdings, LLC

Tomball Texas Hospital Company, LLC

Triad Healthcare Corporation

Triad Holdings III, LLC

Triad Holdings IV, LLC

Triad Holdings V, LLC

Triad Nevada Holdings, LLC

Triad of Alabama, LLC

Triad of Oregon, LLC

Triad-ARMC, LLC

Triad-El Dorado, Inc.

Triad-Navarro Regional Hospital Subsidiary, LLC

Tunkhannock Hospital Company, LLC

VHC Medical, LLC

Vicksburg Healthcare, LLC

Victoria Hospital, LLC

Virginia Hospital Company, LLC

Warren Ohio Hospital Company, LLC

Warren Ohio Rehab Hospital Company, LLC

Watsonville Hospital Corporation

Waukegan Hospital Corporation

Waukegan Illinois 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

Williamston Hospital Corporation

Women & Children's Hospital, LLC

Woodland Heights Medical Center, LLC

Woodward Health System, LLC

York Pennsylvania Holdings, LLC

York Pennsylvania Hospital Company, LLC

Youngstown Ohio Hospital Company, LLC

By: _____
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

**BROWNWOOD HOSPITAL, L.P.**

By: Brownwood Medical Center, LLC
Its: General Partner

**COLLEGE STATION HOSPITAL, L.P.**

By: College Station Medical Center, LLC
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

**VICTORIA OF TEXAS, L.P.**

By: Detar Hospital, LLC
Its: General Partner

By: _____
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the General Partners of the Guarantors set forth on this page.

| | |
|---|---|
| Amory HMA, LLC | HMA Fentress County General Hospital, LLC |
| Bartow HMA, LLC | HMA Santa Rosa Medical Center, LLC |
| Biloxi H.M.A., LLC | Hospital Management Associates, LLC |
| Brandon HMA, LLC | Jackson HMA, LLC |
| Brevard HMA Holdings, LLC | Jefferson County HMA, LLC |
| Brevard HMA Hospitals, LLC | Kennett HMA, LLC |
| Campbell County HMA, LLC | Key West HMA, LLC |
| Carlisle HMA, LLC | Knoxville HMA Holdings, LLC |
| Carolinas JV Holdings General, LLC | Lehigh HMA, LLC |
| Central Florida HMA Holdings, LLC | Madison HMA, LLC |
| Central States HMA Holdings, LLC | Melbourne HMA, LLC |
| Chester HMA, LLC | Mesquite HMA General, LLC |
| Citrus HMA, LLC | Metro Knoxville HMA, LLC |
| Clarksdale HMA, LLC | Mississippi HMA Holdings I, LLC |
| Cocke County HMA, LLC | Mississippi HMA Holdings II, LLC |
| Florida HMA Holdings, LLC | Monroe HMA, LLC |
| Fort Smith HMA, LLC | Naples HMA, LLC |
| Hamlet H.M.A., LLC | Poplar Bluff Regional Medical Center, LLC |
| Health Management Associates, Inc. | Port Charlotte HMA, LLC |
| Health Management General Partner, LLC | Punta Gorda HMA, LLC |

By: _____
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

*[Signature Page to the Supplemental Indenture for the Senior Unsecured Notes]*

River Oaks Hospital, LLC

Rockledge HMA, LLC

ROH, LLC

Sebastian Hospital, LLC

Sebring Hospital Management Associates, LLC

Southeast HMA Holdings, LLC

Southwest Florida HMA Holdings, LLC

Statesville HMA, LLC

Van Buren H.M.A., LLC

Venice HMA, LLC

Winder HMA, LLC

Yakima HMA, LLC

By: _____
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

**CAROLINAS JV HOLDINGS, L.P.**

By: Carolinas JV Holdings General, 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

**LONE STAR HMA, L.P.**

By: Mesquite HMA General, LLC
Its: General Partner

By: _____
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the General Partners of the Guarantors set forth on this page.

**REGIONS BANK,**
as Trustee

By: /s/ Paul Williams
Name: Paul Williams
Title: Vice President & Trust Officer

**Exhibit 4.5**

EXECUTION COPY

**$1,000,000,000**

**FWCT-2 Escrow Corporation**

**5.125% Senior Secured Notes due 2021**

**REGISTRATION RIGHTS AGREEMENT**

January 27, 2014

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
CREDIT SUISSE SECURITIES (USA) LLC,
As Representatives of the several Initial Purchasers,
C/O MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
One Bryant Park
New York, New York 10036

Ladies and Gentlemen:

FWCT-2 Escrow Corporation (the "**Escrow Issuer**"), a Delaware corporation and an indirect wholly owned subsidiary of Community Health Systems, Inc., a Delaware corporation ("**Holdings**"), agrees with Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, each as a representative (each, a "**Representative**") of the several initial purchasers named in Schedule A hereto (the " **Initial Purchasers**"), subject to the terms and conditions set forth in a purchase agreement, dated January 15, 2014 (the " **Purchase Agreement**"), to issue and sell to the several Initial Purchasers $1,000,000,000 aggregate principal amount of its 5.125% Senior Secured Notes due 2021 (the " **Notes**") to be unconditionally guaranteed (the "**Guarantees**") on the Completion Date (as defined below) by Holdings and the entities listed in Schedule I attached hereto (the " **Guarantors**"). The Initial Securities (as defined below) will be issued pursuant to an indenture, dated as of January 27, 2014 (the " **Base Indenture**"), among, initially, the Escrow Issuer, Regions Bank, an Alabama banking corporation, as Trustee (in such capacity, the "**Trustee**") and Credit Suisse AG, as collateral agent. If any of the conditions to the release of escrowed funds described in "— Escrow of Proceeds; Escrow Conditions" of the "Description of the Secured Notes" or the "Description of the Unsecured Notes" sections of the Preliminary Offering Memorandum (as defined in the Purchase Agreement) (other than condition (8) in each such section) will not be satisfied substantially concurrently with the Closing (as defined in the Purchase Agreement), (i) the Representatives will deposit the gross proceeds from the offering of Notes into an escrow account (the " **Escrow Account**") for the benefit of the holders of the Notes, (ii) the Issuer (as defined below) will deposit into the Escrow Account an amount of cash that, when taken together with the gross proceeds of the offering of the Notes deposited therein, will be sufficient to fund a special mandatory redemption of the Notes on February 28, 2014 and (iii) the Issuer will also deposit into the Escrow Account an amount of cash equal to five days of interest accrued on the Notes. In addition, on or prior to the date that is five business days prior to the last day of each month, from and including February 2014 through and including June 2014 (in each case, unless the Escrow Release Date (as defined in the Preliminary Offering Memorandum) has occurred), the Issuer will also deposit into the Escrow Account an amount of cash equal to the amount of interest that will accrue on the Notes from (and including) the first day of the following month through (and including) the last day of such following month (as calculated in accordance with the

terms of the Indenture (as defined below)). The Escrow Account will be governed by an escrow agreement (the " **Escrow Agreements**") dated as of the Closing Date, among the Escrow Issuer, the Trustee and Regions Bank, an Alabama banking corporation, as escrow agent (the " **Escrow Agent**"). If all of the conditions set forth in the Escrow Agreement are satisfied, the escrowed funds will be released as described in the Escrow Agreement (the date of such release (or under the circumstances described in the following sentence of this paragraph, the Closing Date) is referred to herein as the " **Completion Date**"). If all of the conditions to the release of escrowed funds described in "— Escrow of Proceeds; Escrow Conditions" of the "Description of the Secured Notes" and the "Description of the Unsecured Notes" sections of the Preliminary Offering Memorandum (other than condition (8) in each such section) will be satisfied substantially concurrently with the Closing, (i) the Escrow Account deposit and related procedures described in the Preliminary Offering Memorandum will not be implemented, (ii) the Notes will not be subject to any special mandatory redemption provisions and (iii) the " **Completion Date**" will be deemed to be the Closing Date for all purposes hereunder. On the Completion Date, the Escrow Merger (as defined in the Purchase Agreement), including the execution of a supplemental indenture to the Base Indenture (the "**Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**") by the Issuer, and the Guarantors, will be consummated. On the Completion Date, each of CHS/Community Health Systems, Inc. (the " **Issuer**") and the Guarantors will join this Agreement by execution and delivery to the Representatives of the joinder attached hereto as Annex A (the "**Registration Rights Joinder**"), pursuant to which each of the Issuer and the Guarantors shall obtain the same rights and be subject to the same obligations as though they each had entered into this Agreement on the date hereof. If the Escrow Issuer redeems the Notes pursuant to the special mandatory redemption provided for under the Base Indenture, then the consummation of such redemption shall cause this Agreement to automatically terminate. As used herein, (i) prior to the Completion Date, references to the "**Company**" refer only to the Escrow Issuer, and on and after the Completion Date, such references shall refer to the Issuer, and (ii) prior to the Completion Date, references to the "**Initial Securities**" refer only to the Notes, and on and after the Completion Date, such references shall refer to the Notes and the Guarantees.

As an inducement to the Initial Purchasers, the Company agrees and, upon execution and delivery of the Registration Rights Joinder, the Guarantors will agree with the Initial Purchasers, for the benefit of the holders of the Initial Securities (including, without limitation, the Initial Purchasers), the Exchange Securities (as defined below) and the Private Exchange Securities (as defined below) (collectively, the " **Holders**"), as follows:

1. *Registered Exchange Offer*. The Company shall, at its own cost, prepare and, not later than 365 days after the date of the original issue of the Initial Securities (the "**Issue Date**" and such date 365 days thereafter, the "**Target Date**"), file with the Securities and Exchange Commission (the "**Commission**") a registration statement (the "**Exchange Offer Registration Statement**") on an appropriate form under the Securities Act of 1933, as amended (the "**Securities Act**"), with respect to a proposed offer (the "**Registered Exchange Offer**") to the Holders of Transfer Restricted Securities (as defined in Section 6 hereof), who are not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer, to issue and deliver to such Holders, in exchange for the Initial Securities, a like aggregate principal amount of debt securities (the " **Exchange Securities**") of the Company issued under the Indenture and substantially identical in all material respects to the Initial Securities (except for the transfer restrictions relating to the Initial Securities) and registered under the Securities Act. Unless not permitted by applicable law or Commission policy, the Company shall (i) cause such Exchange Offer Registration Statement to become effective under the Securities Act, (ii) keep the Exchange Offer Registration Statement effective for not less than 30 days (or longer, if required by applicable law) after the date notice of the Registered Exchange Offer is mailed to the Holders (such period being called the " **Exchange Offer Registration Period**") and (iii) cause the Registered Exchange Offer to be completed, in each case, not later than the Target Date. For purposes of this Agreement, "business day" shall mean a day other than a Saturday, Sunday or other day on which banking institutions are authorized or required by law to close in New York City.

If the Company effects the Registered Exchange Offer, the Company will be entitled to consummate the Registered Exchange Offer 30 days after the commencement thereof; *provided* that the Company has accepted all the Initial Securities theretofore validly tendered in accordance with the terms of the Registered Exchange Offer.

Following the declaration of the effectiveness of the Exchange Offer Registration Statement, unless not permitted by applicable law or Commission policy, the Company shall promptly commence the Registered Exchange Offer, it being the objective of such Registered Exchange Offer to enable each Holder of Transfer Restricted Securities (as defined in Section 6 hereof) electing to exchange the Initial Securities for Exchange Securities (assuming that such Holder is not an affiliate of the Company within the meaning of the Securities Act, acquires the Exchange Securities in the ordinary course of such Holder's business and has no arrangements with any person to participate in the distribution of the Exchange Securities and is not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer) to trade such Exchange Securities from and after their receipt without any limitations or restrictions under the Securities Act and without material restrictions under the securities laws of the several states of the United States.

The Company acknowledges that, pursuant to current interpretations by the Commission's staff of Section 5 of the Securities Act, in the absence of an applicable exemption therefrom, (i) each Holder which is a broker-dealer electing to exchange Initial Securities, acquired for its own account as a result of market making activities or other trading activities, for Exchange Securities (an " **Exchanging Dealer**"), is required to deliver a prospectus containing the information set forth in (a) Annex B hereto on the cover, (b) Annex C hereto in the "**Exchange Offer Procedures**" section and the "**Purpose of the Exchange Offer**" section, and (c) Annex D hereto in the "**Plan of Distribution**" section of such prospectus in connection with a sale of any such Exchange Securities received by such Exchanging Dealer pursuant to the Registered Exchange Offer and (ii) an Initial Purchaser that elects to sell Exchange Securities acquired in exchange for Initial Securities constituting any portion of an unsold allotment is required to deliver a prospectus containing the information required by Items 507 or 508 of Regulation S-K under the Securities Act, as applicable, in connection with such sale.

The Company shall use commercially reasonable efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the prospectus contained therein, in order to permit such prospectus to be lawfully delivered by all persons subject to the prospectus delivery requirements of the Securities Act for such period of time as such persons must comply with such requirements in order to resell the Exchange Securities; *provided*, *however*, that (i) in the case where such prospectus and any amendment or supplement thereto must be delivered by an Exchanging Dealer or an Initial Purchaser, such period shall be the lesser of 180 days and the date on which all Exchanging Dealers and the Initial Purchasers have sold all Exchange Securities held by them (unless such period is extended pursuant to Section 3(j) below) and (ii) the Company shall make such prospectus and any amendment or supplement thereto, available to any broker-dealer for use in connection with any resale of any Exchange Securities for a period of not less than 90 days after the consummation of the Registered Exchange Offer.

If, upon consummation of the Registered Exchange Offer, any Initial Purchaser holds Initial Securities acquired by it as part of its initial distribution, the Company, simultaneously with the delivery of the Exchange Securities pursuant to the Registered Exchange Offer, shall issue and deliver to such Initial Purchaser upon the written request of such Initial Purchaser, in exchange (the " **Private Exchange**") for the Initial Securities held by such Initial Purchaser, a like principal amount of debt securities of the Company issued under the Indenture and identical in all material respects (including the existence of restrictions on transfer under the Securities Act and the securities laws of the several states of the United States, but excluding provisions relating to the matters described in Section 6 hereof) to the Initial Securities (the " **Private Exchange Securities**"). The Initial Securities, the Exchange Securities and the Private Exchange Securities are herein collectively called the " **Securities**".

In connection with the Registered Exchange Offer, the Company shall:

(a) mail to each Holder a copy of the prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(b) keep the Registered Exchange Offer open for not less than 30 days (or longer, if required by applicable law) after the date notice thereof is mailed to the Holders;

(c) utilize the services of a depositary for the Registered Exchange Offer with an address in the Borough of Manhattan, The City of New York, which may be the Trustee or an affiliate of the Trustee;

(d) permit Holders to withdraw tendered Securities at any time prior to the close of business, New York time, on the last business day on which the Registered Exchange Offer shall remain open; and

(e) otherwise comply with all applicable laws.

As soon as practicable after the close of the Registered Exchange Offer or the Private Exchange, as the case may be, the Company shall:

(x) accept for exchange all the Securities validly tendered and not withdrawn pursuant to the Registered Exchange Offer and the Private Exchange;

(y) deliver to the Trustee for cancellation all the Initial Securities so accepted for exchange; and

(z) cause the Trustee to authenticate and deliver promptly to each Holder of the Initial Securities, Exchange Securities or Private Exchange Securities, as the case may be, equal in principal amount to the Initial Securities of such Holder so accepted for exchange.

The Indenture will provide that the Exchange Securities will not be subject to the transfer restrictions set forth in the Indenture and that all the Securities will vote and consent together on all matters as one class and that none of the Securities will have the right to vote or consent as a class separate from one another on any matter.

Interest on each Exchange Security and Private Exchange Security issued pursuant to the Registered Exchange Offer and in the Private Exchange will accrue from the last interest payment date on which interest was paid on the Initial Securities surrendered in exchange therefor or, if no interest has been paid on the Initial Securities, from the initial date on which interest began to accrue on the Initial Securities.

Each Holder participating in the Registered Exchange Offer shall be required to represent in writing (which may be contained in the applicable letter of transmittal) to the Company that at the time of the consummation of the Registered Exchange Offer (i) any Exchange Securities received by such Holder will be acquired in the ordinary course of business, (ii) such Holder will have no arrangements or understanding with any person to participate in the distribution of the Securities or the Exchange Securities within the meaning of the Securities Act, (iii) such Holder is not an "affiliate," as defined in Rule 405 of the Securities Act, of the Company, or if it is an affiliate, such Holder will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable, (iv) if such Holder is not a broker-dealer, that it is not engaged in, and does not intend to engage in, the distribution of the Exchange Securities and (v) if such Holder is a broker-dealer, that it will receive Exchange Securities for its own account in exchange for Initial Securities that were acquired as a result of market-making activities or other trading activities and that it will be required to acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities.

Notwithstanding any other provisions hereof, the Company will ensure that (i) any Exchange Offer Registration Statement and any amendment thereto and any prospectus forming a part thereof and any supplement thereto complies as to form in all material respects with the Securities Act and the rules

and regulations thereunder, (ii) any Exchange Offer Registration Statement and any amendment thereto does not, when it becomes effective, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) any prospectus forming part of any Exchange Offer Registration Statement, and any supplement to such prospectus, does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

2. *Shelf Registration*. If, (i) because of any change in law or in applicable interpretations thereof by the staff of the Commission, the Company is not permitted to effect a Registered Exchange Offer, as contemplated by Section 1 hereof, (ii) the Registered Exchange Offer is not consummated by the Target Date, (iii) any Initial Purchaser so requests with respect to the Initial Securities (or the Private Exchange Securities) not eligible to be exchanged for Exchange Securities in the Registered Exchange Offer and held by it following consummation of the Registered Exchange Offer or (iv) any Holder (A) is prohibited by applicable law or Commission policy from participating in the Registered Exchange Offer, or (B) may not resell the Exchange Securities acquired by it in the Registered Exchange Offer to the public without delivering a prospectus, the Company shall take the following actions:

(a) The Company shall, at its cost, as promptly as practicable file with the Commission and thereafter shall use its reasonable best efforts to cause to be declared effective (unless it becomes effective automatically upon filing) a registration statement (the " **Shelf Registration Statement**" and, together with the Exchange Offer Registration Statement, a " **Registration Statement**") on an appropriate form under the Securities Act relating to the offer and sale of the Transfer Restricted Securities (as defined in Section 6 hereof) by the Holders thereof (x) in the case of clause (i) above, on or prior to the 335th day after the Issue Date or (y) in the case of clause (ii), (iii) or (iv) above, on or prior to the 90th day after the date on which such Shelf Registration Statement is required to be filed, in each case in accordance with the methods of distribution set forth in the Shelf Registration Statement and Rule 415 under the Securities Act (hereinafter, the "**Shelf Registration**"); *provided*, *however*, that no Holder (other than an Initial Purchaser) shall be entitled to have the Securities held by it covered by such Shelf Registration Statement unless such Holder agrees in writing to be bound by all the provisions of this Agreement applicable to such Holder.

(b) The Company shall use its reasonable best efforts to keep the Shelf Registration Statement continuously effective in order to permit the prospectus included therein to be lawfully delivered by the Holders of the relevant Securities, until the earlier of (x) one year from the date such Shelf Registration Statement is first declared effective and (y) the date on which all the Securities registered under the Shelf Registration Statement have been disposed of in accordance therewith (the "**Shelf Registration Period**"). The Company shall be deemed not to have used its reasonable best efforts to keep the Shelf Registration Statement effective during the requisite period if it voluntarily takes any action that would result in Holders of Securities covered thereby not being able to offer and sell such Securities during that period, unless (i) such action is required by applicable law or (ii) such action is taken by the Company in good faith and for valid business reasons (not including avoidance of the Company's obligations hereunder), including, but not limited to, the acquisition or divestiture of assets, so long as the Company promptly thereafter complies with the requirements of Section 3(j) hereof, if applicable.

(c) Notwithstanding any other provisions of this Agreement to the contrary, the Company shall cause the Shelf Registration Statement and the related prospectus and any amendment or supplement thereto, as of the effective date of the Shelf Registration Statement, amendment or supplement, (i) to comply in all material respects with the applicable requirements of the Securities Act and the rules and regulations of the Commission and (ii) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

3. *Registration Procedures*. In connection with any Shelf Registration contemplated by Section 2 hereof and, to the extent applicable, any Registered Exchange Offer contemplated by Section 1 hereof, the following provisions shall apply:

(a) The Company shall (i) furnish to each Initial Purchaser, prior to the filing thereof with the Commission, a copy of the Registration Statement and each amendment thereof and each supplement, if any, to the prospectus included therein and, in the event that an Initial Purchaser (with respect to any portion of an unsold allotment from the original offering) is participating in the Registered Exchange Offer or the Shelf Registration Statement, the Company shall use its reasonable best efforts to reflect in each such document, when so filed with the Commission, such comments as such Initial Purchaser reasonably may propose; (ii) include the information set forth in Annex B hereto on the cover, in Annex C hereto in the "Exchange Offer Procedures" section and the "Purpose of the Exchange Offer" section and in Annex D hereto in the "Plan of Distribution" section of the prospectus forming a part of the Exchange Offer Registration Statement and include the information set forth in Annex E hereto in the Letter of Transmittal delivered pursuant to the Registered Exchange Offer; (iii) if requested by an Initial Purchaser in writing, include the information required by Items 507 or 508 of Regulation S-K under the Securities Act, as applicable, in the prospectus forming a part of the Exchange Offer Registration Statement; (iv) include within the prospectus contained in the Exchange Offer Registration Statement a section entitled "Plan of Distribution," reasonably acceptable to the Initial Purchasers, which shall contain a summary statement of the positions taken or policies made by the staff of the Commission with respect to the potential "underwriter" status of any broker-dealer that is the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) of Exchange Securities received by such broker-dealer in the Registered Exchange Offer (a "**Participating Broker-Dealer**"), whether such positions or policies have been publicly disseminated by the staff of the Commission or such positions or policies, in the reasonable judgment of the Initial Purchasers based upon advice of counsel (which may be in-house counsel), represent the prevailing views of the staff of the Commission; and (v) in the case of a Shelf Registration Statement, include in the prospectus included in the Shelf Registration Statement (or, if permitted by Commission Rule 430B(b), in a prospectus supplement that becomes a part thereof pursuant to Commission Rule 430B(f)) that is delivered to any Holder pursuant to Section 3(d) and (f), the names of the Holders, who propose to sell Securities pursuant to the Shelf Registration Statement, as selling securityholders.

(b) The Company shall give written notice to the Initial Purchasers, the Holders of the Securities and any Participating Broker-Dealer from whom the Company has received prior written notice that it will be a Participating Broker-Dealer in the Registered Exchange Offer (which notice pursuant to clauses (ii)-(v) hereof shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made):

(i) when the Registration Statement or any amendment thereto has been filed with the Commission and when the Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the Commission for amendments or supplements to the Registration Statement or the prospectus included therein or for additional information;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose, of the issuance by the Commission of a notification of objection to the use of the form on which the Registration Statement has been filed, and of the happening of any event that causes the Company to become an "ineligible issuer," as defined in Commission Rule 405.

(iv) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(v) of the happening of any event during the period that the Registration Statement is effective that requires the Company to make changes in the Registration Statement or the prospectus in order that the Registration Statement or the prospectus do not contain an untrue statement of a material fact nor omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus, in light of the circumstances under which they were made) not misleading.

(c) The Company shall make every reasonable effort to obtain the withdrawal at the earliest possible time, of any order suspending the effectiveness of the Registration Statement.

(d) The Company shall furnish to each Holder of Securities included within the coverage of the Shelf Registration, without charge, at least one copy of the Shelf Registration Statement and any post-effective amendment or supplement thereto, including financial statements and schedules, and, if the Holder so requests in writing, all exhibits thereto (including those, if any, incorporated by reference). The Company shall not, without the prior consent of the Initial Purchasers, make any offer relating to the Securities that would constitute a "free writing prospectus," as defined in Commission Rule 405.

(e) The Company shall deliver to each Exchanging Dealer and each Initial Purchaser, and to any other Holder who so requests, without charge, at least one copy of the Exchange Offer Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if any Initial Purchaser or any such Holder requests, all exhibits thereto (including those incorporated by reference).

(f) The Company shall, during the Shelf Registration Period, deliver to each Holder of Securities included within the coverage of the Shelf Registration, without charge, as many copies of the prospectus (including each preliminary prospectus) included in the Shelf Registration Statement and any amendment or supplement thereto as such person may reasonably request. The Company consents, subject to the provisions of this Agreement, to the use of the prospectus or any amendment or supplement thereto by each of the selling Holders of the Securities in connection with the offering and sale of the Securities covered by the prospectus, or any amendment or supplement thereto, included in the Shelf Registration Statement.

(g) The Company shall deliver to each Initial Purchaser, any Exchanging Dealer, any Participating Broker-Dealer and such other persons required to deliver a prospectus following the Registered Exchange Offer, without charge, as many copies of the final prospectus included in the Exchange Offer Registration Statement and any amendment or supplement thereto as such persons may reasonably request. The Company consents, subject to the provisions of this Agreement, to the use of the prospectus or any amendment or supplement thereto by any Initial Purchaser, if necessary, any Participating Broker-Dealer and such other persons required to deliver a prospectus following the Registered Exchange Offer in connection with the offering and sale of the Exchange Securities covered by the prospectus, or any amendment or supplement thereto, included in such Exchange Offer Registration Statement.

(h) Prior to any public offering of the Securities pursuant to any Registration Statement, the Company shall use its reasonable best efforts to register or qualify or cooperate with the Holders of the Securities included therein and their respective counsel in connection with the registration or qualification of the Securities for offer and sale under the securities or "blue sky" laws of such states of the United States as any Holder of the Securities reasonably requests in writing and do any and all other acts or things necessary or advisable to enable the offer and sale in such jurisdictions of the Securities covered by such Registration Statement; *provided, however,*

that the Company shall not be required to (i) qualify generally to do business or as a dealer in Securities in any jurisdiction where it is not then so qualified or (ii) take any action that would subject it to general service of process or to taxation in any jurisdiction where it is not then so subject.

(i) The Company shall cooperate with the Holders of the Securities to facilitate the timely preparation and delivery of certificates representing the Securities to be sold pursuant to any Registration Statement free of any restrictive legends and in such denominations and registered in such names as the Holders may request a reasonable period of time prior to sales of the Securities pursuant to such Registration Statement.

(j) Upon the occurrence of any event contemplated by paragraphs (ii) through (v) of Section 3(b) above during the period for which the Company is required to maintain an effective Registration Statement, the Company shall promptly prepare and file a post-effective amendment to the Registration Statement or a supplement to the related prospectus and any other required document so that, as thereafter delivered to Holders of the Securities or purchasers of Securities, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Initial Purchasers, the Holders of the Securities and any known Participating Broker-Dealer in accordance with paragraphs (ii) through (v) of Section 3(b) above to suspend the use of the prospectus until the requisite changes to the prospectus have been made, then the Initial Purchasers, the Holders of the Securities and any such Participating Broker-Dealers shall suspend use of such prospectus, and the period of effectiveness of the Shelf Registration Statement provided for in Section 2(b) above and the Exchange Offer Registration Statement provided for in Section 1 above shall each be extended by the number of days from and including the date of the giving of such notice to and including the date when the Initial Purchasers, the Holders of the Securities and any known Participating Broker-Dealer shall have received such amended or supplemented prospectus pursuant to this Section 3(j). During the period during which the Company is required to maintain an effective Shelf Registration Statement pursuant to this Agreement, the Company will prior to the three-year expiration of that Shelf Registration Statement file, and use its reasonable best efforts to cause to be declared effective (unless it becomes effective automatically upon filing) within a period that avoids any interruption in the ability of Holders of Securities covered by the expiring Shelf Registration Statement to make registered dispositions, a new registration statement relating to the Securities, which shall be deemed the "**Shelf Registration Statement**" for purposes of this Agreement.

(k) Not later than the effective date of the applicable Registration Statement, the Company will provide a CUSIP number for the Initial Securities, the Exchange Securities or the Private Exchange Securities, as the case may be.

(l) The Company will comply with all rules and regulations of the Commission to the extent and so long as they are applicable to the Registered Exchange Offer or the Shelf Registration and will make generally available to its security holders (or otherwise provide in accordance with Section 11(a) of the Securities Act) an earnings statement satisfying the provisions of Section 11(a) of the Securities Act, no later than 45 days after the end of a 12-month period (or 90 days, if such period is a fiscal year) beginning with the first month of the Company's first fiscal quarter commencing after the effective date of the Registration Statement, which statement shall cover such 12-month period.

(m) The Company shall cause the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, in a timely manner and containing such changes, if any, as shall be necessary for such qualification. In the event that such qualification would require the appointment of a new trustee under the Indenture, the Company shall appoint a new trustee thereunder pursuant to the applicable provisions of the Indenture.

(n) The Company may require each Holder of Securities to be sold pursuant to the Shelf Registration Statement to furnish to the Company such information regarding the Holder and the distribution of the Securities as the Company may from time to time reasonably require for inclusion of the Holder in the Shelf Registration Statement, including requiring the Holder to properly complete and execute such selling security Holder notice and questionnaires, and any amendments or supplements thereto, as the Company may reasonably deem necessary or appropriate, and the Company may exclude from such registration the Securities of any Holder that fails to furnish such information within a reasonable time after receiving such request.

(o) The Company shall enter into such customary agreements (including, if requested, an underwriting agreement in customary form) and take all such other action, if any, as any Holder of the Securities shall reasonably request in order to facilitate the disposition of the Securities pursuant to any Shelf Registration.

(p) In the case of any Shelf Registration, the Company shall (i) make reasonably available for inspection by the Holders of the Securities, any underwriter participating in any disposition pursuant to the Shelf Registration Statement and any attorney, accountant or other agent retained by the Holders of the Securities or any such underwriter at all reasonable times and in a reasonable manner all relevant financial and other records, pertinent corporate documents and properties of the Company and (ii) cause the Company's officers, directors, employees, accountants and auditors to supply all relevant information reasonably requested by the Holders of the Securities or any such underwriter, attorney, accountant or agent in connection with the Shelf Registration Statement, in each case, as shall be reasonably necessary to enable such persons, to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act; *provided, however,* that the foregoing inspection and information gathering shall be coordinated on behalf of the Initial Purchasers by you and on behalf of the other parties, by one counsel designated by and on behalf of such other parties as described in Section 4 hereof; and *provided further, however,* that any information that is designated in writing by the Company, in good faith, as confidential at the time of delivery of such information shall be kept confidential by each such person, unless (A) the disclosure of such information is necessary to avoid or correct a material misstatement or material omission in such Registration Statement or prospectus, (B) such disclosure is made in connection with a court proceeding, to any governmental or regulatory authority having jurisdiction over each such person or their respective affiliates, or is reasonably necessary in order to establish a "due diligence" defense" pursuant to Section 11 of the Securities Act or (C) such information becomes available to the public generally or through a third party without an accompanying obligation of confidentiality.

(q) In the case of any Shelf Registration, the Company, if requested by any Holder of Securities covered thereby, shall cause (i) its counsel to deliver an opinion and updates thereof relating to the Securities in customary form (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters, if any) addressed to such Holders and the managing underwriters, if any, thereof and dated, in the case of the initial opinion, the effective date of such Shelf Registration Statement covering such matters as are customarily covered in opinions given in connection with underwritten offerings and such other matters as may be reasonably requested by such holders and managing underwriters, if any; (ii) its officers to execute and deliver all customary documents and certificates and updates thereof requested by any underwriters of the applicable Securities and (iii) its independent public accountants and the independent public accountants with respect to any other entity for which financial information is provided in the Shelf Registration Statement to provide to the selling Holders of the applicable Securities and any underwriter therefor a comfort letter in customary form and covering matters of the type customarily covered in comfort letters in connection with primary underwritten offerings, subject to receipt of appropriate documentation as contemplated, and only if permitted, by AU Section 634 of the Interim Accounting Standards of the Public Company Accounting Oversight Board.

(r) In the case of the Registered Exchange Offer, if requested by any Initial Purchaser or any known Participating Broker-Dealer, the Company shall cause (i) its counsel to deliver to such Initial Purchaser or such Participating Broker-Dealer a signed opinion in the form set forth in Sections 5(r), 7(c) and 7(d) of the Purchase Agreement with such changes as are customary in connection with the preparation of a Registration Statement and (ii) its independent public accountants and the independent public accountants with respect to any other entity for which financial information is provided in the Registration Statement to deliver to such Initial Purchaser or such Participating Broker-Dealer a comfort letter, in customary form, meeting the requirements as to the substance thereof as set forth in Section 7(a) of the Purchase Agreement, with appropriate date changes.

(s) If a Registered Exchange Offer or a Private Exchange is to be consummated, upon delivery of the Initial Securities by Holders to the Company (or to such other Person as directed by the Company) in exchange for the Exchange Securities or the Private Exchange Securities, as the case may be, the Company shall mark, or caused to be marked, on the Initial Securities so exchanged that such Initial Securities are being canceled in exchange for the Exchange Securities or the Private Exchange Securities, as the case may be; in no event shall the Initial Securities be marked as paid or otherwise satisfied.

(t) The Company will use its reasonable best efforts to (a) if the Initial Securities have been rated prior to the initial sale of such Initial Securities, confirm such ratings will apply to the Securities covered by a Registration Statement, or (b) if the Initial Securities were not previously rated, cause the Securities covered by a Registration Statement to be rated with the appropriate rating agencies, if so requested by Holders of a majority in aggregate principal amount of Securities covered by such Registration Statement, or by the managing underwriters, if any.

(u) In the event that any broker-dealer registered under the Exchange Act shall underwrite any Securities or participate as a member of an underwriting syndicate or selling group or "assist in the distribution" (within the meaning of the Conduct Rules (the " **Rules**") of the Financial Industry Regulatory Authority, Inc. thereof, whether as a Holder of such Securities or as an underwriter, a placement or sales agent or a broker or dealer in respect thereof, or otherwise, the Company will cooperate with such broker-dealer in complying with the requirements of such Rules, including, without limitation, by (i) if such Rules, including Rule 5121, shall so require, engaging a "qualified independent underwriter" (as defined in Rule 5121) to participate in the preparation of the Registration Statement relating to such Securities, to exercise usual standards of due diligence in respect thereto and, if any portion of the offering contemplated by such Registration Statement is an underwritten offering or is made through a placement or sales agent, to recommend the yield of such Securities, (ii) indemnifying any such qualified independent underwriter to the extent of the indemnification of underwriters provided in Section 5 hereof and (iii) providing such information to such broker-dealer as may be required in order for such broker-dealer to comply with the requirements of the Rules.

(v) The Company shall use its commercially reasonable efforts to take all other steps necessary to effect the registration of the Securities covered by a Registration Statement contemplated hereby.

(w) In the case of the Registered Exchange Offer, on or before the completion of the Registered Exchange Offer or otherwise as and when required under the Indenture, the Company shall comply with the requirements set forth in the Indenture in respect of the Exchange Securities (including in Article XII thereof) to take all such actions and execute and deliver all such security agreements and other similar agreements necessary to grant to the holders of the Exchange Securities a valid lien on the collateral that is intended to secure the Initial Securities (including, without limitation, by duly executing and delivering to each of the collateral agent under the Indenture, the Trustee, the trustee under the indenture governing the Existing Secured Notes and

the administrative agent under the Credit Agreement (each as defined in the Purchase Agreement) that certain officer's certificate contemplated by Section 7.09(c) of the Guarantee and Collateral Agreement (as defined in the Purchase Agreement) in order to designate the Exchange Securities as "Pari Passu Debt Obligations" and to otherwise provide the information and certifications required to be stated therein by Section 7.09(c) of the Guarantee and Collateral Agreement).

4. *Registration Expenses*. The Company shall bear all fees and expenses incurred in connection with the performance of its obligations under Sections 1 through 3 hereof (including the reasonable fees and expenses, if any, of Cravath, Swaine & Moore LLP, counsel for the Initial Purchasers, incurred in connection with the Registered Exchange Offer), whether or not the Registered Exchange Offer or a Shelf Registration is filed or becomes effective, and, in the event of a Shelf Registration, shall bear or reimburse the Holders of the Securities covered thereby for the reasonable fees and disbursements of one firm of counsel designated by the Holders of a majority in principal amount of the Initial Securities covered thereby to act as counsel for the Holders of the Initial Securities in connection therewith.

5. *Indemnification*. (a) The Company agrees to indemnify and hold harmless each Holder of the Securities, any Participating Broker-Dealer and each person, if any, who controls such Holder or such Participating Broker-Dealer within the meaning of the Securities Act or the Exchange Act (each Holder, any Participating Broker-Dealer and such controlling persons are referred to collectively as the " **Indemnified Parties**") from and against any losses, claims, damages or liabilities, joint or several, or any actions in respect thereof (including, but not limited to, any losses, claims, damages, liabilities or actions relating to purchases and sales of the Securities) to which each Indemnified Party may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus or "issuer free writing prospectus," as defined in Commission Rule 433 ("**Issuer FWP**"), relating to a Shelf Registration, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse, as incurred, the Indemnified Parties for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action in respect thereof; *provided*, *however*, that (i) the Company shall not be liable in any such case to the extent that such loss, claim, damage or liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus or Issuer FWP relating to a Shelf Registration in reliance upon and in conformity with written information pertaining to such Indemnified Party and furnished to the Company by or on behalf of such Indemnified Party specifically for inclusion therein and (ii) with respect to any untrue statement or omission or alleged untrue statement or omission made in any preliminary prospectus relating to a Shelf Registration Statement, the indemnity agreement contained in this subsection (a) shall not inure to the benefit of any Holder or Participating Broker-Dealer from whom the person asserting any such losses, claims, damages or liabilities purchased the Securities concerned, to the extent that a prospectus relating to such Securities was required to be delivered (including through satisfaction of the conditions of Commission Rule 172) by such Holder or Participating Broker-Dealer under the Securities Act in connection with such purchase and any such loss, claim, damage or liability of such Holder or Participating Broker-Dealer results from the fact that there was not conveyed to such person, at or prior to the time of the sale of such Securities to such person, an amended or supplemented prospectus or, if permitted by Section 3(d), an Issuer FWP correcting such untrue statement or omission or alleged untrue statement or omission if the Company had previously furnished copies thereof to such Holder or Participating Broker-Dealer; *provided further*, however, that this indemnity agreement will be in addition to any liability that the Company may otherwise have to such Indemnified Party. The Company shall also indemnify underwriters, their officers and directors and each person who controls such underwriters within the meaning of the Securities Act or the Exchange Act to the same extent as provided above with respect to the indemnification of the Holders of the Securities if requested by such Holders.

(b) Each Holder of the Securities, severally and not jointly, will indemnify and hold harmless the Company and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act from and against any losses, claims, damages or liabilities or any actions in respect thereof, to which the Company or any such controlling person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus or Issuer FWP relating to a Shelf Registration, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or omission or alleged untrue statement or omission was made in reliance upon and in conformity with written information pertaining to such Holder and furnished to the Company by or on behalf of such Holder specifically for inclusion therein; and, subject to the limitation set forth immediately preceding this clause, shall reimburse, as incurred, the Company for any legal or other expenses reasonably incurred by the Company or any such controlling person in connection with investigating or defending any loss, claim, damage, liability or action in respect thereof. This indemnity agreement will be in addition to any liability that such Holder may otherwise have to the Company or any of its controlling persons.

(c) Promptly after receipt by an indemnified party under this Section 5 of notice of the commencement of any action or proceeding (including a governmental investigation), such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 5, notify the indemnifying party of the commencement thereof; *provided*, *however*, that the failure to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have under subsection (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and *provided further*, *however*, that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under subsection (a) or (b) above. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof the indemnifying party will not be liable to such indemnified party under this Section 5 for any legal or other expenses, other than reasonable costs of investigation, subsequently incurred by such indemnified party in connection with the defense thereof. No indemnifying party shall, without the prior written consent of the indemnified party, provided that such consent is not unreasonably withheld or delayed; effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action, and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 5 is unavailable or insufficient to hold harmless an indemnified party under subsections (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party on the other from the exchange of the Securities, pursuant to the Registered Exchange Offer, or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the indemnifying party or parties on the one hand and the indemnified party on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof) as well as any other relevant equitable considerations. The relative fault of the parties shall be determined by reference to, among other things,

whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or such Holder or such other indemnified party, as the case may be, on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim that is the subject of this subsection (d). Notwithstanding any other provision of this Section 5(d), the Holders of the Securities shall not be required to contribute any amount in excess of the amount by which the net proceeds received by such Holders from the sale of the Securities pursuant to a Registration Statement exceeds the amount of damages that such Holders have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph (d), each person, if any, who controls such indemnified party within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as such indemnified party and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as the Company.

(e) The agreements contained in this Section 5 shall survive the sale of the Securities pursuant to a Registration Statement and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement or any investigation made by or on behalf of any indemnified party.

6. *Additional Interest Under Certain Circumstances*. (a) Additional interest (the "**Additional Interest**") with respect to the Initial Securities and the Exchange Securities shall be assessed as follows if any of the following events occur (each such event in clauses (i) through (iii) below a " **Registration Default**"):

(i) if the Registered Exchange Offer is not consummated on or before the Target Date;

(ii) if obligated to file a Shelf Registration Statement pursuant to clause (ii), (iii) or (iv) of Section 2 above, the Shelf Registration Statement is not declared effective by the Commission on or prior to the 120th day after the date on which the obligation to file a Shelf Registration Statement arises; or

(iii) after either the Exchange Offer Registration Statement or the Shelf Registration Statement, as the case may be, is declared (or becomes automatically) effective and during the period when such Exchange Offer Registration Statement or Shelf Registration Statement is required to be kept effective, (A) such Registration Statement ceases to be effective; or (B) such Registration Statement or the related prospectus ceases to be usable (except as permitted in paragraph (b) below) in connection with resales of Transfer Restricted Securities because either (1) any event occurs as a result of which the related prospectus forming part of such Registration Statement would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, (2) it shall be necessary to amend such Registration Statement or supplement the related prospectus, to comply with the Securities Act or the Exchange Act or the respective rules thereunder, or (3) such Registration Statement is a Shelf Registration Statement that has expired before a replacement Shelf Registration Statement has become effective.

Additional Interest shall accrue on the Initial Securities and the Exchange Securities over and above the interest set forth in the title of the Securities from and including the date on which any such Registration Default shall occur to but excluding the date on which all such Registration Defaults have been cured, at a rate of 0.25% per annum for the first 90-day period immediately following the occurrence of a Registration Default, and such rate will increase by an additional 0.25% per annum with respect to each subsequent 90-day period until all Registration Defaults have been cured, up to a maximum additional interest rate of 1.0% per annum.

(b) A Registration Default referred to in Section 6(a)(iii)(B) hereof shall be deemed not to have occurred and be continuing in relation to a Shelf Registration Statement or the related prospectus if (i) such Registration Default has occurred solely as a result of (x) the filing of a post-effective amendment to such Shelf Registration Statement to incorporate annual audited financial information with respect to the Company where such post-effective amendment is not yet effective and needs to be declared effective to permit Holders to use the related prospectus or (y) other material events, with respect to the Company that would need to be described in such Shelf Registration Statement or the related prospectus and (ii) in the case of clause (y), the Company is proceeding promptly and in good faith to amend or supplement such Shelf Registration Statement and related prospectus to describe such events; *provided*, *however*, that in any case if such Registration Default occurs for a continuous period in excess of 30 days, Additional Interest shall be payable in accordance with the above paragraph from the day such Registration Default occurs until such Registration Default is cured.

(c) Any amounts of Additional Interest due pursuant to clause (i) through (iii) of Section 6(a) above will be payable in cash on the regular interest payment dates with respect to the Initial Securities. The amount of Additional Interest will be determined by multiplying the applicable Additional Interest rate by the principal amount of the Initial Securities and the Exchange Securities, multiplied by a fraction, the numerator of which is the number of days such Additional Interest rate was applicable during such period (determined on the basis of a 360-day year comprised of twelve 30-day months), and the denominator of which is 360.

(d) "**Transfer Restricted Securities**" means each Security until (i) the date on which such Security has been exchanged by a person other than a broker-dealer for a freely transferable Exchange Security in the Registered Exchange Offer, (ii) following the exchange by a broker-dealer in the Registered Exchange Offer of an Initial Security for an Exchange Security, the date on which such Exchange Security is sold to a purchaser who receives from such broker-dealer on or prior to the date of such sale a copy of the prospectus contained in the Exchange Offer Registration Statement and (iii) the date on which such Initial Security has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement.

7. *Rules 144 and 144A*. The Company shall use its reasonable best efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act in a timely manner and, if at any time the Company is not required to file such reports, it will, upon the reasonable request of any Holder of Initial Securities, make publicly available other information so long as necessary to permit sales of their securities pursuant to Rules 144 and 144A. The Company covenants that it will take such further action as any Holder of Initial Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Initial Securities without registration under the Securities Act within the limitation of the exemptions provided by Rules 144 and 144A (including the requirements of Rule 144A(d)(4)). The Company will provide a copy of this Agreement to prospective purchasers of Initial Securities identified to the Company by the Initial Purchasers upon request. Upon the request of any Holder of Initial Securities, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements. Notwithstanding the foregoing, nothing in this Section 7 shall be deemed to require the Company to register any of its securities pursuant to the Exchange Act.

8. *Underwritten Registrations*. If any of the Transfer Restricted Securities covered by any Shelf Registration are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will administer the offering (" **Managing Underwriters**") will be selected by the Holders of a majority in aggregate principal amount of such Transfer Restricted Securities to be included in such offering.

No person may participate in any underwritten registration hereunder unless such person (i) agrees to sell such person's Transfer Restricted Securities on the basis reasonably provided in any

underwriting arrangements approved by the persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

9. *Miscellaneous*.

(a) *Amendments and Waivers*. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, except by the Company and the written consent of the Holders of a majority in principal amount of the Securities affected by such amendment, modification, supplement, waiver or consents.

(b) *Joinders.* On the Completion Date, the Escrow Issuer shall cause the Issuer and the Guarantors to join this Agreement by executing and delivering to the Representatives the Registration Rights Joinder.

(c) *Notices*. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, first-class mail, facsimile transmission, or air courier which guarantees overnight delivery:

(1) if to a Holder of the Securities, at the most current address given by such Holder to the Company.

(2) if to the Initial Purchasers, as follows:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
One Bryant Park
New York, NY 10036-6728
Facsimile No.: (212) 377-7964
Attention: Legal Department

and

CREDIT SUISSE SECURITIES (USA) LLC
Eleven Madison Avenue
New York, NY 10010-3629
Fax No.: (212) 325-4296
Attention: IBD Legal

with a copy to:

CRAVATH, SWAINE & MOORE LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019-7475
Facsimile No.: (212) 474-3700
Attention: Joseph D. Zavaglia, Esq.

(3) if to the Company, at its address as follows:

CHS/COMMUNITY HEALTH SYSTEM, INC.
4000 Meridian Boulevard
Franklin, TN 37067-6325
Facsimile No.: (615) 373-9704
Attention: General Counsel

with a copy to:

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, NY 10022-4611
Facsimile No.: (212) 446-4900
Attention: Joshua Korff, Esq.
Michael Kim, Esq.

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; three business days after being deposited in the mail, postage prepaid, if mailed; when receipt is acknowledged by recipient's facsimile machine operator, if sent by facsimile transmission; and on the day delivered, if sent by overnight air courier guaranteeing next day delivery.

(c) *No Inconsistent Agreements*. The Company has not, as of the date hereof, entered into, nor shall it, on or after the date hereof, enter into, any agreement with respect to its securities that is inconsistent with the rights granted to the Holders herein or otherwise conflicts with the provisions hereof.

(d) *Successors and Assigns*. This Agreement shall be binding upon the Company and its successors and assigns.

(e) *Counterparts*. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(f) *Headings*. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(g) *Governing* Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

(h) *Severability*. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(i) *Securities Held by the Company*. Whenever the consent or approval of Holders of a specified percentage of principal amount of Securities is required hereunder, Securities held by the Company or its affiliates (other than subsequent Holders of Securities if such subsequent Holders are deemed to be affiliates solely by reason of their holdings of such Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

[*Remainder of this page intentionally left blank*]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement on the date hereof among the several Initial Purchasers and the Company in accordance with its terms.

Very truly yours,

FWCT-2 Escrow Corporation

By: /s/ W. Larry Cash
Name: W. Larry Cash
Title: Executive Vice President and Chief Financial Officer

[Signature Page to the Registration Rights Agreement]

The foregoing Registration
Rights Agreement is hereby confirmed
and accepted as of the date first
above written.

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED,

By: /s/ Sarang Gadkari
Name: Sarang Gadkari
Title: Managing Director

Acting on behalf of itself
and as a Representative
of the several Initial Purchasers

CREDIT SUISSE SECURITIES (USA) LLC,

By: /s/ Steven Schwartz
Name: Steven Schwartz
Title: Managing Director

Acting on behalf of itself
and as a Representative
of the several Initial Purchasers

**SCHEDULE A**

**Initial Purchasers**

Merrill Lynch, Pierce, Fenner & Smith Incorporated

Credit Suisse Securities (USA) LLC

Citigroup Global Markets Inc.

Goldman, Sachs & Co.

J.P. Morgan Securities LLC

RBC Capital Markets, LLC

SunTrust Robinson Humphrey, Inc.

UBS Securities LLC

Wells Fargo Securities, LLC

BBVA Securities Inc.

Credit Agricole Securities (USA) Inc.

Deutsche Bank Securities Inc.

Fifth Third Securities, Inc.

Mitsubishi UFJ Securities (USA), Inc.

Scotia Capital (USA) Inc.

ANNEX A

**CHS/Community Health Systems, Inc.**

**$1,000,000,000 5.125% Senior Secured Notes due 2021**

**REGISTRATION RIGHTS JOINDER**

January 27, 2014

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
CREDIT SUISSE SECURITIES (USA) LLC
As Representatives of the several Initial Purchasers
c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

Ladies and Gentlemen:

Reference is made to the Registration Rights Agreement (the " **Registration Rights Agreement**") dated January 27, 2014, among FWCT-2 Escrow Corporation, a Delaware corporation (the "**Escrow Issuer**"), and the several Initial Purchasers listed on Schedule A thereto (the "**Initial Purchasers**"), for whom Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC are acting as representatives (in such capacity, the "**Representatives**"), concerning certain registration rights provisions with respect to the $1,000,000,000 aggregate principal amount of 5.125% Senior Secured Notes due 2021 issued by the Escrow Issuer. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Registration Rights Agreement. This agreement (this " **Registration Rights Joinder**") is the "Registration Rights Joinder" referred to in the Registration Rights Agreement.

The Issuer and each of the Guarantors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees to join, and to become bound by the terms, conditions, covenants, agreements, indemnities and other provisions of, the Registration Rights Agreement as the "Issuer" and the "Company" (in the case of the Issuer) or as a "Guarantor" (in the case of any Guarantor), in each case with all attendant rights, duties and obligations stated therein, with the same force and effect as if originally a party thereto, and as if such party executed the Registration Rights Agreement on the date thereof.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Registration Rights Joinder by signing in the space provided below.

Very truly yours,

CHS/COMMUNITY HEALTH SYSTEMS, INC.,

By: _____

Name:
Title:

The foregoing Registration Rights Joinder
is hereby accepted as of the date first above written.

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED,

By: _____
Name:
Title:

Acting on behalf of itself and as a Representative
of the several Initial Purchasers

CREDIT SUISSE SECURITIES (USA) LLC,

By: _____
Name:
Title:

Acting on behalf of itself and as a Representative
of the several Initial Purchasers

Each broker-dealer that receives Exchange Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Securities received in exchange for Initial Securities where such Initial Securities were acquired by such broker-dealer as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the Expiration Date (as defined herein), it will make this Prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

Each broker-dealer that receives Exchange Securities for its own account in exchange for Securities, where such Initial Securities were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. See “Plan of Distribution.”

# PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Securities received in exchange for Initial Securities where such Initial Securities were acquired as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the Expiration Date, it will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until , 201 , all dealers effecting transactions in the Exchange Securities may be required to deliver a prospectus.

The Company will not receive any proceeds from any sale of Exchange Securities by broker-dealers. Exchange Securities received by broker-dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Securities or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Securities. Any broker-dealer that resells Exchange Securities that were received by it for its own account pursuant to the Exchange Offer and any broker or dealer that participates in a distribution of such Exchange Securities may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit on any such resale of Exchange Securities and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For a period of 180 days after the Expiration Date the Company will promptly send additional copies of this Prospectus and any amendment or supplement to this Prospectus to any broker-dealer that requests such documents in the Letter of Transmittal. The Company has agreed to pay all expenses incident to the Exchange Offer (including the expenses of one counsel for the Holders of the Securities) other than commissions or concessions of any brokers or dealers and will indemnify the Holders of the Securities (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

☐ CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: _____

Address: _____

_____

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of Exchange Securities. If the undersigned is a broker-dealer that will receive Exchange Securities for its own account in exchange for Initial Securities that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Securities; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

**SCHEDULE I**

**List of CHS Guarantors**

| Guarantor | Jurisdiction of Organization |
|---|---|
| Community Health Systems, Inc. | DE |
| Abilene Hospital, LLC | DE |
| Abilene Merger, LLC | DE |
| Affinity Health Systems, LLC | DE |
| Affinity Hospital, LLC | DE |
| Anna Hospital Corporation | IL |
| Berwick Hospital Company, LLC | DE |
| Big Bend Hospital Corporation | TX |
| Big Spring Hospital Corporation | TX |
| Birmingham Holdings, LLC | DE |
| Birmingham Holdings II, LLC | DE |
| Blue Island Hospital Company, LLC | DE |
| Blue Island Illinois Holdings, LLC | DE |
| Bluefield Holdings, LLC | DE |
| Bluefield Hospital Company, LLC | DE |
| Bluffton Health System LLC | DE |
| Brownsville Hospital Corporation | TN |
| Brownwood Hospital, L.P. | DE |
| Brownwood Medical Center, LLC | DE |
| Bullhead City Hospital Corporation | AZ |
| Bullhead City Hospital Investment Corporation | DE |
| Carlsbad Medical Center, LLC | DE |
| Centre Hospital Corporation | AL |
| CHHS Holdings, LLC | DE |
| CHS Kentucky Holdings, LLC | DE |
| CHS Pennsylvania Holdings, LLC | DE |
| CHS Virginia Holdings, LLC | DE |
| CHS Washington Holdings, LLC | DE |
| Clarksville Holdings, LLC | DE |
| Clarksville Holdings II, LLC | DE |
| Cleveland Hospital Corporation | TN |

| Guarantor | Jurisdiction of Organization |
|---|---|
| Cleveland Tennessee Hospital Company, LLC | DE |
| Clinton Hospital Corporation | PA |
| Coatesville Hospital Corporation | PA |
| College Station Hospital, L.P. | DE |
| College Station Medical Center, LLC | DE |
| College Station Merger, LLC | DE |
| Community GP Corp. | DE |
| Community Health Investment Company, LLC | DE |
| Community LP Corp. | DE |
| CP Hospital GP, LLC | DE |
| CPLP, LLC | DE |
| Crestwood Hospital, LLC | DE |
| Crestwood Hospital, LP, LLC | DE |
| CSMC, LLC | DE |
| CSRA Holdings, LLC | DE |
| Deaconess Holdings, LLC | DE |
| Deaconess Hospital Holdings, LLC | DE |
| Deming Hospital Corporation | NM |
| Desert Hospital Holdings, LLC | DE |
| Detar Hospital, LLC | DE |
| DHFW Holdings, LLC | DE |
| DHSC, LLC | DE |
| Dukes Health System, LLC | DE |
| Dyersburg Hospital Corporation | TN |
| Emporia Hospital Corporation | VA |
| Evanston Hospital Corporation | WY |
| Fallbrook Hospital Corporation | DE |
| Foley Hospital Corporation | AL |
| Forrest City Arkansas Hospital Company, LLC | AR |
| Forrest City Hospital Corporation | AR |
| Fort Payne Hospital Corporation | AL |
| Frankfort Health Partner, Inc. | IN |
| Franklin Hospital Corporation | VA |

| Guarantor | Jurisdiction of Organization |
|---|---|
| Gadsden Regional Medical Center, LLC | DE |
| Galesburg Hospital Corporation | IL |
| Granbury Hospital Corporation | TX |
| Granite City Hospital Corporation | IL |
| Granite City Illinois Hospital Company, LLC | IL |
| Greenville Hospital Corporation | AL |
| GRMC Holdings, LLC | DE |
| Hallmark Healthcare Company, LLC | DE |
| Hobbs Medco, LLC | DE |
| Hospital of Barstow, Inc. | DE |
| Hospital of Fulton, Inc. | KY |
| Hospital of Louisa, Inc. | KY |
| Hospital of Morristown, Inc. | TN |
| Jackson Hospital Corporation (KY) | KY |
| Jackson Hospital Corporation (TN) | TN |
| Jourdanton Hospital Corporation | TX |
| Kay County Hospital Corporation | OK |
| Kay County Oklahoma Hospital Company, LLC | OK |
| Kirksville Hospital Company, LLC | DE |
| Lakeway Hospital Corporation | TN |
| Lancaster Hospital Corporation | DE |
| Las Cruces Medical Center, LLC | DE |
| Lea Regional Hospital, LLC | DE |
| Lexington Hospital Corporation | 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 |
| Marion Hospital Corporation | IL |
| Martin Hospital Corporation | TN |
| Massillon Community Health System LLC | DE |
| Massillon Health System LLC | DE |

| Guarantor | Jurisdiction of Organization |
|---|---|
| Massillon Holdings, LLC | DE |
| McKenzie Tennessee Hospital Company, LLC | DE |
| McNairy Hospital Corporation | TN |
| MCSA, L.L.C. | AR |
| Medical Center of Brownwood, LLC | DE |
| Merger Legacy Holdings, LLC | DE |
| MMC of Nevada, LLC | DE |
| Moberly Hospital Company, LLC | DE |
| MWMC Holdings, LLC | DE |
| Nanticoke Hospital Company, LLC | DE |
| National Healthcare of Leesville, Inc. | DE |
| National Healthcare of Mt. Vernon, Inc. | DE |
| National Healthcare of Newport, 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 |
| Payson Hospital Corporation | AZ |
| Peckville Hospital Company, LLC | DE |
| Pennsylvania Hospital Company, LLC | DE |
| Phillips Hospital Corporation | AR |
| Phoenixville Hospital Company, LLC | DE |
| Pottstown Hospital Company, LLC | DE |
| QHG Georgia Holdings, Inc. | GA |
| QHG Georgia Holdings II, LLC | DE |
| QHG Georgia, LP | GA |

| Guarantor | Jurisdiction of Organization |
|---|---|
| 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 Massillon, Inc. | OH |
| QHG of South Carolina, Inc. | SC |
| QHG of Spartanburg, Inc. | SC |
| QHG of Springdale, Inc. | AR |
| QHG of Warsaw Company, LLC | DE |
| Quorum Health Resources, LLC | DE |
| Red Bud Hospital Corporation | IL |
| Red Bud Illinois Hospital Company, LLC | IL |
| Regional Hospital of Longview, LLC | DE |
| River Region Medical Corporation | 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 |
| San Miguel Hospital Corporation | NM |
| Scranton Holdings, LLC | DE |
| Scranton Hospital Company, LLC | DE |
| Scranton Quincy Holdings, LLC | DE |
| Scranton Quincy Hospital Company, LLC | DE |
| Shelbyville Hospital Corporation | TN |
| Siloam Springs Arkansas Hospital Company, LLC | DE |
| Siloam Springs Holdings, LLC | DE |
| Southern Texas Medical Center, LLC | DE |
| Spokane Valley Washington Hospital Company, LLC | DE |

| Guarantor | Jurisdiction of Organization |
|---|---|
| Spokane Washington Hospital Company, LLC | DE |
| Tennyson Holdings, LLC | DE |
| Tooele Hospital Corporation | UT |
| Tomball Texas Holdings, LLC | DE |
| Tomball Texas Hospital Company, LLC | DE |
| Triad Healthcare Corporation | 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 of Oregon, LLC | DE |
| Triad-ARMC, LLC | DE |
| Triad-El Dorado, Inc. | AR |
| Triad-Navarro Regional Hospital Subsidiary, LLC | DE |
| Tunkhannock Hospital Company, LLC | DE |
| 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 |
| Watsonville Hospital Corporation | DE |
| Waukegan Hospital Corporation | IL |
| Waukegan Illinois Hospital Company, LLC | IL |
| 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 |

| Guarantor | Jurisdiction of Organization |
|---|---|
| Wilkes-Barre Behavioral Hospital Company, LLC | DE |
| Wilkes-Barre Holdings, LLC | DE |
| Wilkes-Barre Hospital Company, LLC | DE |
| Williamston Hospital Corporation | NC |
| Women & Children's Hospital, LLC | DE |
| Woodland Heights Medical Center, LLC | DE |
| Woodward Health System, LLC | DE |
| York Pennsylvania Holdings, LLC | DE |
| York Pennsylvania Hospital Company, LLC | DE |
| Youngstown Ohio Hospital Company, LLC | DE |

**List of HMA Guarantors**

| | |
|---|---|
| Amory HMA, LLC | MS |
| Bartow HMA, LLC | FL |
| Biloxi H.M.A., LLC | MS |
| Brandon HMA, LLC | MS |
| Brevard HMA Holdings, LLC | FL |
| Brevard HMA Hospitals, LLC | FL |
| Campbell County HMA, LLC | TN |
| Carlisle HMA, LLC | PA |
| 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 |
| Citrus HMA, LLC | FL |
| Clarksdale HMA, LLC | MS |
| Cocke County HMA, LLC | TN |
| Florida HMA Holdings, LLC | DE |
| Fort Smith HMA, LLC | AR |
| Hamlet H.M.A., LLC | NC |
| Health Management Associates, Inc. | DE |
| Health Management Associates, LP | 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 |
| Hospital Management Associates, LLC | FL |

| | |
|---|---|
| Jackson HMA, LLC | MS |
| Jefferson County HMA, LLC | TN |
| Kennett HMA, LLC | MO |
| Key West HMA, LLC | FL |
| Knoxville HMA Holdings, LLC | TN |
| Lehigh HMA, LLC | FL |
| Lone Star HMA, L.P. | DE |
| Madison HMA, LLC | MS |
| Melbourne HMA, LLC | FL |
| Mesquite HMA General, LLC | DE |
| Metro Knoxville HMA, LLC | TN |
| Mississippi HMA Holdings I, LLC | DE |
| Mississippi HMA Holdings II, LLC | DE |
| Monroe HMA, LLC | GA |
| Naples HMA, LLC | FL |
| Poplar Bluff Regional Medical Center, LLC | MO |
| Port Charlotte HMA, LLC | FL |
| Punta Gorda HMA, LLC | FL |
| River Oaks Hospital, LLC | MS |
| Rockledge HMA, LLC | FL |
| ROH, LLC | MS |
| Sebastian Hospital, LLC | FL |
| Sebring Hospital Management Associates, LLC | FL |
| Southeast HMA Holdings, LLC | DE |
| Southwest Florida HMA Holdings, LLC | DE |
| Statesville HMA, LLC | NC |
| Van Buren H.M.A., LLC | AR |
| Venice HMA, LLC | FL |
| Winder HMA, LLC | GA |
| Yakima HMA, LLC | WA |

**Exhibit 4.6**

EXECUTION COPY

**$3,000,000,000**

**FWCT-2 Escrow Corporation**

**6.875% Senior Notes due 2022**

**REGISTRATION RIGHTS AGREEMENT**

January 27, 2014

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
CREDIT SUISSE SECURITIES (USA) LLC,
As Representatives of the several Initial Purchasers,
C/O MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
One Bryant Park
New York, New York 10036

Ladies and Gentlemen:

FWCT-2 Escrow Corporation (the "**Escrow Issuer**"), a Delaware corporation and an indirect wholly owned subsidiary of Community Health Systems, Inc., a Delaware corporation ("**Holdings**"), agrees with Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC, each as a representative (each, a "**Representative**") of the several initial purchasers named in Schedule A hereto (the " **Initial Purchasers**"), subject to the terms and conditions set forth in a purchase agreement, dated January 15, 2014 (the " **Purchase Agreement**"), to issue and sell to the several Initial Purchasers $3,000,000,000 aggregate principal amount of its 6.875% Senior Notes due 2022 (the " **Notes**") to be unconditionally guaranteed (the "**Guarantees**") on the Completion Date (as defined below) by Holdings and the entities listed in Schedule I attached hereto (the " **Guarantors**"). The Initial Securities (as defined below) will be issued pursuant to an indenture, dated as of January 27, 2014 (the " **Base Indenture**"), among, initially, the Escrow Issuer and Regions Bank, an Alabama banking corporation, as Trustee (in such capacity, the "**Trustee**"). If any of the conditions to the release of escrowed funds described in "— Escrow of Proceeds; Escrow Conditions" of the "Description of the Secured Notes" or the "Description of the Unsecured Notes" sections of the Preliminary Offering Memorandum (as defined in the Purchase Agreement) (other than condition (8) in each such section) will not be satisfied substantially concurrently with the Closing (as defined in the Purchase Agreement), (i) the Representatives will deposit the gross proceeds from the offering of Notes into an escrow account (the "**Escrow Account**") for the benefit of the holders of the Notes, (ii) the Issuer (as defined below) will deposit into the Escrow Account an amount of cash that, when taken together with the gross proceeds of the offering of the Notes deposited therein, will be sufficient to fund a special mandatory redemption of the Notes on February 28, 2014 and (iii) the Issuer will also deposit into the Escrow Account an amount of cash equal to five days of interest accrued on the Notes. In addition, on or prior to the date that is five business days prior to the last day of each month, from and including February 2014 through and including June 2014 (in each case, unless the Escrow Release Date (as defined in the Preliminary Offering Memorandum) has occurred), the Issuer will also deposit into the Escrow Account an amount of cash equal to the amount of interest that will accrue on the Notes from (and including) the first day of the following month through (and including) the last day of such following month (as calculated in accordance with the terms of the Indenture (as defined below)).

The Escrow Account will be governed by an escrow agreement (the "**Escrow Agreements**") dated as of the Closing Date, among the Escrow Issuer, the Trustee and Regions Bank, an Alabama banking corporation, as escrow agent (the "**Escrow Agent**"). If all of the conditions set forth in the Escrow Agreement are satisfied, the escrowed funds will be released as described in the Escrow Agreement (the date of such release (or under the circumstances described in the following sentence of this paragraph, the Closing Date) is referred to herein as the "**Completion Date**"). If all of the conditions to the release of escrowed funds described in "— Escrow of Proceeds; Escrow Conditions" of the "Description of the Secured Notes" and the "Description of the Unsecured Notes" sections of the Preliminary Offering Memorandum (other than condition (8) in each such section) will be satisfied substantially concurrently with the Closing, (i) the Escrow Account deposit and related procedures described in the Preliminary Offering Memorandum will not be implemented, (ii) the Notes will not be subject to any special mandatory redemption provisions and (iii) the "**Completion Date**" will be deemed to be the Closing Date for all purposes hereunder. On the Completion Date, the Escrow Merger (as defined in the Purchase Agreement), including the execution of a supplemental indenture to the Base Indenture (the "**Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**") by the Issuer, and the Guarantors, will be consummated. On the Completion Date, each of CHS/Community Health Systems, Inc. (the "**Issuer**") and the Guarantors will join this Agreement by execution and delivery to the Representatives of the joinder attached hereto as Annex A (the "**Registration Rights Joinder**"), pursuant to which each of the Issuer and the Guarantors shall obtain the same rights and be subject to the same obligations as though they each had entered into this Agreement on the date hereof. If the Escrow Issuer redeems the Notes pursuant to the special mandatory redemption provided for under the Base Indenture, then the consummation of such redemption shall cause this Agreement to automatically terminate. As used herein, (i) prior to the Completion Date, references to the "**Company**" refer only to the Escrow Issuer, and on and after the Completion Date, such references shall refer to the Issuer, and (ii) prior to the Completion Date, references to the "**Initial Securities**" refer only to the Notes, and on and after the Completion Date, such references shall refer to the Notes and the Guarantees.

As an inducement to the Initial Purchasers, the Company agrees and, upon execution and delivery of the Registration Rights Joinder, the Guarantors will agree with the Initial Purchasers, for the benefit of the holders of the Initial Securities (including, without limitation, the Initial Purchasers), the Exchange Securities (as defined below) and the Private Exchange Securities (as defined below) (collectively, the "**Holders**"), as follows:

1. *Registered Exchange Offer*. The Company shall, at its own cost, prepare and, not later than 365 days after the date of the original issue of the Initial Securities (the "**Issue Date**" and such date 365 days thereafter, the "**Target Date**"), file with the Securities and Exchange Commission (the "**Commission**") a registration statement (the "**Exchange Offer Registration Statement**") on an appropriate form under the Securities Act of 1933, as amended (the "**Securities Act**"), with respect to a proposed offer (the "**Registered Exchange Offer**") to the Holders of Transfer Restricted Securities (as defined in Section 6 hereof), who are not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer, to issue and deliver to such Holders, in exchange for the Initial Securities, a like aggregate principal amount of debt securities (the "**Exchange Securities**") of the Company issued under the Indenture and substantially identical in all material respects to the Initial Securities (except for the transfer restrictions relating to the Initial Securities) and registered under the Securities Act. Unless not permitted by applicable law or Commission policy, the Company shall (i) cause such Exchange Offer Registration Statement to become effective under the Securities Act, (ii) keep the Exchange Offer Registration Statement effective for not less than 30 days (or longer, if required by applicable law) after the date notice of the Registered Exchange Offer is mailed to the Holders (such period being called the "**Exchange Offer Registration Period**") and (iii) cause the Registered Exchange Offer to be completed, in each case, not later than the Target Date. For purposes of this Agreement, "business day" shall mean a day other than a Saturday, Sunday or other day on which banking institutions are authorized or required by law to close in New York City.

If the Company effects the Registered Exchange Offer, the Company will be entitled to consummate the Registered Exchange Offer 30 days after the commencement thereof; *provided* that the Company has accepted all the Initial Securities theretofore validly tendered in accordance with the terms of the Registered Exchange Offer.

Following the declaration of the effectiveness of the Exchange Offer Registration Statement, unless not permitted by applicable law or Commission policy, the Company shall promptly commence the Registered Exchange Offer, it being the objective of such Registered Exchange Offer to enable each Holder of Transfer Restricted Securities (as defined in Section 6 hereof) electing to exchange the Initial Securities for Exchange Securities (assuming that such Holder is not an affiliate of the Company within the meaning of the Securities Act, acquires the Exchange Securities in the ordinary course of such Holder's business and has no arrangements with any person to participate in the distribution of the Exchange Securities and is not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer) to trade such Exchange Securities from and after their receipt without any limitations or restrictions under the Securities Act and without material restrictions under the securities laws of the several states of the United States.

The Company acknowledges that, pursuant to current interpretations by the Commission's staff of Section 5 of the Securities Act, in the absence of an applicable exemption therefrom, (i) each Holder which is a broker-dealer electing to exchange Initial Securities, acquired for its own account as a result of market making activities or other trading activities, for Exchange Securities (an " **Exchanging Dealer**"), is required to deliver a prospectus containing the information set forth in (a) Annex B hereto on the cover, (b) Annex C hereto in the "**Exchange Offer Procedures**" section and the "**Purpose of the Exchange Offer**" section, and (c) Annex D hereto in the "**Plan of Distribution**" section of such prospectus in connection with a sale of any such Exchange Securities received by such Exchanging Dealer pursuant to the Registered Exchange Offer and (ii) an Initial Purchaser that elects to sell Exchange Securities acquired in exchange for Initial Securities constituting any portion of an unsold allotment is required to deliver a prospectus containing the information required by Items 507 or 508 of Regulation S-K under the Securities Act, as applicable, in connection with such sale.

The Company shall use commercially reasonable efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the prospectus contained therein, in order to permit such prospectus to be lawfully delivered by all persons subject to the prospectus delivery requirements of the Securities Act for such period of time as such persons must comply with such requirements in order to resell the Exchange Securities; *provided*, *however*, that (i) in the case where such prospectus and any amendment or supplement thereto must be delivered by an Exchanging Dealer or an Initial Purchaser, such period shall be the lesser of 180 days and the date on which all Exchanging Dealers and the Initial Purchasers have sold all Exchange Securities held by them (unless such period is extended pursuant to Section 3(j) below) and (ii) the Company shall make such prospectus and any amendment or supplement thereto, available to any broker-dealer for use in connection with any resale of any Exchange Securities for a period of not less than 90 days after the consummation of the Registered Exchange Offer.

If, upon consummation of the Registered Exchange Offer, any Initial Purchaser holds Initial Securities acquired by it as part of its initial distribution, the Company, simultaneously with the delivery of the Exchange Securities pursuant to the Registered Exchange Offer, shall issue and deliver to such Initial Purchaser upon the written request of such Initial Purchaser, in exchange (the " **Private Exchange**") for the Initial Securities held by such Initial Purchaser, a like principal amount of debt securities of the Company issued under the Indenture and identical in all material respects (including the existence of restrictions on transfer under the Securities Act and the securities laws of the several states of the United States, but excluding provisions relating to the matters described in Section 6 hereof) to the Initial Securities (the " **Private Exchange Securities**"). The Initial Securities, the Exchange Securities and the Private Exchange Securities are herein collectively called the " **Securities**".

In connection with the Registered Exchange Offer, the Company shall:

(a) mail to each Holder a copy of the prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(b) keep the Registered Exchange Offer open for not less than 30 days (or longer, if required by applicable law) after the date notice thereof is mailed to the Holders;

(c) utilize the services of a depositary for the Registered Exchange Offer with an address in the Borough of Manhattan, The City of New York, which may be the Trustee or an affiliate of the Trustee;

(d) permit Holders to withdraw tendered Securities at any time prior to the close of business, New York time, on the last business day on which the Registered Exchange Offer shall remain open; and

(e) otherwise comply with all applicable laws.

As soon as practicable after the close of the Registered Exchange Offer or the Private Exchange, as the case may be, the Company shall:

(x) accept for exchange all the Securities validly tendered and not withdrawn pursuant to the Registered Exchange Offer and the Private Exchange;

(y) deliver to the Trustee for cancellation all the Initial Securities so accepted for exchange; and

(z) cause the Trustee to authenticate and deliver promptly to each Holder of the Initial Securities, Exchange Securities or Private Exchange Securities, as the case may be, equal in principal amount to the Initial Securities of such Holder so accepted for exchange.

The Indenture will provide that the Exchange Securities will not be subject to the transfer restrictions set forth in the Indenture and that all the Securities will vote and consent together on all matters as one class and that none of the Securities will have the right to vote or consent as a class separate from one another on any matter.

Interest on each Exchange Security and Private Exchange Security issued pursuant to the Registered Exchange Offer and in the Private Exchange will accrue from the last interest payment date on which interest was paid on the Initial Securities surrendered in exchange therefor or, if no interest has been paid on the Initial Securities, from the initial date on which interest began to accrue on the Initial Securities.

Each Holder participating in the Registered Exchange Offer shall be required to represent in writing (which may be contained in the applicable letter of transmittal) to the Company that at the time of the consummation of the Registered Exchange Offer (i) any Exchange Securities received by such Holder will be acquired in the ordinary course of business, (ii) such Holder will have no arrangements or understanding with any person to participate in the distribution of the Securities or the Exchange Securities within the meaning of the Securities Act, (iii) such Holder is not an "affiliate," as defined in Rule 405 of the Securities Act, of the Company, or if it is an affiliate, such Holder will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable, (iv) if such Holder is not a broker-dealer, that it is not engaged in, and does not intend to engage in, the distribution of the Exchange Securities and (v) if such Holder is a broker-dealer, that it will receive Exchange Securities for its own account in exchange for Initial Securities that were acquired as a result of market-making activities or other trading activities and that it will be required to acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities.

Notwithstanding any other provisions hereof, the Company will ensure that (i) any Exchange Offer Registration Statement and any amendment thereto and any prospectus forming a part thereof and any supplement thereto complies as to form in all material respects with the Securities Act and the rules

and regulations thereunder, (ii) any Exchange Offer Registration Statement and any amendment thereto does not, when it becomes effective, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) any prospectus forming part of any Exchange Offer Registration Statement, and any supplement to such prospectus, does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

2. *Shelf Registration*. If, (i) because of any change in law or in applicable interpretations thereof by the staff of the Commission, the Company is not permitted to effect a Registered Exchange Offer, as contemplated by Section 1 hereof, (ii) the Registered Exchange Offer is not consummated by the Target Date, (iii) any Initial Purchaser so requests with respect to the Initial Securities (or the Private Exchange Securities) not eligible to be exchanged for Exchange Securities in the Registered Exchange Offer and held by it following consummation of the Registered Exchange Offer or (iv) any Holder (A) is prohibited by applicable law or Commission policy from participating in the Registered Exchange Offer, or (B) may not resell the Exchange Securities acquired by it in the Registered Exchange Offer to the public without delivering a prospectus, the Company shall take the following actions:

(a) The Company shall, at its cost, as promptly as practicable file with the Commission and thereafter shall use its reasonable best efforts to cause to be declared effective (unless it becomes effective automatically upon filing) a registration statement (the " **Shelf Registration Statement**" and, together with the Exchange Offer Registration Statement, a " **Registration Statement**") on an appropriate form under the Securities Act relating to the offer and sale of the Transfer Restricted Securities (as defined in Section 6 hereof) by the Holders thereof (x) in the case of clause (i) above, on or prior to the 335th day after the Issue Date or (y) in the case of clause (ii), (iii) or (iv) above, on or prior to the 90th day after the date on which such Shelf Registration Statement is required to be filed, in each case in accordance with the methods of distribution set forth in the Shelf Registration Statement and Rule 415 under the Securities Act (hereinafter, the "**Shelf Registration**"); *provided*, *however*, that no Holder (other than an Initial Purchaser) shall be entitled to have the Securities held by it covered by such Shelf Registration Statement unless such Holder agrees in writing to be bound by all the provisions of this Agreement applicable to such Holder.

(b) The Company shall use its reasonable best efforts to keep the Shelf Registration Statement continuously effective in order to permit the prospectus included therein to be lawfully delivered by the Holders of the relevant Securities, until the earlier of (x) one year from the date such Shelf Registration Statement is first declared effective and (y) the date on which all the Securities registered under the Shelf Registration Statement have been disposed of in accordance therewith (the "**Shelf Registration Period**"). The Company shall be deemed not to have used its reasonable best efforts to keep the Shelf Registration Statement effective during the requisite period if it voluntarily takes any action that would result in Holders of Securities covered thereby not being able to offer and sell such Securities during that period, unless (i) such action is required by applicable law or (ii) such action is taken by the Company in good faith and for valid business reasons (not including avoidance of the Company's obligations hereunder), including, but not limited to, the acquisition or divestiture of assets, so long as the Company promptly thereafter complies with the requirements of Section 3(j) hereof, if applicable.

(c) Notwithstanding any other provisions of this Agreement to the contrary, the Company shall cause the Shelf Registration Statement and the related prospectus and any amendment or supplement thereto, as of the effective date of the Shelf Registration Statement, amendment or supplement, (i) to comply in all material respects with the applicable requirements of the Securities Act and the rules and regulations of the Commission and (ii) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

3. *Registration Procedures*. In connection with any Shelf Registration contemplated by Section 2 hereof and, to the extent applicable, any Registered Exchange Offer contemplated by Section 1 hereof, the following provisions shall apply:

(a) The Company shall (i) furnish to each Initial Purchaser, prior to the filing thereof with the Commission, a copy of the Registration Statement and each amendment thereof and each supplement, if any, to the prospectus included therein and, in the event that an Initial Purchaser (with respect to any portion of an unsold allotment from the original offering) is participating in the Registered Exchange Offer or the Shelf Registration Statement, the Company shall use its reasonable best efforts to reflect in each such document, when so filed with the Commission, such comments as such Initial Purchaser reasonably may propose; (ii) include the information set forth in Annex B hereto on the cover, in Annex C hereto in the "Exchange Offer Procedures" section and the "Purpose of the Exchange Offer" section and in Annex D hereto in the "Plan of Distribution" section of the prospectus forming a part of the Exchange Offer Registration Statement and include the information set forth in Annex E hereto in the Letter of Transmittal delivered pursuant to the Registered Exchange Offer; (iii) if requested by an Initial Purchaser in writing, include the information required by Items 507 or 508 of Regulation S-K under the Securities Act, as applicable, in the prospectus forming a part of the Exchange Offer Registration Statement; (iv) include within the prospectus contained in the Exchange Offer Registration Statement a section entitled "Plan of Distribution," reasonably acceptable to the Initial Purchasers, which shall contain a summary statement of the positions taken or policies made by the staff of the Commission with respect to the potential "underwriter" status of any broker-dealer that is the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) of Exchange Securities received by such broker-dealer in the Registered Exchange Offer (a "**Participating Broker-Dealer**"), whether such positions or policies have been publicly disseminated by the staff of the Commission or such positions or policies, in the reasonable judgment of the Initial Purchasers based upon advice of counsel (which may be in-house counsel), represent the prevailing views of the staff of the Commission; and (v) in the case of a Shelf Registration Statement, include in the prospectus included in the Shelf Registration Statement (or, if permitted by Commission Rule 430B(b), in a prospectus supplement that becomes a part thereof pursuant to Commission Rule 430B(f)) that is delivered to any Holder pursuant to Section 3(d) and (f), the names of the Holders, who propose to sell Securities pursuant to the Shelf Registration Statement, as selling securityholders.

(b) The Company shall give written notice to the Initial Purchasers, the Holders of the Securities and any Participating Broker-Dealer from whom the Company has received prior written notice that it will be a Participating Broker-Dealer in the Registered Exchange Offer (which notice pursuant to clauses (ii)-(v) hereof shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made):

(i) when the Registration Statement or any amendment thereto has been filed with the Commission and when the Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the Commission for amendments or supplements to the Registration Statement or the prospectus included therein or for additional information;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose, of the issuance by the Commission of a notification of objection to the use of the form on which the Registration Statement has been filed, and of the happening of any event that causes the Company to become an "ineligible issuer," as defined in Commission Rule 405.

(iv) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(v) of the happening of any event during the period that the Registration Statement is effective that requires the Company to make changes in the Registration Statement or the prospectus in order that the Registration Statement or the prospectus do not contain an untrue statement of a material fact nor omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus, in light of the circumstances under which they were made) not misleading.

(c) The Company shall make every reasonable effort to obtain the withdrawal at the earliest possible time, of any order suspending the effectiveness of the Registration Statement.

(d) The Company shall furnish to each Holder of Securities included within the coverage of the Shelf Registration, without charge, at least one copy of the Shelf Registration Statement and any post-effective amendment or supplement thereto, including financial statements and schedules, and, if the Holder so requests in writing, all exhibits thereto (including those, if any, incorporated by reference). The Company shall not, without the prior consent of the Initial Purchasers, make any offer relating to the Securities that would constitute a "free writing prospectus," as defined in Commission Rule 405.

(e) The Company shall deliver to each Exchanging Dealer and each Initial Purchaser, and to any other Holder who so requests, without charge, at least one copy of the Exchange Offer Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if any Initial Purchaser or any such Holder requests, all exhibits thereto (including those incorporated by reference).

(f) The Company shall, during the Shelf Registration Period, deliver to each Holder of Securities included within the coverage of the Shelf Registration, without charge, as many copies of the prospectus (including each preliminary prospectus) included in the Shelf Registration Statement and any amendment or supplement thereto as such person may reasonably request. The Company consents, subject to the provisions of this Agreement, to the use of the prospectus or any amendment or supplement thereto by each of the selling Holders of the Securities in connection with the offering and sale of the Securities covered by the prospectus, or any amendment or supplement thereto, included in the Shelf Registration Statement.

(g) The Company shall deliver to each Initial Purchaser, any Exchanging Dealer, any Participating Broker-Dealer and such other persons required to deliver a prospectus following the Registered Exchange Offer, without charge, as many copies of the final prospectus included in the Exchange Offer Registration Statement and any amendment or supplement thereto as such persons may reasonably request. The Company consents, subject to the provisions of this Agreement, to the use of the prospectus or any amendment or supplement thereto by any Initial Purchaser, if necessary, any Participating Broker-Dealer and such other persons required to deliver a prospectus following the Registered Exchange Offer in connection with the offering and sale of the Exchange Securities covered by the prospectus, or any amendment or supplement thereto, included in such Exchange Offer Registration Statement.

(h) Prior to any public offering of the Securities pursuant to any Registration Statement, the Company shall use its reasonable best efforts to register or qualify or cooperate with the Holders of the Securities included therein and their respective counsel in connection with the registration or qualification of the Securities for offer and sale under the securities or "blue sky" laws of such states of the United States as any Holder of the Securities reasonably requests in writing and do any and all other acts or things necessary or advisable to enable the offer and sale in such jurisdictions of the Securities covered by such Registration Statement; *provided, however,*

that the Company shall not be required to (i) qualify generally to do business or as a dealer in Securities in any jurisdiction where it is not then so qualified or (ii) take any action that would subject it to general service of process or to taxation in any jurisdiction where it is not then so subject.

(i) The Company shall cooperate with the Holders of the Securities to facilitate the timely preparation and delivery of certificates representing the Securities to be sold pursuant to any Registration Statement free of any restrictive legends and in such denominations and registered in such names as the Holders may request a reasonable period of time prior to sales of the Securities pursuant to such Registration Statement.

(j) Upon the occurrence of any event contemplated by paragraphs (ii) through (v) of Section 3(b) above during the period for which the Company is required to maintain an effective Registration Statement, the Company shall promptly prepare and file a post-effective amendment to the Registration Statement or a supplement to the related prospectus and any other required document so that, as thereafter delivered to Holders of the Securities or purchasers of Securities, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Initial Purchasers, the Holders of the Securities and any known Participating Broker-Dealer in accordance with paragraphs (ii) through (v) of Section 3(b) above to suspend the use of the prospectus until the requisite changes to the prospectus have been made, then the Initial Purchasers, the Holders of the Securities and any such Participating Broker-Dealers shall suspend use of such prospectus, and the period of effectiveness of the Shelf Registration Statement provided for in Section 2(b) above and the Exchange Offer Registration Statement provided for in Section 1 above shall each be extended by the number of days from and including the date of the giving of such notice to and including the date when the Initial Purchasers, the Holders of the Securities and any known Participating Broker-Dealer shall have received such amended or supplemented prospectus pursuant to this Section 3(j). During the period during which the Company is required to maintain an effective Shelf Registration Statement pursuant to this Agreement, the Company will prior to the three-year expiration of that Shelf Registration Statement file, and use its reasonable best efforts to cause to be declared effective (unless it becomes effective automatically upon filing) within a period that avoids any interruption in the ability of Holders of Securities covered by the expiring Shelf Registration Statement to make registered dispositions, a new registration statement relating to the Securities, which shall be deemed the "**Shelf Registration Statement**" for purposes of this Agreement.

(k) Not later than the effective date of the applicable Registration Statement, the Company will provide a CUSIP number for the Initial Securities, the Exchange Securities or the Private Exchange Securities, as the case may be.

(l) The Company will comply with all rules and regulations of the Commission to the extent and so long as they are applicable to the Registered Exchange Offer or the Shelf Registration and will make generally available to its security holders (or otherwise provide in accordance with Section 11(a) of the Securities Act) an earnings statement satisfying the provisions of Section 11(a) of the Securities Act, no later than 45 days after the end of a 12-month period (or 90 days, if such period is a fiscal year) beginning with the first month of the Company's first fiscal quarter commencing after the effective date of the Registration Statement, which statement shall cover such 12-month period.

(m) The Company shall cause the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, in a timely manner and containing such changes, if any, as shall be necessary for such qualification. In the event that such qualification would require the appointment of a new trustee under the Indenture, the Company shall appoint a new trustee thereunder pursuant to the applicable provisions of the Indenture.

(n) The Company may require each Holder of Securities to be sold pursuant to the Shelf Registration Statement to furnish to the Company such information regarding the Holder and the distribution of the Securities as the Company may from time to time reasonably require for inclusion of the Holder in the Shelf Registration Statement, including requiring the Holder to properly complete and execute such selling security Holder notice and questionnaires, and any amendments or supplements thereto, as the Company may reasonably deem necessary or appropriate, and the Company may exclude from such registration the Securities of any Holder that fails to furnish such information within a reasonable time after receiving such request.

(o) The Company shall enter into such customary agreements (including, if requested, an underwriting agreement in customary form) and take all such other action, if any, as any Holder of the Securities shall reasonably request in order to facilitate the disposition of the Securities pursuant to any Shelf Registration.

(p) In the case of any Shelf Registration, the Company shall (i) make reasonably available for inspection by the Holders of the Securities, any underwriter participating in any disposition pursuant to the Shelf Registration Statement and any attorney, accountant or other agent retained by the Holders of the Securities or any such underwriter at all reasonable times and in a reasonable manner all relevant financial and other records, pertinent corporate documents and properties of the Company and (ii) cause the Company's officers, directors, employees, accountants and auditors to supply all relevant information reasonably requested by the Holders of the Securities or any such underwriter, attorney, accountant or agent in connection with the Shelf Registration Statement, in each case, as shall be reasonably necessary to enable such persons, to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act; *provided, however,* that the foregoing inspection and information gathering shall be coordinated on behalf of the Initial Purchasers by you and on behalf of the other parties, by one counsel designated by and on behalf of such other parties as described in Section 4 hereof; and *provided further, however,* that any information that is designated in writing by the Company, in good faith, as confidential at the time of delivery of such information shall be kept confidential by each such person, unless (A) the disclosure of such information is necessary to avoid or correct a material misstatement or material omission in such Registration Statement or prospectus, (B) such disclosure is made in connection with a court proceeding, to any governmental or regulatory authority having jurisdiction over each such person or their respective affiliates, or is reasonably necessary in order to establish a "due diligence" defense" pursuant to Section 11 of the Securities Act or (C) such information becomes available to the public generally or through a third party without an accompanying obligation of confidentiality.

(q) In the case of any Shelf Registration, the Company, if requested by any Holder of Securities covered thereby, shall cause (i) its counsel to deliver an opinion and updates thereof relating to the Securities in customary form (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters, if any) addressed to such Holders and the managing underwriters, if any, thereof and dated, in the case of the initial opinion, the effective date of such Shelf Registration Statement covering such matters as are customarily covered in opinions given in connection with underwritten offerings and such other matters as may be reasonably requested by such holders and managing underwriters, if any; (ii) its officers to execute and deliver all customary documents and certificates and updates thereof requested by any underwriters of the applicable Securities and (iii) its independent public accountants and the independent public accountants with respect to any other entity for which financial information is provided in the Shelf Registration Statement to provide to the selling Holders of the applicable Securities and any underwriter therefor a comfort letter in customary form and covering matters of the type customarily covered in comfort letters in connection with primary underwritten offerings, subject to receipt of appropriate documentation as contemplated, and only if permitted, by AU Section 634 of the Interim Accounting Standards of the Public Company Accounting Oversight Board.

(r) In the case of the Registered Exchange Offer, if requested by any Initial Purchaser or any known Participating Broker-Dealer, the Company shall cause (i) its counsel to deliver to such Initial Purchaser or such Participating Broker-Dealer a signed opinion in the form set forth in Sections 5(r), 7(c) and 7(d) of the Purchase Agreement with such changes as are customary in connection with the preparation of a Registration Statement and (ii) its independent public accountants and the independent public accountants with respect to any other entity for which financial information is provided in the Registration Statement to deliver to such Initial Purchaser or such Participating Broker-Dealer a comfort letter, in customary form, meeting the requirements as to the substance thereof as set forth in Section 7(a) of the Purchase Agreement, with appropriate date changes.

(s) If a Registered Exchange Offer or a Private Exchange is to be consummated, upon delivery of the Initial Securities by Holders to the Company (or to such other Person as directed by the Company) in exchange for the Exchange Securities or the Private Exchange Securities, as the case may be, the Company shall mark, or caused to be marked, on the Initial Securities so exchanged that such Initial Securities are being canceled in exchange for the Exchange Securities or the Private Exchange Securities, as the case may be; in no event shall the Initial Securities be marked as paid or otherwise satisfied.

(t) The Company will use its reasonable best efforts to (a) if the Initial Securities have been rated prior to the initial sale of such Initial Securities, confirm such ratings will apply to the Securities covered by a Registration Statement, or (b) if the Initial Securities were not previously rated, cause the Securities covered by a Registration Statement to be rated with the appropriate rating agencies, if so requested by Holders of a majority in aggregate principal amount of Securities covered by such Registration Statement, or by the managing underwriters, if any.

(u) In the event that any broker-dealer registered under the Exchange Act shall underwrite any Securities or participate as a member of an underwriting syndicate or selling group or "assist in the distribution" (within the meaning of the Conduct Rules (the " **Rules**") of the Financial Industry Regulatory Authority, Inc. thereof, whether as a Holder of such Securities or as an underwriter, a placement or sales agent or a broker or dealer in respect thereof, or otherwise, the Company will cooperate with such broker-dealer in complying with the requirements of such Rules, including, without limitation, by (i) if such Rules, including Rule 5121, shall so require, engaging a "qualified independent underwriter" (as defined in Rule 5121) to participate in the preparation of the Registration Statement relating to such Securities, to exercise usual standards of due diligence in respect thereto and, if any portion of the offering contemplated by such Registration Statement is an underwritten offering or is made through a placement or sales agent, to recommend the yield of such Securities, (ii) indemnifying any such qualified independent underwriter to the extent of the indemnification of underwriters provided in Section 5 hereof and (iii) providing such information to such broker-dealer as may be required in order for such broker-dealer to comply with the requirements of the Rules.

(v) The Company shall use its commercially reasonable efforts to take all other steps necessary to effect the registration of the Securities covered by a Registration Statement contemplated hereby.

4. *Registration Expenses*. The Company shall bear all fees and expenses incurred in connection with the performance of its obligations under Sections 1 through 3 hereof (including the reasonable fees and expenses, if any, of Cravath, Swaine & Moore LLP, counsel for the Initial Purchasers, incurred in connection with the Registered Exchange Offer), whether or not the Registered Exchange Offer or a Shelf Registration is filed or becomes effective, and, in the event of a Shelf Registration, shall bear or reimburse the Holders of the Securities covered thereby for the reasonable fees and disbursements of one firm of counsel designated by the Holders of a majority in principal amount of the Initial Securities covered thereby to act as counsel for the Holders of the Initial Securities in connection therewith.

5. *Indemnification*. (a) The Company agrees to indemnify and hold harmless each Holder of the Securities, any Participating Broker-Dealer and each person, if any, who controls such Holder or such Participating Broker-Dealer within the meaning of the Securities Act or the Exchange Act (each Holder, any Participating Broker-Dealer and such controlling persons are referred to collectively as the " **Indemnified Parties**") from and against any losses, claims, damages or liabilities, joint or several, or any actions in respect thereof (including, but not limited to, any losses, claims, damages, liabilities or actions relating to purchases and sales of the Securities) to which each Indemnified Party may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus or "issuer free writing prospectus," as defined in Commission Rule 433 ("**Issuer FWP**"), relating to a Shelf Registration, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse, as incurred, the Indemnified Parties for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action in respect thereof; *provided*, *however*, that (i) the Company shall not be liable in any such case to the extent that such loss, claim, damage or liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus or Issuer FWP relating to a Shelf Registration in reliance upon and in conformity with written information pertaining to such Indemnified Party and furnished to the Company by or on behalf of such Indemnified Party specifically for inclusion therein and (ii) with respect to any untrue statement or omission or alleged untrue statement or omission made in any preliminary prospectus relating to a Shelf Registration Statement, the indemnity agreement contained in this subsection (a) shall not inure to the benefit of any Holder or Participating Broker-Dealer from whom the person asserting any such losses, claims, damages or liabilities purchased the Securities concerned, to the extent that a prospectus relating to such Securities was required to be delivered (including through satisfaction of the conditions of Commission Rule 172) by such Holder or Participating Broker-Dealer under the Securities Act in connection with such purchase and any such loss, claim, damage or liability of such Holder or Participating Broker-Dealer results from the fact that there was not conveyed to such person, at or prior to the time of the sale of such Securities to such person, an amended or supplemented prospectus or, if permitted by Section 3(d), an Issuer FWP correcting such untrue statement or omission or alleged untrue statement or omission if the Company had previously furnished copies thereof to such Holder or Participating Broker-Dealer; *provided further*, however, that this indemnity agreement will be in addition to any liability that the Company may otherwise have to such Indemnified Party. The Company shall also indemnify underwriters, their officers and directors and each person who controls such underwriters within the meaning of the Securities Act or the Exchange Act to the same extent as provided above with respect to the indemnification of the Holders of the Securities if requested by such Holders.

(b) Each Holder of the Securities, severally and not jointly, will indemnify and hold harmless the Company and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act from and against any losses, claims, damages or liabilities or any actions in respect thereof, to which the Company or any such controlling person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus or Issuer FWP relating to a Shelf Registration, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or omission or alleged untrue statement or omission was made in reliance upon and in conformity with written information pertaining to such Holder and furnished to the Company by or on behalf of such Holder specifically for inclusion therein; and, subject to the limitation set forth immediately preceding this clause, shall reimburse, as incurred, the Company for any legal or other expenses reasonably incurred by the Company or any such controlling person in connection with investigating or defending any loss, claim, damage, liability or action in respect thereof. This indemnity agreement will be in addition to any liability that such Holder may otherwise have to the Company or any of its controlling persons.

(c) Promptly after receipt by an indemnified party under this Section 5 of notice of the commencement of any action or proceeding (including a governmental investigation), such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 5, notify the indemnifying party of the commencement thereof; *provided*, *however*, that the failure to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have under subsection (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and *provided further*, *however*, that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under subsection (a) or (b) above. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof the indemnifying party will not be liable to such indemnified party under this Section 5 for any legal or other expenses, other than reasonable costs of investigation, subsequently incurred by such indemnified party in connection with the defense thereof. No indemnifying party shall, without the prior written consent of the indemnified party, provided that such consent is not unreasonably withheld or delayed; effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action, and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 5 is unavailable or insufficient to hold harmless an indemnified party under subsections (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party on the other from the exchange of the Securities, pursuant to the Registered Exchange Offer, or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the indemnifying party or parties on the one hand and the indemnified party on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof) as well as any other relevant equitable considerations. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or such Holder or such other indemnified party, as the case may be, on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim that is the subject of this subsection (d). Notwithstanding any other provision of this Section 5(d), the Holders of the Securities shall not be required to contribute any amount in excess of the amount by which the net proceeds received by such Holders from the sale of the Securities pursuant to a Registration Statement exceeds the amount of damages that such Holders have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph (d), each person, if any, who controls such indemnified party within the meaning of the Securities Act or the Exchange Act

shall have the same rights to contribution as such indemnified party and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as the Company.

(e) The agreements contained in this Section 5 shall survive the sale of the Securities pursuant to a Registration Statement and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement or any investigation made by or on behalf of any indemnified party.

6. *Additional Interest Under Certain Circumstances*. (a) Additional interest (the "**Additional Interest**") with respect to the Initial Securities and the Exchange Securities shall be assessed as follows if any of the following events occur (each such event in clauses (i) through (iii) below a " **Registration Default**"):

(i) if the Registered Exchange Offer is not consummated on or before the Target Date;

(ii) if obligated to file a Shelf Registration Statement pursuant to clause (ii), (iii) or (iv) of Section 2 above, the Shelf Registration Statement is not declared effective by the Commission on or prior to the 120th day after the date on which the obligation to file a Shelf Registration Statement arises; or

(iii) after either the Exchange Offer Registration Statement or the Shelf Registration Statement, as the case may be, is declared (or becomes automatically) effective and during the period when such Exchange Offer Registration Statement or Shelf Registration Statement is required to be kept effective, (A) such Registration Statement ceases to be effective; or (B) such Registration Statement or the related prospectus ceases to be usable (except as permitted in paragraph (b) below) in connection with resales of Transfer Restricted Securities because either (1) any event occurs as a result of which the related prospectus forming part of such Registration Statement would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, (2) it shall be necessary to amend such Registration Statement or supplement the related prospectus, to comply with the Securities Act or the Exchange Act or the respective rules thereunder, or (3) such Registration Statement is a Shelf Registration Statement that has expired before a replacement Shelf Registration Statement has become effective.

Additional Interest shall accrue on the Initial Securities and the Exchange Securities over and above the interest set forth in the title of the Securities from and including the date on which any such Registration Default shall occur to but excluding the date on which all such Registration Defaults have been cured, at a rate of 0.25% per annum for the first 90-day period immediately following the occurrence of a Registration Default, and such rate will increase by an additional 0.25% per annum with respect to each subsequent 90-day period until all Registration Defaults have been cured, up to a maximum additional interest rate of 1.0% per annum.

(b) A Registration Default referred to in Section 6(a)(iii)(B) hereof shall be deemed not to have occurred and be continuing in relation to a Shelf Registration Statement or the related prospectus if (i) such Registration Default has occurred solely as a result of (x) the filing of a post-effective amendment to such Shelf Registration Statement to incorporate annual audited financial information with respect to the Company where such post-effective amendment is not yet effective and needs to be declared effective to permit Holders to use the related prospectus or (y) other material events, with respect to the Company that would need to be described in such Shelf Registration Statement or the related prospectus and (ii) in the case of clause (y), the Company is proceeding promptly and in good faith to amend or supplement such Shelf Registration Statement and related prospectus to describe such events; *provided*, *however*, that in any case if such Registration Default occurs for a continuous period in excess of 30 days, Additional Interest shall be payable in accordance with the above paragraph from the day such Registration Default occurs until such Registration Default is cured.

(c) Any amounts of Additional Interest due pursuant to clause (i) through (iii) of Section 6(a) above will be payable in cash on the regular interest payment dates with respect to the Initial Securities. The amount of Additional Interest will be determined by multiplying the applicable Additional Interest rate by the principal amount of the Initial Securities and the Exchange Securities, multiplied by a fraction, the numerator of which is the number of days such Additional Interest rate was applicable during such period (determined on the basis of a 360-day year comprised of twelve 30-day months), and the denominator of which is 360.

(d) "**Transfer Restricted Securities**" means each Security until (i) the date on which such Security has been exchanged by a person other than a broker-dealer for a freely transferable Exchange Security in the Registered Exchange Offer, (ii) following the exchange by a broker-dealer in the Registered Exchange Offer of an Initial Security for an Exchange Security, the date on which such Exchange Security is sold to a purchaser who receives from such broker-dealer on or prior to the date of such sale a copy of the prospectus contained in the Exchange Offer Registration Statement and (iii) the date on which such Initial Security has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement.

7. *Rules 144 and 144A*. The Company shall use its reasonable best efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act in a timely manner and, if at any time the Company is not required to file such reports, it will, upon the reasonable request of any Holder of Initial Securities, make publicly available other information so long as necessary to permit sales of their securities pursuant to Rules 144 and 144A. The Company covenants that it will take such further action as any Holder of Initial Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Initial Securities without registration under the Securities Act within the limitation of the exemptions provided by Rules 144 and 144A (including the requirements of Rule 144A(d)(4)). The Company will provide a copy of this Agreement to prospective purchasers of Initial Securities identified to the Company by the Initial Purchasers upon request. Upon the request of any Holder of Initial Securities, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements. Notwithstanding the foregoing, nothing in this Section 7 shall be deemed to require the Company to register any of its securities pursuant to the Exchange Act.

8. *Underwritten Registrations*. If any of the Transfer Restricted Securities covered by any Shelf Registration are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will administer the offering (" **Managing Underwriters**") will be selected by the Holders of a majority in aggregate principal amount of such Transfer Restricted Securities to be included in such offering.

No person may participate in any underwritten registration hereunder unless such person (i) agrees to sell such person's Transfer Restricted Securities on the basis reasonably provided in any underwriting arrangements approved by the persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

9. *Miscellaneous*.

(a) *Amendments and Waivers*. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, except by the Company and the written consent of the Holders of a majority in principal amount of the Securities affected by such amendment, modification, supplement, waiver or consents.

(b) *Joinders.* On the Completion Date, the Escrow Issuer shall cause the Issuer and the Guarantors to join this Agreement by executing and delivering to the Representatives the Registration Rights Joinder.

(c) *Notices*. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, first-class mail, facsimile transmission, or air courier which guarantees overnight delivery:

(1) if to a Holder of the Securities, at the most current address given by such Holder to the Company.

(2) if to the Initial Purchasers, as follows:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
One Bryant Park
New York, NY 10036-6728
Facsimile No.: (212) 377-7964
Attention: Legal Department

and

CREDIT SUISSE SECURITIES (USA) LLC
Eleven Madison Avenue
New York, NY 10010-3629
Fax No.: (212) 325-4296
Attention: IBD Legal

with a copy to:

CRAVATH, SWAINE & MOORE LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019-7475
Facsimile No.: (212) 474-3700
Attention: Joseph D. Zavaglia, Esq.

(3) if to the Company, at its address as follows:

CHS/COMMUNITY HEALTH SYSTEM, INC.
4000 Meridian Boulevard
Franklin, TN 37067-6325
Facsimile No.: (615) 373-9704
Attention: General Counsel

with a copy to:

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, NY 10022-4611
Facsimile No.: (212) 446-4900
Attention: Joshua Korff, Esq.
Michael Kim, Esq.

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; three business days after being deposited in the mail, postage prepaid, if mailed; when receipt is acknowledged by recipient's facsimile machine operator, if sent by facsimile transmission; and on the day delivered, if sent by overnight air courier guaranteeing next day delivery.

(c) *No Inconsistent Agreements*. The Company has not, as of the date hereof, entered into, nor shall it, on or after the date hereof, enter into, any agreement with respect to its securities that is inconsistent with the rights granted to the Holders herein or otherwise conflicts with the provisions hereof.

(d) *Successors and Assigns*. This Agreement shall be binding upon the Company and its successors and assigns.

(e) *Counterparts*. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(f) *Headings*. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(g) *Governing* Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

(h) *Severability*. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(i) *Securities Held by the Company*. Whenever the consent or approval of Holders of a specified percentage of principal amount of Securities is required hereunder, Securities held by the Company or its affiliates (other than subsequent Holders of Securities if such subsequent Holders are deemed to be affiliates solely by reason of their holdings of such Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

[*Remainder of this page intentionally left blank*]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement on the date hereof among the several Initial Purchasers and the Company in accordance with its terms.

Very truly yours,

FWCT-2 Escrow Corporation

By: /s/ W. Larry Cash
Name: W. Larry Cash
Title: Executive Vice President and Chief Financial Officer

[Signature Page to the Registration Rights Agreement]

The foregoing Registration
Rights Agreement is hereby confirmed
and accepted as of the date first
above written.

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED,

By: /s/ Sarang Gadkari
Name: Sarang Gadkari
Title: Managing Director

Acting on behalf of itself
and as a Representative
of the several Initial Purchasers

CREDIT SUISSE SECURITIES (USA) LLC,

By: /s/ Steven Schwartz
Name: Steven Schwartz
Title: Managing Director

Acting on behalf of itself
and as a Representative
of the several Initial Purchasers

**SCHEDULE A**

**Initial Purchasers**

Merrill Lynch, Pierce, Fenner & Smith Incorporated

Credit Suisse Securities (USA) LLC

Citigroup Global Markets Inc.

Goldman, Sachs & Co.

J.P. Morgan Securities LLC

RBC Capital Markets, LLC

SunTrust Robinson Humphrey, Inc.

UBS Securities LLC

Wells Fargo Securities, LLC

BBVA Securities Inc.

Credit Agricole Securities (USA) Inc.

Deutsche Bank Securities Inc.

Fifth Third Securities, Inc.

Mitsubishi UFJ Securities (USA), Inc.

Scotia Capital (USA) Inc.

ANNEX A

**CHS/Community Health Systems, Inc.**

**$3,000,000,000 6.875% Senior Notes due 2022**

**REGISTRATION RIGHTS JOINDER**

January 27, 2014

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
CREDIT SUISSE SECURITIES (USA) LLC
As Representatives of the several Initial Purchasers
c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

Ladies and Gentlemen:

Reference is made to the Registration Rights Agreement (the " **Registration Rights Agreement**") dated January 27, 2014, among FWCT-2 Escrow Corporation, a Delaware corporation (the "**Escrow Issuer**"), and the several Initial Purchasers listed on Schedule A thereto (the "**Initial Purchasers**"), for whom Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC are acting as representatives (in such capacity, the "**Representatives**"), concerning certain registration rights provisions with respect to the $3,000,000,000 aggregate principal amount of 6.875% Senior Notes due 2022 issued by the Escrow Issuer. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Registration Rights Agreement. This agreement (this " **Registration Rights Joinder**") is the "Registration Rights Joinder" referred to in the Registration Rights Agreement.

The Issuer and each of the Guarantors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees to join, and to become bound by the terms, conditions, covenants, agreements, indemnities and other provisions of, the Registration Rights Agreement as the "Issuer" and the "Company" (in the case of the Issuer) or as a "Guarantor" (in the case of any Guarantor), in each case with all attendant rights, duties and obligations stated therein, with the same force and effect as if originally a party thereto, and as if such party executed the Registration Rights Agreement on the date thereof.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Registration Rights Joinder by signing in the space provided below.

Very truly yours,

CHS/COMMUNITY HEALTH SYSTEMS, INC.,

By: _____
Name:
Title:

COMMUNITY HEALTH SYSTEMS, INC.,

By: _____
Name:
Title:

[Subsidiary Guarantor Signature Blocks]

The foregoing Registration Rights Joinder
is hereby accepted as of the date first above written.

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED,

By: _____

Name:
Title:

Acting on behalf of itself and as a Representative
of the several Initial Purchasers

CREDIT SUISSE SECURITIES (USA) LLC,

By: _____

Name:
Title:

Acting on behalf of itself and as a Representative
of the several Initial Purchasers

Each broker-dealer that receives Exchange Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Securities received in exchange for Initial Securities where such Initial Securities were acquired by such broker-dealer as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the Expiration Date (as defined herein), it will make this Prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

Each broker-dealer that receives Exchange Securities for its own account in exchange for Securities, where such Initial Securities were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. See “Plan of Distribution.”

ANNEX D

# PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Securities received in exchange for Initial Securities where such Initial Securities were acquired as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the Expiration Date, it will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until , 201 , all dealers effecting transactions in the Exchange Securities may be required to deliver a prospectus.

The Company will not receive any proceeds from any sale of Exchange Securities by broker-dealers. Exchange Securities received by broker-dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Securities or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Securities. Any broker-dealer that resells Exchange Securities that were received by it for its own account pursuant to the Exchange Offer and any broker or dealer that participates in a distribution of such Exchange Securities may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of Exchange Securities and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the Expiration Date the Company will promptly send additional copies of this Prospectus and any amendment or supplement to this Prospectus to any broker-dealer that requests such documents in the Letter of Transmittal. The Company has agreed to pay all expenses incident to the Exchange Offer (including the expenses of one counsel for the Holders of the Securities) other than commissions or concessions of any brokers or dealers and will indemnify the Holders of the Securities (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

☐ CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: _____

Address: _____

_____

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of Exchange Securities. If the undersigned is a broker-dealer that will receive Exchange Securities for its own account in exchange for Initial Securities that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Securities; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

**SCHEDULE I**

**List of CHS Guarantors**

| Guarantor | Jurisdiction of Organization |
|---|---|
| Community Health Systems, Inc. | DE |
| Abilene Hospital, LLC | DE |
| Abilene Merger, LLC | DE |
| Affinity Health Systems, LLC | DE |
| Affinity Hospital, LLC | DE |
| Anna Hospital Corporation | IL |
| Berwick Hospital Company, LLC | DE |
| Big Bend Hospital Corporation | TX |
| Big Spring Hospital Corporation | TX |
| Birmingham Holdings, LLC | DE |
| Birmingham Holdings II, LLC | DE |
| Blue Island Hospital Company, LLC | DE |
| Blue Island Illinois Holdings, LLC | DE |
| Bluefield Holdings, LLC | DE |
| Bluefield Hospital Company, LLC | DE |
| Bluffton Health System LLC | DE |
| Brownsville Hospital Corporation | TN |
| Brownwood Hospital, L.P. | DE |
| Brownwood Medical Center, LLC | DE |
| Bullhead City Hospital Corporation | AZ |
| Bullhead City Hospital Investment Corporation | DE |
| Carlsbad Medical Center, LLC | DE |
| Centre Hospital Corporation | AL |
| CHHS Holdings, LLC | DE |
| CHS Kentucky Holdings, LLC | DE |
| CHS Pennsylvania Holdings, LLC | DE |
| CHS Virginia Holdings, LLC | DE |
| CHS Washington Holdings, LLC | DE |
| Clarksville Holdings, LLC | DE |
| Clarksville Holdings II, LLC | DE |
| Cleveland Hospital Corporation | TN |

| Guarantor | Jurisdiction of Organization |
|---|---|
| Cleveland Tennessee Hospital Company, LLC | DE |
| Clinton Hospital Corporation | PA |
| Coatesville Hospital Corporation | PA |
| College Station Hospital, L.P. | DE |
| College Station Medical Center, LLC | DE |
| College Station Merger, LLC | DE |
| Community GP Corp. | DE |
| Community Health Investment Company, LLC | DE |
| Community LP Corp. | DE |
| CP Hospital GP, LLC | DE |
| CPLP, LLC | DE |
| Crestwood Hospital, LLC | DE |
| Crestwood Hospital, LP, LLC | DE |
| CSMC, LLC | DE |
| CSRA Holdings, LLC | DE |
| Deaconess Holdings, LLC | DE |
| Deaconess Hospital Holdings, LLC | DE |
| Deming Hospital Corporation | NM |
| Desert Hospital Holdings, LLC | DE |
| Detar Hospital, LLC | DE |
| DHFW Holdings, LLC | DE |
| DHSC, LLC | DE |
| Dukes Health System, LLC | DE |
| Dyersburg Hospital Corporation | TN |
| Emporia Hospital Corporation | VA |
| Evanston Hospital Corporation | WY |
| Fallbrook Hospital Corporation | DE |
| Foley Hospital Corporation | AL |
| Forrest City Arkansas Hospital Company, LLC | AR |
| Forrest City Hospital Corporation | AR |
| Fort Payne Hospital Corporation | AL |
| Frankfort Health Partner, Inc. | IN |
| Franklin Hospital Corporation | VA |

| Guarantor | Jurisdiction of Organization |
|---|---|
| Gadsden Regional Medical Center, LLC | DE |
| Galesburg Hospital Corporation | IL |
| Granbury Hospital Corporation | TX |
| Granite City Hospital Corporation | IL |
| Granite City Illinois Hospital Company, LLC | IL |
| Greenville Hospital Corporation | AL |
| GRMC Holdings, LLC | DE |
| Hallmark Healthcare Company, LLC | DE |
| Hobbs Medco, LLC | DE |
| Hospital of Barstow, Inc. | DE |
| Hospital of Fulton, Inc. | KY |
| Hospital of Louisa, Inc. | KY |
| Hospital of Morristown, Inc. | TN |
| Jackson Hospital Corporation (KY) | KY |
| Jackson Hospital Corporation (TN) | TN |
| Jourdanton Hospital Corporation | TX |
| Kay County Hospital Corporation | OK |
| Kay County Oklahoma Hospital Company, LLC | OK |
| Kirksville Hospital Company, LLC | DE |
| Lakeway Hospital Corporation | TN |
| Lancaster Hospital Corporation | DE |
| Las Cruces Medical Center, LLC | DE |
| Lea Regional Hospital, LLC | DE |
| Lexington Hospital Corporation | 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 |
| Marion Hospital Corporation | IL |
| Martin Hospital Corporation | TN |
| Massillon Community Health System LLC | DE |
| Massillon Health System LLC | DE |

| Guarantor | Jurisdiction of Organization |
|---|---|
| Massillon Holdings, LLC | DE |
| McKenzie Tennessee Hospital Company, LLC | DE |
| McNairy Hospital Corporation | TN |
| MCSA, L.L.C. | AR |
| Medical Center of Brownwood, LLC | DE |
| Merger Legacy Holdings, LLC | DE |
| MMC of Nevada, LLC | DE |
| Moberly Hospital Company, LLC | DE |
| MWMC Holdings, LLC | DE |
| Nanticoke Hospital Company, LLC | DE |
| National Healthcare of Leesville, Inc. | DE |
| National Healthcare of Mt. Vernon, Inc. | DE |
| National Healthcare of Newport, 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 |
| Payson Hospital Corporation | AZ |
| Peckville Hospital Company, LLC | DE |
| Pennsylvania Hospital Company, LLC | DE |
| Phillips Hospital Corporation | AR |
| Phoenixville Hospital Company, LLC | DE |
| Pottstown Hospital Company, LLC | DE |
| QHG Georgia Holdings, Inc. | GA |
| QHG Georgia Holdings II, LLC | DE |
| QHG Georgia, LP | GA |

| Guarantor | Jurisdiction of Organization |
|---|---|
| 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 Massillon, Inc. | OH |
| QHG of South Carolina, Inc. | SC |
| QHG of Spartanburg, Inc. | SC |
| QHG of Springdale, Inc. | AR |
| QHG of Warsaw Company, LLC | DE |
| Quorum Health Resources, LLC | DE |
| Red Bud Hospital Corporation | IL |
| Red Bud Illinois Hospital Company, LLC | IL |
| Regional Hospital of Longview, LLC | DE |
| River Region Medical Corporation | 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 |
| San Miguel Hospital Corporation | NM |
| Scranton Holdings, LLC | DE |
| Scranton Hospital Company, LLC | DE |
| Scranton Quincy Holdings, LLC | DE |
| Scranton Quincy Hospital Company, LLC | DE |
| Shelbyville Hospital Corporation | TN |
| Siloam Springs Arkansas Hospital Company, LLC | DE |
| Siloam Springs Holdings, LLC | DE |
| Southern Texas Medical Center, LLC | DE |
| Spokane Valley Washington Hospital Company, LLC | DE |

| Guarantor | Jurisdiction of Organization |
|---|---|
| Spokane Washington Hospital Company, LLC | DE |
| Tennyson Holdings, LLC | DE |
| Tooele Hospital Corporation | UT |
| Tomball Texas Holdings, LLC | DE |
| Tomball Texas Hospital Company, LLC | DE |
| Triad Healthcare Corporation | 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 of Oregon, LLC | DE |
| Triad-ARMC, LLC | DE |
| Triad-El Dorado, Inc. | AR |
| Triad-Navarro Regional Hospital Subsidiary, LLC | DE |
| Tunkhannock Hospital Company, LLC | DE |
| 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 |
| Watsonville Hospital Corporation | DE |
| Waukegan Hospital Corporation | IL |
| Waukegan Illinois Hospital Company, LLC | IL |
| 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 |

| Guarantor | Jurisdiction of Organization |
|---|---|
| Wilkes-Barre Behavioral Hospital Company, LLC | DE |
| Wilkes-Barre Holdings, LLC | DE |
| Wilkes-Barre Hospital Company, LLC | DE |
| Williamston Hospital Corporation | NC |
| Women & Children's Hospital, LLC | DE |
| Woodland Heights Medical Center, LLC | DE |
| Woodward Health System, LLC | DE |
| York Pennsylvania Holdings, LLC | DE |
| York Pennsylvania Hospital Company, LLC | DE |
| Youngstown Ohio Hospital Company, LLC | DE |

**List of HMA Guarantors**

| | |
|---|---|
| Amory HMA, LLC | MS |
| Bartow HMA, LLC | FL |
| Biloxi H.M.A., LLC | MS |
| Brandon HMA, LLC | MS |
| Brevard HMA Holdings, LLC | FL |
| Brevard HMA Hospitals, LLC | FL |
| Campbell County HMA, LLC | TN |
| Carlisle HMA, LLC | PA |
| 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 |
| Citrus HMA, LLC | FL |
| Clarksdale HMA, LLC | MS |
| Cocke County HMA, LLC | TN |
| Florida HMA Holdings, LLC | DE |
| Fort Smith HMA, LLC | AR |
| Hamlet H.M.A., LLC | NC |
| Health Management Associates, Inc. | DE |
| Health Management Associates, LP | 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 |
| Hospital Management Associates, LLC | FL |

| | |
|---|---|
| Jackson HMA, LLC | MS |
| Jefferson County HMA, LLC | TN |
| Kennett HMA, LLC | MO |
| Key West HMA, LLC | FL |
| Knoxville HMA Holdings, LLC | TN |
| Lehigh HMA, LLC | FL |
| Lone Star HMA, L.P. | DE |
| Madison HMA, LLC | MS |
| Melbourne HMA, LLC | FL |
| Mesquite HMA General, LLC | DE |
| Metro Knoxville HMA, LLC | TN |
| Mississippi HMA Holdings I, LLC | DE |
| Mississippi HMA Holdings II, LLC | DE |
| Monroe HMA, LLC | GA |
| Naples HMA, LLC | FL |
| Poplar Bluff Regional Medical Center, LLC | MO |
| Port Charlotte HMA, LLC | FL |
| Punta Gorda HMA, LLC | FL |
| River Oaks Hospital, LLC | MS |
| Rockledge HMA, LLC | FL |
| ROH, LLC | MS |
| Sebastian Hospital, LLC | FL |
| Sebring Hospital Management Associates, LLC | FL |
| Southeast HMA Holdings, LLC | DE |
| Southwest Florida HMA Holdings, LLC | DE |
| Statesville HMA, LLC | NC |
| Van Buren H.M.A., LLC | AR |
| Venice HMA, LLC | FL |
| Winder HMA, LLC | GA |
| Yakima HMA, LLC | WA |

**Exhibit 4.7**

EXECUTION COPY

**CHS/Community Health Systems, Inc.**

**1,000,000,000 5.125% Senior Secured Notes due 2021**

**REGISTRATION RIGHTS JOINDER**

January 27, 2014

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
CREDIT SUISSE SECURITIES (USA) LLC
As Representatives of the several Initial Purchasers
c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

Ladies and Gentlemen:

Reference is made to the Registration Rights Agreement (the " **Registration Rights Agreement**") dated January 27, 2014, among FWCT-2 Escrow Corporation, a Delaware corporation (the "**Escrow Issuer**"), and the several Initial Purchasers listed on Schedule A thereto (the "**Initial Purchasers**"), for whom Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC are acting as representatives (in such capacity, the "**Representatives**"), concerning certain registration rights provisions with respect to the $1,000,000,000 aggregate principal amount of 5.125% Senior Secured Notes due 2021 issued by the Escrow Issuer. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Registration Rights Agreement. This agreement (this " **Registration Rights Joinder**") is the "Registration Rights Joinder" referred to in the Registration Rights Agreement.

The Issuer and each of the Guarantors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees to join, and to become bound by the terms, conditions, covenants, agreements, indemnities and other provisions of, the Registration Rights Agreement as the "Issuer" and the "Company" (in the case of the Issuer) or as a "Guarantor" (in the case of any Guarantor), in each case with all attendant rights, duties and obligations stated therein, with the same force and effect as if originally a party thereto, and as if such party executed the Registration Rights Agreement on the date thereof.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Registration Rights Joinder by signing in the space provided below.

Very truly yours,

CHS/COMMUNITY HEALTH SYSTEMS, INC.,

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary

Community Health Systems, Inc.

Abilene Hospital, LLC

Abilene Merger, LLC

Affinity Health Systems, LLC

Affinity Hospital, LLC

Anna Hospital Corporation

Berwick Hospital Company, LLC

Big Bend Hospital Corporation

Big Spring Hospital Corporation

Birmingham Holdings, LLC

Birmingham Holdings II, LLC

Blue Island Hospital Company, LLC

Blue Island Illinois Holdings, LLC

Bluefield Holdings, LLC

Bluefield Hospital Company, LLC

Bluffton Health System LLC

Brownsville Hospital Corporation

Brownwood Medical Center, LLC

Bullhead City Hospital Corporation

Bullhead City Hospital Investment Corporation

Carlsbad Medical Center, LLC

Centre Hospital Corporation

CHHS Holdings, LLC

CHS Kentucky Holdings, LLC

CHS Pennsylvania Holdings, LLC

CHS Virginia Holdings, LLC

CHS Washington Holdings, LLC

Clarksville Holdings, LLC

Clarksville Holdings II, LLC

Cleveland Hospital Corporation

Cleveland Tennessee Hospital Company, LLC

Clinton Hospital Corporation

Coatesville Hospital Corporation

College Station Medical Center, LLC

College Station Merger, LLC

Community GP Corp.

Community Health Investment Company, LLC

Community LP Corp.

CP Hospital GP, LLC

CPLP, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

*[Signature Page to the Joinder to the Senior Secured Notes Registration Rights Agreement]*

Crestwood Hospital, LLC

Crestwood Hospital LP, LLC

CSMC, LLC

CSRA Holdings, LLC

Deaconess Holdings, LLC

Deaconess Hospital Holdings, LLC

Deming Hospital Corporation

Desert Hospital Holdings, LLC

Detar Hospital, LLC

DHFW Holdings, LLC

DHSC, LLC

Dukes Health System, LLC

Dyersburg Hospital Corporation

Emporia Hospital Corporation

Evanston Hospital Corporation

Fallbrook Hospital Corporation

Foley Hospital Corporation

Forrest City Arkansas Hospital Company, LLC

Forrest City Hospital Corporation

Fort Payne Hospital Corporation

Frankfort Health Partner, Inc.

Franklin Hospital Corporation

Gadsden Regional Medical Center, LLC

Galesburg Hospital Corporation

Granbury Hospital Corporation

Granite City Hospital Corporation

Granite City Illinois Hospital Company, LLC

Greenville Hospital Corporation

GRMC Holdings, LLC

Hallmark Healthcare Company, LLC

Hobbs Medco, LLC

Hospital of Barstow, Inc.

Hospital of Fulton, Inc.

Hospital of Louisa, Inc.

Hospital of Morristown, Inc.

Jackson Hospital Corporation (KY)

Jackson Hospital Corporation (TN)

Jourdanton Hospital Corporation

Kay County Hospital Corporation

Kay County Oklahoma Hospital Company, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

*[Signature Page to the Joinder to the Senior Secured Notes Registration Rights Agreement]*

Kirksville Hospital Company, LLC

Lakeway Hospital Corporation

Lancaster Hospital Corporation

Las Cruces Medical Center, LLC

Lea Regional Hospital, LLC

Lexington Hospital Corporation

Longview Clinic Operations Company, LLC

Longview Merger, LLC

LRH, LLC

Lutheran Health Network of Indiana, LLC

Marion Hospital Corporation

Martin Hospital Corporation

Massillon Community Health System LLC

Massillon Health System LLC

Massillon Holdings, LLC

McKenzie Tennessee Hospital Company, LLC

McNairy Hospital Corporation

MCSA, L.L.C.

Medical Center of Brownwood, LLC

Merger Legacy Holdings, LLC

MMC of Nevada, LLC

Moberly Hospital Company, LLC

MWMC Holdings, LLC

Nanticoke Hospital Company, LLC

National Healthcare of Leesville, Inc.

National Healthcare of Mt. Vernon, Inc.

National Healthcare of Newport, Inc.

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

Payson Hospital Corporation

Peckville Hospital Company, LLC

Pennsylvania Hospital Company, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

Phillips Hospital Corporation

Phoenixville Hospital Company, LLC

Pottstown Hospital Company, LLC

QHG Georgia Holdings, Inc.

QHG Georgia Holdings II, LLC

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 Massillon, Inc.

QHG of South Carolina, Inc.

QHG of Spartanburg, Inc.

QHG of Springdale, Inc.

QHG of Warsaw Company, LLC

Quorum Health Resources, LLC

Red Bud Hospital Corporation

Red Bud Illinois Hospital Company, LLC

Regional Hospital of Longview, LLC

River Region Medical Corporation

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

San Miguel Hospital Corporation

Scranton Holdings, LLC

Scranton Hospital Company, LLC

Scranton Quincy Holdings, LLC

Scranton Quincy Hospital Company, LLC

Shelbyville Hospital Corporation

Siloam Springs Arkansas Hospital Company, LLC

Siloam Springs Holdings, LLC

Southern Texas Medical Center, LLC

Spokane Valley Washington Hospital Company, LLC

Spokane Washington Hospital Company, LLC

Tennyson Holdings, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

Tooele Hospital Corporation

Tomball Texas Holdings, LLC

Tomball Texas Hospital Company, LLC

Triad Healthcare Corporation

Triad Holdings III, LLC

Triad Holdings IV, LLC

Triad Holdings V, LLC

Triad Nevada Holdings, LLC

Triad of Alabama, LLC

Triad of Oregon, LLC

Triad-ARMC, LLC

Triad-El Dorado, Inc.

Triad-Navarro Regional Hospital Subsidiary, LLC

Tunkhannock Hospital Company, LLC

VHC Medical, LLC

Vicksburg Healthcare, LLC

Victoria Hospital, LLC

Virginia Hospital Company, LLC

Warren Ohio Hospital Company, LLC

Warren Ohio Rehab Hospital Company, LLC

Watsonville Hospital Corporation

Waukegan Hospital Corporation

Waukegan Illinois 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

Williamston Hospital Corporation

Women & Children's Hospital, LLC

Woodland Heights Medical Center, LLC

Woodward Health System, LLC

York Pennsylvania Holdings, LLC

York Pennsylvania Hospital Company, LLC

Youngstown Ohio Hospital Company, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

**BROWNWOOD HOSPITAL, L.P.**

By: Brownwood Medical Center, LLC
Its: General Partner

**COLLEGE STATION HOSPITAL, L.P.**

By: College Station Medical Center, LLC
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

**VICTORIA OF TEXAS, L.P.**

By: Detar Hospital, LLC
Its: General Partner

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the General Partners of the Guarantors set forth on this page.

Amory HMA, LLC

Bartow HMA, LLC

Biloxi H.M.A., LLC

Brandon HMA, LLC

Brevard HMA Holdings, LLC

Brevard HMA Hospitals, LLC

Campbell County HMA, LLC

Carlisle HMA, LLC

Carolinas JV Holdings General, LLC

Central Florida HMA Holdings, LLC

Central States HMA Holdings, LLC

Chester HMA, LLC

Citrus HMA, LLC

Clarksdale HMA, LLC

Cocke County HMA, LLC

Florida HMA Holdings, LLC

Fort Smith HMA, LLC

Hamlet H.M.A., LLC

Health Management Associates, Inc.

Health Management General Partner, LLC

HMA Fentress County General Hospital, LLC

HMA Santa Rosa Medical Center, LLC

Hospital Management Associates, LLC

Jackson HMA, LLC

Jefferson County HMA, LLC

Kennett HMA, LLC

Key West HMA, LLC

Knoxville HMA Holdings, LLC

Lehigh HMA, LLC

Madison HMA, LLC

Melbourne HMA, LLC

Mesquite HMA General, LLC

Metro Knoxville HMA, LLC

Mississippi HMA Holdings I, LLC

Mississippi HMA Holdings II, LLC

Monroe HMA, LLC

Naples HMA, LLC

Poplar Bluff Regional Medical Center, LLC

Port Charlotte HMA, LLC

Punta Gorda HMA, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

River Oaks Hospital, LLC

Rockledge HMA, LLC

ROH, LLC

Sebastian Hospital, LLC

Sebring Hospital Management Associates, LLC

Southeast HMA Holdings, LLC

Southwest Florida HMA Holdings, LLC

Statesville HMA, LLC

Van Buren H.M.A., LLC

Venice HMA, LLC

Winder HMA, LLC

Yakima HMA, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

**CAROLINAS JV HOLDINGS, L.P.**

By: Carolinas JV Holdings General, 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

**LONE STAR HMA, L.P.**

By: Mesquite HMA General, LLC
Its: General Partner

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the General Partners of the Guarantors set forth on this page.

The foregoing Agreement
is hereby confirmed and accepted
as of the date first above written.

MERRIL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,

By: /s/ Sarang Gadkari
Name: Sarang Gadkari
Title: Managing Director

Acting on behalf of itself
and as a Representative
of the several Purchasers

CREDIT SUISSE SECURITIES (USA) LLC,

By: _____
Name:
Title:

Acting on behalf of itself
and as a Representative
of the several Purchasers

The foregoing Agreement
is hereby confirmed and accepted
as of the date first above written.

MERRIL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,

By: _____
Name:
Title:

Acting on behalf of itself
and as a Representative
of the several Purchasers

CREDIT SUISSE SECURITIES (USA) LLC,

By: /s/ Steven Schwartz
Name: Steven Schwartz
Title: Managing Director

Acting on behalf of itself
and as a Representative
of the several Purchasers

**Exhibit 4.8**

EXECUTION COPY

**CHS/Community Health Systems, Inc.**

**$3,000,000,000 6.875% Senior Notes due 2022**

**REGISTRATION RIGHTS JOINDER**

January 27, 2014

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
CREDIT SUISSE SECURITIES (USA) LLC
As Representatives of the several Initial Purchasers
c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

Ladies and Gentlemen:

Reference is made to the Registration Rights Agreement (the " **Registration Rights Agreement**") dated January 27, 2014, among FWCT-2 Escrow Corporation, a Delaware corporation (the "**Escrow Issuer**"), and the several Initial Purchasers listed on Schedule A thereto (the "**Initial Purchasers**"), for whom Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC are acting as representatives (in such capacity, the "**Representatives**"), concerning certain registration rights provisions with respect to the $3,000,000,000 aggregate principal amount of 6.875% Senior Notes due 2022 issued by the Escrow Issuer. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Registration Rights Agreement. This agreement (this " **Registration Rights Joinder**") is the "Registration Rights Joinder" referred to in the Registration Rights Agreement.

The Issuer and each of the Guarantors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees to join, and to become bound by the terms, conditions, covenants, agreements, indemnities and other provisions of, the Registration Rights Agreement as the "Issuer" and the "Company" (in the case of the Issuer) or as a "Guarantor" (in the case of any Guarantor), in each case with all attendant rights, duties and obligations stated therein, with the same force and effect as if originally a party thereto, and as if such party executed the Registration Rights Agreement on the date thereof.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Registration Rights Joinder by signing in the space provided below.

Very truly yours,

CHS/COMMUNITY HEALTH SYSTEMS, INC.,

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary

Community Health Systems, Inc.

Abilene Hospital, LLC

Abilene Merger, LLC

Affinity Health Systems, LLC

Affinity Hospital, LLC

Anna Hospital Corporation

Berwick Hospital Company, LLC

Big Bend Hospital Corporation

Big Spring Hospital Corporation

Birmingham Holdings, LLC

Birmingham Holdings II, LLC

Blue Island Hospital Company, LLC

Blue Island Illinois Holdings, LLC

Bluefield Holdings, LLC

Bluefield Hospital Company, LLC

Bluffton Health System LLC

Brownsville Hospital Corporation

Brownwood Medical Center, LLC

Bullhead City Hospital Corporation

Bullhead City Hospital Investment Corporation

Carlsbad Medical Center, LLC

Centre Hospital Corporation

CHHS Holdings, LLC

CHS Kentucky Holdings, LLC

CHS Pennsylvania Holdings, LLC

CHS Virginia Holdings, LLC

CHS Washington Holdings, LLC

Clarksville Holdings, LLC

Clarksville Holdings II, LLC

Cleveland Hospital Corporation

Cleveland Tennessee Hospital Company, LLC

Clinton Hospital Corporation

Coatesville Hospital Corporation

College Station Medical Center, LLC

College Station Merger, LLC

Community GP Corp.

Community Health Investment Company, LLC

Community LP Corp.

CP Hospital GP, LLC

CPLP, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

Crestwood Hospital, LLC

Crestwood Hospital LP, LLC

CSMC, LLC

CSRA Holdings, LLC

Deaconess Holdings, LLC

Deaconess Hospital Holdings, LLC

Deming Hospital Corporation

Desert Hospital Holdings, LLC

Detar Hospital, LLC

DHFW Holdings, LLC

DHSC, LLC

Dukes Health System, LLC

Dyersburg Hospital Corporation

Emporia Hospital Corporation

Evanston Hospital Corporation

Fallbrook Hospital Corporation

Foley Hospital Corporation

Forrest City Arkansas Hospital Company, LLC

Forrest City Hospital Corporation

Fort Payne Hospital Corporation

Frankfort Health Partner, Inc.

Franklin Hospital Corporation

Gadsden Regional Medical Center, LLC

Galesburg Hospital Corporation

Granbury Hospital Corporation

Granite City Hospital Corporation

Granite City Illinois Hospital Company, LLC

Greenville Hospital Corporation

GRMC Holdings, LLC

Hallmark Healthcare Company, LLC

Hobbs Medco, LLC

Hospital of Barstow, Inc.

Hospital of Fulton, Inc.

Hospital of Louisa, Inc.

Hospital of Morristown, Inc.

Jackson Hospital Corporation (KY)

Jackson Hospital Corporation (TN)

Jourdanton Hospital Corporation

Kay County Hospital Corporation

Kay County Oklahoma Hospital Company, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

Kirksville Hospital Company, LLC

Lakeway Hospital Corporation

Lancaster Hospital Corporation

Las Cruces Medical Center, LLC

Lea Regional Hospital, LLC

Lexington Hospital Corporation

Longview Clinic Operations Company, LLC

Longview Merger, LLC

LRH, LLC

Lutheran Health Network of Indiana, LLC

Marion Hospital Corporation

Martin Hospital Corporation

Massillon Community Health System LLC

Massillon Health System LLC

Massillon Holdings, LLC

McKenzie Tennessee Hospital Company, LLC

McNairy Hospital Corporation

MCSA, L.L.C.

Medical Center of Brownwood, LLC

Merger Legacy Holdings, LLC

MMC of Nevada, LLC

Moberly Hospital Company, LLC

MWMC Holdings, LLC

Nanticoke Hospital Company, LLC

National Healthcare of Leesville, Inc.

National Healthcare of Mt. Vernon, Inc.

National Healthcare of Newport, Inc.

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

Payson Hospital Corporation

Peckville Hospital Company, LLC

Pennsylvania Hospital Company, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

*[Signature Page to the Joinder to the Senior Unsecured Notes Registration Rights Agreement]*

| | |
|---|---|
| Phillips Hospital Corporation | River Region Medical Corporation |
| Phoenixville Hospital Company, LLC | Roswell Hospital Corporation |
| Pottstown Hospital Company, LLC | Ruston Hospital Corporation |
| QHG Georgia Holdings, Inc. | Ruston Louisiana Hospital Company, LLC |
| QHG Georgia Holdings II, LLC | SACMC, LLC |
| QHG of Bluffton Company, LLC | Salem Hospital Corporation |
| QHG of Clinton County, Inc. | San Angelo Community Medical Center, LLC |
| QHG of Enterprise, Inc. | San Angelo Medical, LLC |
| QHG of Forrest County, Inc. | San Miguel Hospital Corporation |
| QHG of Fort Wayne Company, LLC | Scranton Holdings, LLC |
| QHG of Hattiesburg, Inc. | Scranton Hospital Company, LLC |
| QHG of Massillon, Inc. | Scranton Quincy Holdings, LLC |
| QHG of South Carolina, Inc. | Scranton Quincy Hospital Company, LLC |
| QHG of Spartanburg, Inc. | Shelbyville Hospital Corporation |
| QHG of Springdale, Inc. | Siloam Springs Arkansas Hospital Company, LLC |
| QHG of Warsaw Company, LLC | Siloam Springs Holdings, LLC |
| Quorum Health Resources, LLC | Southern Texas Medical Center, LLC |
| Red Bud Hospital Corporation | Spokane Valley Washington Hospital Company, LLC |
| Red Bud Illinois Hospital Company, LLC | Spokane Washington Hospital Company, LLC |
| Regional Hospital of Longview, LLC | Tennyson Holdings, LLC |

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

Tooele Hospital Corporation

Tomball Texas Holdings, LLC

Tomball Texas Hospital Company, LLC

Triad Healthcare Corporation

Triad Holdings III, LLC

Triad Holdings IV, LLC

Triad Holdings V, LLC

Triad Nevada Holdings, LLC

Triad of Alabama, LLC

Triad of Oregon, LLC

Triad-ARMC, LLC

Triad-El Dorado, Inc.

Triad-Navarro Regional Hospital Subsidiary, LLC

Tunkhannock Hospital Company, LLC

VHC Medical, LLC

Vicksburg Healthcare, LLC

Victoria Hospital, LLC

Virginia Hospital Company, LLC

Warren Ohio Hospital Company, LLC

Warren Ohio Rehab Hospital Company, LLC

Watsonville Hospital Corporation

Waukegan Hospital Corporation

Waukegan Illinois 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

Williamston Hospital Corporation

Women & Children's Hospital, LLC

Woodland Heights Medical Center, LLC

Woodward Health System, LLC

York Pennsylvania Holdings, LLC

York Pennsylvania Hospital Company, LLC

Youngstown Ohio Hospital Company, LLC

By: _____

Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

**BROWNWOOD HOSPITAL, L.P.**

By: Brownwood Medical Center, LLC
Its: General Partner

**COLLEGE STATION HOSPITAL, L.P.**

By: College Station Medical Center, LLC
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

**VICTORIA OF TEXAS, L.P.**

By: Detar Hospital, LLC
Its: General Partner

By: _____
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the General Partners of the Guarantors set forth on this page.

| | |
|---|---|
| Amory HMA, LLC | HMA Fentress County General Hospital, LLC |
| Bartow HMA, LLC | HMA Santa Rosa Medical Center, LLC |
| Biloxi H.M.A., LLC | Hospital Management Associates, LLC |
| Brandon HMA, LLC | Jackson HMA, LLC |
| Brevard HMA Holdings, LLC | Jefferson County HMA, LLC |
| Brevard HMA Hospitals, LLC | Kennett HMA, LLC |
| Campbell County HMA, LLC | Key West HMA, LLC |
| Carlisle HMA, LLC | Knoxville HMA Holdings, LLC |
| Carolinas JV Holdings General, LLC | Lehigh HMA, LLC |
| Central Florida HMA Holdings, LLC | Madison HMA, LLC |
| Central States HMA Holdings, LLC | Melbourne HMA, LLC |
| Chester HMA, LLC | Mesquite HMA General, LLC |
| Citrus HMA, LLC | Metro Knoxville HMA, LLC |
| Clarksdale HMA, LLC | Mississippi HMA Holdings I, LLC |
| Cocke County HMA, LLC | Mississippi HMA Holdings II, LLC |
| Florida HMA Holdings, LLC | Monroe HMA, LLC |
| Fort Smith HMA, LLC | Naples HMA, LLC |
| Hamlet H.M.A., LLC | Poplar Bluff Regional Medical Center, LLC |
| Health Management Associates, Inc. | Port Charlotte HMA, LLC |
| Health Management General Partner, LLC | Punta Gorda HMA, LLC |

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

*[Signature Page to the Joinder to the Senior Unsecured Notes Registration Rights Agreement]*

River Oaks Hospital, LLC

Rockledge HMA, LLC

ROH, LLC

Sebastian Hospital, LLC

Sebring Hospital Management Associates, LLC

Southeast HMA Holdings, LLC

Southwest Florida HMA Holdings, LLC

Statesville HMA, LLC

Van Buren H.M.A., LLC

Venice HMA, LLC

Winder HMA, LLC

Yakima HMA, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the Guarantors set for above.

**CAROLINAS JV HOLDINGS, L.P.**

By: Carolinas JV Holdings General, 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

**LONE STAR HMA, L.P.**

By: Mesquite HMA General, LLC
Its: General Partner

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the General Partners of the Guarantors set forth on this page.

The foregoing Agreement
is hereby confirmed and accepted
as of the date first above written.

MERRIL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,

By: /s/ Sarang Gadkari
Name: Sarang Gadkari
Title: Managing Director

Acting on behalf of itself
and as a Representative
of the several Purchasers

CREDIT SUISSE SECURITIES (USA) LLC,

By: _____
Name:
Title:

Acting on behalf of itself
and as a Representative
of the several Purchasers

The foregoing Agreement
is hereby confirmed and accepted
as of the date first above written.

MERRIL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,

By: _____
Name:
Title:

Acting on behalf of itself
and as a Representative
of the several Purchasers

CREDIT SUISSE SECURITIES (USA) LLC,

By: /s/ Steven Schwartz
Name: Steven Schwartz
Title: Managing Director

Acting on behalf of itself
and as a Representative
of the several Purchasers

**Exhibit 10.1**

EXECUTION VERSION

THIRD AMENDMENT AND RESTATEMENT AGREEMENT dated as of January 27, 2014 (this "***Agreement***"), to the CREDIT AGREEMENT dated as of July 25, 2007, as amended and restated as of November 5, 2010 and February 2, 2012 (as amended, supplemented or otherwise modified prior to the date hereof, the "***Existing Credit Agreement***"), among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation, COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation, the Subsidiary Guarantors listed on the signature pages hereto, the Lenders listed on the signature pages hereto and CREDIT SUISSE AG, as Administrative Agent and Collateral Agent.

PRELIMINARY STATEMENT

The Borrower has requested that the Existing Credit Agreement be amended and restated in the form attached hereto as Exhibit A (as so amended and restated, the "***Third Restated Credit Agreement***"), to provide for, among other things:

(a) the making of 2019 Term A Loans (defined below) to the Borrower on the Third Restatement Effective Date (as defined below), on the terms and subject to the conditions set forth herein and in the Third Restated Credit Agreement, in an aggregate principal amount of $1,000,000,000;

(b) the making of 2017 Term E Loans (defined below) to the Borrower on the Third Restatement Effective Date, on the terms and subject to the conditions set forth herein and in the Third Restated Credit Agreement, in an aggregate principal amount of $171,146,550.47;

(c) the making of 2021 Term D Loans (defined below) to the Borrower on the Third Restatement Effective Date, on the terms and subject to the conditions set forth herein and in the Third Restated Credit Agreement, in an aggregate principal amount of $2,925,000,000;

(d) the repayment in full of (i) all the Incremental Term Loans incurred on the First Incremental Term Loan Assumption Agreement Date (each as defined in the Existing Credit Agreement) outstanding on the Third Restatement Effective Date (the "***Incremental Term Loans***"); (ii) all the Non-Extended Term Loans (as defined in the Existing Credit Agreement) outstanding on the Third Restatement Effective Date; and (iii) all the Extended Term Loans (as defined in the Existing Credit Agreement) that are not converted into either 2021 Term D Loans or 2017 Term E Loans as described below;

(e) (i) the extension of the maturity of, and modification of the pricing terms with respect to, certain of the Extended Term Loans so that such Extended Term Loans shall be converted into 2021 Term D Loans with such converted

Extended Term Loans being treated with the 2021 Term D Loans made on the Third Restatement Effective Date as a single Class for all purposes under the Third Restated Credit Agreement; and (ii) the modification of the pricing terms with respect to, certain of the Extended Term Loans so that such Extended Term Loans shall be converted into 2017 Term E Loans with such converted Extended Term Loans being treated with the 2017 Term E Loans made on the Third Restatement Effective Date as a single Class for all purposes under the Third Restated Credit Agreement;

(f) the termination of all the Revolving Credit Commitments (as defined in the Existing Credit Agreement), the repayment in full of all outstanding Revolving Loans (as defined in the Existing Credit Agreement) and the establishment of replacement Revolving Credit Commitments under the Third Restated Credit Agreement in an aggregate principal amount of $1,000,000,000; and

(g) the modification of certain covenants and other provisions set forth in the Existing Credit Agreement.

The Borrower has requested that the persons set forth on Schedule I hereto (the " ***2019 Term A Lenders***") commit to make 2019 Term A Loans to the Borrower on the Third Restatement Effective Date in an aggregate principal amount of $1,000,000,000 (the "***2019 Term A Loans***"; the commitment of each 2019 Term A Lender to provide its applicable portion of the 2019 Term A Loans, a "***2019 Term A Commitment***"). The 2019 Term A Lenders are willing to make the 2019 Term A Loans to the Borrower on the Third Restatement Effective Date on the terms set forth herein and in the Third Restated Credit Agreement and subject to the conditions set forth herein.

The Borrower has requested that the persons set forth on Schedule II hereto (the " ***2017 Term E Lenders***") commit to make 2017 Term E Loans to the Borrower on the Third Restatement Effective Date in an aggregate principal amount of $171,146,550.47 (the "***2017 Term E Loans***"; the commitment of each 2017 Term E Lender to provide its applicable portion of the 2017 Term E Loans, a "***2017 Term E Commitment***"). The 2017 Term E Lenders are willing to make the 2017 Term E Loans to the Borrower on the Third Restatement Effective Date on the terms set forth herein and in the Third Restated Credit Agreement and subject to the conditions set forth herein.

The Borrower has requested that the persons set forth on Schedule III hereto (the " ***2021 Term D Lenders***") commit to make 2021 Term D Loans to the Borrower on the Third Restatement Effective Date in an aggregate principal amount of $2,925,000,000 (the "***2021 Term D Loans***"; the commitment of each 2021 Term D Lender to provide its applicable portion of the 2021 Term D Loans, a "***2021 Term D Commitment***"). The 2021 Term D Lenders are willing to make the 2021 Term D Loans to the Borrower on the Third Restatement Effective Date on the terms set forth herein and in the Third Restated Credit Agreement and subject to the conditions set forth herein.

The Borrower has requested that the persons set forth on Schedule IV hereto (the "***Replacement Revolving Credit Facility Lenders***") commit to provide to the Borrower on the Third Restatement Effective Date a new senior secured revolving credit facility in an aggregate principal amount of $1,000,000,000 (the "***Replacement Revolving Credit Facility***"; the commitment of each Replacement Revolving Credit Facility Lender to provide its applicable portion of the Replacement Revolving Credit Facility, a "***Replacement Revolving Credit Facility Commitment***"). The Replacement Revolving Credit Facility Lenders are willing to provide such Replacement Revolving Credit Facility Commitments to the Borrower on the Third Restatement Effective Date on the terms set forth herein and in the Third Restated Credit Agreement and subject to the conditions set forth herein.

Each Extended Term Loan Lender that is party to this Agreement may elect to convert all (or a portion) of its Extended Term Loans into 2021 Term D Loans or into 2017 Term E Loans by executing and delivering to the Administrative Agent (or its counsel), on or prior to 12:00 p.m. (noon), New York City time, on January 17, 2014 (the "***Delivery Time***"), a signature page to this Agreement identifying itself as an Extended Term Loan Lender and specifying the amount of its Extended Term Loans that it elects to so convert; on and after the Third Restatement Effective Date, subject to the proviso to Section 3(d)(i), (a) such portion of its Extended Term Loans as such Lender shall have specified for conversion into 2021 Term D Loans shall be 2021 Term D Loans under the Third Restated Credit Agreement and shall be subject to all terms and conditions applicable to 2021 Term D Loans as set forth in the Third Restated Credit Agreement, and (b) such portion of its Extended Term Loans as such Lender shall have specified for conversion into 2017 Term E Loans shall be 2017 Term E Loans under the Third Restated Credit Agreement and shall be subject to all terms and conditions applicable to 2017 Term E Loans as set forth in the Third Restated Credit Agreement.

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein (including the Preliminary Statement hereto) shall have the meanings assigned thereto in the Third Restated Credit Agreement. The provisions of Section 1.02 of the Third Restated Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

SECTION 2. Amendment and Restatement of the Existing Credit Agreement . Effective as of the Third Restatement Effective Date, the Existing Credit Agreement is hereby amended and restated in the form attached hereto as Exhibit A.

SECTION 3. Transactions on the Third Restatement Effective Date. (a) 2019 Term A Loans. On the terms and subject to the conditions set forth herein, each 2019 Term A Lender agrees, severally and not jointly, to make, on the Third Restatement Effective Date, a 2019 Term A Loan to the Borrower in an aggregate principal amount equal to its 2019 Term A Commitment. The 2019 Term A Commitment of each 2019

Term A Lender shall automatically terminate upon the making of the 2019 Term A Loans on the Third Restatement Effective Date. The proceeds of the 2019 Term A Loans are to be used by the Borrower solely to pay a portion of the HMA Acquisition Costs.

(b) 2021 Term D Loans. (i) On the terms and subject to the conditions set forth herein, each 2021 Term D Lender agrees, severally and not jointly, to make, on the Third Restatement Effective Date, a 2021 Term D Loan to the Borrower in an aggregate principal amount equal to its 2021 Term D Commitment. The 2021 Term D Commitment of each 2021 Term D Lender shall automatically terminate upon the making of the 2021 Term D Loans on the Third Restatement Effective Date. The proceeds of the 2021 Term D Loans made on the Third Restatement Effective Date are to be used by the Borrower solely to pay a portion of the HMA Acquisition Costs.

(ii) On the terms and subject to the conditions set forth herein, each 2017 Term E Lender agrees, severally and not jointly, to make, on the Third Restatement Effective Date, a 2017 Term E Loan to the Borrower in an aggregate principal amount equal to its 2017 Term E Commitment. The 2017 Term E Commitment of each 2017 Term E Lender shall automatically terminate upon the making of the 2017 Term E Loans on the Third Restatement Effective Date. The proceeds of the 2017 Term E Loans made on the Third Restatement Effective Date are to be used by the Borrower solely to pay a portion of the HMA Acquisition Costs.

(c) Replacement Revolving Credit Facility; Letters of Credit . (i). On the terms and subject to the conditions set forth herein, each Replacement Revolving Credit Facility Lender agrees, severally and not jointly, to assume its Replacement Revolving Credit Facility Commitment on the Third Restatement Effective Date. On the Third Restatement Effective Date, the Revolving Credit Commitments in effect immediately prior to the occurrence of the Third Restatement Effective Date shall terminate and be replaced by the Replacement Revolving Credit Commitments. From and after the Third Restatement Effective Date, each Replacement Revolving Credit Facility Lender shall constitute a “Revolving Credit Lender”, each Replacement Revolving Credit Commitment shall constitute a “Revolving Credit Commitment” and the loans made pursuant thereto shall constitute “Revolving Loans”, in each case for all purposes of the Third Restated Credit Agreement and the other Loan Documents, and the Replacement Revolving Credit Facility shall have the terms that are set forth in the Third Restated Credit Agreement.

(ii) Each of Credit Suisse AG and Wells Fargo Bank, N.A., in their capacities as Issuing Banks under the Existing Credit Agreement and under the Third Restated Credit Agreement, and each Replacement Revolving Credit Facility Lender agree that notwithstanding the termination of the existing Revolving Credit Commitments, the Letters of Credit outstanding on the Third Restatement Effective Date shall remain outstanding as Existing Letters of Credit, and each Replacement Revolving Credit Facility Lender shall be deemed to have acquired a participation therein and in each Existing Letter set forth on Schedule 1.01(a) to the Third

Restated Credit Agreement in accordance with its applicable Pro Rata Percentage in effect on the Third Restatement Effective Date and in accordance with the provisions of Section 2.23 of the Third Restated Credit Agreement.

(iii) Wells Fargo Bank, N.A. agrees to act as an Issuing Bank in respect of the Replacement Revolving Credit Facility on the terms and subject to the conditions set forth herein and in the Third Restated Credit Agreement.

(iv) All Revolving Loans and Swingline Loans (such Loans, "***Existing Revolving Facility Loans***") outstanding immediately prior to the occurrence of the Third Restatement Effective Date shall be prepaid in full by the Borrower on the Third Restatement Effective Date, which prepayment shall be accompanied by accrued and unpaid interest on the Existing Revolving Facility Loans being prepaid to but excluding the Third Restatement Effective Date. Such prepayment may be financed (subject to satisfaction of applicable borrowing conditions herein) with the proceeds of Revolving Loans made on the Third Restatement Effective Date by the Replacement Revolving Credit Facility Lenders, in which case the Borrower irrevocably directs that the proceeds of such Revolving Loans be applied directly to prepay in full (and be netted against) the Existing Revolving Facility Loans, with any excess being delivered in accordance with the applicable Borrowing Request.

(d) Extended Term Loans. (i) Subject to the terms and conditions set forth herein and in the Third Restated Credit Agreement, as of the Third Restatement Effective Date, each Extended Term Loan Lender agrees that the principal amount (if any) of its Extended Term Loans specified by such Extended Term Loan Lender on the Extended Term Loan Lender Election Form delivered by it together with its executed counterpart of this Agreement will be converted into, as specified on such form, (A) 2021 Term D Loans of like outstanding principal amount and such converted Extended Term Loans shall constitute 2021 Term D Loans for all purposes under the Third Restated Credit Agreement, or (B) 2017 Term E Loans of like outstanding principal amount and such converted Extended Term Loans shall constitute 2017 Term E Loans for all purposes under the Third Restated Credit Agreement; *provided* that, in the event that the aggregate principal amount of the Extended Term Loans which Extended Term Loan Lenders agree to convert into (1) 2021 Term D Loans in accordance with the foregoing clause (A) (such Extended Term Loans being referred to herein as the "***Term D Designated Loans***") is greater than $1,676,475,699.63, the Borrower may (but shall not be obligated to) elect, by written notice to the Administrative Agent, to cause less than all (but not less than $1,676,475,699.63 aggregate principal amount) of the Term D Designated Loans to become 2021 Term D Loans, such allocation to be made on a pro rata basis among the Extended Term Loan Lenders making such an election, such that the same proportion of each such Extended Term Loan Lender's Term D Designated Loans is so converted into 2021 Term D Loans, or (2) 2017 Term E Loans in accordance with the foregoing clause (B) (such Extended Term Loans being referred to herein as the "***Term E Designated Loans***") is greater than $1,505,329,149.16 , the Borrower may (but shall not be obligated to) elect, by written notice to the Administrative Agent, to cause less than all (but not less than

$1,505,329,149.16 aggregate principal amount) of the Term E Designated Loans to become 2017 Term E Loans, such allocation to be made on a pro rata basis among the Extended Term Loan Lenders making such an election, such that the same proportion of each such Extended Term Loan Lender's Term E Designated Loans is so converted into 2017 Term E Loans.

(ii) Any Extended Term Loans that are not converted into 2021 Term D Loans or 2017 Term E Loans shall be repaid in full on the Third Restatement Effective Date.

(e) Term Loans Generally. None of the transactions set forth in this Section 3 shall be deemed to be a conversion of any Term Loan into a Loan of a different Type or with a different Interest Period or a payment or prepayment of any Term Loan, and the parties hereto hereby agree that no breakage or similar costs will accrue in respect of any Term Loan solely as a result of the transactions contemplated by this Section 3.

SECTION 4. Representations and Warranties. Each of Parent, the Borrower and each Subsidiary Guarantor hereby represents and warrants to each other party hereto that:

(a) The representations and warranties set forth in Article III of the Third Restated Credit Agreement and in each other Loan Document are true and correct in all material respects on and as of the Third Restatement Effective Date as though made on and as of such date, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.

(b) No Default or Event of Default has occurred and is continuing.

(c) None of the Security Documents in effect on the Third Restatement Effective Date will be rendered invalid, non-binding or unenforceable against any Loan Party as a result of this Agreement. The Guarantees created under such Security Documents will continue to guarantee the Obligations (as the Obligations are modified hereunder and under the Third Restated Credit Agreement) to the same extent as they guaranteed the Obligations immediately prior to the Third Restatement Effective Date. The Liens created under such Security Documents will continue to secure the Obligations (as the Obligations are modified hereunder and under the Third Restated Credit Agreement), and will continue to be perfected, in each case, to the same extent as they secured the Obligations or were perfected immediately prior to the Third Restatement Effective Date. Upon the filing of the Mortgage Amendments (as defined below), the Liens created under such Security Documents will continue to secure the Obligations (as the Obligations are modified hereunder and under the Third Restated Credit Agreement), and will continue to be perfected, in each case, to the same extent as they secured the Obligations or were perfected immediately prior to the Third Restatement Effective Date.

(d) As of the Third Restatement Effective Date, no action, consent or approval of, registration or filing with or any other action by any Governmental Authority

is or will be required in connection with the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party and the making of the Borrowings under the Third Restated Credit Agreement, except for (i) such as have been made or obtained and are in full force and effect and (ii) such actions, consents, approvals, registrations or filings which the failure to obtain or make could not reasonably be expected to result in a Material Adverse Effect.

(e) As of the Third Restatement Effective Date, the Guarantee and Collateral Agreement creates (and will create, in the case of assets of the Guarantors that are subsidiaries of Health Management Associates, Inc. (the " ***Company***", and each such subsidiary, a "***Company Subsidiary Guarantor***") following the making of the filings set forth on Schedule 3.19(a) of the Third Restated Credit Agreement) in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral (as defined in the Guarantee and Collateral Agreement) and the proceeds thereof, subject to the effects of bankruptcy, insolvency or similar laws affecting creditors' rights generally and general equitable principles, and (i) with respect to all Pledged Collateral (as defined in the Guarantee and Collateral Agreement) previously delivered to and in possession of the Collateral Agent, the Lien created under the Guarantee and Collateral Agreement constitutes a fully perfected first priority Lien on, and security interest in, all right, title and interest of the Loan Parties in such Pledged Collateral as to which perfection may be obtained by such actions, in each case prior and superior in right to any other person, and (ii) with the previous filing of financing statements in the offices specified on Schedule 3.19(a) of the Third Restated Credit Agreement, the Lien created under the Guarantee and Collateral Agreement constitutes a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral (other than Intellectual Property, as defined in the Guarantee and Collateral Agreement) as to which perfection may be obtained by such filings, in each case prior and superior in right to any other person, other than with respect to Liens expressly permitted by Section 6.02 of the Third Restated Credit Agreement.

(f) As of the Third Restatement Effective Date, the Guarantee and Collateral Agreement, together with the filings made pursuant to the Guarantee and Collateral Agreement currently on file with the United States Patent and Trademark Office and the United States Copyright Office and the financing statements currently on file in the offices specified on Schedule 3.19(a) of the Third Restated Credit Agreement, constitutes (and will constitute, in the case of assets of the Company Subsidiary Guarantors following the making of the filings set forth on Schedule 3.19(a) of the Third Restated Credit Agreement) a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in the Intellectual Property (as defined in the Guarantee and Collateral Agreement) in which a security interest may be perfected by filing security agreements in the United States and its territories and possessions, in each case prior and superior in right to any other person other than with respect to Liens permitted pursuant to Section 6.02 of the Third Restated Credit Agreement (it being understood that subsequent recordings in the United States Patent and Trademark Office and the United States Copyright Office may be necessary to perfect a Lien on registered trademarks and patents, trademark and patent applications and registered copyrights acquired by the Loan Parties after the Third Restatement Effective Date).

(g) This Agreement has been duly executed and delivered by each Loan Party and constitutes a legal, valid and binding obligation of such Loan Party enforceable against such Loan Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

Notwithstanding anything herein to the contrary, the only representations and warranties set forth in this Section 4 the accuracy of which shall constitute a condition to the Third Restatement Effective Date (and the making of Loans on the Third Restatement Effective Date) shall be the Specified Representations (defined below).

"***Specified Representations***" means the representations and warranties set forth in (a) the Third Restated Credit Agreement in Sections 3.01 (as it relates solely to Parent and Borrower), 3.02(a) and 3.03 (solely as each of them relates to the borrowing of Loans, the guaranteeing of the Obligations, the granting of security interests in the Collateral and the performance of obligations under the Loan Documents), 3.02(b)(i)(A), 3.11, 3.12, 3.19, 3.22 and 3.23 thereof and (b) Section (g) (solely as it relates to the Parent and Borrower) hereof.

SECTION 5. Effectiveness. This Agreement shall become effective on and as of the date on which each of the following conditions precedent is satisfied (such date, the " ***Third Restatement Effective Date***"):

(a) The Administrative Agent shall have received counterparts hereof duly executed and delivered by Parent, the Borrower, each Subsidiary Guarantor and the Required Lenders.

(b) The Administrative Agent shall have received a Borrowing Request for the Loans to be made on the Third Restatement Effective Date, setting forth the information specified in Section 2.03 of the Third Restated Credit Agreement.

(c) The Administrative Agent shall have received a favorable written opinion of (i) Kirkland & Ellis LLP, counsel for Parent and the Borrower, substantially to the effect set forth on Exhibit B-1, (ii) the general counsel of Parent, substantially to the effect set forth in Exhibit B-2 and (iii) each of the other law firms set forth on Exhibit B-3, in each case in form and substance satisfactory to the Administrative Agent.

(d) The Administrative Agent shall have received (i) a certificate as to the good standing of Parent, the Borrower and (to the extent the concept of good standing is applicable in such jurisdiction) each other Loan Party as of a recent date, from the Secretary of State of its state of organization; (ii) a certificate of the Secretary or Assistant Secretary of Parent, the Borrower and each other Loan Party dated the Third Restatement Effective Date and certifying (A) that attached thereto is a true and complete copy of (1) the by-laws (or equivalent thereof) and (2) the certificate or articles of

incorporation, certified as of a recent date by the Secretary of State of the applicable state of organization, in each case of such Loan Party as in effect on the Third Restatement Effective Date and at all times since a date prior to the date of the resolutions described in clause (B) below (or, if such by-laws (or equivalent thereof) or certificate or articles of incorporation have not been amended or modified since any delivery thereof to the Administrative Agent on the Closing Date, the First Restatement Effective Date or the "Effective Date" under the Replacement Revolving Credit Facility and Incremental Term Loan Assumption Agreement dated as of March 6, 2012 (the "***First Replacement Effective Date***"), as applicable, certifying that no such amendment or modification has occurred), (B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors (or equivalent thereof) of such Loan Party authorizing the execution, delivery and performance of the Loan Documents to which such person is a party, and that such resolutions have not been modified, rescinded or amended and are in full force and effect and (C) as to the incumbency and specimen signature of each officer executing this Agreement or any other document delivered in connection herewith on behalf of such Loan Party; and (iii) a certificate of another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary executing the certificate pursuant to clause (ii) above.

(e) The Administrative Agent shall have received a certificate, dated the Third Restatement Effective Date and signed by a Financial Officer of the Borrower, confirming compliance with the conditions set forth in each of paragraph (g)(i) and paragraph (i) of this Section.

(f) The Administrative Agent shall have received a certificate, dated the Third Restatement Effective Date and signed by the chief financial officer of Parent, as to the solvency of Parent and its Subsidiaries on a consolidated basis after giving effect to the Transactions to occur on the Third Restatement Effective Date, in substantially the form of Exhibit C hereto.

(g) (i) The Permitted HMA Transaction shall have been consummated, or substantially simultaneously with the initial borrowing under the Facilities, shall be consummated, in all material respects in accordance with the terms of the HMA Merger Agreement.

(ii) The Specified Merger Agreement Representations shall be true and correct. "***Specified Merger Agreement Representations***" means such of the representations made by, or with respect to, the Company and its subsidiaries in the HMA Merger Agreement as are material to the interests of the Lenders, but only to the extent that Parent (or its affiliates) have the right to terminate its (or their) obligations under the HMA Merger Agreement or to decline to consummate the Permitted HMA Transaction as a result of a breach of any one or more of such representations in the HMA Merger Agreement.

(h) Substantially simultaneously with the initial borrowing under the Facilities and the consummation of the Permitted HMA Transaction, (i) the HMA Refinancing shall have been consummated and (ii) all the Incremental Term Loans,

Non-Extended Term Loans, Extended Term Loans that are not converted to either 2021 Term D Loans or 2017 Term E Loans on the Third Restatement Effective Date, Revolving Loans and Swingline Loans (each as defined in the Existing Credit Agreement) outstanding on the Third Restatement Effective Date shall have been prepaid in full, together with all accrued and unpaid interest on the principal amount thereof to but excluding the Third Restatement Effective Date.

(i) Since July 29, 2013, there shall not have occurred any Company Material Adverse Effect.

"***Company Material Adverse Effect***" means any effect, change, event, circumstance or occurrence that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the business, results of operations, assets or financial condition of the Company and its Subsidiaries (as defined in the HMA Merger Agreement as in effect on July 29, 2013), taken as a whole; provided, however, that none of the following, and no effect, change, event, circumstance or occurrence arising out of, or resulting from, the following, shall constitute or be taken into account, individually or in the aggregate, in determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur: (A) changes generally affecting the economy, credit or financial or capital markets, in the United States or elsewhere in the world, including changes in interest or exchange rates; (B) changes generally affecting the industries in which the Company and its Subsidiaries operate; (C) changes or prospective changes in Applicable Law (as defined in the HMA Merger Agreement as in effect on July 29, 2013) or GAAP (as defined in the HMA Merger Agreement as in effect on July 29, 2013) or in accounting standards, or any changes or prospective changes in the interpretation or enforcement of any of the foregoing, or any changes or prospective changes in general legal, regulatory or political conditions; (D) changes caused by the negotiation, execution, announcement or performance of the HMA Merger Agreement (as in effect on July 29, 2013) or the consummation of the transactions contemplated thereby, or the identity of any party thereto, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, distributors, partners, employees or Governmental Entities (as defined in the HMA Merger Agreement as in effect on July 29, 2013), or any litigation arising from allegations of breach of fiduciary duty or violation of Applicable Law relating to the HMA Merger Agreement (as in effect on July 29, 2013) or the transactions contemplated thereby; (E) acts of war (whether or not declared), sabotage or terrorism, or any escalation or worsening of any such acts of war (whether or not declared), sabotage or terrorism; (F) volcanoes, tsunamis, pandemics, earthquakes, floods, storms, hurricanes, tornados or other natural disasters; (G) any action taken by the Company or its Subsidiaries that is required by the HMA Merger Agreement (as in effect on July 29, 2013) or with the prior written consent or at the direction of the Borrower in accordance with the HMA Merger Agreement (as in effect on July 29, 2013), or the failure to take any action by the Company or its Subsidiaries if that action is prohibited by the HMA Merger Agreement (as in effect on July 29, 2013); (H) changes or prospective

changes in the Company's credit ratings; (I) changes in the price or trading volume of the Company's Common Stock (as defined in the HMA Merger Agreement as in effect on July 29, 2013); or (J) any failure to meet any internal or public projections, forecasts, guidance, estimates, milestones, budgets or internal or published financial or operating predictions of revenue, earnings, cash flow or cash position (it being understood that the exceptions in clauses (H), (I) and (J) shall not prevent or otherwise affect a determination that the underlying cause of any such change or failure referred to therein (to the extent not otherwise falling within any of the exceptions provided by clauses (A) through (J) hereof) is, may be, contributed to or may contribute to, a Company Material Adverse Effect); provided further, however, that any effect, change, event or occurrence referred to in clauses (A), (B), (C), (E) or (F) may be taken into account in determining whether or not there has been or may be a Company Material Adverse Effect to the extent such effect, change, event, circumstance or occurrence has a material disproportionate adverse effect on the Company and its Subsidiaries, taken as a whole, as compared to other participants in the industries in which the Company and its Subsidiaries operate.

(j) The Security Documents (other than the Mortgage Amendments contemplated by Section 7(b) below and the new Mortgages contemplated by Section 7(c) below) shall be in full force and effect on the Third Restatement Effective Date, and, in the case of assets of Parent, the Borrower and the Subsidiary Guarantors that are not Company Subsidiary Guarantors, the Collateral Agent on behalf of the Secured Parties shall have a security interest in the Collateral of the type and priority described in each Security Document. All documents and instruments required to create and perfect the Collateral Agent's security interests in the Collateral (other than in any parcel of real property, the requirements in respect of which are set forth in Section 7(c)) held by the Company Subsidiary Guarantors shall have been executed and delivered and, if applicable, be in proper form for filing (or arrangements reasonably satisfactory to the Administrative Agent and the Collateral Agent shall have been made for the execution, delivery and filing of such documents and instruments substantially concurrently with the consummation of the Permitted HMA Transaction). Notwithstanding anything herein to the contrary, to the extent that any security interest in any Collateral that is not or cannot be provided and/or perfected on the Third Restatement Effective Date (other than the pledge and perfection of the security interests in the Pledged Collateral that constitutes certificated equity interests of HMA and, to the extent held by domestic subsidiaries of HMA that are required to become Loan Parties pursuant to Section 5.12 of the Third Restated Credit Agreement, each subsidiary of HMA and other assets pursuant to which a lien may be perfected solely by the filing of a financing statement under the Uniform Commercial Code (provided that, to the extent Parent has used commercially reasonable efforts to procure the delivery thereof prior to the Third Restatement Effective Date, certificated equity interests of HMA and its subsidiaries will only be required to be delivered on the Third Restatement Effective Date if such certificated equity interests are received from HMA)) after the Borrower's use of commercially reasonable efforts to do so or without undue burden or expense, then the provision and/or perfection of a security interest in such Collateral shall not constitute a condition to the Third Restatement Effective Date, but instead shall be required to be delivered after the Third Restatement Effective Date in accordance with Section 5.12 of the Third Restated Credit Agreement or, in the case of Collateral consisting of real property interests, Section 7 hereof.

(k) The Lead Arrangers shall have received a pro forma consolidated balance sheet and related pro forma consolidated statements of income of Parent and its subsidiaries (based on the financial statements of Parent and the Company referred to in paragraph (l) below) as of, and for the twelve-month period ending on, the last day of the most recently completed four fiscal quarter period ended at least 45 days prior to the Third Restatement Effective Date (or 90 days prior to the Third Restatement Effective Date in case such four fiscal quarter period is the end of Parent's fiscal year), prepared after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such statement of income).

(l) The Lead Arrangers shall have received (i) audited consolidated balance sheets of Parent and its consolidated subsidiaries and of the Company and its consolidated subsidiaries as at the end of, and related consolidated statements of income, changes in equity and cash flows of Parent and its consolidated subsidiaries and of the Company and its consolidated subsidiaries for, in each case, the three most recently completed fiscal years ended at least 90 days before the Third Restatement Effective Date and (ii) unaudited consolidated balance sheets of Parent and its consolidated subsidiaries and of the Company and its consolidated subsidiaries as at the end of, and related statements of income, changes in equity and cash flows of Parent and its consolidated subsidiaries and of the Company and its consolidated subsidiaries for, in each case, each subsequent fiscal quarter (other than the fourth fiscal quarter of any fiscal year) of Parent and its consolidated subsidiaries and of the Company and its consolidated subsidiaries ended after the last fiscal year for which financial statements were prepared pursuant to the preceding clause (i) and ended at least 45 days before the Third Restatement Effective Date; provided that the filing of the required financial statements on Form 10-K and Form 10-Q within such time periods by the Company and Parent will satisfy the requirements of this paragraph (l).

(m) The Administrative Agent and the Lead Arrangers shall have received at least three business days before the Third Restatement Effective Date all documentation and other information about the Borrower and the Guarantors that shall have been reasonably requested by the Administrative Agent or the Lead Arrangers in writing at least 10 Business Days prior to the Third Restatement Effective Date and that the Administrative Agent and the Lead Arrangers reasonably determine is required under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act, based on their reasonable interpretation of such rules and regulations.

(n) All fees agreed in writing and required to be paid on the Third Restatement Effective Date in connection with the Loans to be made on the date hereof and all reasonable out-of-pocket expenses required to be paid on the Third Restatement Effective Date, to the extent invoiced at least three business days prior to the Third Restatement Effective Date (or such shorter period agreed to by the Borrower), shall,

substantially concurrently with the making of such Loans, have been paid (which amounts may, at the option of the Borrower, be offset against the proceeds of such Loans).

(o) [reserved].

(p) The Administrative Agent shall have received payment from the Borrower, for the account of each Lender under the Existing Credit Agreement (other than any Lender that has, or is an Affiliate of a Person that has, a bookrunner, co-syndication agent, co-documentation agent or co-manager title in respect of this Amendment) that unconditionally transmits its executed counterpart of this Agreement to the Administrative Agent (or its counsel) on or prior to the Delivery Time, of an amendment fee in an amount equal to 0.15% of the aggregate principal amount of the outstanding Loans and unused Commitments of such Lender under the Third Restated Credit Agreement as of the Third Restatement Effective Date after giving effect to the HMA Refinancing. Such fees shall be payable in immediately available funds and, once paid, shall not be refundable in whole or in part.

(q) The Administrative Agent shall have received payment from the Borrower, for the account of each Extended Term Loan Lender, a fee in an amount equal to 0.25% of the aggregate principal amount of such Extended Term Loan Lender's Extended Term Loans that are converted into 2021 Term D Loans on the Third Restatement Effective Date. Such fees shall be payable in immediately available funds and, once paid, shall not be refundable in whole or in part.

The Administrative Agent shall notify the parties hereto of the Third Restatement Effective Date and such notice shall be conclusive and binding. Notwithstanding the foregoing, this Agreement shall not become effective unless each of the foregoing conditions is satisfied at or prior to 5:00 p.m. New York City time on February 28, 2014.

SECTION 6. Effect of this Agreement. (a) Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent, the Lenders or any other Secured Party under the Existing Credit Agreement, the Third Restated Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Third Restated Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or any other Loan Document in similar or different circumstances.

(b) On and after the Third Restatement Effective Date, each reference in the Third Restated Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import, and each reference to the "Credit Agreement" in any other Loan Document, shall be deemed a reference to the Third Restated Credit Agreement.

(c) This Agreement shall constitute a "Loan Document", a "Loan Modification Agreement" and a "Permitted Amendment" for all purposes of the Existing Credit Agreement, the Third Restated Credit Agreement and the other Loan Documents.

(d) On the Third Restatement Effective Date, the Borrower will be deemed to have given notice of (i) the prepayment in full on the Third Restatement Effective Date of the Incremental Term Loans, the Non-Extended Term Loans, the Extended Term Loans that are not converted to either 2021 Term D Loans or 2017 Term E Loans on the Third Restatement Effective Date and the Existing Revolving Facility Loans then outstanding and (ii) the termination of the Revolving Credit Commitments in effect on the Third Restatement Effective Date, in each case in accordance with this Agreement, and each of the Required Lenders under the Existing Credit Agreement, the Administrative Agent, the Collateral Agent, each Issuing Bank and the Swingline Lender waive any requirement for any other notice of such prepayment and termination.

SECTION 7. Reaffirmation. (a) Each of Parent, the Borrower and each of the Subsidiary Guarantors identified on the signature pages hereto (collectively, Parent, the Borrower and such Subsidiary Guarantors (other than the Company Subsidiary Guarantors), the "***Reaffirming Loan Parties***") hereby acknowledges that it expects to receive substantial direct and indirect benefits as a result of this Agreement and the transactions contemplated hereby. Each Reaffirming Loan Party hereby consents to this Agreement and the transactions contemplated hereby, and hereby confirms its respective guarantees (including in respect of the 2019 Term A Loans, the 2021 Term D Loans, the 2017 Term E Loans and the Replacement Revolving Credit Facility), pledges and grants of security interests, as applicable, under each of the Loan Documents to which it is party, and agrees that, notwithstanding the effectiveness of this Agreement and the transactions contemplated hereby, such guarantees, pledges and grants of security interests shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties (including in respect of the 2019 Term A Lenders, the 2021 Term D Lenders, the 2017 Term E Lenders and the Replacement Revolving Credit Facility Lenders). Each of the Reaffirming Loan Parties further agrees to take any action that may be required or that is reasonably requested by the Administrative Agent to effect the purposes of this Agreement, the transactions contemplated hereby or the Loan Documents and hereby reaffirms its obligations under each provision of each Loan Document to which it is party.

(b) Within 180 days after the Third Restatement Effective Date (or such later date as the Administrative Agent in its sole discretion may permit) the Borrower shall deliver, with respect to each Mortgage encumbering a Mortgaged Property, an amendment or an amendment and restatement thereof (each, a " ***Mortgage Amendment***"), setting forth such changes as are reasonably necessary to reflect that the lien securing the Obligations under the Third Restated Credit Agreement encumbers such Mortgaged Property and to further grant, preserve, protect, confirm and perfect the first-priority lien and security interest thereby created and perfected, and opinions by local counsel

reasonably acceptable to the Administrative Agent regarding the enforceability of each such Mortgage Amendment, together with modification and datedown endorsements to existing title policies to the extent available (or, to the extent not available, new title policies) and flood determinations and flood insurance as required by Regulation H, each of the foregoing being in all respects reasonably acceptable to the Administrative Agent.

(c) Within 180 days after the Third Restatement Effective Date (or such later date as the Administrative Agent in its sole discretion may permit) the Borrower shall deliver, with respect to each parcel of real property held by any Company Subsidiary Guarantor (other than those expressly exempt from the mortgage requirements pursuant to the antepenultimate sentence of Section 2.12 of the Third Restated Credit Agreement), a mortgage, deed of trust or other applicable instrument which shall create and perfect a first-priority lien and security interest on such parcel of real property securing the Obligations under the Third Restated Credit Agreement, together with opinions by local counsel reasonably acceptable to the Administrative Agent regarding the enforceability of each such Mortgage, together with title policies and flood determinations and flood insurance as required by Regulation H, each of the foregoing being in all respects reasonably acceptable to the Administrative Agent.

SECTION 8. [reserved]

SECTION 9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 10. No Novation. Neither this Agreement nor the effectiveness of the Third Restated Credit Agreement shall extinguish the obligations for the payment of money outstanding under the Existing Credit Agreement or discharge or release the Lien or priority of any Loan Document or any other security therefor or any guarantee thereof. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Existing Credit Agreement or instruments guaranteeing or securing the same, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement, the Third Restated Credit Agreement or any other document contemplated hereby or thereby shall be construed as a release or other discharge of the Borrower under the Existing Credit Agreement or any Loan Party under any other Loan Document from any of its obligations and liabilities thereunder. The Existing Credit Agreement and each of the other Loan Documents shall remain in full force and effect, until and except as modified hereby or thereby in connection herewith or therewith.

SECTION 11. Governing Law. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK;*provided, however*, that it is understood and agreed that (a) the interpretation of the definition of "Company Material Adverse Effect" (and

whether or not a Company Material Adverse Effect has occurred) and (b) the determination of whether the Permitted HMA Transaction has been consummated in accordance with the terms of the HMA Merger Agreement, in each case shall be governed by, and construed in accordance with, the laws of the state of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(b) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 12. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

[*Remainder of page intentionally left blank*]

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

CHS/COMMUNITY HEALTH SYSTEMS, INC.,

by /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary

COMMUNITY HEALTH SYSTEMS, INC.,

by /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary

**Subsidiary Guarantors**

ABILENE HOSPITAL, LLC

AFFINITY HOSPITAL, LLC

ABILENE MERGER, LLC

ANNA HOSPITAL CORPORATION

BERWICK HOSPITAL COMPANY, LLC

BIG BEND HOSPITAL CORPORATION

BIG SPRING HOSPITAL CORPORATION

BIRMINGHAM HOLDINGS II, LLC

BIRMINGHAM HOLDINGS, LLC

BLUEFIELD HOLDINGS, LLC

BLUEFIELD HOSPITAL COMPANY, LLC

BLUFFTON HEALTH SYSTEM LLC

BROWNSVILLE HOSPITAL CORPORATION

BROWNWOOD MEDICAL CENTER, LLC

BULLHEAD CITY HOSPITAL CORPORATION

BULLHEAD CITY HOSPITAL INVESTMENT CORPORATION

CARLSBAD MEDICAL CENTER, LLC

CENTRE HOSPITAL CORPORATION

CHHS HOLDINGS, LLC

CHS KENTUCKY HOLDINGS, LLC

CHS PENNSYLVANIA HOLDINGS, LLC

CHS VIRGINIA HOLDINGS, LLC

CHS WASHINGTON HOLDINGS, LLC

CLARKSVILLE HOLDINGS, LLC

CLEVELAND HOSPITAL CORPORATION

CLARKSVILLE HOLDINGS II, LLC

CLEVELAND TENNESSEE HOSPITAL COMPANY, LLC

AFFINITY HEALTH SYSTEMS, LLC

CLINTON HOSPITAL CORPORATION

COATESVILLE HOSPITAL CORPORATION

COLLEGE STATION MEDICAL CENTER, LLC

COLLEGE STATION MERGER, LLC

COMMUNITY GP CORP.

COMMUNITY HEALTH INVESTMENT COMPANY, LLC

COMMUNITY LP CORP.

CP HOSPITAL GP, LLC

CPLP, LLC

CRESTWOOD HOSPITAL, LLC

CRESTWOOD HOSPITAL LP, LLC

CSMC, LLC

CSRA HOLDINGS, LLC

DEACONESS HOLDINGS, LLC

DEACONESS HOSPITAL HOLDINGS, LLC

DEMING HOSPITAL CORPORATION

DESERT HOSPITAL HOLDINGS, LLC

DETAR HOSPITAL, LLC

DHFW HOLDINGS, LLC

DHSC, LLC

DUKES HEALTH SYSTEM, LLC

DYERSBURG HOSPITAL CORPORATION

NORTHWEST ARKANSAS HOSPITALS, LLC

YORK PENNSYLVANIA HOLDINGS, LLC

YORK PENNSYLVANIA HOSPITAL COMPANY, LLC

by /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary

EMPORIA HOSPITAL CORPORATION
EVANSTON HOSPITAL CORPORATION
FALLBROOK HOSPITAL CORPORATION
FOLEY HOSPITAL CORPORATION
FORREST CITY ARKANSAS HOSPITAL COMPANY, LLC
FORREST CITY HOSPITAL CORPORATION
FORT PAYNE HOSPITAL CORPORATION
FRANKFORT HEALTH PARTNER, INC.
FRANKLIN HOSPITAL CORPORATION
GADSDEN REGIONAL MEDICAL CENTER, LLC
GALESBURG HOSPITAL CORPORATION
GRANBURY HOSPITAL CORPORATION
GRANITE CITY HOSPITAL CORPORATION
GRANITE CITY ILLINOIS HOSPITAL COMPANY, LLC
GREENVILLE HOSPITAL CORPORATION
GRMC HOLDINGS, LLC
HALLMARK HEALTHCARE COMPANY, LLC
HOBBS MEDCO, LLC
HOSPITAL OF BARSTOW, INC.
HOSPITAL OF FULTON, INC.
HOSPITAL OF LOUISA, INC.
HOSPITAL OF MORRISTOWN, INC.
JACKSON HOSPITAL CORPORATION (KY)
JACKSON HOSPITAL CORPORATION (TN)
JOURDANTON HOSPITAL CORPORATION
KAY COUNTY HOSPITAL CORPORATION
KAY COUNTY OKLAHOMA HOSPITAL COMPANY, LLC
KIRKSVILLE HOSPITAL COMPANY, LLC
LAKEWAY HOSPITAL CORPORATION
LANCASTER HOSPITAL CORPORATION
LAS CRUCES MEDICAL CENTER, LLC
LEA REGIONAL HOSPITAL, LLC
LEXINGTON HOSPITAL CORPORATION
LONGVIEW MERGER, LLC
LRH, LLC
LUTHERAN HEALTH NETWORK OF INDIANA, LLC
MARION HOSPITAL CORPORATION
MARTIN HOSPITAL CORPORATION
MASSILLON COMMUNITY HEALTH SYSTEM LLC
MASSILLON HEALTH SYSTEM LLC
MASSILLON HOLDINGS, LLC
MCKENZIE TENNESSEE HOSPITAL COMPANY, LLC
MCNAIRY HOSPITAL CORPORATION
MCSA, L.L.C.
MEDICAL CENTER OF BROWNWOOD, LLC
MERGER LEGACY HOLDINGS, LLC
MMC OF NEVADA, LLC
MOBERLY HOSPITAL COMPANY, LLC
MWMC HOLDINGS, LLC
NANTICOKE HOSPITAL COMPANY, LLC

by /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary

NATIONAL HEALTHCARE OF LEESVILLE, INC.
NATIONAL HEALTHCARE OF MT. VERNON, INC.
NATIONAL HEALTHCARE OF NEWPORT, INC.
NAVARRO REGIONAL, LLC
NC-DSH, LLC
NORTHAMPTON HOSPITAL COMPANY, LLC
NORTHWEST HOSPITAL, LLC
NOV HOLDINGS, LLC
NRH, LLC
OAK HILL HOSPITAL CORPORATION
ORO VALLEY HOSPITAL, LLC
PALMER-WASILLA HEALTH SYSTEM, LLC
PAYSON HOSPITAL CORPORATION
PECKVILLE HOSPITAL COMPANY, LLC
PENNSYLVANIA HOSPITAL COMPANY, LLC
PHILLIPS HOSPITAL CORPORATION
PHOENIXVILLE HOSPITAL COMPANY, LLC
POTTSTOWN HOSPITAL COMPANY, LLC
QHG GEORGIA HOLDINGS II, LLC
QHG GEORGIA HOLDINGS, INC.
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 MASSILLON, INC.
QHG OF SOUTH CAROLINA, INC.
QHG OF SPARTANBURG, INC.
QHG OF SPRINGDALE, INC.
QHG OF WARSAW COMPANY, LLC
QUORUM HEALTH RESOURCES, LLC
RED BUD HOSPITAL CORPORATION
RED BUD ILLINOIS HOSPITAL COMPANY, LLC
REGIONAL HOSPITAL OF LONGVIEW, LLC
RIVER REGION MEDICAL CORPORATION
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
SAN MIGUEL HOSPITAL CORPORATION
SCRANTON HOLDINGS, LLC
SCRANTON HOSPITAL COMPANY, LLC
SCRANTON QUINCY HOLDINGS, LLC
SCRANTON QUINCY HOSPITAL COMPANY, LLC

by /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary

SHELBYVILLE HOSPITAL CORPORATION
SILOAM SPRINGS ARKANSAS HOSPITAL COMPANY, LLC
SILOAM SPRINGS HOLDINGS, LLC
SOUTHERN TEXAS MEDICAL CENTER, LLC
SPOKANE VALLEY WASHINGTON HOSPITAL COMPANY, LLC
SPOKANE WASHINGTON HOSPITAL COMPANY, LLC
TENNYSON HOLDINGS, LLC
TOMBALL TEXAS HOLDINGS, LLC
TOMBALL TEXAS HOSPITAL COMPANY, LLC
TOOELE HOSPITAL CORPORATION
TRIAD HEALTHCARE CORPORATION
TRIAD HOLDINGS III, LLC
TRIAD HOLDINGS IV, LLC
TRIAD HOLDINGS V, LLC
TRIAD NEVADA HOLDINGS, LLC
TRIAD OF ALABAMA, LLC
TRIAD OF OREGON, LLC
TRIAD-ARMC, LLC
TRIAD-EL DORADO, INC.
TRIAD-NAVARRO REGIONAL HOSPITAL SUBSIDIARY, LLC
TUNKHANNOCK HOSPITAL COMPANY, LLC
VHC MEDICAL, LLC
VICKSBURG HEALTHCARE, LLC
VICTORIA HOSPITAL, LLC
VIRGINIA HOSPITAL COMPANY, LLC
WARREN OHIO HOSPITAL COMPANY, LLC
WARREN OHIO REHAB HOSPITAL COMPANY, LLC
WATSONVILLE HOSPITAL CORPORATION
WAUKEGAN HOSPITAL CORPORATION
WAUKEGAN ILLINOIS 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
WILLIAMSTON HOSPITAL CORPORATION
WOMEN & CHILDREN'S HOSPITAL, LLC
WOODLAND HEIGHTS MEDICAL CENTER, LLC
WOODWARD HEALTH SYSTEM, LLC
YOUNGSTOWN OHIO HOSPITAL COMPANY, LLC
BLUE ISLAND HOSPITAL COMPANY, LLC
BLUE ISLAND ILLINOIS HOLDINGS, LLC
LONGVIEW CLINIC OPERATIONS COMPANY, LLC

by /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary

AMORY HMA, LLC
BARTOW HMA, LLC
BILOXI H.M.A., LLC
BRANDON HMA, LLC
BREVARD HMA HOLDINGS, LLC
BREVARD HMA HOSPITALS, LLC
CAMPBELL COUNTY HMA, LLC
CARLISLE HMA, LLC
CAROLINAS JV HOLDINGS GENERAL, LLC
CENTRAL FLORIDA HMA HOLDINGS, LLC
CENTRAL STATES HMA HOLDINGS, LLC
CHESTER HMA, LLC
CITRUS HMA, LLC
CLARKSDALE HMA, LLC
COCKE COUNTY HMA, LLC
FLORIDA HMA HOLDINGS, LLC
FORT SMITH HMA, LLC
HAMLET H.M.A., LLC
HEALTH MANAGEMENT ASSOCIATES, INC.
HEALTH MANAGEMENT GENERAL PARTNER, LLC
HMA FENTRESS COUNTY GENERAL HOSPITAL, LLC
HMA SANTA ROSA MEDICAL CENTER, LLC
HOSPITAL MANAGEMENT ASSOCIATES, LLC
JACKSON HMA, LLC
JEFFERSON COUNTY HMA, LLC
KENNETT HMA, LLC
KEY WEST HMA, LLC
KNOXVILLE HMA HOLDINGS, LLC
LEHIGH HMA, LLC
MADISON HMA, LLC
MELBOURNE HMA, LLC
MESQUITE HMA GENERAL, LLC
METRO KNOXVILLE HMA, LLC
MISSISSIPPI HMA HOLDINGS I, LLC
MISSISSIPPI HMA HOLDINGS II, LLC
MONROE HMA, LLC
NAPLES HMA, LLC
POPLAR BLUFF REGIONAL MEDICAL CENTER, LLC
PORT CHARLOTTE HMA, LLC
PUNTA GORDA HMA, LLC
RIVER OAKS HOSPITAL, LLC
ROCKLEDGE HMA, LLC
ROH, LLC
SEBASTIAN HOSPITAL, LLC
SEBRING HOSPITAL MANAGEMENT ASSOCIATES, LLC
SOUTHEAST HMA HOLDINGS, LLC
SOUTHWEST FLORIDA HMA HOLDINGS, LLC
STATESVILLE HMA, LLC
VAN BUREN H.M.A., LLC
VENICE HMA, LLC
WINDER HMA, LLC
YAKIMA HMA, LLC

by /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary

**CAROLINAS JV HOLDINGS, L.P.**

By: Carolinas JV Holdings General, 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

**LONE STAR HMA, L.P.**

By: Mesquite HMA General, LLC
Its: General Partner

by /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the General Partners of the Guarantors set forth on this page.

**BROWNWOOD HOSPITAL, L.P.**

By: Brownwood Medical Center, LLC
Its: General Partner

**COLLEGE STATION HOSPITAL, L.P.**

By: College Station Medical Center, LLC
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

**VICTORIA OF TEXAS, L.P.**

By: Detar Hospital, LLC
Its: General Partner

by /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary
Acting on behalf of each of the General Partners of the Guarantors set forth on this page.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, individually and as Administrative Agent, Collateral Agent and Issuing Bank,

by /s/ Robert Hetu
Name: Robert Hetu
Title: Authorized Signatory

by /s/ Ryan Long
Name: Ryan Long
Title: Authorized Signatory

EXHIBIT A

Form of Third Amended and Restated Credit Agreement

See Exhibit 10.2 to Community Health Systems, Inc.'s Form 8-K filed on January 27, 2014.

EXHIBIT B-1

Form of Kirkland & Ellis LLP Opinion

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, New York 10022

Judson A. Oswald

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(212) 446-4900

January 27, 2014

To the Agent
and each of the Lenders under the
Credit Agreement (referred to below)
on the date hereof:

Re: Third Amendment and Restatement Agreement dated as of January 27, 2014 (the "Amendment Agreement"), by and among CHS/Community Health Systems, Inc., a Delaware corporation (the "Borrower"), Community Health Systems, Inc., a Delaware corporation ("Parent"), the Subsidiary Guarantors listed on the signature pages thereto, the Lenders listed on the signature pages thereto and Credit Suisse AG, as the Administrative Agent and Collateral Agent for the Lenders (in such capacity, the "Agent"), amending and restating the Credit Agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010 and February 2, 2012 (the "Existing Credit Agreement"), among Parent, Borrower, Agent and the financial institutions from time to time party thereto (the "Lenders") (the Existing Credit Agreement, as so amended and restated by the Amendment Agreement, the "Credit Agreement")

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as counsel to and at the request of the Borrower, Parent and the parties identified as "Guarantors" on Schedule 1 hereto (each a "Guarantor" and collectively the "Guarantors") in respect of the Amendment Agreement. The Borrower, Parent and the Guarantors are collectively referred to herein as the "Credit Parties". References to the "Illinois Credit Parties" means each of the parties identified on Schedule 2 hereto. References to the "Delaware Credit Parties" means each of the parties identified on Schedule 3(a) hereto. References to the "New Delaware Credit Parties" means each of the Delaware Credit Parties identified on Schedule 3(b) hereto. References to the "Covered Credit Parties" means the Illinois Credit Parties and the Delaware Credit Parties.

The opinions expressed herein are being provided pursuant to Section 5(c)(i) of the Amendment Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (with references herein to the Credit Agreement and each document defined therein meaning the Credit Agreement and each such document as executed and delivered on the date hereof). The Lenders and the Agent are sometimes referred to in this opinion letter as "you".

To the Agent
and each of the Lenders under the
Credit Agreement



In connection with the preparation of this letter, we have, among other things, reviewed executed counterparts of:

(a) the Amendment Agreement;

(b) Supplement No. 22 to the Guarantee and Collateral Agreement;

(c) Trademark Security Agreement; and

(d) Patent Security Agreement.

We have also reviewed unfiled copies of UCC Form-1 Financing Statements naming each New Delaware Credit Party, as debtor, and the Agent, as secured party, copies of which are attached hereto on Exhibit 1 (the "Delaware Financing Statements") to be filed in the Uniform Commercial Code filing office of the Secretary of State of Delaware (the "Delaware UCC Filing Office").

References in this opinion letter to the "New York UCC" mean the Uniform Commercial Code as in effect on the date hereof in the State of New York. For purposes hereof, (a) the documents listed in items (a) through (d) above (each in the form reviewed by us for purposes of this opinion letter) are called the "Operative Documents" and (b) the documents listed in items (b) through (d) (each in the form reviewed by us for purposes of this opinion letter) are called the "Security Documents". Items (c) through (d) (each in the form reviewed by us for purposes of this opinion letter) are called the "IP Security Agreements". The term "Organizational Documents" whenever used in the letter means the certificate or articles of incorporation (or the equivalent thereof), as applicable, of each Credit Party, and the by-laws or limited liability company agreement (or the equivalent thereof), as applicable, of each Credit Party, as in effect on the date hereof.

Subject to the assumptions, qualifications, exclusions and other limitations which are identified in this opinion letter, we advise you, and with respect to each legal issue addressed in this opinion letter, it is our opinion, that:

1. Each of the Covered Credit Parties is a corporation, limited liability company or limited partnership, as applicable, existing and in good standing under the General Corporation Law of the State of Delaware (" DGCL"), Delaware Limited Liability Company Act ("DLLCA
or the Illinois Limited Liability Company

Act ("ILLCA"), as applicable. For purposes of this opinion, we have relied exclusively upon certificates issued by a governmental authority in the relevant jurisdiction, and such opinions are not intended to provide any conclusion or assurance beyond that conveyed by those certificates.

2. Each of the Covered Credit Parties has the corporate, limited liability company or limited partnership power, as applicable, to execute, deliver and perform its obligations under the Operative Documents to which it is a party and to perform its obligations under the Credit Agreement.

3. Each of the Covered Credit Parties has taken the corporate, limited liability company or limited partnership action, as applicable, necessary to authorize its execution, delivery and performance of the Operative Documents to which it is a party and its performance of the Credit Agreement.

4. Each Operative Document has been duly executed and delivered on behalf of each Covered Credit Party that is a party thereto.

5. Each of the Operative Documents and the Credit Agreement is a valid and binding obligation of each Credit Party that is a party thereto and is enforceable against such Credit Party in accordance with its terms.

6. The execution and delivery by any Covered Credit Party of the Operative Documents to which it is a party and the Credit Agreement, and the performance by any Credit Party of the Operative Documents to which it is a party, and the granting of any security interests pursuant to any Security Document to which it is a party, will not (i) constitute a violation of, with respect to any Covered Credit Party, the Organizational Documents of such Covered Credit Party, (ii) will not constitute a violation of any applicable provision of existing State of New York law or United States federal statutory law or published governmental regulation applicable to such Credit Party, in each case to the extent covered by this opinion letter, or by any Delaware Credit Party of any applicable provision of the DGCL, DLLCA or DRULPA, or by the Illinois Credit Parties of any applicable provision of the IBCA or the ILLCA, or (iii) result in a violation of, or result in the creation of any lien upon or security interest in any Credit Party's properties pursuant to the terms of, any agreement or instrument identified on Exhibit 2 attached hereto, *provided* that we express no opinion with respect to breaches, violations or defaults under any cross-default provision or with respect to any financial covenants or tests in any such agreement or instrument.

7. No consent, approval, authorization or order of, or filing with, any United States federal or New York governmental authority or body, or, with respect to the Delaware Credit Parties, any Delaware governmental agency or body acting pursuant to the DGCL, DLLCA or DRULPA, as applicable to such Delaware Credit Party, or , with respect to the Illinois Credit Parties, any Illinois governmental agency or body acting pursuant to the IBCA or ILLCA, as applicable to such Illinois Credit Party, is required in order for any Credit Party to obtain the right to the execute and deliver, or perform its obligations under, any Operative Document to which it is a party, or perform its obligations under the Credit Agreement, except for (i) those obtained or made prior to the date hereof, (ii) filings required for the perfection of security interests granted under the Security Documents or to release existing liens, (iii) consents, approvals, authorizations, orders or filings required in connection with the ordinary course of conduct by the Credit Parties of their respective businesses and ownership or operation by the Credit Parties of their respective assets in the ordinary course of business (as to which we express no opinion), (iv) those that may be required under federal securities laws and regulations or state "blue sky" laws and regulations (as to which we express no opinion) or any other laws, regulations or governmental requirements which are excluded from the coverage of this opinion letter and (v) consents, approvals, authorizations, orders or filings that may be required by any banking, insurance or other regulatory statutes to which you may be subject (as to which we express no opinion).

8. No Credit Party is an "investment company" required to be registered as such under the Investment Company Act of 1940, as amended, or the rules and regulations thereunder.

9. Solely with respect to each New Delaware Credit Party, Supplement No. 1 to the Guarantee and Collateral Agreement creates a valid security interest in favor of the Agent, for the benefit of the Secured Parties in the "Collateral" (as defined in the Guarantee and Collateral Agreement) of each New Delaware Credit Party which is a party thereto described therein in which a security interest may be created under Article 9 of the New York UCC (the "Code Collateral").

10. Upon the filing in the Delaware UCC Filing Office of the Delaware Financing Statements, together with the payment of all filing and recordation fees associated therewith, the Agent will have a perfected security interest (for the benefit of the Secured Parties) in that portion of the Code Collateral of the New Delaware Credit Parties in which a security interest can be perfected by the filing of a Uniform Commercial Code financing statement in the Delaware UCC Filing Office.

11. The execution and delivery of the Operative Documents will not, in and of themselves, result in the loss of perfection (if any) of any security interest in the Code Collateral of the Covered Credit Parties, other than Code Collateral of the New Delaware Credit Parties as provided in opinion paragraph 10, arising under Article 9 of the UCC to the extent that such security interest was and remained perfected under the Guarantee and Collateral Agreement and under Article 9 of the UCC immediately prior to such execution and delivery. For the avoidance of doubt, we express no opinion regarding (i) the creation, priority or enforcement of any such security interest, (ii) the effect on such priority of the execution and delivery of the Operative Documents, or (iii) except as expressly set forth in the preceding sentence, the perfection of any such security interest.

12. Upon delivery to the Agent for the benefit of the Secured Parties in the State of New York of the certificates of the New Delaware Credit Parties identified on Exhibit 3 attached hereto (the " Pledged Securities"), indorsed in blank or to the Agent by an effective indorsement, the Agent will have a perfected security interest (for the benefit of the Secured Parties) in the Pledged Securities under the New York UCC to the extent they are "securities" (as such term is defined in Section 8-102(a)(15) of the New York UCC). Assuming neither the Agent nor any Secured Party has notice of any adverse claim to the Pledged Securities, the Agent will acquire the security interest in the Pledged Securities for the benefit of the Secured Parties free of any adverse claim.

13. Upon (i) the timely filing and recordation of each IP Security Agreement in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, together with the payment of all filing and recordation fees associated therewith, and (ii) the taking of all actions required under the law of jurisdiction of organization of each New Delaware Credit Party party to an IP Security Agreement with respect to the perfection of a security interest in such intangible property, the Agent will have a perfected security interest (for the benefit of the Secured Parties) in the United States registered trademarks and applications therefor (but excluding any "intent to use" applications), patents and applications therefor and registered copyrights specifically identified in such IP Security Agreements executed by any New Delaware Credit Party.

14. Assuming application of the proceeds of the Loans as contemplated by the Amendment Agreement and, for purposes of Regulation X of the Board of Governors of the Federal Reserve System, no Lender or Agent is subject to Regulation T of the Board of Governors of the Federal Reserve System, the execution and delivery of the Amendment Agreement by the Borrower and the making of the Loans under the Amendment Agreement will not violate Regulation U or X of the Board of Governors of the Federal Reserve System.

To the Agent
and each of the Lenders under the
Credit Agreement

January 27, 2014
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With your consent, we have assumed for purposes of this letter and the opinions herein:

(a) that each document we have reviewed for purposes of this letter is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine, and that all natural persons who have signed any document have the legal capacity to do so;

(b) that each Operative Document and every other agreement we have examined for purposes of this letter has been duly authorized, executed and delivered by the parties thereto and constitutes a valid and binding obligation of each party to that document, enforceable against each such party in accordance with its respective terms and that each such party has satisfied all legal requirements that are applicable to such party to the extent necessary to entitle such party to enforce such agreement and that each party to any Operative Document is in good standing and duly incorporated or organized under the laws of its jurisdiction of organization (except that we make no such assumption in this paragraph (b) with respect to the Covered Credit Parties or, solely for the purposes of our opinions in paragraph 5, the Credit Parties);

(c) there are no agreements or understandings among the parties, written or oral (other than the Operative Documents), and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Operative Documents; and

(d) that the status of the Operative Documents as legally valid and binding obligations of the parties is not affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or make required registrations, declarations or filings with, governmental authorities, provided that we make no such assumption to the extent we have opined as to such matters with respect to the Credit Parties herein.

In addition, for purposes of this letter and the opinions herein we have also assumed with your consent: (i) each Credit Party has the requisite rights to any Collateral existing on the date hereof and will have the requisite rights to each item of Collateral arising after the date hereof, (ii) value (as defined in Section 1-201(44) of the New York UCC) has been given by you to the Credit Parties for the security interests and other rights in and assignments of Collateral described in or contemplated by the Operative Documents, (iii) any Pledged Securities issued by

an issuer not organized under the laws of one of the states of the United States are "certificated securities" within the meaning of Section 8-102(a)(4) of the New York UCC, (iv) all Deposit Accounts are "deposit accounts" within the meaning of Section 9-102(a)(29) of the New York UCC; (v) all Depositary Banks are "banks" within the meaning of Section 1-201(4) of the New York UCC; (vi) all Securities Intermediaries are "securities intermediaries" within the meaning of Section 8-102(a)(14) of the New York UCC, (vii) all Securities Accounts are "securities accounts" within the meaning of Section 8-501 of the New York UCC and (viii) all information regarding the secured party on the Delaware Financing Statements is accurate and complete in all respects.

In preparing this letter, we have relied without any independent verification upon: (i) information contained in certificates obtained from governmental authorities; (ii) factual information represented to be true in the Operative Documents; (iii) factual information provided to us in a support certificate signed by each of the Credit Parties; and (iv) factual information we have obtained from such other sources as we have deemed reasonable; and we have examined the originals or copies certified to our satisfaction, of such Organizational Documents and other corporate, limited liability, company and partnership records of the Credit Parties as we deem necessary for or relevant to our opinions. We have assumed without investigation that the information upon which we have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading.

The terms "knowledge," "actual knowledge" and "aware" whenever used in this letter with respect to our firm mean conscious awareness at the time this letter is delivered on the date it bears by the following Kirkland & Ellis LLP lawyers who are the only lawyers at Kirkland & Ellis LLP that have had significant involvement with the negotiation or preparation of the Operative Documents (herein called our "Designated Transaction Lawyers"): Ashley Gregory, Judson A. Oswald, Meredith Waters and Jonathan Manor.

Each opinion (an "enforceability opinion") in this letter that any particular contract is a valid and binding obligation, is enforceable in accordance with its terms or creates a security interest is subject to: (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and judicially developed doctrines in this area such as substantive consolidation and equitable subordination; (ii) the effect of general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity); (iii) an implied covenant of good faith and fair dealing; and (iv) other commonly recognized statutory and judicial constraints on enforceability including statutes of limitations. "General principles of equity" include but are not limited to: principles limiting the availability of specific performance and injunctive relief; principles which

limit the availability of a remedy under certain circumstances where another remedy has been elected; principles requiring reasonableness, good faith and fair dealing in the performance and enforcement of an agreement by the party seeking enforcement; principles which may permit a party to cure a material failure to perform its obligations; and principles affording equitable defenses such as waiver, laches and estoppel.

Each enforceability opinion is also subject to the qualification that certain provisions of the Operative Documents may not be enforceable in whole or in part, although the inclusion of such provisions does not render the Operative Documents invalid, and the Operative Documents and the law of the State of New York contain adequate remedial provisions for the practical realization of the rights and benefits afforded thereby.

Each enforceability opinion is further subject to the effect of rules of law that may render guaranties or other similar instruments or agreements unenforceable under circumstances where your actions, failures to act or waivers, amendments or replacement of the Operative Documents (i) so radically change the essential nature of the terms and conditions of the guaranteed obligations and the related transactions that, in effect, a new relationship has arisen between you and the Credit Parties which is substantially and materially different from that presently contemplated by the Operative Documents, (ii) release the primary obligor, or (iii) impair the guarantor's recourse against the primary obligor.

We also express no opinion regarding the enforceability any "fraudulent conveyance or fraudulent transfer savings clauses" and any similar provisions in any Operative Document, to the extent such provisions purport to limit the amount of the obligations of any party or the right to contribution of any other party with respect to such obligations.

We render no opinion regarding the validity, binding effect or enforceability of any Operative Document with respect to any Credit Party to the extent such Operative Document involves any obligation (including any guaranty) of such Credit Party with respect to any "swap" (as such term is defined in the Commodity Exchange Act) if such Credit Party is not an "eligible contract participant" (as such term is defined in the Commodity Exchange Act) at the time such obligation is incurred by such Credit Party.

We render no opinion with regard to usury or other laws limiting or regulating the maximum amount of interest that may be charged, collected, received or contracted for other than the internal laws of the State of New York, and without limiting the foregoing, we expressly disclaim any opinion as to the usury or other such laws of any other jurisdiction (including laws of other states made applicable through principles of Federal preemption or otherwise) which may be applicable to the transactions contemplated by the Operative Documents.

To the Agent
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Our opinions regarding the creation and perfection of security interests are subject to the effect of (i) the limitations on the existence and perfection of security interests in proceeds resulting from the operation of Section 9-315 of the New York UCC and (ii) certain provisions of the Bankruptcy Code, including Section 547 with respect to preferential transfers and Section 552 with respect to any Collateral acquired by a Credit Party subsequent to the commencement of a case under the Bankruptcy Code with respect to such Credit Party.

We express no opinion (i) as to the priority of any security interest, (ii) as to what law governs perfection of the security interests granted in the Collateral, except as provided in opinion paragraph 12 (iii) regarding the perfection of any security interest in money, letter of credit rights, Collateral of a type represented by a certificate of title, any property for which a federal statute or treaty provides for registration or specifies a place of filing different from that specified in Section 9-501 of any applicable Uniform Commercial Code, commercial tort claims, crops, farm products, timber to be cut, as-extracted collateral, or consumer goods and (iv) the effectiveness of any supergeneric description of the Collateral in any Security Document.

Nothing contained in this letter covers or otherwise addresses any of the following types of provisions which may be contained in the Operative Documents:

(i) provisions mandating contribution towards judgments or settlements among various parties;

(ii) waivers of benefits and rights to the extent they cannot be waived under applicable law;

(iii) provisions providing for penalties, liquidated damages, acceleration of future amounts due (other than principal) without appropriate discount to present value, late charges, prepayment charges, interest upon interest, or increased interest rates upon default;

(iv) provisions which might require indemnification or contribution in violation of general principles of equity or public policy, including, without limitation, indemnification or contribution obligations which arise out of the failure to comply with applicable state or federal securities laws;

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Credit Agreement



(v) agreements to submit to the jurisdiction of any particular court or other governmental authority (either as to personal or subject matter jurisdiction); provisions restricting access to courts; waiver of service of process requirements which would otherwise be applicable; waiver of the right to a jury trial and provisions otherwise purporting to affect the jurisdiction and venue of courts,

(vi) choice-of-law provisions, except to the extent such choice of law of New York law as the governing law is made in compliance with the statutory laws of the State of New York;

(vii) provisions regarding arbitration;

(viii) covenants not to compete;

(ix) provisions that authorize you to set off and apply any deposits at any time held, and any other indebtedness at any time owing, by you to or for the account of the Company, or

(x) requirements in the Operative Documents specifying that provisions thereof may only be waived in writing.

Except as expressly otherwise set forth in this letter, our advice on every legal issue addressed in this letter is based exclusively on the internal laws of the State of New York or the Federal law of the United States which, in each case, in our experience is generally applicable both to general business organizations which are not engaged in regulated business activities and to transactions of the type contemplated in the Operative Documents between the Credit Parties, on the one hand, and you, on the other hand (but without our having made any special investigation as to any other laws), except that we express no opinion or advice as to any law or legal issue (a) which might be violated by any misrepresentation or omission or a fraudulent act, or (b) to which any Credit Party may be subject as a result of your legal or regulatory status, your sale or transfer of the Loans or interests therein or your involvement in the transactions contemplated by the Operative Documents.

Our opinions in paragraphs 9 and 10 are limited to Article 9 of the New York UCC, or Article 9 of the Uniform Commercial Code as adopted in Delaware, as the case may be, and our opinions in paragraph 12 is limited to Articles 8 and 9 of the New York UCC.

For purposes of the opinions expressed in the paragraph 10 with respect to the New Delaware Credit Parties, we have reviewed the statutory provisions of the Uniform Commercial Code as adopted in Delaware, as set forth in the Commerce Clearing House, Inc. Secured Transactions Guide as supplemented through December 17, 2013 (the "Guide") and, with respect

to such New Delaware Credit Parties, our opinions in such paragraph 10 are based solely on such review and on the assumption that such statutory provisions are given the same interpretation and application in Delaware as the corresponding provisions of the New York Uniform Commercial Code are given in New York.

For purposes of paragraphs 1 through 4 and 6(i) our opinions are based on the DGCL, DLLCA or DRULPA as applicable (without regard to judicial interpretation thereof or rules or regulations promulgated thereunder), as published by Wolters Kluwer, as supplemented through January 2, 2014. We note however that we are not admitted to practice law in the State of Delaware, and without limiting the forgoing we expressly disclaim any opinions regarding Delaware contract law or general Delaware law that may be incorporated expressly or by operation of law into the DLLCA or DRULPA or into any Organizational Document entered into pursuant thereto.

None of the opinions or other advice contained in this letter considers or covers: (i) any federal or state securities (or "blue sky") laws or regulations (other than our opinion in paragraph 8 regarding the Investment Company Act) or Federal Reserve Board margin regulations or (ii) federal or state antitrust and unfair competition laws and regulations, pension and employee benefit laws and regulations, compliance with fiduciary duty requirements, federal and state environmental, land use and subdivision, tax, racketeering (e.g., RICO), health and safety (e.g., OSHA), and labor laws and regulations, federal and state laws, regulations and policies concerning national and local emergency, possible judicial deference to acts of sovereign states and criminal and civil forfeiture laws, and other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

We also express no opinion regarding any laws relating to terrorism or money laundering, including Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) (the "Terrorism Executive Order") or any related enabling legislation or any other similar executive order (collectively with the Terrorism Executive Order, the "Executive Orders"), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, the "Patriot Act"), any sanctions and regulations promulgated under authority granted by the Trading with the Enemy Act, 50 U.S.C. App. 1-44, as amended from time to time, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, as amended from time to time, the Iraqi Sanctions Act, Publ. L. No. 101-513; United Nations Participation Act, 22 U.S.C. § 287c, as amended from time to time, the International Security and Development Cooperation Act, 22 U.S.C. § 2349 aa-9, as amended from time to time, The Cuban Democracy Act, 22 U.S.C. §§ 6001-10, as amended from time to time, The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 2339b, as amended from time to time, and The Foreign Narcotics Kingpin Designation Act, Publ. L. No. 106-120, as amended from time to time.

To the Agent
and each of the Lenders under the
Credit Agreement



With respect to any Credit Party which is a limited liability company, our opinion regarding the enforceability of the Operative Documents under Illinois law is, as such is affected by usury laws, further subject to the assumption that a limited liability company is a "business association" as that term is used in Section 4(c) of the Illinois Interest Act, 815 ILCS 205 (the " IIA"). Under Section 4 of the IIA, 815 ILCS 205/4, the maximum lawful rate of interest on loans is 9% per annum, unless an exemption from that limit is available. The IIA sets forth a number of exemptions from the general limit, some based on the nature of the borrower, some based on the nature of the lender, and some based on the type of loan or transaction. The only exemption that appears to us to be available in this transaction is the general "business loan" exemption provided in Section 4(c) of the IIA, 815 ILCS 205/4(c), which allows in relevant part "any rate of interest or compensation with respect to . . . (c) . . . any business loan to a business association or copartnership . . . or to any limited partnership . . . ." That section proceeds to define "business" as a "commercial, agricultural or industrial enterprise which is carried on for the purpose of investment or profit . . . ." We note that a separate subsection of this statute, Section 4(a), provides a like exemption for "any loan made to a corporation."

The IIA is silent as to whether a limited liability company is included within the scope of "business association" for purposes of the "business loan" exemption, and we have found no Illinois cases under the IIA or otherwise addressing this issue. Moreover, given the broad language of the "business loan" exemption, the similarity of limited liability companies to corporations and limited partnerships, and the fact that limited liability companies have only recently become widely used in Illinois, we are not aware of any public policy of the State of Illinois that would lead us to conclude that limited liability companies should be excluded from the scope of "business associations" for purposes of IIA Section 4(c). In addition, we have located another Illinois statute, the Real Estate License Act of 1983, as amended, 225 ILCS 455/25, which refers in relevant part to "corporations, limited liability companies, partnerships, or other business associations," further supporting the conclusion that business associations include limited liability companies. While in the absence of legislative clarification or an Illinois Supreme Court decision we cannot offer any opinion on the point, we do believe that in a case properly presented an Illinois court properly applying Illinois law should conclude that a limited liability company is a "business association" within the meaning of Section 4(c) of the IIA.

We express no opinion as to what law might be applied by any other courts to resolve any issue addressed in this letter. We advise you that issues addressed by this letter may be governed in whole or in part by other laws, but we express no opinion as to whether any relevant difference exists between the laws upon which our opinions are based and any other laws which may actually govern.

To the Agent
and each of the Lenders under the
Credit Agreement



This opinion letter speaks as of the time of its delivery on the date it bears. We do not assume any obligation to provide you with any subsequent opinion or advice by reason of any fact about which our Designated Transaction Lawyers did not have actual knowledge at that time, by reason of any change subsequent to that time in any law covered by any of our opinions, or for any other reason.

You may rely upon this letter only for the purpose served by the provision in the Amendment Agreement cited in the second paragraph of this opinion letter in response to which it has been delivered. Without our written consent: (i) no person other than you may rely on this opinion letter for any purpose; (ii) this opinion letter may not be cited or quoted in any financial statement, prospectus, private placement memorandum or other similar document; (iii) this opinion letter may not be cited or quoted in any other document or communication which might encourage reliance upon this opinion letter by any person or for any purpose excluded by the restrictions in this paragraph; and (iv) copies of this opinion letter may not be furnished to anyone for purposes of encouraging such reliance. Notwithstanding the foregoing, financial institutions which subsequently become Lenders in accordance with the terms of Section 9.04 of the Credit Agreement may rely on this opinion letter as of the time of its delivery on the date hereof as if this letter were addressed to them.

Sincerely,

KIRKLAND & ELLIS LLP

**SCHEDULE 1**

Guarantors

1. Abilene Hospital, LLC
2. Abilene Merger, LLC
3. Affinity Health Systems, LLC
4. Affinity Hospital, LLC
5. Anna Hospital Corporation
6. Berwick Hospital Company, LLC
7. Big Bend Hospital Corporation
8. Big Spring Hospital Corporation
9. Birmingham Holdings, LLC
10. Birmingham Holdings II, LLC
11. Blue Island Hospital Company, LLC
12. Blue Island Illinois Holdings, LLC
13. Bluefield Holdings, LLC
14. Bluefield Hospital Company, LLC
15. Bluffton Health System LLC
16. Brownsville Hospital Corporation
17. Brownwood Hospital, L.P.
18. Brownwood Medical Center, LLC
19. Bullhead City Hospital Corporation
20. Bullhead City Hospital Investment Corporation
21. Carlsbad Medical Center, LLC
22. Centre Hospital Corporation
23. CHHS Holdings, LLC
24. CHS Kentucky Holdings, LLC
25. CHS Pennsylvania Holdings, LLC
26. CHS Virginia Holdings, LLC
27. CHS Washington Holdings, LLC
28. Clarksville Holdings, LLC
29. Clarksville Holdings II, LLC
30. Cleveland Hospital Corporation
31. Cleveland Tennessee Hospital Company, LLC
32. Clinton Hospital Corporation
33. Coatesville Hospital Corporation
34. College Station Hospital, L.P.
35. College Station Medical Center, LLC
36. College Station Merger, LLC
37. Community GP Corp.
38. Community Health Investment Company, LLC
39. Community LP Corp.
40. CP Hospital GP, LLC
41. CPLP, LLC

42. Crestwood Hospital LP, LLC
43. Crestwood Hospital, LLC
44. CSMC, LLC
45. CSRA Holdings, LLC
46. Deaconess Holdings, LLC
47. Deaconess Hospital Holdings, LLC
48. Deming Hospital Corporation
49. Desert Hospital Holdings, LLC
50. Detar Hospital, LLC
51. DHSC, LLC
52. DHFW Holdings, LLC
53. Dukes Health System, LLC
54. Dyersburg Hospital Corporation
55. Emporia Hospital Corporation
56. Evanston Hospital Corporation
57. Fallbrook Hospital Corporation
58. Foley Hospital Corporation
59. Forrest City Arkansas Hospital Company, LLC
60. Forrest City Hospital Corporation
61. Fort Payne Hospital Corporation
62. Frankfort Health Partner, Inc.
63. Franklin Hospital Corporation
64. Gadsden Regional Medical Center, LLC
65. Galesburg Hospital Corporation
66. Granbury Hospital Corporation
67. Granite City Hospital Corporation
68. Granite City Illinois Hospital Company, LLC
69. Greenville Hospital Corporation
70. GRMC Holdings, LLC
71. Hallmark Healthcare Company, LLC
72. Hobbs Medco, LLC
73. Hospital of Barstow, Inc.
74. Hospital of Fulton, Inc.
75. Hospital of Louisa, Inc.
76. Hospital of Morristown, Inc.
77. Jackson Hospital Corporation (KY)
78. Jackson Hospital Corporation (TN)
79. Jourdanton Hospital Corporation
80. Kay County Hospital Corporation
81. Kay County Oklahoma Hospital Company, LLC
82. Kirksville Hospital Company, LLC
83. Lakeway Hospital Corporation
84. Lancaster Hospital Corporation
85. Las Cruces Medical Center, LLC
86. Lea Regional Hospital, LLC
87. Lexington Hospital Corporation

88. Longview Clinic Operations Company, LLC
89. Longview Medical Center, L.P.
90. Longview Merger, LLC
91. LRH, LLC
92. Lutheran Health Network of Indiana, LLC
93. Marion Hospital Corporation
94. Martin Hospital Corporation
95. Massillon Community Health System LLC
96. Massillon Health System LLC
97. Massillon Holdings, LLC
98. McKenzie Tennessee Hospital Company, LLC
99. McNairy Hospital Corporation
100. MCSA, L.L.C.
101. Medical Center of Brownwood, LLC
102. Merger Legacy Holdings, LLC
103. MMC of Nevada, LLC
104. Moberly Hospital Company, LLC
105. MWMC Holdings, LLC
106. Nanticoke Hospital Company, LLC
107. National Healthcare of Leesville, Inc.
108. National Healthcare of Mt. Vernon, Inc.
109. National Healthcare of Newport, Inc.
110. Navarro Hospital, L.P.
111. Navarro Regional, LLC
112. NC-DSH, LLC
113. Northampton Hospital Company, LLC
114. Northwest Hospital, LLC
115. Northwest Arkansas Hospitals, LLC
116. NOV Holdings, LLC
117. NRH, LLC
118. Oak Hill Hospital Corporation
119. Oro Valley Hospital, LLC
120. Palmer-Wasilla Health System, LLC
121. Payson Hospital Corporation
122. Peckville Hospital Company, LLC
123. Pennsylvania Hospital Company, LLC
124. Phillips Hospital Corporation
125. Phoenixville Hospital Company, LLC
126. Pottstown Hospital Company, LLC
127. QHG Georgia Holdings, Inc.
128. QHG Georgia Holdings II, LLC
129. QHG Georgia, LP
130. QHG of Bluffton Company, LLC
131. QHG of Clinton County, Inc.
132. QHG of Enterprise, Inc.
133. QHG of Forrest County, Inc.

134. QHG of Fort Wayne Company, LLC
135. QHG of Hattiesburg, Inc.
136. QHG of Massillon, Inc.
137. QHG of South Carolina, Inc.
138. QHG of Spartanburg, Inc.
139. QHG of Springdale, Inc.
140. QHG of Warsaw Company, LLC
141. Quorum Health Resources, LLC
142. Red Bud Hospital Corporation
143. Red Bud Illinois Hospital Company, LLC
144. Regional Hospital of Longview, LLC
145. River Region Medical Corporation
146. Roswell Hospital Corporation
147. Ruston Hospital Corporation
148. Ruston Louisiana Hospital Company, LLC
149. SACMC, LLC
150. Salem Hospital Corporation
151. San Angelo Community Medical Center, LLC
152. San Angelo Medical, LLC
153. San Miguel Hospital Corporation
154. Scranton Holdings, LLC
155. Scranton Hospital Company, LLC
156. Scranton Quincy Holdings, LLC
157. Scranton Quincy Hospital Company, LLC
158. Shelbyville Hospital Corporation
159. Siloam Springs Arkansas Hospital Company, LLC
160. Siloam Springs Holdings, LLC
161. Southern Texas Medical Center, LLC
162. Spokane Valley Washington Hospital Company, LLC
163. Spokane Washington Hospital Company, LLC
164. Tennyson Holdings, LLC
165. Tooele Hospital Corporation
166. Tomball Texas Holdings, LLC
167. Tomball Texas Hospital Company, LLC
168. Triad Healthcare Corporation
169. Triad Holdings III, LLC
170. Triad Holdings IV, LLC
171. Triad Holdings V, LLC
172. Triad Nevada Holdings, LLC
173. Triad of Alabama, LLC
174. Triad of Oregon, LLC
175. Triad-ARMC, LLC
176. Triad-El Dorado, Inc.
177. Triad-Navarro Regional Hospital Subsidiary, LLC
178. Tunkhannock Hospital Company, LLC
179. VHC Medical, LLC

180. Vicksburg Healthcare, LLC
181. Victoria Hospital, LLC
182. Victoria of Texas, L.P.
183. Virginia Hospital Company, LLC
184. Warren Ohio Hospital Company, LLC
185. Warren Ohio Rehab Hospital Company, LLC
186. Watsonville Hospital Corporation
187. Waukegan Hospital Corporation
188. Waukegan Illinois Hospital Company, LLC
189. Weatherford Hospital Corporation
190. Weatherford Texas Hospital Company, LLC
191. Webb Hospital Corporation
192. Webb Hospital Holdings, LLC
193. Wesley Health System LLC
194. West Grove Hospital Company, LLC
195. WHMC, LLC
196. Wilkes-Barre Behavioral Hospital Company, LLC
197. Wilkes-Barre Holdings, LLC
198. Wilkes-Barre Hospital Company, LLC
199. Williamston Hospital Corporation
200. Women & Children's Hospital, LLC
201. Woodland Heights Medical Center, LLC
202. Woodward Health System, LLC
203. York Pennsylvania Holdings, LLC
204. York Pennsylvania Hospital Company, LLC
205. Youngstown Ohio Hospital Company, LLC
206. Amory HMA, LLC
207. Bartow HMA, LLC
208. Biloxi H.M.A., LLC
209. Brandon HMA, LLC
210. Brevard HMA Holdings, LLC
211. Brevard HMA Hospitals, LLC
212. Campbell County HMA, LLC
213. Carlisle HMA, LLC
214. Carolinas JV Holdings General, LLC
215. Carolinas JV Holdings, L.P.
216. Central Florida HMA Holdings, LLC
217. Central States HMA Holdings, LLC
218. Chester HMA, LLC
219. Citrus HMA, LLC
220. Clarksdale HMA, LLC
221. Cocke County HMA, LLC
222. Florida HMA Holdings, LLC
223. Fort Smith HMA, LLC
224. Hamlet H.M.A., LLC
225. Health Management Associates, Inc.

226. Health Management Associates, LP
227. Health Management General Partner, LLC
228. HMA Fentress County General Hospital, LLC
229. HMA Hospitals Holdings, LP
230. HMA Santa Rosa Medical Center, LLC
231. Hospital Management Associates, LLC
232. Jackson HMA, LLC
233. Jefferson County HMA, LLC
234. Kennett HMA, LLC
235. Key West HMA, LLC
236. Knoxville HMA Holdings, LLC
237. Lehigh HMA, LLC
238. Lone Star HMA, L.P.
239. Madison HMA, LLC
240. Melbourne HMA, LLC
241. Mesquite HMA General, LLC
242. Metro Knoxville HMA, LLC
243. Mississippi HMA Holdings I, LLC
244. Mississippi HMA Holdings II, LLC
245. Monroe HMA, LLC
246. Naples HMA, LLC
247. Poplar Bluff Regional Medical Center, LLC
248. Port Charlotte HMA, LLC
249. Punta Gorda HMA, LLC
250. River Oaks Hospital, LLC
251. Rockledge HMA, LLC
252. ROH, LLC
253. Sebastian Hospital, LLC
254. Sebring Hospital Management Associates, LLC
255. Southeast HMA Holdings, LLC
256. Southwest Florida HMA Holdings, LLC
257. Statesville HMA, LLC
258. VAN BUREN H.M.A., LLC
259. Venice HMA, LLC
260. Winder HMA, LLC
261. Yakima HMA, LLC

**SCHEDULE 2**

Illinois Credit Parties

1. Woodland Heights Medical Center, LLC
2. Woodward Health System, LLC
3. Youngstown Ohio Hospital Company, LLC
4. Anna Hospital Corporation
5. Galesburg Hospital Corporation
6. Granite City Hospital Corporation
7. Granite City Illinois Hospital Company, LLC
8. Marion Hospital Corporation
9. Red Bud Hospital Corporation
10. Red Bud Illinois Hospital Company, LLC
11. Waukegan Hospital Corporation
12. Waukegan Illinois Hospital Company, LLC

**SCHEDULE 3(a)**

Delaware Credit Parties

1. Abilene Merger, LLC
2. Arizona DH, LLC
3. Berwick Hospital Company, LLC
4. BH Trans Company, LLC
5. Birmingham Holdings II, LLC
6. Birmingham Holdings, LLC
7. Bluefield Holdings, LLC
8. Bluefield Hospital Company, LLC
9. Bluffton Health System, LLC
10. Brownwood Hospital, L.P.
11. Brownwood Medical Center, LLC
12. Carlsbad Medical Center, LLC
13. CHHS Holdings, LLC
14. CHS Kentucky Holdings, LLC
15. CHS Pennsylvania Holdings, LLC
16. CHS Virginia Holdings, LLC
17. CHS Washington Holdings, LLC
18. CHS/Community Health Systems, Inc.
19. Claremore Regional Hospital, LLC
20. Clarksville Holdings, LLC
21. Cleveland Regional Medical Center, L.P.
22. Cleveland Tennessee Hospital Company, LLC
23. College Station Hospital, L.P.
24. College Station Medical Center, LLC
25. College Station Merger, LLC
26. Community GP Corp.
27. Community Health Investment Company, LLC
28. Community Health Systems, Inc.
29. Community LP Corp.
30. CP Hospital GP, LLC
31. CPLP, LLC
32. Crestwood Hospital LP, LLC
33. Crestwood Hospital, LLC
34. CSMC, LLC
35. CSRA Holdings, LLC
36. Deaconess Holdings, LLC
37. Deaconess Hospital Holdings, LLC
38. Desert Hospital Holdings, LLC
39. Detar Hospital, LLC
40. DHFW Holdings, LLC
41. DHSC, LLC

42. Dukes Health System, LLC
43. Fallbrook Hospital Corporation
44. Gadsden Regional Medical Center, LLC
45. GRMC Holdings, LLC
46. Hallmark Healthcare Company, LLC
47. Hobbs Medco, LLC
48. Hospital of Barstow, Inc.
49. Kirksville Hospital Company, LLC
50. Lancaster Hospital Corporation
51. Las Cruces Medical Center, LLC
52. Lea Regional Hospital, LLC
53. Longview Merger, LLC
54. LRH, LLC
55. Lutheran Health Network of Indiana, LLC
56. Massillon Community Health System LLC
57. Massillon Health System LLC
58. Massillon Holdings, LLC
59. McKenzie Tennessee Hospital Company, LLC
60. Medical Center of Brownwood, LLC
61. Merger Legacy Holdings, LLC
62. MMC of Nevada, LLC
63. Moberly Hospital Company, LLC
64. MWMC Holdings, LLC
65. National Healthcare of Leesville, Inc.
66. National Healthcare of Mt. Vernon, Inc.
67. National Healthcare of Newport, Inc.
68. Navarro Hospital, L.P.
69. Navarro Regional, LLC
70. Northampton Hospital Company, LLC
71. Northwest Hospital, LLC
72. NOV Holdings, LLC
73. NRH, LLC
74. Oro Valley Hospital, LLC
75. Palmer-Wasilla Health System, LLC
76. Pennsylvania Hospital Company, LLC
77. Phoenixville Hospital Company, LLC
78. Pottstown Hospital Company, LLC
79. QHG Georgia Holdings II, LLC
80. QHG of Bluffton Company, LLC
81. QHG of Fort Wayne Company, LLC
82. QHG of Warsaw Company, LLC
83. Quorum Health Resources, LLC
84. Regional Hospital of Longview, LLC
85. Ruston Hospital Corporation
86. Ruston Louisiana Hospital Company, LLC
87. SACMC, LLC

88. San Angelo Community Medical Center, LLC
89. San Angelo Medical, LLC
90. Siloam Springs Arkansas Hospital Company, LLC
91. Siloam Springs Holdings, LLC
92. Southern Texas Medical Center, LLC
93. Spokane Valley Washington Hospital Company, LLC
94. Spokane Washington Hospital Company, LLC
95. Tennyson Holdings, LLC
96. Triad Healthcare Corporation
97. Triad Holdings III, LLC
98. Triad Holdings IV, LLC
99. Triad Holdings V, LLC
100. Triad Nevada Holdings, LLC
101. Triad of Alabama, LLC
102. Triad of Oregon, LLC
103. Triad-ARMC, LLC
104. Triad-Denton Hospital GP, LLC
105. Triad-Denton Hospital, L.P.
106. Triad-Navarro Regional Hospital Subsidiary, LLC
107. VHC Medical, LLC
108. Vicksburg Healthcare, LLC
109. Victoria Hospital, LLC
110. Victoria of Texas, L.P.
111. Warren Ohio Hospital Company, LLC
112. Warren Ohio Rehab Hospital Company, LLC
113. Watsonville Hospital Corporation
114. Webb Hospital Corporation
115. Webb Hospital Holdings, LLC
116. Wesley Health System, LLC
117. West Grove Hospital Company, LLC
118. WHMC, LLC
119. Wilkes-Barre Behavioral Hospital Company., LLC
120. Wilkes-Barre Holdings, LLC
121. Wilkes-Barre Hospital Company, LLC
122. Women & Children's Hospital, LLC
123. Woodland Heights Medical Center, LLC
124. Woodward Health System, LLC
125. Youngstown Ohio Hospital Company, LLC
126. Anna Hospital Corporation
127. Galesburg Hospital Corporation
128. Granite City Hospital Corporation
129. Granite City Illinois Hospital Company, LLC
130. Marion Hospital Corporation
131. Red Bud Hospital Corporation
132. Red Bud Illinois Hospital Company, LLC
133. Waukegan Hospital Corporation

134. Waukegan Illinois Hospital Company, LLC
135. Carolinas JV Holdings, L.P.
136. Carolinas JV Holdings General, LLC
137. Central Florida HMA Holdings, LLC
138. Central States HMA Holdings, LLC
139. Florida HMA Holdings, LLC
140. Health Management Associates, Inc.
141. Health Management General Partner, LLC
142. Health Management Associates, LP
143. HMA Hospitals Holdings, LP
144. Lone Star HMA, L.P.
145. Mesquite HMA General, LLC
146. Mississippi HMA Holdings I, LLC
147. Mississippi HMA Holdings II, LLC
148. Southeast HMA Holdings, LLC
149. Southwest Florida HMA Holdings, LLC

**SCHEDULE 3(b)**

New Delaware Credit Parties

1. Carolinas JV Holdings, L.P.
2. Carolinas JV Holdings General, LLC
3. Central Florida HMA Holdings, LLC
4. Central States HMA Holdings, LLC
5. Florida HMA Holdings, LLC
6. Health Management Associates, Inc.
7. Health Management General Partner, LLC
8. Health Management Associates, LP
9. HMA Hospitals Holdings, LP
10. Lone Star HMA, L.P.
11. Mesquite HMA General, LLC
12. Mississippi HMA Holdings I, LLC
13. Mississippi HMA Holdings II, LLC
14. Southeast HMA Holdings, LLC
15. Southwest Florida HMA Holdings, LLC

**EXHIBIT 1**

UCC Financing Statements

Attached.

**EXHIBIT 2**

Contracts

1. Indenture dated as of January 27, 2014 among FWCT-2 Escrow Corporation and Regions Bank, an Alabama banking corporation, as Trustee, relating to the sale by FWCT-2 Escrow Corporation of $1,000,000,000 Senior Secured Notes due 2021.

2. Indenture dated as of January 27, 2014 among FWCT-2 Escrow Corporation and Regions Bank, an Alabama banking corporation, as Trustee, relating to the sale by FWCT-2 Escrow Corporation of $3,000,000,000 Senior Notes due 2022.

3. Indenture dated as of August 17, 2012 among Parent, Borrower, the subsidiary grantors from time to time party thereto, Credit Suisse AG, as collateral agent and Trustee, relating to the sale by Borrower of $1,600,000,000 Senior Secured Notes due 2018.

4. Indenture dated as of November 22, 2011 among Borrower, the guarantor party thereto and Regions Bank, Alabama banking corporation, as Trustee, relating to the sale by Borrower of $2,000,000,000 Senior Notes due 2019.

5. Indenture dated as of July 17, 2012 among Borrower, the guarantor party thereto and U.S. Bank National Association, as Trustee, relating to the sale by Borrower of $1,200,000,000 Senior Notes due 2020.

**EXHIBIT 3**

Pledged Securities

| Issuer | State | Owner | % of Equity Interest | Number and Class of Equity Interest | Certificate Number |
|---|---|---|---|---|---|
| Health Management Associates, Inc. | Delaware | CHS/Community Health Services, Inc. | 100% | 1,000 shares common stock | 1 |

EXHIBIT B-2

Form of Opinion of General Counsel of Parent

January 27, 2014

The Lenders and the Agent Referred to Below
c/o Credit Suisse AG
as Administrative Agent, Collateral Agent and
Issuing Bank
Eleven Madison Avenue
New York, New York 10010

RE: Third Amendment and Restatement Agreement, dated as of January 27, 2014

Ladies and Gentlemen:

I am Executive Vice President, Secretary and General Counsel of CHS/Community Health Systems, Inc., a Delaware corporation (the "Borrower"), and have acted as Counsel for the Borrower, Community Health Systems, Inc. (" Parent") and each of the Subsidiaries listed on the Schedule of Guarantors attached hereto as Schedule A (each a "Guarantor" and, collectively, the "Guarantors", and together with the Borrower and Parent, the "Credit Parties") in connection with the Third Amendment and Restatement Agreement, dated as of even date herewith (the " Amendment Agreement"), among Parent, the Borrower, the Guarantors, and Credit Suisse AG, as Administrative Agent and Collateral Agent (the " Agent"), and the Lenders listed on the signature pages thereto, which Amendment Agreement amends and restates the Credit Agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010 and as of February 2, 2012 (the " Existing Credit Agreement"), among Parent, the Borrower, Agent, and the Lenders party thereto (the Existing Credit Agreement, as amended and restated by the Amendment Agreement, the " Amended and Restated Credit Agreement").

This opinion is delivered to you pursuant to subsection Section 5(c)(ii) of the Amendment Agreement. All capitalized terms used herein that are defined in, or by reference in, the Amended and Restated Credit Agreement have the meanings assigned to such terms therein, or by reference therein, unless otherwise defined herein. With your permission, all assumptions and statements of reliance herein have been made without any independent investigation or verification on my part except to the extent otherwise expressly stated, and I express no opinion with respect to the subject matter or accuracy of such assumptions or items relied upon.

In connection with this opinion, I have (i) investigated such questions of law, (ii) examined originals or certified, conformed or reproduction copies of such agreements, instruments, documents, and records of the Credit Parties, such certificates of public officials and such other documents, and (iii) received such information from officers and representatives of the Credit Parties, as I have deemed necessary or appropriate for the purposes of this opinion. I have examined, among other documents, the following (in each case dated as of the date of the Amendment Agreement):

(a) an executed copy of the Amendment Agreement; and

(b) a copy of the Amended and Restated Credit Agreement.

The documents referred to in items (a) and (b) above, inclusive, are referred to herein as the " Transaction Documents".

In all such examinations, I have assumed the legal capacity of all natural persons executing documents, the genuineness of all signatures on original or certified, conformed or reproduction copies of

documents of all parties (other than with respect to the Credit Parties to the extent signed in my presence), the authenticity of original and certified documents and the conformity to original or certified documents of all copies submitted to me as conformed or reproduction copies. As to various questions of fact relevant to the opinions expressed herein, I have relied upon, and assume the accuracy of, certificates and oral or written statements and other information of or from public officials and others, and assume compliance on the part of all parties to the Transaction Documents with their covenants and agreements contained therein.

With respect to the opinions expressed in clauses (ii) and (iv) of paragraph (b) below, my opinions are limited (x) to my actual knowledge of the respective business activities and properties of the Credit Parties in respect of such matters and without any independent investigation or verification on my part and (y) to my review of only those laws and regulations that, in my experience, are normally applicable to transactions of the type contemplated by the Transaction Documents.

To the extent it may be relevant to the opinions expressed herein, I have assumed that the parties to the Transaction Documents, other than Parent, the Borrower and the Guarantors, have the corporate power to enter into and perform such documents and that (except as set forth in paragraph (b) below) such documents have been duly authorized, executed and delivered by, and constitute legal, valid and binding obligations of, such parties.

Based upon the foregoing, and subject to the limitations, qualifications and assumptions set forth therein, I am of the opinion that:

(a) Each Guarantor is a corporation, limited liability company, or limited partnership validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all power and authority necessary to execute, deliver and perform its obligations under the Transaction Documents.

(b) The execution and delivery by each Credit Party of the Amendment Agreement and the performance by each Credit Party of its respective obligations under each of the Transaction Documents and the borrowings by the Borrower and the grant by each Credit Party of the security interests pursuant to the Transaction Documents to which it is a party (i) have been authorized, in the case of each Guarantor, by all necessary action by such Guarantor, (ii) do not require under present law any filing or registration by any Credit Party with, or approval or consent to any Credit Party of, any governmental agency or authority of the State of Tennessee that has not been made or obtained, except those required in the ordinary course of business in connection with the future performance, if any, by each Credit Party of its respective obligations under certain covenants contained in the Transaction Documents to which it is a party or pursuant to securities or other laws that may be applicable to the disposition of any collateral subject thereto, (iii) do not contravene any provision of the certificate of incorporation or bylaws or similar organizational document of any Guarantor, (iv) do not violate any present law, or present regulation of any governmental agency or authority, of the State of Tennessee known by me to be applicable to any Credit Party or their respective properties, (v) breach or cause a default under any agreement or violate any court decree or order binding upon such Credit Party or its property (this opinion being limited (x) to those agreements, decrees or orders that have been filed as exhibits (or are incorporated by reference as exhibits) to the Form 10-K of Parent for the year ended December 31, 2012 and (y) in that I express, no opinion with respect to any breach, default or violation not readily ascertainable from the face of any such agreement, decree or order, or arising under or based upon any cross default provision insofar as it relates to a default under an agreement not so identified to

me, or arising under or based upon any covenant of a financial or numerical nature or requiring computation), and (vi) will not result in or require the creation or imposition of any Lien upon any properties of a Credit Party pursuant to the provisions of any agreement (this opinion being limited to those agreements that have been filed as exhibits (or are incorporated by reference as exhibits) to the Form 10-K of Parent for the year ended December 31, 2012.

(c) The Amendment Agreement has been duly executed and delivered on behalf of each Guarantor that is a party thereto.

To my actual knowledge, I am not aware of any pending legal proceeding before, or pending investigation by, any court or administrative agency or authority, or any arbitration tribunal, against or directly affecting the Credit Parties, or any of their respective properties, which seeks to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief in connection with or which would adversely affect the legality, validity or enforceability of, any of the Transaction Documents or the transactions contemplated thereby.

I have issued certain limited opinions above as to the corporate, limited liability company, or limited partnership organization, existence, good standing and authority of the Guarantors under the law of their respective states of organization. I do not purport to be an expert in matters of law of jurisdictions other than the State of Tennessee and the federal law of the United States of America, and have issued my opinions based solely upon my review of the corporate record of each Guarantor.

The opinions set forth above are subject to the following qualifications and limitations:

(a) I express no opinion regarding the application of federal or state securities laws to the transactions contemplated in the Transaction Documents;

(b) I express no opinion regarding (i) the effect of fraudulent conveyance, fraudulent transfer and other similar laws relating to or affecting the rights of creditors and (ii) restrictions relating to capital adequacy that may be applicable to any Guarantor to the extent any Transaction Document may be deemed a dividend or distribution; and

(c) to the extent that section 8.31 of the Revised Model Business Corporation Act (as adopted in any state in which a Credit Party is incorporated) or other corporation law analogous thereto may apply, I have assumed the transactions described in the Transaction Documents are fair to the Credit Parties.

I am qualified to practice law in the State of Tennessee, and I am no expert in and express no opinions as to the laws of other jurisdictions other than to the federal laws of the United States of America and the laws of the State of Tennessee, as currently in effect. I assume no obligation to supplement this opinion if any applicable laws change after the date hereof or if I become aware of any facts that might change the opinions expressed herein after the date hereof.

[Remainder of page intentionally left blank.]

The opinions expressed herein are solely for the benefit of the Lenders and the Agent and may not be relied on in any manner or for any purpose by any other person or entity.

Very truly yours,

Rachel A. Seifert
Executive Vice President, Secretary and
General Counsel

**Schedule A**
**Schedule of Guarantors**

1. Abilene Hospital, LLC
2. Abilene Merger, LLC
3. Affinity Health Systems, LLC
4. Affinity Hospital, LLC
5. Anna Hospital Corporation
6. Berwick Hospital Company, LLC
7. Big Bend Hospital Corporation
8. Big Spring Hospital Corporation
9. Birmingham Holdings, LLC
10. Birmingham Holdings II, LLC
11. Blue Island Hospital Company, LLC
12. Blue Island Illinois Holdings, LLC
13. Bluefield Holdings, LLC
14. Bluefield Hospital Company, LLC
15. Bluffton Health System LLC
16. Brownsville Hospital Corporation
17. Brownwood Hospital, L.P.
18. Brownwood Medical Center, LLC
19. Bullhead City Hospital Corporation
20. Bullhead City Hospital Investment Corporation
21. Carlsbad Medical Center, LLC
22. Centre Hospital Corporation
23. CHHS Holdings, LLC
24. CHS Kentucky Holdings, LLC
25. CHS Pennsylvania Holdings, LLC
26. CHS Virginia Holdings, LLC
27. CHS Washington Holdings, LLC
28. Clarksville Holdings, LLC
29. Clarksville Holdings II, LLC
30. Cleveland Hospital Corporation
31. Cleveland Tennessee Hospital Company, LLC
32. Clinton Hospital Corporation
33. Coatesville Hospital Corporation
34. College Station Hospital, L.P.
35. College Station Medical Center, LLC
36. College Station Merger, LLC
37. Community GP Corp.
38. Community Health Investment Company, LLC
39. Community LP Corp.
40. CP Hospital GP, LLC
41. CPLP, LLC
42. Crestwood Hospital LP, LLC

43. Crestwood Hospital, LLC
44. CSMC, LLC
45. CSRA Holdings, LLC
46. Deaconess Holdings, LLC
47. Deaconess Hospital Holdings, LLC
48. Deming Hospital Corporation
49. Desert Hospital Holdings, LLC
50. Detar Hospital, LLC
51. DHSC, LLC
52. DHFW Holdings, LLC
53. Dukes Health System, LLC
54. Dyersburg Hospital Corporation
55. Emporia Hospital Corporation
56. Evanston Hospital Corporation
57. Fallbrook Hospital Corporation
58. Foley Hospital Corporation
59. Forrest City Arkansas Hospital Company, LLC
60. Forrest City Hospital Corporation
61. Fort Payne Hospital Corporation
62. Frankfort Health Partner, Inc.
63. Franklin Hospital Corporation
64. Gadsden Regional Medical Center, LLC
65. Galesburg Hospital Corporation
66. Granbury Hospital Corporation
67. Granite City Hospital Corporation
68. Granite City Illinois Hospital Company, LLC
69. Greenville Hospital Corporation
70. GRMC Holdings, LLC
71. Hallmark Healthcare Company, LLC
72. Hobbs Medco, LLC
73. Hospital of Barstow, Inc.
74. Hospital of Fulton, Inc.
75. Hospital of Louisa, Inc.
76. Hospital of Morristown, Inc.
77. Jackson Hospital Corporation (KY)
78. Jackson Hospital Corporation (TN)
79. Jourdanton Hospital Corporation
80. Kay County Hospital Corporation
81. Kay County Oklahoma Hospital Company, LLC
82. Kirksville Hospital Company, LLC
83. Lakeway Hospital Corporation
84. Lancaster Hospital Corporation
85. Las Cruces Medical Center, LLC
86. Lea Regional Hospital, LLC

87. Lexington Hospital Corporation
88. Longview Clinic Operations Company, LLC
89. Longview Medical Center, L.P.
90. Longview Merger, LLC
91. LRH, LLC
92. Lutheran Health Network of Indiana, LLC
93. Marion Hospital Corporation
94. Martin Hospital Corporation
95. Massillon Community Health System LLC
96. Massillon Health System LLC
97. Massillon Holdings, LLC
98. McKenzie Tennessee Hospital Company, LLC
99. McNairy Hospital Corporation
100. MCSA, L.L.C.
101. Medical Center of Brownwood, LLC
102. Merger Legacy Holdings, LLC
103. MMC of Nevada, LLC
104. Moberly Hospital Company, LLC
105. MWMC Holdings, LLC
106. Nanticoke Hospital Company, LLC
107. National Healthcare of Leesville, Inc.
108. National Healthcare of Mt. Vernon, Inc.
109. National Healthcare of Newport, Inc.
110. Navarro Hospital, L.P.
111. Navarro Regional, LLC
112. NC-DSH, LLC
113. Northampton Hospital Company, LLC
114. Northwest Hospital, LLC
115. Northwest Arkansas Hospitals, LLC
116. NOV Holdings, LLC
117. NRH, LLC
118. Oak Hill Hospital Corporation
119. Oro Valley Hospital, LLC
120. Palmer-Wasilla Health System, LLC
121. Payson Hospital Corporation
122. Peckville Hospital Company, LLC
123. Pennsylvania Hospital Company, LLC
124. Phillips Hospital Corporation
125. Phoenixville Hospital Company, LLC
126. Pottstown Hospital Company, LLC
127. QHG Georgia Holdings, Inc.
128. QHG Georgia Holdings II, LLC
129. QHG Georgia, LP
130. QHG of Bluffton Company, LLC

131. QHG of Clinton County, Inc.
132. QHG of Enterprise, Inc.
133. QHG of Forrest County, Inc.
134. QHG of Fort Wayne Company, LLC
135. QHG of Hattiesburg, Inc.
136. QHG of Massillon, Inc.
137. QHG of South Carolina, Inc.
138. QHG of Spartanburg, Inc.
139. QHG of Springdale, Inc.
140. QHG of Warsaw Company, LLC
141. Quorum Health Resources, LLC
142. Red Bud Hospital Corporation
143. Red Bud Illinois Hospital Company, LLC
144. Regional Hospital of Longview, LLC
145. River Region Medical Corporation
146. Roswell Hospital Corporation
147. Ruston Hospital Corporation
148. Ruston Louisiana Hospital Company, LLC
149. SACMC, LLC
150. Salem Hospital Corporation
151. San Angelo Community Medical Center, LLC
152. San Angelo Medical, LLC
153. San Miguel Hospital Corporation
154. Scranton Holdings, LLC
155. Scranton Hospital Company, LLC
156. Scranton Quincy Holdings, LLC
157. Scranton Quincy Hospital Company, LLC
158. Shelbyville Hospital Corporation
159. Siloam Springs Arkansas Hospital Company, LLC
160. Siloam Springs Holdings, LLC
161. Southern Texas Medical Center, LLC
162. Spokane Valley Washington Hospital Company, LLC
163. Spokane Washington Hospital Company, LLC
164. Tennyson Holdings, LLC
165. Tooele Hospital Corporation
166. Tomball Texas Holdings, LLC
167. Tomball Texas Hospital Company, LLC
168. Triad Healthcare Corporation
169. Triad Holdings III, LLC
170. Triad Holdings IV, LLC
171. Triad Holdings V, LLC
172. Triad Nevada Holdings, LLC
173. Triad of Alabama, LLC
174. Triad of Oregon, LLC

175. Triad-ARMC, LLC
176. Triad-El Dorado, Inc.
177. Triad-Navarro Regional Hospital Subsidiary, LLC
178. Tunkhannock Hospital Company, LLC
179. VHC Medical, LLC
180. Vicksburg Healthcare, LLC
181. Victoria Hospital, LLC
182. Victoria of Texas, L.P.
183. Virginia Hospital Company, LLC
184. Warren Ohio Hospital Company, LLC
185. Warren Ohio Rehab Hospital Company, LLC
186. Watsonville Hospital Corporation
187. Waukegan Hospital Corporation
188. Waukegan Illinois Hospital Company, LLC
189. Weatherford Hospital Corporation
190. Weatherford Texas Hospital Company, LLC
191. Webb Hospital Corporation
192. Webb Hospital Holdings, LLC
193. Wesley Health System LLC
194. West Grove Hospital Company, LLC
195. WHMC, LLC
196. Wilkes-Barre Behavioral Hospital Company, LLC
197. Wilkes-Barre Holdings, LLC
198. Wilkes-Barre Hospital Company, LLC
199. Williamston Hospital Corporation
200. Women & Children's Hospital, LLC
201. Woodland Heights Medical Center, LLC
202. Woodward Health System, LLC
203. York Pennsylvania Holdings, LLC
204. York Pennsylvania Hospital Company, LLC
205. Youngstown Ohio Hospital Company, LLC
206. Amory HMA, LLC
207. Bartow HMA, LLC
208. Biloxi H.M.A., LLC
209. Brandon HMA, LLC
210. Brevard HMA Holdings, LLC
211. Brevard HMA Hospitals, LLC
212. Campbell County HMA, LLC
213. Carlisle HMA, LLC
214. Carolinas JV Holdings General, LLC
215. Carolinas JV Holdings, L.P.
216. Central Florida HMA Holdings, LLC
217. Central States HMA Holdings, LLC
218. Chester HMA, LLC

219. Citrus HMA, LLC
220. Clarksdale HMA, LLC
221. Cocke County HMA, LLC
222. Florida HMA Holdings, LLC
223. Fort Smith HMA, LLC
224. Hamlet H.M.A., LLC
225. Health Management Associates, Inc.
226. Health Management Associates, LP
227. Health Management General Partner, LLC
228. HMA Fentress County General Hospital, LLC
229. HMA Hospitals Holdings, LP
230. HMA Santa Rosa Medical Center, LLC
231. Hospital Management Associates, LLC
232. Jackson HMA, LLC
233. Jefferson County HMA, LLC
234. Kennett HMA, LLC
235. Key West HMA, LLC
236. Knoxville HMA Holdings, LLC
237. Lehigh HMA, LLC
238. Lone Star HMA, L.P.
239. Madison HMA, LLC
240. Melbourne HMA, LLC
241. Mesquite HMA General, LLC
242. Metro Knoxville HMA, LLC
243. Mississippi HMA Holdings I, LLC
244. Mississippi HMA Holdings II, LLC
245. Monroe HMA, LLC
246. Naples HMA, LLC
247. Poplar Bluff Regional Medical Center, LLC
248. Port Charlotte HMA, LLC
249. Punta Gorda HMA, LLC
250. River Oaks Hospital, LLC
251. Rockledge HMA, LLC
252. ROH, LLC
253. Sebastian Hospital, LLC
254. Sebring Hospital Management Associates, LL
255. Southeast HMA Holdings, LLC
256. Southwest Florida HMA Holdings, LLC
257. Statesville HMA, LLC
258. VAN BUREN H.M.A., LLC
259. Venice HMA, LLC
260. Winder HMA, LLC
261. Yakima HMA, LLC

Opinion Firms

Opinion Firms

| Jurisdiction | Law Firm |
|---|---|
| Alabama, Mississippi, North Carolina and Tennessee | Bradley Arant Boult Cummings LLP |
| Arkansas | Kutak Rock LLP |
| Georgia | King and Spalding LLP |
| Kentucky, Ohio and Indiana | Bingham Greenebaum Doll LLP |
| Oklahoma | McAfee & Taft |
| Pennsylvania<br>New Jersey<br>Utah | Ballard Spahr LLP |
| South Carolina | Parker Poe Adams & Bernstein LLP |
| Texas | Liechty & McGinnis LLP |
| Arizona | Snell & Wilmer L.L.P. |
| New Mexico | Montgomery & Andrews |
| Nevada | Lionel Sawyer & Collins |
| Virginia | Hancock, Daniel, Johnson & Nagle, P.C. |
| West Virginia | Steptoe & Johnson LLP |
| Wyoming | Crowley Fleck PLLP |
| Washington | Witherspoon Kelley |
| Florida | Fowler White Boggs P.A. |
| Missouri | Husch Blackwell LLP |

Form of Solvency Certificate

Date: _____, 2014

To the Administrative Agent and each of the Lenders party to the Third Restatement Agreement or to the Third Restated Credit Agreement referred to below:

I, the undersigned, the Chief Financial Officer of COMMUNITY HEALTH SYSTEMS, INC., (the " ***Parent***"), in that capacity only and not in my individual capacity (and without personal liability), do hereby certify as of the date hereof, and based upon facts and circumstances as they exist as of the date hereof (and disclaiming any responsibility for changes in such facts and circumstances after the date hereof), that:

1. This certificate is furnished to the Administrative Agent and the Lenders pursuant to Section 5(e) of the Third Amendment and Restatement Agreement (the "***Third Restatement Agreement***") dated as of January 27, 2014, to the Credit Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010 and February 2, 2012, among CHS/Community Health Systems, Inc., Parent, the Subsidiary Guarantors party thereto, the Lenders party thereto and Credit Suisse AG, as Administrative Agent and Collateral Agent. (such Credit Agreement as amended pursuant to the Third Restatement Agreement, and as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, " ***Third Restated Credit Agreement***"). Unless otherwise defined herein, capitalized terms used in this certificate shall have the meanings set forth in the Third Restated Credit Agreement.

2. For purposes of this certificate, the terms below shall have the following definitions:

(a) "Fair Value"

The amount at which the assets (both tangible and intangible), in their entirety, of Parent and its Subsidiaries taken as a whole would change hands between a willing buyer and a willing seller, within a commercially reasonable period of time, each having reasonable knowledge of the relevant facts, with neither being under any compulsion to act.

(b) "Present Fair Salable Value"

The amount that could be obtained by an independent willing seller from an independent willing buyer if the assets (both tangible and intangible) of Parent and its Subsidiaries taken as a whole are sold on a going concern basis with reasonable promptness in an arm's-length transaction under present conditions for the sale of comparable business enterprises insofar as such conditions can be reasonably evaluated.

(c) "Stated Liabilities"

The recorded liabilities (including contingent liabilities that would be recorded in accordance with GAAP) of Parent and its Subsidiaries taken as a whole, as of the date hereof

after giving effect to the consummation of the Permitted HMA Transaction and the other transactions to occur on the Third Restatement Effective Date (including the execution and delivery of the Third Restatement Agreement and the effectiveness of the Third Restated Credit Agreement, the making of the Loans to be made on the date hereof and the use of proceeds of such Loans on the date hereof (collectively, the "***Transactions***")), determined in accordance with GAAP consistently applied.

(d) "Identified Contingent Liabilities"

The maximum estimated amount of liabilities reasonably likely to result from pending litigation, asserted claims and assessments, guaranties, uninsured risks and other contingent liabilities of Parent and its Subsidiaries taken as a whole after giving effect to the Transactions (including the execution and delivery of the Third Restatement Agreement and the effectiveness of the Third Restated Credit Agreement, the making of the Loans to be made on the date hereof and the use of proceeds of such Loans on the date hereof) (including all fees and expenses related thereto but exclusive of such contingent liabilities to the extent reflected in Stated Liabilities), as identified and explained in terms of their nature and estimated magnitude by responsible officers of Parent.

(e) "Can pay their Stated Liabilities and Identified Contingent Liabilities as they mature"

Parent and its Subsidiaries taken as a whole after giving effect to the Transactions (including the execution and delivery of the Third Restatement Agreement and the effectiveness of the Third Restated Credit Agreement, the making of the Loans to be made on the date hereof and the use of proceeds of such Loans on the date hereof) have sufficient assets and cash flow to pay their respective Stated Liabilities and Identified Contingent Liabilities as those liabilities mature or (in the case of contingent liabilities) otherwise become payable.

(f) "Do not have Unreasonably Small Capital"

Parent and its Subsidiaries taken as a whole after giving effect to the Transactions (including the execution and delivery of the Third Restatement Agreement and the effectiveness of the Third Restated Credit Agreement, the making of the Loans to be made on the date hereof and the use of proceeds of such Loans on the date hereof) have sufficient capital to ensure that it is a going concern.

3. For purposes of this certificate, I, or officers of Parent under my direction and supervision, have performed the following procedures as of and for the periods set forth below.

(a) I have reviewed the financial statements (including the pro forma financial statements) referred to in Section 5(k) of the Third Restatement Agreement.

(b) I have knowledge of and have reviewed to my satisfaction each of the Third Restatement Agreement and the Third Restated Credit Agreement.

(c) As chief financial officer of Parent, I am familiar with the financial condition of Parent and its Subsidiaries.

4. Based on and subject to the foregoing, I hereby certify on behalf of Parent that after giving effect to the consummation of the Transactions (including the execution and delivery of the Third Restatement Agreement and the effectiveness of the Third Restated Credit Agreement, the making of the Loans to be made on the date hereof and the use of proceeds of such Loans on the date hereof), it is my opinion that (i) each of the Fair Value and the Present Fair Salable Value of the assets of Parent and its Subsidiaries taken as a whole exceed their Stated Liabilities and Identified Contingent Liabilities; (ii) Parent and its Subsidiaries taken as a whole do not have Unreasonably Small Capital; and (iii) Parent and its Subsidiaries taken as a whole can pay their Stated Liabilities and Identified Contingent Liabilities as they mature.

IN WITNESS WHEREOF, Parent has caused this certificate to be executed on its behalf by the Chief Financial Officer as of the date first written above.

COMMUNITY HEALTH SYSTEMS, INC.,

By: _____
Name:
Title: Chief Financial Officer

SCHEDULE IV

Replacement Revolving Credit Facility Commitments

**Exhibit 10.2**

THIRD AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

July 25, 2007,
as amended and restated as of November 5, 2010, February 2, 2012,
and January 27, 2014

among

CHS/COMMUNITY HEALTH SYSTEMS, INC.,

COMMUNITY HEALTH SYSTEMS, INC.,

THE LENDERS PARTY HERETO

and

CREDIT SUISSE AG,
as Administrative Agent and Collateral Agent

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CREDIT SUISSE SECURITIES (USA) LLC,
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
CITIGROUP GLOBAL MARKETS, INC.,
GOLDMAN SACHS BANK, USA,
J.P. MORGAN SECURITIES LLC,
RBC CAPITAL MARKETS, LLC,
SUNTRUST ROBINSON HUMPHREY, INC.,
UBS SECURITIES LLC
and
WELLS FARGO SECURITIES, LLC,

as Joint Bookrunners and Joint Lead Arrangers

BANK OF AMERICA, N.A.,
as Documentation Agent

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, FIFTH THIRD BANK, DEUTSCHE BANK SECURITIES INC., SCOTIA CAPITAL (USA) INC., COMPASS BANK and SIEMENS FINANCIAL SERVICES, INC.

as Co-Managers

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CREDIT AGREEMENT dated as of July 25, 2007, as amended and restated as of November 5, 2010, February 2, 2012, and January 27, 2014, among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the "***Borrower***"), COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation ("***Parent***"), the Lenders (as defined in Article I), and CREDIT SUISSE AG, as administrative agent (in such capacity, the "***Administrative Agent***") and as collateral agent (in such capacity, the "***Collateral Agent***") for the Lenders.

PRELIMINARY STATEMENT

The Borrower, Parent, the lenders party thereto and Credit Suisse AG (formerly known as Credit Suisse), as administrative agent and collateral agent, have previously entered into a Credit Agreement dated as of July 25, 2007 (the " ***Original Credit Agreement***").

On the First Restatement Effective Date, (a) certain Original Funded Term Loans and Original Delayed Draw Term Loans were converted to Extended Term Loans (each as defined in the Existing Credit Agreement) pursuant to the First Amendment and Restatement Agreement (such term and each other capitalized term used and not otherwise defined in this Preliminary Statement having the meaning assigned thereto in Article I) , and all other Original Funded Term Loans and Original Delayed Draw Term Loans were redesignated as Non-Extended Funded Term Loans or Non-Extended Delayed Draw Term Loans (each as defined in the Existing Credit Agreement), as applicable, and (b) the Original Credit Agreement was amended and restated in the form attached as Exhibit A to the First Amendment and Restatement Agreement (as so amended and restated, the " ***First Amended and Restated Credit Agreement***").

On the Second Restatement Effective Date, (a) certain Non-Extended Funded Term Loans and Non-Extended Delayed Draw Term Loans were converted to Extended Term Loans (each as defined in the Existing Credit Agreement) pursuant to the Second Amendment and Restatement Agreement and (b) the First Amended and Restated Credit Agreement was amended and restated in the form attached as Exhibit A to the Second Amendment and Restatement Agreement (the "***Existing Credit Agreement***").

On the First Incremental Term Loan Assumption Agreement Date, the Borrower incurred Incremental Term Loans in an aggregate principal amount of $750,000,000 (the " ***First Incremental Term Loans***").

On the Third Restatement Effective Date, the Existing Credit Agreement was amended and restated in the form of this Agreement, and in connection therewith:

(a) the Borrower borrowed 2019 Term A Loans in an aggregate principal amount of $1,000,000,000;

(b) the Borrower borrowed 2017 Term E Loans in an aggregate principal amount of $171,146,550.47;

(c) the Borrower borrowed 2021 Term D Loans in an aggregate principal amount of $2,925,000,000;

(d) certain Extended Term Loans were converted to 2021 Term D Loans and certain Extended Term Loans were converted to 2017 Term E Loans, in each case pursuant to the Third Amendment and Restatement Agreement;

(e) the Borrower prepaid in full all the First Incremental Term Loans, all the Non-Extended Term Loans (as defined in the Existing Credit Agreement) and all the Extended Term Loans (as defined in the Existing Credit Agreement) that were not converted into either 2021 Term D Loans or 2017 Term E Loans on the Third Restatement Effective Date; and

(f) all the Revolving Credit Commitments (as defined in the Existing Credit Agreement) were terminated and replacement Revolving Credit Commitments were established under this Agreement in an aggregate principal amount of $1,000,000,000.

In addition, on the Third Restatement Effective Date, (i) the Borrower acquired all the outstanding capital stock (the "***Permitted HMA Transaction***") of Health Management Associates, Inc. ("***HMA***") pursuant to the Agreement and Plan of Merger, dated as of July 29, 2013 (together with all exhibits, annexes, schedules and other disclosure letters thereto, collectively, as amended through the date hereof, the "***HMA Merger Agreement***"), by and among FWCT-2 Acquisition Corporation, a Delaware corporation and a direct subsidiary of the Borrower ("***Merger Sub***"), Parent and HMA, pursuant to which upon the consummation of the merger provided for thereunder, Merger Sub merged with and into HMA, with HMA surviving such merger and immediately thereafter becoming a wholly owned Subsidiary and a Subsidiary Guarantor, (ii) the Borrower incurred (A) senior secured notes (the " ***2021 Notes***") issued in a Rule 144A placement that yielded $1,000,000,000 in gross cash proceeds and (B) senior unsecured notes (the " ***2022 Notes***" and, together with the 2021 Notes, the "***New Notes***") issued in a Rule 144A placement that yielded $3,000,000,000 in gross cash proceeds, and (iii) the Borrower consummated the HMA Refinancing.

The proceeds of the 2019 Term A Loans and the 2021 Term D Loans and the 2017 Term E Loans made on the Third Restatement Effective Date were used solely to pay a portion of the HMA Acquisition Costs. The proceeds of the Revolving Loans will be used solely for working capital and other general corporate purposes, including permitted investments and Capital Expenditures and to repay Indebtedness. Letters of Credit will be used for general corporate purposes of the Borrower and the Subsidiaries.

Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. ***Defined Terms***. As used in this Agreement, the following terms shall have the meanings specified below:

"***2017 Term E Borrowing***" shall mean a Borrowing consisting of 2017 Term E Loans of the same Type and, in the case of a Eurodollar Loan, having the same Interest Period.

"***2017 Term E Commitment***" shall have the meaning assigned to such term in the Third Amendment and Restatement Agreement. The initial aggregate amount of the 2017 Term E Commitments was $171,146,550.47.

"***2017 Term E Loan***" shall mean, collectively, (a) each Extended Term Loan (as defined in the Existing Credit Agreement) that was converted to a 2017 Term E Loan pursuant to Section 3(d)(i) of the Third Amendment and Restatement Agreement and (b) Loans made pursuant to Section 3(b)(ii) of the Third Amendment and Restatement Agreement. For the avoidance of doubt, the Loans described in the foregoing clauses (a) and (b) shall constitute a single Class of Loans for all purposes under this Agreement.

"***2017 Term E Loan Lender***" shall mean, at any time, any Lender that has a 2017 Term E Loan at such time.

"***2017 Term E Loan Repayment Date***" shall have the meaning assigned to such term in Section 2.11(a)(iii).

"***2017 Term E Maturity Date***" shall mean January 25, 2017.

"***2018 Notes***" shall mean the Borrower's 5.125% Senior Secured Notes due 2018.

"***2019 Notes***" shall mean the Borrower's 8% Senior Notes due 2019.

"***2019 Term A Borrowing***" shall mean a Borrowing consisting of 2019 Term A Loans of the same Type and, in the case of a Eurodollar Loan, having the same Interest Period.

"***2019 Term A Commitment***" shall have the meaning assigned to such term in the Third Amendment and Restatement Agreement. The initial aggregate amount of the 2019 Term A Commitments was $1,000,000,000.

"***2019 Term A Lender***" shall mean, at any time, any Lender that has a 2019 Term A Commitment or a 2019 Term A Loan at such time.

"***2019 Term A Loan Repayment Date***" shall have the meaning assigned to such term in Section 2.11(a)(iv).

"***2019 Term A Loans***" shall mean Loans made pursuant to Section 3(a) of the Third Amendment and Restatement Agreement.

"***2019 Term A Maturity Date***" shall mean January 27, 2019; *provided* that the 2019 Term A Maturity Date shall instead be (a) October 26, 2016, if, on such date, the Maturity Trigger has occurred with respect to the 2017 Term E Loans, or (b) May 16, 2018, if, on such date, the Maturity Trigger has occurred with respect to the 2018 Notes; *provided further*, that, in each case, if any such day is not a Business Day, the 2019 Term A Maturity Date shall be the Business Day immediately preceding such day.

"***2020 Notes***" shall mean the Borrower's 7.125% Senior Notes due 2020.

"***2021 Notes***" shall have the meaning assigned to such term in the Preliminary Statement.

"***2021 Term D Borrowing***" shall mean a Borrowing consisting of 2021 Term D Loans of the same Type and, in the case of a Eurodollar Loan, having the same Interest Period.

"***2021 Term D Commitment***" shall have the meaning assigned to such term in the Third Amendment and Restatement Agreement. The initial aggregate amount of the 2021 Term D Commitments was $2,925,000,000.

"***2021 Term D Lender***" shall mean, at any time, any Lender that has a 2021 Term D Commitment or a 2021 Term D Loan at such time.

"***2021 Term D Loan Repayment Date***" shall have the meaning assigned to such term in Section 2.11(a)(v).

"***2021 Term D Loans***" means, collectively, (a) each Extended Term Loan (as defined in the Existing Credit Agreement) that was converted to a 2021 Term D Loan pursuant to Section 3(d)(i) of the Third Amendment and Restatement Agreement and (b) Loans made pursuant to Section 3(b)(i) of the Third Amendment and Restatement Agreement. For the avoidance of doubt, the Loans described in the foregoing clauses (a) and (b) shall constitute a single Class of Loans for all purposes under this Agreement.

"***2021 Term D Maturity Date***" shall mean January 27, 2021; *provided* that the 2021 Term D Maturity Date shall instead be (a) October 26, 2016, if, on such date, the Maturity Trigger has occurred with respect to the 2017 Term E Loans, (b) May 16, 2018, if, on such date, the Maturity Trigger has occurred with respect to the 2018 Notes, (c) August 16, 2019, if, on such date, the Maturity Trigger has occurred with respect to the 2019 Notes or (d) April 15, 2020, if, on such date, the Maturity Trigger has occurred with respect to the 2020 Notes; *provided further*, that, in each case, if any such day is not a Business Day, the 2021 Term D Maturity Date shall be the Business Day immediately preceding such day.

"***2022 Notes***" shall have the meaning assigned to such term in the Preliminary Statement.

"***ABR***", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"***Accepting Lenders***" shall have the meaning assigned to such term in Section 2.25(a).

"***Adjusted LIBO Rate***" shall mean, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum equal to the product of (a) the LIBO Rate in effect for such Interest Period and (b) Statutory Reserves.

"***Administrative Agent Fees***" shall have the meaning assigned to such term in Section 2.05(b).

"***Administrative Questionnaire***" shall mean an Administrative Questionnaire in the form of Exhibit A, or such other form as may be supplied from time to time by the Administrative Agent.

"***Affected Class***" shall have the meaning assigned to such term in Section 2.25(a).

"***Affiliate***" shall mean, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified; *provided, however*, that, for purposes of Section 6.07, the term "Affiliate" shall also include any person that directly or indirectly owns 10% or more of any class of Equity Interests of the person specified.

"***Aggregate Revolving Credit Exposure***" shall mean the aggregate amount of the Lenders' Revolving Credit Exposures.

"***Alternate Base Rate***" shall mean, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1% and (c) the Adjusted LIBO Rate on such day for a three month Interest Period commencing on the second Business Day after such day plus 1%; *provided* that in no event shall the Alternate Base Rate be less than, in the case of 2021 Term D Loans, 2.00%. If the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate or the Adjusted LIBO Rate for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms of the definition of Federal Funds Effective Rate, the Alternate Base Rate shall be determined without regard to clause (b) or (c), as applicable, of the preceding sentence until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective on the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, as the case may be.

"***Alternative Incremental Facility Indebtedness***" shall mean any Indebtedness which (a) is in the form of one or more series of senior or junior secured notes or senior unsecured notes or senior or junior secured bridge loans or senior unsecured bridge loans or junior secured loans, (b) is issued, incurred, created, assumed or guaranteed by any Loan Party, (c) is not an obligation of, or otherwise Guaranteed by, any Subsidiary of Parent that is not a Loan Party, (d) to the extent the same is secured, is not secured by any Lien on any asset of Parent, the Borrower or any Subsidiary other than any asset constituting Collateral, (e) to the extent the same is secured, is subject to a Pari Passu Intercreditor Agreement (or, in the case of junior secured notes, junior secured bridge loans or junior secured loans, a Junior Lien Intercreditor Agreement), (f) matures on or after, and requires no scheduled payments of principal prior to, the Latest Term Loan Maturity Date in effect at the time such Indebtedness is incurred (which, in the case of bridge loans, shall be determined by reference to the loans or notes into which such bridge loans are converted at maturity) (other than pursuant to customary offers to purchase upon a change of control, payments required to prevent any such Indebtedness from being treated as an "applicable high yield discount obligation" within the meaning of Section 163(i)(1) of the Code, asset sale or event of loss and customary acceleration rights after an event of default), unless 100% of the Net Cash Proceeds thereof are used to prepay or repay outstanding Term Loans, in which case such Indebtedness shall mature on or after the latest maturity date of the Term Loans so prepaid or repaid and (g) contains no financial maintenance covenants.

"***Amendment Effective Date***" shall mean August 3, 2012.

"***Amendment No. 2 Effective Date***" shall mean November 27, 2012.

"***Amendment No. 3 Effective Date***" shall mean August 12, 2013.

"***Applicable Percentage***" shall mean, for any day, (a) (i) with respect to any Eurodollar 2019 Term A Loan, ABR 2019 Term A Loan, Eurodollar Revolving Loan or ABR Revolving Loan, the applicable percentage set forth below under the caption "Eurodollar Spread—2019 Term A Loans", "ABR Spread—2019 Term A Loans", "Eurodollar Spread—Revolving Loans" or "ABR Spread—Revolving Loans", as the case may be, and (ii) with respect to the Revolving Credit Commitment Fee, the applicable rate set forth below under the caption "Revolving Credit Commitment Fee Rate", in each case based upon the Secured Net Leverage Ratio as of the relevant date of determination, (b) with respect to any Eurodollar 2021 Term D Loan or ABR 2021 Term D Loan, 3.25% per annum and 2.25% per annum, respectively, and (c) with respect to any Eurodollar 2017 Term E Loan and ABR 2017 Term E Loan, 3.25% per annum and 2.25% per annum, respectively.

| Secured Net Leverage Ratio | Eurodollar Spread-- 2019 Term A Loans | ABR Spread— 2019 Term A Loans | Eurodollar Spread-- Revolving Loans | ABR Spread-- Revolving Loans | Revolving Credit Commitment Fee Rate |
|---|---|---|---|---|---|
| Category 1<br>≥ 4.00 to 1.00 | 2.75% | 1.75% | 2.75% | 1.75% | 0.50% |
| Category 2<br>≥ 3.50 to 1.00 and < 4.00 to 1.00 | 2.50% | 1.50% | 2.50% | 1.50% | 0.50% |
| Category 3<br>≥ 3.00 to 1.00 and < 3.50 to 1.00 | 2.25% | 1.25% | 2.25% | 1.25% | 0.50% |
| Category 4<br>< 3.00 to 1.00 | 2.00% | 1.00% | 2.00% | 1.00% | 0.375% |

Each change in the Applicable Percentage resulting from a change in the Secured Net Leverage Ratio shall be effective with respect to all applicable Loans and Letters of Credit outstanding on and after the date of delivery to the Administrative Agent of the financial statements and certificates required by Section 5.04(a) or (b) and Section 5.04(c), respectively, indicating such change until the date immediately preceding the next date of delivery of such financial statements and certificates indicating another such change. Notwithstanding the foregoing, from and after the Third Restatement Effective Date, the Secured Net Leverage Ratio shall be deemed to be in Category 1 for purposes of determining the Applicable Percentage until the end of the first full fiscal quarter following the Third Restatement Effective Date (at which time, subject to the immediately succeeding sentence, the Secured Net Leverage Ratio shall be determined on the basis of the financial statements and certificates most recently delivered pursuant to Section 5.04(a) or (b) and Section 5.04(c), respectively, prior to such date, and the Applicable Percentage resulting from such Secured Net Leverage Ratio shall be effective until any such change is required pursuant to the immediately preceding sentence). Notwithstanding the foregoing, for any day prior to the Third Restatement Effective Date, the Applicable Percentage with respect to 2017 Term E Loans and 2021 Term D Loans will be determined in accordance with the provisions of the Existing Credit Agreement. In addition, at any time during which the Borrower has failed to deliver the financial statements and certificates required by Section 5.04(a) or (b) and Section 5.04(c), respectively (until the time of the delivery thereof), the Secured Net Leverage Ratio shall be deemed to be in Category 1 for purposes of determining the Applicable Percentage.

"***Approved Fund***" shall mean any person (other than a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course of its activities and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"***Arrangers***" shall mean Credit Suisse Securities (USA) LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets, Inc., Goldman Sachs Bank, USA, J.P. Morgan Securities LLC, RBC Capital Markets, LLC, Suntrust Robinson Humphrey, Inc., UBS Securities LLC and Wells Fargo Securities, LLC.

"***Asset Sale***" shall mean the sale, transfer or other disposition (by way of merger, casualty, condemnation or otherwise) by Parent, the Borrower or any of the Subsidiaries to any person other than the Borrower or any Subsidiary Guarantor of (a) any Equity Interests of any of the Subsidiaries (other than directors' qualifying shares) or (b) any other assets of Parent, the Borrower or any of the Subsidiaries, other than:

(i) inventory, damaged, obsolete or worn out assets, scrap, surplus and Permitted Investments, in each case disposed of in the ordinary course of business;

(ii) donations of assets by the Borrower or any Subsidiary (whether of real or personal property (including cash and Equity Interests)) to state or local municipalities (or other Governmental Authorities), nonprofit organizations, foundations, charities or similar entities of the Borrower's or such Subsidiary's choice, with an aggregate fair market value not to exceed $50,000,000 in any fiscal year of Parent;

(iii) dispositions by any Subsidiary that is not a Subsidiary Guarantor to the Borrower or any other Subsidiary;

(iv) sales or other dispositions of (x) Receivables of the Borrower or any of the Subsidiaries that are more than 180 days past due or are written-off at the time of such sale or disposition or (y) any Receivables of the Borrower or any of the Subsidiaries that are self-pay accounts receivable and that are reasonably determined by the Borrower to be unable to be paid in full within 150 days of the related service date, *provided* that the face value of all such Receivables sold or disposed of on or after the Third Restatement Effective Date does not exceed $200,000,000;

(v) sales or other dispositions of property (including like-kind exchanges) to the extent that (x) such property is exchanged for credit against the purchase price of similar or replacement property or (y) the proceeds of such sale or disposition are applied to the purchase price of such property, *provided* that, if the property so sold or exchanged constituted Collateral, then the property so received shall also constitute Collateral;

(vi) leases or sub-leases of any real property or personal property in the ordinary course of business;

(vii) dispositions of investments in joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in the joint venture arrangements and similar binding arrangements;

(viii) licensings and sublicensings of intellectual property of the Borrower or any Subsidiary in the ordinary course of business;

(ix) sales, transfers, leases or other dispositions of property in the ordinary course of business consisting of the abandonment of intellectual property rights which, in the reasonable good faith determination of the Borrower, are not material to the conduct of the business of Parent, the Borrower and the Subsidiaries;

(x) the contribution or other transfer of property (including Equity Interests) to any Spinout Subsidiary in connection with a Spinout Transaction;

(xi) dispositions of Equity Interests of any Subsidiary as contemplated by clause (b) of the definition of Permitted Joint Venture;

(xii) dispositions consisting of the granting of Liens permitted by Section 6.02;

(xiii) any sale, transfer or other disposition or series of related sales, transfers or other dispositions having a value not in excess of $25,000,000; and

(xiv) any sale, transfer or other disposition of any property or asset described on Schedule 1.01(g).

"***Assignment and Acceptance***" shall mean an assignment and acceptance entered into by a Lender and an assignee, and accepted by the Administrative Agent, in the form of Exhibit B or such other form as shall be approved by the Administrative Agent.

"***Available Amount***" shall mean, as at any date of determination, an amount (if positive) equal to (a) for each fiscal year of Parent commencing with the fiscal year ending December 31, 2010 for which Excess Cash Flow shall have been positive, the Excess Cash Flow for such years that is retained by the Borrower after application of Section 2.13(c), minus (b) the aggregate amount of all Restricted Payments made in reliance on Section 6.06(a)(vii) prior to such date, minus (c) the aggregate amount paid in reliance on Section 6.09(b)(iv) prior to such date, minus (d) the aggregate amount of all investments made in reliance on Section 6.04(y)(i) prior to such date.

"***Available Declined Proceeds Amount***" shall mean, as at any date of determination, an amount (if positive) equal to (a) the aggregate amount of Declined Proceeds retained by the Borrower after the Third Restatement Effective Date, minus (b) the aggregate amount paid in reliance on Section 6.09(b)(v) prior to such date, minus (c) the aggregate amount of all investments made in reliance on Section 6.04(y)(ii) prior to such date.

"***Board***" shall mean the Board of Governors of the Federal Reserve System of the United States of America.

"***Borrower Materials***" shall have the meaning assigned to such term in Section 9.01.

"***Borrowing***" shall mean Loans of the same Class and Type made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"***Borrowing Request***" shall mean a request by the Borrower in accordance with the terms of Section 2.03 and substantially in the form of Exhibit C, or such other form as shall be approved by the Administrative Agent.

"***Business Day***" shall mean any day other than a Saturday, Sunday or day on which banks in New York City are authorized or required by law to close; *provided*, *however*, that when used in connection with a Eurodollar Loan, the term " ***Business Day***" shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market.

"***CapEx Pull-Forward Amount***" shall have the meaning assigned to such term in Section 6.11.

"***Capital Expenditures***" shall mean, for any period, the additions to property, plant and equipment and other capital expenditures of Parent, the Borrower and its consolidated subsidiaries (including all amounts expended or capitalized under Capital Lease Obligations, but excluding any amount representing capitalized interest) that are (or should be) set forth in a consolidated statement of cash flows of Parent for such period prepared in accordance with GAAP, but excluding in each case any such expenditure (i) made with insurance proceeds, condemnation awards or damage recovery proceeds, (ii) made with the proceeds of the issuance of Equity Interests, (iii) to the extent such expenditure is made with proceeds that would have constituted Net Cash Proceeds under clause (a) of the definition of the term "Net Cash Proceeds" (but for the application of the second proviso to such clause (a)), (iv) to the extent of the credit against the gross purchase price of newly acquired equipment granted by the seller of such newly acquired equipment for other equipment that is simultaneously traded-in at the time of purchase of such newly acquired equipment, (v) is accounted for as a capital expenditure pursuant to GAAP but that actually is paid for by a third party (excluding Parent, the Borrower or any Subsidiary) and for which none of Parent, the Borrower or any Subsidiary has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such third party or any other person (whether before, during or after such period) or (vi) constituting the purchase price of the Permitted HMA Transaction, any Permitted Acquisition or any investment permitted under Sections 6.04(a), 6.04(i), 6.04(j), 6.04(k) or 6.04(x), 6.04(y) or 6.04(z).

"***Capital Lease Obligations***" of any person shall mean the obligations of such person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such person under GAAP (excluding any lease that would be required to be so classified as a result of a change in GAAP after the First Restatement Effective Date), and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"***Captive Insurance Subsidiary***" shall mean a Subsidiary established for the purpose of insuring the healthcare businesses or Facilities owned or operated by the Borrower or any of the Subsidiaries, any joint venture of the Borrower or any of the Subsidiaries or any physician or other personnel employed by or on the medical staff of any such business or Facility.

"***Cash Management Obligations***" shall mean the obligations owed by Parent, the Borrower or any Subsidiary to the Administrative Agent, any Arranger, any Lender or an Affiliate of any of the foregoing in respect of any overdraft protections, netting services and similar arrangements arising from treasury, depository and cash management services, any automated clearing house transfers of funds or any credit card or similar services, in each case in the ordinary course of business.

A "***Change in Control***" shall be deemed to have occurred if (a) any "person" or "group" (within the meaning of Rule 13d-5 of the Securities Exchange Act of 1934 as in effect on the Closing Date), shall own, directly or indirectly, beneficially or of record, shares representing more than 40% of the aggregate ordinary voting power represented by the issued and outstanding capital stock of Parent (other than a transaction following which holders of securities that represented 100% of such aggregate ordinary voting power represented by the issued and outstanding capital stock of Parent immediately prior to such transaction (or other securities into which such securities are converted as part of such transaction) own, directly or indirectly, shares representing at least a majority of the aggregate ordinary voting power represented by the issued and outstanding capital stock of the surviving Person in such transaction immediately after such transaction), (b) a majority of the seats (other than vacant seats) on the board of directors of Parent shall at any time be occupied by persons who were neither (i) nominated by the board of directors of Parent nor (ii) appointed by directors so nominated, (c) any change in control (or similar event, however denominated) with respect to Parent, the Borrower or any Subsidiary shall occur under and as defined in any indenture or agreement in respect of Material Indebtedness to which Parent, the Borrower or any Subsidiary is a party (other than, (x) under any indenture or agreement in respect of Material Indebtedness assumed in connection with a Permitted Acquisition, any change in control triggered by the Permitted Acquisition pursuant to which such Indebtedness was assumed or (y) under any HMA Indenture), or (d) Parent shall cease to directly own, beneficially and of record, 100% of the issued and outstanding Equity Interests of the Borrower. Notwithstanding anything in this Agreement to the contrary, a "Change of Control" shall not occur in connection with the consummation of the Permitted HMA Transaction on the Third Restatement Effective Date.

"***Change in Law***" shall mean (a) the adoption of any law, rule or regulation after the Closing Date, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any Lender or the Issuing Bank (or, for purposes of Section 2.14, by any lending office of such Lender or by such Lender's or Issuing Bank's holding company, if any) with any policy, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date.

"***Class***", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, 2019 Term A Loans, 2017 Term E Loans, 2021 Term D Loans or Other Term Loans and, when used in reference to any Commitment, refers to whether such Commitment is a Revolving Credit Commitment, a 2019 Term A Commitment, a 2021 Term D Commitment or any Incremental Term Loan Commitment.

"***Closing Date***" shall mean July 25, 2007.

"***Code***" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"***Collateral***" shall mean all the "Collateral" as defined in any Security Document and shall also include the Mortgaged Properties.

"***Commitment***" shall mean, with respect to any Lender, such Lender's Revolving Credit Commitment, Term Loan Commitment and Incremental Term Loan Commitment.

"***Commitment Fees***" shall mean the Revolving Credit Commitment Fees.

"***Confidential Information Memorandum***" shall mean the Confidential Information Memorandum of the Borrower dated January 2014.

"***Consolidated EBITDA***" shall mean, for any period, Consolidated Net Income for such period plus (a) without duplication and (except in the case of clause (a)(x) and clause (a)(xiii) below) to the extent deducted (and not added back) in determining such Consolidated Net Income, the sum of

(i) interest expense (net of interest income), including amortization and write offs of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with (x) letters of credit, (y) obtaining or unwinding Hedging Agreements or (z) surety bonds for financing activities, in each case for such period,

(ii) provision for taxes based on income, profits or capital and franchise taxes, including Federal, foreign, state, franchise, excise and similar taxes and foreign withholding taxes paid or accrued during such period, including any penalties and interest relating to any tax examinations for such period,

(iii) depreciation and amortization expenses including acceleration thereof and including the amortization of the increase in inventory resulting from the application of Statement of Financial Accounting Standards No. 141 ("FASB 141") for transactions contemplated hereby, including Permitted Acquisitions, for such period,

(iv) non-cash compensation expenses arising from the sale of Equity Interests, the granting of options to purchase Equity Interests, the granting of appreciation rights in respect of Equity Interests and similar arrangements for such period,

(v) the excess of the expense in respect of post-retirement benefits and post-employment benefits accrued under Statement of Financial Accounting Standards No. 106 ("FASB 106") and Statement of Financial Accounting Standards No. 112 ("FASB 112") over the cash expense in respect of such post-retirement benefits and post-employment benefits for such period,

(vi) minority interest (to the extent distributions are not required to be made and are not made in respect thereof),

(vii) upfront fees or charges arising from any Permitted Receivables Transaction for such period, and any other amounts for such period comparable to or in the nature of interest under any Permitted Receivables Transaction, and losses on dispositions of Receivables and related assets in connection with any Permitted Receivables Transaction for such period,

(viii) fees and expenses for such period incurred or paid in connection with the Transactions,

(ix) to the extent covered by insurance and actually reimbursed, or, so long as the Borrower has made a determination that such amount is reasonably likely to be reimbursed by the insurer and only to the extent that such amount is (A) not denied by the applicable carrier in writing within 180 days and (B) in fact reimbursed within 365 days of the date of the relevant event (with a deduction for any amount so added back to the extent not so reimbursed within such 365 days), expenses with respect to liability or casualty events,

(x) proceeds of received business interruption insurance,

(xi) any fees and expenses incurred during such period in connection with any acquisition, investment, recapitalization, asset disposition, issuance or repayment of debt, issuance of Equity Interests, Permitted Receivables Transaction, refinancing transaction or amendment or other modification of any debt instrument (in each case, including any such transaction consummated prior to the Closing Date and any such transaction undertaken but not completed),

(xii) any (w) severance costs, relocation costs, integration and facilities opening costs, signing costs, retention or completion bonuses and transition costs incurred during such period, (x) cash restructuring related or nonrecurring cash merger costs and expenses incurred during such period as a result of any acquisition, investment, recapitalization, or asset disposition permitted hereunder, (y) other nonrecurring cash losses and charges for such period and (z) cash payments made during such period in respect of litigation that was pending against the Borrower, Triad or any of their subsidiaries, or any Acquired Entity or other obligations (contingent or otherwise) of the Borrower, Triad or any of their subsidiaries or any Acquired Entity, in each case prior to the Closing Date (or, with respect to an Acquired Entity, the closing date of the relevant Permitted Acquisition) and for which a liability would not be, in accordance with GAAP, recognized on Parent's consolidated balance sheet as of the Closing Date (or, with respect to an Acquired Entity, the closing date of the relevant Permitted Acquisition),

(xiii) the amount of cost savings, operating improvements and synergies projected by the Borrower in good faith and certified by a Responsible Officer of the Borrower in writing to the Administrative Agent expected to result from actions in connection with the Permitted HMA Transaction and either taken or expected to be taken during such period (which cost savings, operating improvements and synergies shall be calculated on a pro forma basis as though they had been realized on the first day of such period), net of the amount of actual benefits realized during such period from such actions to the extent already included in Consolidated Net Income for such period; provided that (A) a Responsible Officer of the Borrower shall have certified to the Administrative Agent that (x) such cost savings, operating improvements and synergies are projected in good faith and are reasonably identifiable, reasonably supportable and reasonably anticipated to result from such actions and (y) such actions have been taken or are expected to be taken and the benefits resulting therefrom are anticipated by the Borrower to be realized within twelve months, and (B) the aggregate amount added back pursuant to this clause (xiii) in any such period shall not exceed $250,000,000, and

(xiv) other non-cash charges for such period (other than the write down of current assets, unless such assets are acquired pursuant to a Permitted Acquisition or the Permitted HMA Transaction, in which case any such write down shall (A) occur on or before the first anniversary of the date on which the applicable Permitted Acquisition or the Permitted HMA Transaction, as the case may be, was consummated and (B) result from (1) a change in accounting policies or (2) a revision in the estimated value of such assets), and minus

(b) without duplication, (i) non-recurring gains and (ii) all cash payments made during such period on account of reserves, restructuring charges and other non-cash charges added to Consolidated Net Income pursuant to clause (a)(xiv) (other than any such non-cash charges that if originally paid in cash and so not taken as non-cash charges would have been added to Consolidated Net Income above pursuant to clause (a)(xii)) in a previous period.

For purposes of determining Consolidated EBITDA under this Agreement, Consolidated EBITDA for the fiscal quarters ended December 31, 2012, March, 31, 2013, June 30, 2013 and September 30, 2013 shall be deemed to be $741,000,000, $718,000,000, $617,000,000 and $627,000,000, respectively (which amounts, for the avoidance of doubt shall be subject, without duplication, to add-backs and adjustments pursuant to this definition and shall give effect to calculations made on a pro forma basis in accordance with Section 1.03 that in each case may become applicable due to actions taken on or after the Third Restatement Effective Date after giving effect to the consummation of the Permitted HMA Transaction).

"***Consolidated Interest Expense***" shall mean, for any period, the sum of (a) the interest expense paid in cash (including imputed interest expense in respect of Capital Lease Obligations and Synthetic Lease Obligations) of Parent, the Borrower and the

Subsidiaries for such period, net of interest income, determined on a consolidated basis in accordance with GAAP and (b) the dividends paid in cash during such period by Parent, the Borrower and the Subsidiaries on a consolidated basis in respect of Disqualified Stock, but excluding, however, to the extent otherwise included therein, (i) fees and expenses associated with the consummation of the Transactions and the Permitted HMA Transaction, (ii) annual agency fees paid to the Administrative Agent, (iii) costs associated with obtaining or unwinding any Hedging Agreements, (iv) fees and expenses associated with any investment permitted pursuant to Section 6.04, issuances of Equity Interests or Indebtedness, Permitted Receivables Transactions or amendments of any Indebtedness (whether or not consummated), (v) penalties and interest relating to Taxes and (vi) all non-recurring cash interest expense consisting of liquidated damages for failure to timely comply with registration rights obligations and financing fees. For purposes of the foregoing, interest expense shall be determined after giving effect to any net payments made or received by Parent, the Borrower or any Subsidiary with respect to interest rate Hedging Agreements.

"***Consolidated Net Income***" shall mean, for any period, the net income or loss ((i) excluding extraordinary gains and losses, and gains and losses arising from the proposed or actual disposition of material assets and (ii) excluding the cumulative effect of changes in accounting principles) of Parent, the Borrower and the Subsidiaries for such period determined on a consolidated basis in accordance with GAAP; *provided* that there shall be excluded the income of any Subsidiary to the extent that the declaration or payment of dividends or similar distributions by the Subsidiary of that income is not at the time permitted by operation of the terms of its charter or any agreement, instrument, judgment, decree, statute, rule or governmental regulation applicable to such Subsidiary. Notwithstanding the foregoing, the amount of any cash dividends paid by any Unrestricted Subsidiary and received by Parent, the Borrower or the Subsidiaries during any such period shall be included, without duplication, in the calculation of Consolidated Net Income for such period. There shall be excluded from Consolidated Net Income for any period (i) gains and losses, including unrealized gains and losses, for such period attributable to (v) the early extinguishment of Indebtedness, (w) discontinued operations, (x) facilities to be closed within one year of the date of recognition of such gain or loss, (y) obtaining or unwinding Hedging Agreements and (z) except as provided above, interests in Unrestricted Subsidiaries, (ii) all deferred financing costs written off or amortized and premiums paid or other expenses incurred directly in connection with any extinguishment of Indebtedness and any net gain (loss) from any write-off or forgiveness of Indebtedness, (iii) any (w) severance costs, relocation costs, integration and facilities opening costs, signing costs, retention or completion bonuses and transition costs made during such period in cash or reserves taken in connection with the Permitted HMA Transaction, (x) cash payments made or reserves taken during such period in respect of litigation that was pending against HMA or any of its subsidiaries prior to the Third Restatement Effective Date, (y) charges resulting from the termination of certain contracts in connection with the Permitted HMA Transaction and (z) costs and expenses incurred in connection with the sale, transfer or other disposition of the hospitals set forth on Schedule 1.01(g), in each case to the extent such costs, expenses, payments, reserves or charges would otherwise be deducted in the determination of Consolidated Net Income, *provided* that any reversal of a reserve excluded from Consolidated Net Income

in a prior period shall also be excluded from Consolidated Net Income, (iv) CVR Payments made during such period to the extent deducted in the determination of Consolidated Net Income and (v) the effects of purchase accounting adjustments to inventory, property, equipment and intangible assets and deferred revenue in component amounts required or permitted by GAAP, as a result of the Transactions, the Permitted HMA Transaction, any Permitted Acquisition or acquisition consummated before the Closing Date, or the amortization or write-off of any amounts thereof.

"***Contractual Obligation***" shall mean, as to any person, any provision of any security issued by such person or of any agreement, instrument or undertaking to which such person is a party or by which it or any of the property owned by it is bound.

"***Control***" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms " ***Controlling***" and "***Controlled***" shall have meanings correlative thereto.

"***Credit Event***" shall have the meaning assigned to such term in Section 4.01.

"***Credit Facilities***" shall mean the revolving credit, letter of credit and term loan facilities provided for by this Agreement.

"***Current Assets***" shall mean, at any time, the consolidated current assets (other than cash, cash equivalents and Permitted Investments and current and deferred tax assets) of Parent, the Borrower and the Subsidiaries.

"***Current Liabilities***" shall mean, at any time, the consolidated current liabilities of Parent, the Borrower and the Subsidiaries at such time, but excluding, without duplication, (a) the current portion of any long-term Indebtedness, (b) current accrued and deferred income taxes and accrued interest and (c) outstanding Revolving Loans.

"***CVR Payments***" shall have the meaning assigned to such term in the definition of Indebtedness.

"***Declined Proceeds***" shall have the meaning assigned to such term in Section 2.13(f).

"***Default***" shall mean any event or condition which upon notice, lapse of time or both would constitute an Event of Default.

"***Defaulting Lender***" shall mean any Lender that (a) defaults in its obligation to make any Loan or fulfill any obligation required to be made or fulfilled by it hereunder in the case of any funding requirement within two Business Days of the date such Loans were required to be funded hereunder, unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's good faith determination that one or more conditions precedent to funding (which conditions precedent, together with the applicable default, if any, shall be specifically identified in such writing) has not been satisfied, (b) has notified the Administrative Agent or any

Loan Party in writing that it does not intend to satisfy any such obligations or (c) has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, custodian, administrator, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business, appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, custodian, administrator, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business, appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment; *provided* that if a Lender would be a "Defaulting Lender" solely by reason of events relating to a parent company of such Lender or solely because a Governmental Authority has been appointed as receiver, conservator, trustee or custodian for such Lender, such Lender shall not be a "Defaulting Lender" if and for so long as such Lender confirms in writing, upon request by the Administrative Agent, that it will continue to comply with its obligations to make Loans and fulfill all other obligations required to be made and fulfilled by it hereunder.

"***Designated Non-Cash Consideration***" shall mean the fair market value (as determined in good faith by the Borrower) of non-cash consideration received by the Borrower or one of its Subsidiaries in connection with an Asset Sale that is so designated as Designated Non-Cash Consideration pursuant to an officer's certificate, setting forth the basis of such valuation, less the amount of cash or cash equivalents (including Permitted Investments) received in connection with a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration. A particular item of Designated Non-Cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with Section 6.05(b).

"***Disqualified Stock***" shall mean any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise (except (i) as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments or (ii) pursuant to any put option with respect to any Equity Interests of a Permitted Syndication Subsidiary granted in favor of any Permitted Syndication Transaction Partner), or is redeemable at the option of the holder thereof, in whole or in part, or requires the payment of any cash dividend or any other scheduled payment constituting a return of capital in cash (other than, in the case of Equity Interests of a Subsidiary issued to a Permitted Syndication Transaction Partner or held by a Subsidiary Guarantor, periodic distributions of available cash (determined in good faith by the Borrower)), in each case at any time on or prior to the first anniversary of the Latest Term Loan Maturity Date in effect at the time such Equity Interest is issued, or (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) Indebtedness or (ii)

any Equity Interest referred to in clause (a) above, in each case at any time prior to the first anniversary of the Latest Term Loan Maturity Date in effect at the time such Equity Interest is issued.

"***dollars***" or "***$***" shall mean lawful money of the United States of America.

"***Domestic Subsidiaries***" shall mean all Subsidiaries incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

"***Effective Yield***" shall mean, as of any date of determination with respect to any term loan, the sum of (i) the higher of (A) the "Adjusted LIBO rate" on such date for a deposit in dollars with a maturity of one month and (B) the "LIBOR floor", if any, with respect thereto as of such date, (ii) the interest rate margin as of such date, (with such interest rate margin to be determined by reference to the "Adjusted LIBOR rate") and (iii) the amount of original issue discount and upfront fees thereon (converted to yield assuming a four-year average life and without any present value discount but excluding any arrangement, structuring, syndication, commitment or other fees in connection therewith that are not shared with all providers of such financing).

n any commercial bank, insurance company, investment or mutual fund or other entity (but not any natural person) that is an "accredited investor" (as defined in Regulation D under the Securities Act of 1933, as amended) that extends credit or invests in bank loans as one of its businesses; *provided* that neither the Borrower nor any of its Affiliates shall be an Eligible Assignee.

"***Environmental Laws***" shall mean all former, current and future Federal, state, local and foreign laws (including common law), treaties, regulations, rules, ordinances, codes, decrees, judgments, directives, orders (including consent orders), and legally binding agreements in each case, relating to protection of the environment, natural resources, occupational health and safety or Hazardous Materials.

"***Environmental Liability***" shall mean all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses and costs (including administrative oversight costs, natural resource damages and remediation costs), whether contingent or otherwise, arising out of or relating to (a) compliance or non-compliance with any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment, recycling, arrangement for disposal, or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the presence or Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"***Equity Interests***" shall mean shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any person, and any option, warrant or other right entitling the holder thereof to purchase or otherwise acquire any such equity interest.

"***ERISA***" shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time.

"***ERISA Affiliate***" shall mean any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code, or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"***ERISA Event***" shall mean (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder, with respect to a Plan (other than an event for which the 30-day notice period is waived), (b) a failure by any Plan to meet the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan, in each case whether or not waived, (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA, of an application for a waiver of the minimum funding standard with respect to any Plan, (d) a determination that any Plan is, or is expected to be, in "at-risk" status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code), (e) the incurrence by Parent or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan or the withdrawal or partial withdrawal of the Borrower or any of its ERISA Affiliates from any Plan or Multiemployer Plan, (f) the receipt by Parent or any of its ERISA Affiliates from the PBGC or a plan administrator of any notice relating to the intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan, (g) the receipt by Parent or any of its ERISA Affiliates of any notice, or the receipt by any Multiemployer Plan from Parent or any of its ERISA Affiliates of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA or in endangered or critical status, within the meaning of Section 432 of the Code or Section 305 of ERISA, (h) the occurrence of a "prohibited transaction" with respect to which the Borrower or any of the Subsidiaries is a "disqualified person" (within the meaning of Section 4975 of the Code) or with respect to which the Borrower or any such Subsidiary could otherwise be liable or (i) any other event or condition with respect to a Plan or Multiemployer Plan that could result in liability of the Borrower or any Subsidiary.

"***Eurodollar***" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"***Event of Default***" shall have the meaning assigned to such term in Article VII.

"***Excess Cash Flow***" shall mean, for any fiscal year of Parent, the excess of (a) the sum, without duplication, of (i) Consolidated Net Income for such fiscal year, (ii) an amount equal to the amount of all non-cash charges or losses to the extent deducted in arriving at such Consolidated Net Income, (iii) an amount equal to the provision for Taxes based on income, profits or capital of Parent, the Borrower and the Subsidiaries, including Federal, foreign, state, franchise, excise and similar taxes and foreign withholding taxes paid or accrued during such period to the extent deducted in

arriving at such Consolidated Net Income, (iv) [reserved], (v) reductions to noncash working capital of Parent, the Borrower and the Subsidiaries for such fiscal year (*i.e.*, the decrease, if any, in Current Assets minus Current Liabilities from the beginning to the end of such fiscal year, excluding decreases resulting from the Permitted HMA Transaction or any Permitted Acquisition or disposition occurring during such fiscal year) and (vi) an amount equal to all anticipated payments deducted from Excess Cash Flow pursuant to clause (b)(vi) in any prior period that the Borrower has determined will not be made, or that were not made during the applicable four fiscal quarter period, and that have not previously been added back to Excess Cash Flow pursuant to this clause (a)(vi) over (b) the sum, without duplication, of (i) the amount of any Taxes (including penalties and interest) payable in cash by Parent, the Borrower and the Subsidiaries with respect to such fiscal year, (ii) Capital Expenditures made in cash during such fiscal year, except to the extent financed with the proceeds of Indebtedness (other than Revolving Loans), equity issuances, casualty proceeds or condemnation proceeds to the extent such proceeds would not be included in Consolidated Net Income, (iii) permanent repayments of Indebtedness (other than mandatory prepayments of Loans under Section 2.13 and Voluntary Prepayments) made in cash by Parent, the Borrower and the Subsidiaries during such fiscal year, but only to the extent that the Indebtedness so prepaid by its terms cannot be reborrowed or redrawn and such prepayments do not occur in connection with a refinancing of all or any portion of such Indebtedness, (iv) payments by Parent, the Borrower and the Subsidiaries during such fiscal year in respect of long-term liabilities of Parent, the Borrower and the Subsidiaries other than Indebtedness, (v) the aggregate amount of cash consideration paid by Parent, the Borrower and the Subsidiaries (on a consolidated basis) in connection with Permitted Acquisitions or other investments permitted pursuant to Section 6.04 (other than Section 6.04(b)), except to the extent any such Permitted Acquisition or investment is financed with the proceeds of Indebtedness (other than Revolving Loans) or equity issuances, to the extent such proceeds would not be included in Consolidated Net Income, (vi) the aggregate amount of cash consideration required to be paid by Parent, the Borrower and the Subsidiaries (on a consolidated basis) in the subsequent first four fiscal quarters following such fiscal year pursuant to binding contracts related to Permitted Acquisitions and Capital Expenditures entered into during such fiscal year, (vii) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by Parent, the Borrower or the Subsidiaries during such period that are required to be made in connection with any prepayment of Indebtedness to the extent not deducted in determining Consolidated Net Income for such fiscal year, (viii) cash expenditures in respect of Hedging Agreements to the extent not deducted in determining Consolidated Net Income for such fiscal year, (ix) additions to noncash working capital for such fiscal year ( *i.e.*, the increase, if any, in Current Assets minus Current Liabilities from the beginning to the end of such fiscal year, excluding increases resulting from any Permitted Acquisition or disposition occurring during such fiscal year or the Permitted HMA Transaction), (x) an amount equal to the amount of all non-cash credits or gains to the extent included in arriving at such Consolidated Net Income and the amount related to items that were added to or not deducted from net income or loss in calculating Consolidated Net Income to the extent such items represented a cash payment or cash expenditure (which had not reduced Excess Cash Flow in a prior fiscal year) and (xi) the aggregate amount of cash expenditures paid by Parent, the Borrower and the

Subsidiaries (on a consolidated basis) pursuant to Section 6.06(iii), (v) and (ix) (except to the extent any such cash expenditure is financed with the proceeds of Indebtedness (other than Revolving Loans) or equity issuances, to the extent such proceeds would not be included in Consolidated Net Income); *provided* that in no event shall the calculation of Excess Cash Flow include any insurance proceeds or proceeds of any condemnation, taking or similar occurrence.

"***Excluded Taxes***" shall mean, with respect to the Administrative Agent, any Lender, the Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction described in clause (a) above and (c) in the case of the Administrative Agent or a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 2.21(a)), any withholding tax that is imposed on amounts payable to such Administrative Agent or Foreign Lender as a result of any law in effect (including FATCA) at the time such Administrative Agent or Foreign Lender becomes a party to this Agreement (or designates a new lending office) or is attributable to such Administrative Agent or Foreign Lender's failure to comply with Section 2.20(e), except to the extent that such Administrative Agent or Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 2.20(a).

"***Existing Credit Agreement***" shall have the meaning assigned to such term in the Preliminary Statement.

"***Existing Letter of Credit***" shall mean each Letter of Credit (a) previously issued for the account of HMA that was outstanding on the Third Restatement Effective Date and is listed on Schedule 1.01(a) or (b) that was issued for the account of the Borrower under the Existing Credit Agreement.

"***Extended OID***" shall have the meaning assigned to such term in Section 2.27.

"***Facility***" shall mean any Hospital, outpatient clinic, long-term care facility, ambulatory center, nursing home or rehabilitation center and related medical office building or other facility owned or used by the Borrower or any Subsidiary in connection with their respective business.

"***FATCA***" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement, and any regulations or official interpretations thereof issued after the date of this Agreement.

"***Federal Funds Effective Rate***" shall mean, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve

System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"***Fee Letter***" shall mean the Fee Letter dated March 16, 2007, among Parent, Credit Suisse Securities (USA) LLC, the Administrative Agent, Wachovia Capital Markets LLC, Wachovia Bank, National Association and Wachovia Investment Holdings, LLC.

"***Fees***" shall mean the Commitment Fees, the Administrative Agent Fees, the L/C Participation Fees and the Issuing Bank Fees.

"***Financial Officer***" of any person shall mean the chief financial officer, principal accounting officer, treasurer or controller of such person.

"***First Amended and Restated Credit Agreement***" shall have the meaning assigned to such term in the Preliminary Statement.

"***First Amendment and Restatement Agreement***" shall mean the Amendment and Restatement Agreement dated as of November 5, 2010, among Parent, the Borrower, the Subsidiary Guarantors party thereto, the Lenders party thereto and the Administrative Agent.

"***First Incremental Term Loan Assumption Agreement Date***" shall mean March 6, 2012.

"***First Incremental Term Loans***" shall have the meaning assigned to such term in the Preliminary Statement.

"***First Restatement Effective Date***" shall mean November 5, 2010.

"***Foreign Lender***" shall mean any Lender that is organized under the laws of a jurisdiction other than that in which the Borrower is located. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"***Foreign Subsidiary***" shall mean any Subsidiary that is not a Domestic Subsidiary.

"***GAAP***" shall mean United States generally accepted accounting principles.

"***Governmental Authority***" shall mean any Federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory body.

"***Granting Lender***" shall have the meaning assigned to such term in Section 9.04(i).

"***Guarantee***" of or by any person shall mean any obligation, contingent or otherwise, of such person guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other person (the "***primary obligor***") in any manner, whether directly or indirectly, and including any obligation of such person, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Indebtedness, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment of such Indebtedness or (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness; *provided*, *however*, that the term "Guarantee" shall not include (i) endorsements for collection or deposit in the ordinary course of business or (ii) Practice Guarantees. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount (based on the maximum reasonably anticipated net liability in respect thereof as determined by the Borrower in good faith) of the primary obligation or portion thereof in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated net liability in respect thereof (assuming such person is required to perform thereunder) as determined by the Borrower in good faith.

"***Guarantee and Collateral Agreement***" shall mean the Guarantee and Collateral Agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010, among the Borrower, Parent, the Subsidiaries party thereto and the Collateral Agent for the benefit of the Secured Parties.

"***Guarantors***" shall mean Parent and the Subsidiary Guarantors.

"***Hazardous Materials***" shall mean (a) any petroleum products or byproducts and all other hydrocarbons, coal ash, radon gas, asbestos and asbestos-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, chlorofluorocarbons and all other ozone-depleting substances, medical, biological and animal wastes and (b) without limitation of the foregoing, any other chemical, material, substance or waste that is prohibited, limited or regulated by or pursuant to any Environmental Law.

"***Health Care Associates***" shall have the meaning assigned to such term in Section 6.04(e).

"***Hedging Agreement***" shall mean any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

"***HMA***" shall have the meaning assigned to such term in the Preliminary Statement.

"***HMA Acquisition Costs***" shall mean those amounts incurred (i) to pay the consideration required to be paid by the Borrower on the Third Restatement Effective Date pursuant to the HMA Merger Agreement, (ii) to pay the fees and expenses incurred

in connection with the Permitted HMA Transaction, the issuance of the New Notes, the HMA Refinancing, the payment of the HMA Acquisition Costs, the amendment and restatement of the Existing Credit Agreement in the form hereof and the other transactions contemplated by the Third Amendment and Restatement Agreement and (iii) to pay for the HMA Refinancing.

"***HMA Indentures***" shall mean each of the Indenture, dated as of April 21, 2006, between HMA and U.S. Bank National Association pertaining to HMA's 6.125% Senior Notes due 2016, the Indenture, dated as of May 21, 2008, between HMA and U.S. Bank, National Association pertaining to HMA's 3.75% Convertible Senior Subordinated Notes due 2028, and the Indenture, dated as of November 18, 2011, among HMA, each of the subsidiary guarantors party thereto and U.S. Bank, National Association pertaining to HMA's 7.375% Senior Notes due 2020, in each case as the same may be amended, restated, substituted, replaced, refinanced, supplemented or otherwise modified from time to time.

"***HMA Merger Agreement***" shall have the meaning assigned to such term in the Preliminary Statement.

"***HMA Refinancing***" shall mean (i) the prepayment in full of all the First Incremental Term Loans, all the Non-Extended Term Loans and all the Extended Term Loans (each as defined in the Existing Credit Agreement) that are not converted to either 2021 Term D Loans or 2017 Term E Loans on the Third Restatement Effective Date, the termination of all the Revolving Credit Commitments (as defined in the Existing Credit Agreement), the repayment of all outstanding Revolving Loans (as defined in the Existing Credit Agreement) and the establishment of replacement Revolving Credit Commitments in an aggregate principal amount of $1,000,000,000 and the payment of all fees, interest and other amounts due and payable pursuant to the Existing Credit Agreement or this Agreement on or prior to the Third Restatement Effective Date, including, to the extent invoiced, reimbursement or payment of all out of pocket expenses required to be reimbursed or paid by the Borrower under the Third Amendment and Restatement Agreement and (ii) the repayment of certain Indebtedness of HMA.

"***Hospital***" shall mean each hospital now or hereafter owned, leased or operated by the Borrower or any of the Subsidiaries or in which the Borrower or any of the Subsidiaries owns an equity interest. Set forth on Schedule 1.01(d) is a list of all Hospitals in existence on the Second Restatement Effective Date owned or used by the Borrower and the Subsidiaries.

"***Increasing Revolving Credit Lender***" shall have the meaning assigned to such term in Section 2.26(a).

"***Incremental Acquisition Revolving Credit Commitment Increase*** " shall mean a Revolving Credit Commitment Increase designated as an "Incremental Acquisition Revolving Credit Commitment Increase" by the Borrower, the Administrative Agent and the applicable Increasing Revolving Credit Lenders in the applicable Revolving Credit Commitment Increase Amendment, the effectiveness of which is conditioned upon the

consummation of a Permitted Acquisition (including the refinancing of Indebtedness in connection therewith (to the extent required in connection with such Permitted Acquisition) and the payment of related fees and expenses).

"***Incremental Acquisition Term Loan***" shall mean an Incremental Term Loan designated as an "Incremental Acquisition Term Loan" by the Borrower, the Administrative Agent and the applicable Incremental Term Lenders in the applicable Incremental Term Loan Assumption Agreement, the making of which is conditioned upon the consummation of, and the proceeds of which will be used to finance, a Permitted Acquisition (including the refinancing of Indebtedness in connection therewith and the payment of related fees and expenses).

"***Incremental Amount***" shall mean, at any time, the excess, if any, of (a) the greater of (x) $1,500,000,000 and (y) an amount equal to the maximum principal amount of Indebtedness that, if fully drawn at such time, would not cause the Secured Net Leverage Ratio to exceed 4.00:1.00 (calculated on a pro forma basis in accordance with Section 1.03 after giving effect to the incurrence of such Indebtedness and without giving effect to any cash proceeds thereof, but including the application of such proceeds) over (b) the sum of (i) the aggregate amount of all Incremental Term Loan Commitments established after the Third Restatement Effective Date and prior to such time pursuant to Section 2.24 (whether in respect of Other Term Loans, Other Term A Loans or otherwise), (ii) the aggregate amount of all Revolving Credit Commitment Increases established after the Third Restatement Effective Date and prior to such time pursuant to Section 2.26, (iii) the aggregate amount of all revolving credit commitments established after the Third Restatement Effective Date and prior to such time in accordance with Section 6.01(r) and (iv) the aggregate principal amount of Indebtedness incurred pursuant to Section 6.01(w) after the Third Restatement Effective Date and prior to such time; *provided*, *however*, that, to the extent the proceeds of any Incremental Term Loans or any Alternative Incremental Facility Indebtedness are used concurrently with the incurrence thereof to prepay then-outstanding Term Loans, the establishment of such Incremental Term Loan Commitments or the incurrence of such Alternative Incremental Facility Indebtedness, as the case may be, shall not reduce the Incremental Amount. In furtherance of and not limiting the foregoing, the aggregate amount of all Incremental Term Loan Commitments established after the Third Restatement Effective Date pursuant to Section 2.24 in respect of Other Term A Loans shall not exceed an amount equal to the sum of (A) the greater of (x) $750,000,000 and (y) an amount equal to 50% of Consolidated EBITDA for the most recent period of four fiscal quarters for which financial statements have been delivered pursuant to Section 5.04(a) or (b) (calculated on a pro forma basis in accordance with Section 1.03) and (B) the aggregate principal amount of Other Term A Loans incurred after the Third Restatement Effective Date to the extent the proceeds of such Other Term A Loans are used concurrently with the incurrence thereof to prepay then-outstanding 2019 Term A Loans or Other Term A Loans.

"***Incremental Term Borrowing***" shall mean a Borrowing comprised of Incremental Term Loans.

"***Incremental Term Lender***" shall mean a Lender with an Incremental Term Loan Commitment or an outstanding Incremental Term Loan.

"***Incremental Term Loan Assumption Agreement***" shall mean an Incremental Term Loan Assumption Agreement among, and in form and substance reasonably satisfactory to, the Borrower, the Administrative Agent and one or more Incremental Term Lenders.

"***Incremental Term Loan Commitment***" shall mean the commitment of any Lender, established pursuant to Section 2.24, to make Incremental Term Loans to the Borrower.

"***Incremental Term Loan Maturity Date***" shall mean the final maturity date of any Incremental Term Loan, as set forth in the applicable Incremental Term Loan Assumption Agreement.

"***Incremental Term Loan Repayment Dates***" shall mean the dates scheduled for the repayment of principal of any Incremental Term Loan, as set forth in the applicable Incremental Term Loan Assumption Agreement.

"***Incremental Term Loans***" shall mean Term Loans made by one or more Lenders to the Borrower pursuant to Section 2.01(c). Incremental Term Loans may be made in the form of additional 2021 Term D Loans or, to the extent permitted by Section 2.24 and provided for in the relevant Incremental Term Loan Assumption Agreement, Other Term Loans.

"***Indebtedness***" of any person shall mean, without duplication, (a) all obligations of such person for borrowed money or with respect to deposits or advances of any kind (other than customer deposits and interest payable thereon in the ordinary course of business), (b) all obligations of such person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such person under conditional sale or other title retention agreements relating to property or assets purchased by such person, (d) all obligations of such person issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable and accrued obligations incurred in the ordinary course of business and deferred payment for services to employees or former employees incurred in the ordinary course of business and payable in accordance with customary practices and other deferred compensation arrangements), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such person, whether or not the obligations secured thereby have been assumed, (f) all Guarantees by such person of Indebtedness of others, (g) all Capital Lease Obligations and Synthetic Lease Obligations of such person, (h) all obligations of such person as an account party in respect of letters of credit, (i) all obligations of such person in respect of bankers' acceptances, (j) all obligations of such person pursuant to any Permitted Receivables Transaction and (k) the aggregate liquidation preference of all outstanding Disqualified Stock issued by such person; *provided* that in all cases (v) contingent value rights issued in connection with the Permitted HMA Transaction (any payments made

pursuant to such contingent value rights being referred to herein as the " ***CVR Payments***"), (w) Practice Guarantees, (x) earnouts, unless not paid after becoming due and payable, and working capital adjustments under acquisition or disposition agreements, (y) deferred or prepaid revenue and (z) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller, shall be excluded from the definition of "Indebtedness". The Indebtedness of any person shall include the Indebtedness of any partnership in which such person is a general partner.

"***Indemnified Taxes***" shall mean Taxes other than Excluded Taxes.

"***Interest Coverage Ratio***" shall mean, for any period, the ratio of (a) Consolidated EBITDA for such period to (b) Consolidated Interest Expense for such period.

"***Interest Payment Date***" shall mean (a) with respect to any ABR Loan, the last Business Day of each March, June, September and December, and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months' duration been applicable to such Borrowing.

"***Interest Period***" shall mean, with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day (or, if there is no numerically corresponding day, on the last day) in the calendar month that is 1, 2, 3 or 6 months thereafter or, with the consent of each applicable Lender, 12 months thereafter, as the Borrower may elect; *provided*, *however*, that if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day. Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"***Issuing Bank***" shall mean, as the context may require, except as provided in the last sentence of Section 2.23(a), (a) Wells Fargo Bank, N.A., acting through any of its Affiliates or branches, in its capacity as an issuer of Letters of Credit hereunder, (b) with respect to each Existing Letter of Credit, the Lender that issued such Existing Letter of Credit, and (c) any other Lender that may become an Issuing Bank pursuant to Section 2.23(i) or 2.23(k), with respect to Letters of Credit issued by such Lender. The Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates or branches of the Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate or branch with respect to Letters of Credit issued by such Affiliate or branch.

"***Issuing Bank Fees***" shall have the meaning assigned to such term in Section 2.05(c).

"***Junior Lien Intercreditor Agreement***" shall mean any intercreditor agreement, collateral trust agreement or similar agreement governing the relative priorities of the holders of the Obligations and Other Senior Secured Debt, on the one hand, and the holders of Other Junior Secured Debt, on the other hand, provided that such agreement (a) provides for such Indebtedness to be secured by Liens on the Collateral having junior priority to the Liens securing the Obligations and (b) is otherwise on terms reasonably acceptable to the Administrative Agent and the Borrower.

"***Latest Term Loan Maturity Date***" shall mean, at any date of determination, the latest maturity date applicable to any Term Loans or Term Loan Commitment hereunder at such time.

"***L/C Commitment***" shall mean the commitment of the Issuing Bank to issue Letters of Credit pursuant to Section 2.23.

"***L/C Disbursement***" shall mean a payment or disbursement made by the Issuing Bank pursuant to a Letter of Credit.

"***L/C Exposure***" shall mean at any time the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time and (b) the aggregate amount of all L/C Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The L/C Exposure of any Revolving Credit Lender at any time shall equal its Pro Rata Percentage of the aggregate L/C Exposure at such time.

"***L/C Participation Fee***" shall have the meaning assigned to such term in Section 2.05(c).

"***Lenders***" shall mean (a) the persons listed on Schedule 2.01 (other than any such person that has ceased to be a party hereto pursuant to an Assignment and Acceptance) and (b) any person that has become a party hereto pursuant to an Assignment and Acceptance or a Revolving Accession Agreement.

"***Letter of Credit***" shall mean any letter of credit issued pursuant to Section 2.23 and any Existing Letter of Credit.

"***Leverage Ratio***" shall mean, on any date, the ratio of Total Debt on such date to Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such date for which financial statements have been delivered (or were required to be delivered) pursuant to Section 5.04(a) or (b). In any period of four consecutive fiscal quarters in which any Permitted Acquisition, the Permitted HMA Transaction or any Significant Asset Sale occurs, the Leverage Ratio shall be determined on a pro forma basis in accordance with Section 1.03.

"***LIBO Rate***" shall mean, with respect to any Eurodollar Borrowing for any Interest Period, the rate per annum determined by the Administrative Agent at

approximately 11:00 a.m. (London time) on the date that is two Business Days prior to the commencement of such Interest Period by reference to the British Bankers' Association Interest Settlement Rates (or to any replacement publicly available market convention therefor selected by the Administrative Agent) for deposits in dollars (as set forth by any service selected by the Administrative Agent that has been nominated by the British Bankers' Association or any successor thereof as an authorized information vendor for the purpose of displaying such rates) for a period equal to such Interest Period; *provided* that in no event shall the LIBO Rate be less than, in the case of 2021 Term D Loans, 1.00%; *provided further* that, to the extent that an interest rate is not ascertainable pursuant to the foregoing provisions of this definition, the "LIBO Rate" shall be the interest rate per annum determined by the Administrative Agent to be the average of the rates per annum at which deposits in dollars are offered for such relevant Interest Period to major banks in the London interbank market in London, England by the Administrative Agent at approximately 11:00 a.m. (London time) on the date that is two Business Days prior to the beginning of such Interest Period.

"***Lien***" shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, encumbrance, charge or security interest in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset. For the avoidance of doubt, the term "Lien" shall not be deemed to include any license of intellectual property.

"***Loan Documents***" shall mean this Agreement, the First Amendment and Restatement Agreement, the Second Amendment and Restatement Agreement, the Third Amendment and Restatement Agreement, the Letters of Credit, the Security Documents, each Incremental Term Loan Assumption Agreement, any Pari Passu Intercreditor Agreement, any Junior Lien Intercreditor Agreement, any Loan Modification Agreement, any Revolving Accession Agreement, any Revolving Credit Commitment Increase Amendment and the promissory notes, if any, executed and delivered pursuant to Section 2.04(e).

"***Loan Modification Agreement***" shall mean a Loan Modification Agreement in form and substance reasonably satisfactory to the Administrative Agent and the Borrower, among the Borrower, the other Loan Parties, one or more Accepting Lenders and the Administrative Agent.

"***Loan Modification Offer***" shall have the meaning specified in Section 2.25(a).

"***Loan Parties***" shall mean Parent, the Borrower and the Guarantors.

"***Loans***" shall mean the Revolving Loans and the Term Loans.

"***Margin Stock***" shall have the meaning assigned to such term in Regulation U.

"***Material Adverse Effect***" shall mean (a) a materially adverse effect on the business, assets, operations, financial condition or operating results of the Borrower and the Subsidiaries, taken as a whole, (b) a material impairment of the ability of the Loan

Parties, taken as a whole, to perform their obligations under the Loan Document to which they are or will be a party or (c) a material impairment of the rights and remedies of or benefits available to the Lenders under the Loan Documents.

"***Material Indebtedness***" shall mean Indebtedness (other than the Loans and Letters of Credit and intercompany loans), or obligations in respect of one or more Hedging Agreements, of any one or more of Parent, the Borrower or any Subsidiary in an aggregate principal amount exceeding $125,000,000. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of Parent, the Borrower or any Subsidiary in respect of any Hedging Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that Parent, the Borrower or such Subsidiary would be required to pay if such Hedging Agreement were terminated at such time.

"***Material Subsidiary***" shall mean any Subsidiary other than any (a) Permitted Joint Venture Subsidiary, (b) Permitted Syndication Subsidiary, (c) Securitization Subsidiary, (d) Foreign Subsidiary, (e) Captive Insurance Subsidiary or (f) Non-Significant Subsidiary.

"***Maturity Trigger***" shall mean, and shall be deemed to have occurred if, on any applicable date of determination with respect to the 2017 Term E Loans, the 2018 Notes, the 2019 Notes or the 2020 Notes, as the case may be, the aggregate principal amount of outstanding 2017 Term E Loans, 2018 Notes, 2019 Notes or 2020 Notes with respect to which the Maturity Trigger is being tested is greater than or equal to $125,000,000. For purposes of determining whether a Maturity Trigger has occurred (a) with respect to the Revolving Credit Maturity Date or the 2019 Term A Maturity Date, any refinancing ("***Refinanced Indebtedness***") of 2017 Term E Loans, 2018 Notes, 2019 Notes or 2020 Notes shall be deemed to continue to be, as applicable, 2017 Term E Loans, 2018 Notes, 2019 Notes or 2020 Notes, if such Refinanced Indebtedness has a maturity date prior to the date that is ninety-one (91) days after the date that is five years after the Third Restatement Effective Date, or (b) with respect to the 2021 Term D Maturity Date, Refinanced Indebtedness shall be deemed to continue to be, as applicable, 2017 Term E Loans, 2018 Notes, 2019 Notes or 2020 Notes, if such Refinanced Indebtedness has a maturity date prior to the date that is ninety-one (91) days after the date that is seven years after the Third Restatement Effective Date.

"***Moody's***" shall mean Moody's Investors Service, Inc., or any successor thereto.

"***Mortgaged Properties***" shall mean, initially, the owned real properties of the Loan Parties specified on Schedule 1.01(c), and shall include each other parcel of real property and improvements thereto with respect to which a Mortgage is granted pursuant to Section 5.12.

"***Mortgages***" shall mean the mortgages, deeds of trust, assignments of leases and rents, modifications and other security documents delivered pursuant to clause (i) of Section 4.02(g) of the Original Credit Agreement, Section 6(g) of the First Amendment and Restatement Agreement or Section 7(b) or 7(c) of the Third Amendment and

Restatement Agreement or pursuant to Section 5.12 of the Original Credit Agreement, the First Amended and Restated Credit Agreement, the Existing Credit Agreement or this Agreement, each substantially in the form of Exhibit D.

"***Multiemployer Plan***" shall mean a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"***Net Cash Proceeds***" shall mean (a) with respect to any Asset Sale (other than Receivables sold in a Permitted Receivables Transaction), the aggregate cash proceeds received in respect of such Asset Sale, and any cash payments received in respect of promissory notes or other non-cash consideration delivered in respect of such Asset Sale, net of (without duplication) (i) the reasonable expenses (including legal fees and brokers' and underwriters' commissions paid to third parties which are not Subsidiaries or Affiliates of Parent) incurred in effecting such Asset Sale, (ii) any taxes reasonably attributable to such Asset Sale and, in the case of an Asset Sale in a foreign jurisdiction, any taxes reasonably attributable to the repatriation of the proceeds of such Asset Sale reasonably estimated by the Borrower to be actually payable, (iii) any amounts payable to a Governmental Authority triggered as a result of any such Asset Sale, (iv) any Indebtedness or Contractual Obligation of Parent, the Borrower and the Subsidiaries (other than the Loans, other Obligations and any Other Senior Secured Debt) required to be paid or retained in connection with such Asset Sale and (v) the aggregate amount of reserves required in the reasonable judgment of the Borrower or the applicable Subsidiary to be maintained on the books of the Borrower or such Subsidiary in order to pay contingent liabilities with respect to such Asset Sale (so long as amounts deducted from aggregate proceeds pursuant to this clause (v) and not actually paid by the Borrower or any of the Subsidiaries in liquidation of such contingent liabilities shall be deemed to be Net Cash Proceeds received at such time as such contingent liabilities shall cease to be obligations of the Borrower or any of the Subsidiaries); *provided*, *however*, that if (x) the Borrower intends to reinvest such proceeds in assets of a kind then used or usable in the business of the Borrower and the Subsidiaries or in Permitted Acquisitions or other investments permitted pursuant to Section 6.04 (other than Section 6.04(b)) within 15 months of receipt of such proceeds and (y) no Default or Event of Default shall have occurred and shall be continuing at the time of such receipt, such proceeds (but not to exceed $1,000,000,000 in the aggregate in the case of all such Asset Sales occurring after the Third Restatement Effective Date) shall not constitute Net Cash Proceeds except to the extent not so used at the end of such 15-month period, at which time such proceeds shall be deemed to be Net Cash Proceeds; *provided further* that if during such 15-month period Parent, the Borrower or a Subsidiary enters into a written agreement committing it to so apply all or a portion of such proceeds, such 15-month period will be extended with respect to the amount of proceeds for an additional six months, at which time such proceeds shall be deemed to be Net Cash Proceeds; (b) with respect to any issuance or incurrence of Indebtedness (other than Indebtedness incurred pursuant to any Receivables Transaction), the cash proceeds thereof, net of all taxes and customary fees, commissions, costs and other expenses incurred in connection therewith; and (c) with respect to any sale of Receivables in a Receivables Transaction, the initial cash proceeds thereof (and any subsequent cash proceeds therefrom to the extent resulting from an increase in the Receivables Transaction Amount above the highest previous Receivables Transaction Amount balance), in each case received by the applicable originators net of all taxes and customary fees, commissions, costs and other expenses incurred in connection therewith.

"***New Notes***" shall have the meaning assigned to such term in the Preliminary Statement.

"***New Loan Margin***" shall have the meaning assigned to such term in Section 2.27.

"***New Term Loan***" shall mean any Pari Passu Debt in the form of term loans secured by Liens on the Collateral having the same priority as the Liens securing the Term Loans (but excluding, for the avoidance of doubt, any Incremental Term Loans), made to Parent or any of its subsidiaries, the proceeds of which will be used to finance, in whole or in part, one or more Permitted Acquisitions.

"***New Term Loan OID***" shall have the meaning assigned to such term in Section 2.27.

"***New Term Loan Yield Differential***" shall have the meaning assigned to such term in Section 2.27.

"***Non-Significant Subsidiary***" shall mean at any time, any Subsidiary (a) which at such time has total assets book value (including the total assets book value of any subsidiaries of such Subsidiary), or for which the Borrower or any of the Subsidiaries shall have paid (including the assumption of Indebtedness) in connection with the acquisition of Equity Interests or the total assets of such Subsidiary, less than $10,000,000 or (b) which does not and will not itself or through its subsidiaries own a Hospital or an interest in a Hospital or manage or operate a Hospital and which is listed on Schedule 1.01(d) hereto (or on any updates to such Schedule subsequently furnished by the Borrower to the Administrative Agent) as a "Non-Significant Subsidiary", *provided* that the total assets of all Non-Significant Subsidiaries at any time does not exceed 5.0% of the total assets of Parent, the Borrower and the Subsidiaries on a consolidated basis.

"***Notice of Increase***" shall have the meaning assigned to such term in Section 2.26(a).

"***Obligations***" shall mean all obligations defined as "Bank Loan Obligations" in the Guarantee and Collateral Agreement and the other Security Documents.

"***Original Credit Agreement***" shall have the meaning assigned to such term in the Preliminary Statement.

"***Other Junior Secured Debt***" shall mean Indebtedness secured by Liens on the Collateral having a priority junior to that of the Liens securing the Obligations.

"***Other Senior Secured Debt***" shall mean Pari Passu Debt and Alternative Incremental Facility Indebtedness, in each case secured by Liens on the Collateral having the same priority as the Liens securing the Obligations.

"***Other Taxes***" shall mean any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Loan Document.

"***Other Term A Loans***" shall mean Other Term Loans (a) which amortize at a rate per annum of not less than 5.00% in each period of four consecutive fiscal quarters commencing on or after the funding of such Other Term Loans and ending on or prior to the applicable Incremental Term Loan Maturity Date and (b) which have a weighted average life to maturity, when incurred, of five years or less.

"***Other Term Loans***" shall have the meaning assigned to such term in Section 2.24(a).

"***Pari Passu Debt***" shall mean Indebtedness which (a) is issued, incurred, created, assumed or guaranteed by any Loan Party, (b) is not an obligation of, or otherwise Guaranteed by, any Subsidiary of Parent that is not a Loan Party, (c) is not secured by any Lien on any asset of Parent, the Borrower or any Subsidiary other than any asset constituting Collateral, (d) does not amortize at a rate per annum in excess of 1.00% during any period of four consecutive fiscal quarters commencing on or after the date such Pari Passu Debt is incurred by any Loan Party, (e) is subject to a Pari Passu Intercreditor Agreement and (f) is issued, incurred, created or assumed (i) to finance, or otherwise in connection with, a Permitted Acquisition, (ii) in order to extend, renew, refinance or replace existing Pari Passu Debt, *provided* that (A) the principal amount of such Pari Passu Debt is not increased (except by an amount not to exceed (1) the amount of unpaid accrued interest and premium on the existing Pari Passu Debt so extended, renewed, refinanced or replaced, plus (2) other reasonable amounts paid and fees and expenses incurred in connection with such extension, renewal, refinancing or replacement) and (B) neither the final maturity nor the weighted average life to maturity of such Pari Passu Debt is decreased thereby or (iii) in order to obtain Net Cash Proceeds, 100% of which (if not used in the manner set forth in the foregoing clauses (i) and (ii)) are used by the Borrower, not later than the fifth Business Day following the receipt thereof, to prepay outstanding Term Loans in the manner set forth in Section 2.13(g).

"***Pari Passu Debt Obligations***" shall have the meaning assigned to such term in the Guarantee and Collateral Agreement.

"***Pari Passu Intercreditor Agreement***" shall mean any intercreditor agreement, collateral trust agreement or similar agreement governing the relative priorities of the holders of the Obligations, on the one hand, and the holders of the Pari Passu Debt Obligations, on the other hand, provided that such agreement (a) contains terms that are not less favorable to the holders of the Obligations than to the holders of the Pari Passu Debt Obligations, (b) provides for the Pari Passu Debt Obligations to be secured by Liens

on the Collateral having the same priority as, or junior priority to, the Liens securing the Obligations and (c) is otherwise on terms reasonably acceptable to the Administrative Agent and the Borrower.

"***PBGC***" shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"***Pension Act***" shall mean the Pension Protection Act of 2006, as amended from time to time.

"***Permitted Acquisition***" shall have the meaning assigned to such term in Section 6.04(h).

"***Permitted Additional Debt***" of any Loan Party shall mean any unsecured Indebtedness of such Loan Party or an unsecured or subordinated Guarantee of or by such Loan Party, in each case which (a) matures on or after, and requires no scheduled payments of principal prior to, the date that is ninety-one (91) days after the Latest Term Loan Maturity Date in effect at the time such Indebtedness is incurred (which, in the case of bridge loans, shall be determined by reference to the loans or notes into which such bridge loans are converted at maturity) (other than pursuant to customary offers to purchase upon a change of control, payments required to prevent any such Indebtedness from being treated as an "applicable high yield discount obligation" within the meaning of Section 163(i)(1) of the Code, asset sale or event of loss and customary acceleration rights after an event of default), (b) contains no financial maintenance covenants unless such financial maintenance covenants are added to this Agreement for the benefit of the Lenders hereunder and (c) to the extent the same is subordinated to any Indebtedness, is subordinate or junior in right of payment to the Obligations, pursuant to a written agreement on terms customary for similar Indebtedness at the time of issuance.

"***Permitted Amendments***" shall have the meaning assigned to such term in Section 2.25(c).

"***Permitted Capital Expenditure Amount***" shall have the meaning assigned to such term in Section 6.11.

"***Permitted HMA Transaction***" shall have the meaning assigned to such term in the Preliminary Statement.

"***Permitted Interest Transfer***" shall mean a sale, issuance or other transfer of securities of a Subsidiary or of assets of any Subsidiary to a new Subsidiary, or sale, issuance or transfer of securities of a Subsidiary to another person if after such sale, issuance or other transfer, such Subsidiary shall meet the applicable requirements of the definition of "Permitted Joint Venture Subsidiary", "Non-Significant Subsidiary" or "Permitted Syndication Subsidiary"; *provided* that (a) the aggregate fair market value (determined at the time of and after giving effect to any Permitted Interest Transfer) of all Permitted Interest Transfers made to, or in connection with the establishment of, a Permitted Joint Venture shall not exceed $1,000,000,000 and (b) at the time of and after giving effect to any Permitted Interest Transfer the total book value of the assets,

calculated as of the date of the applicable Permitted Interest Transfer, of all Subsidiaries (other than Loan Parties) that become Permitted Joint Venture Subsidiaries or Permitted Syndication Subsidiaries after the Closing Date as a result of a Permitted Interest Transfer made after the Closing Date shall not exceed (i) 10% of the total book value of the assets of Parent, the Borrower and the Subsidiaries on a consolidated basis, calculated as of the date of the applicable Permitted Interest Transfer, in the case of Permitted Joint Venture Subsidiaries, and (ii) 10% of the total book value of the assets of Parent, the Borrower and the Subsidiaries on a consolidated basis, calculated as of the date of the applicable Permitted Interest Transfer, in the case of Permitted Syndication Subsidiaries.

"***Permitted Investments***" shall mean:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of acquisition thereof;

(b) investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody's;

(c) investments in certificates of deposit, banker's acceptances and time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, the Administrative Agent or any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof that has a combined capital and surplus and undivided profits of not less than $500,000,000;

(d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria of clause (c) above;

(e) investments in "money market funds" within the meaning of Rule 2a-7 of the Investment Company Act of 1940, as amended, substantially all of whose assets are invested in investments of the type described in clauses (a) through (d) above; and

(f) other short-term investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in investments of a type analogous to the foregoing.

"***Permitted Joint Venture Subsidiary***" shall mean a partially owned Subsidiary pursuant to which the Borrower or such Subsidiary conducts a Permitted Joint Venture.

"***Permitted Joint Ventures***" shall mean (a) acquisitions (by merger, purchase, lease (including any lease that contains upfront payments or buy out options) or otherwise), not constituting Permitted Acquisitions, by Parent, the Borrower or any of the Subsidiaries of interests in any of the assets of, or shares of the capital stock of or other Equity Interests in, a person or division or line of business of any person engaged in the

same business as the Borrower and the Subsidiaries or in a related business, (b) sales, issuances or other transfers of securities of a Subsidiary to a Person other than a Loan Party if after such sale, issuance or other transfer, such Subsidiary shall meet the applicable requirements of the definition of "Permitted Joint Venture Subsidiary" or (c) other investments in and loans and advances to Permitted Joint Venture Subsidiaries; *provided* that (x) no Default or Event of Default shall have occurred and be continuing and (y) except for the Permitted Joint Ventures listed on Schedule 1.01(e), to the extent the aggregate value of the investments, loans and advances made by Parent, the Borrower and the Subsidiaries in (including assets transferred to) any Permitted Joint Venture, in each case, measured as of the date of each such investment, loan or advance (net of any repayments or return of capital in respect thereof actually received in cash by Parent, the Borrower or the Subsidiaries (net of applicable Taxes) after the Closing Date) (the " ***Net Investment Amount***"), when added to the aggregate Net Investment Amounts of all Permitted Joint Ventures consummated after the Third Restatement Effective Date, would exceed $1,000,000,000, the Secured Net Leverage Ratio Condition would be satisfied.

"***Permitted Real Estate Indebtedness***" shall have the meaning assigned to such term in Section 6.01(f).

"***Permitted Receivables Transaction***" shall have the meaning assigned to such term in Section 6.05(b).

"***Permitted Syndication Subsidiary***" shall mean a partially owned Subsidiary of the Borrower which, after giving effect to a Permitted Syndication Transaction, owns, leases or operates the Hospital which is the subject of such Permitted Syndication Transaction.

"***Permitted Syndication Transaction***" shall have the meaning assigned to such term in Section 6.05(b).

"***Permitted Syndication Transaction Partner***" shall mean one or more persons (other than Parent, the Borrower or any Subsidiary) that owns a minority interest in a Permitted Syndication Subsidiary.

"***person***" shall mean any natural person, corporation, business trust, joint venture, association, company, limited liability company, partnership, Governmental Authority or other entity.

"***Plan***" shall mean any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, sponsored, maintained or contributed to by the Borrower or any ERISA Affiliate.

"***Platform***" shall have the meaning assigned to such term in Section 9.01.

"***Practice Guarantees***" shall mean admitting physician practice guarantees pursuant to which Parent, the Borrower or any of the Subsidiaries guarantees to pay an

admitting physician on the medical staff of a Hospital the difference between such admitting physician's monthly net revenue from professional fees and a minimum monthly guaranteed amount.

"***Prime Rate***" shall mean the rate of interest per annum determined from time to time by Credit Suisse AG as its prime rate in effect at its principal office in New York City and notified to the Borrower.

"***Pro Rata Percentage***" of any Revolving Credit Lender at any time shall mean the percentage of the Total Revolving Credit Commitment represented by such Lender's Revolving Credit Commitment. In the event the Revolving Credit Commitments shall have expired or been terminated, the Pro Rata Percentages shall be determined on the basis of the Revolving Credit Commitments most recently in effect, giving effect to any subsequent assignments.

"***Public Lender***" shall have the meaning assigned to such term in Section 9.01.

"***Qualified Capital Stock***" of any person shall mean any Equity Interest of such person that is not Disqualified Stock.

"***Receivables***" shall mean a right to receive payment arising from a sale or lease of goods or the performance of services by a person pursuant to an arrangement with another person by which such other person is obligated to pay for goods or services under terms that permit the purchase of such goods and services on credit, and all proceeds thereof and rights (contractual or other) and collateral related thereto, and shall include, in any event, any items of property that would be classified as accounts receivable on the balance sheet of the Borrower or any of the Subsidiaries prepared in accordance with GAAP or an "account", "chattel paper", an "instrument", a "general intangible" or a "payment intangible" under the Uniform Commercial Code as in effect in the State of New York and any "supporting obligations" or "proceeds" (as so defined) of any such items.

"***Receivables Transaction***" shall mean, with respect to the Borrower and/or any of the Subsidiaries, any transaction or series of transactions of sales, factoring or securitizations involving Receivables pursuant to which the Borrower or any Subsidiary may sell, convey or otherwise transfer to a Securitization Subsidiary or any other Person, and may grant a corresponding security interest in, any Receivables (whether now existing or arising in the future) of the Borrower or any Subsidiary, and any assets related thereto including collateral securing such Receivables, contracts and all Guarantees or other obligations in respect of such Receivables, the proceeds of such Receivables and other assets which are customarily transferred, or in respect of which security interests are customarily granted, in connection with sales, factoring or securitizations involving Receivables.

"***Receivables Transaction Amount***" shall mean (a) in the case of any Receivables securitization (but excluding any sale or factoring of Receivables), the amount of obligations outstanding under the legal documents entered into as part of such

Receivables securitization on any date of determination that would be characterized as principal if such Receivables securitization were structured as a secured lending transaction rather than as a purchase and (b) in the case of any sale or factoring of Receivables, the cash purchase price paid by the buyer in connection with its purchase of Receivables (including any bills of exchange) less the amount of collections received in respect of such Receivables and paid to such buyer, excluding any amounts applied to purchase fees or discount or in the nature of interest, in each case as determined in good faith and in a consistent and commercially reasonable manner by the Borrower (*provided* that if such method of calculation is not applicable to such sale or factoring of Receivables, the amount of Receivables Transaction Amount associated therewith shall be determined in a manner mutually acceptable to the Borrower and the Administrative Agent).

"***Received Exercise Proceeds Amount***" shall mean, as at any date of determination, an amount equal to (a) the aggregate net cash proceeds received by the Borrower in respect of any issuance of Equity Interests to employees or directors after the Closing Date, including payments in connection with the exercise of stock options, minus (b) the aggregate amount of all Restricted Payments made in reliance on Section 6.06(a)(viii) prior to such date.

"***Reference Margin***" shall have the meaning assigned to such term in Section 2.27.

"***Refinancing Incremental Term Loans***" shall mean any Incremental Term Loans incurred pursuant to Section 2.24, all of the proceeds of which are used concurrently with the incurrence thereof to prepay then-outstanding Term Loans.

"***Register***" shall have the meaning assigned to such term in Section 9.04(d).

"***Regulation T***" shall mean Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"***Regulation U***" shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"***Regulation X***" shall mean Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"***Related Fund***" shall mean, with respect to any Lender that is a fund or commingled investment vehicle that invests in bank loans, any other fund that invests in bank loans and is managed or advised by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

"***Related Parties***" shall mean, with respect to any specified person, such person's Affiliates and the respective directors, trustees, officers, employees, agents and advisors of such person and such person's Affiliates.

"***Release***" shall mean any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment or within or upon any building, structure, facility or fixture.

"***Repayment Date***" shall mean a 2017 Term E Loan Repayment Date, a 2019 Term A Loan Repayment Date, a 2021 Term D Loan Repayment Date or an Incremental Term Loan Repayment Date.

"***Replacement Capital Expenditures***" shall mean Capital Expenditures on or after the Closing Date made in connection with (i) the replacement of a Hospital as required by the agreements pursuant to which such Hospital, or the entity owning such Hospital, was acquired by the Borrower or any of the Subsidiaries from a third-party, whether pursuant to such agreement existing as of the Closing Date or entered into thereafter or (ii) the replacement of the Hospitals (owned, leased or operated by the Borrower or any of the Subsidiaries or in which the Borrower or any of the Subsidiaries owns an Equity Interest as of the Closing Date) in Birmingham, Alabama and Barstow, California.

"***Replacement Revolving Credit Facility***" shall have the meaning assigned to such term in Section 2.25(d).

"***Required Covenant Lenders***" shall mean, at any time, Lenders having 2019 Term A Loans, Other Term A Loans, Revolving Loans, L/C Exposure and unused Revolving Credit Commitments representing more than 50% of the sum of all 2019 Term A Loans, Other Term A Loans, Revolving Loans, L/C Exposure and unused Revolving Credit Commitments at such time; *provided* that the Revolving Loans, L/C Exposure and unused Revolving Credit Commitments of any Defaulting Lender shall be disregarded in the determination of the Required Covenant Lenders at any time.

"***Required Lenders***" shall mean, at any time, Lenders having Loans, L/C Exposure and unused Revolving Credit Commitments and Term Loan Commitments representing more than 50% of the sum of all Loans outstanding, L/C Exposure, unused Revolving Credit Commitments and Term Loan Commitments at such time; *provided* that the Revolving Loans, L/C Exposure and unused Revolving Credit Commitments of any Defaulting Lender shall be disregarded in the determination of the Required Lenders at any time.

"***Responsible Officer***" of any person shall mean any executive officer, executive vice president or Financial Officer of such person and any other officer or similar official thereof responsible for the administration of the obligations of such person in respect of this Agreement.

"***Restricted Indebtedness***" shall mean Indebtedness of Parent, the Borrower or any Subsidiary, the payment, prepayment, repurchase or defeasance of which is restricted under Section 6.09(b).

"***Restricted Payment***" shall mean any dividend or other distribution (whether in cash, securities or other property (other than Qualified Capital Stock of the person making such dividend or distribution)) with respect to any Equity Interests in Parent, the

Borrower or any Subsidiary, or any payment (whether in cash, securities or other property (other than Qualified Capital Stock of the person making such dividend or distribution)), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests in Parent, the Borrower or any Subsidiary (other than, in each case, capital contributions to, or the purchase of Equity Interests in, any Subsidiary).

"***Revolving Accession Agreement***" shall have the meaning assigned to such term in Section 2.26(a).

"***Revolving Credit Borrowing***" shall mean a Borrowing comprised of Revolving Loans.

"***Revolving Credit Commitment***" shall mean, with respect to each Lender, the commitment of such Lender to make Revolving Loans hereunder (and to acquire participations in Letters of Credit as provided for herein) as set forth on Schedule III to the Third Amendment and Restatement Agreement, or in the Assignment and Acceptance pursuant to which such Lender assumed its Revolving Credit Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 2.09, (b) increased from time to time pursuant to Section 2.26 and (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04.

"***Revolving Credit Commitment Fee***" shall have the meaning assigned to such term in Section 2.05(a).

"***Revolving Credit Commitment Fee Rate***" shall have the meaning assigned to such term in the definition of the term "Applicable Percentage".

"***Revolving Credit Commitment Increase***" shall have the meaning assigned to such term in Section 2.26(a).

"***Revolving Credit Commitment Increase Amendment***" shall have the meaning assigned to such term in Section 2.26(a).

"***Revolving Credit Exposure***" shall mean, with respect to any Lender at any time, the aggregate principal amount at such time of all outstanding Revolving Loans of such Lender, *plus* the aggregate amount at such time of such Lender's L/C Exposure.

"***Revolving Credit Lender***" shall mean a Lender with a Revolving Credit Commitment or an outstanding Revolving Loan.

"***Revolving Credit Maturity Date***" shall mean January 27, 2019; *provided* that the Revolving Credit Maturity Date shall instead be (a) October 26, 2016, if, on such date, the Maturity Trigger has occurred with respect to the 2017 Term E Loans, or (b) May 16, 2018, if, on such date, the Maturity Trigger has occurred with respect to the 2018 Notes; *provided further*, that, in each case, if any such day is not a Business Day, the Revolving Credit Maturity Date shall be the Business Day immediately preceding such day.

"***Revolving Loans***" shall mean the revolving loans made by the Lenders to the Borrower pursuant to Section 2.01(b).

"***S&P***" shall mean Standard & Poor's Ratings Service, or any successor thereto.

"***SEC***" shall mean the U.S. Securities and Exchange Commission or any Governmental Authority succeeding to any or all of its functions.

"***Second Amendment and Restatement Agreement***" shall mean the Second Amendment and Restatement Agreement dated as of the Second Restatement Effective Date among Parent, the Borrower, the Subsidiary Guarantors party thereto, the Lenders party thereto and the Administrative Agent.

"***Second Restatement Effective Date***" shall mean February 2, 2012.

"***Secured Net Leverage Ratio***" shall mean, on any date, the ratio of (a) (i) Total Secured Debt minus (ii) the aggregate amount of unrestricted cash, cash equivalents and Permitted Investments that is included on the consolidated balance sheet of Parent, the Borrower and the Subsidiaries on such date, to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such date for which financial statements have been delivered (or were required to be delivered) pursuant to Section 5.04(a) or (b). In any period of four consecutive fiscal quarters in which any Permitted Acquisition, the Permitted HMA Transaction or any Significant Asset Sale occurs, the Secured Net Leverage Ratio shall be determined on a pro forma basis in accordance with Section 1.03.

"***Secured Net Leverage Ratio Condition***" shall mean, on any date, after giving pro forma effect to any Specified Transaction to occur on such date as contemplated by Section 1.03, that the Secured Net Leverage Ratio shall not be greater than 4.00 to 1.0.

"***Secured Parties***" shall have the meaning assigned to such term in the Guarantee and Collateral Agreement.

"***Securitization Subsidiary***" shall mean any special purpose Subsidiary that acquires Receivables generated by the Borrower or any of the Subsidiaries and that engages in no operations or activities other than those related to a Permitted Receivables Transaction.

"***Security Documents***" shall mean the Mortgages, the Guarantee and Collateral Agreement and each of the security agreements, mortgages and other instruments and documents executed and delivered pursuant to any of the foregoing or pursuant to Section 5.12 or 9.20.

"***Senior Note Indenture***" shall mean each indenture under which Senior Notes are issued, as the same may be amended, restated, substituted, replaced, refinanced, supplemented or otherwise modified from time to time in accordance with Section 6.01(a).

"***Senior Notes***" shall mean the 2018 Notes, the 2019 Notes, the 2020 Notes, the 2021 Notes and the 2022 Notes, in each case, as the same may be amended, restated, substituted, replaced, refinanced, supplemented or otherwise modified from time to time in accordance with Section 6.01(a).

"***Shared Collateral Agent***" shall have the meaning assigned to such term in Section 9.20.

"***Significant Asset Sale***" shall mean the sale, transfer, lease or other disposition by Parent, the Borrower or any Subsidiary to any person other than the Borrower or a Subsidiary Guarantor of all or substantially all of the assets of, or a majority of the Equity Interests in, a person, or a division or line of business or other business unit of a person.

"***SPC***" shall have the meaning assigned to such term in Section 9.04(i).

"***Specified Representations***" shall mean the representations and warranties made in Sections 3.01, 3.02(a) and (b)(i)(A) and (B) (with respect to the Loan Documents), 3.03, 3.11, 3.12, 3.19, 3.22 and 3.23.

"***Specified Transaction***" shall mean (a) the consummation of a Permitted Acquisition or other acquisition permitted pursuant to Section 6.04, (b) the investment in a Permitted Joint Venture or an Unrestricted Subsidiary, (c) the consummation of the Permitted HMA Transaction or (d) the incurrence or assumption of Indebtedness pursuant to Section 6.01(m) or (v) and the use of proceeds thereof.

"***Spinout Subsidiary***" shall mean an Unrestricted Subsidiary that is formed for the purpose of acquiring property of Parent, the Borrower or any Subsidiary in connection with a Spinout Transaction.

"***Spinout Transaction***" shall mean, collectively, any series or combination of contributions, distributions and/or other transfers by Parent, the Borrower and/or any Subsidiary of property (including Equity Interests) owned by it to any Spinout Subsidiary (or to a Subsidiary in contemplation of the further contribution, distribution or other transfer of such property to any Spinout Subsidiary) and the ultimate distribution of the Equity Interests of an Ultimate Spinout Subsidiary to the equity holders of Parent; *provided* that (i) the aggregate Consolidated EBITDA attributable to all such property (including Equity Interests) so contributed, distributed or transferred (determined for each such contribution, distribution or other transfer at the time thereof and for the period of four consecutive fiscal quarters most recently ended on or prior to the date of the relevant contribution, distribution or other transfer for which financial statements have been delivered (or were required to be delivered) pursuant to Section 5.04(a) or (b)) shall not exceed in the aggregate for all such contributions, distributions and other transfers 15.0% of Consolidated EBITDA of Parent, the Borrower and the Subsidiaries for such period and (ii) after giving effect to such Spinout Transaction and the repayment of any Indebtedness in connection therewith, the Secured Net Leverage Ratio calculated on a pro forma basis shall not exceed the lesser of (x) 3.75 to 1.00 and (y) the Secured Net Leverage Ratio immediately prior to giving effect to such Spinout Transaction.

"***Statutory Reserves***" shall mean a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board and any other banking authority, domestic or foreign, to which the Administrative Agent or any Lender (including any branch, Affiliate or other fronting office making or holding a Loan) is subject for Eurocurrency Liabilities (as defined in Regulation D of the Board). Eurodollar Loans shall be deemed to constitute Eurocurrency Liabilities (as defined in Regulation D of the Board) and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D. Statutory Reserves shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"***subsidiary***" shall mean, as to any person, a corporation, partnership or other entity of which Equity Interests having ordinary voting power (other than Equity Interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, directly or indirectly, or the management of which is otherwise Controlled, directly or indirectly, or both, by such person.

"***Subsidiary***" shall mean any subsidiary of the Borrower; *provided*, *however*, that Unrestricted Subsidiaries shall be deemed not to be Subsidiaries for any purpose of this Agreement or the other Loan Documents.

"***Subsidiary Guarantor***" shall mean each Subsidiary listed on Schedule 1.01(b), and each other Subsidiary that is or becomes a party to the Guarantee and Collateral Agreement pursuant to Section 5.12 (it being understood and agreed that no (i) Foreign Subsidiary, (ii) Non-Significant Subsidiary, (iii) Permitted Syndication Subsidiary, (iv) Securitization Subsidiary, (v) Captive Insurance Subsidiary, (vi) Permitted Joint Venture Subsidiary or (vii) Subsidiary listed on Schedule 1.01(f), shall, in any case, be required to enter into the Guarantee and Collateral Agreement pursuant to Section 5.12, unless the Borrower elects to make any such Permitted Joint Venture Subsidiary a Subsidiary Guarantor).

"***Syndication Proceeds***" shall have the meaning assigned to such term in Section 6.05(b).

"***Syndication Transaction***" shall mean a transaction (or series of transactions) whereby the Borrower or a Subsidiary sells, transfers or otherwise disposes of part, but not all, of its interest in a Subsidiary that owns, leases or operates a Hospital to one or more third parties or of its interest in a Hospital to a partially owned Subsidiary.

"***Synthetic Lease***" shall mean, as to any person, any lease (including leases that may be terminated by the lessee at any time) of any property (whether real, personal or mixed) (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for U.S. federal income tax purposes, other than any such lease under which such person is the lessor.

"***Synthetic Lease Obligations***" shall mean, as to any person, an amount equal to the capitalized amount of the remaining lease payments under any Synthetic Lease that would appear on a balance sheet of such person in accordance with GAAP if such obligations were accounted for as Capital Lease Obligations.

"***Synthetic Purchase Agreement***" shall mean any swap, derivative or other agreement or combination of agreements pursuant to which Parent, the Borrower or any Subsidiary is or may become obligated to make (a) any payment in connection with a purchase by any third party from a person other than Parent, the Borrower or any Subsidiary of any Equity Interest or Restricted Indebtedness or (b) any payment (other than on account of a permitted purchase by it of any Equity Interest or Restricted Indebtedness) the amount of which is determined by reference to the price or value at any time of any Equity Interest or Restricted Indebtedness; *provided* that no phantom stock or similar plan providing for payments only to current or former directors, officers or employees of Parent, the Borrower or the Subsidiaries (or to their heirs and estates) shall be deemed to be a Synthetic Purchase Agreement.

"***Taxes***" shall mean any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

"***Term Borrowing***" shall mean a Borrowing comprised of 2019 Term A Loans, 2017 Term E Loans, 2021 Term D Loans or Incremental Term Loans.

"***Term Lender***" shall mean a Lender with a Term Loan Commitment or an outstanding Term Loan.

"***Term Loan Commitments***" shall mean the 2019 Term A Commitments, the 2017 Term E Commitments and the 2021 Term D Commitments. Unless the context shall otherwise require, the term "***Term Loan Commitments***" shall include the Incremental Term Loan Commitments.

"***Term Loans***" shall mean the 2019 Term A Loans, the 2017 Term E Loans and the 2021 Term D Loans. Unless the context shall otherwise require, the term "***Term Loans***" shall include any Incremental Term Loans.

"***Third Amendment and Restatement Agreement***" shall mean the Third Amendment and Restatement Agreement dated as of the date hereof among Parent, the Borrower, the Subsidiary Guarantors party thereto, the Lenders party thereto and the Administrative Agent.

"***Third Restatement Effective Date***" shall have the meaning assigned to such term in the Third Amendment and Restatement Agreement.

"***Total Assets***" shall mean, as of any date, the total consolidated assets of Parent and its Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of Parent and its Subsidiaries, determined on a pro forma basis in accordance with Section 1.03.

"***Total Debt***" shall mean, at any time, (a) the total Indebtedness of Parent, the Borrower and the Subsidiaries at such time (excluding (i) Indebtedness of the type described in clause (h) of the definition of such term or under performance or surety bonds, in each case except to the extent of any unreimbursed drawings thereunder and (ii) Indebtedness of the type described in clauses (c), (d), (e), (i), (j) and (k) of the definition of such term) minus (b) the aggregate amount of unrestricted cash, cash equivalents and Permitted Investments that is included on the consolidated balance sheet of Parent, the Borrower and the Subsidiaries at such time.

"***Total Revolving Credit Commitment***" shall mean, at any time, the aggregate amount of the Revolving Credit Commitments, as in effect at such time. As of the Third Restatement Effective Date, the Total Revolving Credit Commitment is $1,000,000,000.

"***Total Secured Debt***" shall mean, at any time the total Indebtedness of Parent, the Borrower and the Subsidiaries at such time (excluding (i) Indebtedness of the type described in clause (h) of the definition of such term or under performance or surety bonds, in each case except to the extent of any unreimbursed drawings thereunder and (ii) Indebtedness of the type described in clauses (c), (d), (e), (i), (j) and (k) of the definition of such term) that is secured by Liens on any property or asset of Parent, the Borrower and the Subsidiaries at such time.

"***Transactions***" shall have the meaning assigned to such term in the Original Credit Agreement.

"***Triad***" shall mean Triad Healthcare Corporation (f/k/a Triad Hospitals, Inc.), a Delaware corporation and a wholly owned Subsidiary of the Borrower.

"***Type***", when used in respect of any Loan or Borrowing, shall refer to the Rate by reference to which interest on such Loan or on the Loans comprising such Borrowing is determined. For purposes hereof, the term " ***Rate***" shall mean the Adjusted LIBO Rate and the Alternate Base Rate.

"***Ultimate Spinout Subsidiary***" shall mean a Spinout Subsidiary or other Subsidiary the Equity Interests of which are (or are intended to be, as the context may require) distributed to the equity holders of Parent.

"***Unrestricted Subsidiary***" shall mean any Subsidiary organized or acquired directly or indirectly by Parent after the Closing Date that Parent designates as an "Unrestricted Subsidiary" by written notice to the Administrative Agent. No Unrestricted Subsidiary may own any Equity Interests of a Subsidiary; *provided* that, so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom, Parent may redesignate any Unrestricted Subsidiary as a "Subsidiary" by written notice to the Administrative Agent and by complying with the applicable provisions of Section 5.12.

"***USA PATRIOT Act***" shall mean The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

"***Voluntary Prepayment***" shall mean a prepayment of principal of Term Loans pursuant to Section 2.12 in any year to the extent that such prepayment reduces the scheduled installments of principal due in respect of Term Loans in any subsequent year.

"***wholly owned Subsidiary***" of any person shall mean a subsidiary of such person of which securities (except for directors' qualifying shares) or other ownership interests representing 100% of the Equity Interests are, at the time any determination is being made, owned, Controlled or held by such person or one or more wholly owned Subsidiaries of such person or by such person and one or more wholly owned Subsidiaries of such person.

"***Withdrawal Liability***" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"***Withholding Agent***" shall mean any Loan Party or the Administrative Agent.

SECTION 1.02. ***Terms Generally***. The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall"; and the words "asset" and "property" shall be construed as having the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Except as otherwise expressly provided herein, (a) any reference in this Agreement to any Loan Document shall mean such document as amended, restated, supplemented or otherwise modified from time to time and (b) all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; *provided*, *however*, that if the Borrower notifies the Administrative Agent that the Borrower wishes to amend any covenant in Article VI or any related definition to eliminate the effect of any change in GAAP occurring after the date of this Agreement on the operation of such covenant (or if the Administrative Agent notifies the Borrower that the Required Lenders wish to amend Article VI or any related definition for such purpose), then the Borrower's compliance with such covenant shall at all times be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant is amended in a manner satisfactory to the Borrower and the Required Lenders.

SECTION 1.03. ***Pro Forma Calculations***. With respect to any period of four consecutive fiscal quarters during which the Permitted HMA Transaction or any Permitted Acquisition, other acquisition permitted pursuant to Section 6.04, Significant Asset Sale or Spinout Transaction occurs, each of the Leverage Ratio and the Secured Net Leverage Ratio, and, without duplication, Consolidated EBITDA (other than for purposes of determining the Interest Coverage Ratio) and Total Assets, shall, for all purposes set forth herein, be calculated with respect to such period on a pro forma basis after giving effect to such Permitted Acquisition, acquisition, Significant Asset Sale, the Permitted HMA Transaction or Spinout Transaction (and any related repayment of Indebtedness) (including, without duplication, (a) all pro forma adjustments permitted or required by Article 11 of Regulation S-X under the Securities Act of 1933, as amended, (b) pro forma adjustments for designation of any Subsidiary as an Unrestricted Subsidiary and any Unrestricted Subsidiary as a Subsidiary in accordance with the definition of "Unrestricted Subsidiary" (a " ***Subsidiary Designation***"), and (c) except in the case of the Permitted HMA Transaction, pro forma adjustments for cost savings and synergies (net of continuing associated expenses) to the extent such cost savings and synergies are reasonably identifiable, reasonably supportable, are expected to have a continuing impact and have been realized or are reasonably expected to be realized within 12 months following any such Permitted Acquisition or acquisition (which cost savings and synergies shall be calculated on a pro forma basis as though they had been realized on the first day of such period); *provided* that at the election of Parent, such pro forma adjustment shall not be required to be determined for any Permitted Acquisition or other acquisition if the aggregate consideration paid in connection with such acquisition is less than $100,000,000; *provided further* that all such adjustments shall be set forth in a reasonably detailed certificate of a Financial Officer of Parent), assuming, for purposes of making such calculations, the Permitted HMA Transaction or such Permitted Acquisition, Subsidiary Designation, acquisition permitted pursuant to Section 6.04, Significant Asset Sale or Spinout Transaction (and related repayment of Indebtedness), and any other Permitted Acquisitions, Significant Asset Sales and Spinout Transactions (and related repayment of Indebtedness) that have been consummated during the period, had been consummated on the first day of such period; *provided*, *further*, that the aggregate amount added to or included in Consolidated EBITDA above in respect of synergies for any period of four consecutive fiscal quarters shall not exceed an amount equal to 10% of Consolidated EBITDA, calculated on a pro forma basis in accordance with this Section 1.03 after giving effect to such addition and any other prior additions in respect of such period pursuant to this Section 1.03. In addition, solely for purposes of determining whether a Specified Transaction is permitted hereunder (including whether such Specified Transaction would result in a Default or Event of Default and whether the Secured Net Leverage Ratio Condition would be met), the Secured Net Leverage Ratio shall be calculated on a pro forma basis as provided in the preceding sentence.

SECTION 1.04. ***Classification of Loans and Borrowings***. For purposes of this Agreement, Loans may be classified and referred to by Class (*e.g.*, a "Revolving Loan") or by Type (*e.g.*, a "Eurodollar Loan") or by Class and Type (*e.g.*, a "Eurodollar Revolving Loan"). Borrowings also may be classified and referred to by Class ( *e.g.*, a "Revolving Borrowing") or by Type (*e.g.,* a "Eurodollar Borrowing") or by Class and Type (*e.g.*, a "Eurodollar Revolving Borrowing").

SECTION 1.05. ***Excluded Swap Obligations.*** (a) Notwithstanding any provision of this Agreement or any other Loan Document, no Guarantee by any Loan Party under any Loan Document shall include a Guarantee of any Obligation that, as to such Loan Party, is an Excluded Swap Obligation and no Collateral provided by any Loan Party shall secure any Obligation that, as to such Loan Party, is an Excluded Swap Obligation. In the event that any payment is made by, or any collection is realized from, any Loan Party as to which any Obligations are Excluded Swap Obligations, or from any Collateral provided by such Loan Party, the proceeds thereof shall be applied to pay the Obligations of such Loan Party as otherwise provided herein without giving effect to such Excluded Swap Obligations and each reference in this Agreement or any other Loan Document to the ratable application of such amounts as among the Obligations or any specified portion of the Obligations that would otherwise include such Excluded Swap Obligations shall be deemed so to provide.

(b) The following terms shall for purposes of this Section 1.05 have the meanings set forth below:

"***Commodity Exchange Act***" means the Commodity Exchange Act (7 U.S. C. § et seq.), as amended from time to time, and any successor statute.

"***Excluded Swap Obligation***" means, with respect to Guarantor, any Swap Obligation if, and to the extent that, the Guarantee by such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the Guarantee of such Guarantor becomes effective with respect to such related Swap Obligation.

"***Qualified ECP Guarantor***" means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding $10,000,000 or that otherwise constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder at the time such Swap Obligation is incurred (including as a result of any agreement in the Guarantee and Collateral Agreement or any other Guarantee or other support agreement in respect of the obligations of such Subsidiary Guarantor by the Borrower or another Person that constitutes an "eligible contract participant").

"***Swap Obligation***" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

ARTICLE II

The Credits

SECTION 2.01. ***Commitments***.

(a) Term Loans. The Borrower and the Term Lenders acknowledge (i) the making of 2019 Term A Loans, 2017 Term E Loans and 2021 Term D Loans on the Third Restatement Effective Date pursuant to the Third Amendment and Restatement Agreement and (ii) the conversion on the Third Restatement Effective Date pursuant to the Third Amendment and Restatement Agreement of certain Extended Term Loans (as defined in the Existing Credit Agreement) to 2021 Term D Loans and certain Extended Term Loans (as defined in the Existing Credit Agreement) to 2017 Term E Loans. Amounts paid or prepaid in respect of Term Loans may not be reborrowed.

(b) The Revolving Credit Commitments. Subject to the terms and conditions and relying upon the representations and warranties herein set forth, each Revolving Credit Lender agrees, severally and not jointly, to make Revolving Loans to the Borrower, at any time and from time to time after the Third Restatement Effective Date, and until the earlier of the Revolving Credit Maturity Date and the termination of the Revolving Credit Commitment of such Lender in accordance with the terms hereof, in an aggregate principal amount at any time outstanding that will not result in such Lender's Revolving Credit Exposure exceeding such Lender's Revolving Credit Commitment. Within the limits set forth in the preceding sentence and subject to the terms, conditions and limitations set forth herein, the Borrower may borrow, pay or prepay and reborrow Revolving Loans.

(c) The Incremental Term Loan Commitments. Subject to the terms and conditions and relying upon the representations and warranties set forth herein and in the applicable Incremental Term Loan Assumption Agreement, each Lender having an Incremental Term Loan Commitment agrees, severally and not jointly, to make Incremental Term Loans to the Borrower, in an aggregate principal amount not to exceed its Incremental Term Loan Commitment. Amounts paid or prepaid in respect of Incremental Term Loans may not be reborrowed.

SECTION 2.02. ***Loans***. (a) Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their applicable Commitments; *provided*, *however*, that the failure of any Lender to make any Loan shall not in itself relieve any other Lender of its obligation to lend hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to make any Loan required to be made by such other Lender). Except for Loans deemed made pursuant to Section 2.02(f), the Loans comprising any Borrowing shall be in an aggregate principal amount that is (i) an integral multiple of $1,000,000 and not less than $3,000,000 (except, with respect to any Incremental Term Borrowing, to the extent otherwise provided in the related Incremental Term Loan Assumption Agreement) or (ii) equal to the remaining available balance of the applicable Commitments.

(b) Subject to Sections 2.02(f), 2.08 and 2.15, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request pursuant to Section 2.03. Each Lender may at its option make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; *provided* that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement. Borrowings of more than one Type may be outstanding at the same time; *provided*, *however*, that the Borrower shall not be entitled to request any Borrowing that, if made, would result in more than fifteen Eurodollar Borrowings outstanding hereunder at any time. For purposes of the foregoing, Borrowings having different Interest Periods, regardless of whether they commence on the same date, shall be considered separate Borrowings.

(c) Except with respect to Loans made pursuant to Section 2.02(f), each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds to such account in New York City as the Administrative Agent may designate not later than 1:00 p.m., New York City time, and the Administrative Agent shall promptly credit the amounts so received to an account designated by the Borrower in the applicable Borrowing Request or, if a Borrowing shall not occur on such date because any condition precedent herein specified shall not have been met, return the amounts so received to the respective Lenders.

(d) Unless the Administrative Agent shall have received notice from a Lender prior to the date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with paragraph (c) above and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If the Administrative Agent shall have so made funds available then, to the extent that such Lender shall not have made such portion available to the Administrative Agent, such Lender agrees to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Borrower to but excluding the date such amount is repaid to the Administrative Agent at a rate determined by the Administrative Agent to represent its cost of overnight or short-term funds (which determination shall be conclusive absent manifest error). If such Lender shall not repay to the Administrative Agent such corresponding amount within three Business Days after demand by the Administrative Agent, then the Administrative Agent shall be entitled to recover such amount with interest thereon at the rate per annum equal to the interest rate applicable at the time to the Loans comprising such Borrowing, on demand, from the Borrower. If such Lender shall repay to the Administrative Agent such corresponding amount, such amount shall constitute such Lender's Loan as part of such Borrowing for purposes of this Agreement.

(e) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request any Revolving Credit Borrowing if the Interest Period requested with respect thereto would end after the Revolving Credit Maturity Date.

(f) If the Issuing Bank shall not have received from the Borrower the payment required to be made by Section 2.23(e) within the time specified in such Section, the Issuing Bank will promptly notify the Administrative Agent of the L/C Disbursement and the Administrative Agent will promptly notify each Revolving Credit Lender of such L/C Disbursement and its Pro Rata Percentage thereof. Each Revolving Credit Lender shall pay by wire transfer of immediately available funds to the Administrative Agent not later than 2:00 p.m., New York City time, on such date (or, if such Revolving Credit Lender shall have received such notice later than 12:00 (noon), New York City time, on any day, not later than 10:00 a.m., New York City time, on the immediately following Business Day), an amount equal to such Lender's Pro Rata Percentage of such L/C Disbursement (it being understood that (i) if the conditions precedent to borrowing set forth in Sections 4.01(b) and (c) have been satisfied, such amount shall be deemed to constitute an ABR Revolving Loan of such Lender and, to the extent of such payment, the obligations of the Borrower in respect of such L/C Disbursement shall be discharged and replaced with the resulting ABR Revolving Credit Borrowing, and (ii) if such conditions precedent to borrowing have not been satisfied, then any such amount paid by any Revolving Credit Lender shall not constitute a Loan and shall not relieve the Borrower from its obligation to reimburse such L/C Disbursement), and the Administrative Agent will promptly pay to the Issuing Bank amounts so received by it from the Revolving Credit Lenders. The Administrative Agent will promptly pay to the Issuing Bank any amounts received by it from the Borrower pursuant to Section 2.23(e) prior to the time that any Revolving Credit Lender makes any payment pursuant to this paragraph (f); any such amounts received by the Administrative Agent thereafter will be promptly remitted by the Administrative Agent to the Revolving Credit Lenders that shall have made such payments and to the Issuing Bank, as their interests may appear. If any Revolving Credit Lender shall not have made its Pro Rata Percentage of such L/C Disbursement available to the Administrative Agent as provided above, such Lender and the Borrower severally agree to pay interest on such amount, for each day from and including the date such amount is required to be paid in accordance with this paragraph to but excluding the date such amount is paid, to the Administrative Agent for the account of the Issuing Bank at (i) in the case of the Borrower, a rate per annum equal to the interest rate applicable to Revolving Loans pursuant to Section 2.06(a), and (ii) in the case of such Lender, for the first such day, the Federal Funds Effective Rate, and for each day thereafter, the Alternate Base Rate.

SECTION 2.03. ***Borrowing Procedure***. In order to request a Borrowing (other than a deemed Borrowing pursuant to Section 2.02(f), as to which this Section 2.03 shall not apply), the Borrower shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurodollar Borrowing, not later than 12:00 (noon), New York City time, three Business Days before a proposed Borrowing, and (b) in the case of an ABR Borrowing, not later than 11:00 a.m., New York City time, on the day of a proposed Borrowing; *provided* that the request for the initial Borrowings of 2019 Term A Loans, 2017 Term E Loans and 2021 Term D Loans on the Third Restatement Effective Date may be made not later than the time specified therefor by the Administrative Agent. Each such telephonic Borrowing Request shall be irrevocable, and shall be confirmed promptly by hand delivery or fax to the Administrative Agent of a written Borrowing Request and shall specify the following information: (i) whether the Borrowing then being requested is to be a 2019 Term A Borrowing, a 2017 Term E Loan Borrowing, a 2021 Term D Borrowing, an Incremental Term Borrowing or a Revolving Credit Borrowing, and whether such Borrowing is to be a Eurodollar Borrowing or an ABR Borrowing; (ii) the date of such Borrowing (which shall be a Business Day); (iii) the number and location of the account to which funds are to be disbursed; (iv) the amount of such Borrowing; and (v) if such Borrowing is to be a Eurodollar Borrowing, the Interest Period with respect thereto; *provided*, *however*, that, notwithstanding any contrary specification in any Borrowing Request, each requested Borrowing shall comply with the requirements set forth in Section 2.02. If no election as to the Type of Borrowing is specified in any such notice, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period with respect to any Eurodollar Borrowing is specified in any such notice, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. The Administrative Agent shall promptly advise the applicable Lenders of any notice given pursuant to this Section 2.03 (and the contents thereof), and of each Lender's portion of the requested Borrowing.

SECTION 2.04. ***Evidence of Debt; Repayment of Loans***. (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender (i) the principal amount of each Term Loan of such Lender as provided in Section 2.11 and (ii) the then unpaid principal amount of each Revolving Loan of such Lender on the Revolving Credit Maturity Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(c) The Administrative Agent shall maintain accounts in which it will record (i) the amount of each Loan made hereunder, the Class and Type thereof and, if applicable, the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder from the Borrower or any Guarantor and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraphs (b) and (c) above shall be *prima facie* evidence of the existence and amounts of the obligations therein recorded; *provided*, *however*, that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligations of the Borrower to repay the Loans in accordance with their terms.

(e) Any Lender may request that Loans made by it hereunder be evidenced by a promissory note. In such event, the Borrower shall execute and deliver to such Lender a promissory note payable to such Lender and its registered assigns and in a form and substance reasonably acceptable to the Administrative Agent and the Borrower. Notwithstanding any other provision of this Agreement, in the event any Lender shall request and receive such a promissory note, the interests represented by such note shall at all times (including after any assignment of all or part of such interests pursuant to Section 9.04) be represented by one or more promissory notes payable to the payee named therein or its registered assigns.

SECTION 2.05. ***Fees***. (a) The Borrower agrees to pay to each Revolving Credit Lender, through the Administrative Agent, on the last Business Day of March, June, September and December in each year and on each date on which any Revolving Credit Commitment of such Lender shall expire or be terminated as provided herein, a commitment fee (a " ***Revolving Credit Commitment Fee***") equal to the Revolving Credit Commitment Fee Rate per annum on the daily unused amount of the Revolving Credit Commitment of such Lender during the preceding quarter (or other period ending with the Revolving Credit Maturity Date or the date on which the Revolving Credit Commitments of such Lender shall expire or be terminated). All Commitment Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

(b) The Borrower agrees to pay to the Administrative Agent, for its own account, the administrative fees set forth in the Fee Letter at the times and in the amounts specified therein (the " ***Administrative Agent Fees***").

(c) The Borrower agrees to pay (i) to each Revolving Credit Lender, through the Administrative Agent, on the last Business Day of March, June, September and December of each year and on the date on which the Revolving Credit Commitment of such Lender shall be terminated as provided herein, a fee (an " ***L/C Participation Fee***") calculated on such Lender's Pro Rata Percentage of the daily aggregate L/C Exposure (excluding the portion thereof attributable to unreimbursed L/C Disbursements) during the preceding quarter (or shorter period ending with the Revolving Credit Maturity Date or the date on which all Letters of Credit have been canceled or have expired and the Revolving Credit Commitments of all Lenders shall have been terminated) at a rate per annum equal to the Applicable Percentage from time to time used to determine the interest rate on Revolving Credit Borrowings comprised of Eurodollar Loans pursuant to Section 2.06, and (ii) to the Issuing Bank with respect to each Letter of Credit the standard fronting, issuance and drawing fees specified from time to

time by the Issuing Bank (the "***Issuing Bank Fees***"); *provided* that each such fronting fee charged from time to time shall not exceed 0.25% per annum of the aggregate undrawn face amount of the then outstanding Letters of Credit. All L/C Participation Fees and Issuing Bank Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

(d) All Fees shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, if and as appropriate, among the Lenders, except that the Issuing Bank Fees shall be paid directly to the Issuing Bank. Once paid, none of the Fees shall be refundable under any circumstances.

SECTION 2.06. ***Interest on Loans***. (a) Subject to the provisions of Section 2.07, the Loans comprising each ABR Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be, when the Alternate Base Rate is determined by reference to the Prime Rate and over a year of 360 days at all other times and calculated from and including the date of such Borrowing to but excluding the date of repayment thereof) at a rate per annum equal to the Alternate Base Rate plus the Applicable Percentage in effect from time to time.

(b) Subject to the provisions of Section 2.07, the Loans comprising each Eurodollar Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 360 days) at a rate per annum equal to the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Percentage in effect from time to time.

(c) Interest on each Loan shall be payable on the Interest Payment Dates applicable to such Loan except as otherwise provided in this Agreement. The applicable Alternate Base Rate or Adjusted LIBO Rate for each Interest Period or day within an Interest Period, as the case may be, shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.07. ***Default Interest***. If the Borrower shall default in the payment of any principal of or interest on any Loan or any other amount due hereunder, by acceleration or otherwise, or under any other Loan Document, then, until such defaulted amount shall have been paid in full, to the extent permitted by law, such defaulted amount shall bear interest (after as well as before judgment), payable on demand, (a) in the case of principal, at the rate otherwise applicable to such Loan pursuant to Section 2.06 plus 2.00% per annum and (b) in all other cases, at a rate per annum (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be, when determined by reference to the Prime Rate and over a year of 360 days at all other times) equal to the rate that would be applicable to an ABR Loan of the applicable Class plus 2.00% per annum.

SECTION 2.08. ***Alternate Rate of Interest***. In the event, and on each occasion, that on the day two Business Days prior to the commencement of any Interest Period for a Eurodollar Borrowing the Administrative Agent shall have determined that dollar deposits in the principal amounts of the Loans comprising such Borrowing are not generally available in the London interbank market, or that the rates at which such dollar deposits are being offered will not adequately and fairly reflect the cost to any Lender of making or maintaining its Eurodollar Loan during such Interest Period, or that reasonable means do not exist for ascertaining the Adjusted LIBO Rate, the Administrative Agent shall, as soon as practicable thereafter, give written or fax notice of such determination to the Borrower and the Lenders. In the event of any such determination, until the Administrative Agent shall have advised the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, any request by the Borrower for a Eurodollar Borrowing pursuant to Section 2.03 or 2.10 shall be deemed to be a request for an ABR Borrowing. Each determination by the Administrative Agent under this Section 2.08 shall be conclusive absent manifest error.

SECTION 2.09. ***Termination and Reduction of Commitments***. (a) The Incremental Term Loan Commitments shall terminate as provided in the related Incremental Term Loan Assumption Agreement. The 2019 Term A Commitment of each 2019 Term A Lender, the 2017 Term E Commitment of each 2017 Term E Lender and the 2021 Term D Commitment of each 2021 Term D Lender shall, in each case, terminate in accordance with the Third Amendment and Restatement Agreement. The Revolving Credit Commitments shall automatically terminate on the Revolving Credit Maturity Date. The L/C Commitment shall automatically terminate on the earlier to occur of (i) the termination of the Revolving Credit Commitments and (ii) the date 10 Business Days prior to the Revolving Credit Maturity Date.

(b) Upon at least three Business Days' prior written or fax notice to the Administrative Agent, the Borrower may at any time in whole permanently terminate, or from time to time in part permanently reduce, the Revolving Credit Commitments; *provided*, *however*, that (i) each partial reduction of the Revolving Credit Commitments shall be in an integral multiple of $1,000,000 and in a minimum amount of $3,000,000, and (ii) the Total Revolving Credit Commitment shall not be reduced to an amount that is less than the Aggregate Revolving Credit Exposure at the time. Each notice delivered by the Borrower pursuant to this Section 2.09 shall be irrevocable; *provided* that a notice of termination of the Revolving Credit Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, indentures or similar agreements or any other event, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

(c) Each reduction in the Revolving Credit Commitments hereunder shall be made ratably among the Lenders in accordance with their respective applicable Commitments. The Borrower shall pay to the Administrative Agent for the account of the applicable Lenders, on the date of each termination or reduction, the Commitment Fees on the amount of the Commitments so terminated or reduced accrued to but excluding the date of such termination or reduction.

SECTION 2.10. ***Conversion and Continuation of Borrowings***. The Borrower shall have the right at any time upon prior irrevocable notice to the Administrative Agent (a) not later than 11:00 a.m., New York City time, on the date of conversion, to convert any Eurodollar Borrowing into an ABR Borrowing, (b) not later than 12:00 (noon), New York City time, three Business Days prior to conversion or continuation, to convert any ABR Borrowing into a Eurodollar Borrowing or to continue any Eurodollar Borrowing as a Eurodollar Borrowing for an additional Interest Period, and (c) not later than 12:00 (noon), New York City time, three Business Days prior to conversion, to convert the Interest Period with respect to any Eurodollar Borrowing to another permissible Interest Period, subject in each case to the following:

(i) each conversion or continuation shall be made pro rata among the Lenders in accordance with the respective principal amounts of the Loans comprising the converted or continued Borrowing;

(ii) if less than all the outstanding principal amount of any Borrowing shall be converted or continued, then each resulting Borrowing shall satisfy the limitations specified in Sections 2.02(a) and 2.02(b) regarding the principal amount and maximum number of Borrowings of the relevant Type;

(iii) each conversion shall be effected by each Lender and the Administrative Agent by recording for the account of such Lender the new Loan of such Lender resulting from such conversion and reducing the Loan (or portion thereof) of such Lender being converted by an equivalent principal amount; accrued interest on any Eurodollar Loan (or portion thereof) being converted shall be paid by the Borrower at the time of conversion;

(iv) if any Eurodollar Borrowing is converted at a time other than the end of the Interest Period applicable thereto, the Borrower shall pay, upon demand, any amounts due to the Lenders pursuant to Section 2.16;

(v) any portion of a Borrowing of any Loans maturing or required to be repaid in less than one month may not be converted into or continued as a Eurodollar Borrowing;

(vi) any portion of a Eurodollar Borrowing that cannot be converted into or continued as a Eurodollar Borrowing by reason of the immediately preceding clause shall be automatically converted at the end of the Interest Period in effect for such Borrowing into an ABR Borrowing;

(vii) no Interest Period may be selected for any Eurodollar Term Borrowing that would end later than a Repayment Date occurring on or after the first day of such Interest Period if, after giving effect to such selection, the aggregate outstanding amount of (A) the Eurodollar Term Borrowings comprised of 2017 Term E Loans, 2019 Term A Loans, 2021 Term D Loans or Other Term

Loans, as applicable, with Interest Periods ending on or prior to such Repayment Date and (B) the ABR Term Borrowings comprised of 2017 Term E Loans, 2019 Term A Loans, 2021 Term D Loans or Other Term Loans, as applicable, would not be at least equal to the principal amount of Term Borrowings to be paid on such Repayment Date; and

(viii) upon notice to the Borrower from the Administrative Agent given at the request of the Required Lenders, after the occurrence and during the continuance of a Default or Event of Default, no outstanding Loan may be converted into, or continued as, a Eurodollar Loan.

Each notice pursuant to this Section 2.10 shall be irrevocable and shall refer to this Agreement and specify (i) the identity and amount of the Borrowing that the Borrower requests be converted or continued, (ii) whether such Borrowing is to be converted to or continued as a Eurodollar Borrowing or an ABR Borrowing, (iii) if such notice requests a conversion, the date of such conversion (which shall be a Business Day) and (iv) if such Borrowing is to be converted to or continued as a Eurodollar Borrowing, the Interest Period with respect thereto. If no Interest Period is specified in any such notice with respect to any conversion to or continuation as a Eurodollar Borrowing, then, the Borrower shall be deemed to have selected an Interest Period of one month's duration. The Administrative Agent shall advise the Lenders of any notice given pursuant to this Section 2.10 and of each Lender's portion of any converted or continued Borrowing. If the Borrower shall not have given notice in accordance with this Section 2.10 to continue any Borrowing into a subsequent Interest Period (and shall not otherwise have given notice in accordance with this Section 2.10 to convert such Borrowing), such Borrowing shall, at the end of the Interest Period applicable thereto (unless repaid pursuant to the terms hereof), automatically be continued into an ABR Borrowing.

SECTION 2.11. ***Repayment of Term Borrowings***. (a) (i) [reserved].

(ii) [reserved].

(iii) The Borrower shall pay to the Administrative Agent, for the account of the 2017 Term E Loan Lenders, (A) on the last Business Day of each March, June, September and December, commencing with the last Business Day of March 2012 (each such date being called an "***2017 Term E Loan Repayment Date***"), a principal amount of the 2017 Term E Loans (as adjusted from time to time pursuant to Sections 2.12, 2.13(g) and 2.24(d)) equal to 0.25% of the aggregate principal amount of all 2017 Term E Loans outstanding on the Third Restatement Effective Date and (B) on the 2017 Term E Maturity Date, the aggregate principal amount of all 2017 Term E Loans outstanding on such date, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment.

(iv) The Borrower shall pay to the Administrative Agent, for the account of the 2019 Term A Lenders on each date set forth below (each such date being called a "***2019 Term A Loan Repayment Date***"), or if any such date is not a Business Day, on the next

preceding Business Day, a principal amount of the 2019 Term A Loans (as adjusted from time to time pursuant to Sections 2.12, 2.13(g) and 2.24(d)) equal to (x) the aggregate principal amount of the 2019 Term A Loans outstanding on the Third Restatement Effective Date multiplied by (y) the percentage set forth below opposite such date, with the balance payable in full on the 2019 Term A Maturity Date (all such payments shall be accompanied by accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment):

| Date | Amount |
|---|---|
| June 30, 2014 | 1 2/3% |
| September 30, 2014 | 1 2/3% |
| December 31, 2014 | 1 2/3% |
| March 31, 2015 | 2.50% |
| June 30, 2015 | 2.50% |
| September 30, 2015 | 2.50% |
| December 31, 2015 | 2.50% |
| March 31, 2016 | 2.50% |
| June 30, 2016 | 2.50% |
| September 30, 2016 | 2.50% |
| December 31, 2016 | 2.50% |
| March 31, 2017 | 3.75% |
| June 30, 2017 | 3.75% |
| September 30, 2017 | 3.75% |
| December 31, 2017 | 3.75% |
| March 31, 2018 | 15.0% |
| June 30, 2018 | 15.0% |
| September 30, 2018 | 15.0% |

(v) The Borrower shall pay to the Administrative Agent, for the account of the 2021 Term D Lenders, (A) on the last Business Day of each March, June, September and December, commencing with the last Business Day of March 2014 (each such date being called a "***2021 Term D Loan Repayment Date***"), a principal amount of the 2021 Term D Loans (as adjusted from time to time pursuant to Sections 2.12, 2.13(g) and 2.24(d)) equal to 0.25% of the aggregate principal amount of all 2021 Term D Loans outstanding on the Third Restatement Effective Date and (B) on the 2021 Term D Maturity Date, the aggregate principal amount of all 2021 Term D Loans outstanding on such date, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment.

(vi) The Borrower shall pay to the Administrative Agent, for the account of the Incremental Term Lenders in respect of Incremental Term Loans incurred after the Third Restatement Effective Date, on each Incremental Term Loan Repayment Date, a principal amount of the Other Term Loans (as adjusted from time to time pursuant to Sections 2.12, 2.13(g) and 2.24(d)) equal to the amount set forth for such date in the applicable Incremental Term Loan Assumption Agreement, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment.

(b) To the extent not previously paid, (i) all 2017 Term E Loans shall be due and payable on the 2017 Term E Maturity Date, (ii) all 2019 Term A Loans shall be due and payable on the 2019 Term A Maturity Date, (iii) all 2021 Term D Loans shall be due and payable on the 2021 Term D Maturity Date and (iv) all Other Term Loans shall be due and payable on the Incremental Term Loan Maturity Date applicable thereto, in each case together with accrued and unpaid interest on the principal amount to be paid to but excluding the date of payment.

(c) All repayments pursuant to this Section 2.11 shall be subject to Section 2.16, but shall otherwise be without premium or penalty.

SECTION 2.12. ***Optional Prepayment***. (a) Subject to paragraph (d) below, the Borrower shall have the right at any time and from time to time to prepay any Borrowing, in whole or in part, upon at least three Business Days' prior written or fax notice (or telephone notice promptly confirmed by written or fax notice) in the case of Eurodollar Loans, or written or fax notice (or telephone notice promptly confirmed by written or fax notice) at least one Business Day prior to the date of prepayment in the case of ABR Loans, to the Administrative Agent before 11:00 a.m., New York City time; *provided*, *however*, that each partial prepayment shall be in an amount that is an integral multiple of $1,000,000 and not less than $3,000,000.

(b) Optional prepayments of Term Loans shall be applied as directed by the Borrower, and if no such direction is provided, pro rata against the remaining scheduled installments of principal due in respect of the Term Loans to be prepaid under Section 2.11.

(c) Each notice of prepayment shall specify the prepayment date and the principal amount of each Borrowing (or portion thereof) to be prepaid, shall be irrevocable and shall commit the Borrower to prepay such Borrowing by the amount stated therein on the date stated therein; *provided* that a notice of prepayment may state that such notice is conditioned upon the effectiveness of other credit facilities, indentures or similar agreements or any other event, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. All prepayments under this Section 2.12 shall be subject to Section 2.16 but otherwise without premium or penalty, except as expressly provided in Section 2.12(d). All prepayments under this Section 2.12 (other than prepayments of ABR Revolving Loans that are not made in connection with the termination or permanent reduction of the Revolving Credit Commitments) shall be accompanied by accrued and unpaid interest on the principal amount to be prepaid to but excluding the date of payment.

(d) If, prior to the date that is six months after the Third Restatement Effective Date, (i) all or any portion of the 2021 Term D Loans or the 2017 Term

E Loans are prepaid out of the proceeds of a substantially concurrent issuance or incurrence of secured term loans and the Effective Yield of such secured term loan financing is less than the Effective Yield of the 2021 Term D Loans or the 2017 Term E Loans, as applicable, or (ii) a 2021 Term D Lender or 2017 Term E Lender must assign its 2021 Term D Loans or 2017 Term E Loans pursuant to Section 2.21 as a result of its failure to consent to an amendment that would reduce the Effective Yield then in effect with respect to such 2021 Term D Loans or 2017 Term E Loans, as applicable, then in each case the aggregate principal amount so prepaid or assigned will be subject to a fee payable by the Borrower, in each case equal to 1.0% of the principal amount thereof; *provided* that this Section 2.12(d) shall not apply to any prepayment of the 2021 Term D Loans or the 2017 Term E Loans upon the occurrence of a Change in Control.

SECTION 2.13. ***Mandatory Prepayments***. (a) In the event of any termination of all the Revolving Credit Commitments, the Borrower shall, on the date of such termination, repay or prepay all its outstanding Revolving Credit Borrowings and replace or cause to be canceled (or make other arrangements satisfactory to the Administrative Agent and the Issuing Bank with respect to) all outstanding Letters of Credit. If, after giving effect to any partial reduction of the Revolving Credit Commitments or at any other time, the Aggregate Revolving Credit Exposure would exceed the Total Revolving Credit Commitment, then the Borrower shall, on the date of such reduction or at such other time, repay or prepay Revolving Credit Borrowings and, after the Revolving Credit Borrowings shall have been repaid or prepaid in full, replace or cause to be canceled (or make other arrangements satisfactory to the Administrative Agent and the Issuing Bank with respect to) Letters of Credit in an amount sufficient to eliminate such excess.

(b) Not later than the fifth Business Day after the earlier of (i) the receipt of aggregate Net Cash Proceeds in respect of Asset Sales (other than, for the avoidance of doubt, sales of Receivables in a Permitted Receivables Transaction) in excess of $50,000,000 and (ii) the first anniversary of the Borrower's most recent prepayment pursuant to this Section 2.13(b), the Borrower shall apply 100% of the Net Cash Proceeds in excess of $50,000,000 for any fiscal year so received (and not yet used to prepay Term Loans pursuant to this Section 2.13(b)) to prepay outstanding Term Loans in accordance with Section 2.13(g); *provided* that the Borrower may use a portion of such Net Cash Proceeds to prepay or repurchase Other Senior Secured Debt to the extent any applicable credit agreement, indenture or other agreement governing such Other Senior Secured Debt requires the Borrower to prepay or make an offer to purchase such Other Senior Secured Debt with the proceeds of such Asset Sale, in each case in an amount not to exceed the product of (A) the amount of such Net Cash Proceeds and (B) a fraction, the numerator of which is the outstanding principal amount of such Other Senior Secured Debt and the denominator of which is the sum of the outstanding principal amount of such Other Senior Secured Debt and the outstanding principal amount of Term Loans.

(c) No later than 95 days after the end of each fiscal year of the Borrower, the Borrower shall prepay outstanding Term Loans in accordance with

Section 2.13(g) in an aggregate principal amount equal to (x) 50% of Excess Cash Flow for the fiscal year then ended *minus* (y) Voluntary Prepayments made during such fiscal year; *provided* that such percentage shall be reduced to 25% if the Leverage Ratio as of the end of such fiscal year was less than 4.50 to 1.00 but equal to or greater than 3.50 to 1.00 and such percentage shall be reduced to zero (i.e., no payments shall be required pursuant to this Section 2.13(c)) if the Leverage Ratio as of the end of such fiscal year was less than 3.50 to 1.00.

(d) In the event that Parent or any of its subsidiaries shall receive Net Cash Proceeds from the issuance or incurrence of Indebtedness for money borrowed (other than any cash proceeds from the issuance of Indebtedness for money borrowed permitted pursuant to Section 6.01), the Borrower shall, substantially simultaneously with (and in any event not later than the fifth Business Day next following) the receipt of such Net Cash Proceeds by Parent or such subsidiary, apply an amount equal to 100% of such Net Cash Proceeds to prepay outstanding Term Loans in accordance with Section 2.13(g).

(e) [Intentionally Omitted].

(f) Notwithstanding the foregoing, any Term Lender may elect, by written notice delivered to the Administrative Agent not later than 5:00 p.m. New York City time one Business Day after the date of such Lender's receipt of notice regarding such prepayment (or, if different, at the time and in the manner otherwise specified by the Administrative Agent in such notice of prepayment), to decline all (but not less than all) of any mandatory prepayment of its Term Loans pursuant to this Section 2.13 (such declined amounts, the "***Declined Proceeds***"). To the extent Term Lenders elect to decline their pro rata shares of such Declined Proceeds, such remaining Declined Proceeds may be retained by the Borrower.

(g) Mandatory prepayments of outstanding Term Loans under this Agreement shall be allocated pro rata among the 2017 Term E Loans, the 2019 Term A Loans, the 2021 Term D Loans and the Other Term Loans and first applied in order of maturity of the scheduled installments of principal due in respect of the 2017 Term E Loans, the 2019 Term A Loans, the 2021 Term D Loans and the Other Term Loans under Sections 2.11(a), (iii), (iv), (v) and (vi) for the first eight installments following such mandatory prepayment (commencing with the first such scheduled installment pursuant to Sections 2.11(a), (iii), (iv), (v) and (vi)) and, if applicable, thereafter applied pro rata against the remaining scheduled installments of principal due in respect of the 2017 Term E Loans, the 2019 Term A Loans, the 2021 Term D Loans and the Other Term Loans under Sections 2.11(a)(iii), (iv), (v) and (vi), respectively. The amount of any mandatory prepayment in respect of Term Loans of any Class shall be applied first to Term Loans of such Class that are ABR Loans to the full extent thereof before application to Term Loans of such Class that are Eurodollar Loans, in a manner that minimizes the amount of any payments required to be made by the Borrower pursuant to Section 2.16. Notwithstanding the foregoing

provisions of this Section 2.13(g), the proceeds of any Pari Passu Debt shall not be required to be applied to prepay 2019 Term A Loans or 2021 Term D Loans until the 2017 Term E Loans have been repaid in full and until such time any such proceeds shall be allocated to the payment of Term Loans in accordance with the foregoing provisions of this Section 2.13(g) as if no such 2019 Term A Loans and 2021 Term D Loans were outstanding. From and after the time that the 2017 Term E Loans are no longer outstanding, the proceeds of any Pari Passu Debt shall be applied in accordance with this Section 2.13(g) without giving effect to the prior sentence of this Section 2.13(g).

(h) The Borrower shall deliver to the Administrative Agent, at the time of each prepayment required under this Section 2.13(b), (c) or (d), as applicable, (i) a certificate signed by a Financial Officer of the Borrower setting forth in reasonable detail the calculation of the amount of such prepayment and (ii) to the extent practicable, at least two days prior written notice of such prepayment. Each notice of prepayment shall specify the prepayment date, the Type of each Loan being prepaid and the principal amount of each Loan (or portion thereof) to be prepaid. All prepayments of Borrowings under this Section 2.13 shall be subject to Section 2.16, but shall otherwise be without premium or penalty, and shall be accompanied by accrued and unpaid interest on the principal amount to be prepaid to but excluding the date of payment (which interest amounts shall reduce the amount of Net Cash Proceeds required to be applied to prepay the Loans).

SECTION 2.14. ***Reserve Requirements; Change in Circumstances***. (a) Notwithstanding any other provision of this Agreement, if any Change in Law shall impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of or credit extended by any Lender or the Issuing Bank (except any such reserve requirement which is reflected in the Adjusted LIBO Rate) or shall impose on such Lender or the Issuing Bank or the London interbank market any other condition affecting this Agreement or Eurodollar Loans made by such Lender or any Letter of Credit or participation therein, and the result of any of the foregoing shall be to increase the cost to such Lender or the Issuing Bank of making or maintaining any Eurodollar Loan or increase the cost to any Lender of issuing or maintaining any Letter of Credit or purchasing or maintaining a participation therein or to reduce the amount of any sum received or receivable by such Lender or the Issuing Bank hereunder (whether of principal, interest or otherwise) by an amount deemed by such Lender or the Issuing Bank to be material, then the Borrower will pay to such Lender or the Issuing Bank, as the case may be, from time to time such additional amount or amounts as will compensate such Lender or the Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or the Issuing Bank shall have determined that any Change in Law regarding capital adequacy or liquidity has or would have the effect of reducing the rate of return on such Lender's or the Issuing Bank's capital or on the capital of such Lender's or the Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made or participations

in Letters of Credit purchased by such Lender pursuant hereto or the Letters of Credit issued by the Issuing Bank pursuant hereto to a level below that which such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the Issuing Bank's policies and the policies of such Lender's or the Issuing Bank's holding company with respect to capital adequacy or liquidity) by an amount deemed by such Lender or the Issuing Bank to be material, then from time to time the Borrower shall pay to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or the Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or the Issuing Bank or its holding company, as applicable, as specified in paragraph (a) or (b) above shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or the Issuing Bank the amount shown as due on any such certificate delivered by it within 30 days after its receipt of the same.

(d) Failure or delay on the part of any Lender or the Issuing Bank to demand compensation for any increased costs or reduction in amounts received or receivable or reduction in return on capital shall not constitute a waiver of such Lender's or the Issuing Bank's right to demand such compensation; *provided* that the Borrower shall not be under any obligation to compensate any Lender or the Issuing Bank under paragraph (a) or (b) above with respect to increased costs or reductions with respect to any period prior to the date that is 120 days prior to such request if such Lender or the Issuing Bank knew or could reasonably have been expected to know of the circumstances giving rise to such increased costs or reductions and of the fact that such circumstances would result in a claim for increased compensation by reason of such increased costs or reductions; *provided further* that the foregoing limitation shall not apply to any increased costs or reductions arising out of the retroactive application of any Change in Law within such 120-day period. The protection of this Section shall be available to each Lender and the Issuing Bank regardless of any possible contention of the invalidity or inapplicability of the Change in Law that shall have occurred or been imposed.

SECTION 2.15. ***Change in Legality***. (a) Notwithstanding any other provision of this Agreement, if any Change in Law shall make it unlawful for any Lender to make or maintain any Eurodollar Loan or to give effect to its obligations as contemplated hereby with respect to any Eurodollar Loan, then, by written notice to the Borrower and to the Administrative Agent:

(i) such Lender may declare that Eurodollar Loans will not thereafter (for the duration of such unlawfulness) be made by such Lender hereunder (or be continued for additional Interest Periods) and ABR Loans will not thereafter (for such duration) be converted into

Eurodollar Loans, whereupon any request for a Eurodollar Borrowing (or to convert an ABR Borrowing to a Eurodollar Borrowing or to continue a Eurodollar Borrowing for an additional Interest Period) shall, as to such Lender only, be deemed a request for an ABR Loan (or a request to continue an ABR Loan as such for an additional Interest Period or to convert a Eurodollar Loan into an ABR Loan, as the case may be), unless such declaration shall be subsequently withdrawn; and

(ii) such Lender may require that all outstanding Eurodollar Loans made by it be converted to ABR Loans, in which event all such Eurodollar Loans shall be automatically converted to ABR Loans as of the effective date of such notice as provided in paragraph (b) below.

In the event any Lender shall exercise its rights under (i) or (ii) above, all payments and prepayments of principal that would otherwise have been applied to repay the Eurodollar Loans that would have been made by such Lender or the converted Eurodollar Loans of such Lender shall instead be applied to repay the ABR Loans made by such Lender in lieu of, or resulting from the conversion of, such Eurodollar Loans.

(b) For purposes of this Section 2.15, a notice to the Borrower by any Lender shall be effective as to each Eurodollar Loan made by such Lender, if lawful, on the last day of the Interest Period then applicable to such Eurodollar Loan; in all other cases such notice shall be effective on the date of receipt by the Borrower.

SECTION 2.16. ***Indemnity***. The Borrower shall indemnify each Lender against any loss or expense (but not against any lost profits) that such Lender may sustain or incur as a consequence of (a) any event, other than a default by such Lender in the performance of its obligations hereunder, which results in (i) such Lender receiving or being deemed to receive any amount on account of the principal of any Eurodollar Loan prior to the end of the Interest Period in effect therefor, (ii) the conversion of any Eurodollar Loan to an ABR Loan, or the conversion of the Interest Period with respect to any Eurodollar Loan, in each case other than on the last day of the Interest Period in effect therefor, or (iii) any Eurodollar Loan to be made by such Lender (including any Eurodollar Loan to be made pursuant to a conversion or continuation under Section 2.10) not being made after notice of such Loan shall have been given by the Borrower hereunder (any of the events referred to in this clause (a) being called a " ***Breakage Event***") or (b) any default in the making of any payment or prepayment of any Eurodollar Loan required to be made hereunder. In the case of any Breakage Event, such loss shall include an amount equal to the excess, as reasonably determined by such Lender, of (i) its cost of obtaining funds for the Eurodollar Loan that is the subject of such Breakage Event for the period from the date of such Breakage Event to the last day of the Interest Period in effect (or that would have been in effect) for such Loan over (ii) the amount of interest likely to be realized by such Lender in redeploying the funds released or not utilized by reason of such Breakage Event for such period. A certificate of any Lender setting forth any amount or amounts which such Lender is entitled to receive pursuant to this Section 2.16 shall be delivered to the Borrower and shall be conclusive absent manifest error.

SECTION 2.17. ***Pro Rata Treatment***. Except as required under Section 2.13(f) or 2.15, each Borrowing, each payment or prepayment of principal of any Borrowing, each payment of interest on the Loans, each payment of the Commitment Fees, each reduction of the Term Loan Commitments or the Revolving Credit Commitments and each conversion of any Borrowing to or continuation of any Borrowing as a Borrowing of any Type shall be allocated pro rata among the Lenders in accordance with their respective applicable Commitments (or, if such Commitments shall have expired or been terminated, in accordance with the respective principal amounts of their outstanding Loans). Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender's percentage of such Borrowing to the next higher or lower whole dollar amount.

SECTION 2.18. ***Sharing of Setoffs***. Each Lender agrees that if it shall, through the exercise of a right of banker's lien, setoff or counterclaim against the Borrower or any other Loan Party, or pursuant to a secured claim under Section 506 of Title 11 of the United States Code or other security or interest arising from, or in lieu of, such secured claim, received by such Lender under any applicable bankruptcy, insolvency or other similar law or otherwise, or by any other means (excluding means expressly contemplated elsewhere in this Agreement), obtain payment (voluntary or involuntary) in respect of any Loan or Loans or L/C Disbursement as a result of which the unpaid principal portion of its Loans and participations in L/C Disbursements shall be proportionately less than the unpaid principal portion of the Loans and participations in L/C Disbursements of any other Lender, it shall be deemed simultaneously to have purchased from such other Lender at face value, and shall promptly pay to such other Lender the purchase price for, a participation in the Loans and L/C Exposure of such other Lender, so that the aggregate unpaid principal amount of the Loans and L/C Exposure and participations in Loans and L/C Exposure held by each Lender shall be in the same proportion to the aggregate unpaid principal amount of all Loans and L/C Exposure then outstanding as the principal amount of its Loans and L/C Exposure prior to such exercise of banker's lien, setoff or counterclaim or other event was to the principal amount of all Loans and L/C Exposure outstanding prior to such exercise of banker's lien, setoff or counterclaim or other event; *provided*, *however*, that if any such purchase or purchases or adjustments shall be made pursuant to this Section 2.18 and the payment giving rise thereto shall thereafter be recovered, such purchase or purchases or adjustments shall be rescinded to the extent of such recovery and the purchase price or prices or adjustment restored without interest. The Borrower and Parent expressly consent to the foregoing arrangements and agree that any Lender holding a participation in a Loan or L/C Disbursement deemed to have been so purchased may exercise any and all rights of banker's lien, setoff or counterclaim with respect to any and all moneys owing by the Borrower and Parent to such Lender by reason thereof as fully as if such Lender had made a Loan directly to the Borrower in the amount of such participation.

SECTION 2.19. ***Payments***. (a) The Borrower shall make each payment (including principal of or interest on any Borrowing or any L/C Disbursement or any

Fees or other amounts) hereunder and under any other Loan Document not later than 1:00 p.m., New York City time, on the date when due in immediately available dollars, without setoff, defense or counterclaim. Each such payment (other than Issuing Bank Fees, which shall be paid directly to the Issuing Bank) shall be made to the Administrative Agent at its offices at Eleven Madison Avenue, New York, NY 10010. The Administrative Agent shall promptly distribute to each Lender any payments received by the Administrative Agent on behalf of such Lender.

(b) Except as otherwise expressly provided herein, whenever any payment (including principal of or interest on any Borrowing or any Fees or other amounts) hereunder or under any other Loan Document shall become due, or otherwise would occur, on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or Fees, if applicable.

(c) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Bank hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Bank, as the case may be, the amount due. In such event, if the Borrower does not in fact make such payment, then each of the Lenders or the Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender, and to pay interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at a rate determined by the Administrative Agent to represent its cost of overnight or short-term funds (which determination shall be conclusive absent manifest error).

SECTION 2.20. ***Taxes***. (a) Any and all payments by or on account of any obligation of the Borrower or any other Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; *provided* that, if the Borrower or any other Loan Party shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Lender or Issuing Bank (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower or such Loan Party shall make such deductions and (iii) the Borrower or such Loan Party shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Borrower shall indemnify the Administrative Agent, each Lender and the Issuing Bank, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent, such Lender or the Issuing Bank, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower or any other Loan Party hereunder or under any other Loan Document (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto; *provided* that the Borrower shall not be obligated to so indemnify any Lender, the Administrative Agent or the Issuing Bank in respect of interest or penalties attributable to any Indemnified Taxes or Other Taxes to the extent that such interest or penalties resulted solely from the gross negligence or willful misconduct of the Administrative Agent or such Lender or the Issuing Bank. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or the Issuing Bank, or by the Administrative Agent on behalf of itself, a Lender or the Issuing Bank, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower or any other Loan Party to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) (i) Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Borrower as will permit such payments to be made without withholding or at a reduced rate.

(ii) If a payment made to a Lender or Issuing Bank under this Agreement or any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender or Issuing Bank were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472((b) of the Code, as applicable), such Lender or Issuing Bank shall deliver to the Withholding Agent, at the time or times prescribed by law and at such other time or times reasonably requested by the Withholding Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Withholding Agent as may be necessary for the Withholding Agent to comply with its obligations under FATCA, to determine that such Lender or Issuing Bank has complied with such Lender or Issuing Bank's obligations under FATCA or to determine the amount to deduct and withhold from such payment.

(f) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so) and (ii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; *provided*, that this paragraph (f) shall not create any additional obligation of the Borrower hereunder. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (f).

SECTION 2.21. ***Assignment of Commitments Under Certain Circumstances; Duty to Mitigate*** . (a) In the event (i) any Lender or the Issuing Bank delivers a certificate requesting compensation pursuant to Section 2.14, (ii) any Lender or the Issuing Bank delivers a notice described in Section 2.15, (iii) the Borrower is required to pay any additional amount to any Lender or the Issuing Bank or any Governmental Authority on account of any Lender or the Issuing Bank pursuant to Section 2.20, (iv) any Lender refuses to consent to any amendment, waiver or other modification of any Loan Document requested by the Borrower that requires the consent of a greater percentage of the Lenders than the Required Lenders and such amendment, waiver or other modification is consented to by the Required Lenders, (v) any Lender refuses to consent to any Loan Modification Offer, and such Loan Modification Offer is consented to by Lenders holding a majority in interest of the Affected Class or (vi) any Lender becomes a Defaulting Lender, then, in each case, the Borrower may, at its sole expense and effort (including with respect to the processing and recordation fee referred to in Section 9.04(b)), upon notice to such Lender or the Issuing Bank, as the case may be, and the Administrative Agent, require such Lender or the Issuing Bank to transfer and assign, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all of its interests, rights and obligations under this Agreement (or, in the case of clause (iv), (v) or (vi) above, all of its interests, rights and obligations with respect to the Class of Loans or Commitments that is the subject of the related consent, amendment, waiver or other modification or in respect of which such Lender is a Defaulting Lender, as the case may be) to an Eligible Assignee that shall assume such assigned obligations and, with respect to clause (iv) or (v) above, shall consent to such requested amendment, waiver or other modification of any Loan Document (which Eligible Assignee may be another Lender, if a Lender accepts such assignment); *provided* that (x) such assignment shall not conflict with any law, rule or regulation or order of any court or other Governmental Authority having jurisdiction, (y) the Borrower shall have received the prior written consent of the Administrative Agent (and, if a Revolving Credit Commitment is being assigned, of the Issuing Bank), which consents shall not

unreasonably be withheld or delayed, and (z) the Borrower or such Eligible Assignee shall have paid to the affected Lender or the Issuing Bank in immediately available funds an amount equal to the sum of the principal of and interest accrued to the date of such payment on the outstanding Loans or L/C Disbursements of such Lender or the Issuing Bank, respectively, plus all Fees (except, in the case of a Defaulting Lender, any Fees not required to be paid to such Defaulting Lender pursuant to the express provisions of this Agreement) and other amounts accrued for the account of such Lender or the Issuing Bank hereunder with respect thereto (including any amounts under Sections 2.14 and 2.16); *provided further* that, if prior to any such transfer and assignment the circumstances or event that resulted in such Lender's or the Issuing Bank's claim for compensation under Section 2.14, notice under Section 2.15 or the amounts paid pursuant to Section 2.20, as the case may be, cease to cause such Lender or the Issuing Bank to suffer increased costs or reductions in amounts received or receivable or reduction in return on capital, or cease to have the consequences specified in Section 2.15, or cease to result in amounts being payable under Section 2.20, as the case may be (including as a result of any action taken by such Lender or the Issuing Bank pursuant to paragraph (b) below), or if such Lender or the Issuing Bank shall waive its right to claim further compensation under Section 2.14 in respect of such circumstances or event or shall withdraw its notice under Section 2.15 or shall waive its right to further payments under Section 2.20 in respect of such circumstances or event or shall consent to the proposed amendment, waiver, consent or other modification or shall cease to be a Defaulting Lender, as the case may be, then such Lender or the Issuing Bank shall not thereafter be required to make any such transfer and assignment hereunder. Each Lender hereby grants to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) to execute and deliver, on behalf of such Lender as assignor, any Assignment and Acceptance necessary to effectuate any assignment of such Lender's interests hereunder in the circumstances contemplated by this Section 2.21(a).

(b) If (i) any Lender or the Issuing Bank shall request compensation under Section 2.14, (ii) any Lender or the Issuing Bank delivers a notice described in Section 2.15 or (iii) the Borrower is required to pay any additional amount to any Lender or the Issuing Bank or any Governmental Authority on account of any Lender or the Issuing Bank, pursuant to Section 2.20, then such Lender or the Issuing Bank shall use reasonable efforts (which shall not require such Lender or the Issuing Bank to incur an unreimbursed loss or unreimbursed cost or expense or otherwise take any action inconsistent with its internal policies or legal or regulatory restrictions or suffer any disadvantage or burden deemed by it to be significant) (x) to file any certificate or document reasonably requested in writing by the Borrower or (y) to assign its rights and delegate and transfer its obligations hereunder to another of its offices, branches or affiliates, if such filing or assignment would reduce its claims for compensation under Section 2.14 or enable it to withdraw its notice pursuant to Section 2.15 or would reduce amounts payable pursuant to Section 2.20, as the case may be, in the future. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender or the Issuing Bank in connection with any such filing or assignment, delegation and transfer.

SECTION 2.22. ***Reserved***.

SECTION 2.23. ***Letters of Credit***. (a) *General.* Subject to the terms and conditions herein set forth, the Borrower may request the issuance of a Letter of Credit for its own account or for the account of any of the Subsidiaries (in which case the Borrower and such Subsidiary shall be co-applicants with respect to such Letter of Credit), in a form reasonably acceptable to the Administrative Agent and the Issuing Bank, at any time and from time to time while the L/C Commitment remains in effect. This Section shall not be construed to impose an obligation upon the Issuing Bank to issue any Letter of Credit that is inconsistent with the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained in this Section 2.23 or elsewhere in this Agreement, (i) in the event that a Revolving Credit Lender is a Defaulting Lender, no Issuing Bank shall be required to issue any Letter of Credit unless such Issuing Bank has entered into arrangements reasonably satisfactory to it and the Borrower to eliminate such Issuing Bank's risk with respect to the participation in Letters of Credit by all such Defaulting Lenders, including by cash collateralizing each such Defaulting Lender's Pro Rata Percentage of the applicable L/C Exposure, and (ii) if agreed to between the Borrower and any Issuing Bank in writing, the obligation of such Issuing Bank (and its Affiliates) to issue, extend or renew any Letters of Credit under this Agreement may be terminated (in whole or in part) as provided therein.

(b) ***Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions*** . In order to request the issuance of a Letter of Credit (or to amend, renew or extend an existing Letter of Credit), the Borrower shall hand deliver or fax to the Issuing Bank and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, the date of issuance, amendment, renewal or extension, the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) below), the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare such Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if, and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrower shall be deemed to represent and warrant that, after giving effect to such issuance, amendment, renewal or extension (i) the L/C Exposure shall not exceed $150,000,000 and (ii) the Aggregate Revolving Credit Exposure shall not exceed the Total Revolving Credit Commitment.

(c) ***Expiration Date***. Each Letter of Credit shall expire at the close of business on the earlier of the date one year after the date of the issuance of such Letter of Credit and the date that is five Business Days prior to the Revolving Credit Maturity Date, unless such Letter of Credit expires by its terms on an earlier date; *provided*, *however*, that a Letter of Credit may, upon the request of the Borrower, include a provision whereby such Letter of Credit shall be renewed automatically for additional consecutive periods of 12 months or less (but not beyond the date that is five Business Days prior to the Revolving Credit

Maturity Date) unless the Issuing Bank notifies the beneficiary thereof at least 30 days (or such longer period as may be specified in such Letter of Credit) prior to the then-applicable expiration date that such Letter of Credit will not be renewed.

(d) ***Participations***. By the issuance of a Letter of Credit and without any further action on the part of the Issuing Bank or the Lenders, the Issuing Bank hereby grants to each Revolving Credit Lender, and each such Lender hereby acquires from the Issuing Bank, a participation in such Letter of Credit equal to such Lender's Pro Rata Percentage of the aggregate amount available to be drawn under such Letter of Credit, effective upon the issuance of such Letter of Credit or, in the case of the Existing Letters of Credit, effective upon the Third Restatement Effective Date. In consideration and in furtherance of the foregoing, each Revolving Credit Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the Issuing Bank, such Lender's Pro Rata Percentage of each L/C Disbursement made by the Issuing Bank and not reimbursed by the Borrower (or, if applicable, another party pursuant to its obligations under any other Loan Document) forthwith on the date due as provided in Section 2.02(f). Each Revolving Credit Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or an Event of Default, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) ***Reimbursement***. If the Issuing Bank shall make any L/C Disbursement in respect of a Letter of Credit, the Borrower shall pay to the Administrative Agent an amount equal to such L/C Disbursement not later than 1:00 p.m., New York City time, on the immediately following Business Day after the Issuing Bank notifies the Borrower thereof.

(f) ***Obligations Absolute***. The Borrower's obligations to reimburse L/C Disbursements as provided in paragraph (e) above shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement, under any and all circumstances whatsoever, and irrespective of:

(i) any lack of validity or enforceability of any Letter of Credit or any Loan Document, or any term or provision therein;

(ii) any amendment or waiver of or any consent to departure from all or any of the provisions of any Letter of Credit or any Loan Document;

(iii) the existence of any claim, setoff, defense or other right that the Borrower, any other party guaranteeing, or otherwise obligated with,

the Borrower, any Subsidiary or other Affiliate thereof or any other person may at any time have against the beneficiary under any Letter of Credit, the Issuing Bank, the Administrative Agent or any Lender or any other person, whether in connection with this Agreement, any other Loan Document or any other related or unrelated agreement or transaction;

(iv) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;

(v) payment by the Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit; and

(vi) any other act or omission to act or delay of any kind of the Issuing Bank, the Lenders, the Administrative Agent or any other person or any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of the Borrower's obligations hereunder.

Without limiting the generality of the foregoing, it is expressly understood and agreed that the absolute and unconditional obligation of the Borrower hereunder to reimburse L/C Disbursements will not be excused by the gross negligence or willful misconduct of the Issuing Bank. However, the foregoing shall not be construed to excuse the Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by the Issuing Bank's gross negligence, bad faith or willful misconduct in determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. It is further understood and agreed that the Issuing Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary and, in making any payment under any Letter of Credit (i) the Issuing Bank's exclusive reliance on the documents presented to it under such Letter of Credit as to any and all matters set forth therein, including reliance on the amount of any draft presented under such Letter of Credit, whether or not the amount due to the beneficiary thereunder equals the amount of such draft and whether or not any document presented pursuant to such Letter of Credit proves to be insufficient in any respect, if such document on its face appears to be in order, and whether or not any other statement or any other document presented pursuant to such Letter of Credit proves to be forged or invalid or any statement therein proves to be inaccurate or untrue in any respect whatsoever and (ii) any noncompliance in any immaterial respect of the documents presented under such Letter of Credit with the terms thereof shall, in each case, be deemed not to constitute gross negligence or willful misconduct of the Issuing Bank.

(g) ***Disbursement Procedures***. The Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. The Issuing Bank shall as promptly as possible give telephonic notification, confirmed by fax, to the Administrative Agent and the Borrower of such demand for payment and whether the Issuing Bank has made or will make an L/C Disbursement thereunder; *provided* that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse the Issuing Bank and the Revolving Credit Lenders with respect to any such L/C Disbursement.

(h) ***Interim Interest***. If the Issuing Bank shall make any L/C Disbursement in respect of a Letter of Credit, then, unless the Borrower shall reimburse such L/C Disbursement in full on such date, the unpaid amount thereof shall bear interest for the account of the Issuing Bank, for each day from and including the date of such L/C Disbursement, to but excluding the earlier of the date of payment by the Borrower or the date on which interest shall commence to accrue thereon as provided in Section 2.02(f), at the rate per annum that would apply to such amount if such amount were an ABR Revolving Loan.

(i) ***Resignation or Removal of the Issuing Bank***. The Issuing Bank may resign at any time by giving 30 days' prior written notice to the Administrative Agent, the Lenders and the Borrower, and may be removed at any time by the Borrower by notice to the Issuing Bank, the Administrative Agent and the Lenders. Upon the acceptance of any appointment as the Issuing Bank hereunder by a Lender that shall agree to serve as successor Issuing Bank, such successor shall succeed to and become vested with all the interests, rights and obligations of the retiring Issuing Bank. At the time such removal or resignation shall become effective, the Borrower shall pay all accrued and unpaid fees pursuant to Section 2.05(c)(ii). The acceptance of any appointment as the Issuing Bank hereunder by a successor Lender shall be evidenced by an agreement entered into by such successor, in a form satisfactory to the Borrower and the Administrative Agent, and, from and after the effective date of such agreement, (i) such successor Lender shall have all the rights and obligations of the previous Issuing Bank under this Agreement and the other Loan Documents and (ii) references herein and in the other Loan Documents to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the resignation or removal of the Issuing Bank hereunder, the retiring Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement and the other Loan Documents with respect to Letters of Credit issued by it prior to such resignation or removal, but shall not be required to issue additional Letters of Credit.

(j) ***Cash Collateralization***. If any Event of Default shall occur and be continuing, the Borrower shall, on the Business Day it receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans

has been accelerated, Revolving Credit Lenders holding participations in outstanding Letters of Credit representing greater than 50% of the aggregate undrawn amount of all outstanding Letters of Credit) thereof and of the amount to be deposited, deposit in an account with the Collateral Agent, for the benefit of the Revolving Credit Lenders, an amount in cash equal to the L/C Exposure as of such date. Such deposit shall be held by the Collateral Agent as collateral for the payment and performance of the Obligations. The Collateral Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits in Permitted Investments, which investments shall be made at the option and sole discretion of the Collateral Agent, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall (i) automatically be applied by the Administrative Agent to reimburse the Issuing Bank for L/C Disbursements for which it has not been reimbursed, (ii) be held for the satisfaction of the reimbursement obligations of the Borrower for the L/C Exposure at such time and (iii) if the maturity of the Loans has been accelerated (but subject to the consent of Revolving Credit Lenders holding participations in outstanding Letters of Credit representing greater than 50% of the aggregate undrawn amount of all outstanding Letters of Credit), be applied to satisfy the Obligations. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three Business Days after all Events of Default have been cured or waived. Notwithstanding the foregoing, following the incurrence by the Borrower or any Subsidiary of any Other Senior Secured Debt, the treatment and application of any amounts provided by the Borrower as cash collateral hereunder shall be subject to the terms and provisions of any applicable Pari Passu Intercreditor Agreement and, in the event of any conflict between the terms of such Pari Passu Intercreditor Agreement and the terms of this paragraph (j), the terms of such Pari Passu Intercreditor Agreement shall govern.

(k) ***Additional Issuing Banks.*** The Borrower may, at any time and from time to time with the consent of the Administrative Agent (which consent shall not be unreasonably withheld or delayed) and such Lender, designate one or more additional Lenders to act as an issuing bank under the terms of this Agreement. Any Lender designated as an issuing bank pursuant to this paragraph (k) shall be deemed to be an "Issuing Bank" (in addition to being a Lender) in respect of Letters of Credit issued or to be issued by such Lender, and, with respect to such Letters of Credit, such term shall thereafter apply to the other Issuing Bank and such Lender.

SECTION 2.24. ***Incremental Term Loans***. (a) The Borrower may, by written notice to the Administrative Agent from time to time, request Incremental Term Loan Commitments in an amount not to exceed the Incremental Amount from one or more Incremental Term Lenders, which may include any existing Lender; *provided* that each Incremental Term Lender, if not already a Lender hereunder or Affiliate of a Lender or an

Approved Fund, shall be subject to the approval of the Administrative Agent (which approval shall not be unreasonably withheld or delayed). Such notice shall set forth (i) the amount of the Incremental Term Loan Commitments being requested (which shall be in minimum increments of $1,000,000 and a minimum amount of $25,000,000 or such lesser amount equal to the remaining Incremental Amount), (ii) the date on which such Incremental Term Loan Commitments are requested to become effective, and (iii) whether such Incremental Term Loan Commitments are commitments to make additional 2021 Term D Loans or commitments to make term loans with terms different from the 2021 Term D Loans, including Other Term A Loans ("***Other Term Loans***").

(b) The Borrower and each Incremental Term Lender shall execute and deliver to the Administrative Agent an Incremental Term Loan Assumption Agreement and such other documentation as the Administrative Agent shall reasonably specify to evidence the Incremental Term Loan Commitment of each Incremental Term Lender. Each Incremental Term Loan Assumption Agreement shall specify the terms of the Incremental Term Loans to be made thereunder; *provided* that, without the prior written consent of the Required Lenders, (i) the final maturity date of any Other Term Loans (other than any Other Term A Loans) shall be no earlier than the Latest Term Loan Maturity Date in effect at the time the Incremental Term Loan Commitments with respect to such Other Term Loans become effective (or, in the case of Other Term Loans all of the proceeds of which will be used to repay existing Term Loans (other than Other Term A Loans), the latest maturity date of such refinanced Term Loans), (ii) the average life to maturity of the Other Term Loans (other than any Other Term A Loans) shall be no shorter than the then remaining average life to maturity of any other Class of Loans (or, in the case of Other Term Loans all of the proceeds of which will be used to repay existing Term Loans (other than Other Term A Loans), the then remaining average life to maturity of such refinanced Term Loans), (iii) if the initial yield (excluding upfront or arrangement or similar fees payable to the arranger, if any, of such loan) on such Other Term Loans (as determined by the Administrative Agent to be equal to the sum of (x) the margin above the Adjusted LIBO Rate on such Other Term Loans (the "***Other Term Loan Margin***") (which shall be increased by the amount that any "LIBOR floor" applicable to such Other Term Loans on the date such Other Term Loans are made would exceed the Adjusted LIBO Rate that would be in effect for a three-month Interest Period commencing on such date) and (y) if such Other Term Loans are initially made at a discount or the Lenders making the same (as opposed to the arranger, if any, thereof) receive a fee directly or indirectly from Parent, the Borrower or any Subsidiary for doing so (the amount of such discount or fee, expressed as a percentage of the Other Term Loans, being referred to herein as "***OID***"), the amount of such OID divided by the lesser of (A) the average life to maturity of such Other Term Loans and (B) four) exceeds by more than 50 basis points the sum of (1) the margin applicable for Eurodollar Term Loans of any Class (other than Other Term A Loans and any other Class of Term Loans that does not elect to be subject to this clause (iii) in its Incremental Term Loan Assumption Agreement or Loan Modification Agreement) (which margin shall be the sum of the Applicable Percentage for Eurodollar Term Loans

of such Class (determined, solely for purposes of this Section 2.24, by reference to the Secured Net Leverage Ratio and the Total Leverage Ratio, as and to the extent applicable, in each case calculated on a pro forma basis after giving effect to any Specified Transaction to which such Other Term Loans relate and any Indebtedness incurred or expected to be incurred in connection therewith) (such margin, the "***Other Term Loan Reference Margin***") increased by the amount that any "LIBOR floor" applicable to such Eurodollar Term Loans on such date would exceed the Adjusted LIBO Rate that would be in effect for a three-month Interest Period commencing on such date) *plus* (2) the OID (if any) initially paid in respect of such Term Loans (for any Class of Term Loans, the applicable amount of such excess above 50 basis points being referred to herein as the "***Yield Differential***") then (I) the Applicable Percentage then in effect for such Class of Term Loans shall automatically be increased to the Other Term Loan Reference Margin plus the applicable Yield Differential (or, in the case of that portion, if any, of the Yield Differential resulting from the "LIBOR floor" applicable to such Other Term Loans being greater than that applicable to such Class of Term Loans on the date such Other Term Loans are made, by first increasing or (if no "LIBOR floor" is applicable to such Class of Term Loans at such time) by adding a "LIBOR floor" with respect to such portion of the Yield Differential), (II) each interest rate margin with respect to such Class of Term Loans set forth in the definition of Applicable Percentage shall be increased by the Yield Differential (or, in the case of that portion, if any, of the Yield Differential resulting from the "LIBOR floor" applicable to such Other Term Loans being greater than that applicable to such Class of Term Loans on the date such Other Term Loans are made, by first increasing or (if no "LIBOR floor" is applicable to such Class of Term Loans at such time) by adding a "LIBOR floor" with respect to such portion of the Yield Differential) and (III) the Applicable Percentage for such Class of Term Loans will thereafter be determined in accordance with the definition of Applicable Percentage as so amended and by reference to the Secured Net Leverage Ratio or Leverage Ratio, as the case may be and to the extent applicable; *provided* that in the event that the Applicable Percentage with respect to any such Class of Term Loans would be subject to any decrease as a result of any change in the Secured Net Leverage Ratio or the Leverage Ratio, as the case may be and to the extent applicable, the amount of any such decrease in the Applicable Percentage with respect to such Class of Term Loans shall not exceed the amount of any corresponding decrease, if any, in the Other Term Loan Margin as a result of such changes in the Secured Net Leverage Ratio and the Total Leverage Ratio, as the case may be and to the extent applicable, in each case effective upon the incurrence of such Other Term Loans and (iv) if the initial yield (excluding upfront or arrangement or similar fees payable to the arranger, if any, of such loan) on any Other Term A Loans (other than any Other Term A Loans that do not elect to be subject to this Section 2.24(b)(iv) in its Incremental Term Loan Assumption Agreement or Loan Modification Agreement) (as determined by the Administrative Agent on the same basis as the initial yield for Other Term Loans is determined pursuant to clause (iii) above) exceeds by more than 50 basis points the then-applicable yield

(as determined by the Administrative Agent on the same basis as the then-applicable yield for existing Term Loans is determined pursuant to clause (iii) above) for the 2019 Term A Loans or any Class of Other Term A Loans (for the 2019 Term A Loans or any such Class of Other Term A Loans, the applicable amount of such excess above 50 basis points being referred to herein as the "***TLA Yield Differential***") then (I) the Applicable Percentage then in effect for the 2019 Term A Loans and each other Class of Other Term A Loans shall automatically be increased to the Other Term Loan Reference Margin applicable thereto plus the applicable TLA Yield Differential (or, in the case of that portion, if any, of the TLA Yield Differential resulting from the "LIBOR floor" applicable to such new Other Term A Loans being greater than that applicable to the 2019 Term A Loans or such Class of Other Term A Loans on the date such new Other Term A Loans are made, by first increasing or (if no "LIBOR floor" is applicable to the 2019 Term A Loans or such existing Class of Other Term A Loans at such time) by adding a "LIBOR floor" with respect to such portion of the TLA Yield Differential), (II) each interest rate margin with respect to the 2019 Term A Loans or such existing Class of Other Term A Loans set forth in any table in the definition of Applicable Percentage, if any, shall be increased by the TLA Yield Differential (or, in the case of that portion, if any, of the TLA Yield Differential resulting from the "LIBOR floor" applicable to such new Other Term A Loans being greater than that applicable to the 2019 Term A Loans or such existing Class of Other Term A Loans on the date such new Other Term A Loans are made, by first increasing or (if no "LIBOR floor" is applicable to the 2019 Term A Loans or such existing Class of Other Term A Loans at such time) by adding a "LIBOR floor" with respect to such portion of the TLA Yield Differential) and (III) the Applicable Percentage for the 2019 Term A Loans or such existing Class of Other Term A Loans will thereafter be determined in accordance with the definition of Applicable Percentage as so amended and by reference to the Secured Net Leverage Ratio or Leverage Ratio, as the case may be and to the extent applicable; *provided* that in the event that the Applicable Percentage with respect to the 2019 Term A Loans or any such Class of existing Other Term A Loans would be subject to any decrease as a result of any change in the Secured Net Leverage Ratio or the Leverage Ratio, as the case may be and to the extent applicable, the amount of any such decrease in the Applicable Percentage with respect to the 2019 Term A Loans or such Class of existing Other Term A Loans shall not exceed the amount of any corresponding decrease, if any, in the Other Term Loan Margin as a result of such changes in the Secured Net Leverage Ratio and the Total Leverage Ratio, as the case may be and to the extent applicable, in each case effective upon the incurrence of such new Other Term A Loans. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Incremental Term Loan Assumption Agreement. Each of the parties hereto hereby agrees that, upon the effectiveness of any Incremental Term Loan Assumption Agreement, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Incremental Term Loan Commitment and the Incremental Term Loans evidenced thereby.

(c) Notwithstanding the foregoing, no Incremental Term Loan Commitment shall become effective under this Section 2.24 unless (i) on the date of such effectiveness, the applicable conditions set forth in paragraphs (b) and (c) of Section 4.01 shall be satisfied and the Administrative Agent shall have received a certificate to that effect dated such date and executed by a Financial Officer of the Borrower and (ii) except as otherwise specified in the applicable Incremental Term Loan Assumption Agreement, the Administrative Agent shall have received legal opinions, board resolutions and other closing certificates reasonably requested by the Administrative Agent and consistent with those delivered on the Closing Date under Section 4.02 of the Original Credit Agreement.

(d) Each of the parties hereto hereby agrees that the Administrative Agent may, in consultation with the Borrower, take any and all action as may be reasonably necessary to ensure that all Incremental Term Loans (other than Other Term Loans), when originally made, are included in each Borrowing of outstanding 2021 Term D Loans on a pro rata basis. This may be accomplished by requiring each outstanding Eurodollar 2021 Term D Term Loan Borrowing to be converted into an ABR Term Borrowing on the date of each Incremental Term Loan, or by allocating a portion of each Incremental Term Loan to each outstanding Eurodollar 2021 Term D Loan Borrowing on a pro rata basis. Any conversion of Eurodollar Term Loans to ABR Term Loans required by the preceding sentence shall be subject to Section 2.16. If any Incremental Term Loan is to be allocated to an existing Interest Period for a Eurodollar Term Borrowing, then the interest rate thereon for such Interest Period and the other economic consequences thereof shall be as set forth in the applicable Incremental Term Loan Assumption Agreement. In addition, to the extent any Incremental Term Loans are not Other Term Loans, the scheduled amortization payments under Section 2.11(a)(v) required to be made after the making of such Incremental Term Loans shall be ratably increased by the aggregate principal amount of such Incremental Term Loans.

SECTION 2.25. ***Loan Modification Offers; Replacement Revolving Credit Facility*** . (a) The Borrower may, by written notice to the Administrative Agent from time to time, make one or more offers (each, a "***Loan Modification Offer***") to all the Lenders of one or more Classes of Loans and/or Commitments (each Class subject to such a Loan Modification Offer, an " ***Affected Class***") to make one or more Permitted Amendments pursuant to procedures reasonably specified by the Administrative Agent and reasonably acceptable to the Borrower. Such notice shall set forth (i) the terms and conditions of the requested Permitted Amendment and (ii) the date on which such Permitted Amendment is requested to become effective. Permitted Amendments shall become effective only with respect to the Loans and/or Commitments of the Lenders of the Affected Class that accept the applicable Loan Modification Offer (such Lenders, the "***Accepting Lenders***") and, in the case of any Accepting Lender, only with respect to such Lender's Loans and/or Commitments of such Affected Class as to which such Lender's acceptance has been made.

(b) The Borrower and each Accepting Lender shall execute and deliver to the Administrative Agent a Loan Modification Agreement and such other documentation as the Administrative Agent shall reasonably specify to evidence the acceptance of the Permitted Amendments and the terms and conditions thereof. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Loan Modification Agreement. Each of the parties hereto hereby agrees that, upon the effectiveness of any Loan Modification Agreement, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Permitted Amendment evidenced thereby and only with respect to the applicable Loans and/or Commitments of the Accepting Lenders of the Affected Class, including any amendments necessary to treat the applicable Loans and/or Commitments of the Accepting Lenders of the Affected Class as a new "Class" of loans and/or commitments hereunder. Notwithstanding the foregoing, no Permitted Amendment shall become effective unless the Administrative Agent, to the extent reasonably requested by the Administrative Agent, shall have received legal opinions, board resolutions, officer's and secretary's certificates and other documentation consistent with those delivered on the First Restatement Effective Date under the First Amendment and Restatement Agreement.

(c) "***Permitted Amendments***" means any or all of the following: (i) an extension of the final maturity date and/or amortization applicable to the applicable Loans and/or Commitments of the Accepting Lenders, (ii) a change in the Applicable Percentage with respect to the applicable Loans and/or Commitments of the Accepting Lenders, (iii) a change in the Fees payable to (or the inclusion of additional fees to be payable to) the Accepting Lenders, (iv) changes to any prepayment premiums with respect to the applicable Loans and Commitments, (v) such amendments to this Agreement and the other Loan Documents as shall be appropriate, in the reasonable judgment of the Administrative Agent, to provide the rights and benefits of this Agreement and other Loan Documents to each new "Class" of loans and/or commitments resulting therefrom and (vi) additional amendments to the terms of this Agreement applicable to the applicable Loans and/or Commitments of the Accepting Lenders that are less favorable to such Accepting Lenders than the terms of this Agreement prior to giving effect to such Permitted Amendments and that are reasonably acceptable to the Administrative Agent; *provided,* that, if any such Permitted Amendment shall create a new Class of Revolving Credit Commitments, (A) the allocation of the participation exposure with respect to any then-existing or subsequently issued or made Letter of Credit as between the commitments of such new "Class" and the Commitments of the then-existing Revolving Credit Lenders shall be made on a ratable basis as between the commitments of such new "Class" and the Commitments of the then-existing Revolving Credit Lenders and (B) the L/C Commitment may not be extended without the prior written consent of the Issuing Bank.

(d) Notwithstanding anything to the contrary contained herein, this Agreement may be amended with the written consent of the Administrative

Agent, the Borrower and the Lenders providing the relevant Replacement Revolving Credit Facility (as defined below) to effect the refinancing of all the Revolving Credit Commitments with a replacement facility under this Agreement (a "***Replacement Revolving Credit Facility***"); *provided* that (a) the aggregate amount of commitments under such Replacement Revolving Facility Commitments shall not exceed the aggregate amount of the replaced Revolving Credit Commitments and (b) the maturity date of such Replacement Revolving Credit Facility shall not be earlier than the latest Revolving Credit Maturity Date at the time of such replacement. Each of the parties hereto hereby agrees that, upon the effectiveness of any Replacement Revolving Credit Facility, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Replacement Revolving Credit Facility evidenced thereby. Notwithstanding the foregoing, (i) no Replacement Revolving Credit Facility shall become effective unless the Administrative Agent, to the extent reasonably requested by the Administrative Agent, shall have received legal opinions, board resolutions, officer's and secretary's certificates and other documentation consistent with those delivered on the First Restatement Effective Date under the First Amendment and Restatement Agreement and (ii) the Issuing Bank shall not be obligated to continue to issue Letters of Credit, respectively, under the Replacement Revolving Credit Facility except to the extent it agrees in writing to do so at or prior to the effectiveness of the Replacement Revolving Credit Facility. Without limiting the foregoing, in the event that the initial Replacement Revolving Credit Facility is in an aggregate principal amount less than the aggregate principal amount of the Revolving Credit Commitments being replaced, this Agreement may be further amended with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant additional commitments under the Replacement Revolving Credit Facility (and subject to the same limitations and requirements provided above in this paragraph (d)) to include additional commitments under the Replacement Revolving Credit Facility that will not cause the aggregate amount of the commitments thereunder to exceed the aggregate amount of the replaced Revolving Credit Commitments.

SECTION 2.26. ***Revolving Credit Commitment Increases***. (a) The Borrower may from time to time, by written notice (a "***Notice of Increase***") to the Administrative Agent (which shall promptly deliver a copy to each of the Revolving Credit Lenders), request that new Revolving Credit Commitments of any Class be extended or existing Revolving Credit Commitments of any Class be increased by one or more financial institutions, which may include any Revolving Credit Lender (any such financial institution, an "***Increasing Revolving Credit Lender***") (any such extension or increase, a "***Revolving Credit Commitment Increase***"); *provided* that (i) the terms of the Revolving Credit Commitments under the Revolving Credit Commitment Increase shall be identical to the existing Revolving Credit Commitments of the applicable Class, except for any upfront fees paid to Increasing Revolving Credit Lenders; (ii) at the time of effectiveness of any Revolving Credit Commitment Increase effected pursuant to this paragraph (A) the amount of such Revolving Credit Commitment Increase shall not exceed the Incremental Amount and (B) the aggregate amount of Revolving Credit Commitment

Increases effected pursuant to this paragraph shall not exceed the greater of (x) $750,000,000 and (y) an amount equal to 50% of Consolidated EBITDA for the most recently ended four-quarter period for which financial statements have been delivered in accordance with Section 5.04(a) or (b); (iii) each Revolving Credit Commitment Increase shall be in an aggregate principal amount of not less than $25,000,000, except to the extent necessary to utilize the remaining unused amount of increase permitted under this Section 2.26(a); (iv) prior to any such Revolving Credit Commitment Increase, except as otherwise specified in the applicable Revolving Accession Agreement, the Administrative Agent shall have received legal opinions, board resolutions and other closing certificates reasonably requested by the Administrative Agent and consistent with those delivered on the Closing Date under Section 4.02 of the Original Credit Agreement and (v) at the time of each such Revolving Credit Commitment Increase request and immediately after giving effect to the effectiveness of each such Revolving Credit Commitment Increase, the applicable conditions set forth in paragraphs (b) and (c) of Section 4.01 shall be satisfied and the Administrative Agent shall have received certificates to that effect dated such dates and executed by a Financial Officer of the Borrower. Such Notice of Increase shall set forth the amount of the requested Revolving Credit Commitment Increase and the date on which such Revolving Credit Commitment Increase is requested to become effective. The Borrower may arrange for one or more Revolving Credit Lenders or one or more other financial institutions to act as Increasing Revolving Credit Lenders with respect to the proposed Revolving Credit Commitment Increase; *provided* that each Increasing Revolving Credit Lender shall be subject to the approval of the Administrative Agent, each Issuing Bank (which approvals shall not be unreasonably withheld, conditioned or delayed) and each Increasing Revolving Credit Lender shall become a party to this Agreement by completing and delivering to the Administrative Agent a duly executed accession agreement in a form reasonably satisfactory to the Administrative Agent and the Borrower (a "*Revolving Accession Agreement*"). Revolving Credit Commitment Increases shall become effective on the date specified in the Notice of Increase delivered pursuant to this paragraph (but not prior to, for any Increasing Revolving Credit Lender that is not already a Revolving Credit Lender, execution and delivery by such Increasing Revolving Credit Lender of a Revolving Accession Agreement). Upon the effectiveness of any Revolving Accession Agreement to which any Increasing Revolving Credit Lender is a party, such Increasing Revolving Credit Lender shall thereafter be deemed to be a party to this Agreement and shall be entitled to all rights, benefits and privileges, and subject to all obligations, of a Revolving Credit Lender hereunder.

(b) Each of the parties hereto hereby agrees that, upon the effectiveness of any Revolving Credit Commitment Increase, this Agreement may be amended (such amendment, a "***Revolving Credit Commitment Increase Amendment***") without the consent of any Lender to the extent (but only to the extent) necessary to reflect the existence and terms of the Revolving Credit Commitment Increase evidenced thereby. Upon the effectiveness of each Revolving Credit Commitment Increase pursuant to this Section 2.26, (i) each Revolving Credit Lender immediately prior to such increase will automatically and without further act be deemed to have assigned to each Increasing Revolving Credit Lender providing a portion of such Revolving Credit Commitment Increase, and each

such Increasing Revolving Credit Lender will automatically and without further act be deemed to have assumed, a portion of such Revolving Credit Lender's participations hereunder in outstanding Letters of Credit such that, after giving effect to such Revolving Credit Commitment Increase and each such deemed assignment and assumption of participations, the percentage of the aggregate outstanding participations hereunder in Letters of Credit held by each Revolving Credit Lender (including each such Increasing Revolving Credit Lender) will equal such Lender's Pro Rata Percentage and (ii) if, on the date of such Revolving Credit Commitment Increase, there are any Revolving Loans outstanding, such Revolving Loans shall on or prior to the effectiveness of such Revolving Credit Commitment Increase be prepaid from the proceeds of additional Revolving Loans made hereunder (reflecting such Revolving Credit Commitment Increase), which prepayment shall be accompanied by accrued interest on the Revolving Loans being prepaid and any costs incurred by any Lender in accordance with Section 2.12. The Administrative Agent and the Lenders hereby agree that the minimum borrowing, pro rata borrowing and pro rata payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to the immediately preceding sentence.

SECTION 2.27. ***Term Loan Pricing Protection.*** From and after the Third Restatement Effective Date, if the initial yield on any New Term Loans incurred on or after such date (as determined by the Administrative Agent and to be equal to the sum of (x) the margin above the adjusted LIBO or eurocurrency rate on such New Term Loans (the "***New Loan Margin***") (which shall be increased by the amount that any "LIBOR floor" applicable to such New Term Loans on the date such New Term Loans are made would exceed the adjusted LIBO or eurocurrency rate that would be in effect for a three-month Interest Period commencing on such date) and (y) if such New Term Loans are initially made at a discount or the lenders making the same (as opposed to the arrangers, if any, thereof) receive a fee directly or indirectly from Parent, the Borrower or any subsidiary of Parent for doing so (the amount of such discount or fee, expressed as a percentage of the New Term Loans, being referred to herein as "***New Term Loan OID***"), the amount of such New Term Loan OID divided by the lesser of (A) the average life to maturity of such New Term Loans and (B) four) exceeds by more than 50 basis points the sum of (1) the margin applicable to the Eurodollar 2017 Term E Term Loans or the Eurodollar 2021 Term D Loans (which margin shall be the sum of the Applicable Percentage for 2017 Term E Term Loans or the 2021 Term D Loans (such margin, the "***Reference Margin***") increased by the amount that any "LIBOR floor" applicable to such Eurodollar 2017 Term E Term Loans or such Eurodollar 2021 Term D Loans on such date would exceed the Adjusted LIBO Rate that would be in effect for a three-month Interest Period commencing on such date) *plus* (2) if such 2017 Term E Term Loans or 2021 Term D Loans were initially made at a discount or the Lenders making the same (as opposed to the arranger, if any, thereof) received a fee directly or indirectly from Parent, the Borrower or any Subsidiary for doing so (the amount of such discount or fee, expressed as a percentage of the 2017 Term E Term Loans or the 2021 Term D Loans and calculated on a weighted average basis, being referred to herein as "***Extended OID***"), the amount of such Extended OID divided by four (such excess above 50 basis points being referred to herein as the "***New Term Loan Yield Differential***") then (i) the

Applicable Percentage then in effect for such 2017 Term E Term Loans or 2021 Term D Loans shall automatically be increased to the Reference Margin plus the applicable New Term Loan Yield Differential (or, in the case of that portion, if any, of the New Term Loan Yield Differential resulting from the "LIBOR floor" applicable to such New Term Loans being greater than that applicable to such 2017 Term E Term Loans or 2021 Term D Loans on the date such New Term Loans are made, by first increasing or (if no "LIBOR floor" is applicable to such 2017 Term E Term Loans or 2021 Term D Loans at such time) by adding a "LIBOR floor" with respect to such portion of the New Term Loan Yield Differential), (ii) each interest rate margin with respect to the 2017 Term E Loans or the 2021 Term D Loans set forth in the definition of Applicable Percentage shall be increased by the New Term Loan Yield Differential (or, in the case of that portion, if any, of the New Term Loan Yield Differential resulting from the "LIBOR floor" applicable to such New Term Loans being greater than that applicable to such 2017 Term E Loans or the 2021 Term D Loans on the date such New Term Loans are made, by first increasing or (if no "LIBOR floor" is applicable to such 2017 Term E Loans or such 2021 Term D Loans at such time) by adding a "LIBOR floor" with respect to such portion of the New Term Loan Yield Differential) and (iii) the Applicable Percentage for the 2017 Term E Term Loans or the 2021 Term D Loans will thereafter be determined in accordance with the definition of Applicable Percentage as so amended.

ARTICLE III

Representations and Warranties

Each of Parent and the Borrower represents and warrants to the Administrative Agent, the Collateral Agent, the Issuing Bank and each of the Lenders that:

SECTION 3.01. ***Organization; Powers***. Each of the Loan Parties (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, except, with respect to Loan Parties other than Parent or the Borrower, to the extent that the failure of such Loan Parties to be in good standing could not reasonably be expected to have a Material Adverse Effect, (b) has all requisite power and authority to own its property and assets and to carry on its business as now conducted and as proposed to be conducted, except to the extent that the failure to possess such power and authority could not reasonably be expected to result in a Material Adverse Effect, (c) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where the failure so to qualify could not reasonably be expected to result in a Material Adverse Effect, and (d) has the power and authority to execute, deliver and perform its obligations under each of the Loan Documents and each other agreement or instrument contemplated thereby to which it is or will be a party and, in the case of the Borrower, to borrow hereunder.

SECTION 3.02. ***Authorization***. The execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party and the making of the Borrowings hereunder (a) have been duly authorized by all requisite corporate and, if required, stockholder action and (b) will not (i) violate (A) any provision of law, statute, rule or regulation, or of the certificate or articles of incorporation or other constitutive

documents or by-laws of Parent, the Borrower or any Subsidiary, (B) any order of any Governmental Authority or (C) any provision of any indenture, agreement or other instrument to which Parent, the Borrower or any Subsidiary is a party or by which any of them or any of their property is or may be bound, except as could not reasonably be expected to result in a Material Adverse Effect, (ii) be in conflict with, result in a breach of or constitute (alone or with notice or lapse of time or both) a default under, or give rise to any right to accelerate or to require the prepayment, repurchase or redemption of any obligation under any such indenture, agreement or other instrument, except as could not reasonably be expected to result in a Material Adverse Effect or (iii) result in the creation or imposition of any Lien upon or with respect to any property or assets now owned or hereafter acquired by Parent, the Borrower or any Subsidiary (other than any Lien created hereunder or under the Security Documents or permitted pursuant to Section 6.02).

SECTION 3.03. ***Enforceability***. The Third Amendment and Restatement Agreement has been duly executed and delivered by Parent and the Borrower and constitutes, and this Agreement and each other Loan Document constitutes, a legal, valid and binding obligation of such Loan Party enforceable against such Loan Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

SECTION 3.04. ***Governmental Approvals***. No action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required in connection with the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party and the making of the Borrowings hereunder, except for (a) the filing of Uniform Commercial Code financing statements and filings with the United States Patent and Trademark Office and the United States Copyright Office, (b) recordation of Mortgages and other filings and recordings in respect of Liens created pursuant to the Security Documents, (c) such as have been made or obtained and are in full force and effect and (d) such actions, consents, approvals, registrations or filings which the failure to obtain or make could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.05. ***Financial Statements***. Parent has heretofore furnished to the Lenders its consolidated balance sheets and related statements of income, stockholders' equity and cash flows of Parent as of and for the 2012 fiscal year, audited by and accompanied by the opinion of Deloitte & Touche LLP, independent public accountant, and (ii) as of and for each 2013 fiscal quarter of Parent (other than the fourth fiscal quarter) thereafter ended at least 45 days prior to the Third Restatement Effective Date. Such financial statements present fairly in all material respects the financial condition and results of operations and cash flows of Parent and its consolidated subsidiaries as of such dates and for such periods. Such balance sheets and the notes thereto disclose all material liabilities, direct or contingent, of Parent and its consolidated subsidiaries as of the dates thereof in accordance with GAAP in all material respects. Such financial statements were prepared in accordance with GAAP applied on a consistent basis in all material respects, subject, in the case of unaudited financial statements, to year-end audit adjustments and the absence of footnotes.

SECTION 3.06. ***No Material Adverse Change***. No event, change or condition has occurred that has had, or could reasonably be expected to have, a material adverse effect on the business, assets, operations, financial condition or operating results of Parent, the Borrower and the Subsidiaries, taken as a whole, since December 31, 2012.

SECTION 3.07. ***Title to Properties; Possession Under Leases***. (a) Each of Parent, the Borrower and the Subsidiaries has good and marketable title to, or valid leasehold interests in, or a right to use, all its properties and assets (including all Mortgaged Property), except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties and assets for their intended purposes and except where the failure to have such title or other interest could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All such material properties and assets are free and clear of Liens, other than Liens expressly permitted by Section 6.02.

(b) As of the Third Restatement Effective Date, neither Parent nor the Borrower has received any notice of, nor has any knowledge of, any pending or contemplated material condemnation proceeding affecting the Mortgaged Properties in any material respect or any sale or disposition thereof in lieu of condemnation.

(c) As of the Third Restatement Effective Date, none of Parent, the Borrower or any of the Subsidiaries is obligated under any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Mortgaged Property or any material interest therein, except for customary rights of first refusal granted to the prior owners of such Mortgaged Property or their Affiliates.

SECTION 3.08. ***Subsidiaries***. Schedule 3.08 sets forth as of the Third Restatement Effective Date a list of all Subsidiaries and the percentage ownership interest of Parent or the Borrower therein. The shares of capital stock or other ownership interests so indicated on Schedule 3.08 are, in the case of corporations, fully paid and non-assessable and are owned by Parent or the Borrower, directly or indirectly, free and clear of all Liens (other than Liens created under the Security Documents or permitted pursuant to Section 6.02).

SECTION 3.09. ***Litigation; Compliance with Laws***. (a) Except as disclosed in the periodic and other reports, proxy statements and other materials filed by Parent, the Borrower or any Subsidiary with the SEC prior to the Third Restatement Effective Date, there are no actions, suits or proceedings at law or in equity or by or before any Governmental Authority now pending or, to the knowledge of Parent or the Borrower through receipt of written notice or proceeding, threatened against or affecting Parent or the Borrower or any Subsidiary or any business, property or rights of any such person as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) None of Parent, the Borrower or any of the Subsidiaries or any of their respective material properties or assets is in violation of, nor will the continued operation of their material properties and assets as currently conducted violate, any law, rule or regulation (including any occupational safety and health, health care, pension, certificate of need, Medicare, Medicaid, insurance fraud or similar law, zoning, building, Environmental Law, ordinance, code or approval or any building permits) or any restrictions of record or agreements affecting the Mortgaged Property, or is in default with respect to any judgment, writ, injunction, decree or order of any Governmental Authority, where such violation or default could reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10. ***Agreements***. None of Parent, the Borrower or any of the Subsidiaries is in default in any manner under any provision of any indenture or other agreement or instrument evidencing Indebtedness, or any other material agreement or instrument to which it is a party or by which it or any of its properties or assets are or may be bound, where such default could reasonably be expected to result in a Material Adverse Effect.

SECTION 3.11. ***Federal Reserve Regulations***. (a) None of Parent, the Borrower or any of the Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock.

(b) No part of the proceeds of any Loan or any Letter of Credit will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of, or that is inconsistent with, the provisions of the Regulations of the Board, including Regulation T, U or X.

SECTION 3.12. ***Investment Company Act.*** None of Parent, the Borrower or any Subsidiary is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.13. ***Use of Proceeds***. The Borrower will (a) use the proceeds of the Loans and will request the issuance of Letters of Credit only for the purposes specified in the Preliminary Statement to this Agreement and (b) use the proceeds of Incremental Term Loans only for the purposes specified in the applicable Incremental Term Loan Assumption Agreement.

SECTION 3.14. ***Tax Returns***. Each of Parent, the Borrower and the Subsidiaries has filed or caused to be filed, or has timely requested an extension to file or has received an approved extension to file, all Federal, state, local and foreign tax returns or materials that to the Borrower's best knowledge are required to have been filed by it and has paid or caused to be paid all taxes due and payable by it and all assessments received by it, except taxes that are being contested in good faith by appropriate proceedings and for

which Parent, the Borrower or such Subsidiary, as applicable, shall have set aside on its books reserves in accordance with GAAP and except any such filings or taxes, fees or charges, the failure of which to make or pay, could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.15. ***No Material Misstatements***. None of (a) the Confidential Information Memorandum or (b) any other written information, report, financial statement, exhibit or schedule (other than estimates and information of a general economic or general industry nature) heretofore or contemporaneously furnished by or on behalf of Parent or the Borrower to the Administrative Agent or any Lender in connection with the negotiation of any Loan Document or included therein or delivered pursuant thereto, when furnished and taken as a whole, contained, contains or will contain any material misstatement of fact or omitted, omits or will omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were, are or will be made, not materially misleading in light of the circumstances under which such statements were made; *provided* that to the extent any such information, report, financial statement, exhibit or schedule was based upon or constitutes a forecast or projection, each of Parent and the Borrower represents only that it acted in good faith and utilized assumptions that each of Parent and the Borrower believed to be reasonable at the time made.

SECTION 3.16. ***Employee Benefit Plans***. Each of the Borrower and its ERISA Affiliates is in compliance in all material respects with the applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events, could reasonably be expected to result in a Material Adverse Effect. The present value of all benefit liabilities under each Plan (based on the assumptions used for purposes of Statement of Financial Accounting Standards Board Accounting Standards Codification Topic 715) did not, as of the last annual valuation date applicable thereto, exceed the fair market value of the assets of such Plan in such amount that could reasonably be expected to result in a Material Adverse Effect, and the present value of all benefit liabilities of all underfunded Plans (based on the assumptions used for purposes of Financial Accounting Standards Board Accounting Standards Codification Topic 715) did not, as of the last annual valuation dates applicable thereto, exceed the fair market value of the assets of all such underfunded Plans in such amount that could reasonably be expected to result in a Material Adverse Effect.

SECTION 3.17. ***Environmental Matters***. Except with respect to any matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, none of Parent, the Borrower or any of the Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

SECTION 3.18. ***Insurance***. Schedule 3.18 sets forth a true, complete and correct description, in all material respects, of all insurance maintained by Parent or the Borrower for itself or the Subsidiaries as of the Third Restatement Effective Date. As of the Third Restatement Effective Date, such insurance is in full force and effect and all premiums have been duly paid. Parent, the Borrower and the Subsidiaries have insurance in such amounts and covering such risks and liabilities as are in accordance with normal industry practice.

SECTION 3.19. ***Security Documents***. (a) The Guarantee and Collateral Agreement creates in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral (as defined in the Guarantee and Collateral Agreement) and the proceeds thereof, subject to the effects of bankruptcy, insolvency or similar laws affecting creditors' rights generally and general equitable principles, and (i) with respect to all Pledged Collateral (as defined in the Guarantee and Collateral Agreement) previously delivered to and in possession of the Collateral Agent, the Lien created under the Guarantee and Collateral Agreement constitutes, or in the case of Pledged Collateral to be delivered to the Collateral Agent in the future will constitute, a fully perfected first priority Lien on, and security interest in, all right, title and interest of the Loan Parties in such Pledged Collateral as to which perfection may be obtained by such actions, in each case prior and superior in right to any other person (other than the rights of persons pursuant to (x) Liens permitted by Section 6.02(z) and (y) Liens permitted by Section 6.02 having priority by operation of law), and (ii) with the previous filing of financing statements in the offices specified on Schedule 3.19(a), the Lien created under the Guarantee and Collateral Agreement constitutes, or in the case of financing statements in appropriate form to be filed in the offices specified on Schedule 3.19(a) (as such schedule may be updated from time to time; *provided*, that such schedules shall be deemed to be updated when the Borrower provides the relevant information in accordance with the Guarantee and Collateral Agreement), the Lien created under the Guarantee and Collateral Agreement will constitute, a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral (other than Intellectual Property, as defined in the Guarantee and Collateral Agreement) as to which perfection may be obtained by such filings, in each case prior and superior in right to any other person, other than with respect to Liens expressly permitted by Section 6.02.

(b) The Guarantee and Collateral Agreement (or a short form security agreement in form and substance reasonably satisfactory to the Borrower and the Collateral Agent), together with the filings made pursuant to the Guarantee and Collateral Agreement currently on file with the United States Patent and Trademark Office and the United States Copyright Office and the financing statements currently on file in the offices specified on Schedule 3.19(a), constitutes, or in the case of financing statements in appropriate form to be filed in the offices specified on Schedule 3.19(a) (as such schedule may be updated from time to time; *provided* that such schedules shall be deemed to be updated when the Borrower provides the relevant information in accordance with the Guarantee and Collateral Agreement), will constitute, a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in the

Intellectual Property (as defined in the Guarantee and Collateral Agreement) in which a security interest may be perfected by filing security agreements in the United States and its territories and possessions, in each case prior and superior in right to any other person other than with respect to Liens permitted pursuant to Section 6.02 (it being understood that subsequent recordings in the United States Patent and Trademark Office and the United States Copyright Office may be necessary to perfect a Lien on registered trademarks and patents, trademark and patent applications and registered copyrights acquired by the Loan Parties after the Closing Date).

(c) The Mortgages are effective to create in favor of the Collateral Agent, for the ratable benefit of the Secured Parties a legal, valid and enforceable Lien on all of the Loan Parties' right, title and interest in and to the Mortgaged Property thereunder and the proceeds thereof, and the Mortgages constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Mortgaged Property and the proceeds thereof, in each case prior and superior in right to any other person, other than with respect to the rights of persons pursuant to Liens expressly permitted by Section 6.02.

SECTION 3.20. ***Location of Real Property and Leased Premises***. (a) Schedule 1.01(d) lists completely and correctly as of the Third Restatement Effective Date all Hospitals owned by Parent, the Borrower and the Subsidiaries and the addresses thereof. The Borrower and the Subsidiaries own in fee all the real property set forth on Schedule 1.01(d).

(b) Schedule 1.01(d) lists completely and correctly as of the Third Restatement Effective Date all Hospitals leased by Parent, the Borrower and the Subsidiaries and the addresses thereof. The Borrower and the Subsidiaries have valid leases in all the material real property set forth on Schedule 1.01(d).

SECTION 3.21. ***Labor Matters***. Except as set forth on Schedule 3.21, as of the Third Restatement Effective Date, there are no strikes, lockouts or slowdowns against Parent, the Borrower or any Subsidiary pending or, to the knowledge of Parent or the Borrower by delivery of written notice or proceeding, threatened. The consummation of the Transactions or the Permitted HMA Transaction will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which Parent, the Borrower or any Subsidiary is bound. Except as set forth on Schedule 3.21, as of the Third Restatement Effective Date, none of Parent, the Borrower or any Subsidiary is a party to any collective bargaining agreement or other labor contract applicable to persons employed by it at any Facility.

SECTION 3.22. ***Solvency***. After giving effect to the consummation of the Subject Transactions, (i) each of the Fair Value and the Present Fair Salable Value of the assets of Parent and its Subsidiaries taken as a whole exceed their Stated Liabilities and Identified Contingent Liabilities; (ii) Parent and its Subsidiaries taken as a whole do not have Unreasonably Small Capital; and (iii) Parent and its Subsidiaries taken as a whole can pay their Stated Liabilities and Identified Contingent Liabilities as they mature. For purposes of this Section 3.22, the following terms shall have the meanings specified:

"***Subject Transactions***" shall mean the consummation of the Permitted HMA Transaction and the other transactions to occur on the Third Restatement Effective Date (including the execution and delivery of the Third Restatement Agreement and the effectiveness of this Agreement, the making of the Loans to be made on the Third Restatement Effective Date and the use of proceeds of such Loans on the Third Restatement Effective Date.

"***Fair Value***" shall mean the amount at which the assets (both tangible and intangible), in their entirety, of Parent and its Subsidiaries taken as a whole would change hands between a willing buyer and a willing seller, within a commercially reasonable period of time, each having reasonable knowledge of the relevant facts, with neither being under any compulsion to act.

"***Present Fair Salable Value***" shall mean the amount that could be obtained by an independent willing seller from an independent willing buyer if the assets (both tangible and intangible) of Parent and its Subsidiaries taken as a whole are sold on a going concern basis with reasonable promptness in an arm's-length transaction under present conditions for the sale of comparable business enterprises insofar as such conditions can be reasonably evaluated.

"***Stated Liabilities***" shall mean the recorded liabilities (including contingent liabilities that would be recorded in accordance with GAAP) of Parent and its Subsidiaries taken as a whole, as of the date hereof after giving effect to the consummation of Subject Transactions, determined in accordance with GAAP consistently applied.

"***Identified Contingent Liabilities***" shall mean the maximum estimated amount of liabilities reasonably likely to result from pending litigation, asserted claims and assessments, guaranties, uninsured risks and other contingent liabilities of Parent and its Subsidiaries taken as a whole after giving effect to the Subject Transactions (including all fees and expenses related thereto but exclusive of such contingent liabilities to the extent reflected in Stated Liabilities), as identified and explained in terms of their nature and estimated magnitude by responsible officers of Parent.

"***Do not have Unreasonably Small Capital***" shall mean Parent and its Subsidiaries taken as a whole after giving effect to the Subject Transactions have sufficient capital to ensure that it is a going concern.

"***Can pay their Stated Liabilities and Identified Contingent Liabilities as they mature*** " shall mean Parent and its Subsidiaries taken as a whole after giving effect to the Subject Transactions have sufficient assets and cash flow to pay their respective Stated Liabilities and Identified Contingent Liabilities as those liabilities mature or (in the case of contingent liabilities) otherwise become payable.

SECTION 3.23. ***Sanctioned Persons***. None of Parent, the Borrower, or any Subsidiary or any Unrestricted Subsidiary nor, to the knowledge of the Borrower, any director, officer, agent, employee or Affiliate of Parent, the Borrower, any Subsidiary or any Unrestricted Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("***OFAC***") and each is currently in compliance with all rules and regulations promulgated by OFAC; and the Borrower will not directly or indirectly use the proceeds of the Loans or the Letters of Credit or otherwise make available such proceeds to any person, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

## ARTICLE IV

### Conditions of Lending

The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit hereunder are subject to the satisfaction of the following conditions:

SECTION 4.01. ***All Credit Events***. On the date of each Borrowing (other than a conversion or a continuation of a Borrowing), including on the date of each issuance of or increase to a Letter of Credit (each such event being called a " ***Credit Event***"):

(a) The Administrative Agent shall have received a notice of such Borrowing as required by Section 2.03 (or such notice shall have been deemed given in accordance with Section 2.02) or, in the case of the issuance of or increase to a Letter of Credit, the Issuing Bank and the Administrative Agent shall have received a notice requesting the issuance of or increase to such Letter of Credit as required by Section 2.23(b).

(b) (i) In the case of an Incremental Acquisition Term Loan or Incremental Acquisition Revolving Credit Commitment Increase, the Specified Representations, and (ii) in all other cases, the representations and warranties set forth in Article III and in each other Loan Document shall be true and correct in all material respects on and as of the date of such Credit Event with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date.

(c) Except in the case of any Incremental Acquisition Term Loan or Incremental Acquisition Revolving Credit Commitment Increase, at the time of and immediately after such Credit Event, no Default or Event of Default shall have occurred and be continuing.

Each Credit Event shall be deemed to constitute a representation and warranty by the Borrower and Parent on the date of such Credit Event as to the applicable matters specified in paragraphs (b) and (c) of this Section 4.01.

SECTION 4.02. [Intentionally Omitted.]

## ARTICLE V

## Affirmative Covenants

Each of Parent and the Borrower covenants and agrees with each Lender that so long as this Agreement shall remain in effect and until the Commitments have been terminated and the principal of and interest on each Loan, all Fees and all other expenses or amounts payable under any Loan Document shall have been paid in full and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full or other arrangements acceptable to the Issuing Bank and the Administrative Agent have been made with respect thereto, unless the Required Lenders shall otherwise consent in writing, each of Parent and the Borrower will, and will cause (i) in the case of Sections 5.01 and 5.02, each of the Material Subsidiaries, and (ii) in the case of Sections 5.03 through 5.15, each of the Subsidiaries to:

SECTION 5.01. ***Existence; Compliance with Laws; Businesses and Properties*** . (a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence, except as otherwise expressly permitted under Section 6.05.

(b) (i) Do or cause to be done all things necessary to obtain, preserve, renew, extend and keep in full force and effect the rights, licenses, permits, franchises and authorizations, material to the conduct of its business, except as could not reasonably be expected to have a Material Adverse Effect; (ii) comply in all material respects with all applicable laws, rules, regulations and decrees and orders of any Governmental Authority, whether now in effect or hereafter enacted, except as could not reasonably be expected to have a Material Adverse Effect; and (iii) at all times maintain and preserve all tangible property material to the conduct of such business and keep such property in good repair, working order and condition (subject to ordinary wear and tear, casualty and condemnation) and from time to time make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith may be properly conducted at all times, except as could not reasonably be expected to have a Material Adverse Effect.

SECTION 5.02. ***Insurance***. (a) Maintain with financially sound and reputable insurers insurance, to such extent and against such risks, including fire and other risks insured against by extended coverage, as is customary with companies in the same or similar businesses operating in the same or similar locations, including hospital liability (which shall include general liability, medical professional liability, contractual liability and druggists' liability), workers' compensation, employers' liability, automobile liability and physical damage coverage, environmental impairment liability, all risk property, business interruption, fidelity and crime insurance and public liability insurance against claims for personal injury or death or property damage occurring upon, in, about or in connection with the use of any properties owned, occupied or controlled by it; *provided*

that the Borrower may implement programs of self insurance in the ordinary course of business and in accordance with industry standards for a company of similar size so long as reserves are maintained in accordance with GAAP for the liabilities associated therewith.

(b) Cause all casualty and property policies covering any Collateral to name the Collateral Agent as loss payee or mortgagee, and/or additional insured, and each provider of any such insurance shall agree, by endorsement upon such policies issued by it, that it will give the Administrative Agent 30 days prior written notice before any such policy or policies shall be altered or canceled.

(c) If at any time the area in which the Premises (as defined in the Mortgages) are located is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), obtain flood insurance in such total amount as the Administrative Agent, the Collateral Agent or the Required Lenders may from time to time require, and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as it may be amended from time to time.

SECTION 5.03. ***Obligations and Taxes***. Pay and discharge promptly when due all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or in respect of its property, before the same shall become delinquent, as well as all lawful claims for labor, materials and supplies or otherwise that, if unpaid, could reasonably be expected to give rise to a Lien upon such properties or any part thereof; *provided*, *however*, that such payment and discharge shall not be required with respect to any such tax, assessment, charge, levy or claim so long as (i) the validity or amount thereof shall be contested in good faith by appropriate proceedings and the Borrower shall have set aside on its books adequate reserves with respect thereto in accordance with GAAP or (ii) the failure to pay and discharge such tax, assessment, charge, levy or claim could not reasonably be expected to have a Material Adverse Effect.

SECTION 5.04. ***Financial Statements, Reports, etc***. In the case of Parent, furnish to the Administrative Agent, which shall furnish to each Lender:

(a) within 90 days after the end of each fiscal year, its consolidated balance sheet and related statements of income, stockholders' equity and cash flows showing the financial condition of Parent and its consolidated subsidiaries as of the close of such fiscal year and the results of its operations and the operations of such subsidiaries during such year, together with comparative figures for the immediately preceding fiscal year, all audited by Deloitte & Touche LLP or other independent public accountants of recognized national standing and accompanied by an opinion of such accountants (which opinion shall be without a "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements fairly present in all material respects the financial condition and results of operations of Parent and its consolidated subsidiaries on a consolidated basis in accordance with GAAP;

(b) within 50 days after the end of each of the first three fiscal quarters of each fiscal year, its consolidated balance sheet and related statements of income, stockholders' equity and cash flows showing the financial condition of Parent and its consolidated subsidiaries as of the close of such fiscal quarter and the results of its operations and the operations of such subsidiaries during such fiscal quarter and the then elapsed portion of the fiscal year, and comparative figures for the same periods in the immediately preceding fiscal year all certified by one of its Financial Officers as fairly presenting in all material respects the financial condition and results of operations of Parent and its consolidated subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments;

(c) concurrently with any delivery of financial statements under paragraph (a) or (b) above, a certificate of a Financial Officer of the Borrower (i) certifying that no Event of Default or Default has occurred or, if such an Event of Default or Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto, (ii) setting forth computations in reasonable detail satisfactory to the Administrative Agent demonstrating compliance with the covenants contained in Sections 6.11 (in the case of the financial statements delivered under paragraph (a) only), 6.12 and 6.13 and, with respect to any Permitted Acquisition consummated during the preceding quarter for total consideration in excess of $100,000,000, 6.04(h), (iii) setting forth the identity and value of any Hospital acquired in fee by Parent or any Subsidiary during the preceding quarter and not previously identified to the Administrative Agent if the fair market value thereof is in excess of $10,000,000 and (iv) setting forth computations in reasonable detail satisfactory to the Administrative Agent of the Secured Net Leverage Ratio and the Leverage Ratio and, in the case of a certificate delivered with the financial statements required by paragraph (a) above, setting forth Parent's calculation of Excess Cash Flow;

(d) within 120 days after the beginning of each fiscal year of Parent, a detailed consolidated budget for such fiscal year (including a projected consolidated balance sheet and related statements of projected operations and cash flows as of the end of and for such fiscal year and setting forth the assumptions used for purposes of preparing such budget) and, promptly when available, any significant revisions of such budget;

(e) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by Parent, the Borrower or any Subsidiary with the SEC, or with any national securities exchange, or distributed to its shareholders, as the case may be;

(f) promptly after the request by any Lender (made through the Administrative Agent), all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act;

(g) promptly after the request by the Administrative Agent or any Lender, copies of (i) any documents described in Section 101(k)(1) of ERISA that the Borrower or any of its ERISA Affiliates may request with respect to any Multiemployer Plan and (ii) any notices described in Section 101(l)(1) of ERISA that the Borrower or any of its ERISA Affiliates may request with respect to any Multiemployer Plan; *provided* that if the Borrower or any of its ERISA Affiliates has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, the Borrower or the applicable ERISA Affiliate shall promptly make a request for such documents or notices from such administrator or sponsor and shall provide copies of such documents and notices promptly after receipt thereof;

(h) promptly, from time to time, such other information regarding the operations, business affairs and financial condition of Parent, the Borrower or any Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent may reasonably request (on behalf of itself or any Lender); and

(i) substantially contemporaneously with each designation of a Subsidiary as an "Unrestricted Subsidiary" and each redesignation of an Unrestricted Subsidiary as a "Subsidiary", provide written notice of such designation or redesignation, as applicable, to the Administrative Agent (who shall promptly notify the Lenders).

SECTION 5.05. ***Litigation and Other Notices***. Furnish to the Administrative Agent prompt written notice of the following:

(a) any Event of Default or Default, specifying the nature and extent thereof and the corrective action (if any) taken or proposed to be taken with respect thereto;

(b) the filing or commencement of, or any threat or notice of intention of any person to file or commence, any action, suit or proceeding, whether at law or in equity or by or before any Governmental Authority, against Parent, the Borrower or any Subsidiary that could reasonably be expected to result in a Material Adverse Effect; and

(c) any event or occurrence that has resulted in, or could reasonably be expected to result in, a Material Adverse Effect.

SECTION 5.06. ***Information Regarding Collateral***. Furnish to the Administrative Agent prompt written notice of any change (i) in any Loan Party's

corporate name, (ii) in any Loan Party's jurisdiction of organization or formation, (iii) in any Loan Party's identity or corporate structure or (iv) in any Loan Party's Federal Taxpayer Identification Number. Parent and the Borrower agree not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral. Parent and the Borrower also agree promptly to notify the Administrative Agent if any material portion of the Collateral is damaged or destroyed.

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record and account in which full, true and correct entries in all material respects are made of all dealings and transactions in relation to its business and activities which permit financial statements to be prepared in conformity with GAAP and all requirements of law. Each Loan Party will, and will cause each of its subsidiaries to, permit any representatives designated by the Administrative Agent or the Required Lenders to visit and inspect the financial records and the properties of such person at reasonable times and as often as reasonably requested upon reasonable notice and to make extracts from and copies of such financial records (in each case excluding patient medical records and any other material which is confidential pursuant to any laws, rules, regulations and decrees and orders of any Governmental Authority) and permit any representatives designated by the Administrative Agent or the Required Lenders to discuss the affairs, finances and condition of such person with the officers thereof and independent accountants therefor (with a senior officer of the Borrower present); *provided* that, excluding any such visits and inspections during the continuation of an Event of Default, only one such visit during any fiscal year shall be at the Borrower's expense.

(b) In the case of Parent and the Borrower, use commercially reasonable efforts to cause the Credit Facilities to be continuously rated by S&P and Moody's, and to maintain a corporate rating from S&P and a corporate family rating from Moody's, in each case in respect of Parent.

SECTION 5.08. ***Use of Proceeds***. Use the proceeds of the Loans and request the issuance of Letters of Credit only for the purposes specified in the Preliminary Statement to this Agreement.

SECTION 5.09. ***Employee Benefits***. (a) Comply in all material respects with the applicable provisions of ERISA and the Code, except as would not reasonably be expected to have a Material Adverse Effect, and (b) furnish to the Administrative Agent as soon as possible after, and in any event within ten days after any Responsible Officer of Parent, the Borrower or any ERISA Affiliate knows or has reason to know that, any ERISA Event has occurred that, alone or together with any other ERISA Event could reasonably be expected to result in liability of the Borrower or any ERISA Affiliate in an aggregate amount exceeding $10,000,000, a statement of a Financial Officer of Parent or the Borrower setting forth details as to such ERISA Event and the action, if any, that Parent or the Borrower proposes to take with respect thereto.

SECTION 5.10. ***Compliance with Environmental Laws***. Comply and cause all lessees and other persons occupying its properties to comply, in all material respects with all Environmental Laws applicable to its operations and properties; obtain and renew all material environmental permits necessary for its operations and properties; and promptly conduct any remedial action in accordance with Environmental Laws; *provided*, *however*, that none of Parent, the Borrower or any Subsidiary shall be required to undertake any remedial action required by Environmental Laws to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP.

SECTION 5.11. ***Preparation of Environmental Reports***. If a Default caused by reason of a breach of Section 3.17 or Section 5.10 shall have occurred and be continuing for more than 20 days without Parent, the Borrower or any Subsidiary commencing activities reasonably likely to cure such Default, at the written request of the Required Lenders through the Administrative Agent, the Borrower shall provide to the Lenders within 45 days after receipt of such request, at the expense of the Loan Parties, environmental site assessment reports (Phase I, Phase II and/or compliance audits) regarding the matters which are the subject of such Default prepared by an environmental consulting firm reasonably acceptable to the Administrative Agent and indicating the compliance matter and/or the presence or absence of Hazardous Materials and the estimated cost of any compliance or remedial action in connection with such Default.

SECTION 5.12. ***Further Assurances***. Execute any and all further documents, financing statements, agreements and instruments, and take all further action (including filing Uniform Commercial Code and other financing statements, mortgages and deeds of trust) that may be required under applicable law, or that the Required Lenders, the Administrative Agent or the Collateral Agent may reasonably request, in order to effectuate the transactions contemplated by the Loan Documents and in order to grant, preserve, protect and perfect the validity and first priority of the security interests created or intended to be created by the Security Documents. The Borrower will cause any subsequently acquired or organized Material Subsidiary (or any Subsidiary that becomes a Material Subsidiary) to become a Loan Party by executing the Guarantee and Collateral Agreement and each applicable Security Document in favor of the Collateral Agent. The Borrower may, in its discretion, elect to cause a Permitted Joint Venture Subsidiary to become a Loan Party by complying with the foregoing sentence. In addition, except with respect to which, in the reasonable judgment of the Administrative Agent (confirmed in writing by written notice to the Borrower), the cost or other consequences (including any Tax consequence) of doing so shall be excessive in view of the benefits to be obtained by the Lenders therefrom and subject to applicable limitations set forth in the Security Documents, from time to time, the Borrower will, at its cost and expense, promptly secure the Obligations by pledging or creating, or causing to be pledged or created, perfected security interests with respect to such of its assets and properties as the Administrative Agent or the Required Lenders shall designate (it being understood that it is the intent of the parties that the Obligations shall be secured by substantially all the assets of Parent, the Borrower and the Subsidiary Guarantors (including properties acquired subsequent to the Closing Date), except this Section 5.12 shall not require Parent, the Borrower or any Subsidiary Guarantor to (a) pledge (i) more than 65% of the

outstanding voting Equity Interests in any Foreign Subsidiary, (ii) any Equity Interest in any Non-Significant Subsidiary or (iii) any Equity Interest in any Permitted Syndication Subsidiary, any Securitization Subsidiary or any Permitted Joint Venture Subsidiary to the extent the pledge of the Equity Interest in such Subsidiary is prohibited by any applicable Contractual Obligation or requirement of law, or (b) grant security interests in any asset that (i) would result in the violation of the enforceable anti-assignment provision of any contract, or would be prohibited by or would violate applicable law or contractual provisions (including any right of first refusal) or would otherwise result in termination or any forfeiture under any contract, (ii) is a vehicle or other asset subject to certificate of title, (iii) require perfection through control agreements (including, to the extent required in the relevant jurisdiction for deposit accounts and investment property), (iv) are minority Equity Interests, (v) are leasehold interests or (vi) is permitted to be so excluded under the Guarantee and Collateral Agreement. Such security interests and Liens will be created under the Security Documents and other security agreements, mortgages, deeds of trust and other instruments and documents in form and substance reasonably satisfactory to the Collateral Agent, and the Borrower shall deliver or cause to be delivered to the Lenders all such instruments and documents (including legal opinions, title insurance policies and lien searches) as the Collateral Agent shall reasonably request to evidence compliance with this Section. Any requirement to mortgage real property that is acquired after the Closing Date pursuant to this Section 5.12 shall be limited to real property owned in fee by a Loan Party that (i) has a fair market value equal to or exceeding $10,000,000, (ii) is not subject to a Lien permitted under Section 6.02(c), (n) or (s) (for so long as such Lien exists), and (iii) the Borrower does not intend to sell within six months of the acquisition thereof pursuant to clause (i) or (x) of Section 6.05(b) or such longer period permitted by the Collateral Agent. No appraisals, environmental reports or surveys shall be required to be obtained in connection with any mortgage of real property pursuant to this Section 5.12. The Borrower agrees to provide such evidence as the Collateral Agent shall reasonably request as to the perfection and priority status of each such security interest and Lien.

SECTION 5.13. ***Proceeds of Certain Dispositions***. If, as a result of the receipt of any cash proceeds by Parent, the Borrower or any Subsidiary in connection with any sale, transfer, lease or other disposition of any asset the Borrower would be required by the terms of any Senior Note Indenture or the documentation governing any other Material Indebtedness that is unsecured or secured by Liens junior to the Liens securing the Obligations to make an offer to purchase any of the Indebtedness thereunder, then, prior to the first day on which the Borrower would be required to commence such an offer to purchase, (i) prepay Loans in accordance with Section 2.12 or 2.13, *provided* that the Borrower may use a portion of such cash proceeds to prepay or repurchase Other Senior Secured Debt to the extent any applicable credit agreement, indenture or other agreement governing such Other Senior Secured Debt requires the Borrower to prepay or make an offer to purchase such Other Senior Secured Debt with such cash proceeds, in each case in an amount not to exceed the product of (A) the amount of such cash proceeds and (B) a fraction, the numerator of which is the outstanding principal amount of such Other Senior Secured Debt and the denominator of which is the sum of the outstanding principal amount of such Other Senior Secured Debt and the outstanding principal amount of Term Loans, or (ii) acquire assets or make investments in a manner that is permitted hereby, in each case in a manner that will eliminate any such requirement to make such an offer to purchase.

SECTION 5.14. ***Operation of Facilities***. Use commercially reasonable efforts to operate, and cause the Subsidiaries to operate, the Facilities owned, leased or operated by Parent, the Borrower or any of the Subsidiaries now or in the future in a manner believed by the Borrower to be consistent with prevailing health care industry standards in the locations where the Facilities exist from time to time, except to the extent failure to do so would not have a Material Adverse Effect.

## ARTICLE VI

## Negative Covenants

Each of Parent and the Borrower covenants and agrees with each Lender that, so long as this Agreement shall remain in effect and until the Commitments have been terminated and the principal of and interest on each Loan, all Fees and all other expenses or amounts payable under any Loan Document have been paid in full and all Letters of Credit have been cancelled or have expired and all amounts drawn thereunder have been reimbursed in full or other arrangements acceptable to the Issuing Bank and the Administrative Agent have been made with respect thereto, unless the Required Lenders shall otherwise consent in writing, neither Parent nor the Borrower will, nor will they cause or permit any of the Subsidiaries to:

SECTION 6.01. ***Indebtedness***. Incur, create, assume or permit to exist any Indebtedness, except:

(a) Indebtedness existing on the Third Restatement Effective Date and set forth in Schedule 6.01 and any extensions, renewals, refinancings or replacements of such Indebtedness to the extent the principal amount of such Indebtedness is not increased (except by an amount equal to the unpaid accrued interest and premium thereon plus other reasonable amounts paid and fees and expenses incurred in connection with such extension, renewal, refinancing or replacement), neither the final maturity nor the weighted average life to maturity of such Indebtedness is decreased, such Indebtedness, if subordinated to the Obligations, remains so subordinated on terms no less favorable to the Lenders, and the obligors thereof, if not the original obligors in respect of such Indebtedness, are Loan Parties;

(b) Indebtedness created hereunder and under the other Loan Documents;

(c) intercompany Indebtedness of Parent, the Borrower and the Subsidiaries to the extent permitted by Section 6.04(c);

(d) Indebtedness of the Borrower or any Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets, and extensions, renewals, refinancings and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof (except by an

amount equal to the unpaid accrued interest and premium thereon plus other reasonable amounts paid and fees and expenses incurred in connection with such extension, renewal, refinancing or replacement); *provided* that (i) such Indebtedness is incurred prior to or within 270 days after such acquisition or the completion of such construction or improvement and (ii) the aggregate principal amount of Indebtedness permitted by this Section 6.01(d), when combined with the aggregate principal amount of all Capital Lease Obligations and Synthetic Lease Obligations incurred pursuant to Section 6.01(e), shall not exceed $500,000,000 at any time outstanding;

(e) Capital Lease Obligations and Synthetic Lease Obligations in an aggregate principal amount, when combined with the aggregate principal amount of all Indebtedness incurred pursuant to Section 6.01(d), not in excess of $500,000,000 at any time outstanding;

(f) Indebtedness (including Capital Lease Obligations) of any Subsidiary secured by one or more Facilities owned or leased by such Subsidiary, and extensions, renewals, refinancings and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof (except by an amount equal to the unpaid accrued interest and premium thereon plus other reasonable amounts paid and fees and expenses incurred in connection with such extension, renewal, refinancing or replacement); *provided* that (i) when incurred, such Indebtedness shall not exceed the fair market value of the Facilities securing the same and (ii) the aggregate principal amount of all such Indebtedness incurred pursuant to this Section 6.01(f) shall not exceed $500,000,000 at any time outstanding (such Indebtedness meeting the criteria of this Section 6.01(f) being referred to herein as "***Permitted Real Estate Indebtedness***");

(g) Indebtedness under performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations, or with respect to workers' compensation claims, in each case incurred in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;

(h) [reserved];

(i) Indebtedness in respect of Hedging Agreements permitted by Section 6.04(g);

(j) Cash Management Obligations;

(k) Indebtedness incurred by Foreign Subsidiaries in an aggregate principal amount not exceeding $75,000,000 at any time outstanding;

(l) Indebtedness pursuant to any Permitted Receivables Transaction incurred in accordance with Section 6.05(b);

(m) Indebtedness incurred to finance, or assumed in connection with, one or more Permitted Acquisitions or the Permitted HMA Transaction, and any extensions, renewals, refinancings or replacements of such Indebtedness to the extent the principal amount of such Indebtedness is not increased (except by an amount equal to the unpaid accrued interest and premium thereon plus other reasonable amounts paid and fees and expenses incurred in connection with such extension, renewal, refinancing or replacement plus unused committed amounts), neither the final maturity nor the weighted average life to maturity of such Indebtedness is decreased, such Indebtedness, if subordinated to the Obligations, remains so subordinated on terms no less favorable to the Lenders, and the obligors thereof, if not the original obligors in respect of such Indebtedness, are Loan Parties;

(n) Indebtedness owed to a seller in a Permitted Acquisition or any other acquisition permitted under Section 6.04, or a Permitted Joint Venture or to a buyer in a disposition permitted under Section 6.05 that (i) relates to post-closing adjustments with respect to accounts receivable, accounts payable, net worth and/or similar items or earnouts or (ii) relates to indemnities granted to the seller or buyer in such transactions;

(o) Permitted Additional Debt, *provided* that, at the time of incurrence of such Permitted Additional Debt, and after giving pro forma effect thereto and to the use of the proceeds thereof, the Interest Coverage Ratio (as such term and its component definitions are defined on the Third Restatement Effective Date) shall not be less than (i) at any time on or prior to December 31, 2016, 2.00 to 1.0 or (ii) at any time thereafter, 2.25 to 1.0;

(p) Indebtedness in the nature of letters of credit (other than Letters of Credit issued pursuant to this Agreement) issued for the account of Parent, the Borrower or any Subsidiary (and related reimbursement obligations) not to exceed an aggregate face amount of $100,000,000;

(q) without duplication of any other Indebtedness, non-cash accruals of interest, accretion or amortization of original issue discount and/or pay-in-kind interest on Indebtedness otherwise permitted hereunder;

(r) from and after the latest Revolving Credit Maturity Date (including the final maturity date of any Replacement Revolving Credit Facility), Indebtedness to finance the general needs of the Borrower and the Subsidiaries incurred after such latest Revolving Credit Maturity Date in an aggregate principal amount not to exceed, when taken together with the aggregate principal amount of all other outstanding Indebtedness incurred in reliance on this paragraph (r), $1,500,000,000 at any time outstanding, *provided* that the Borrower shall have (i) repaid all Revolving Loans and reimbursed, if any, all L/C Disbursements and made arrangements acceptable to the Issuing Bank and the Administrative Agent with respect to any outstanding Letters of Credit and (ii) paid all related fees and expenses, each in accordance with the terms of this Agreement;

(s) Indebtedness consisting of obligations to pay insurance premiums;

(t) except as otherwise expressly provided herein, Guarantees by Parent, the Borrower or the Subsidiaries of Indebtedness of Parent, the Borrower and the Subsidiaries permitted to be incurred hereunder;

(u) other Indebtedness incurred after the Third Restatement Effective Date of the Borrower or the Subsidiaries in an aggregate principal amount not exceeding $1,000,000,000 at any time outstanding;

(v) (x) Pari Passu Debt, *provided* that, either (i) at the time of incurrence of such Pari Passu Debt, and after giving effect thereto and to the use of the proceeds thereof, (A) no Default or Event of Default shall have occurred and be continuing and (B) the Secured Net Leverage Ratio Condition shall be satisfied or (ii) not later than the fifth Business Day following the incurrence thereof, 100% of the Net Cash Proceeds thereof are used by the Borrower to prepay Term Loans in the manner set forth in Section 2.13(g) and (y) Pari Passu Debt or Permitted Additional Debt that refinances or replaces any existing Pari Passu Debt; *provided* that the principal amount of such Pari Passu Debt is not increased (except by an amount not to exceed (1) the amount of unpaid accrued interest and premium on the existing Pari Passu Debt so refinanced or replaced, plus (2) other reasonable amounts paid and fees and expenses incurred in connection with such refinancing or replacement plus unused commitments);

(w) (i) Alternative Incremental Facility Indebtedness; *provided* that (x) at the time of incurrence of such Alternative Incremental Facility Indebtedness the principal amount of such Alternative Incremental Facility Indebtedness does not exceed the Incremental Amount and (y) either (A) at the time of incurrence of such Alternative Incremental Facility Indebtedness, and after giving effect thereto and to the use of the proceeds thereof, no Default or Event of Default shall have occurred and be continuing, (B) 100% of the Net Cash Proceeds thereof are used within five Business Days of the incurrence thereof to prepay then-outstanding Term Loans pursuant to Section 2.12 or (C) such Indebtedness is incurred in connection with a Permitted Acquisition; and (ii) any extensions, renewals, refinancings and replacements of Indebtedness permitted to be incurred pursuant to this Section 6.01(w) (the Indebtedness being extended, renewed, refinanced or replaced being referred to herein as the "***Refinanced Indebtedness***"; and the Indebtedness incurred under this subclause (ii) being referred to herein as "***Permitted Refinancing Indebtedness***"); *provided* that (x) the principal amount of the Permitted Refinancing Indebtedness is not increased (except by an amount equal to the accrued interest and premium on, or other amounts paid, and fees and expenses incurred, in connection with such extension, renewal, refinancing or replacement plus any unused commitments) and (y) the Permitted Refinancing Indebtedness complies with clauses (a) through (g) of the definition of the term "Alternative Incremental Facility Indebtedness"; and

(x) (1) Other Junior Secured Debt of Loan Parties, *provided* that, at the time of incurrence of such Other Junior Secured Debt, (A) after giving effect thereto and to the use of the proceeds thereof, no Default or Event of Default shall have occurred and be continuing and (B) after giving pro forma effect thereto and to the use of the proceeds thereof, the Secured Net Leverage Ratio shall not be greater than 4.25 to 1.0, and (2) Other Junior Secured Debt of Loan Parties that refinances or replaces any existing Other Junior Secured Debt of Loan Parties; *provided* that the principal amount of such Other Junior Secured Debt is not increased (except by an amount not to exceed (x) the amount of unpaid accrued interest and premium on the existing Other Junior Secured Debt so refinanced or replaced, plus (y) other reasonable amounts paid and fees and expenses incurred in connection with such refinancing or replacement plus unused commitments).

SECTION 6.02. ***Liens***. Create, incur, assume or permit to exist any Lien on any property or assets (including Equity Interests or other securities of any person, including the Borrower or any Subsidiary) now owned or hereafter acquired by it or on any income or revenues or rights in respect of any thereof, except:

(a) Liens on property or assets of the Borrower and the Subsidiaries existing on the Third Restatement Effective Date and set forth in Schedule 6.02; *provided* that such Liens shall secure only those obligations which they secured on the Third Restatement Effective Date and extensions, renewals and replacements thereof permitted hereunder;

(b) any Lien created under the Loan Documents;

(c) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any property or assets of any person that becomes a Subsidiary after the Closing Date prior to the time such person becomes a Subsidiary, as the case may be; *provided* that (i) such Lien is not created in contemplation of or in connection with such acquisition or such person becoming a Subsidiary, (ii) such Lien does not apply to any other property or assets of Parent, the Borrower or any Subsidiary (other than affixed or incorporated into the property covered by such Lien) and (iii) such Lien secures only those obligations which it secures on the date of such acquisition or the date such person becomes a Subsidiary, as the case may be, and any extensions, renewals, refinancings or replacements of such obligations;

(d) Liens, assessments or governmental charges or claims for taxes not yet delinquent or which are not required to be paid pursuant to Section 5.03;

(e) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business and securing obligations that are not delinquent or which are not required to be paid under Section 5.03;

(f) Liens incurred and pledges and deposits made in the ordinary course of business in connection with any self-retention or self-insurance, or with respect to workmen's compensation, unemployment insurance, general liability, medical malpractice, professional liability or property insurance and other social security laws or regulations;

(g) deposits to secure the performance of bids, trade contracts (other than for Indebtedness), leases (other than Capital Lease Obligations), statutory obligations, surety and appeal bonds, government contracts, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(h) zoning restrictions, easements, rights-of-way, rights of first refusal, restrictions on use of real property, minor defects or irregularities in title and other similar charges or encumbrances which, in the aggregate, do not interfere in any material respect with the business of the Borrower and the Subsidiaries, taken as a whole;

(i) zoning, building codes and other land use laws, regulations and ordinances regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property which are not violated by the current use or occupancy of such real property or the operation of the business of the Borrower or any of the Subsidiaries or any violation of which would not have a Material Adverse Effect;

(j) ground leases in respect of real property on which Facilities owned or leased by the Borrower or any of the Subsidiaries are located;

(k) any interest or title of a lessor or secured by a lessor's interest under any lease permitted hereunder;

(l) leases or subleases granted to others not interfering in any material respect with the business of the Borrower and the Subsidiaries, taken as a whole;

(m) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(n) Liens securing Indebtedness to finance the acquisition, construction or improvement of fixed or capital assets; *provided* that (i) such security interests secure Indebtedness permitted by Section 6.01, (ii) such security interests are incurred, and the Indebtedness secured thereby is created, within 270 days after such acquisition, construction or improvement, and (iii) such security interests do not apply to any other property or assets of the Borrower or any Subsidiary, except for accessions to the property financed with the proceeds of such Indebtedness and the proceeds and the products thereof; *provided* that individual financings of equipment provided by one lender may be cross-collateralized to other financings of equipment provided by such lender secured by a Lien permissibly incurred pursuant to this Section 6.02(n);

(o) Liens arising out of judgments or awards that do not constitute an Event of Default under paragraph (i) of Article VII;

(p) Liens pursuant to Receivables Transactions incurred in accordance with Section 6.05(b), including Liens on the assets of any Securitization Subsidiary created pursuant to a Receivables Transaction and Liens incurred by the Borrower and the Subsidiaries on Receivables to secure obligations owing by them in respect of any such Receivables Transaction, *provided* that any Receivables not transferred to a Securitization Subsidiary in connection with such Receivables Transaction to the extent constituting intercompany indebtedness required to be pledged pursuant to the Guarantee and Collateral Agreement shall be and remain subject to the perfected first priority Lien and security interest granted to the Collateral Agent in favor of the Lenders in accordance with the Guarantee and Collateral Agreement;

(q) Liens on assets of Foreign Subsidiaries; *provided* that (i) such Liens do not extend to, or encumber, assets that constitute Collateral or the Equity Interests of the Borrower or any of the Domestic Subsidiaries, and (ii) such Liens extending to the assets of any Foreign Subsidiary secure only Indebtedness incurred by such Foreign Subsidiary pursuant to Section 6.01(k);

(r) Liens (i) of a collecting bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection, (ii) attaching to commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business; and (iii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set off);

(s) Liens on one or more Facilities owned or leased by any Subsidiary to secure Permitted Real Estate Indebtedness incurred by such Subsidiary pursuant to Section 6.01(f);

(t) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of Parent, the Borrower or any Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of Parent, the Borrower and the Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of Parent, the Borrower or any Subsidiary in the ordinary course of business;

(u) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale or purchase of goods entered into by the Borrower or any of the Subsidiaries in the ordinary course of business permitted hereunder;

(v) Liens solely on any cash earnest money deposits made by Parent, the Borrower or any of the Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(w) Liens securing insurance premiums financing arrangements, *provided* that such Liens are limited to the applicable unearned insurance premiums;

(x) other Liens that do not, individually or in the aggregate, secure obligations in excess of $300,000,000 at any one time;

(y) Liens on the Collateral which (i) secure Indebtedness incurred pursuant to Section 6.01(r) and (ii) have the same priority as, or junior priority to, the Liens securing the Obligations;

(z) Liens on the Collateral which (i) secure Pari Passu Debt Obligations and/or Alternative Incremental Facility Indebtedness and (ii) have the same priority as, or junior priority to, the Liens securing the Obligations;

(aa) Liens on the Collateral which (i) secure Indebtedness incurred pursuant to Section 6.01(m) if, at the time of the incurrence or assumption thereof, the Secured Net Leverage Ratio Condition is met, (ii) have the same priority as, or junior priority to, the Liens securing the Obligations and (iii) are subject to the Pari Passu Intercreditor Agreement or a Junior Lien Intercreditor Agreement; and

(bb) Liens on the Collateral which (i) secure Other Junior Secured Debt incurred pursuant to Section 6.01(x) that is not secured by any asset other than Collateral that secures the Obligations, (ii) have junior priority to the Liens securing the Obligations and (iii) are subject to a Junior Lien Intercreditor Agreement.

SECTION 6.03. ***Sale and Lease-Back Transactions***. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property which it intends to use for substantially the same purpose or purposes as the property being sold or transferred unless (a) the sale or transfer of such property is permitted by Section 6.05 and (b) any Capital Lease Obligations, Synthetic Lease Obligations, Permitted Real Estate Indebtedness or Liens arising in connection therewith are permitted by Sections 6.01 and 6.02, as the case may be.

SECTION 6.04. ***Investments, Loans and Advances***. Purchase, hold or acquire any Equity Interests, evidences of indebtedness or other securities of, make or permit to exist any loans or advances to, or make or permit to exist any investment or any other interest in, any other person, except:

(a) (i) investments by Parent, the Borrower and the Subsidiaries existing on the Closing Date in the Borrower and the Subsidiaries, (ii) additional investments by Parent, the Borrower and the Subsidiaries in the Borrower and the

Subsidiaries and any Unrestricted Subsidiaries and (iii) additional investments by Parent, the Borrower and the Subsidiaries in Permitted Joint Ventures (subject to the limitations on such investments referred to in the definition of the term "Permitted Joint Ventures"); *provided* that (x) any Equity Interests held by a Loan Party shall be pledged to the extent required by Section 5.12 and the Guarantee and Collateral Agreement and (y) any such investments made pursuant to clause (ii) above made by a Loan Party to a Subsidiary that is not a Loan Party, or made by Parent, the Borrower or any Subsidiary to an Unrestricted Subsidiary, may only be made if (A) no Default or Event of Default shall have occurred and be continuing and (B) the aggregate amount of all such investments made by Loan Parties in Subsidiaries that are not Loan Parties, or by Parent, the Borrower or any Subsidiary in an Unrestricted Subsidiary and outstanding at any time (without regard to any write-downs or write-offs thereof, and valued net in the case of intercompany loans and transferred liabilities) shall not exceed $500,000,000 after the Third Restatement Effective Date plus the amount of dividends, distributions and other returns of capital actually received in cash by any Loan Party with respect to any such investments; for purposes of the foregoing, if the Borrower designates a Subsidiary as an Unrestricted Subsidiary in accordance with the definition of the term "Unrestricted Subsidiary", the Borrower will be deemed to have made an investment at that time in the resulting Unrestricted Subsidiary in an aggregate amount equal to the fair market value of the net assets of such Unrestricted Subsidiary;

(b) Permitted Investments;

(c) (i) loans or advances in respect of intercompany accounts attributable to the operation of the Borrower's cash management system (including with respect to intercompany self-insurance arrangements), (ii) loans or advances made by the Borrower or any of the Subsidiaries to a Permitted Syndication Subsidiary for working capital needs evidenced by a promissory note that is pledged to the Collateral Agent so long as such loans or advances constitute Indebtedness of the primary obligor that is not subordinate to any other Indebtedness of such obligor, and (iii) loans or advances made by Parent to the Borrower or any Subsidiary, the Borrower to Parent or any Subsidiary and by any Subsidiary to Parent, the Borrower or any other Subsidiary; *provided*, *however*, that (x) any such loans and advances made by a Loan Party that are evidenced by a promissory note shall be pledged to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement (and any such loans and advances made by a Loan Party to a Subsidiary that is not a Loan Party shall be so evidenced and pledged) and (y) any such loan or advance made by a Loan Party to a Subsidiary that is not a Loan Party or by Parent, the Borrower or any Subsidiary to an Unrestricted Subsidiary shall be subject to the requirements and limitations described in clause (y) of the first proviso to Section 6.04(a), except to the extent that (1) such loan or advance shall be secured by a fully perfected, first-priority Lien on substantially all of the assets of the recipient of such loan or advance and its subsidiaries (in each case of a type that would have constituted Collateral if such recipient were party to the applicable Security Documents) and (2) such Lien is collaterally assigned to the Collateral Agent for the benefit of the Secured Parties, all on terms reasonably satisfactory to the Collateral Agent;

(d) investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

(e) the Borrower and the Subsidiaries may make loans and advances in the ordinary course of business to their respective employees, officers, consultants and agents (including payroll advances, travel and entertainment advances and relocation loans in the ordinary course of business to employees, officers and agents of the Borrower or any such Subsidiary (or to any physician or other health care professional associated with or agreeing to become associated with Parent, the Borrower or any Subsidiary or any Hospital owned or leased or operated by the Borrower or any Subsidiary (" ***Health Care Associates***")));

(f) Guarantees to third parties made in the ordinary course of business in connection with the relocation of employees or agents of Health Care Associates of the Borrower or any of the Subsidiaries;

(g) the Borrower and the Subsidiaries may enter into Hedging Agreements that are not speculative in nature;

(h) the Borrower or any Subsidiary may acquire (including by any lease that contains upfront payments and/or buyout options) all or substantially all the assets of a person or line of business of such person, or directly acquire and beneficially own (and retain the right to vote) more than 50% of the aggregate ordinary voting power and aggregate equity value represented by the outstanding capital stock or other Equity Interests of any acquired or newly formed corporation or other entity that acquires or leases such person, division or line of business (referred to herein as the " ***Acquired Entity***"); *provided* that (i) as of the consummation thereof, such acquisition shall have been approved by the board of directors of the Acquired Entity; (ii) the Acquired Entity shall be in a similar, related, incidental or complementary line of business as that of the Borrower and the Subsidiaries as conducted during the current and most recent calendar year; and (iii) at the time of such transaction (A) [Reserved], (B) if the total consideration paid in connection with such acquisition and any other acquisitions pursuant to this Section 6.04(h) after the Third Restatement Effective Date (including any Indebtedness of the Acquired Entity that is assumed by the Borrower or any Subsidiary following such acquisition and any payments following such acquisition pursuant to earn-out provisions or similar obligations) shall exceed $500,000,000 in the aggregate (excluding the total consideration paid in respect of Permitted Acquisitions listed on Schedule 6.04(h) and consideration consisting of, or funded with the proceeds of, Qualified Capital Stock and excluding any acquisition for total consideration of no more that $150,000,000), then the Borrower would be in compliance with the covenant set forth in Section 6.13 on the last day of the most recently ended fiscal quarter for which financial

statements have been or were required to be delivered, after giving pro forma effect to such transaction and to any other event occurring after such period as to which pro forma recalculation is appropriate (including any other transaction described in this Section 6.04(h) occurring after such period) as if such transaction had occurred as of the first day of such period, (C) [Reserved], (D) the Borrower shall comply, and shall cause the Acquired Entity to comply, with the applicable provisions of Section 5.12 and the Security Documents within a period after consummation of such transaction agreed to by the Administrative Agent (other than, in each case, any Captive Insurance Subsidiary or Securitization Subsidiary), and (E) the aggregate consideration paid in connection with all such acquisitions of Acquired Entities that become Foreign Subsidiaries (or, in the case of an acquisition of assets, such assets are not directly acquired by Loan Parties), shall not exceed $300,000,000 (any acquisition of an Acquired Entity meeting all the applicable criteria of this Section 6.04(h) being referred to herein as a "***Permitted Acquisition***");

(i) Permitted Joint Ventures;

(j) investments in a Permitted Syndication Subsidiary in connection with a Permitted Syndication Transaction made pursuant to Section 6.05(b);

(k) investments in any Securitization Subsidiary or other person as required pursuant to the terms and conditions of any Permitted Receivables Transaction made pursuant to Section 6.05(b);

(l) the Borrower or any of the Subsidiaries may acquire and hold Receivables owing to it or Parent, if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms;

(m) investments to the extent that payment for such investments is made with issuances of or the cash proceeds from the issuance of Equity Interests of Parent;

(n) extensions of trade credit and purchases of equipment and inventory in the ordinary course of business;

(o) loans and advances to Parent in lieu of, and not in excess of the amount of, dividends to the extent permitted to be made to Parent in accordance with Section 6.06;

(p) investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers consistent with past practices;

(q) investments by Parent, the Borrower and the Subsidiaries in any Captive Insurance Subsidiary in an aggregate amount not to exceed 150% of the minimum amount of capital required under the laws of the jurisdiction in which such Captive Insurance Subsidiary is formed (plus any excess capital generated as

a result of any such prior investment that would result in an unfavorable tax or reimbursement impact if distributed), and other investments in any Captive Insurance Subsidiary to cover reasonable general corporate and overhead expenses of such Captive Insurance Subsidiary;

(r) investments by any Captive Insurance Subsidiary;

(s) investments in any Captive Insurance Subsidiary in connection with a push down by the Borrower of insurance reserves;

(t) investments held by a person (including by way of acquisition, merger or consolidation) after the Closing Date otherwise in accordance with this Section 6.04 to the extent that such investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(u) investments in minority interests existing on the Closing Date;

(v) the contribution or other transfer of property to any Spinout Subsidiary in connection with a Spinout Transaction and investments received in connection with a Spinout Transaction;

(w) investments representing the non-cash portion of the consideration received for an Asset Sale or other asset disposition permitted under Section 6.05;

(x) investments entered into in order to consummate the Permitted HMA Transaction or held as a result of the consummation of the HMA Permitted Transaction;

(y) (i) investments made using the Available Amount or (ii) investments made using the Available Declined Proceeds Amount; and

(z) in addition to investments permitted by paragraphs (a) through (y) above, additional investments, loans and advances by the Borrower and the Subsidiaries so long as the aggregate outstanding amount of investments, loans and advances pursuant to this paragraph (z) (determined without regard to any write-downs or write-offs of such investments, loans and advances) does not exceed $200,000,000 plus the amount of dividends, distributions and other returns of capital actually received in cash by any Loan Party or any of its Subsidiaries in respect of investments made in reliance on this paragraph (z) in the aggregate at any time.

It is understood and agreed that, in the event that any investment is made by the Borrower or any Subsidiary in any person through substantially concurrent interim transfers of any amount through one or more other Subsidiaries, then such other substantially concurrent interim transfers shall be disregarded for purposes of this Section 6.04.

SECTION 6.05. ***Mergers, Consolidations, Sales of Assets and Acquisitions*** . (a) Merge into or consolidate with any other person, or permit any other person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or substantially all the assets (whether now owned or hereafter acquired) of the Borrower or less than all the Equity Interests of any Subsidiary (other than pursuant to any Permitted Interest Transfer, any Permitted Joint Venture or transfers of Equity Interests of any Subsidiary to a Loan Party or by a Subsidiary that is not a Subsidiary Guarantor to any Subsidiary or transfers of Equity Interests of a Subsidiary that remains a Subsidiary Guarantor after giving effect to such transfer), or purchase or otherwise acquire (in one transaction or a series of transactions) all or substantially all of the assets of any other person, except that (i) the Borrower and any Subsidiary may purchase and sell inventory in the ordinary course of business and (ii) if at the time thereof and immediately after giving effect thereto no Event of Default or Default shall have occurred and be continuing, (w) Parent or the Borrower may merge with any other Person (other than Parent and the Borrower); *provided* that (1) Parent or the Borrower, as applicable, shall be the continuing and surviving Person or the continuing or surviving Person shall expressly assume the obligations of Parent or Borrower, as applicable, including all of the obligations under this Agreement and the other Loan Documents, in a manner reasonably acceptable to the Administrative Agent, and (2) Parent and the Borrower or such continuing or surviving Person, as applicable, remains organized under the laws of the United States, any state thereof or the District of Columbia, (x) any wholly owned Subsidiary may merge into the Borrower in a transaction in which the Borrower is the surviving corporation, (y) any Subsidiary may merge into or consolidate with any other Subsidiary in a transaction in which the surviving entity is a Subsidiary ( *provided* that (A) if any party to any such transaction is a Loan Party, the surviving entity of such transaction shall be a Loan Party and (B) to the extent any person other than the Borrower or a wholly owned Subsidiary receives any consideration in connection therewith, then such transaction shall be considered as an investment under the applicable paragraph of Section 6.04) and (z) the Borrower and the Subsidiaries may make Permitted Acquisitions or any other investment, loan or advance permitted pursuant to Section 6.04 (including by merger), and may enter into Permitted Joint Ventures.

(b) Make any Asset Sale otherwise permitted under paragraph (a) above unless such Asset Sale is:

(i) for consideration that is at least equal to the fair market value of the assets being sold, transferred, leased or disposed of; *provided* that for any disposition of assets with a fair market value of more than $50,000,000, at least 75% of such consideration is cash, cash equivalents or Permitted Investments;

(ii) a Receivables Transaction, *provided* that (w) the material terms and conditions and the structure of such Receivables Transaction have been approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed), (x) any Liens granted in connection with such Receivables Transaction shall comply with the terms of Section 6.02(p),

(y) the aggregate Receivables Transaction Amount outstanding at any time in respect of all Receivables Transactions does not exceed $3,000,000,000 and (z) to the extent Parent or any of its subsidiaries shall receive aggregate Net Cash Proceeds in excess of $700,000,000 from the consummation of Receivables Transactions after the Third Restatement Effective Date, the Borrower shall, substantially simultaneously with (and in any event not later than the fifth Business Day next following) the receipt of such Net Cash Proceeds by Parent or such subsidiary, apply an amount equal to 100% of the amount of such Net Cash Proceeds so in excess of $700,000,000 to prepay then-outstanding Indebtedness (other than Indebtedness in respect of revolving extensions of credit, except to the extent that any such prepayment is accompanied by a permanent reduction in related commitments) (any Receivables Transaction meeting all the criteria of this Section 6.05(b)(ii) being referred to herein as a " ***Permitted Receivables Transaction***");

(iii) a Syndication Transaction, *provided* that the aggregate amount or value of the consideration received by any Permitted Syndication Subsidiary and/or the Borrower and the other Subsidiaries from third parties in connection with such Syndication Transaction (or series of Syndication Transactions), except for the Syndication Transactions listed on Schedule 6.05(b) (the "***Syndication Proceeds***"), when added to the aggregate Syndication Proceeds from all previous Permitted Syndications on or after the Closing Date does not exceed $200,000,000 (any Syndication Transaction meeting the criteria of this Section 6.05(b)(iii) being referred to herein as a " ***Permitted Syndication Transaction***");

(iv) any Permitted Interest Transfer;

(v) for the sale or other disposition consummated by the Borrower or any of the Subsidiaries after the Closing Date of assets constituting a subsidiary or business unit or units of the Borrower or the Subsidiaries (including a Facility) or the interest of the Borrower or the Subsidiaries therein, *provided* that (i) such sale or other disposition shall be made for fair value on an arm's-length basis and (ii) the consideration received for such sale or other disposition constitutes or would constitute a Permitted Acquisition, Permitted Joint Venture or Permitted Syndication Subsidiary in accordance with the definition thereof;

(vi) the Borrower and the Subsidiaries may abandon, allow to lapse or otherwise dispose of intangible property that the Borrower or such Subsidiary shall determine in its reasonable business judgment is immaterial to the conduct of its business;

(vii) forgiveness of any loans or advances made pursuant to Section 6.04(e);

(viii) transfers of property subject to casualty or a condemnation proceeding;

(ix) Restricted Payments permitted pursuant to Section 6.06;

(x) [reserved]; or

(xi) any investment, loan or advance permitted pursuant to Section 6.04.

For the purposes of Section 6.05(b)(i), the following will be deemed to be cash:

(i) the assumption by the transferee of Indebtedness or other liabilities contingent or otherwise of the Borrower or a Subsidiary (other than subordinated Indebtedness of the Borrower or a Guarantor) and the release of the Borrower or such Subsidiary from all liability on such Indebtedness or other liability in connection with such Asset Sale;

(ii) securities, notes or other obligations received by the Borrower or any Subsidiary of the Borrower from the transferee that are converted by the Borrower or such Subsidiary into cash or cash equivalents (including Permitted Investments) within 180 days following the closing of such Asset Sale;

(iii) Indebtedness of any Subsidiary that is no longer a Subsidiary as a result of such Asset Sale, to the extent that the Borrower and each other Subsidiary are released from any Guarantee of payment of such Indebtedness in connection with such Asset Sale;

(iv) consideration consisting of Indebtedness of the Borrower (other than subordinated Indebtedness) received after the Third Amendment Effective Date from Persons who are not the Borrower or any Subsidiary; and

(v) any Designated Non-Cash Consideration received by the Borrower or any Subsidiary in such Asset Sale having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this covenant that is at that time outstanding, not to exceed the greater of $800,000,000 and 3.0% of Total Assets (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value).

SECTION 6.06. ***Restricted Payments; Restrictive Agreements***. (a) Declare or make, directly or indirectly, any Restricted Payment (including pursuant to any Synthetic Purchase Agreement); *provided*, *however*, that

(i) any Subsidiary may declare and pay dividends or make other distributions ratably to its equity holders;

(ii) Parent, the Borrower or any Subsidiary may distribute the Equity Interests of a Spinout Subsidiary pursuant to a Spinout Transaction;

(iii) so long as no Event of Default or Default shall have occurred and be continuing or would result therefrom, the Borrower may, or the Borrower may make distributions to Parent so that Parent may, repurchase its Equity Interests owned by current or former employees, directors or consultants of Parent, the Borrower or the Subsidiaries or make payments to employees, directors or consultants of Parent, the Borrower or the Subsidiaries in connection with the exercise of stock options, stock appreciation rights or similar equity incentives or equity based incentives pursuant to management incentive plans in an aggregate amount not to exceed $60,000,000 in any fiscal year;

(iv) the Borrower may make Restricted Payments to Parent (A) (x) to the extent necessary to pay general corporate and overhead expenses incurred by Parent in the ordinary course of business (including legal, accounting and similar expenses) and expenses necessary to maintain its status as a publicly held corporation, and (y) in an amount necessary to pay the Tax liabilities of Parent or (B) consisting of (1) costs (including all professional fees and expenses) incurred by Parent in connection with reporting obligations under or otherwise incurred in connection with compliance with applicable laws, rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, the Senior Notes, the Loan Documents or any other agreement or instrument relating to Indebtedness of the Borrower or any Subsidiary, customary indemnification obligations of Parent owing to directors, officers, employees or other Persons under its charter or by-laws or pursuant to written agreements with any such Person to the extent relating to the Borrower and its Subsidiaries, (2) obligations of Parent in respect of director and officer insurance (including premiums therefor) to the extent relating to the Borrower and its Subsidiaries, (3) expenses incurred by Parent in connection with any public offering or other sale of Equity Interests or Indebtedness: (x) where the net proceeds of such offering or sale are intended to be received by or contributed to the Borrower or a Subsidiary, (y) in a pro-rated amount of such expenses in proportion to the amount of such net proceeds intended to be so received or contributed, or (z) otherwise on an interim basis prior to completion of such offering so long as Parent shall cause the amount of such expenses to be repaid to the Borrower or the relevant Subsidiary out of the proceeds of such offering promptly if completed; *provided*, *however*, that all Restricted Payments made to Parent pursuant to this clause (iv) are used by Parent for the purposes specified herein within 20 days of the receipt thereof;

(v) in addition to Restricted Payments permitted by clauses (i) through (iv) above, so long as no Event of Default or Default shall have occurred and be continuing or would result therefrom, the Borrower may make other Restricted Payments, and Parent may make Restricted Payments, in an aggregate amount from and after the Third Restatement Effective Date not to exceed $200,000,000 less the amount of payments made from and after the Third Restatement Effective Date pursuant to Section 6.09(b)(i);

(vi) the Borrower may net shares under employee benefits plans to settle option price payments owed by employees and directors with respect thereto and to settle employees' and directors' Federal, state and income tax liabilities (if any) related thereto;

(vii) so long as (A) no Event of Default or Default shall have occurred and be continuing or would result therefrom and (B) at the time of and after giving effect thereto, the Secured Net Leverage Ratio shall not be greater than 3.5 to 1.0, the Borrower may make other Restricted Payments, and Parent may make Restricted Payments, in an amount not to exceed the Available Amount at the time such Restricted Payment is made;

(viii) so long as no Event of Default or Default shall have occurred and be continuing or would result therefrom, the Borrower may, or the Borrower may make distributions to Parent so that Parent may, (A) repurchase any of its Equity Interests, or (B) make payments to employees, directors or consultants of Parent, the Borrower or the Subsidiaries in connection with the exercise of stock options, stock appreciation rights or similar equity incentives or equity based incentives pursuant to management incentive plans, in each case in an aggregate amount not to exceed the Received Exercise Proceeds Amount at the time such Restricted Payment is made;

(ix) so long as no Event of Default or Default shall have occurred and be continuing or would result therefrom, the Borrower may make other Restricted Payments, and Parent may make Restricted Payments, in an aggregate amount not to exceed $25,000,000 in any fiscal year, beginning with the fiscal year ending December 31, 2013;

(x) Parent, Borrower or any Subsidiary may make a payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of this Agreement;

(xi) Parent, Borrower or any Subsidiary may make a purchase, repurchase, redemption, defeasance or other acquisition or retirement of preferred Equity Interests made by exchange (including any such exchange pursuant to the exercise of a conversion right or privilege in connection with which cash is paid in lieu of the issuance of fractional shares) for, or out of the proceeds of the substantially concurrent sale of, preferred Equity Interests of the Borrower or Parent (other than Disqualified Stock and other than preferred Equity Interests sold to a Subsidiary) or a substantially concurrent contribution to the equity (other than through the issuance of Disqualified Stock or by preferred Equity Interests sold to any Subsidiary) of the Borrower or Parent;

(xii) the Borrower may make payments or loans, advances, dividends or distributions to Parent to make payments to holders of Equity Interests of Parent in lieu of the issuance of fractional shares of such Equity Interests, *provided, however*, that any such payment, loan, advance, dividend or distribution shall not be for the purpose of evading any limitation of this covenant or otherwise to facilitate any dividend or other return of capital to the holders of such Equity Interests (as determined in good faith by the board of directors of the Borrower);

(xiii) Parent, the Borrower or any Subsidiary may make purchases, repurchases, redemptions, defeasances or other acquisitions or retirements of Equity Interests deemed to occur upon the exercise of stock options, warrants or other rights in respect thereof if such Equity Interests represent a portion of the exercise price thereof; and

(xiv) Parent, the Borrower or any Subsidiary may pay dividends or other distributions of Equity Interests of, or Indebtedness owed to Parent, the Borrower or a Subsidiary by, Unrestricted Subsidiaries (unless the Unrestricted Subsidiary's principal asset is cash or cash equivalents (including Permitted Investments)).

(b) Enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (i) the ability of Parent, the Borrower or any Subsidiary (other than any Permitted Joint Venture Subsidiary) to create, incur or permit to exist any Lien upon any of its property or assets to secure the Obligations, or (ii) the ability of any Subsidiary (other than any Permitted Joint Venture Subsidiary) to pay dividends or other distributions with respect to any of its Equity Interests or to make or repay loans or advances to the Borrower or any Subsidiary Guarantor or to Guarantee Indebtedness of the Borrower or any Subsidiary Guarantor; *provided* (x) that the foregoing shall not apply to restrictions and conditions (A) imposed by law or by any Loan Document or any Senior Note Indenture, (B) contained in agreements relating to the sale of a Subsidiary or other assets pending such sale, *provided* such restrictions and conditions apply only to the Subsidiary or assets that are to be sold and such sale is permitted hereunder, (C) imposed on any Foreign Subsidiary by the terms of any Indebtedness of such Foreign Subsidiary permitted to be incurred hereunder, (D) imposed

pursuant to other Indebtedness incurred pursuant to Section 6.01 with such encumbrances and restrictions that, taken as a whole, are not more restrictive than the terms hereof, (E) contained in any agreement relating to a Permitted Receivables Transaction if such restrictions or encumbrances apply only to the relevant Permitted Receivables Transaction and are required pursuant to the terms and conditions of such Permitted Receivables Transaction, (F) on Permitted Joint Ventures or other joint ventures permitted under Section 6.04 and Permitted Syndication Subsidiaries imposed by the terms of the agreements governing the same, (G) applicable to an Acquired Entity at the time such Acquired Entity became a Subsidiary, so long as such restriction or encumbrance was not created in contemplation of or in connection with such Acquired Entity becoming a Subsidiary and apply only to such Acquired Entity and (H) imposed by any credit agreement, indenture or other agreement governing Pari Passu Debt or Alternative Incremental Facility Indebtedness, so long as such restrictions and conditions are not less favorable to the Lenders than to the holders of such Pari Passu Debt or such Alternative Incremental Facility Indebtedness, as the case may be; and (y) clause (i) of the foregoing shall not apply to restrictions or conditions (A) that are customary provisions in leases and other contracts restricting the assignment thereof and any right of first refusal and (B) imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness.

For the avoidance of doubt, any transaction permitted pursuant to this Section 6.06 to be made or consummated by the Borrower (other than Section 6.06(a)(iv)) shall be permitted to be made or consummated by Parent.

SECTION 6.07. ***Transactions with Affiliates***. Except for (a) transactions between or among Parent and its Subsidiaries or described on Schedule 6.07 and (b) the contribution or other transfer by Parent, the Borrower or any Subsidiary of property owned by it to any Spinout Subsidiary pursuant to a Spinout Transaction and transition services agreements, tax sharing agreements, intellectual property sharing agreements, real estate matter and employee matter agreements, indemnification and insurance agreements and other similar agreements among Parent, the Borrower, any Subsidiary and a Spinout Subsidiary entered into in connection with a Spinout Transaction, sell or transfer any property or assets to, or purchase or acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (i) the Borrower or any Subsidiary may engage in any of the foregoing transactions on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, (ii) Parent, the Borrower and the Subsidiaries may make (x) investments, loans and advances and (y) Restricted Payments, permitted by Section 6.04 and Section 6.06, respectively, (iii) the Borrower may engage in Receivables Transactions, (iv) any issuance of Equity Interests otherwise permitted hereunder, (v) any issuance of Equity Interests, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options and stock ownership plans, or indemnities provided on behalf of employees or directors and approved by the board of directors or senior management of Parent and (vi) the payment of reasonable fees to directors of Parent, the Borrower and the Subsidiaries who are not employees of Parent, the Borrower or the Subsidiaries.

SECTION 6.08. ***Business of Parent, Borrower and Subsidiaries***. Engage at any time in any business or business activity other than the business currently conducted by it and business activities reasonably similar, incidental or complementary thereto and reasonable extensions thereof.

SECTION 6.09. ***Other Indebtedness***. (a) Permit any waiver, supplement, modification or amendment of any Senior Note Indenture or any waiver, supplement, modification or amendment of any indenture, instrument or agreement pursuant to which any subordinated Material Indebtedness of Parent, the Borrower or any of the Subsidiaries is outstanding if the effect of such waiver, supplement, modification or amendment would materially increase the obligations of the obligor (except as permitted by this Agreement) or confer additional material rights on the holder of such Indebtedness in a manner adverse to the Lenders.

(b) Make any distribution, whether in cash, property, securities or a combination thereof, other than regular scheduled payments of principal and interest as and when due (to the extent not prohibited by applicable subordination provisions), in respect of, or pay, or commit to pay, or directly or indirectly (including pursuant to any Synthetic Purchase Agreement) redeem, repurchase, retire or otherwise acquire for consideration, or set apart any sum for the aforesaid purposes, any subordinated Indebtedness (other than intercompany Indebtedness); *provided*, *however*, that, so long as no Default or Event of Default shall have occurred and be continuing at the date of such redemption, repurchase, retirement or other acquisition for consideration, or would result therefrom, Parent, the Borrower or any Subsidiary may redeem, repurchase, retire or otherwise acquire for consideration (i) (i) from and after the Third Restatement Effective Date, subordinated Indebtedness for an aggregate price not in excess of (A) $300,000,000 *less* (B) the amount of Restricted Payments made from and after the Third Restatement Effective Date pursuant to clause (v) of Section 6.06(a), (ii) subordinated Indebtedness with the proceeds of or in exchange for (A) subordinated Indebtedness that is permitted pursuant to Section 6.01 and is subordinated on terms not materially less advantageous to the Lenders than those of the Indebtedness being redeemed, repurchased, retired or otherwise acquired for consideration or (B) the issuance of Equity Interests, (iv) subordinated Indebtedness so long as (A) the amount paid in respect thereof does not exceed the Available Amount at the time paid and (B) at the time of and after giving effect thereto, the Secured Net Leverage Ratio shall not be greater than 4.0 to 1.0, or (v) subordinated Indebtedness so long as (A) the amount paid in respect thereof does not exceed the Available Declined Proceeds Amount at the time paid and (B) at the time of and after giving effect thereto, the Secured Net Leverage Ratio shall not be greater than 4.0 to 1.0.

(c) Nothing in this Section 6.09 shall limit or otherwise prohibit the making (and any payment in connection therewith) of any "Change of Control Offer" under any HMA Indenture in connection with the Permitted HMA Transaction or in accordance with clause (f) of Article VII.

SECTION 6.10. ***Practice Guarantees***. Enter into Practice Guarantees with a term of 30 months or longer in an aggregate amount in excess of $300,000,000 in effect at any time with respect to all such Practice Guarantees.

SECTION 6.11. ***Capital Expenditures***. Permit the aggregate amount of Capital Expenditures (other than Replacement Capital Expenditures) made by Parent, the Borrower and the Subsidiaries in any period set forth below to exceed the greater of (a) 7.5% of consolidated net revenues of Parent, the Borrower and the Subsidiaries for the immediately preceding fiscal year (as set forth in the financial statements delivered pursuant to Section 5.04(a) with respect to such fiscal year) and (b) $1,100,000,000 (such greater amount, the "***Permitted Capital Expenditure Amount***"):

In any year in which a Permitted Acquisition occurs, the Permitted Capital Expenditure Amount in respect of such fiscal year shall be increased (but not decreased) by an amount equal to 7.5% of the net revenues generated by the Acquired Entity acquired during the preceding fiscal year of such Acquired Entity (pro rated based on the number of days remaining in such fiscal year). In addition, to the extent any portion of the Permitted Capital Expenditure Amount for any fiscal year (as the same may have been increased pursuant to the preceding sentence) is not fully expended during such fiscal year, then 50% of the amount not so expended may be carried forward to and used in succeeding fiscal years. In addition, for any fiscal year, the amount of Capital Expenditures that would otherwise be permitted in such fiscal year pursuant to this Section 6.11 may be increased by an amount not to exceed 50% of the Permitted Capital Expenditure Amount for the immediately succeeding fiscal year (the "***CapEx Pull-Forward Amount***"). The actual CapEx Pull-Forward Amount in respect of any such fiscal year shall reduce, on a dollar-for-dollar basis, the amount of Capital Expenditures that would have been permitted to be made in the immediately succeeding fiscal year. In addition, for any fiscal year, the amount of Capital Expenditures that would otherwise be permitted in such fiscal year pursuant to this Section 6.11 may be increased by an amount not to exceed $400,000,000 if, at the time of such expenditure, both before and after giving pro forma effect thereto, (x) no Default or Event of Default shall have occurred and be continuing and (y) the Leverage Ratio is less than 4.50 to 1.00.

The provisions of this Section 6.11 are solely for the benefit of the Revolving Credit Lenders, the 2019 Term A Lenders and any Lenders having Other Term A Loans and, notwithstanding the provisions of Section 9.08, the Required Covenant Lenders may (i) amend or otherwise modify Section 6.11 or, solely for purposes of Section 6.11, the defined terms used, directly or indirectly, therein, or (ii) waive any non-compliance with Section 6.11 or any Event of Default resulting from such non-compliance, in each case without the consent of any other Lenders.

SECTION 6.12. ***Interest Coverage Ratio***. Permit the Interest Coverage Ratio for any period of four consecutive fiscal quarters, in each case taken as one accounting period, ending during any period set forth below to be less than the ratio set forth opposite such period below:

| Period | Ratio |
|---|---|
| December 31, 2013 through December 31, 2016 | 2.00 to 1.00 |
| Thereafter | 2.25 to 1.00 |

The provisions of this Section 6.12 are solely for the benefit of the Revolving Credit Lenders, the 2019 Term A Lenders and any Lenders having Other Term A Loans and, notwithstanding the provisions of Section 9.08, the Required Covenant Lenders may (i) amend or otherwise modify Section 6.12 or, solely for purposes of Section 6.12, the defined terms used, directly or indirectly, therein, or (ii) waive any non-compliance with Section 6.12 or any Event of Default resulting from such non-compliance, in each case without the consent of any other Lenders.

SECTION 6.13. ***Maximum Secured Net Leverage Ratio***. Permit the Secured Net Leverage Ratio as of the last day of any fiscal quarter ending during a period set forth below to be greater than the ratio set forth opposite such period below:

| Period | Ratio |
|---|---|
| December 31, 2013 through December 31, 2015 | 4.50 to 1.00 |
| January 1, 2016 through December 31, 2016 | 4.25 to 1.00 |
| Thereafter | 4.00 to 1.00 |

The provisions of this Section 6.13 are solely for the benefit of the Revolving Credit Lenders, the 2019 Term A Lenders and any Lenders having Other Term A Loans and, notwithstanding the provisions of Section 9.08, the Required Covenant Lenders may (i) amend or otherwise modify Section 6.13 or, solely for purposes of Section 6.13, the defined terms used, directly or indirectly, therein, or (ii) waive any non-compliance with Section 6.13 or any Event of Default resulting from such non-compliance, in each case without the consent of any other Lenders.

SECTION 6.14. ***Fiscal Year***. With respect to Parent and the Borrower, change their fiscal year-end to a date other than December 31.

## ARTICLE VII

## Events of Default

In case of the happening of any of the following events ("***Events of Default***"):

(a) any representation, warranty or statement made or deemed made by any Loan Party herein or in any other Loan Document or any certificate delivered or required to be delivered pursuant hereto or thereto shall prove to be untrue in any material respect on the date as of which it was made or deemed made;

(b) default shall be made in the payment of any principal of any Loan or the reimbursement with respect to any L/C Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise;

(c) default shall be made in the payment of any interest on any Loan or any Fee or L/C Disbursement or any other amount (other than an amount referred to in (b) above) due under any Loan Document, when and as the same shall become due and payable, and such default shall continue unremedied for a period of five Business Days;

(d) (i) default shall be made in the due observance or performance by Parent, the Borrower or any Subsidiary of any covenant, condition or agreement contained in Section 5.01(a) (with respect to Parent and the Borrower only), 5.05(a) or 5.08 or in Article VI (other than Section 6.11, Section 6.12 or Section 6.13); (ii) solely for the benefit of the Revolving Credit Lenders, 2019 Term A Lenders and Lenders holding Other Term A Loans, default shall be made in the due observance or performance by Parent, the Borrower or any Subsidiary of any covenant, condition or agreement contained in Section 6.11, Section 6.12 or Section 6.13; or (iii) an Event of Default shall have occurred under paragraph (d)(ii) and the Required Covenant Lenders shall have terminated any Revolving Credit Commitments or shall have accelerated any Loans;

(e) default shall be made in the due observance or performance by Parent, the Borrower or any Subsidiary of any covenant or agreement contained in any Loan Document (other than those specified in (b), (c) or (d) above) and such default shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent or any Lender to the Borrower;

(f) (i) Parent, the Borrower or any Subsidiary shall fail to pay any principal, interest or other amount due in respect of any Material Indebtedness, when and as the same shall become due and payable (after giving effect to any grace period) or (ii) any other event or condition occurs that results in any Material Indebtedness (other than any Material Indebtedness of any Securitization Subsidiary) becoming due prior to its scheduled maturity or that enables or permits (after giving effect to any grace period) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity or that results in the termination or permits any counterparty to terminate any Hedging Agreement the obligations under which constitute Material Indebtedness; *provided* that (A) this clause (ii) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, and (B) for the avoidance of doubt, a requirement to make a mandatory offer to repurchase under the terms of any Indebtedness of any person acquired by the Borrower or any of its Subsidiaries pursuant to any Permitted Acquisition or the Permitted HMA Transaction (including Indebtedness under any

HMA Indenture) as a result of a "change of control" (or equivalent term) shall not constitute a Default or an Event of Default under this clause (ii) so long as (I) on or prior to the date the events constituting such "change of control" (or equivalent term) occur, either (1) the terms of such Indebtedness have been amended to eliminate the requirement to make such offer or (2) such Indebtedness has been defeased or discharged so that such requirement shall no longer apply (and, in the event such "change of control" is subject to a requirement that a specific credit ratings event or similar condition subsequent occur, no Event of Default shall exist pursuant to this paragraph (ii) until such time as the specific credit ratings event or similar condition subsequent has also occurred resulting in the obligor under such Indebtedness to become unconditionally obligated to make such offer) or (II) (x) the sum of (1) the aggregate amount of unrestricted cash, cash equivalents and Permitted Investments held by Parent, the Borrower and the Subsidiaries plus any available debt financing commitments from any Revolving Lender or any Affiliate of a Revolving Lender or any other financial institution of nationally recognized standing available to the Borrower or its Subsidiaries for purposes of refinancing such Indebtedness is at least equal to the aggregate amount that would be required to repay such Indebtedness pursuant to any required "change of control offer" (or equivalent term) pursuant to the terms of such Indebtedness at all times prior to the expiration of the rights of the holders of such Indebtedness to require the repurchase or repayment of such Indebtedness as a result of such acquisition and (y) the Borrower or the applicable Subsidiary complies with the provisions of such Indebtedness that are applicable as a result of such acquisition (including by consummating any required "change of control offer" (or equivalent term) for such Indebtedness); *provided further* that this clause (f) shall not apply if such failure is remedied or waived by the holders of such Indebtedness prior to any termination of the Commitments or acceleration of the Loans pursuant to this Article VII;

(g) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of Parent, the Borrower or any Subsidiary (other than a Non-Significant Subsidiary within the meaning of clause (a) of the definition thereof), or of a substantial part of the property or assets of Parent, the Borrower or a Subsidiary (other than a Non-Significant Subsidiary within the meaning of clause (a) of the definition thereof), under Title 11 of the United States Code, as now constituted or hereafter amended, or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Parent, the Borrower or any Subsidiary (other than a Non-Significant Subsidiary within the meaning of clause (a) of the definition thereof) or for a substantial part of the property or assets of Parent, the Borrower or a Subsidiary or (iii) the winding-up or liquidation of Parent, the Borrower or any Subsidiary (other than a Non-Significant Subsidiary within the meaning of clause (a) of the definition thereof); and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(h) Parent, the Borrower or any Subsidiary (other than a Non-Significant Subsidiary within the meaning of clause (a) of the definition thereof) shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) consent to the institution of any proceeding or the filing of any petition described in (g) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Parent, the Borrower or any Subsidiary (other than a Non-Significant Subsidiary within the meaning of clause (a) of the definition thereof) or for a substantial part of the property or assets of Parent, the Borrower or any Subsidiary (other than a Non-Significant Subsidiary within the meaning of clause (a) of the definition thereof), (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due or (vii) take any corporate action for the purpose of effecting any of the foregoing;

(i) one or more judgments shall be rendered against Parent, the Borrower, any Subsidiary or any combination thereof (not paid or fully covered by insurance) and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to levy upon assets or properties of Parent, the Borrower or any Subsidiary to enforce any such judgment and such judgment is for the payment of money in an aggregate amount in excess of $125,000,000;

(j) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other such ERISA Events, could reasonably be expected to result in a Material Adverse Effect;

(k) any Guarantee under the Guarantee and Collateral Agreement for any reason shall cease to be in full force and effect (other than in accordance with its terms), or any Guarantor shall deny in writing that it has any further liability under the Guarantee and Collateral Agreement (other than as a result of the discharge of such Guarantor in accordance with the terms of the Loan Documents);

(l) any security interest purported to be created by any Security Document with respect to any Collateral with an aggregate fair market value in excess of $125,000,000 shall cease to be, or shall be asserted by the Borrower or any other Loan Party not to be, a valid, perfected (subject to the qualifications set forth in Section 3.19(a)), first priority (except as otherwise expressly provided in this Agreement or such Security Document) security interest in the securities, assets or properties covered thereby, except to the extent that any such loss of perfection or priority results from the failure of the Collateral Agent to maintain possession of certificates representing securities pledged under the Guarantee and Collateral Agreement or any other act or omission by the Collateral Agent and except to the extent that such loss is covered by a lender’s title insurance policy and the related insurer does not deny that such loss is covered by such title insurance policy;

(m) the Indebtedness under any subordinated Indebtedness of Parent, the Borrower or any Subsidiary constituting Material Indebtedness shall cease (or any Loan Party or an Affiliate of any Loan Party shall so assert), for any reason, to be validly subordinated to the Obligations as provided in the agreements evidencing such subordinated Indebtedness;

(n) there shall have occurred a Change in Control;

(o) on any date, any Pari Passu Debt that at the time would constitute Material Indebtedness and that has a final stated maturity date within 91 days of such date, shall remain outstanding;

(p) so long as any Other Senior Secured Debt is outstanding, any Pari Passu Intercreditor Agreement shall cease to be effective or cease to be legally valid and binding, or otherwise not be effective to create the rights and obligations purported to be created thereunder, unless the same (i) results directly from the action or inaction of the Collateral Agent or (ii) is not materially adverse to the Lenders; or

(q) so long as any Other Junior Secured Debt is outstanding, any Junior Lien Intercreditor Agreement shall cease to be effective or cease to be legally valid and binding, or otherwise not be effective to create the rights and obligations purported to be created thereunder, unless the same (i) results directly from the action or inaction of the Collateral Agent or (ii) is not materially adverse to the Lenders;

then, and in every such event (other than an event with respect to Parent or the Borrower described in paragraph (g) or (h) above or an event described in paragraph (d)(ii) above), and at any time thereafter during the continuance of such event, the Administrative Agent, at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate forthwith the Commitments and (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding; in any event with respect to Parent or the Borrower described in paragraph (g) or (h) above, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of

which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding; and in any such event described in paragraph (d)(ii) above, and at any time thereafter during the continuance of such event, the Administrative Agent, at the request of the Required Covenant Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate forthwith the Revolving Credit Commitments and (ii) declare the 2019 Term A Loans, Other Term A Loans and Revolving Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of such Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document in respect of the Revolving Credit Commitments or such Loans, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding.

Notwithstanding anything to the contrary contained in this Article VII, upon the request of the Borrower made in writing to the Administrative Agent, in the event of any Event of Default under any covenant set forth in Section 6.12 or 6.13 and until the expiration of the tenth Business Day after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter hereunder, Parent may issue Qualified Capital Stock and elect to treat all or any portion of the net cash proceeds thereof as having increased Consolidated EBITDA with respect to such applicable quarter solely for the purpose of determining actual and pro forma compliance with Sections 6.12 and 6.13 at the end of such applicable quarter and applicable subsequent periods and for purposes of determining whether the Secured Net Leverage Ratio Condition has been satisfied and not for any other purpose of this Agreement (including determining the Applicable Percentage); *provided* that (a) such proceeds (i) are actually received by Parent and contributed to the Borrower no later than ten days after the date on which financial statements are required to be delivered with respect to such fiscal quarter hereunder and (ii) do not exceed the aggregate amount necessary to cause Parent to be in compliance with the covenants under Sections 6.12 or 6.13 for any applicable period and (b) in each period of four fiscal quarters, there shall be at least two fiscal quarters in which no such right to cure permitted by this paragraph is utilized.

## ARTICLE VIII

## The Administrative Agent and the Collateral Agent

Each of the Lenders and the Issuing Bank hereby irrevocably appoints the Administrative Agent and the Collateral Agent (for purposes of this Article VIII, the Administrative Agent and the Collateral Agent are referred to collectively as the "***Agents***") its agent and authorizes the Agents to take such actions on its behalf and to exercise such powers as are delegated to such Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto. Without limiting the generality of the foregoing, the Agents are hereby expressly authorized to execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of this Agreement and the Security Documents.

The bank serving as the Administrative Agent and/or the Collateral Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with Parent, the Borrower or any Subsidiary or other Affiliate thereof as if it were not an Agent hereunder.

Neither Agent shall have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) neither Agent shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) neither Agent shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that such Agent is instructed in writing to exercise by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.08), and (c) except as expressly set forth in the Loan Documents, neither Agent shall have any duty to disclose, nor shall it be liable for the failure to disclose, any information relating to Parent, the Borrower or any of the Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent and/or Collateral Agent or any of its Affiliates in any capacity. Neither Agent shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.08) or in the absence of its own gross negligence or willful misconduct. Neither Agent shall be deemed to have knowledge of any Default unless and until written notice thereof is given to such Agent by Parent, the Borrower or a Lender, and neither Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to such Agent.

Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper person. Each Agent may also rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon. Each Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Each Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by it. Each Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of each Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the Credit Facilities as well as activities as Agent.

Subject to the appointment and acceptance of a successor Agent as provided below, either Agent may resign at any time by notifying the Lenders, the Issuing Bank and the Borrower. Upon any such resignation, the Required Lenders shall have the right, with the consent (not to be unreasonably withheld or delayed) of the Borrower, to appoint a successor; *provided* that during the existence and continuation of an Event of Default pursuant to paragraph (b), (c), (g) or (h) of Article VII, no consent of the Borrower shall be required. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retirement of the retiring Agent shall become effective on such 30th day and the retiring Agent may (but shall not have any obligation to do so), on behalf of the Lenders and the Issuing Bank, appoint a successor Agent which shall be a bank with an office in New York, New York, having a combined capital and surplus of at least $1,000,000,000, or an Affiliate of any such bank and, so long as no Event of Default pursuant to paragraph (b), (c), (g) or (h) of Article VII shall have occurred and be continuing, reasonably acceptable to the Borrower. Upon the acceptance of its appointment as Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After an Agent's resignation hereunder, the provisions of this Article and Section 9.05 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while acting as Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Agents or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agents or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement or any other Loan Document, any related agreement or any document furnished hereunder or thereunder.

ARTICLE IX

Miscellaneous

SECTION 9.01. ***Notices***. Notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax, as follows:

(a) if to the Borrower or Parent, to it at Community Health Systems, Inc., 4000 Meridian Boulevard, Franklin, Tennessee 37067, Attention of the Chief Financial Officer (Fax No. (615) 373-9704);

(b) if to the Administrative Agent, to Credit Suisse AG, Eleven Madison Avenue, New York, NY 10010, Attention of Agency Group (Fax No. (212) 322-2291), Email: agency.loanops@credit-suisse.com; and

(c) if to a Lender, to it at its address (or fax number) set forth on Schedule 2.01 or in the Assignment and Acceptance pursuant to which such Lender shall have become a party hereto.

All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by fax or on the date five Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 9.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 9.01. As agreed to among Parent, the Borrower, the Administrative Agent and the applicable Lenders from time to time, notices and other communications may also be delivered by e-mail to the e-mail address of a representative of the applicable person provided from time to time by such person.

Parent and the Borrower hereby acknowledge that (a) the Administrative Agent will make available to the Lenders and the Issuing Bank materials and/or information provided by or on behalf of the Borrower hereunder (collectively, the " ***Borrower Materials***") by posting the Borrower Materials on Intralinks or another similar electronic system (the " ***Platform***") and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to each Borrower or its securities) (each, a "***Public Lender***"). Parent and the Borrower hereby agree that (i) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (ii) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to Parent and the Borrower or its securities for purposes of foreign, United States Federal and state securities laws (*provided*, *however*, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 9.17); (iii) all Borrower Materials

marked “PUBLIC” are permitted to be made available through a portion of the Platform designated as “Public Investor” and (iv) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not marked as “Public Investor”. Notwithstanding the foregoing, the following Borrower Materials shall be marked “PUBLIC”, unless Parent or the Borrower notifies the Administrative Agent promptly that any such document contains material non-public information: (A) the Loan Documents, (B) any notification of changes in the terms of the Credit Facilities and (C) all information delivered pursuant to Section 5.04(a), (b) and (c).

Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable law, including foreign, United States Federal and state securities laws, to make reference to Communications that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to Parent or the Borrower or its securities for purposes of foreign, United States Federal or state securities laws.

THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE”. NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS RELATED PARTIES WARRANTS THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS OR THE ADEQUACY OF THE PLATFORM AND EACH EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS IS MADE BY THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES HAVE ANY LIABILITY TO ANY LOAN PARTY, ANY LENDER OR ANY OTHER PERSON FOR DAMAGES OF ANY KIND, WHETHER OR NOT BASED ON STRICT LIABILITY AND INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY’S OR THE ADMINISTRATIVE AGENT’S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY SUCH PERSON IS FOUND IN A FINAL RULING BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED PRIMARILY FROM SUCH PERSON’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

The Administrative Agent agrees that the receipt of the Communications by the Administrative Agent at its e-mail address set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of the Loan Documents. Each Lender agrees that receipt of notice to it (as provided in the next

sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender agrees to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's e-mail address to which the foregoing notice may be sent by electronic transmission and that the foregoing notice may be sent to such e-mail address.

Nothing herein shall prejudice the right of the Administrative Agent or any Lender to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

SECTION 9.02. ***Survival of Agreement***. All covenants, agreements, representations and warranties made by the Borrower or Parent herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and the Issuing Bank and shall survive the making by the Lenders of the Loans and the issuance of Letters of Credit by the Issuing Bank, regardless of any investigation made by the Lenders or the Issuing Bank or on their behalf, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any Fee or any other amount payable under this Agreement or any other Loan Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not been terminated. The provisions of Sections 2.14, 2.16, 2.20, 9.05 and 9.18 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the expiration of the Commitments, the expiration of any Letter of Credit, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent, the Collateral Agent, any Lender or the Issuing Bank.

SECTION 9.03. ***Binding Effect***. This Agreement shall become effective as provided in the Third Amendment and Restatement Agreement.

SECTION 9.04. ***Successors and Assigns***. (a) Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrower, Parent, the Administrative Agent, the Collateral Agent, the Issuing Bank or the Lenders that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

(b) Each Lender may assign to one or more Eligible Assignees all or a portion of its interests, rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it), with notice to the Borrower and the prior written consent of the Administrative Agent (not to be unreasonably withheld or delayed); *provided*, *however*, that (i) in the case of an assignment of a Revolving Credit Commitment, each of the Borrower, the Issuing Bank must also give its prior written consent to such assignment (which consent shall not be unreasonably withheld or

delayed) (*provided*, that the consent of the Borrower shall not be required to any such assignment made to another Lender or an Affiliate of a Lender or after the occurrence and during the continuance of any Event of Default referred to in paragraph (b), (c), (g) or (h) of Article VII), (ii) the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall be not less than (x) $1,000,000 (with respect to an assignment of Term Loans) and (y) $5,000,000 (with respect to an assignment of Revolving Credit Commitments or Revolving Loans) (or, in any case, if less, the entire remaining amount of such Lender's Commitment or Loans of the relevant Class), (iii) the parties to each such assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually), and shall pay to the Administrative Agent a processing and recordation fee of $3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent and will not apply in the case of an assignment by a Lender to an Approved Fund that is managed by such Lender or an Affiliate of such Lender or by an entity or an Affiliate of an entity that adminsters or manages such Lender), and (iv) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and all applicable tax forms. Upon acceptance and recording pursuant to paragraph (e) of this Section 9.04, from and after the effective date specified in each Assignment and Acceptance, (A) the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement and (B) the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.14, 2.16, 2.20 and 9.05, as well as to any Fees accrued for its account and not yet paid).

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the assignee thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows: (i) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that its Term Loan Commitment and Revolving Credit Commitment, are as set forth in such Assignment and Acceptance; (ii) except as set forth in (i) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of the Borrower or any Subsidiary or the performance or observance by the Borrower or any Subsidiary of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto; (iii) such assignee represents and warrants that it is an Eligible Assignee and is legally authorized to enter into such Assignment and Acceptance; (iv) such assignee confirms

that it has received a copy of this Agreement, together with copies of the most recent financial statements referred to in Section 3.05 or delivered pursuant to Section 5.04 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (v) such assignee will independently and without reliance upon the Administrative Agent, the Collateral Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (vi) such assignee appoints and authorizes the Administrative Agent and the Collateral Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent and the Collateral Agent, respectively, by the terms hereof, together with such powers as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(d) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices in The City of New York a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "***Register***"). The entries in the Register shall be conclusive and the Borrower, the Administrative Agent, the Issuing Bank, the Collateral Agent and the Lenders may treat each person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the Issuing Bank, the Collateral Agent and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon its receipt of, and consent to, a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, an Administrative Questionnaire completed in respect of the assignee (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) above, if applicable, and the written consent of the Administrative Agent and, if required, the Borrower and the Issuing Bank to such assignment and any applicable tax forms, the Administrative Agent shall promptly (i) accept such Assignment and Acceptance and (ii) record the information contained therein in the Register. No assignment shall be effective unless it has been recorded in the Register as provided in this paragraph (e).

(f) Each Lender may without the consent of the Borrower, the Issuing Bank or the Administrative Agent sell participations to one or more banks or other persons in all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); *provided*, *however*, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the participating banks or other persons shall be entitled to the benefit of the cost protection provisions contained in Sections 2.14, 2.16 and 2.20 to the same extent as if

they were Lenders (but, with respect to any particular participant, to no greater extent than the Lender that sold the participation to such participant) and (iv) the Borrower, the Administrative Agent, the Issuing Bank and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, and such Lender shall retain the sole right to enforce the obligations of the Borrower relating to the Loans or L/C Disbursements and to approve any amendment, modification or waiver of any provision of this Agreement (other than amendments, modifications or waivers decreasing any fees payable to such participating bank or person hereunder or the amount of principal of or the rate at which interest is payable on the Loans in which such participating bank or person has an interest, extending any scheduled principal payment date or date fixed for the payment of interest on the Loans in which such participating bank or person has an interest, increasing or extending the Commitments in which such participating bank or person has an interest or releasing any Subsidiary Guarantor (other than pursuant to the terms thereof or in connection with the sale of such Subsidiary Guarantor in a transaction permitted by Section 6.05) or all or substantially all of the Collateral).

(g) Any Lender or participant may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 9.04, disclose to the assignee or participant or proposed assignee or participant any information relating to the Borrower furnished to such Lender by or on behalf of the Borrower; *provided* that, prior to any such disclosure of information designated by the Borrower as confidential, each such assignee or participant or proposed assignee or participant shall execute an agreement whereby such assignee or participant shall agree (subject to customary exceptions) to preserve the confidentiality of such confidential information on terms no less restrictive than those applicable to the Lenders pursuant to Section 9.17.

(h) Any Lender may at any time assign all or any portion of its rights under this Agreement to secure extensions of credit to such Lender or in support of obligations owed by such Lender; *provided* that no such assignment shall release a Lender from any of its obligations hereunder or substitute any such assignee for such Lender as a party hereto.

(i) Notwithstanding anything to the contrary contained herein, any Lender (a " ***Granting Lender***") may grant to a special purpose funding vehicle (an "***SPC***"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement; *provided* that (i) nothing herein shall constitute a commitment by any SPC to make any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall

survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof. In addition, notwithstanding anything to the contrary contained in this Section 9.04, any SPC may (i) with notice to, but without the prior written consent of, the Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions (consented to by the Borrower and Administrative Agent) providing liquidity and/or credit support to or for the account of such SPC to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any investor, potential investor, rating agency, commercial paper dealer, collateral manager, servicer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC.

(j) Neither Parent nor the Borrower shall assign or delegate any of its rights or duties hereunder without the prior written consent of the Administrative Agent, the Issuing Bank and each Lender, and any attempted assignment without such consent shall be null and void.

(k) In the event that any Revolving Credit Lender shall become a Defaulting Lender or S&P, Moody's and Thompson's BankWatch (or InsuranceWatch Ratings Service, in the case of Lenders that are insurance companies (or Best's Insurance Reports, if such insurance company is not rated by Insurance Watch Ratings Service)) shall, after the date that any Lender becomes a Revolving Credit Lender, downgrade the long-term certificate of deposit ratings of such Lender, and the resulting ratings shall be below BBB-, Baa3 and C (or BB, in the case of a Lender that is an insurance company (or B, in the case of an insurance company not rated by InsuranceWatch Ratings Service)) (or, with respect to any Revolving Credit Lender that is not rated by any such ratings service or provider, the Issuing Bank shall have reasonably determined that there has occurred a material adverse change in the financial condition of any such Lender, or a material impairment of the ability of any such Lender to perform its obligations hereunder, as compared to such condition or ability as of the date that any such Lender became a Revolving Credit Lender) then the Issuing Bank shall have the right, but not the obligation, at its own expense, upon notice to such Lender and the Administrative Agent, to replace such Lender with an assignee (in accordance with and subject to the restrictions contained in paragraph (b) above), and such Lender hereby agrees to transfer and assign without recourse (in accordance with and subject to the restrictions contained in paragraph (b) above) all its interests, rights and obligations in respect of its Revolving Credit Commitment to such assignee; *provided*, *however*, that (i) no such assignment shall conflict with any law, rule and regulation or order of any Governmental Authority and (ii) the Issuing Bank or such assignee, as the case may be, shall pay to such Lender in immediately available funds on the date of such assignment the principal of and interest accrued to the date of payment on the Loans made by such Lender hereunder and all other amounts accrued for such Lender's account or owed to it hereunder.

SECTION 9.05. ***Expenses; Indemnity***. (a) The Borrower and Parent agree, jointly and severally, to pay all reasonable out-of-pocket expenses incurred by the Administrative Agent, the Collateral Agent, each Arranger and each Issuing Bank in connection with the syndication of the Credit Facilities and the preparation and administration of this Agreement and the other Loan Documents or in connection with any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions hereby or thereby contemplated shall be consummated) or incurred by the Administrative Agent, the Collateral Agent, any Arranger, any Issuing Bank or any Lender in connection with the enforcement or protection of its rights in connection with this Agreement and the other Loan Documents or in connection with the Loans made or Letters of Credit issued hereunder, including the fees, charges and disbursements of Cravath, Swaine & Moore LLP, counsel for the Administrative Agent and the Collateral Agent, and, in connection with any such enforcement or protection, the fees, charges and disbursements of one counsel in each relevant jurisdiction (and any such additional counsel, if necessary, as a result of actual or potential conflicts of interest) for the Administrative Agent, the Collateral Agent, the Arrangers, the Issuing Banks and the Lenders.

(b) The Borrower and Parent agree, jointly and severally, to indemnify the Administrative Agent, the Collateral Agent, each Lender, each Arranger, each Issuing Bank and each Related Party of any of the foregoing persons (each such person being called an "***Indemnitee***") against, and to hold each Indemnitee harmless from, any and all actual losses, claims, damages, liabilities, penalties and related reasonable out-of-pocket expenses, including reasonable fees, charges and disbursements of one counsel in each relevant jurisdiction (and any such additional counsel, if necessary, as a result of actual or potential conflicts of interest) for all Indemnitees, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement or any other Loan Document or any agreement or instrument contemplated thereby, the performance by the parties thereto of their respective obligations thereunder or the consummation of the Transactions, the Permitted HMA Transaction or any related transaction and the other transactions contemplated thereby (including the syndication of the Credit Facilities), (ii) the use of the proceeds of the Loans or issuance of Letters of Credit, (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto (and regardless of whether such matter is initiated by a third party or by the Borrower, any other Loan Party or any of their respective Affiliates), or (iv) any actual or alleged presence or Release of Hazardous Materials on any property currently or formerly owned or operated by the Borrower or any of the Subsidiaries, or any Environmental Liability related in any way to the Borrower or the Subsidiaries; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities, penalties or related expenses (x) are determined by a court of competent jurisdiction by final judgment to have resulted primarily from (1) the gross negligence, bad faith or willful misconduct of such Indemnitee or (2) a material breach of the obligations under this Agreement of such Indemnitee or any of such Indemnitee's Affiliates or of any of its or their respective officers, directors, employees, agents, advisors or other representatives of the foregoing under this Agreement (as determined by a court of competent jurisdiction in a final and nonappealable decision) or (y) result from

any proceeding (other than a proceeding against a party hereto acting pursuant to this Agreement or in its capacity as such or of any of its Affiliates or its or their respective officers, directors, employees, agents, advisors and other representatives and the successors of each of the foregoing) solely between or among Indemnitees not arising from any act or omission of a Loan Party.

(c) To the extent that Parent and the Borrower fail to pay any amount required to be paid by them to the Administrative Agent, the Collateral Agent, any Arranger or any Issuing Bank under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent, the Collateral Agent, such Arranger or such Issuing Bank, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent, the Collateral Agent, such Arranger or such Issuing Bank in its capacity as such. For purposes hereof, a Lender's "pro rata share" shall be determined based upon its share of the sum of the Aggregate Revolving Credit Exposure, outstanding Term Loans and unused Commitments at the time.

(d) To the extent permitted by applicable law, neither Parent nor the Borrower nor any Indemnitee shall assert, and each hereby waives, any claim against any Indemnitee or Parent and the Borrower and each of their respective Affiliates, as applicable, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) The provisions of this Section 9.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the expiration of the Commitments, the expiration of any Letter of Credit, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent, the Collateral Agent, any Lender, any Arranger or any Issuing Bank. All amounts due under this Section 9.05 shall be payable, within 30 days of written demand therefor with a reasonably detailed summary of the amounts claimed.

SECTION 9.06. ***Right of Setoff***. If an Event of Default shall have occurred and be continuing, each Lender or an Affiliate of such Lender is hereby authorized at any time and from time to time, except to the extent prohibited by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender or an Affiliate of such Lender to or for the credit or the account of the Borrower or Parent against any of and all the obligations of the Borrower or Parent now or hereafter existing under this Agreement and other Loan Documents held by such Lender, *provided* that at such time such obligations are due or payable. The rights of each Lender and Affiliates of such Lender under this Section 9.06 are in addition to other rights and remedies (including other rights of setoff) which such Lender or an Affiliate of such Lender may have.

SECTION 9.07. ***Applicable Law***. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN LETTERS OF CREDIT AND AS EXPRESSLY SET FORTH IN OTHER LOAN DOCUMENTS) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. EACH LETTER OF CREDIT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OR RULES DESIGNATED IN SUCH LETTER OF CREDIT, OR IF NO SUCH LAWS OR RULES ARE DESIGNATED, THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS MOST RECENTLY PUBLISHED AND IN EFFECT, ON THE DATE SUCH LETTER OF CREDIT WAS ISSUED, BY THE INTERNATIONAL CHAMBER OF COMMERCE (THE "UNIFORM CUSTOMS") AND, AS TO MATTERS NOT GOVERNED BY THE UNIFORM CUSTOMS, THE LAWS OF THE STATE OF NEW YORK.

SECTION 9.08. ***Waivers; Amendment***. (a) No failure or delay of the Administrative Agent, the Collateral Agent, any Lender or the Issuing Bank in exercising any power or right hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Collateral Agent, the Issuing Bank and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on the Borrower or Parent in any case shall entitle the Borrower or Parent to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof, may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower, Parent and the Required Lenders; *provided*, *however*, that no such agreement shall (i) decrease the principal amount of, or extend the maturity of or any scheduled principal payment date or date for the payment of any interest on any Loan or any date for reimbursement of an L/C Disbursement, or waive or excuse any such payment or any part thereof, or decrease the rate of interest on any Loan or L/C Disbursement, without the prior written consent of each Lender directly adversely affected thereby, (ii) increase or extend the Commitment or decrease or extend the date for payment of any Fees of any Lender without the prior written consent of such Lender, (iii) amend or modify the pro rata requirements of Section 2.17, the provisions of Section 9.04(j) or the provisions of this Section or release all or substantially all of the value of the Subsidiary Guarantors (other than pursuant to the terms hereof or thereof or in connection with the sale of such Subsidiary Guarantor in a transaction permitted by Section 6.05) or all or substantially all

of the Collateral, without the prior written consent of each Lender, (iv) change the provisions of any Loan Document in a manner that by its terms adversely affects the rights in respect of payments due to Lenders holding Loans of one Class differently from the rights of Lenders holding Loans of any other Class without the prior written consent of Lenders holding a majority in interest of the outstanding Loans and unused Commitments of each adversely affected Class, (v) modify the protections afforded to an SPC pursuant to the provisions of Section 9.04(i) without the written consent of such SPC or (vi) reduce the percentage contained in the definition of the term "Required Lenders" without the prior written consent of each Lender (it being understood that with the consent of the Required Lenders, additional extensions of credit pursuant to this Agreement may be included in the determination of the Required Lenders on substantially the same basis as the Term Loan Commitments and Revolving Credit Commitments on the date hereof); *provided further* that (A) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Collateral Agent or the Issuing Bank hereunder or under any other Loan Document without the prior written consent of the Administrative Agent, the Collateral Agent or the Issuing Bank; (B) the Borrower and the Administrative Agent may amend or supplement this Agreement and any other Loan Documents, without the consent of any Lender, in order to (x) cure ambiguities, omissions, mistakes or defects, (y) cause this Agreement and the other Loan Documents to be consistent with the Guarantee and Collateral Agreement and other similar documents or (z) cause the Guarantee and Collateral Agreement or other document to comply with local Law on the advice of local counsel; and (C) Section 6.11, Section 6.12, Section 6.13 and paragraph (d)(ii) of Article VII may be amended, waived or otherwise modified by the agreement of the Borrower and the Required Covenant Lenders, but shall not be amended, waived or otherwise modified without the approval of the Required Covenant Lenders.

SECTION 9.09. ***Certain Releases of Guarantees and Security Interests*** . (a) Subject to the terms of any Pari Passu Intercreditor Agreement, upon the closing of any Asset Sale consisting of the sale, transfer or other disposition of all of the Equity Interests of any Subsidiary Guarantor permitted pursuant to Section 6.05, (i) the obligations of such Subsidiary Guarantor pursuant to the Guarantee and Collateral Agreement shall automatically be discharged and released without any further action by the Administrative Agent or any Lender, and (ii) the Administrative Agent and the Lenders will, upon the request and at the sole expense of the Borrower, execute and deliver any instrument or other document in a form acceptable to the Administrative Agent which may reasonably be required to evidence such discharge and release, all without representation, recourse or warranty.

(b) Subject to the terms of any Pari Passu Intercreditor Agreement, upon the closing of any Asset Sale consisting of the sale, transfer or other disposition of Equity Interests of any Subsidiary Guarantor or any other Subsidiary of the Borrower permitted pursuant to Section 6.05, (i) the Collateral Agent shall release to the Borrower, without representation, warranty or recourse, express or implied, the pledged Equity Interests of such Subsidiary Guarantor or other Subsidiary, as applicable, held by it, (ii) the Collateral Agent shall release its security interest in all Collateral of such Subsidiary, including any Mortgages,

and (iii) the Collateral Agent will, upon the request and at the sole expense of the Borrower, execute and deliver any instrument or other document in a form acceptable to the Collateral Agent which may reasonably be required to evidence such release.

(c) Subject to the terms of any Pari Passu Intercreditor Agreement, upon consummation by the Borrower or any Subsidiary of a Permitted Interest Transfer or designation of an Unrestricted Subsidiary in accordance with the terms hereof, (i) the Collateral Agent shall release to the Borrower, without representation, warranty or recourse, express or implied, those Equity Interests of the Subsidiary that are the subject of such Permitted Interest Transfer or designation in accordance with clauses (i) and (ii) of Section 9.09(b) and shall release any pledged note theretofore pledged to the extent such note is being discharged in connection with such Permitted Interest Transfer or designation, and (ii) if such Subsidiary whose shares are the subject of such Permitted Interest Transfer or designation is a Subsidiary Guarantor, the obligations of such Subsidiary under its Guarantee shall automatically be discharged and released in accordance with clauses (i) and (ii) of Section 9.09(a) and any Lien granted by such Subsidiary under the Loan Documents shall automatically be discharged and released.

(d) Subject to the terms of any Pari Passu Intercreditor Agreement, the Collateral Agent will, upon the request and at the sole expense of the Borrower, execute and deliver any instrument or other document in a form acceptable to the Collateral Agent which may be reasonably be required to discharge and release, all without representation, recourse or warranty, any Lien on any Collateral granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Commitments and payment in full of the principal and interest on each Loan, all Fees and all other expenses or amounts payable under any Loan Document and cancellation or expiration of all Letters of Credit and reimbursement of all amounts drawn thereunder in full (or other arrangements having been entered into with respect thereto acceptable to the Issuing Bank and the Administrative Agent), (ii) that is sold, transferred or otherwise disposed of or to be sold, transferred or otherwise disposed of as part of or in connection with any sale, transfer or other disposition permitted hereunder to a Person other than the Borrower or any Subsidiary Guarantor, and upon consummation by the Borrower or any Subsidiary of any such sale, transfer or other disposition, any Lien granted by the Borrower or such Subsidiary under the Loan Documents on such Collateral shall automatically be discharged and released, and (iii) the Administrative Agent and the Lenders will, upon the request and at the sole expense of the Borrower, execute and deliver any instrument or other document in a form acceptable to the Administrative Agent which may reasonably be required to evidence such discharge and release, all without representation, recourse or warranty.

(e) Subject to the terms of any Pari Passu Intercreditor Agreement, upon notification by the Borrower to the Collateral Agent that a Subsidiary Guarantor

is a Non-Significant Subsidiary, and would not be required to become a Guarantor in accordance with the terms hereof, the Collateral Agent shall release the obligations of such Subsidiary under its Guarantee and shall release and discharge any Lien granted by such Subsidiary Guarantor under the Loan Documents in accordance with clauses (i) and (ii) of Section 9.09(a).

SECTION 9.10. ***Interest Rate Limitation***. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan or participation in any L/C Disbursement, together with all fees, charges and other amounts which are treated as interest on such Loan or participation in such L/C Disbursement under applicable law (collectively the " ***Charges***"), shall exceed the maximum lawful rate (the "***Maximum Rate***") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan or participation in accordance with applicable law, the rate of interest payable in respect of such Loan or participation hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan or participation but were not payable as a result of the operation of this Section 9.10 shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or participations or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.11. ***Entire Agreement***. This Agreement, the Fee Letter and the other Loan Documents constitute the entire contract between the parties relative to the subject matter hereof. Any other previous agreement among the parties with respect to the subject matter hereof is superseded by this Agreement and the other Loan Documents. Nothing in this Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any person (other than the parties hereto and thereto, their respective successors and assigns permitted hereunder (including any Affiliate of the Issuing Bank that issues any Letter of Credit) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Collateral Agent, the Issuing Bank and the Lenders) any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

SECTION 9.12. ***WAIVER OF JURY TRIAL***. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.12.

SECTION 9.13. ***Severability***. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 9.14. ***[Reserved]***.

SECTION 9.15. ***Headings***. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 9.16. ***Jurisdiction***; ***Consent to Service of Process***. (a) Each of Parent and the Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, the Collateral Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against the Borrower, Parent or their respective properties in the courts of any jurisdiction.

(b) Each of Parent and the Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.17. ***Confidentiality***. Each of the Administrative Agent, the Collateral Agent, the Issuing Bank and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' officers, directors, employees and agents, including accountants, legal counsel, numbering, administration and settlement service providers, and other advisors (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority or quasi-regulatory authority (such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) in connection with the exercise of any remedies hereunder or under the other Loan Documents or any suit, action or proceeding relating to the enforcement of its rights hereunder or thereunder, (e) subject to an agreement containing provisions substantially the same as those of this Section 9.17, to (i) any actual or prospective assignee of or participant in any of its rights or obligations under this Agreement and the other Loan Documents or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower or any Subsidiary or any of their respective obligations, (f) with the consent of the Borrower or (g) to the extent such Information becomes publicly available other than as a result of a breach of this Section 9.17. For the purposes of this Section, " ***Information***" shall mean all information received from the Borrower or Parent and related to the Borrower or Parent or their business, other than any such information that was available to the Administrative Agent, the Collateral Agent, the Issuing Bank or any Lender on a nonconfidential basis prior to its disclosure by the Borrower or Parent; *provided* that any Lender, the Administrative Agent, the Collateral Agent or the Issuing Bank shall give Parent prior notice of any disclosure pursuant to clause (c) to the extent permissible. Any person required to maintain the confidentiality of Information as provided in this Section 9.17 shall be considered to have complied with its obligation to do so if such person has exercised the same degree of care to maintain the confidentiality of such Information as such person would accord its own confidential information.

SECTION 9.18. ***USA PATRIOT Act Notice***. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies Parent and the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies Parent and the Borrower, which information includes the name and address of Parent and the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify Parent and the Borrower in accordance with the USA PATRIOT Act.

SECTION 9.19. ***Effect of Certain Inaccuracies***. In the event that any financial statement or certificate delivered pursuant to Section 5.04(a) or (b) and Section 5.04(c), respectively, is inaccurate within one year after delivery thereof, and such inaccuracy, if corrected, would have led to the application of a higher Applicable Percentage or a higher Commitment Fee for any period (an "***Applicable Period***") than the Applicable Percentage

or Commitment Fee applied for such Applicable Period, then (i) the Borrower shall promptly deliver to the Administrative Agent a corrected financial statement and a corrected compliance certificate for such Applicable Period, (ii) the Applicable Percentage and the Commitment Fee shall be determined based on the corrected compliance certificate for such Applicable Period, and (iii) the Borrower shall promptly pay to the Administrative Agent (for the accounts of the applicable Lenders during the Applicable Period or their successors and assigns) the accrued additional interest or additional Commitment Fees (or both) owing as a result of such increased Applicable Percentage or Commitment Fee for such Applicable Period. This Section 9.19 shall not limit the rights of the Administrative Agent or the Lenders with respect to Section 2.07 or Article VII.

SECTION 9.20. ***Pari Passu Obligations and Other Junior Secured Debt***. (a) Each Lender and each Issuing Bank acknowledges that Pari Passu Debt Obligations and Other Junior Secured Debt may be secured by Liens on the Collateral having the same priority as, or junior priority to, the Liens securing the Obligations and hereby consents thereto.

(b) In connection with the incurrence by the Borrower or any Subsidiary of Pari Passu Debt, Alternative Incremental Facility Indebtedness and/or Other Junior Secured Debt, each Lender and each Issuing Bank (i) acknowledges that, at the request of the Borrower, each of the Administrative Agent and/or the Collateral Agent shall enter into one or more Pari Passu Intercreditor Agreements or Junior Lien Intercreditor Agreements, (ii) authorizes and directs each Agent to execute and deliver any Pari Passu Intercreditor Agreement or Junior Lien Intercreditor Agreement and any documents relating thereto, in each case on behalf of such Lender or Issuing Bank and without any further consent, authorization or other action by such Lender or Issuing Bank, (iii) authorizes and directs each Agent to act as its representative under, and in connection with, any Pari Passu Intercreditor Agreement or Junior Lien Intercreditor Agreement, (iv) acknowledges that any Pari Passu Intercreditor Agreement may contain provisions that permit or require the Liens securing the Obligations and the Pari Passu Debt Obligations to be granted in favor of a single collateral agent trustee, which may not be the Administrative Agent or the Collateral Agent (a "***Shared Collateral Agent***"), (v) acknowledges that any Pari Passu Intercreditor Agreement may provide that the holders of a majority in aggregate principal amount of Obligations and Pari Passu Debt Obligations, voting as a single class, may direct the Shared Collateral Agent with respect to enforcement or the actions concerning the Collateral, and (vi) agrees that, upon the execution and delivery thereof, it will be bound by the provisions of any Pari Passu Intercreditor Agreement or Junior Lien Intercreditor Agreement as if it were a signatory thereto and will take no actions contrary to the provisions thereof. Each Lender and each Issuing Bank further authorizes and directs each Agent to enter into such amendments, supplements or other modifications to any Pari Passu Intercreditor Agreement or Junior Lien Intercreditor Agreement as are reasonably acceptable to the Administrative Agent in order to (A) enable any extension, renewal, refinancing, replacement or additional incurrence of any Loans or any Pari Passu Debt, Alternative Incremental Facility Indebtedness or Other Junior Secured Debt permitted under this Agreement and (B) provide for the Pari Passu Debt Obligations or Other Junior Secured Debt thereunder to

be secured by Liens on the Collateral having, as applicable, the same priority as, or junior priority to, the Liens on the Collateral securing the Obligations, in each case on behalf of such Lender or such Issuing Bank and without any further consent, authorization or other action by such Lender or such Issuing Bank.

(c) Each Lender and each Issuing Bank (i) acknowledges that, at the request of the Borrower, each of the Administrative Agent and the Collateral Agent shall, to the extent required by the terms of (or in order to implement the provisions of) any Pari Passu Intercreditor Agreement, delegate, assign and/or transfer any or all of its rights, duties, remedies, powers or obligations with respect to the Collateral to a Shared Collateral Agent and (ii) hereby consents to any such delegation, assignment or transfer. The exculpatory provisions of Article VIII shall apply to any Shared Collateral Agent and to the Related Parties thereof, and shall apply to their respective activities in connection with the Collateral and with any Pari Passu Intercreditor Agreement or any other Loan Documents.

(d) Each Lender and each Issuing Bank (i) acknowledges that, at the request of the Borrower, each of the Administrative Agent and/or the Collateral Agent shall (A) amend, substitute, supplement or otherwise modify the Guarantee and Collateral Agreement, (B) amend, substitute, replace, supplement or otherwise modify any other Security Document, (C) enter into additional Security Documents and (D) take such further actions as are reasonably incidental to the foregoing, in each case as are reasonably acceptable to the Administrative Agent and the Collateral Agent in order to (1) enable the Borrower or any Subsidiary to incur Pari Passu Debt, Alternative Incremental Facility Indebtedness and/or Other Junior Secured Debt otherwise permitted to be incurred hereunder, (2) provide for any Pari Passu Debt Obligations thereunder to be secured, in accordance with the terms of any Pari Passu Intercreditor Agreement, by Liens on the Collateral having the same priority as, or junior priority to, the Liens on the Collateral securing the Obligations and (3) provide for any Other Junior Secured Debt thereunder to be secured, in accordance with the terms of any Junior Lien Intercreditor Agreement, by Liens on the Collateral having junior priority to the Liens on the Collateral securing the Obligations, (ii) authorizes and directs each Agent to execute and deliver any such amendments, supplements, agreements and other documents, in each case on behalf of such Lender or Issuing Bank and without any further consent, authorization or other action by such Lender or Issuing Bank and (iii) agrees that, upon the execution and delivery thereof, it will be bound by the provisions of such amendments, supplements, agreements and other documents as if it were a signatory thereto and will take no actions contrary to the provisions thereof.

(e) Without limiting the foregoing, no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee of the Obligations, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Agents on behalf of the Secured Parties in accordance with the terms thereof (subject, in the case of the Collateral, to the provisions of any Pari Passu Intercreditor Agreement and any Junior Lien Intercreditor Agreement). In the event of a foreclosure by the Collateral Agent or any Shared Collateral Agent on any of the Collateral pursuant to a public or private sale or other

disposition, any Lender may be the purchaser of any or all of such Collateral at any such sale or other disposition, and such Collateral Agent or Shared Collateral Agent, as agent for and representative of the Secured Parties (but not any Lender or Lenders in its or their respective individual capacities) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by such Collateral Agent or Shared Collateral Agent on behalf of the Secured Parties at such sale or other disposition. Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Guarantees of the Obligations provided under the Loan Documents, to have agreed to the foregoing provisions. The provisions of this paragraph are for the sole benefit of the Lenders and shall not afford any right to, or constitute a defense available to, any Loan Party.

SECTION 9.21. ***No Fiduciary Relationship***. Each of Parent and the Borrower, on behalf of itself and its subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, Parent, the Borrower, the other Subsidiaries and their Affiliates, on the one hand, and the Administrative Agent, the Collateral Agent, the Lenders, the Issuing Banks and their Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the Collateral Agent, the Lenders, the Issuing Banks or their Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications. The Administrative Agent, the Collateral Agent, the Arrangers, the Lenders, the Issuing Banks and their Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of Parent, the Borrower and their Affiliates, and none of the Administrative Agent, the Collateral Agent, the Arrangers, the Lenders, the Issuing Banks and their Affiliates has any obligation to disclose any of such interests to Parent, the Borrower or any of their Affiliates. To the fullest extent permitted by law, each of Parent and the Borrower hereby waives and releases any claims that it or any of its Affiliates may have against the Administrative Agent, the Collateral Agent, the Arrangers, the Lenders, the Issuing Banks and their Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

DISCLOSURE SCHEDULE

to

THIRD AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

July 25, 2007,

as amended and restated as of November 5, 2010, February 2, 2012 and January 27, 2014

among

CHS/COMMUNITY HEALTH SYSTEMS, INC.,

COMMUNITY HEALTH SYSTEMS, INC.,

THE LENDERS PARTY HERETO

and

CREDIT SUISSE AG,
as Administrative Agent and Collateral Agent

CREDIT SUISSE SECURITIES (USA) LLC
as Sole Bookrunner and Sole Lead Arranger

Reference is hereby made to that certain Credit Agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010, February 2, 2012 and January 27, 2014 (the "Agreement"), by and among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the "Borrower"), COMMUNITY HEALTH SYSTEMS INC., a Delaware corporation (the "Parent"), the Lenders (as defined in Article I) and CREDIT SUISSE AG, as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, the "Collateral Agent") for the Lenders. This Disclosure Schedule (this "Disclosure Schedule") has been prepared and delivered in accordance with the Agreement.

References to schedule numbers in the headings of this Disclosure Schedule relate to the corresponding sections of the Agreement. Inclusion of any matter or item in any schedule of this Disclosure Schedule shall be deemed disclosure of such matter or item in another schedule of this Disclosure Schedule if and only if it is readily apparent from the description of such matter or item that it applies to such other schedule. Inclusion of any matter or item in this Disclosure Schedule does not imply that such matter or item would, under the provisions of the Agreement, have to be included in any schedule of this Disclosure Schedule or that such matter or term is otherwise material. In addition, matters disclosed in any section of this Disclosure Schedule are not necessarily limited to matters required by the Agreement to be disclosed in this Disclosure Schedule, and any such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. In no event shall the listing of such agreements or other matters in the Disclosure Schedule be deemed or interpreted to broaden or otherwise amplify the Borrower's representations and warranties or covenants contained in the Agreement.

Terms defined in this Agreement and not otherwise defined in the Disclosure Schedule are used herein as in the Agreement.

## INDEX OF SCHEDULES

**Schedule 1.01 (a)**
**Existing Letters of Credit**

1. Irrevocable Letter of Credit outstanding as of the date hereof under the Existing Credit Agreement.

| LC Number | Beneficiary | Maturity | Gross Amount |
|---|---|---|---|
| **CHS Existing Letters of Credit**: | | | |
| SM413504 | Louisiana Patient's Compensation | 07/20/14 | $125,000.00 |
| SM416221 | City of McCaysville | 03/19/14 | 357,730.00 |
| SM200963 | The Doctors Company | 11/22/14 | 100,000.00 |
| SM201505 | Secretary US Department of Education | 12/31/14 | 183,000.00 |
| SM209374 | Secretary/US Department of Education | 07/27/14 | 486,000.00 |
| SM203959 | Continental Casualty Company | 07/03/14 | 8,000,000.00 |
| SM227363W | Employers Insurance of Wausau | 09/13/14 | 100,000.00 |
| SM227374W | Louisiana Patient Compensation Fund | 08/25/14 | 125,000.00 |
| SM227430W | Department of Health and Human | 10/19/14 | 460,500.00 |
| SM227439W | Arkansas Insurance Department | 12/05/14 | 100,000.00 |
| SM227442W | Matanuska Electric Association | 03/07/14 | 124,000.00 |
| SM227444W | Arkansas Department of Workforce Services | 12/05/14 | 100,000.00 |
| SM227446W | Health Care Indemnity, Inc | 12/31/14 | 2,800,000.00 |
| SM227456W | Texas HCP Holding, L.P. | 03/30/14 | 361,463.94 |
| SM228411W | MPT of Cheraw, LLC; MPT of Bennettsville, LLC and MPT of Hillsboro, LP | 10/29/14 | 4,179,942.00 |
| SM235994W | Constellation NewEnergy | 11/10/14 | 1,720,000.00 |
| IS0003107 | State of Nevada | 09/28/14 | 100,000.00 |
| | | | |
| **HMA Existing Letters of Credit**: | | | |
| IS 0012611 | Powell-Clinch Utilities | 6/12/2014 | 10,000.00 |
| IS0008090 | Florida Power & Light | 12/15/2014 | 1,875,220.00 |
| IS0008098 | BancFirst | 12/15/2014 | 2,500,000.00 |
| IS0008100 | Georgia Power & Light | 12/15/2014 | 200,000.00 |
| IS0008111 | Carolina Power & Light | 12/15/2014 | 100,000.00 |
| IS0008113 | Tullahoma Utilities Board | 12/15/2014 | 188,000.00 |
| IS0008114 | Central Florida Gas Company | 12/15/2014 | 7,650.00 |
| IS0008115 | Noll Drive Assoc LP c/o Property Management | 12/15/2014 | 250,000.00 |
| IS0008135 | Florida Power Corp | 12/15/2014 | 196,895.00 |
| IS0008136 | Entergy MS, Inc. | 12/15/2014 | 7,000.00 |
| IS0008138 | 2125 Noll Drive Assoc. LP c/o Property Management | 12/15/2014 | 250,000.00 |
| IS0008226 | Liberty Mutual Insurance Company | 12/15/2014 | 50,700,000.00 |
| IS0009749 | Carolina Power & Light Company | 2/2/2015 | 15,500.00 |
| IS0012559 | Citizens Gas Utility; District of Scott&MorganCity | 6/11/2014 | 5,000.00 |
| IS0012560 | State Volunteer Mutual Insurance Company | 6/11/2014 | 150,000.00 |
| IS0012561 | Lafollete Utilities Board | 6/12/2014 | 100,000.00 |
| IS0012562 | Appalachian Electric Cooperative | 6/12/2014 | 72,000.00 |
| IS0012570 | Newport Utilities | 10/15/2014 | 74,000.00 |
| IS0012577 | Knoxville Utility Board | 6/12/2014 | 1,300,000.00 |
| IS0012613 | Enterprise FM Trust | 6/12/2014 | 18,000.00 |

| | | | |
|---|---|---|---|
| IS0012617 | LCUB | 6/12/2014 | 100,000.00 |
| IS0013057 | OG&E | 7/2/2014 | 379,660.00 |
| IS0076585U | OG&E | 9/4/2014 | 12,935.00 |
| SM205605W | Withlacoochee River Electric Cooperative | 10/31/2014 | 150,000.00 |
| SM412786 | City Electric System<br>Utility Board of the City of Key West | 5/19/2014 | 97,500.00 |
| S510122 | Pacific Employers Company and Insurance<br>North America and Cigna Insurance Company | 10/1/2014 | 700,000.00 |
| Total (CHS and HMA): | | | $**78,881,995.94** |

All CHS and HMA Existing Letters of Credit are issued by Well Fargo Bank, National Association.

**Schedule 1.01(b)**
**Subsidiary Guarantors**

1. Abilene Hospital, LLC
2. Abilene Merger, LLC
3. Affinity Health Systems, LLC
4. Affinity Hospital, LLC
5. Anna Hospital Corporation
6. Berwick Hospital Company, LLC
7. Big Bend Hospital Corporation
8. Big Spring Hospital Corporation
9. Birmingham Holdings, LLC
10. Birmingham Holdings II, LLC
11. Blue Island Hospital Company, LLC
12. Blue Island Illinois Holdings, LLC
13. Bluefield Holdings, LLC
14. Bluefield Hospital Company, LLC
15. Bluffton Health System LLC
16. Brownsville Hospital Corporation
17. Brownwood Hospital, L.P.
18. Brownwood Medical Center, LLC
19. Bullhead City Hospital Corporation
20. Bullhead City Hospital Investment Corporation
21. Carlsbad Medical Center, LLC
22. Centre Hospital Corporation
23. CHHS Holdings, LLC
24. CHS Kentucky Holdings, LLC
25. CHS Pennsylvania Holdings, LLC
26. CHS Virginia Holdings, LLC
27. CHS Washington Holdings, LLC
28. Clarksville Holdings, LLC
29. Clarksville Holdings II, LLC
30. Cleveland Hospital Corporation
31. Cleveland Tennessee Hospital Company, LLC
32. Clinton Hospital Corporation
33. Coatesville Hospital Corporation
34. College Station Hospital, L.P.
35. College Station Medical Center, LLC
36. College Station Merger, LLC
37. Community GP Corp.
38. Community Health Investment Company, LLC
39. Community LP Corp.
40. CP Hospital GP, LLC
41. CPLP, LLC
42. Crestwood Hospital LP, LLC
43. Crestwood Hospital, LLC
44. CSMC, LLC

45. CSRA Holdings, LLC
46. Deaconess Holdings, LLC
47. Deaconess Hospital Holdings, LLC
48. Deming Hospital Corporation
49. Desert Hospital Holdings, LLC
50. Detar Hospital, LLC
51. DHSC, LLC
52. DHFW Holdings, LLC
53. Dukes Health System, LLC
54. Dyersburg Hospital Corporation
55. Emporia Hospital Corporation
56. Evanston Hospital Corporation
57. Fallbrook Hospital Corporation
58. Foley Hospital Corporation
59. Forrest City Arkansas Hospital Company, LLC
60. Forrest City Hospital Corporation
61. Fort Payne Hospital Corporation
62. Frankfort Health Partner, Inc.
63. Franklin Hospital Corporation
64. Gadsden Regional Medical Center, LLC
65. Galesburg Hospital Corporation
66. Granbury Hospital Corporation
67. Granite City Hospital Corporation
68. Granite City Illinois Hospital Company, LLC
69. Greenville Hospital Corporation
70. GRMC Holdings, LLC
71. Hallmark Healthcare Company, LLC
72. Hobbs Medco, LLC
73. Hospital of Barstow, Inc.
74. Hospital of Fulton, Inc.
75. Hospital of Louisa, Inc.
76. Hospital of Morristown, Inc.
77. Jackson Hospital Corporation (KY)
78. Jackson Hospital Corporation (TN)
79. Jourdanton Hospital Corporation
80. Kay County Hospital Corporation
81. Kay County Oklahoma Hospital Company, LLC
82. Kirksville Hospital Company, LLC
83. Lakeway Hospital Corporation
84. Lancaster Hospital Corporation
85. Las Cruces Medical Center, LLC
86. Lea Regional Hospital, LLC
87. Lexington Hospital Corporation
88. Longview Clinic Operations Company, LLC
89. Longview Medical Center, L.P.
90. Longview Merger, LLC

91. LRH, LLC
92. Lutheran Health Network of Indiana, LLC
93. Marion Hospital Corporation
94. Martin Hospital Corporation
95. Massillon Community Health System LLC
96. Massillon Health System LLC
97. Massillon Holdings, LLC
98. McKenzie Tennessee Hospital Company, LLC
99. McNairy Hospital Corporation
100. MCSA, L.L.C.
101. Medical Center of Brownwood, LLC
102. Merger Legacy Holdings, LLC
103. MMC of Nevada, LLC
104. Moberly Hospital Company, LLC
105. MWMC Holdings, LLC
106. Nanticoke Hospital Company, LLC
107. National Healthcare of Leesville, Inc.
108. National Healthcare of Mt. Vernon, Inc.
109. National Healthcare of Newport, Inc.
110. Navarro Hospital, L.P.
111. Navarro Regional, LLC
112. NC-DSH, LLC
113. Northampton Hospital Company, LLC
114. Northwest Hospital, LLC
115. Northwest Arkansas Hospitals, LLC
116. NOV Holdings, LLC
117. NRH, LLC
118. Oak Hill Hospital Corporation
119. Oro Valley Hospital, LLC
120. Palmer-Wasilla Health System, LLC
121. Payson Hospital Corporation
122. Peckville Hospital Company, LLC
123. Pennsylvania Hospital Company, LLC
124. Phillips Hospital Corporation
125. Phoenixville Hospital Company, LLC
126. Pottstown Hospital Company, LLC
127. QHG Georgia Holdings, Inc.
128. QHG Georgia Holdings II, LLC
129. QHG Georgia, LP
130. QHG of Bluffton Company, LLC
131. QHG of Clinton County, Inc.
132. QHG of Enterprise, Inc.
133. QHG of Forrest County, Inc.
134. QHG of Fort Wayne Company, LLC
135. QHG of Hattiesburg, Inc.
136. QHG of Massillon, Inc.

137. QHG of South Carolina, Inc.
138. QHG of Spartanburg, Inc.
139. QHG of Springdale, Inc.
140. QHG of Warsaw Company, LLC
141. Quorum Health Resources, LLC
142. Red Bud Hospital Corporation
143. Red Bud Illinois Hospital Company, LLC
144. Regional Hospital of Longview, LLC
145. River Region Medical Corporation
146. Roswell Hospital Corporation
147. Ruston Hospital Corporation
148. Ruston Louisiana Hospital Company, LLC
149. SACMC, LLC
150. Salem Hospital Corporation
151. San Angelo Community Medical Center, LLC
152. San Angelo Medical, LLC
153. San Miguel Hospital Corporation
154. Scranton Holdings, LLC
155. Scranton Hospital Company, LLC
156. Scranton Quincy Holdings, LLC
157. Scranton Quincy Hospital Company, LLC
158. Shelbyville Hospital Corporation
159. Siloam Springs Arkansas Hospital Company, LLC
160. Siloam Springs Holdings, LLC
161. Southern Texas Medical Center, LLC
162. Spokane Valley Washington Hospital Company, LLC
163. Spokane Washington Hospital Company, LLC
164. Tennyson Holdings, LLC
165. Tooele Hospital Corporation
166. Tomball Texas Holdings, LLC
167. Tomball Texas Hospital Company, LLC
168. Triad Healthcare Corporation
169. Triad Holdings III, LLC
170. Triad Holdings IV, LLC
171. Triad Holdings V, LLC
172. Triad Nevada Holdings, LLC
173. Triad of Alabama, LLC
174. Triad of Oregon, LLC
175. Triad-ARMC, LLC
176. Triad-El Dorado, Inc.
177. Triad-Navarro Regional Hospital Subsidiary, LLC
178. Tunkhannock Hospital Company, LLC
179. VHC Medical, LLC
180. Vicksburg Healthcare, LLC
181. Victoria Hospital, LLC
182. Victoria of Texas, L.P.

183. Virginia Hospital Company, LLC
184. Warren Ohio Hospital Company, LLC
185. Warren Ohio Rehab Hospital Company, LLC
186. Watsonville Hospital Corporation
187. Waukegan Hospital Corporation
188. Waukegan Illinois Hospital Company, LLC
189. Weatherford Hospital Corporation
190. Weatherford Texas Hospital Company, LLC
191. Webb Hospital Corporation
192. Webb Hospital Holdings, LLC
193. Wesley Health System LLC
194. West Grove Hospital Company, LLC
195. WHMC, LLC
196. Wilkes-Barre Behavioral Hospital Company, LLC
197. Wilkes-Barre Holdings, LLC
198. Wilkes-Barre Hospital Company, LLC
199. Williamston Hospital Corporation
200. Women & Children's Hospital, LLC
201. Woodland Heights Medical Center, LLC
202. Woodward Health System, LLC
203. York Pennsylvania Holdings, LLC
204. York Pennsylvania Hospital Company, LLC
205. Youngstown Ohio Hospital Company, LLC
206. Amory HMA, LLC
207. Bartow HMA, LLC
208. Biloxi H.M.A., LLC
209. Brandon HMA, LLC
210. Brevard HMA Holdings, LLC
211. Brevard HMA Hospitals, LLC
212. Campbell County HMA, LLC
213. Carlisle HMA, LLC
214. Carolinas JV Holdings General, LLC
215. Carolinas JV Holdings, L.P.
216. Central Florida HMA Holdings, LLC
217. Central States HMA Holdings, LLC
218. Chester HMA, LLC
219. Citrus HMA, LLC
220. Clarksdale HMA, LLC
221. Cocke County HMA, LLC
222. Florida HMA Holdings, LLC
223. Fort Smith HMA, LLC
224. Hamlet H.M.A., LLC
225. Health Management Associates, Inc.
226. Health Management Associates, LP
227. Health Management General Partner, LLC
228. HMA Fentress County General Hospital, LLC

229. HMA Hospitals Holdings, LP
230. HMA Santa Rosa Medical Center, LLC
231. Hospital Management Associates, LLC
232. Jackson HMA, LLC
233. Jefferson County HMA, LLC
234. Kennett HMA, LLC
235. Key West HMA, LLC
236. Knoxville HMA Holdings, LLC
237. Lehigh HMA, LLC
238. Lone Star HMA, L.P.
239. Madison HMA, LLC
240. Melbourne HMA, LLC
241. Mesquite HMA General, LLC
242. Metro Knoxville HMA, LLC
243. Mississippi HMA Holdings I, LLC
244. Mississippi HMA Holdings II, LLC
245. Monroe HMA, LLC
246. Naples HMA, LLC
247. Poplar Bluff Regional Medical Center, LLC
248. Port Charlotte HMA, LLC
249. Punta Gorda HMA, LLC
250. River Oaks Hospital, LLC
251. Rockledge HMA, LLC
252. ROH, LLC
253. Sebastian Hospital, LLC
254. Sebring Hospital Management Associates, LLC
255. Southeast HMA Holdings, LLC
256. Southwest Florida HMA Holdings, LLC
257. Statesville HMA, LLC
258. VAN BUREN H.M.A., LLC
259. Venice HMA, LLC
260. Winder HMA, LLC
261. Yakima HMA, LLC

**Schedule 1.01(c)**
**Mortgaged Property**

| Hospital Name/Address (County) | Corporate Owner |
|---|---|
| DeKalb Regional Medical Center<br>200 Medical Center Drive<br>P.O. Box 680778<br>Fort Payne, AL 35968 (Dekalb) | Fort Payne Hospital Corporation (AL) |
| Flowers Hospital<br>4370 West Main Street<br>Dothan, AL 36305 (Houston) | Triad of Alabama, LLC (DE) |
| Gadsden Regional Medical Center<br>1007 Goodyear Avenue<br>Gadsden, AL 35903 (Etowah) | Gadsden Regional Medical Center, LLC (DE) |
| Medical Center Enterprise<br>400 North Edwards St.<br>Enterprise, AL 36330 (Coffee) | QHG of Enterprise, Inc. (AL) |
| Northwest Hospital<br>6200 N. LaCholla Blvd.<br>Tucson, AZ 85755 (Pima) | Northwest Hospital, LLC (DE) |
| Northwest Hospital Oro Valley<br>1551 E. Tangerine Rd.<br>Oro Valley, AZ 85755 (Pima) | Oro Valley Hospital, LLC (DE) |
| Watsonville Community Hospital<br>75 Neilson Street<br>Watsonville, CA 95076 (Santa Cruz) | Watsonville Hospital Corporation (DE) |
| Galesburg Cottage Hospital<br>695 N. Kellogg St.<br>Galesburg, IL 61401 (Knox) | Galesburg Hospital Corporation (IL) |
| Gateway Regional Medical Center<br>2100 Madison Avenue<br>Granite City, IL 62040 (Madison) | Granite City Illinois Hospital Company, LLC (IL) |
| Heartland Regional Medical Center<br>3333 West DeYoung<br>Marion, IL 62959 (Williamson) | Marion Hospital Corporation (IL) |
| Vista Medical Center (includes East and West)<br>1324 N. Sheridan Road<br>Waukegan, IL 60085 (Lake) | Waukegan Illinois Hospital Company, LLC (IL) |
| Bluffton Regional Medical Center<br>303 South Main Street<br>Bluffton, IN 46714 (Wells) | Bluffton Health System LLC (DE) |

| Hospital Name/Address (County) | Corporate Owner |
|---|---|
| Dukes Memorial Hospital<br>275 W. 12th Street<br>Peru, IN 46970 (Miami) | Dukes Health System, LLC (DE) |
| Women and Children's Hospital<br>4200 Nelson Road<br>Lake Charles, LA 70605 (Calcasieu) | Women and Children's Hospital, LLC (DE) |
| River Region Health System<br>2100 Highway 61 North/1111 N.<br>Frontage Road<br>Vicksburg, MS 39183 (Warren) | Vicksburg Healthcare, LLC (DE) |
| Wesley Medical Center<br>5001 Hardy Street<br>Hattiesburg, MS 39402 (Lamar) | Wesley Health System LLC (DE) |
| Moberly Regional Medical Center<br>1515 Union Avenue<br>Moberly, MO 65270 (Randolph) | Moberly Hospital Company, LLC (DE) |
| Mesa View Regional Hospital<br>1299 Bertha Howe Avenue<br>Mesquite, NV 89027 (Clark) | MMC of Nevada, LLC (DE) |
| The Memorial Hospital of Salem County<br>310 Woodstown Road<br>Salem, NJ 08079 (Salem) | Salem Hospital Corporation (NJ) |
| Alta Vista Regional Hospital<br>104 Legion Drive<br>Las Vegas, NM 87701 (San Miguel) | San Miguel Hospital Corporation (NM) |
| Carlsbad Medical Center<br>2430 West Pierce<br>Carlsbad, NM 88220 (Eddy) | Carlsbad Medical Center, LLC (DE) |
| Eastern New Mexico Medical Center<br>405 West Country Club Road<br>Roswell, NM 88201 (Chaves) | Roswell Hospital Corporation (NM) |
| Lea Regional Medical Center<br>5419 N. Lovington Highway<br>Hobbs, NM 88240 (Lea) | Lea Regional Hospital, LLC (DE) |
| MountainView Regional Medical Center<br>4311 East Lohman Avenue<br>Las Cruces, NM 88011 (Dona Ana) | Las Cruces Medical Center, LLC (DE) |
| Affinity Medical Center<br>875 Eighth Street NE<br>Massillon, OH 44646 (Stark) | DHSC, LLC (DE) |

| Hospital Name/Address (County) | Corporate Owner |
|---|---|
| Hillside Rehabilitation Hospital<br>8747 Squires Lane NE<br>Warren, OH 44484 (Trumbull) | Warren Ohio Rehab Hospital Company, LLC (DE) |
| Northside Medical Center<br>500 Gypsy Lane<br>Youngstown, OH 44501 (Trumbull and Mahoning) | Youngstown Ohio Hospital Company, LLC (DE) |
| Trumbull Memorial Hospital<br>1350 East Market Street<br>Warren, OH 44482 (Trumbull) | Warren Ohio Hospital Company, LLC (DE) |
| Ponca City Medical Center<br>1900 North 14th Street<br>Ponca City, OK 74601 (Kay) | Kay County Oklahoma Hospital Company, LLC (OK) |
| Berwick Hospital Center<br>701 East 16th Street<br>Berwick, PA 18603 (Columbia) | Berwick Hospital Company, LLC (DE) |
| Brandywine Hospital<br>201 Reeceville Rd.<br>Coatesville, PA 19320 (Chester) | Coatesville Hospital Corporation (PA) |
| Easton Hospital<br>250 South 21st Street<br>Easton, PA 18042-3892 (Northampton) | Northampton Hospital Company, LLC (DE) |
| Jennersville Regional Hospital<br>1015 West Baltimore Pike<br>West Grove, PA 19390 (Chester) | West Grove Hospital Company, LLC (DE) |
| Lock Haven Hospital<br>24 Cree Drive<br>Lock Haven, PA 17745-2699 (Washington) | Clinton Hospital Corporation (PA) |
| Moses Taylor Hospital<br>700 Quincy Avenue<br>Scranton, PA 18510-1798 (Lackawanna) | Scranton Quincy Hospital Company, LLC (DE) |
| Phoenixville Hospital<br>140 Nutt Road<br>Phoenixville, PA 19460 (Chester) | Phoenixville Hospital Company, LLC (DE) |
| Pottstown Memorial Medical Center<br>1600 East High Street<br>Pottstown, PA 19464 (Montgomery) | Pottstown Hospital Company, LLC (DE) |
| Regional Hospital of Scranton<br>746 Jefferson Avenue<br>Scranton, PA 18510 (Lackawanna) | Scranton Hospital Company, LLC (DE) |

| Hospital Name/Address (County) | Corporate Owner |
|---|---|
| Tyler Memorial Hospital<br>5950 SR6<br>Tunkhannock, PA 18657 (Wyoming) | Tunkhannock Hospital Company, LLC (DE) |
| Wilkes-Barre General Hospital<br>575 North River Street<br>Wilkes-Barre, PA 18764 (Luzerne and Wyoming) | Wilkes-Barre Hospital Company, LLC (DE)<br>Wilkes-Barre Behavioral Hospital Company, LLC (DE) |
| Carolinas Hospital System<br>805 Pamplico Highway<br>Florence, SC 29505 (Florence) | QHG of South Carolina, Inc. (SC) |
| Marion Regional Hospital<br>2829 East Highway 76<br>Mullins, SC 29574 (Marion and Horry) | QHG of South Carolina, Inc. (SC) |
| Springs Memorial Hospital<br>800 W. Meeting Street<br>Lancaster, SC 29720 (Lancaster) | Lancaster Hospital Corporation (DE) |
| Dyersburg Regional Medical Center<br>400 E. Tickle Street<br>Dyersburg, TN 38024 (Dyer) | Dyersburg Hospital Corporation (TN) |
| Lakeway Regional Hospital<br>726 McFarland Street<br>Morristown, TN 37814 (Hamblen) | Hospital of Morristown, Inc. (TN) |
| SkyRidge Medical Center (includes Cleveland)<br>2305 Chambliss Avenue NW<br>Cleveland, TN 37320 (Bradley) | National Healthcare of Cleveland, Inc. (TN) |
| Volunteer Community Hospital<br>161 Mt. Pelia Road<br>Martin, TN 38237 (Weakley) | Martin Hospital Corporation (TN) |
| College Station Medical Center<br>1604 Rock Prairie Rd.<br>College Station, TX 77845 (Brazos) | College Station Hospital, L.P. (DE) |
| DeTar Hospital Navarro<br>506 E. San Antonio Street<br>Victoria, TX 77901 (Victoria) | Victoria of Texas, L.P. (DE) |
| DeTar Hospital North<br>101 Medical Drive<br>Victoria, TX 77904 (Victoria) | Victoria of Texas, L.P. (DE) |
| Scenic Mountain Medical Center<br>1601 West Eleventh Place<br>Big Spring, TX 79720 (Howard) | Big Spring Hospital Corporation (TX) |

| Hospital Name/Address (County) | Corporate Owner |
|---|---|
| South Texas Regional Medical Center<br>1905 Highway 97 E<br>Jourdanton, TX 78026 (Atascosa) | Jourdanton Hospital Corporation (TX) |
| Tomball Regional Medical Center<br>605 Holderrieth Blvd.<br>Tomball, TX 77375 (Harris)[1] | Tomball Texas Hospital Company, LLC (DE) |
| Mountain West Medical Center<br>2055 N. Main St.<br>Tooele, UT 84074-2794 (Tooele) | Tooele Hospital Corporation (UT) |
| Southern Virginia Regional Medical Center<br>727 North Main Street<br>Emporia, VA 23847 (Greensville) | Emporia Hospital Corporation (VA) |
| Southampton Memorial Hospital<br>100 Fairview Drive<br>Franklin, VA 23851 (Southampton) | Franklin Hospital Corporation (VA) |
| Deaconess Medical Center<br>800 West Fifth Avenue<br>Spokane, WA 99204 (Spokane) | Spokane Washington Hospital Company, LLC (DE) |
| Valley Hospital and Medical Center<br>12606 East Mission<br>Spokane Valley, WA 99216 (Spokane) | Spokane Valley Washington Hospital Company (DE) |
| Bluefield Regional Medical Center<br>500 Cherry Street<br>Bluefield, WV 24701 (Mercer) | Bluefield Hospital Company, LLC (DE) |
| MetroSouth Medical Center<br>12935 So. Gregory Street<br>Blue Island, IL 60406 (Cook) | Blue Island Hospital Company, LLC |
| Memorial Hospital [2]<br>325 S. Belmont St.<br>York, PA 17405 (York) | York Pennsylvania Hospital Company, LLC (DE) |
| Mullins Nursing Center<br>518 S. Main Street<br>Mullins, SC 29574 (Marion)[3] | QHG of South Carolina, Inc. (SC) |
| 1605 Loucks Road<br>York, PA 17403 (York) | York Pennsylvania Hospital Company, LLC (DE) |
| Trinity Medical Center<br>800 Montclair Road<br>Birmingham, AL 35213 (Jefferson) | Affinity Hospital, LLC (DE) |

1 Including the property at 13700 Medical Complex Dr., Tomball, TX 77375.

2 Including the properties at 1788-92 Third Ave., York, PA 17403 and 1750 Fifth Ave., York, PA 17403.

3 This property was mortgaged as part of the mortgage on Marion Regional Hospital and is not required to be mortgaged pursuant to the Third Restated Credit Agreement.

| Hospital Name/Address (County) | Corporate Owner |
|---|---|
| Medical Center of South Arkansas<br>700 W. Grove Street El Dorado,<br>AR 71730 (Union) | MCSA, LLC (AR) |
| Western Arizona Regional<br>Medical Center<br>2735 Silver Creek Road<br>Bullhead City, AZ 86442 (Mohave) | Bullhead City Hospital Corporation (AZ) |
| Barstow Community Hospital<br>820 East Mountain View St.<br>Barstow, CA 92311 (San Bernardino) | Hospital of Barstow, Inc. (DE) |
| Longview Regional Medical Center<br>2901 N. Fourth Street<br>Longview, TX 75605 (Gregg) | Longview Medical Center, L.P. (DE) |
| Northwest Medical Center – Springdale<br>609 W. Maple Ave.<br>Springdale, AR 72764 (Washington) | Northwest Arkansas Hospitals, LLC (DE) |
| Willow Creek Women's Hospital<br>4301 Greathouse Springs Rd.<br>Johnson, AR 72741 (Washington) | Northwest Arkansas Hospitals, LLC (DE) |
| Northwest Medical Center - Bentonville<br>3000 Medical Center Pkwy.<br>Bentonville, AR 72712<br>(Benton) | Northwest Arkansas Hospitals, LLC (DE) |
| 13.342 acres<br>Birmingham, AL (Jefferson)[4] | Affinity Hospital, LLC (DE) |

4 As of the Third Restatement Effective Date, this property has not yet been mortgaged.

Real property to be mortgaged pursuant to Section 7(c) of the Third Amendment and Restatement Agreement, within 180 days after the Third Restatement Effective Date (or such later date as the Administrative Agent in its sole discretion may permit):

| Hospital Name/Address (County) | Corporate Owner |
|---|---|
| Gilmore Memorial Regional Medical Center (Wellness Center, Offices)<br>1105 Earl Frye Blvd.<br>Amory, MS 38821 (Monroe) | Amory HMA, LLC (MS) |
| Bartow Regional Medical Center<br>2200 Osprey Blvd.<br>Bartow, FL 33830 (Polk) | Bartow HMA, LLC |
| Carlisle Regional Medical Center<br>361 Alexander Spring Road<br>Carlisle, PA 17015 (Cumberland ) | Carlisle HMA, LLC |
| Newport Medical Center<br>435 Second St.<br>Newport, TN 37821 (Cocke ) | Cocke County HMA, LLC |
| Seven Rivers Regional Medical Center<br>6201 N. Suncoast Blvd.<br>Crystal River, FL 34428 (Citrus) | Citrus HMA, LLC |
| Sparks Health System (Fitness Center, Ambulatory Surgery Center and Cogeneration Building)<br>1001 Towson Ave.<br>Fort Smith, AR 72901 (Sebastian) | Fort Smith HMA, LLC |
| Sandhills Regional Medical Center<br>1000 West Hamlet Ave.<br>Hamlet, NC 28345 (Richmond) | Hamlet H.M.A., LLC |
| Dallas Regional Medical Center<br>1011 North Galloway<br>Mesquite, TX 75149 (Dallas) | Lone Star HMA, L.P. |
| Madison River Oaks Medical Center<br>161 River Oaks Dr.<br>Canton, MS 39046 (Madison) | Madison HMA, LLC |
| Wuesthoff Medical Center - Melbourne<br>250 N. Wickham Rd.<br>Melbourne, FL 32934 (Brevard) | Melbourne HMA, LLC |
| Physicians Regional Medical Center (lands ground leased to third parties improved by MOBs)<br>900 East Oak Hill Ave.<br>Knoxville, TN 37917 (Knox) | Metro Knoxville HMA, LLC |
| Turkey Creek Medical Center (lands ground leased to third parties improved by MOBs)<br>10820 Parkside Dr.<br>Knoxville, TN 37934 (Knox) | Metro Knoxville HMA, LLC |
| North Knoxville Medical Center (Fitness Center, lands ground leased to third party improved by MOB, ancillary buildings)<br>7565 Dannaher Dr.<br>Knoxville, TN 37849 (Knox) | Metro Knoxville HMA, LLC |

| Hospital Name/Address (County) | Corporate Owner |
|---|---|
| Clearview Regional Medical Center & ancillary buildings<br>2151 West Spring St.<br>Monroe, GA 30655 (Monroe) | Monroe HMA, LLC |
| Physicians Regional Medical Center (Pine Ridge)<br>6101 Pine Ridge Rd.<br>Naples, FL 34119 (Collier) | Naples HMA, LLC |
| Physicians Regional Medical Center (Collier Blvd. and MOB)<br>8300 Collier Blvd.<br>Naples, FL 34114 (Collier) | Naples HMA, LLC |
| Poplar Bluff Regional Medical Center<br>3100 Oak Grove Road<br>Poplar Bluff, MO 63901<br>(Butler) | Poplar Bluff Regional Medical Center, LLC |
| Peace River Regional Medical Center (MOBs, Offices)<br>2500 Harbor Blvd.<br>Port Charlotte, FL 33952 (Charlotte) | Port Charlotte HMA, LLC |
| Charlotte Regional Medical Center<br>809 E. Marion Ave<br>Punta Gorda, FL 33950 (Charlotte) | Punta Gorda HMA, LLC |
| Riverside Behavioral Center<br>733 E. Olympia Ave.,<br>Punta Gorda, FL 33950 (Charlotte) | Punta Gorda HMA, LLC |
| River Oaks Hospital<br>1030 River Oaks Dr.<br>Flowood, MS 39232 (Rankin) | River Oaks Hospital, LLC |
| Wuesthoff Medical Center – Rockledge (several office buildings)<br>110 Longwood Ave.<br>Rockledge, FL 32955 (Brevard ) | Rockledge HMA, LLC |
| Woman's Hospital and ancillary buildings<br>1026 N. Flowood Dr.<br>Flowood, MS 39232 (Rankin) | ROH, LLC |
| Sebastian River Medical Center<br>13695 US Highway 1<br>Sebastian, FL 32976 (Indian River) | Sebastian Hospital, LLC |
| Davis Regional Medical Center<br>218 Old Mocksville Rd.<br>Statesville, NC 28625 (Iredell) | Statesville HMA, LLC |
| Venice Regional Medical Center & Parking Garage<br>540 The Rialto<br>Venice, FL 34285 (Sarasota) | Venice HMA, LLC |
| Yakima Regional Medical & Cardiac Center<br>110 S. 9th Ave.<br>Yakima, WA 98902 (Yakima) | Yakima HMA, LLC |

**Schedule 1.01(d)**
**Hospitals**

**Abilene, Texas**
Abilene Regional Medical Center
6250 Highway 83/84
Abilene, TX 79606
(Taylor)
ARMC, L.P.(DE)

**Massillon, Ohio**
Affinity Medical Center
875 Eighth Street, N.E.
(P.O. Box 805)
Massillon, OH 44648
(Stark)
DHSC, LLC (DE)

**Las Vegas, New Mexico**
Alta Vista Regional Hospital
104 Legion Drive
Las Vegas, NM 87701
(San Miguel)
San Miguel Hospital Corporation (NM)

**Barstow, California**
Barstow Community Hospital
555 South 7th Street
Barstow, CA 92311
(San Bernadino)
Hospital of Barstow, Inc. (DE)

**Berwick, Pennsylvania**
Berwick Hospital Center
701 East 16th Street
Berwick, PA 18603
(Columbia)
Berwick Hospital Company, LLC (DE)

**Alpine, Texas**
Big Bend Regional Medical Center
2600 Highway 118 North
Alpine, TX 79830
(Brewster)
Big Bend Hospital Corporation (TX)

**Bluefield, West Virginia**
Bluefield Regional Medical Center
500 Cherry St.
Bluefield, WV 24701
(Mercer)
Bluefield Hospital Company, LLC (DE)

**Bluffton, Indiana**
Bluffton Regional Medical Center
303 S. Main Street
Bluffton, IN 46714
(Wells)
Bluffton Health System LLC (DE)

**Coatesville, Pennsylvania**
Brandywine Hospital
201 Reeceville Rd.
Coatesville, PA 19320
(Chester)
Coatesville Hospital Corporation (PA)

**Brownwood, Texas**
Brownwood Regional Medical Center
1501 Burnet Drive
(P.O. Box 760 / zip 76804)
Brownwood, TX 76801
(Brown)
Brownwood Hospital L.P. (DE)

**Leesville, Louisiana**
Byrd Regional Hospital
1020 Fertitta Blvd.
Leesville, LA 71446
(Vernon Parish)
National Healthcare of Leesville, Inc. (DE)

**Carlsbad, New Mexico**
Carlsbad Medical Center
2430 W. Pierce
Carlsbad, NM 88220
(Eddy)
Carlsbad Medical Center, LLC (DE)

**Florence, South Carolina**
Carolinas Hospital System
805 Pamplico Hwy
Florence, SC 29505
(Florence)
QHG of South Carolina, Inc (SC)

**Cedar Park, Texas**
Cedar Park Regional Medical Center
1401 Medical Parkway
Cedar Park, TX 78613
(Williamson)
Cedar Park Health System, L.P. (DE)

**Centre, Alabama**
Cherokee Medical Center
400 Northwood Drive
Centre, AL 35960
(Centre)
Centre Hospital Corporation (AL)

**Cheraw, South Carolina**
Chesterfield General Hospital
Highway 9 West (P.O. Box 151)
Cheraw, SC 29520
(Chesterfield)
Chesterfield/Marlboro, L.P. (DE)

**Philadelphia, Pennsylvania**
Chestnut Hill Hospital
8835 Germantown Avenue
Philadelphia, PA 19118
(Montgomery)
CHHS Hospital Company, LLC (DE)

**College Station, Texas**
College Station Medical Center
(P.O. Box 10000 / zip 77842)
College Station, TX 77845
(Brazos)
College Station Hospital, LP (DE)

**Huntsville, Alabama**
Crestwood Medical Center
One Hospital Drive SW
Huntsville, AL 35801
(Madison)
Crestwood Healthcare, L.P. (DE)

**Mt. Vernon, Illinois**
Crossroads Community Hospital
#8 Doctor's Park Road
Mt. Vernon, IL 62864
(Jefferson)
National Healthcare of Mt. Vernon, Inc. (DE)

**Oklahoma City, Oklahoma**
Deaconess Hospital
5501 N. Portland Avenue
Oklahoma City, OK 73112-2099
(Oklahoma)
Deaconess Health System, LLC (DE)

**Spokane, Washington**
Deaconess Hospital
800 W. 5th Avenue
Spokane, WA 99204
(Spokane)
Spokane Washington Hospital Company, LLC (DE)

**Fort Payne, Alabama**
DeKalb Regional Medical Center
200 Medical Center Drive
P. O. Box 680778
Fort Payne, AL 35968
(DeKalb)
Fort Payne Hospital Corporation (AL)

**Victoria, Texas**
DeTar Hospital North
101 Medical Drive
Victoria, TX 77904
(Victoria)
Victoria of Texas, L.P. (DE)

**Victoria, Texas**
DeTar Hospital Navarro
506 E. San Antonio Street
Victoria, TX 77901
(Victoria)
Victoria of Texas, L.P. (DE)

**Peru, Indiana**
Dukes Memorial Hospital
275 West 12th Street
Peru, IN 46970-1698
(Miami)
Dukes Health System, LLC (DE)

**Fort Wayne, Indiana**
Dupont Hospital
2520 E. Dupont Road
Fort Wayne, IN 46825
(Allen)
Dupont Hospital, LLC (DE)

**Dyersburg, Tennessee**
Dyersburg Regional Medical Center
400 Tickle Street
Dyersburg, TN 38024
(Dyer)
Dyersburg Hospital Corporation (TN)

**Roswell, New Mexico**
Eastern New Mexico Medical Center
405 West Country Club Road
Roswell, NM 88201
(Chaves)
Roswell Hospital Corporation (NM)

**Easton, Pennsylvania**
Easton Hospital
250 South 21st Street
Easton, PA 18042-3892
(Northampton)
Northampton Hospital Company, LLC (DE)

**Evanston, Wyoming**
Evanston Regional Hospital
190 Arrowhead Drive
Evanston, WY 82930
(Uinta)
Evanston Hospital Corporation (WY)

**Fallbrook, California**
Fallbrook Hospital
624 East Elder
Fallbrook, CA 92028
(San Diego)
Fallbrook Hospital Corporation (DE)

**Blue Ridge, Georgia**
Fannin Regional Hospital
2855 Old Highway 5, North
Blue Ridge, GA 30513
(Fannin)
Blue Ridge Georgia Hospital Company, LLC (DE)

**Dothan, Alabama**
Flowers Hospital
4370 West Main Street
Dothan, AL 36305
(Houston)
Triad of Alabama, LLC (DE)

**Forrest City, Arkansas**
Forrest City Medical Center
1601 Newcastle Road
Forrest City, AR 72336
(Saint Francis)
Forrest City Arkansas Hospital Company, LLC (AR)

**Gadsden, Alabama**
Gadsden Regional Medical Center
1007 Goodyear Avenue
Gadsden, AL 35903
(Etowah)
Gadsden Regional Medical Center, LLC (DE)

**Galesburg, Illinois**
Galesburg Cottage Hospital
695 N. Kellogg St.
Galesburg, IL 61401
(Knox)
Galesburg Hospital Corporation (IL)

**Clarksville, Tennessee**
Gateway Medical Center
651 Dunlop Lane
PO Box 31629
Clarksville, TN 37040
(Montgomery)
Clarksville Health System, G.P. (DE)

**Granite City, Illinois**
Gateway Regional Medical Center
2100 Madison Avenue
Granite City, IL 62040
(Madison)
Granite City Illinois Hospital Company, LLC (IL)

**Ronceverte, West Virginia**
Greenbrier Valley Medical Center
202 Maplewood Avenue
(P.O. Box 497)
Ronceverte, WV 24970
(Greenbrier)
Greenbrier VMC, LLC (DE)

**Newport, Arkansas**
Harris Hospital
1205 McLain
Newport, AR 72112
(Jackson)
National Healthcare of Newport, Inc. (DE)

**Brownsville, Tennessee**
Haywood Park Community Hospital
2545 N. Washington Ave.
Brownsville, TN 38012
(Haywood)
Brownsville Hospital Corporation (TN)

**Marion, Illinois**
Heartland Regional Medical Center
3333 West DeYoung
Marion, IL 62959
(Williamson)
Marion Hospital Corporation (IL)

**Helena, Arkansas**
Helena Regional Medical Center
1801 Martin Luther King Drive / PO Box 788
Helena, AR 72342
(Phillips)
Phillips Hospital Corporation (AR)

**Lexington, Tennessee**
Henderson County Community Hospital
200 West Church St.
Lexington, TN 38351
(Henderson)
Lexington Hospital Corporation (TN)

**Shelbyville, Tennessee**
Heritage Medical Center
2835 Hwy. 23IN
Shelbyville, TN 37160
(Bedford)
Shelbyville Hospital Corporation (TN)

**Hillsboro, Texas**
Hill Regional Hospital
101 Circle Drive
Hillsboro, TX 76645
(Hill)
NHCI of Hillsboro, Inc. (TX)

**West Grove, Pennsylvania**
Jennersville Regional Hospital
1015 West Baltimore Pike
West Grove, PA. 19390
(Chester)
West Grove Hospital Company, LLC (DE)

**Jackson, Kentucky**
Kentucky River Medical Center
540 Jetts Drive
Jackson, KY 41339
Breathitt)
Jackson Hospital Corporation (KY)

**Warsaw, Indiana**
Kosciusko Community Hospital
2101 East DuBois Drive
Warsaw, IN 46580
(Kosciusko)
Warsaw Health System, LLC (DE)

**Greenville, Alabama**
L.V. Stabler Memorial Hospital
29 L.V. Stabler Drive
Greenville, AL 36037
(Butler)
Greenville Hospital Corporation (AL)

**Granbury, Texas**
Lake Granbury Medical Center
1310 Paluxy Road
Granbury, TX 76048
(Hood)
Granbury Hospital Corporation (TX)

**Lake Wales, Florida**
Lake Wales Medical Center
410 South 11th Street
Lake Wales, FL 33853
(Polk)
Lake Wales Hospital Corporation (FL)

**Morristown, Tennessee**
Lakeway Regional Hospital
726 McFarland Street
Morristown, TN 37814
(Hamblen)
Hospital of Morristown, Inc. (TN)

**Laredo, Texas**
Laredo Medical Center
1700 East Saunders
Laredo, TX 78041
(Webb)
Laredo Texas Hospital Company, L.P. (TX)

**Hobbs, New Mexico**
Lea Regional Medical Center
5419 N. Lovington Hwy
(P.O. Box 3000)
Hobbs, NM 88240
(Lea)
Lea Regional Hospital, LLC (DE)

**Lock Haven, Pennsylvania**
Lock Haven Hospital
24 Cree Drive
Lock Haven, PA 17745-2699
(Washington)
Clinton Hospital Corporation (PA)

**Longview, Texas**
Longview Regional Medical Center
2901 N. Fourth Street
(P.O. Box 14000 / zip 75607)
Longview, TX 75605
(Gregg)
Longview Medical Center, L.P. (DE)

**Fort Wayne, Indiana**
Lutheran Hospital
7950 W. Jefferson Blvd.
Fort Wayne, IN 46804
(Allen)
IOM Health System, L.P. (IN)

**McKenzie, Tennessee**
McKenzie Regional Hospital
161 Hospital Dr.
McKenzie, TN 38201
(Carroll)
McKenzie Tennessee Hospital Company, LLC (DE)

**Springfield, Oregon**
McKenzie-Willamette Medical Center
1460 G Street
Springfield, OR 97477
(Lane)
McKenzie-Willamette Regional Medical
Center Associates, LLC (DE)

**Selmer, Tennessee**
McNairy Regional Hospital
705 Poplar Ave.
Selmer, TN 38375
(McNairy)
McNairy Hospital Corporation (TN)

**Mullins, SC**
Marion Regional Hospital
2829 East Hwy 76
Mullins, SC 29574
(Marion)
QHG of South Carolina, Inc (SC)

**Bennettsville, South Carolina**
Marlboro Park Hospital
1138 Cheraw Hwy (P.O. Box 738)
Bennettsville, SC 29512
(Marlboro)
Chesterfield/Marlboro, L.P. (DE)

**Williamston, North Carolina**
Martin General Hospital
310 S. McCaskey Road
Williamston, NC 27892
(Martin)
Williamston Hospital Corporation (NC)

**Spartanburg, South Carolina**
Mary Black Health System
1700 Skylyn Drive
Spartanburg, SC 29307
(Spartanburg)
Mary Black Health System, LLC (DE)

**Palmer, Alaska**
Mat-Su Regional Medical Center
2500 S. Woodworth Loop (P.O. Box 1687)
Palmer, AK 99645
(Matanuska-Susitna Borough)
Mat-Su Valley Medical Center, LLC (AK)

**Enterprise, Alabama**
Medical Center Enterprise
400 North Edwards Street
Enterprise, AL 36330
(Coffee)
QHG of Enterprise, Inc. (AL)

**El Dorado, Arkansas**
Medical Center of South Arkansas
700 W. Grove Street
El Dorado, AR 71730
(Union)
MCSA, LLC (AR)

**Salem, New Jersey**
The Memorial Hospital of Salem County
310 Woodstown Road
Salem, NJ 08079
(Salem)
Salem Hospital Corporation (NJ)

**Mesquite, Nevada**
Mesa View Regional Hospital
1299 Bertha Howe Avenue
(P.O. Box 3540 / zip 89024-3540)
Mesquite, NV 89027
(Clark)
MMC of Nevada, LLC (DE)

**Peckville, Pennsylvania**
Mid-Valley Hospital
1400 Main Street
Peckville, PA 18542
(Lackawanna)
Peckville Hospital Company, LLC (De)

**Deming, New Mexico**
Mimbres Memorial Hospital
900 W. Ash Street
Deming, NM 88030
(Luna)
Deming Hospital Corporation (NM)

**Moberly, Missouri**
Moberly Regional Medical Center
1515 Union Avenue
Moberly, MO 65270
(Randolph)
Moberly Hospital Company, LLC (DE)

**Scranton, Pennsylvania**
Moses Taylor Hospital
700 Quincy Avenue
Scranton, PA 18510
(Lackawanna)
Scranton Quincy Hospital Company, LLC (DE)

**Tooele, Utah**
Mountain West Medical Center
2055 N. Main
Tooele, UT 84074-2794
(Tooele)
Tooele Hospital Corporation (UT)

**Las Cruces, New Mexico**
MountainView Regional Medical Center
4311 East Lohman Avenue
Las Cruces, NM 88011
(Dona Ana)
Las Cruces Medical Center, LLC (DE)

**Corsicana, Texas**
Navarro Regional Hospital
3201 W. Highway 22
Corsicana, TX 75110
(Navarro)
Navarro Hospital, L.P. (DE)

**Crestview, Florida**
North Okaloosa Medical Center
151 Redstone Avenue, S.E.
Crestview, FL 32539-6026
(Okaloosa)
Crestview Hospital Corporation (FL)

**Kirksville, Missouri**
Northeast Regional Medical Center
315 S. Osteopathy
Kirksville, MO 63501
(Adair)
Kirksville Missouri Hospital Company, LLC (MO)

**Ruston, Louisiana**
Northern Louisiana Medical Center
401 East Vaughn Avenue
Ruston, LA 71270
(Lincoln Parish)
Ruston Louisiana Hospital Company, LLC (DE)

**Youngstown, Ohio**
Northside Medical Center
500 Gypsy Lane
Youngstown, OH
(Mahoning)
Youngstown Ohio Hospital Company, LLC (DE)

**Tucson, Arizona**
Northwest Medical Center
6200 N. LaCholla Blvd.
Tucson, AZ 85741
(Pima)
Northwest Hospital, LLC (DE)

**Bentonville, Arkansas**
Northwest Medical Center - Bentonville
3000 Medical Center Pkwy.
Bentonville, AR 72712
(Benton)
Northwest Arkansas Hospitals, LLC (DE)

**Springdale, Arkansas**
Northwest Medical Center - Springdale
609 W. Maple
Springdale, AR 72764
(Washington and Benton)
Northwest Arkansas Hospitals, LLC (DE)

**Oro Valley, Arizona**
Oro Valley Hospital
1551 E. Tangerine Road
Oro Valley, AZ 85755
(Pima)
Oro Valley Hospital, LLC (DE)

**Fort Wayne, IN**
The Orthopedic Hospital of Lutheran Health Network
700 Broadway
Fort Wayne, IN 46802
(Allen)
Lutheran Musculoskeletal Center, LLC (DE)

**Fulton, Kentucky**
Parkway Regional Hospital
2000 Holiday Lane (P.O. Box 866)
Fulton, KY 42041
(Fulton)
Hospital of Fulton, Inc. (KY)

**Payson, Arizona**
Payson Regional Medical Center
807 South Ponderosa
Payson, AZ 85541
(Gila)
Payson Hospital Corporation (AZ)

**Phoenixville, Pennsylvania**
Phoenixville Hospital
140 Nutt Road
Phoenixville, PA 19460
(Chester)
Phoenixville Hospital Company, LLC (DE)

**Oak Hill, West Virginia**
Plateau Medical Center
430 Main Street
Oak Hill, WV 25901
(Fayette)
Oak Hill Hospital Corporation (WV)

**Ponca City, Oklahoma**
Ponca City Medical Center
1900 North 14th Street
Ponca City, OK 74601
(Kay and Osage)
Kay County Oklahoma Hospital Company, LLC (OK)

**Valparaiso, Indiana**
Porter Hospital
814 LaPorte Avenue
Valparaiso, IN 46383
(Porter)
Porter Hospital, LLC (DE)

**Pottstown, Pennsylvania**
Pottstown Memorial Medical Center
1600 East High Street
Pottstown, PA 19464
(Montgomery)
Pottstown Hospital Company, LLC (DE)

**Red Bud, Illinois**
Red Bud Regional Hospital
325 Spring Street
Red Bud, IL 62278
(Randolph)
Red Bud Illinois Hospital Company, LLC (IL)

**Jackson, Tennessee**
Regional Hospital of Jackson
367 Hospital Blvd.
Jackson, TN 38305
(Madison)
Jackson, Tennessee Hospital Company, LLC (TN)

**Scranton, Pennsylvania**
Regional Hospital of Scranton
746 Jefferson Ave.
Scranton, PA 18510
(Lackawanna)
Scranton Hospital Company, LLC (DE)

**Vicksburg, Mississippi**
River Region Health System
2100 Highway 61 North
Vicksburg, MS 39183
(Warren)
Vicksburg Healthcare, LLC (DE)

**San Angelo, Texas**
San Angelo Community Medical Center
3501 Knickerbocker Road
San Angelo, TX 76904
(Tom Green)
San Angelo Hospital, L.P. (DE)

**Big Spring, Texas**
Scenic Mountain Medical Center
1601 West Eleventh Place
Big Spring, TX 79720
(Howard)
Big Spring Hospital Corporation (TX)

**Siloam Springs, AR**
Siloam Springs Memorial Hospital
205 E. Jefferson Street
Siloam Springs, AR 72761
(Benton)
Siloam Springs Arkansas Hospital Company, LLC (DE)

**Cleveland, Tennessee**
SkyRidge Medical Center
2305 Chambliss Avenue
Cleveland, TN 37311
(Bradley)
Cleveland Tennessee Hospital Company, LLC (DE)

**Foley, Alabama**
South Baldwin Regional Medical Center
1613 North McKenzie Street
Foley, AL 36535
(Baldwin)
Foley Hospital Corporation (AL)

**Jourdanton, Texas**
South Texas Regional Medical Center
1905 Highway 97 E
Jourdanton, TX 78026
(Atascosa)
Jourdanton Hospital Corporation (TX)

**Franklin, Virginia**
Southampton Memorial Hospital
100 Fairview Drive
Franklin, VA 23851
(Franklin)
Franklin Hospital Corporation (VA)

**Emporia, Virginia**
Southern Virginia Regional Medical Center
727 North Main Street
Emporia, VA 23847
(Emporia)
Emporia Hospital Corporation (VA)

**Petersburg, Virginia**
Southside Regional Medical Center
200 Medical Park Blvd.
Petersburg, VA 23805
(Petersburg)
Petersburg Hospital Company, LLC (VA)

**Nanticoke, Pennsylvania**
Special Care Hospital
128 W. Washington Street
Nanticoke, PA 18634
(Luzerne)
Nanticoke Hospital Company, LLC (DE)

**Lancaster, South Carolina**
Springs Memorial Hospital
800 W. Meeting Street
Lancaster, SC 29720
(Lancaster)
Lancaster Hospital Corporation (DE)

**Fort Wayne, Indiana**
St. Joseph Hospital
700 Broadway
Fort Wayne, IN 46802
(Allen)
St. Joseph Health System, LLC (DE)

**Sunbury, Pennsylvania**
Sunbury Community Hospital
350 N. Eleventh Street (P. O. Box 737)
Sunbury, PA 17801
(Northumberland)
Sunbury Hospital Company, LLC (DE)

**Louisa, Kentucky**
Three Rivers Medical Center
2483 Highway 644 (P.O. Box 769)
Louisa, KY 41230
(Lawrence)
Hospital of Louisa, Inc. (KY)

**Tomball, Texas**
Tomball Regional Medical Center
605 Holderrieth
Tomball, TX 77375
(Harris)
Tomball Texas Hospital Company, LLC (DE)

**Augusta, Georgia**
Trinity Hospital of Augusta
2260 Wrightsboro Road
Augusta, GA 30904
(Richmond)
Augusta Hospital, LLC (DE)

**Birmingham, Alabama**
Trinity Medical Center
800 Montclair Road
Birmingham, AL 35213
(Jefferson)
Affinity Hospital, LLC (DE)

**Warren, Ohio**
Trumbull Memorial Hospital
1350 E. Market St.
Warren, OH
(Trumbull)
Warren Ohio Hospital Company, LLC (DE)

**Tunkhannock, Pennsylvania**
Tyler Memorial Hospital
880 SR 6 West
Tunkhannock, PA 18657
(Wyoming)
Tunkhannock Hospital Company, LLC (DE)

**Anna, Illinois**
Union County Hospital
517 North Main
Anna, IL 62906
(Union)
Anna Hospital Corporation (IL)

**Spokane Valley, Washington**
Valley Hospital
12606 East Mission Avenue
Spokane Valley, WA 99216
(Spokane)
Spokane Valley Washington Hospital Company, LLC (DE)

**Waukegan, Illinois**
Vista Medical Center
1324 N. Sheridan Road
Waukegan, IL 60085
(Lake County)
Waukegan Illinois Hospital Company, LLC (IL)

**Martin, Tennessee**
Volunteer Community Hospital
161 Mt. Pelia Road
Martin, TN 38237
(Weakley)
Martin Hospital Corporation (TN)

**Watsonville, California**
Watsonville Community Hospital
75 Nielson Street
Watsonville, CA 95076
(Santa Cruz)
Watsonville Hospital Corporation (DE)

**Weatherford, Texas**
Weatherford Regional Medical Center
713 E. Anderson Street
Weatherford, TX 76086
(Parker)
Weatherford Texas Hospital Company, LLC (TX)

**Hattiesburg, Mississippi**
Wesley Medical Center
5001 Hardy Street
Hattiesburg, MS 39402
(Forrest)
Wesley Health System LLC (DE)

**Bullhead City, Arizona**
Western Arizona Regional Medical Center
2735 Silver Creek Road
Bullhead City, AZ 86442
(Mohave)
Bullhead City Hospital Corporation (AZ)

**Johnson, Arkansas**
Willow Creek Women's Hospital
4301 Greathouse Springs Rd.
(P.O. Box 544)
Johnson, AR 72741
(Washington)
Northwest Arkansas Hospitals, LLC (DE)

**Wilkes - Barre, Pennsylvania**
Wilkes-Barre General Hospital
575 North River Street
Wilkes-Barre, PA 18764-0001
(Luzerne)
Wilkes-Barre Hospital Company, LLC (DE)

**Lake Charles, Louisiana**
Women & Children's Hospital
4200 Nelson Road
Lake Charles, LA 70605
(Calcasieu)
Women & Children's Hospital, LLC (DE)

**Lufkin, Texas**
Woodland Heights Medical Center
505 S. John Redditt Drive
(P.O. Box 150610 / zip 75915)
Lufkin, TX 75904
(Angelina)
Piney Woods Healthcare System, L.P. (DE)

**Woodward, Oklahoma**
Woodward Regional Hospital
900 17th Street
Woodward, OK 73801
(Woodward)
Woodward Health System, LLC (DE)

**Blue Island, Illinois**
MetroSouth Medical Center
12935 Gregory Street
Blue Island, IL 60406
(Cook)
Blue Island Hospital Company, LLC (DE)

**York, Pennsylvania**
Memorial Hospital
325 S. Belmont St
York, PA 17405
(York)
York Pennsylvania Hospital Company, LLC (DE)

**Amory, Mississippi**
Gilmore Memorial Reg Medical Center
1105 Earl Frye Blvd
Amory, MS 38821
(Monroe)
Amory HMA, LLC

**Anniston, Alabama**
Stringfellow Memorial Hospital
301 East 18th Street
Anniston, AL 36207
(Calhoun)
Anniston HMA, LLC

**Bartow, Florida**
Bartow Regional Medical Center
2200 Osprey Boulevard
PO Box 1050
Bartow, FL 33831
(Polk)
Bartow HMA, LLC

**Batesville, Mississippi**
Tri Lakes Medical Center
303 Medical Center Drive
Batesville, MS 38606
(Panola)
Alliance Health Partners, LLC

**Biloxi, Mississippi**
Biloxi Regional Medical Center
150 Reynoir Street
Biloxi, MS 39530
(Harrison)
Biloxi HMA, LLC

**Blackwell, Oklahoma**
INTEGRIS Blackwell Regional Hospital
710 South 13th Street
Blackwell, OK 74631
(Kay)
Blackwell HMA, LLC

**Brandon, Mississippi**
Crossgates River Oaks Hospital
350 Crossgates Boulevard
Brandon, MS 39042
(Rankin)
Brandon HMA, LLC

**Brooksville, Florida**
Brooksville Regional Hospital
17240 Cortez Blvd.
Brooksville, FL 34601
(Hernando)
Hernando HMA, LLC

**Canton, Mississippi**
Madison River Oaks Medical Center
161 River Oaks Drive
PO Box 1607 (zip 39046-1607)
Canton, MS 39046
(Madison)
Madison HMA, LLC

**Carlisle, Pennsylvania**
Carlisle Regional Medical Center
361 Alexander Spring Rd.
Carlisle, PA 17015
(Cumberland)
Carlisle HMA, LLC

**Chester, South Carolina**
Chester Regional Medical Center
One Medical Park Drive
Chester, SC 29706
(Chester)
Chester HMA, LLC

**Clarksdale, Mississippi**
Northwest Mississippi Regional Medical Center
1970 Hospital Drive
Clarksdale, MS 38614
(Clarksdale)
Clarksdale HMA, LLC

**Clinton,, Oklahoma**
INTEGRIS Clinton Regional Hospital
100 North 30th Street
Clinton, OK 73601
(Custer)
Clinton HMA, LLC

**Crystal River, Florida**
Seven Rivers Regional Medical Center
6201 N. Suncoast Blvd.
Crystal River, FL 34428-671
(Citrus)
Citrus HMA, LLC

**Dale City, Florida**
Pasco Regional Medical Center
13100 Fort King Road
Dade City, FL 33525-5294
(Prince William)
Pasco Regional Medical Center, LLC

**Dallas, Texas**
Dallas Regional Medical Center
1011 North Galloway
Mesquite, TX 75149
(Dallas)
Lone Star HMA, LP

**Durant, Oklahoma**
Medical Center of SE Oklahoma
1800 University Boulevard
Durant, OK 74701
(Bryan)
Durant HMA, LLC

**Flowood, Mississippi**
River Oaks Hospital
1030 River Oaks Drive
Flowood, MS 39232
(Rankin)
River Oaks Hospital, LLC

**Flowood, Mississippi**
Woman's Hospital
1026 N. Flowood Drive
PO Box 4546 (Jackson, MS 39296-4546)
Flowood, MS 39232
(Rankin)
ROH, LLC

**Fort Smith, Arizona**
Sparks Health System
PO Box 2406 (1001 Towson Ave.)
Fort Smith, AR 72902
(Sebastian)
Fort Smith HMA, LLC

**Gadsden, Alabama**
Riverview Regional Medical Center
600 South 3rd Street
PO Box 268 (zip 35999)
Gadsden, AL 35901
(Etowah)
Riverview Regional Medical Center, LLC

**Haines City, Florida**
Heart of Florida Regional Medical Center
40100 US Highway 27
Davenport, FL 33837-5906
(Polk)
Haines City HMA, LLC

**Hamlet, North Carolina**
Sandhills Regional Medical Center
1000 West Hamlet Avenue
Hamlet, NC 28345
(Richmond)
Hamlet HMA, LLC

**Harstville, South Carolina**
Carolina Pines Regional Medical Center
1304 W. Bobo Newsom Hwy
Hartsville, SC 29550
(Darlington)
Hartsville HMA, LLC

**Jackson, Mississippi**
Central Mississippi Medical Center
1850 Chadwick Drive
Jackson, MS 39204
(Jackso)
Jackson HMA, LLC

**Jamestown, Tennessee**
Jamestown Regional Medical Center
436 Central Avenue West
Jamestown, TN 38556
(Fentress)
HMA Fentress County General Hospital, LLC

**Jefferson City, Tennessee**
Jefferson Memorial Hospital
110 Hospital Drive
Jefferson City, TN 37760
(Jefferson)
Jefferson County HMA, LLC

**Kennett, Missouri**
Physicians Regional Medical Center
900 E. Oak Hill Ave.
Knoxville, TN 37917
(Dunkin)
Kennett HMA, LLC

**Key West, Florida**
Lower Keys Medical Center
5900 College Rd.
Key West, FL 33040
(Monroe)
Key West HMA, LLC

**Knoxville, Tennessee**
Physicians Regional Medical Center
900 E. Oak Hill Ave.
Knoxville, TN 37917
(Knox)
Metro Knoxville HMA, LLC

**Knoxville, Tennessee**
Turkey Creek Medical Center
10820 Parkside Drive
Knoxville, TN 37934
(Knox)
Metro Knoxville HMA, LLC

**Knoxville, Tennessee**
North Knoxville Medical Center
7565 Dannaher Drive
Powell, TN 37849
(Knox)
Metro Knoxville HMA, LLC

**LaFollette, Tennessee**
LaFollette Medical Center
923 East Central Ave.
LaFollette, TN 37766
(Campbell)
Campbell County HMA, LLC

**Lake City, Florida**
Shands Lake Shore Regional Medical Center
368NE Franklin St.
Lake City, FL 32055-3088
(Columbia)
Lake Shore HMA, LLC

**Lancaster, Pennsylvania**
Lancaster Regional Medical Center
250 College Avenue
PO Box 3434 (zip 17604-3434)
Lancaster, PA 17603
(Lancaster)
Rose City HMA, LLC

**Lebanon, Tennessee**
University Medical Center
1411 W. Baddour Parkway
Lebanon, TN 7087-2513
(Wilson)
Lebanon HMA, LLC

**Lebanon, Tennessee**
McFarland Specialty Hospital
500 Park Avenue
Lebanon, TN 37087-3721
(Wilson)
Lebanon HMA, LLC

**Lehigh Acres, Florida**
Lehigh Regional Medical Center
1500 Lee Boulevard
Lehigh Acres, FL 33936
(Lee)
Lehigh HMA, LLC

**Lititz, Pennsylvania**
Heart of Lancaster Regional Medical Center
1500 Highlands Drive
Lititz, PA 17543
(Lancaster)
Lancaster HMA, LLC

**Live Oak, Florida**
Shands Live Oak Regional Medical Center
1100 11th Street SW
Live Oak, FL 32060
(Suwannee)
Live Oak HMA, LLC

**Madill, Oklahoma**
INTEGRIS Marshall County Medical Center
901 S. 5th Ave.
Madill, OK 73446
(Marshall)
Marshall County HMA, LLC

**Melbourne, Florida**
Wuesthoff Medical Center-Melbourne
250 N. Wickham Road
Melbourne, FL 32935
(Brevard)
Melbourne HMA, LLC

**Midwest City, Oklahoma**
Midwest Regional Medical Center
2825 Parklawn Drive
Midwest City, OK 73110-4221
(Oklahoma)
Midwest Regional Medical Center, LLC

**Milton, Florida**
Santa Rosa Medical Center
6002 Berryhill Rd.
Milton, FL 32570
(Santa Rosa)
HMA Santa Rosa Medical Center, LLC

**Monroe, Georgia**
Clearview Regional Medical Center
2151 West Spring Street
PO Box 1346 (zip 30655-1346)
Monroe, GA 30655
(Walton)
Monroe HMA, LLC

**Mooresville, North Carolina**
Lake Norman Regional Medical Center
171 Fairview Road
Mooresville, NC 28117
(Iredell)
Mooresville Hospital Management Associates, LLC

**Naples, Florida**
Physicians Regional Medical Center
6101 Pine Ridge Rd.
Naples, FL 34119
(Collier)
Naples HMA, LLC

**Naples, Florida**
Physicians Regional Medical Center
8300 Collier Blvd.
Naples, FL 34114
(Collier)
Naples HMA, LLC

**Natchez, Mississippi**
Natchez Community Hospital
129 Jefferson Davis Boulevard
Natchez, MS 39120
(Adams)
Natchez Community Hospital, LLC

**Newport, Tennessee**
Newport Medical Center
435 Second Street
Newport, TN 7821
(Cocke)
Cocke County HMA, LLC

**Paintsville, Kentucky**
Paul B. Hall Regional Medical Center
625 James S. Trimble Blvd.
Paintsville, KY 41240
(Johnson)
Paintsville Hospital Company, LLC

**Poplar Bluff, Missouri**
Poplar Bluff Regional Medical Center
3100 Oak Grove Road
Poplar Bluff, MO 63901
(Butler)
Poplar Bluff Regional Medical Center, LLC

**Port Charlotte, Florida**
Peace River Regional Medical Center
2500 Harbor Boulevard
Port Charlotte, FL 33952
(Charlotte)
Port Charlotte HMA, LLC

**Pryor, Oklahoma**
INTEGRIS Mayes County Medical Center
111 North Bailey
Pryor, OK 74361
(Mayes)
Mayes County HMA, LLC

**Punta Gorda, Florida**
Charlotte Regional Medical Center
809 East Marion Avenue
Punta Gorda, FL 33950-3898
(Charlotte)
Punta Gorda HMA, LLC

**Rockledge, Florida**
Wuesthoff Medical Center-Rockledge
110 Longwood Avenue
Rockledge, FL 32955
(Brevard)
Rockledge HMA, LLC

**Sebastian, Florida**
Sebastian River Medical Center
13695 US Highway 1
PO Box 780838
Sebastian, FL 32958
(Indian River)
Sebastian Hospital, LLC

**Sebring, Florida**
Highlands Regional Medical Center
3600 South Highlands Avenue
PO Drawer 2066
Sebring, FL 33870
(Highlands)
Sebring Hospital Management Associates, LLC

**Seminole, Oklahoma**
INTEGRIS Seminole Medical Center
2401 Wrangler Boulevard
Seminole, OK 74868
(Seminole)
Seminole HMA, LLC

**Spring Hill, Florida**
Spring Hill Regional Hospital
10461 Quality Drive
Spring Hill, FL 34609
(Hernando)
Hernando HMA, LLC

**St. Cloud, Florida**
St. Cloud Regional Medical Center
2906 17th Street
St. Cloud, FL 34769
(Osceola)
OsceolaSC, LLC

**St. Petersburg, Florida**
Bayfront Medical Center
701 6th Street South
St. Petersburg, FL 33701
(Pinellas)
Bayfront HMA Medical Center, LLC

**Starke, Florida**
Shands Starke Regional Medical Center
922 E. Call Street
Starke, FL 32091
(Bradford)
Starke HMA, LLC

**Statesboro, Georgia**
East Georgia Regional Medical Center
1499 Fair Road
Statesboro, GA 30458
(Bulloch)
East Georgia Regional Medical Center, LLC

**Statesville, North Carolina**
Davis Regional Medical Center
218 Old Mocksville Road
Statesville, NC 28625
(Iredell)
Statesville HMA, LLC

**Toppenish, Washington**
Toppenish Community Hospital
502 W. 4th
Toppenish, WA 98948
(Yakima)
Yakima HMA, LLC

**Tullahoma, Tennessee**
Harton Regional Medical Center
1801 N. Jackson St.
Tullahoma, TN 37388-2201
(Coffee and Franklin)
Tullahoma HMA, LLC

**Van Buren, Arkansas**
Summit Medical Center
E. Main & South 20th Street
PO Box 409 (zip 72957)
Van Buren, AR 72956
(Van Buren)
Van Buren HMA, LLC

**Venice, Florida**
Venice Regional Medical Center
540 The Rialto
Venice, FL 34285
(Sarasota)
Venice HMA, LLC

**Williamson, West Virginia**
Williamson Memorial Hospital
859 Alderson Street
PO Box 1980
Williamson, WV 25661
(Mingo)
Williamson Memorial Hospital, LLC

**Winder, Georgia**
Barrow Regional Medical Center
316 North Broad Street
Winder, GA 30680-2150
(Barrow)
Winder HMA, LLC

**Yakima, Washington**
Yakima Regional Medical & Cardiac Center
110 S. 9th Avenue
Yakima, WA 98902
(Yakima)
Yakima HMA, LLC

**Schedule 1.01(e)**
**Certain Permitted Joint Ventures**

1. Alliance Health Partners, LLC
2. Anniston HMA, LLC
3. Bayfront HMA Healthcare Holdings, LLC
4. Carolina Holdings, LLC
5. Durant H.M.A., LLC
6. East Georgia Regional Medical Center, LLC
7. Haines City HMA, LLC
8. Hartsville HMA, LLC
9. Hernando HMA, LLC
10. Integris HMA, LLC
11. Lake Shore HMA, LLC
12. Lancaster HMA, LLC
13. Lebanon HMA, LLC
14. Live Oak HMA, LLC
15. Midwest Regional Medical Center, LLC
16. Mooresville HMA Investors, LLC
17. Mooresville Hospital Management Associates, LLC
18. Natchez Community Hospital, LLC
19. OsceolaSC, LLC
20. Paintsville Hospital Company, LLC
21. Pasco Regional Medical Center, LLC
22. Riverview Regional Medical Center, LLC
23. Rose City HMA, LLC
24. Starke HMA, LLC
25. Tullahoma HMA, LLC
26. Williamson Memorial Hospital, LLC

**Schedule 1.01(f)**
**Certain Subsidiaries**

None.

**Schedule 3.08**
**Subsidiaries**

| Legal Entity | Percentage Owned |
|---|---|
| 5300 Grand Limited Partnership | 91% |
| A Woman's Place, LLC | 100% |
| Abilene Clinic Asset Holding Company, LLC | 100% |
| Abilene Hospital, LLC | 100% |
| Abilene Merger, LLC | 100% |
| Affinity Health Systems, LLC | 100% |
| Affinity Hospital, LLC | 100% |
| Affinity Orthopedic Services, LLC | 100% |
| Affinity Physician Services, LLC | 100% |
| Affinity Skilled Nursing, LLC | 100% |
| Alaska Physician Services, LLC | 100% |
| Alice Hospital, LLC | 100% |
| Ambulance Services of Dyersburg, Inc. | 100% |
| Ambulance Services of Forrest City, LLC | 100% |
| Ambulance Services of Lexington, Inc. | 100% |
| Ambulance Services of McKenzie, Inc. | 100% |
| Ambulance Services of McNairy, Inc. | 100% |
| Ambulance Services of Tooele, LLC | 100% |
| American Health Facilities Development, LLC | 100% |
| Anesthesiology Group of Hattiesburg, LLC | 100% |
| Angelo Community Healthcare Services, Inc. | 100% |
| Anna Clinic Corp. | 100% |
| Anna Home Care Services, LLC | 100% |
| Anna Hospital Corporation | 100% |
| APS Medical, LLC | 100% |
| Arizona ASC Management, Inc. | 100% |
| Arizona DH, LLC | 100% |
| Arizona Medco, LLC | 100% |
| ARMC, LP | 87.57% |
| Arusha, LLC | 71% |
| ASC JV Holdings, LLC | 100% |
| Augusta Health System, LLC | 88.72% |
| Augusta Home Care Services, LLC | 100% |
| Augusta Hospital, LLC | 88.72% |
| Augusta Physician Services, LLC | 100% |
| Barberton Health System, LLC | 100% |
| Barberton Physician Services, LLC | 100% |
| Barstow Healthcare Management, Inc. | 100% |
| Barstow Primary Care Clinic | 0% (100% control) |
| Beauco, LLC | 100% |
| Beaumont Medical Center, L.P. | 100% |

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|---|---|
| Beaumont Regional, LLC | 100% |
| Berwick Clinic Company, LLC | 100% |
| Berwick Clinic Corp. | 100% |
| Berwick Home Care Services, LLC | 100% |
| Berwick Home Health Private Care, Inc. | 100% |
| Berwick Hospital Company, LLC | 100% |
| BH Trans Company, LLC | 100% |
| Big Bend Home Care Services, LLC | 100% |
| Big Bend Hospital Corporation | 100% |
| Big Spring Hospital Corporation | 100% |
| Birmingham Holdings, LLC | 100% |
| Birmingham Holdings II, LLC | 100% |
| Birmingham Home Care Services, LLC | 100% |
| Bluefield Holdings, LLC | 100% |
| Bluefield Hospital Company, LLC | 100% |
| Blue Island Clinic Company, LLC | 100% |
| Blue Island HBP Medical Group, LLC | 100% |
| Blue Island Home Care Services, LLC | 100% |
| Blue Island Hospital Company, LLC | 100% |
| Blue Island Illinois Holdings, LLC | 100% |
| Blue Ridge Georgia Hospital Company, LLC | 98.21% |
| Bluffton Health System LLC | 100% |
| Bluffton Physician Services, LLC | 100% |
| Brandywine Hospital Malpractice Assistance Fund, Inc. | 100% |
| Brazos Valley of Texas, L.P. | 100% |
| Brazos Valley Surgical Center, LLC | 100% |
| Broken Arrow Medical Group, LLC | 100% |
| Brooklyn Medical Associates, LLC | 100% |
| Brownsville Clinic Corp. | 100% |
| Brownsville Hospital Corporation | 100% |
| Brownwood Asset Holding Company, LLC | 100% |
| Brownwood Hospital, L.P. | 100% |
| Brownwood Medical Center, LLC | 100% |
| Bullhead City Clinic Corp. | 100% |
| Bullhead City Hospital Corporation | 100% |
| Bullhead City Hospital Investment Corporation | 100% |
| Bullhead City Imaging Corporation | 100% |
| Byrd Medical Clinic, Inc. | 100% |
| Cardiology Associates of Spokane, LLC | 100% |
| Cardiology Associates of Tri-cities, LLC | 100% |
| Carlsbad Medical Center, LLC | 100% |
| Carolina Surgery Center, LLC | 52.74% |
| Carolinas Internal Medicine, LLC | 100% |
| Carolinas Medical Alliance, Inc. | 100% |
| Carolinas OB/GYN Medical Group, LLC | 100% |

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|---|---|
| Cedar Park Clinic Asset Holding Company, LLC | 100% |
| Cedar Park Health System, L.P. | 80% |
| Center for Adult Healthcare, LLC | 100% |
| Central Alabama Physician Services, Inc. | 100% |
| Centre Clinic Corp. | 100% |
| Centre HBP Services, LLC | 100% |
| Centre Home Care Corporation | 100% |
| Centre Hospital Corporation | 100% |
| Centre RHC Corp. | 100% |
| Chaves County New Mexico Hospital Company, LLC | 100% |
| Chesterfield Clinic Corp. | 100% |
| Chesterfield/Marlboro, L.P. | 100% |
| Chestnut Hill Clinic Company, LLC | 85% |
| Chestnut Hill Health System, LLC | 85% |
| CHHS ALF Company, LLC | 85% |
| CHHS Development Company, LLC | 85% |
| CHHS Holdings, LLC | 100% |
| CHHS Hospital Company, LLC | 85% |
| CHHS Rehab Company, LLC | 85% |
| CHS Kentucky Holdings, LLC | 100% |
| CHS Pennsylvania Holdings, LLC | 100% |
| CHS PSO, LLC | 100% |
| CHS Receivables Funding, LLC | 100% |
| CHS Realty Holdings I, Inc. | 100% |
| CHS Realty Holdings II, Inc. | 100% |
| CHS Realty Holdings Joint Venture | 100% |
| CHS Utah Holdings, LLC | 100% |
| CHS Virginia Holdings, LLC | 100% |
| CHS Washington Holdings, LLC | 100% |
| CHS/Community Health Systems, Inc. | 100% |
| CHSPSC Leasing, Inc. | 100% |
| Claremore Anesthesia, LLC | 100% |
| Claremore Internal Medicine, LLC | 100% |
| Claremore Physicians, LLC | 100% |
| Claremore Regional Hospital, LLC | 100% |
| Clarksville Endoscopy Center, LLC | 80% |
| Clarksville Health System, G.P. | 80% |
| Clarksville Holdings, LLC | 100% |
| Clarksville Holdings II, LLC | 100% |
| Clarksville Home Care Services, LLC | 80% |
| Clarksville Physician Services, G.P. | 80% |
| Cleveland Home Care Services, LLC | 100% |
| Cleveland Hospital Corporation | 100% |
| Cleveland Medical Clinic, Inc. | 100% |
| Cleveland PHO, Inc. | 100% |

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|---|---|
| Cleveland Tennessee Hospital Company, LLC | 100% |
| Clinton County Health System, LLC | 100% |
| Clinton Hospital Corporation | 100% |
| Coastal Health Partners | 0% (100% control) |
| Coatesville Cardiology Clinic, LLC | 100% |
| Coatesville Clinic Company, LLC | 100% |
| Coatesville Hospital Corporation | 100% |
| C-OK, LLC | 100% |
| College Station Clinic Asset Holding Company, LLC | 100% |
| College Station Hospital, L.P. | 100% |
| College Station Medical Center, LLC | 100% |
| College Station Merger, LLC | 100% |
| College Station RHC Company, LLC | 100% |
| Commonwealth Health Physician Network, LLC | 100% |
| Community GP Corp. | 100% |
| Community Health Care Partners, Inc. | 100% |
| Community Health Investment Company, LLC | 100% |
| Community Health Network, Inc. | 100% |
| Community Health Physicians Operations Holding Company, LLC | 100% |
| Community Health Systems Foundation | 100% |
| Community Health Systems Professional Services Corporation | 100% |
| Community Health Systems Professional Services Corporation Political Action Committee | 100% |
| Community Health United Home Care, LLC | 100% |
| Community Insurance Group SPC, LTD. | 100% |
| Community LP Corp. | 100% |
| Community Network Solutions, LLC | 100% |
| Coronado Medical, LLC | 100% |
| Cottage Home Options, L.L.C. | 100% |
| Coventry Clinic Company, LLC | 100% |
| CP Hospital GP, LLC | 100% |
| CPLP, LLC | 100% |
| Credentialing Verification Services, LLC | 100% |
| Crestview Hospital Corporation | 96.99% |
| Crestview Professional Condominiums Association, Inc. | 64.4% |
| Crestview Surgery Center, L.P. | 100% |
| Crestwood Healthcare, L.P. | 95.07% |
| Crestwood Hospital LP, LLC | 100% |
| Crestwood Hospital, LLC | 100% |
| Crestwood Physician Services, LLC | 100% |
| Crestwood Surgery Center, LLC | 90.29% |
| Crossroads Home Care Services, LLC | 100% |
| Crossroads Physician Corp. | 100% |
| CSMC, LLC | 100% |
| CSRA Holdings, LLC | 100% |

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|---|---|
| Dallas Phy Service, LLC | 100% |
| Dallas Physician Practice, L.P. | 100% |
| Day Surgery, Inc. | 100% |
| Deaconess Health System, LLC | 99.24% |
| Deaconess Holdings, LLC | 100% |
| Deaconess Hospital Holdings, LLC | 100% |
| Deaconess Metropolitan Physicians, LLC | 100% |
| Deaconess Physician Services, LLC | 100% |
| Deming Clinic Corporation | 100% |
| Deming Home Care Services, LLC | 100% |
| Deming Hospital Corporation | 100% |
| Deming Nursing Home Company, LLC | 100% |
| Desert Hospital Holdings, LLC | 100% |
| Detar Hospital, LLC | 100% |
| DFW Physerv, LLC | 100% |
| DH Cardiology, LLC | 100% |
| DHFW Holdings, LLC | 100% |
| DHSC, LLC | 100% |
| Diagnostic Imaging Management of Brandywine Valley, LLC | 100% |
| Doctors Hospital Physician Services, LLC | 100% |
| Doctors of Laredo, LLC | 100% |
| Dothan HBP Services, LLC | 100% |
| Dukes Health System, LLC | 100% |
| Dukes Physician Services, LLC | 100% |
| Dupont Hospital, LLC | 72.03% |
| Dyersburg Clinic Corp. | 100% |
| Dyersburg HBP Medical Group, LLC | 100% |
| Dyersburg Home Care Services, LLC | 100% |
| Dyersburg Hospital Corporation | 100% |
| E.D. Clinics, LLC | 100% |
| East Tennessee Clinic Corp. | 100% |
| East Tennessee Health Systems, Inc. | 100% |
| Easton Hospital Malpractice Assistance Fund, Inc. | 100% |
| Edge Medical Clinic, Inc. | 100% |
| Edwardsville Ambulatory Surgery Center, L.L.C. | 68.44% |
| El Dorado Home Care Services, LLC | 100% |
| El Dorado Surgery Center, L.P. | 58.7% |
| EL MED, LLC | 100% |
| Eligibility Screening Services, LLC | 100% |
| Empire Health Services | 100% |
| Emporia Clinic Corp. | 100% |
| Emporia Home Care Services, LLC | 100% |
| Emporia Hospital Corporation | 100% |
| Enterprise Clinic, LLC | 100% |
| Eufaula Clinic Corp. | 100% |

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|---|---|
| Eufaula Hospital Corporation | 100% |
| Evanston Clinic Corp. | 100% |
| Evanston Hospital Corporation | 100% |
| Fallbrook Healthcare Partners | 0% (100% control) |
| Fallbrook Home Care Services, LLC | 100% |
| Fallbrook Hospital Corporation | 100% |
| Family Home Care, Inc. | 100% |
| Fannin Regional Orthopaedic Center, Inc. | 100% |
| First Choice Health Network, Inc. | 8.33% |
| Florence Home Care Services, LLC | 100% |
| Foley Clinic Corp. | 100% |
| Foley Home Health Corporation | 100% |
| Foley Hospital Corporation | 100% |
| Forrest City Arkansas Hospital Company, LLC | 100% |
| Forrest City Clinic Company, LLC | 100% |
| Forrest City Hospital Corporation | 100% |
| Fort Payne Clinic Corp. | 100% |
| Fort Payne Home Care Corporation | 100% |
| Fort Payne Hospital Corporation | 100% |
| Fort Payne RHC Corp. | 100% |
| Frankfort Health Partner, Inc. | 100% |
| Franklin Clinic Corp. | 100% |
| Franklin Home Care Services, LLC | 100% |
| Franklin Hospital Corporation | 100% |
| Fulton Home Care Services, LLC | 100% |
| FWCT-2 Acquisition Corporation | 100% |
| FWCT-2 Escrow Corporation | 100% |
| Gadsden Home Care Services, LLC | 100% |
| Gadsden Regional Medical Center, LLC | 100% |
| Gadsden Regional Physician Group Practice, LLC | 100% |
| Gadsden Regional Primary Care, LLC | 100% |
| Galesburg Home Care Corporation | 100% |
| Galesburg Hospital Corporation | 100% |
| Galesburg In-Home Assistance, Inc. | 100% |
| Galesburg Professional Services, LLC | 100% |
| Gateway Malpractice Assistance Fund, Inc. | 100% |
| Gateway Medical Services, Inc. | 100% |
| Granbury Clinic Asset Holding Company, LLC | 100% |
| Granbury Hospital Corporation | 100% |
| Granbury Texas Hospital Investment Corporation | 100% |
| Granite City ASC Investment Company, LLC | 100% |
| Granite City Clinic Corp. | 100% |
| Granite City HBP Corp. | 100% |
| Granite City Home Care Services, LLC | 100% |
| Granite City Hospital Corporation | 100% |

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|---|---|
| Granite City Illinois Hospital Company, LLC | 100% |
| Granite City Orthopedic Physicians Company, LLC | 100% |
| Granite City Physicians Corp. | 100% |
| GRB Real Estate, LLC | 100% |
| Greenbrier Valley Anesthesia, LLC | 100% |
| Greenbrier Valley Emergency Physicians, LLC | 100% |
| Greenbrier VMC, LLC | 96% |
| Greenville Clinic Corp. | 100% |
| Greenville Hospital Corporation | 100% |
| GRMC Holdings, LLC | 100% |
| Gulf Coast Hospital, L.P. | 100% |
| Gulf Coast Medical Center, LLC | 100% |
| Hallmark Healthcare Company, LLC | 100% |
| Harris Managed Services, Inc. | 100% |
| Harris Medical Clinics, Inc. | 100% |
| Hattiesburg ASC-GP, LLC | 100% |
| Hattiesburg Home Care Services, LLC | 100% |
| Haven Clinton Medical Associates, LLC | 100% |
| Healthcare of Forsyth County, Inc. | 100% |
| Healthwest Holdings, Inc. | 100% |
| Heartland Malpractice Assistance Fund, Inc. | 100% |
| Heartland Regional Health System, LLC | 100% |
| Heartland Rural Healthcare, LLC | 100% |
| Helena Home Care Services, LLC | 100% |
| Hidden Valley Medical Center, Inc. | 100% |
| Highland Health Systems, Inc. | 100% |
| Hill Regional Clinic Corp. | 100% |
| Hill Regional Medical Group | 100% |
| Hobbs Medco, LLC | 100% |
| Hobbs Physician Practice, LLC | 100% |
| Hood Medical Group | 100% |
| Hood Medical Services, Inc. | 100% |
| Hospital of Barstow, Inc. | 100% |
| Hospital of Fulton, Inc. | 100% |
| Hospital of Louisa, Inc. | 100% |
| Hospital of Morristown, Inc. | 100% |
| Hot Springs Outpatient Surgery Center, G.P. | 100% |
| HTI Tucson Rehabilitation, Inc. | 100% |
| Humble Texas Home Care Corporation | 100% |
| Huntington Associates | 100% |
| INACTCO, Inc. | 100% |
| In-Home Assistance, L.L.C. | 100% |
| In-Home Medical Equipment Supplies and Services, Inc. | 100% |
| Innovative Recoveries, LLC | 100% |
| Intermountain Medical Group, Inc. | 100% |

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|---|---|
| IOM Health System, L.P. | 86.3% |
| Jackson Home Care Services, LLC | 100% |
| Jackson Hospital Corporation (KY) | 100% |
| Jackson Hospital Corporation (TN) | 100% |
| Jackson Physician Corp. | 100% |
| Jackson, Tennessee Hospital Company, LLC | 96.94% |
| Jennersville Family Medicine, LLC | 100% |
| Jennersville Regional Hospital Malpractice Assistance Fund, Inc. | 100% |
| Jourdanton Clinic Asset Holding Company, LLC | 100% |
| Jourdanton Home Care Services, LLC | 100% |
| Jourdanton Hospital Corporation | 100% |
| Kay County Clinic Company, LLC | 100% |
| Kay County Hospital Corporation | 100% |
| Kay County Oklahoma Hospital Company, LLC | 100% |
| Kentucky River HBP, LLC | 100% |
| Kentucky River Physician Corporation | 100% |
| King City Physician Company, LLC | 100% |
| Kirksville Academic Medicine, LLC | 100% |
| Kirksville Clinic Corp. | 100% |
| Kirksville Hospital Company, LLC | 100% |
| Kirksville Missouri Hospital Company, LLC | 88.10% |
| Kirksville Physical Therapy Services, LLC | 100% |
| Knox Clinic Corp. | 100% |
| Kosciusko Medical Group, LLC | 100% |
| Lake Area Physician Services, LLC | 100% |
| Lake Area Surgicare, A Partnership in Commendam | 85.75% |
| Lake Wales Clinic Corp. | 100% |
| Lake Wales Hospital Corporation | 95.71% |
| Lake Wales Hospital Investment Corporation | 95.71% |
| Lake Wales Imaging Center, LLC | 100% |
| Lakeland Home Care Services, LLC | 100% |
| Lakeway Hospital Corporation | 100% |
| Lancaster Clinic Corp. | 100% |
| Lancaster Home Care Services, LLC | 100% |
| Lancaster Hospital Corporation | 100% |
| Lancaster Imaging Center, LLC | 100% |
| Laredo Clinic Asset Holding Company, LLC | 100% |
| Laredo Texas Hospital Company, L.P. | 95% |
| Las Cruces ASC-GP, LLC | 100% |
| Las Cruces Home Care Services, LLC | 100% |
| Las Cruces Medical Center, LLC | 100% |
| Las Cruces Physician Services, LLC | 100% |
| Las Cruces Surgery Center, L.P. | 77.88% |
| Lea Regional Hospital, LLC | 100% |
| Lexington Clinic Corp. | 100% |

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|---|---|
| Lexington Family Physicians, LLC | 100% |
| Lexington Home Care Services, LLC | 100% |
| Lexington Hospital Corporation | 100% |
| Lindenhurst Illinois Hospital Company, LLC | 100% |
| Lindenhurst Surgery Center, LLC | 51% |
| Lock Haven Clinic Company, LLC | 100% |
| Lock Haven Home Care Services, LLC | 100% |
| Logan Hospital Corporation | 100% |
| Logan, West Virginia Hospital Company, LLC | 100% |
| Longview Clinic Operations Company, LLC | 100% |
| Longview Medical Center, L.P. | 73.98% |
| Longview Merger, LLC | 100% |
| Longview Outpatient Physical Therapy, LLC | 100% |
| Louisa Home Care Services, LLC | 100% |
| LRH, LLC | 100% |
| LS Psychiatric, LLC | 100% |
| Lufkin Clinic Asset Holding Company, LLC | 100% |
| Lutheran Health Network CBO, LLC | 100% |
| Lutheran Health Network Investors, LLC | 86.3% |
| Lutheran Health Network of Indiana, LLC | 100% |
| Lutheran Medical Group, LLC | 100% |
| Lutheran Musculoskeletal Center, LLC | 60% |
| Lutheran/TRMA Network, LLC | 50% |
| Madison Clinic Corp. | 100% |
| Madison Hospital, LLC | 100% |
| Marion Hospital Corporation | 100% |
| Marion Physician Services, LLC | 100% |
| Marlboro Clinic Corp. | 100% |
| Martin Clinic Corp. | 100% |
| Martin Hospital Corporation | 100% |
| Martins Ferry Clinic Company, LLC | 100% |
| Martins Ferry Hospital Company, LLC | 100% |
| Mary Black Health System LLC | 98.3% |
| Mary Black Medical Office Building Limited Partnership | 98.3% |
| Mary Black MOB II, L.P. | 98.3% |
| Mary Black Orthopedic Group, LLC | 100% |
| Mary Black Physician Services, LLC | 100% |
| Mary Black Physicians Group, LLC | 100% |
| Massillon Community Health System LLC | 100% |
| Massillon Health System, LLC | 100% |
| Massillon Holdings, LLC | 100% |
| Massillon Physician Services, LLC | 100% |
| Mat-Su Regional ASC GP, LLC | 100% |
| Mat-Su Regional Surgery Center, L.P. | 100% |
| Mat-Su Valley II, LLC | 75% |

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|---|---|
| Mat-Su Valley III, LLC | 75% |
| Mat-Su Valley Medical Center, LLC | 74.52% |
| McKenna Court Homes, LLC | 100% |
| McKenzie Clinic Corp. | 100% |
| McKenzie Physician Services, LLC | 100% |
| McKenzie Tennessee Hospital Company, LLC | 100% |
| McKenzie-Willamette Regional Medical Center Associates, LLC | 92.24% |
| McNairy Clinic Corp. | 100% |
| McNairy Hospital Corporation | 100% |
| MCSA, L.L.C. | 100% |
| Medical Center at Terrell, LLC | 100% |
| Medical Center of Brownwood, LLC | 100% |
| Medical Center of Sherman, LLC | 100% |
| Medical Holdings, Inc. | 100% |
| MEDSTAT, LLC | 100% |
| Memorial Hospital of Salem Malpractice Assistance Fund, Inc. | 100% |
| Memorial Management, Inc. | 100% |
| Merger Legacy Holdings, LLC | 100% |
| Mesa View Physical Rehabilitation, LLC | 50% |
| Mesa View PT, LLC | 100% |
| Mesquite Clinic Management Company, LLC | 100% |
| MHS Ambulatory Surgery Center, Inc. | 100% |
| Mid-Plains, LLC | 100% |
| Minot Health Services, Inc. | 100% |
| MMC of Nevada, LLC | 100% |
| Moberly HBP Medical Group, LLC | 100% |
| Moberly Hospital Company, LLC | 100% |
| Moberly Medical Clinics, Inc. | 100% |
| Moberly Physicians Corp. | 100% |
| Mohave Imaging Center, LLC | 100% |
| Morristown Clinic Corp. | 100% |
| Morristown Professional Centers, Inc. | 100% |
| Morristown Surgery Center, LLC | 100% |
| MWMC Holdings, LLC | 100% |
| Nanticoke Hospital Company, LLC | 100% |
| National Healthcare of England Arkansas, Inc. | 100% |
| National Healthcare of Holmes County, Inc. | 100% |
| National Healthcare of Leesville, Inc. | 100% |
| National Healthcare of Mt. Vernon, Inc. | 100% |
| National Healthcare of Newport, Inc. | 100% |
| Navarro Hospital, L.P. | 100% |
| Navarro Regional, LLC | 100% |
| NC-CSH, Inc. | 100% |
| NC-DSH, LLC | 100% |
| Newport Home Care Services, LLC | 100% |

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| NHCI of Hillsboro, Inc. | 100% |
| North Okaloosa Clinic Corp. | 100% |
| North Okaloosa Home Health Corp. | 100% |
| North Okaloosa Medical Corp. | 96.99% |
| North Okaloosa Surgery Venture Corp. | 100% |
| Northampton Cardiology Clinic, LLC | 100% |
| Northampton Clinic Company, LLC | 100% |
| Northampton Endoscopy Center, LLC | 51% |
| Northampton Home Care, LLC | 100% |
| Northampton Hospital Company, LLC | 100% |
| Northampton Physician Services Corp. | 100% |
| Northampton Urgent Care, LLC | 100% |
| Northeast Medical Center, L.P. | 100% |
| Northern Indiana Oncology Center of Porter Memorial Hospital, LLC | 95.2% |
| Northwest Allied Physicians, LLC | 100% |
| Northwest Arkansas Employees, LLC | 100% |
| Northwest Arkansas Hospitals, LLC | 100% |
| Northwest Benton County Physician Services, LLC | 100% |
| Northwest Cardiology, LLC | 100% |
| Northwest Hospital, LLC | 100% |
| Northwest Indiana Health System, LLC | 91.16% |
| Northwest Marana Hospital, LLC | 100% |
| Northwest Medical Center CT/MRI at Marana, LLC | 100% |
| Northwest Physicians, LLC | 100% |
| Northwest Rancho Vistoso Imaging Services, LLC | 100% |
| Northwest Tucson ASC-GP, LLC | 100% |
| NOV Holdings, LLC | 100% |
| NRH, LLC | 100% |
| Oak Hill Clinic Corp. | 100% |
| Oak Hill Hospital Corporation | 100% |
| OHANI, LLC | 100% |
| Oklahoma City ASC-GP, LLC | 100% |
| Oklahoma City Home Care Services, LLC | 100% |
| Olive Branch Clinic Corp. | 100% |
| Olive Branch Hospital, Inc. | 100% |
| Open MRI of Wharton, LLP | 100% |
| Oro Valley Hospital, LLC | 100% |
| Pacific Group ASC, Inc. | 100% |
| Pacific Physicians Services, LLC | 100% |
| Pain Management Joint Venture, LLP | 50% |
| Palm Drive Hospital, L.P. | 100% |
| Palm Drive Medical Center, LLC | 100% |
| Palmer-Wasilla Health System, LLC | 100% |
| Palmetto Tri-County Medical Specialists, LLC | 100% |
| Palmetto Women’s Care, LLC | 100% |

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| Pampa Medical Center, LLC | 100% |
| Panhandle Medical Center, LLC | 100% |
| Panhandle Surgical Hospital, L.P. | 100% |
| Parkway Regional Medical Clinic, Inc. | 100% |
| Payson Healthcare Management, Inc. | 100% |
| Payson Home Care Services, LLC | 100% |
| Payson Hospital Corporation | 100% |
| PDMC, LLC | 100% |
| Peckville Hospital Company, LLC | 100% |
| Pecos Valley of New Mexico, LLC | 100% |
| Peerless Healthcare, LLC | 100% |
| Pennsylvania Hospital Company, LLC | 100% |
| Petersburg Clinic Company, LLC | 100% |
| Petersburg Home Care Services, LLC | 100% |
| Petersburg Hospital Company, LLC | 99.29% |
| Phillips & Coker OB-GYN, LLC | 100% |
| Phillips Clinic Corp. | 100% |
| Phillips Hospital Corporation | 100% |
| Phoenix Surgical, LLC | 100% |
| Phoenixville Clinic Company, LLC | 100% |
| Phoenixville Hospital Company, LLC | 100% |
| Phoenixville Hospital Malpractice Assistance Fund, Inc. | 100% |
| Phoenixville Orthopedic Specialists, LLC | 100% |
| Phoenixville Specialty Clinics, LLC | 100% |
| Physician Practice Support, Inc. | 100% |
| Piney Woods Healthcare System, L.P. | 93.57% |
| Plymouth Hospital Corporation | 100% |
| Polk Medical Services, Inc. | 100% |
| Ponca City Home Care Services, Inc. | 100% |
| Porter Health Services, LLC | 100% |
| Porter Hospital, LLC | 91.16% |
| Porter Physician Services, LLC | 100% |
| Pottstown Clinic Company, LLC | 100% |
| Pottstown Home Care Services, LLC | 100% |
| Pottstown Hospital Company, LLC | 100% |
| Pottstown Hospital Corporation | 100% |
| Pottstown Imaging Company, LLC | 100% |
| Pottstown Memorial Ambulance Company, LLC | 100% |
| Pottstown Memorial Malpractice Assistance Fund, Inc. | 100% |
| Pottstown Professional Services Company, LLC | 100% |
| PremierCare of Arkansas, LLC | 79.6% |
| PremierCare of Northwest Arkansas, LLC | 79.6% |
| Premier Care Super PHO, LLC | 100% |
| Procure Solutions, LLC | 100% |
| Professional Account Services Inc. | 100% |

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| QHG Georgia Holdings, Inc. | 100% |
| QHG Georgia Holdings II, LLC | 100% |
| QHG Georgia, L.P. | 100% |
| QHG of Barberton, Inc. | 100% |
| QHG of Bluffton Company, LLC | 100% |
| QHG of Clinton County, Inc. | 100% |
| QHG of Enterprise, Inc. | 100% |
| QHG of Forrest County, Inc. | 100% |
| QHG of Fort Wayne Company, LLC | 100% |
| QHG of Hattiesburg, Inc. | 100% |
| QHG of Kenmare, Inc. | 100% |
| QHG of Lake City, Inc. | 100% |
| QHG of Massillon, Inc. | 100% |
| QHG of Minot, Inc. | 100% |
| QHG of Ohio, Inc. | 100% |
| QHG of South Carolina, Inc. | 100% |
| QHG of Spartanburg, Inc. | 100% |
| QHG of Springdale, Inc. | 100% |
| QHG of Texas, Inc. | 100% |
| QHG of Warsaw Company, LLC | 100% |
| QHR Healthcare Affiliates, LLC | 100% |
| QHR Intensive Resources, LLC | 100% |
| QHR International, LLC | 100% |
| QHR Naples ASC, LLC | 100% |
| Quorum ELF, Inc. | 100% |
| Quorum Health Resources, LLC | 100% |
| Quorum Health Services, Inc. | 100% |
| Quorum Purchasing Advantage, LLC | 100% |
| Quorum Solutions, LLC | 100% |
| Red Bud Clinic Corp. | 100% |
| Red Bud Home Care Services, LLC | 100% |
| Red Bud Hospital Corporation | 100% |
| Red Bud Illinois Hospital Company, LLC | 100% |
| Red Bud Physician Group, LLC | 100% |
| Regional Cancer Treatment Center, Ltd. | 24.35% |
| Regional Employee Assistance Program | 100% |
| Regional Hospital of Longview, LLC | 100% |
| Regional Surgical Services, LLC | 82.1% |
| Rehab Hospital of Fort Wayne General Partnership | 86.3% |
| Revenue Cycle Service Center, LLC | 100% |
| River Region Medical Corporation | 100% |
| River to River Heart Group, LLC | 100% |
| Rockwood Clinic, P.S. | 50% |
| Rockwood Clinic Real Estate Holdings, LLC | 100% |
| Ronceverte Physician Group, LLC | 100% |

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| Roswell Clinic Corp. | 100% |
| Roswell Community Hospital Investment Corporation | 100% |
| Roswell Hospital Corporation | 100% |
| Russell County Clinic Corp. | 100% |
| Russell County Medical Center, Inc. | 100% |
| Ruston Clinic Company, LLC | 100% |
| Ruston Hospital Corporation | 100% |
| Ruston Louisiana Hospital Company, LLC | 100% |
| SACMC, LLC | 100% |
| Salem Clinic Corp. | 100% |
| Salem Home Care Services, LLC | 100% |
| Salem Hospital Corporation | 100% |
| Salem Medical Professionals, P.C. | 0% (100% control) |
| Samaritan Surgicenters of Arizona II, LLC | 100% |
| San Angelo Community Medical Center, LLC | 100% |
| San Angelo Hospital, L.P. | 94.76% |
| San Angelo Medical, LLC | 100% |
| San Leandro, LLC | 100% |
| San Leandro Hospital, L.P. | 100% |
| San Leandro Medical Center, LLC | 100% |
| San Miguel Clinic Corp. | 100% |
| San Miguel Hospital Corporation | 100% |
| Scenic Managed Services, Inc. | 100% |
| Schuylkill Internal Medicine Associates, LLC | 100% |
| Scranton Cardiovascular Physician Services, LLC | 100% |
| Scranton Clinic Company, LLC | 100% |
| Scranton Emergency Physician Services, LLC | 100% |
| Scranton GP Holdings, LLC | 100% |
| Scranton Holdings, LLC | 100% |
| Scranton Home Care Services, LLC | 100% |
| Scranton Hospital Company, LLC | 100% |
| Scranton Hospitalist Physician Services, LLC | 100% |
| Sebastopol, LLC | 100% |
| Scranton Quincy Ambulance, LLC | 100% |
| Scranton Quincy Clinic Company, LLC | 100% |
| Scranton Quincy Holdings, LLC | 100% |
| Scranton Quincy Home Care Services, LLC | 100% |
| Scranton Quincy Hospital Company, LLC | 100% |
| Scranton Quincy QRFS, LLC | 100% |
| Senior Circle Association | 100% |
| SEPA Integrated Providers Alliance, LLC | 100% |
| Sharon Clinic Company, LLC | 100% |
| Sharon Home Care Services, LLC | 100% |
| Sharon Pennsylvania Holdings, LLC | 100% |
| Sharon Pennsylvania Hospital Company, LLC | 100% |

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| Shelby Alabama Real Estate, LLC | 100% |
| Shelbyville Clinic Corp. | 100% |
| Shelbyville Home Care Services, LLC | 100% |
| Shelbyville Hospital Corporation | 100% |
| Sherman Hospital, L.P. | 100% |
| Sherman Medical Center, LLC | 100% |
| Siloam Springs Arkansas Hospital Company, LLC | 100% |
| Siloam Springs Clinic Company, LLC | 100% |
| Siloam Springs Holdings, LLC | 100% |
| Silver Creek MRI, LLC | 100% |
| SJ Home Care, LLC | 100% |
| SkyRidge Clinical Associates, LLC | 100% |
| SLH, LLC | 100% |
| SMMC Medical Group | 100% |
| Software Sales Corp. | 100% |
| South Alabama Managed Care Contracting, Inc. | 100% |
| South Alabama Medical Management Services, Inc. | 100% |
| South Alabama Physician Services, Inc. | 100% |
| South Arkansas Clinic, LLC | 100% |
| South Arkansas Physician Services, LLC | 100% |
| South Tulsa Medical Group, LLC | 100% |
| SouthCrest Anesthesia Group, LLC | 100% |
| SouthCrest Medical Group, LLC | 100% |
| SouthCrest, L.L.C. | 100% |
| Southeast Alabama Maternity Center, LLC | 50.78% |
| Southern Chester County Medical Building I | 56% |
| Southern Chester County Medical Building II | 63% |
| Southern Illinois Medical Care Associates, LLC | 100% |
| Southern Texas Medical Center, LLC | 100% |
| Southside Physician Network, LLC | 100% |
| Spokane Home Care Services, LLC | 100% |
| Spokane Valley Washington Hospital Company, LLC | 100% |
| Spokane Washington Hospital Company, LLC | 100% |
| Springdale Home Care Services, LLC | 100% |
| Springfield Oregon Holdings, LLC | 100% |
| Sprocket Medical Management, LLC | 100% |
| SS ParentCo., LLC | 100% |
| St. Joseph Health System, LLC | 86.3% |
| St. Joseph Medical Group, Inc. | 100% |
| Sunbury Clinic Company, LLC | 100% |
| Sunbury Hospital Company, LLC | 73.26% |
| Surgery Center of Salem County, L.L.C. | 90.9% |
| Surgical Center of Amarillo, LLC | 100% |
| Surgical Center of Carlsbad, LLC | 100% |
| Surgicare of Independence, Inc. | 100% |

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| Surgicare of San Leandro, Inc. | 100% |
| Surgicare of Sherman, Inc. | 100% |
| Surgicare of Victoria, Inc. | 100% |
| Surgicare of Victoria, Ltd. | 100% |
| Surgicare Outpatient Center of Lake Charles, Inc. | 100% |
| Surgicenter of Johnson County, Inc. | 100% |
| Surgicenters of America, Inc. | 100% |
| SVRMC-HBP, LLC | 100% |
| Tennyson Holdings, LLC | 100% |
| Terrell Hospital, L.P. | 100% |
| Terrell Medical Center, LLC | 100% |
| The Sleep Disorder Center of Wyoming Valley, LLC | 100% |
| The Vicksburg Clinic, LLC | 100% |
| Three Rivers Medical Clinics, Inc. | 100% |
| Timberland Medical Group | 100% |
| Tomball Ambulatory Surgery Center, L.P. | 52% |
| Tomball Clinic Asset Holding Company, LLC | 100% |
| Tomball Equipment Leasing Company, LLC | 41% |
| Tomball Texas Equipment Ventures, LLC | 100% |
| Tomball Texas Holdings, LLC | 100% |
| Tomball Texas Home Care Services, LLC | 100% |
| Tomball Texas Hospital Company, LLC | 100% |
| Tomball Texas Ventures, LLC | 100% |
| Tooele Clinic Corp. | 100% |
| Tooele Home Care Services, LLC | 100% |
| Tooele Hospital Corporation | 100% |
| Triad Corporate Services, Limited Partnership | 100% |
| Triad CSGP, LLC | 100% |
| Triad CSLP, LLC | 100% |
| Triad Healthcare Corporation | 100% |
| Triad Healthcare System of Phoenix, L.P. | 100% |
| Triad Holdings III, LLC | 100% |
| Triad Holdings IV, LLC | 100% |
| Triad Holdings V, LLC | 100% |
| Triad Holdings VI, Inc. | 100% |
| Triad Indiana Holdings, LLC | 86.3% |
| Triad Nevada Holdings, LLC | 100% |
| Triad of Alabama, LLC | 100% |
| Triad of Arizona (L.P.), Inc. | 100% |
| Triad of Oregon, LLC | 100% |
| Triad of Phoenix, Inc. | 100% |
| Triad RC, Inc. | 100% |
| Triad-Arizona I, Inc. | 100% |
| Triad-ARMC, LLC | 100% |
| Triad-Denton Hospital GP, LLC | 100% |

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| Triad-Denton Hospital, L.P. | 100% |
| Triad-El Dorado, Inc. | 100% |
| Triad-Navarro Regional Hospital Subsidiary, LLC | 100% |
| Triad-South Tulsa Hospital Company, Inc. | 100% |
| Tri-Irish, Inc. | 100% |
| Tri-World, LLC | 100% |
| TROSCO, LLC | 100% |
| Troy Hospital Corporation | 100% |
| Tunkhannock Clinic Company, LLC | 100% |
| Tunkhannock Hospital Company, LLC | 100% |
| Tunkhannock Hospital Physician Services, LLC | 100% |
| Tuscora Park Medical Specialists, LLC | 100% |
| ValleyCare Cardiology Group, LLC | 100% |
| VHC Holdings, LLC | 100% |
| VHC Medical, LLC | 100% |
| Vicksburg Healthcare, LLC | 100% |
| Vicksburg Surgical Center, LLC | 100% |
| Victoria Clinic Asset Holding Company, LLC | 100% |
| Victoria Hospital, LLC | 100% |
| Victoria of Texas, L.P. | 100% |
| Victoria Texas Home Care Services, LLC | 100% |
| Village Medical Center Associates, LLC | 100% |
| Virginia Care Company, LLC | 100% |
| Virginia Hospital Company, LLC | 100% |
| WA-SPOK DH CRNA, LLC | 100% |
| WA-SPOK DH Urgent Care, LLC | 100% |
| WA-SPOK Kidney Care, LLC | 100% |
| WA-SPOK Medical Care, LLC | 100% |
| WA-SPOK Primary Care, LLC | 100% |
| WA-SPOK Pulmonary & Critical Care, LLC | 100% |
| WA-SPOK VH CRNA, LLC | 100% |
| WA-SPOK VH Urgent Care, LLC | 100% |
| Warren Ohio Hospital Company, LLC | 100% |
| Warren Ohio Physician Services, LLC | 100% |
| Warren Ohio Rehab Hospital Company, LLC | 100% |
| Warsaw Health System, LLC | 99.08% |
| Washington Clinic Corp. | 100% |
| Washington Hospital Corporation | 100% |
| Washington Physician Corp. | 100% |
| Watsonville Hospital Corporation | 100% |
| Waukegan Clinic Corp. | 100% |
| Waukegan Hospice Corp. | 100% |
| Waukegan Hospital Corporation | 100% |
| Waukegan Illinois Hospital Company, LLC | 100% |
| Weatherford Home Care Services, LLC | 100% |

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| Weatherford Hospital Corporation | 100% |
| Weatherford Texas Hospital Company, LLC | 100% |
| Webb County Texas Home Care Services, LLC | 100% |
| Webb Hospital Corporation | 100% |
| Webb Hospital Holdings, LLC | 100% |
| Wesley Health System LLC | 100% |
| Wesley HealthTrust, Inc. | 100% |
| Wesley Physician Services, LLC | 100% |
| West Anaheim Medical Center, LLC | 100% |
| West Anaheim, LLC | 100% |
| West Grove Clinic Company, LLC | 100% |
| West Grove Family Practice, LLC | 100% |
| West Grove Home Care, LLC | 100% |
| West Grove Hospital Company, LLC | 100% |
| Western Arizona Regional Home Health and Hospice, Inc. | 100% |
| Western Reserve Health Education, Inc. | 100% |
| Wharton Medco, LLC | 100% |
| Wheeling HBP Clinic Company, LLC | 100% |
| Wheeling West Virginia Clinic Company, LLC | 100% |
| Wheeling West Virginia Hospital Company, LLC | 100% |
| WHMC, LLC | 100% |
| Wichita Falls Texas Home Care Corporation | 100% |
| Wichita Falls Texas Private Duty Corporation | 100% |
| Wilkes-Barre Academic Medicine, LLC | 100% |
| Wilkes-Barre Behavioral Hospital Company, LLC | 100% |
| Wilkes-Barre Behavioral Ventures, LLC | 100% |
| Wilkes-Barre Clinic Company, LLC | 100% |
| Wilkes-Barre Community Residential Unit, LLC | 100% |
| Wilkes-Barre Holdings, LLC | 100% |
| Wilkes-Barre Home Care Services, LLC | 100% |
| Wilkes-Barre Hospital Company, LLC | 100% |
| Wilkes-Barre Intermountain Clinic, LLC | 100% |
| Wilkes-Barre Personal Care Services, LLC | 100% |
| Wilkes-Barre Skilled Nursing Services, LLC | 100% |
| Willamette Community Medical Group, LLC | 100% |
| Williamston Clinic Corp. | 100% |
| Williamston HBP Services, LLC | 100% |
| Williamston Hospital Corporation | 100% |
| Wiregrass Clinic, LLC | 100% |
| Women & Children's Hospital, LLC | 100% |
| Women's Health Partners, LLC | 100% |
| Woodland Heights Medical Center, LLC | 100% |
| Woodward Clinic Company, LLC | 100% |
| Woodward Health System, LLC | 100% |
| Woodward Home Care Services, LLC | 100% |

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| York Anesthesiology Physician Services, LLC | 100% |
| York Clinic Company, LLC | 100% |
| York Home Care Services, LLC | 100% |
| York Pathology Physician Services, LLC | 100% |
| York Pennsylvania Holdings, LLC | 100% |
| York Pennsylvania Hospital Company, LLC | 100% |
| Youngstown Home Care Services, LLC | 100% |
| Youngstown Ohio Hospital Company, LLC | 100% |
| Youngstown Ohio Laboratory Services Company, LLC | 100% |
| Youngstown Ohio Outpatient Services Company, LLC | 100% |
| Youngstown Ohio Physician Services Company, LLC | 100% |
| Youngstown Ohio PSC, LLC | 100% |
| Zinni, Ltd. | 0% (100% control) |

**HMA Entities**:

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|---|---|
| Alabama HMA Physician Management, LLC | 100% |
| Alliance Health Partners, LLC | 90.58% |
| Amory HMA Physician Management, LLC | 100% |
| Amory HMA, LLC | 100% |
| Anniston HMA, LLC | 86.99% |
| Arkansas HMA Regional Service Center, LLC | 100% |
| Augusta HMA Physician Management, Inc. | 100% |
| Augusta HMA, Inc. | 100% |
| Barrow Health Ventures, Inc. | 51% |
| Bartow HMA Physician Management, LLC | 100% |
| Bartow HMA, LLC | 100% |
| Batesville HMA Development, LLC | 100% |
| Batesville HMA Medical Group, LLC | 100% |
| Bayfront HMA Convenient Care, LLC | 100% |
| Bayfront HMA Healthcare Holdings, LLC | 80% |
| Bayfront HMA Home Health, LLC | 100% |
| Bayfront HMA Investments, LLC | 100% |
| Bayfront HMA Medical Center, LLC | 100% |
| Bayfront HMA Physician Management, LLC | 100% |
| Bayfront HMA Real Estate Holdings, LLC | 100% |
| Bayfront HMA Wellness Center, LLC | 100% |
| Biloxi H.M.A., LLC | 100% |
| Biloxi HMA Physician Management, LLC | 100% |
| Blackwell HMA, LLC | 100% |
| Blackwell HMPN, LLC | 100% |
| Brandon HMA, LLC | 100% |
| Brevard HMA ALF, LLC | 100% |
| Brevard HMA APO, LLC | 100% |
| Brevard HMA ASC, LLC | 100% |
| Brevard HMA Diagnostic Imaging, LLC | 100% |
| Brevard HMA HME, LLC | 100% |
| Brevard HMA Holdings, LLC | 100% |
| Brevard HMA Home Health, LLC | 100% |
| Brevard HMA Hospice, LLC | 100% |
| Brevard HMA Hospitals, LLC | 100% |
| Brevard HMA Investment Properties, LLC | 100% |
| Brevard HMA Nursing Home, LLC | 100% |
| Brooksville HMA Physician Management, LLC | 100% |
| Campbell County HMA, LLC | 100% |
| Canton HMA, LLC | 100% |
| Carlisle HMA, LLC | 100% |
| Carlisle HMA Physician Management, LLC | 100% |
| Carlisle HMA Surgery Center, LLC | 100% |

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|---|---|
| Carlisle Medical Group, LLC | 100% |
| Carolinas Holdings, LLC | 100% |
| Carolinas JV Holdings General , LLC | 100% |
| Carolinas JV Holdings, L.P. | 99% |
| Central Florida HMA Holdings, LLC | 99% |
| Central Polk, LLC | 100% |
| Central States HMA Holdings, LLC | 99% |
| Chester HMA, LLC | 100% |
| Chester HMA Physician Management, LLC | 100% |
| Chester Medical Group, LLC | 100% |
| Chester PPM, LLC | 100% |
| Citrus HMA, LLC | 100% |
| Clarksdale HMA, LLC | 100% |
| Clarksdale HMA Physician Management, LLC | 100% |
| Click to Care, LLC | 100% |
| Clinton HMA, LLC | 100% |
| Clinton HMPN, LLC | 100% |
| Cocke County HMA, LLC | 100% |
| Coffee Hospital Management Associates, Inc. | 100% |
| Collier Boulevard HMA Physician Management, LLC | 100% |
| Collier HMA Facility Based Physician Management, LLC | 100% |
| Collier HMA Neurological Vascular Medical Group, LLC | 100% |
| Collier HMA Physician Management, LLC | 100% |
| Crossgates HMA Medical Group, LLC | 100% |
| Crystal River HMA Physician Management, LLC | 100% |
| Durant H.M.A., LLC | 100% |
| Durant HMA Home Health, LLC | 100% |
| Durant HMA Physician Management, LLC | 100% |
| Durant HMA Surgical Center, LLC | 100% |
| East Georgia HMA Physician Management, LLC | 100% |
| East Georgia Regional Medical Center, LLC | 89.26% |
| EverRad HMA Holdings, LLC | 100% |
| Florida Endoscopy and Surgery Center, LLC | 70% |
| Florida HMA Holdings, LLC | 99% |
| Florida HMA Regional Service Center, LLC | 100% |
| Florida HMA Urgent Care, LLC | 100% |
| Flowood River Oaks HMA Medical Group, LLC | 100% |
| Fort Smith HMA, LLC | 100% |
| Fort Smith HMA Home Health, LLC | 100% |
| Fort Smith HMA PBC Management, LLC | 100% |
| Fort Smith HMA Physician Management, LLC | 100% |
| Gadsden HMA Physician Management, LLC | 100% |
| Gaffney H.M.A., LLC | 100% |
| Gaffney HMA Physician Management, LLC | 100% |
| Gaffney PPM, LLC | 100% |

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| Georgia HMA Physician Management, LLC | 100% |
| Green Clinic, LLC | 100% |
| Gulf Coast HMA Physician Management, LLC | 100% |
| Gulf Oaks Therapeutic Day School, LLC | 100% |
| Haines City HMA, LLC | 97.86% |
| Haines City HMA Physician Management, LLC | 100% |
| Haines City HMA Urgent Care, LLC | 100% |
| Hamlet H.M.A., LLC | 100% |
| Hamlet HMA Physician Management, LLC | 100% |
| Hamlet HMA PPM, LLC | 100% |
| Hamlet PPM, LLC | 100% |
| Harrison HMA, LLC | 100% |
| Harrison HMA Physician Management, LLC | 100% |
| Hartsville ENT, LLC | 100% |
| Hartsville HMA, LLC | 98.36% |
| Hartsville HMA Physician Management, LLC | 100% |
| Hartsville Medical Group, LLC | 100% |
| Hartsville PPM, LLC | 100% |
| Health Management Associates, LP | 100% |
| Health Management Associates, Inc. | 100% |
| Fed PAC, LLC | 100% |
| Health Management Associates, LP | 100% |
| Health Management General Partner, LLC | 100% |
| Health Management General Partner I, LLC | 100% |
| Health Management Information Technology, LLC | 100% |
| Health Management Intellectual Properties, LLC | 100% |
| Health Management Physician Associates, LLC | 100% |
| Hernando HMA, LLC | 97.16% |
| Hernando HMA Ancillary, LLC | 100% |
| HMA ASC Holdings, LLC | 100% |
| HMA ASCOA Holdings, LLC | 100% |
| HMA-ASCOA Investments, LLC | 51% |
| HMA Bayflite Services, LLC | 100% |
| HMA Blue Chip Holdings, LLC | 100% |
| HMA Blue Chip Investments, LLC | 51% |
| HMA CAT, LLC | 100% |
| HMA Employee Disaster Relief Fund, Inc. | 100% |
| HMA Fentress County General Hospital, LLC | 100% |
| HMA Foundation, Inc. | 100% |
| HMA Hospitals Holdings, LP | 100% |
| HMA Lake Shore, Inc. | 100% |
| HMA Leasing, LLC | 100% |
| HMA MRI, LLC | 100% |
| HMA Oklahoma Clearing Service, LLC | 100% |
| HMA Physician Practice Management, LLC | 100% |

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| HMA Professional Services Group, LP | 99% |
| HMA Regent Holdings, LLC | 100% |
| HMA Santa Rosa Medical Center, LLC | 100% |
| HMA Services GP, LLC( | 100% |
| HMA SunCrest Holdings, LLC | 100% |
| Hospital Management Associates, LLC | 100% |
| Hospital Management Services of Florida, LP | 100% |
| ICSE Leasing Corp. | 100% |
| Innovations Surgery Center, LLC | 100% |
| Insurance Company of the Southeast, Ltd. | 100% |
| Integris Blackwell Home Health & Hospice, LLC | 100% |
| Integris Clinton Home Health & Hospice, LLC | 100% |
| Integris HMA, LLC | 80% |
| Jackson HMA, LLC | 100% |
| Jackson HMA North Medical Office Building, LLC | 100% |
| Jamestown HMA Leasing, LLC | 100% |
| Jamestown HMA Physician Management, LLC | 100% |
| Jasper Medical Group, LLC | 100% |
| Jefferson County HMA, LLC | 100% |
| Kennett HMA, LLC | 100% |
| Kennett HMA Physician Management, LLC | 100% |
| Keystone HMA Property Management, LLC | 100% |
| Key West HMA, LLC | 100% |
| Key West HMA Physician Management, LLC | 100% |
| Knoxville HMA Cardiology PPM, LLC | 100% |
| Knoxville HMA Development, LLC | 100% |
| Knoxville HMA Family Services, LLC | 100% |
| Knoxville HMA Holdings, LLC | 100% |
| Knoxville HMA Homecare DME & Hospice, LLC | 100% |
| Knoxville HMA JV Holdings, LLC | 100% |
| Knoxville HMA Mission Services, LLC | 100% |
| Knoxville HMA Physician Management, LLC | 100% |
| Knoxville HMA Wellness Center, LLC | 100% |
| Lake Shore HMA, LLC | 60% |
| Lake Shore HMA Medical Group, LLC | 100% |
| Lancaster HMA, LLC | 98.73% |
| Lake Shore HMA, LLC | 60% |
| Lake Shore HMA Medical Group, LLC | 100% |
| Lancaster HMA, LLC | 98.73% |
| Lancaster HMA Physician Management, LLC | 100% |
| Lancaster Medical Group, LLC | 100% |
| Lancaster Medical Group HMA, LLC | 100% |
| Lancaster Outpatient Imaging, LLC | 100% |
| Lebanon HMA, LLC | 98.27% |
| Lebanon HMA Leasing, LLC | 100% |

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| Lebanon HMA Physician Management, LLC | 100% |
| Lebanon HMA Surgery Center, LLC | 100% |
| Lehigh HMA, LLC | 100% |
| Lehigh HMA Physician Management, LLC | 100% |
| Little Rock HMA, Inc. | 100% |
| Live Oak HMA, LLC | 60% |
| Live Oak HMA Medical Group, LLC | 100% |
| Lone Star HMA, L.P. | 100% |
| Lone Star HMA Physician Management, Inc. | 100% |
| Louisburg H.M.A, LLC | 100% |
| Louisburg HMA Physician Management, LLC | 100% |
| Louisburg PPM, LLC | 100% |
| Madison HMA,LLC | 100% |
| Madison HMA Physician Management, LLC | 100% |
| Marathon H.M.A., LLC | 100% |
| Marathon HMA Medical Group, LLC | 100% |
| Marshall County HMA, LLC | 100% |
| Marshall County HMPN, LLC | 100% |
| Mayes County HMA, LLC | 100% |
| Mayes County HMA Home Health, LLC | 100% |
| Mayes County HMPN, LLC | 100% |
| Melbourne HMA, LLC | 100% |
| Melbourne HMA Medical Group, LLC | 100% |
| Meridian HMA Clinic Management, LLC | 100% |
| Meridian HMA, LLC | 100% |
| Meridian HMA Nursing Home, LLC | 100% |
| Mesquite HMA General, LLC | 100% |
| Metro Knoxville HMA, LLC | 100% |
| Midwest City HMA Physician Management, LLC | 100% |
| Midwest HMA Home Health, LLC | 100% |
| Midwest Regional Medical Center, LLC | 98.60% |
| Mississippi Health Management Medical Education Fund, LLC | 100% |
| Mississippi HMA DME, LLC | 100% |
| Mississippi HMA Holdings I, LLC | 99% |
| Mississippi HMA Holdings II, LLC | 99% |
| Mississippi HMA Hospitalists, LLC | 100% |
| Mississippi HMA Regional Service Center, LLC | 100% |
| Mississippi HMA Urgent Care, LLC | 100% |
| Mississippi HMA Ventures, LLC | 100% |
| Monroe Diagnostic Testing Centers, LLC | 100% |
| Monroe HMA, LLC | 100% |
| Monroe HMA Physician Management, LLC | 100% |
| Mooresville HMA Investors, LLC | 98.63% |
| Mooresville HMA Physician Management, LLC | 100% |
| Mooresville Hospital Management Associates, LLC | 100% |

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| Mooresville PPM, LLC | 100% |
| Munroe HMA HMPN, LLC | 100% |
| Munroe HMA Holdings, LLC | 100% |
| Munroe HMA Hospital, LLC | 100% |
| Munroe HMA Investments, LLC | 100% |
| Munroe HMA Physician Health Partners, LLC | 100% |
| Naples HMA, LLC | 100% |
| Natchez Community Hospital, LLC | 83% |
| Natchez HMA Physician Management, LLC | 100% |
| North Carolina HMA Regional Service Center, LLC | 100% |
| North Port HMA, LLC | 100% |
| Oklahoma HMA Urgent Care, LLC | 100% |
| OsceolaSC, LLC | 80% |
| Osler HMA Medical Group, LLC | 100% |
| Oviedo HMA, LLC | 100% |
| Paintsville HMA Physician Management, LLC | 100% |
| Paintsville Hospital Company, LLC | 97.02% |
| Pasco Hernando HMA Physician Management, LLC | 100% |
| Pasco Regional Medical Center, LLC | 90.81% |
| PBEC HMA, Inc. | 100% |
| Peace River HMA Nursing Center, LLC | 100% |
| Personal Home Health Care, LLC | 100% |
| Physicians Regional Marco Island, LLC | 100% |
| Poinciana HMA, LLC | 100% |
| Poplar Bluff Regional Medical Center, LLC | 100% |
| Poplar Bluff HMA Physician Management, LLC | 100% |
| Port Charlotte HMA, LLC | 100% |
| Port Charlotte HMA Physician Management, LLC | 100% |
| Preferred Nurse Staffing, LLC | 100% |
| Punta Gorda HMA, LLC | 100% |
| Punta Gorda HMA Physician Management, LLC | 100% |
| Rankin Cardiology Center, LLC | 100% |
| River Oaks Hospital, LLC | 100% |
| River Oaks Management Company, LLC | 100% |
| River Oaks Medical Office Building, LLC | 100% |
| Riverpark Community Cath Lab, LLC | 100% |
| Riverview Regional Medical Center, LLC | 88.51% |
| Rockledge HMA, LLC | 100% |
| Rockledge HMA Convenient Care, LLC | 100% |
| Rockledge HMA Medical Group, LLC | 100% |
| Rockledge HMA Urgent Care, LLC | 100% |
| ROH, LLC | 100% |
| Rose City HMA, LLC | 89.90% |
| Rose City HMA Medical Group, LLC | 100% |
| Santa Rosa HMA Physician Management, LLC | 100% |

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| Santa Rosa HMA Urgent Care, LLC | 100% |
| Scott County HMA, LLC | 100% |
| Sebastian HMA Physician Management, LLC | 100% |
| Sebastian Hospital, LLC | 100% |
| Sebring HMA Physician Management, LLC | 100% |
| Sebring Hospital Management Associates, LLC | 100% |
| Seminole HMA, LLC | 100% |
| Seminole HMPN, LLC | 100% |
| Southeast HMA Holdings, LLC | 99% |
| Southwest Florida HMA Holdings, LLC | 99% |
| Southwest Physicians Risk Retention Group, Inc. | 51% |
| Sparks PremierCare, L.L.C. | 100% |
| Spring Hill HMA Medical Group, LLC | 100% |
| Spring Hill HMA Physician Management, LLC | 100% |
| St. Cloud HMA Physician Management, LLC | 100% |
| St. Cloud Physician Management, LLC | 100% |
| St. Mary's Ambulatory Surgery Center, LLC | 100% |
| Starke HMA, LLC | 60% |
| Starke HMA Medical Group, LLC | 100% |
| Statesboro HMA Medical Group, LLC | 100% |
| Statesboro HMA Physician Management, LLC | 100% |
| Statesville HMA, LLC | 100% |
| Statesville HMA Medical Group, LLC | 100% |
| Statesville HMA Physician Management, LLC | 100% |
| Statesville PPM, LLC | 100% |
| Sumter HMA, LLC | 100% |
| Surgery Center of Midwest City, LLC | 65.7680% |
| Tennessee HMA Holdings, LP | 99% |
| Tennessee HMA Regional Service Center, LLC | 100% |
| The Surgery Center, LLC | 100% |
| The Surgery Center at Durant, LLC | 100% |
| Tullahoma HMA, LLC | 94.27% |
| Tullahoma HMA Leasing, LLC | 100% |
| Tullahoma HMA Physician Management, LLC | 100% |
| Van Buren H.M.A., LLC | 100% |
| Van Buren HMA Central Business Office, LLC | 100% |
| Venice HMA, LLC | 100% |
| Vicksburg HMA Physician Management, LLC | 100% |
| Wauchula HMA Physician Management, LLC | 100% |
| Williamson HMA Physician Management, LLC | 100% |
| Williamson Memorial Hospital, LLC | 95.84% |
| Winder HMA, LLC | 100% |
| Women's Health Specialists of Carlisle, LLC | 100% |
| Yakima HMA, LLC | 100% |
| Yakima HMA Home Health, LLC | 100% |
| Yakima HMA Physician Management, LLC | 100% |

**Schedules 3.19(a)**
**UCC Filing Offices**

| | Entity Name | Jurisdiction of Formation | Filing Office |
|---|---|---|---|
| 1. | Centre Hospital Corporation | Alabama | Secretary of State of the State of Alabama |
| 2. | Foley Hospital Corporation | Alabama | Secretary of State of the State of Alabama |
| 3. | Fort Payne Hospital Corporation | Alabama | Secretary of State of the State of Alabama |
| 4. | Greenville Hospital Corporation | Alabama | Secretary of State of the State of Alabama |
| 5. | QHG of Enterprise, Inc. | Alabama | Secretary of State of the State of Alabama |
| 6. | Bullhead City Hospital Corporation | Arizona | Secretary of State of the State of Arizona |
| 7. | Payson Hospital Corporation | Arizona | Secretary of State of the State of Arizona |
| 8. | Forrest City Arkansas Hospital Company, LLC | Arkansas | Secretary of State of the State of Arkansas |
| 9. | Forrest City Hospital Corporation | Arkansas | Secretary of State of the State of Arkansas |
| 10. | MCSA, L.L.C. | Arkansas | Secretary of State of the State of Arkansas |
| 11. | Phillips Hospital Corporation | Arkansas | Secretary of State of the State of Arkansas |
| 12. | QHG of Springdale, Inc. | Arkansas | Secretary of State of the State of Arkansas |
| 13. | Triad-El Dorado, Inc. | Arkansas | Secretary of State of the State of Arkansas |
| 14. | Abilene Hospital, LLC | Delaware | Secretary of State of the State of Delaware |
| 15. | Abilene Merger, LLC | Delaware | Secretary of State of the State of Delaware |
| 16. | Affinity Health Systems, LLC | Delaware | Secretary of State of the State of Delaware |
| 17. | Affinity Hospital, LLC | Delaware | Secretary of State of the State of Delaware |
| 18. | Berwick Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 19. | Birmingham Holdings II, LLC | Delaware | Secretary of State of the State of Delaware |
| 20. | Birmingham Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 21. | Blue Island Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 22. | Blue Island Illinois Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 23. | Bluefield Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 24. | Bluefield Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 25. | Bluffton Health System LLC | Delaware | Secretary of State of the State of Delaware |
| 26. | Brownwood Hospital, L.P. | Delaware | Secretary of State of the State of Delaware |
| 27. | Brownwood Medical Center, LLC | Delaware | Secretary of State of the State of Delaware |
| 28. | Bullhead City Hospital Investment Corporation | Delaware | Secretary of State of the State of Delaware |
| 29. | Carlsbad Medical Center, LLC | Delaware | Secretary of State of the State of Delaware |
| 30. | CHS/Community Health Systems, Inc. | Delaware | Secretary of State of the State of Delaware |
| 31. | CHHS Holdings, LLC | Delaware | Secretary of State of the State of Delaware |

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| 32. | CHS Kentucky Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 33. | CHS Pennsylvania Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 34. | CHS Virginia Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 35. | CHS Washington Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 36. | Clarksville Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 37. | Clarksville Holdings II, LLC | Delaware | Secretary of State of the State of Delaware |
| 38. | Cleveland Tennessee Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 39. | College Station Hospital, L.P. | Delaware | Secretary of State of the State of Delaware |
| 40. | College Station Medical Center, LLC | Delaware | Secretary of State of the State of Delaware |
| 41. | College Station Merger, LLC | Delaware | Secretary of State of the State of Delaware |
| 42. | Community GP Corp. | Delaware | Secretary of State of the State of Delaware |
| 43. | Community Health Investment Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 44. | Community Health Systems, Inc. | Delaware | Secretary of State of the State of Delaware |
| 45. | Community LP Corp. | Delaware | Secretary of State of the State of Delaware |
| 46. | CP Hospital GP, LLC | Delaware | Secretary of State of the State of Delaware |
| 47. | CPLP, LLC | Delaware | Secretary of State of the State of Delaware |
| 48. | Crestwood Hospital LP, LLC | Delaware | Secretary of State of the State of Delaware |
| 49. | Crestwood Hospital, LLC | Delaware | Secretary of State of the State of Delaware |
| 50. | CSMC, LLC | Delaware | Secretary of State of the State of Delaware |
| 51. | CSRA Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 52. | Deaconess Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 53. | Deaconess Hospital Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 54. | Desert Hospital Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 55. | Detar Hospital, LLC | Delaware | Secretary of State of the State of Delaware |
| 56. | DHFW Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 57. | DHSC, LLC | Delaware | Secretary of State of the State of Delaware |
| 58. | Dukes Health System, LLC | Delaware | Secretary of State of the State of Delaware |
| 59. | Fallbrook Hospital Corporation | Delaware | Secretary of State of the State of Delaware |
| 60. | Gadsden Regional Medical Center, LLC | Delaware | Secretary of State of the State of Delaware |
| 61. | GRMC Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 62. | Hallmark Healthcare Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 63. | Hobbs Medco, LLC | Delaware | Secretary of State of the State of Delaware |
| 64. | Hospital of Barstow, Inc. | Delaware | Secretary of State of the State of Delaware |
| 65. | Kirksville Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 66. | Lancaster Hospital Corporation | Delaware | Secretary of State of the State of Delaware |
| 67. | Las Cruces Medical Center, LLC | Delaware | Secretary of State of the State of Delaware |

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| 68. | Lea Regional Hospital, LLC | Delaware | Secretary of State of the State of Delaware |
| 69. | Longview Clinic Operations Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 70. | Longview Medical Center, L.P. | Delaware | Secretary of State of the State of Delaware |
| 71. | Longview Merger, LLC | Delaware | Secretary of State of the State of Delaware |
| 72. | LRH, LLC | Delaware | Secretary of State of the State of Delaware |
| 73. | Lutheran Health Network of Indiana, LLC | Delaware | Secretary of State of the State of Delaware |
| 74. | Massillon Community Health System LLC | Delaware | Secretary of State of the State of Delaware |
| 75. | Massillon Health System LLC | Delaware | Secretary of State of the State of Delaware |
| 76. | Massillon Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 77. | McKenzie Tennessee Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 78. | Medical Center of Brownwood, LLC | Delaware | Secretary of State of the State of Delaware |
| 79. | Merger Legacy Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 80. | MMC of Nevada, LLC | Delaware | Secretary of State of the State of Delaware |
| 81. | Moberly Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 82. | MWMC Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 83. | Nanticoke Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 84. | National Healthcare of Leesville, Inc. | Delaware | Secretary of State of the State of Delaware |
| 85. | National Healthcare of Mt. Vernon, Inc. | Delaware | Secretary of State of the State of Delaware |
| 86. | National Healthcare of Newport, Inc. | Delaware | Secretary of State of the State of Delaware |
| 87. | Navarro Hospital, L.P. | Delaware | Secretary of State of the State of Delaware |
| 88. | Navarro Regional, LLC | Delaware | Secretary of State of the State of Delaware |
| 89. | Northampton Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 90. | Northwest Hospital, LLC | Delaware | Secretary of State of the State of Delaware |
| 91. | Northwest Arkansas Hospitals, LLC | Delaware | Secretary of State of the State of Delaware |
| 92. | NOV Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 93. | NRH, LLC | Delaware | Secretary of State of the State of Delaware |
| 94. | Oro Valley Hospital, LLC | Delaware | Secretary of State of the State of Delaware |
| 95. | Palmer-Wasilla Health System, LLC | Delaware | Secretary of State of the State of Delaware |
| 96. | Peckville Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 97. | Pennsylvania Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 98. | Phoenixville Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 99. | Pottstown Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 100. | QHG Georgia Holdings II, LLC | Delaware | Secretary of State of the State of Delaware |
| 101. | QHG of Bluffton Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 102. | QHG of Fort Wayne Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 103. | QHG of Warsaw Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 104. | Quorum Health Resources, LLC | Delaware | Secretary of State of the State of Delaware |

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| 105. | Regional Hospital of Longview, LLC | Delaware | Secretary of State of the State of Delaware |
| 106. | Ruston Hospital Corporation | Delaware | Secretary of State of the State of Delaware |
| 107. | Ruston Louisiana Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 108. | SACMC, LLC | Delaware | Secretary of State of the State of Delaware |
| 109. | San Angelo Community Medical Center, LLC | Delaware | Secretary of State of the State of Delaware |
| 110. | San Angelo Medical, LLC | Delaware | Secretary of State of the State of Delaware |
| 111. | Scranton Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 112. | Scranton Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 113. | Scranton Quincy Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 114. | Scranton Quincy Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 115. | Siloam Springs Arkansas Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 116. | Siloam Springs Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 117. | Southern Texas Medical Center, LLC | Delaware | Secretary of State of the State of Delaware |
| 118. | Spokane Valley Washington Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 119. | Spokane Washington Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 120. | Tennyson Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 121. | Tomball Texas Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 122. | Tomball Texas Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 123. | Triad Healthcare Corporation | Delaware | Secretary of State of the State of Delaware |
| 124. | Triad Holdings III, LLC | Delaware | Secretary of State of the State of Delaware |
| 125. | Triad Holdings IV, LLC | Delaware | Secretary of State of the State of Delaware |
| 126. | Triad Holdings V, LLC | Delaware | Secretary of State of the State of Delaware |
| 127. | Triad Nevada Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 128. | Triad of Alabama, LLC | Delaware | Secretary of State of the State of Delaware |
| 129. | Triad of Oregon, LLC | Delaware | Secretary of State of the State of Delaware |
| 130. | Triad-ARMC, LLC | Delaware | Secretary of State of the State of Delaware |
| 131. | Triad-Navarro Regional Hospital Subsidiary, LLC | Delaware | Secretary of State of the State of Delaware |
| 132. | Tunkhannock Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 133. | VHC Medical, LLC | Delaware | Secretary of State of the State of Delaware |
| 134. | Vicksburg Healthcare, LLC | Delaware | Secretary of State of the State of Delaware |
| 135. | Victoria Hospital, LLC | Delaware | Secretary of State of the State of Delaware |
| 136. | Victoria of Texas, L.P. | Delaware | Secretary of State of the State of Delaware |
| 137. | Warren Ohio Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 138. | Warren Ohio Rehab Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |

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| 139. | Watsonville Hospital Corporation | Delaware | Secretary of State of the State of Delaware |
| 140. | Webb Hospital Corporation | Delaware | Secretary of State of the State of Delaware |
| 141. | Webb Hospital Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 142. | Wesley Health System LLC | Delaware | Secretary of State of the State of Delaware |
| 143. | West Grove Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 144. | WHMC, LLC | Delaware | Secretary of State of the State of Delaware |
| 145. | Wilkes-Barre Behavioral Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 146. | Wilkes-Barre Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 147. | Wilkes-Barre Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 148. | Women & Children's Hospital, LLC | Delaware | Secretary of State of the State of Delaware |
| 149. | Woodland Heights Medical Center, LLC | Delaware | Secretary of State of the State of Delaware |
| 150. | Woodward Health System, LLC | Delaware | Secretary of State of the State of Delaware |
| 151. | York Pennsylvania Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 152. | Youngstown Ohio Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 153. | York Pennsylvania Hospital Company, LLC | Delaware | Secretary of State of the State of Delaware |
| 154. | QHG Georgia Holdings, Inc. | Georgia | Office of the Clerk of any Superior Court |
| 155. | QHG Georgia, LP | Georgia | Office of the Clerk of any Superior Court |
| 156. | Anna Hospital Corporation | Illinois | Secretary of State of the State of Illinois |
| 157. | Galesburg Hospital Corporation | Illinois | Secretary of State of the State of Illinois |
| 158. | Granite City Hospital Corporation | Illinois | Secretary of State of the State of Illinois |
| 159. | Granite City Illinois Hospital Company, LLC | Illinois | Secretary of State of the State of Illinois |
| 160. | Marion Hospital Corporation | Illinois | Secretary of State of the State of Illinois |
| 161. | Red Bud Hospital Corporation | Illinois | Secretary of State of the State of Illinois |
| 162. | Red Bud Illinois Hospital Company, LLC | Illinois | Secretary of State of the State of Illinois |
| 163. | Waukegan Hospital Corporation | Illinois | Secretary of State of the State of Illinois |
| 164. | Waukegan Illinois Hospital Company, LLC | Illinois | Secretary of State of the State of Illinois |
| 165. | Frankfort Health Partner, Inc. | Indiana | Secretary of State of the State of Indiana |
| 166. | QHG of Clinton County, Inc. | Indiana | Secretary of State of the State of Indiana |
| 167. | Hospital of Fulton, Inc. | Kentucky | Secretary of State of the State of Kentucky |
| 168. | Hospital of Louisa, Inc. | Kentucky | Secretary of State of the State of Kentucky |
| 169. | Jackson Hospital Corporation | Kentucky | Secretary of State of the State of Kentucky |
| 170. | QHG of Forrest County, Inc. | Mississippi | Secretary of State of the State of Mississippi |
| 171. | QHG of Hattiesburg, Inc. | Mississippi | Secretary of State of the State of Mississippi |
| 172. | River Region Medical Corporation | Mississippi | Secretary of State of the State of Mississippi |
| 173. | NC-DSH, LLC | Nevada | Secretary of State of the State of Nevada |

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| 174. | Salem Hospital Corporation | New Jersey | New Jersey Department of Treasury/Division of Revenue |
| 175. | Deming Hospital Corporation | New Mexico | Secretary of State of the State of New Mexico |
| 176. | Roswell Hospital Corporation | New Mexico | Secretary of State of the State of New Mexico |
| 177. | San Miguel Hospital Corporation | New Mexico | Secretary of State of the State of New Mexico |
| 178. | Williamston Hospital Corporation | North Carolina | Secretary of State of the State of North Carolina |
| 179. | QHG of Massillon, Inc. | Ohio | Secretary of State of the State of Ohio |
| 180. | Kay County Hospital Corporation | Oklahoma | Secretary of State of the State of Oklahoma |
| 181. | Kay County Oklahoma Hospital Company, LLC | Oklahoma | Secretary of State of the State of Oklahoma |
| 182. | Clinton Hospital Corporation | Pennsylvania | Secretary of the Commonwealth |
| 183. | Coatesville Hospital Corporation | Pennsylvania | Secretary of the Commonwealth |
| 184. | QHG of South Carolina, Inc. | South Carolina | Secretary of State of the State of South Carolina |
| 185. | QHG of Spartanburg, Inc. | South Carolina | Secretary of State of the State of South Carolina |
| 186. | Brownsville Hospital Corporation | Tennessee | Secretary of State of the State of Tennessee |
| 187. | Cleveland Hospital Corporation | Tennessee | Secretary of State of the State of Tennessee |
| 188. | Dyersburg Hospital Corporation | Tennessee | Secretary of State of the State of Tennessee |
| 189. | Hospital of Morristown, Inc. | Tennessee | Secretary of State of the State of Tennessee |
| 190. | Jackson Hospital Corporation | Tennessee | Secretary of State of the State of Tennessee |
| 191. | Lakeway Hospital Corporation | Tennessee | Secretary of State of the State of Tennessee |
| 192. | Lexington Hospital Corporation | Tennessee | Secretary of State of the State of Tennessee |
| 193. | Martin Hospital Corporation | Tennessee | Secretary of State of the State of Tennessee |
| 194. | McNairy Hospital Corporation | Tennessee | Secretary of State of the State of Tennessee |
| 195. | Shelbyville Hospital Corporation | Tennessee | Secretary of State of the State of Tennessee |
| 196. | Big Bend Hospital Corporation | Texas | Secretary of State of the State of Texas |
| 197. | Big Spring Hospital Corporation | Texas | Secretary of State of the State of Texas |
| 198. | Granbury Hospital Corporation | Texas | Secretary of State of the State of Texas |
| 199. | Jourdanton Hospital Corporation | Texas | Secretary of State of the State of Texas |
| 200. | Weatherford Hospital Corporation | Texas | Secretary of State of the State of Texas |
| 201. | Weatherford Texas Hospital Company, LLC | Texas | Secretary of State of the State of Texas |
| 202. | Tooele Hospital Corporation | Utah | Division of Corporations and Commercial Code |
| 203. | Emporia Hospital Corporation | Virginia | State Corporation Commission |
| 204. | Franklin Hospital Corporation | Virginia | State Corporation Commission |
| 205. | Virginia Hospital Company, LLC | Virginia | State Corporation Commission |
| 206. | Oak Hill Hospital Corporation | West Virginia | Secretary of State of the State of West Virginia |
| 207. | Evanston Hospital Corporation | Wyoming | Secretary of State of the State of Wyoming |

**HMA Entities**:

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| 1. | Fort Smith HMA, LLC | Arkansas | Secretary of State of the State of Arkansas |
| 2. | VAN BUREN H.M.A., LLC | Arkansas | Secretary of State of the State of Arkansas |
| 3. | Carolinas JV Holdings General, LLC | Delaware | Secretary of State of the State of Delaware |
| 4. | Carolinas JV Holdings, L.P. | Delaware | Secretary of State of the State of Delaware |
| 5. | Central Florida HMA Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 6. | Central States HMA Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 7. | Florida HMA Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 8. | Health Management Associates, Inc. | Delaware | Secretary of State of the State of Delaware |
| 9. | Health Management Associates, LP | Delaware | Secretary of State of the State of Delaware |
| 10. | Health Management General Partner, LLC | Delaware | Secretary of State of the State of Delaware |
| 11. | HMA Hospitals Holdings, LP | Delaware | Secretary of State of the State of Delaware |
| 12. | Lone Star HMA, L.P. | Delaware | Secretary of State of the State of Delaware |
| 13. | Mesquite HMA General, LLC | Delaware | Secretary of State of the State of Delaware |
| 14. | Mississippi HMA Holdings I, LLC | Delaware | Secretary of State of the State of Delaware |
| 15. | Mississippi HMA Holdings II, LLC | Delaware | Secretary of State of the State of Delaware |
| 16. | Southeast HMA Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 17. | Southwest Florida HMA Holdings, LLC | Delaware | Secretary of State of the State of Delaware |
| 18. | Bartow HMA, LLC | Florida | Secretary of State of the State of Florida |
| 19. | Brevard HMA Holdings, LLC | Florida | Secretary of State of the State of Florida |
| 20. | Brevard HMA Hospitals, LLC | Florida | Secretary of State of the State of Florida |
| 21. | Citrus HMA, LLC | Florida | Secretary of State of the State of Florida |
| 22. | HMA Santa Rosa Medical Center, LLC | Florida | Secretary of State of the State of Florida |
| 23. | Hospital Management Associates, LLC | Florida | Secretary of State of the State of Florida |
| 24. | Key West HMA, LLC | Florida | Secretary of State of the State of Florida |
| 25. | Lehigh HMA, LLC | Florida | Secretary of State of the State of Florida |
| 26. | Melbourne HMA, LLC | Florida | Secretary of State of the State of Florida |
| 27. | Naples HMA, LLC | Florida | Secretary of State of the State of Florida |
| 28. | Port Charlotte HMA, LLC | Florida | Secretary of State of the State of Florida |
| 29. | Punta Gorda HMA, LLC | Florida | Secretary of State of the State of Florida |
| 30. | Rockledge HMA, LLC | Florida | Secretary of State of the State of Florida |
| 31. | Sebastian Hospital, LLC | Florida | Secretary of State of the State of Florida |
| 32. | Sebring Hospital Management Associates, LLC | Florida | Secretary of State of the State of Florida |
| 33. | Venice HMA, LLC | Florida | Secretary of State of the State of Florida |
| 34. | Monroe HMA, LLC | Georgia | Office of the Clerk of any Superior Court |
| 35. | Winder HMA, LLC | Georgia | Office of the Clerk of any Superior Court |
| 36. | Amory HMA, LLC | Mississippi | Secretary of State of the State of Mississippi |

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|---|---|---|---|
| 37. | Biloxi H.M.A., LLC | Mississippi | Secretary of State of the State of Mississippi |
| 38. | Brandon HMA, LLC | Mississippi | Secretary of State of the State of Mississippi |
| 39. | Clarksdale HMA, LLC | Mississippi | Secretary of State of the State of Mississippi |
| 40. | Jackson HMA, LLC | Mississippi | Secretary of State of the State of Mississippi |
| 41. | Madison HMA, LLC | Mississippi | Secretary of State of the State of Mississippi |
| 42. | River Oaks Hospital, LLC | Mississippi | Secretary of State of the State of Mississippi |
| 43. | ROH, LLC | Mississippi | Secretary of State of the State of Mississippi |
| 44. | Kennett HMA, LLC | Missouri | Secretary of State of the State of Missouri |
| 45. | Poplar Bluff Regional Medical Center, LLC | Missouri | Secretary of State of the State of Missouri |
| 46. | Hamlet H.M.A., LLC | North Carolina | Secretary of State of the State of North Carolina |
| 47. | Statesville HMA, LLC | North Carolina | Secretary of State of the State of North Carolina |
| 48. | Carlisle HMA, LLC | Pennsylvania | Secretary of the Commonwealth |
| 49. | Chester HMA, LLC | South Carolina | Secretary of State of the State of South Carolina |
| 50. | Campbell County HMA, LLC | Tennessee | Secretary of State of the State of Tennessee |
| 51. | Cocke County HMA, LLC | Tennessee | Secretary of State of the State of Tennessee |
| 52. | HMA Fentress County General Hospital, LLC | Tennessee | Secretary of State of the State of Tennessee |
| 53. | Jefferson County HMA, LLC | Tennessee | Secretary of State of the State of Tennessee |
| 54. | Knoxville HMA Holdings, LLC | Tennessee | Secretary of State of the State of Tennessee |
| 55. | Metro Knoxville HMA, LLC | Tennessee | Secretary of State of the State of Tennessee |
| 56. | Yakima HMA, LLC | Washington | Secretary of State of the State of Washington |

## Schedule 6.01
## Existing Indebtedness

Please also see Schedule 1.01(a)

**CHS Miscellaneous Debt:**

| | | $ amounts in thousands |
|---|---|---|
| Fannin RH - Blue Ridge, GA 0102 | Pump station | 123 |
| Carolina Surg Cntr - Lancaster, SC 0408 | First Citizens Bank | 2410 |
| San Angelo Comm MC - San Angelo, TX 1574 | | 95 |
| Tomball ASC-Tomball, TX 3775 | Const Loan - Woodforest Bk | 2885 |
| Tomball ASC-Tomball, TX 3775 | Equip Loan - Woodforest Bk | 364 |
| | **TOTAL** | 5877 |

**CHS Capital Leases:**

| | | $ amounts in thousands |
|---|---|---|
| Hill Regional - Hillsboro, TX 0134 | capital lease | 7,383 |
| Scenic Mountn - Big Spring, TX 0135 | capital lease | 0 |
| Brandywine Hosp - Coatesville, PA 0167 | capital lease | 9,315 |
| Jennersville - West Grove, PA 0170 | capital lease | 116 |
| Southside RMC - Petersburg, VA 0188 | capital lease | 6,915 |
| Chestnut Hill - Philadelphia, PA 0191 | capital lease | 241 |
| Carolina Surg Cntr - Lancaster, SC 0408 | capital lease | 534 |
| Evanston Clinic Corp - Evanston, WY 0659 | capital lease | 0 |
| Village MC Assoc - Coatsville, PA 0767 | capital lease | 0 |
| Deaconess MC - Spokane, WA 1501 | capital lease | 5,709 |
| Wlks-Brr Hosp Co - Wilkes-Barre, PA 1507 | capital lease | 141 |
| Nrthwest Med Cntr - Bentonville, AR 1516 | capital lease | 15 |
| Carolinas Hospital System - Marion 1523 | capital lease | 48 |
| Lutheran Hospital - Ft. Wayne, IN 1525 | capital lease | 0 |
| Memorial Hospital - York, PA 1538 | capital lease | 798 |
| St. Joseph Hosp - Fort Wayne, IN 1545 | capital lease | 0 |
| MCSA, LLC - El Dorado, AR 1548 | capital lease | 22 |
| Northwest MC - Springdale, AR 1550 | capital lease | 21 |
| Dupont Hospital - Ft Wayne, IN 1554 | capital lease | 4 |
| Bluefield RMC - Bluefield, WV 1558 | capital lease | 7 |
| Metro South Med Center-Blue Island, IL | capital lease | 286 |
| Brownwood RMC - Brownwood, TX 1570 | capital lease | 197 |
| Affinity Hosp, LLC - Birmingham, AL 1583 | capital lease | 4,934 |
| Carlsbad MC - Carlsbad, NM 1589 | capital lease | 111 |
| Carolinas Hosp Sys - Florence, SC 1595 | capital lease | 285 |
| Reg Hosp of Scranton-Scranton, PA 1640 | capital lease | 303 |
| Tyler Mem Hosp-Tunkhannock, PA 1685 | capital lease | 22 |
| Woodward Reg Hosp - Woodward, OK 1712 | capital lease | 5,601 |

| | | |
|---|---|---|
| Moses Taylor Hospital-Scranton, PA | capital lease | 680 |
| Mid Valley Hospital-Peckville, PA | capital lease | 0 |
| LMG - BMA - Ft Wayne, IN 6025 | capital lease | 9 |
| Lutheran Medical Grp - Ft.Wayne, IN 6225 | capital lease | 0 |
| Brownwood Clinic Ops - Brownwood, TX 6270 | capital lease | 23 |
| Dcnss Phys Clnc - Oklahoma City, OK 6568 | capital lease | 88 |
| Moses Taylor Clinic Co-Scranton, PA | capital lease | 68 |
| Longview Clinic Ops-Longview, TX 6968 | capital lease | 49 |
| QHR - Plano, TX 8417 | capital lease | 12 |
| | **TOTAL CAP LEASES** | 43,941 |

**CHS Physician Loans:**

| | | $ amounts in thousands |
|---|---|---|
| Fannin RH - Blue Ridge, GA 0102 | Physician Loan | 33 |
| Weatherford RMC - Weatherford, TX 0104 | Physician Loan | 32 |
| Lakeway RH - Morristown, TN 0116 | Physician Loan | 42 |
| Moberly RMC - Moberly, MO 0118 | Physician Loan | 26 |
| N Louisiana MC - Ruston, LA 0126 | Physician Loan | 0 |
| Hill Regional - Hillsboro, TX 0134 | Physician Loan | 17 |
| Porter Hosp - Valparaiso, IN 0137 | Physician Loan | 0 |
| Springs Mem - Lancaster, SC 0138 | Physician Loan | 30 |
| North Okaloosa - Crestview, FL 0141 | Physician Loan | 88 |
| Heartland RMC - Marion, IL 0143 | Physician Loan | 90 |
| Watsonville CH - Watsonville, CA 0152 | Physician Loan | 65 |
| Fallbrook Hosp - Fallbrook, CA 0153 | Physician Loan | 15 |
| Martin General - Williamston, NC 0154 | Physician Loan | 34 |
| Berwick HC - Berwick, PA 0155 | Physician Loan | 14 |
| W Arizona RMC - Bullhead City, AZ 0163 | Physician Loan | 0 |
| S Baldwin RMC - Foley, AL 0164 | Physician Loan | 80 |
| Northeast RMC - Kirksville, MO 0166 | Physician Loan | 25 |
| Brandywine Hosp - Coatesville, PA 0167 | Physician Loan | 0 |
| Easton Hosp - Easton, PA 0169 | Physician Loan | 20 |
| Jennersville - West Grove, PA 0170 | Physician Loan | 0 |
| Phoenixville - Phoenixville, PA 0177 | Physician Loan | 18 |
| Lake Wales MC - Lake Wales, FL 0178 | Physician Loan | 53 |
| McKenzie RH - McKenzie, TN 0182 | Physician Loan | 47 |
| Volunteer CH - Martin, TN 0184 | Physician Loan | 69 |
| Haywood Park - Brownsville, TN 0185 | Physician Loan | 0 |
| Pottstown Mem - Pottstown, PA 0187 | Physician Loan | 51 |
| Southside RMC - Petersburg, VA 0188 | Physician Loan | 165 |
| Laredo MC - Laredo, TX 0189 | Physician Loan | 132 |
| Galesburg Cot - Galesburg, IL 0190 | Physician Loan | 0 |
| Chestnut Hill - Philadelphia, PA 0191 | Physician Loan | 59 |

| | | |
|---|---|---|
| Heritage MC - Shelbyville, TN 0192 | Physician Loan | 274 |
| SkyRidge MC - Cleveland, TN 0193 | Physician Loan | 71 |
| DeKalb RMC - Fort Payne, AL 0198 | Physician Loan | 67 |
| Clinic Comp, LLC - Pottstown, PA 0787 | Physician Loan | 25 |
| Deaconess MC - Spokane, WA 1501 | Physician Loan | 0 |
| Wlks-Brr Hosp Co - Wilkes-Barre, PA 1507 | Physician Loan | 88 |
| Memorial Hosp - Siloam Springs, AR 1511 | Physician Loan | 27 |
| Affinity Med Ctr - Massillion, OH 0153 | Physician Loan | 90 |
| Nrthwest Med Cntr - Bentonville, AR 1516 | Physician Loan | 0 |
| Cedar Prk RMC (JV) - Cedar Park, TX 1521 | Physician Loan | 8 |
| Lutheran Hospital - Ft. Wayne, IN 1525 | Physician Loan | 25 |
| Oro Valley Hosp - Oro Valley, AZ 1528 | Physician Loan | 14 |
| Augusta Hosp, LLC - Augusta, GA 1536 | Physician Loan | 0 |
| Gateway MC - Clarksville, TN 1553 | Physician Loan | 0 |
| Dupont Hospital - Ft Wayne, IN 1554 | Physician Loan | 230 |
| Kosciusko Comm Hospital - Warsaw, IN | Physician Loan | 0 |
| Bluefield RMC - Bluefield, WV 1558 | Physician Loan | 0 |
| Deaconess Hosp - Oklahoma City, OK 1568 | Physician Loan | 0 |
| Brownwood RMC - Brownwood, TX 1570 | Physician Loan | 42 |
| Flowers Hospital - Dothan, AL 1572 | Physician Loan | 249 |
| San Angelo Comm MC - San Angelo, TX 1574 | Physician Loan | 33 |
| Affinity Hosp, LLC - Birmingham, AL 1583 | Physician Loan | 67 |
| Crestwood Hsp, LLC - Huntsville, AL 1584 | Physician Loan | 195 |
| Gadsden RMC - Gadsden, AL 1585 | Physician Loan | 272 |
| QHG of Entrprs INC - Enterprise, AL 1590 | Physician Loan | 166 |
| Wmn & Chldns Hsp - Lake Charles, LA 1604 | Physician Loan | 0 |
| Mry Blck Hlth Sys - Spartanburg, SC 1606 | Physician Loan | 60 |
| Detar Hospital - Victoria, TX 1611 | Physician Loan | 211 |
| DBA Woodland Hghts MC - Lufkin, TX 1626 | Physician Loan | 14 |
| Abilene RMC - Abilene, TX 1628 | Physician Loan | 120 |
| Reg Hosp of Scranton-Scranton, PA 1640 | Physician Loan | 72 |
| MAT-SU RMC - Palmer, AK 1645 | Physician Loan | 68 |
| Trumbull Mem Hosp - Warren, OH 1655 | Physician Loan | 47 |
| McKnze-Wllmtte MC - Springfield, OR 1706 | Physician Loan | 0 |
| Northwest Hosp - Tucson, AZ 1730 | Physician Loan | 14 |
| Moses Taylor Hospital-Scranton, PA | Physician Loan | 150 |
| Greenbrier Vlly MC - Ronceverte, WV 1878 | Physician Loan | 371 |
| Vlley Hsp & MC - Spokane Valley, WA 1911 | Physician Loan | 0 |
| Surgicare - Lake Charles, LA 3604 | Physician Loan | 26 |
| Abilene RMC - Abilene, TX 6328 | Physician Loan | 0 |
| Affnty Phys Svrvcs - Birmingham, AL 6583 | Physician Loan | 0 |
| | **TOTAL PHYSICIAN LOANS** | 4301 |

* *Debt aggregated by major type per facility.*

**HMA Equipment Leases**:

| Location | Description | Amount | Lessor | End Date |
|---|---|---|---|---|
| ANNISTON | PACS Storage | $139,522.00 | Agfa | 4/26/2017 |
| ANNISTON | PACS for Digital Mammography | $113,857.00 | Agfa | 5/24/2017 |
| CARLISLE | PACS Upgrade | $102,213.33 | Agfa | |
| CRYSTAL RIVER | PACS Storage | $ 122,497.37 | Agfa | 11/21/2016 |
| DALLAS REGIONAL | Cath/Echo Imaging Software/Equipment | $ 130,439.00 | Agfa | 6/20/2016 |
| GADSDEN | Cache | $ 133,997.00 | AGFA | 9/5/2018 |
| HARTSVILLE | Cache | $ 129,988.00 | AGFA | |
| KEY WEST | PACS Storage | $ 132,284.00 | Agfa | 6/20/2017 |
| LANCASTER REG | PACS | $ 209,433.00 | AGFA | |
| LANCASTER/ROSE CITY | Archive Upgrade EMC | $ 132,658.67 | Agfa | 2/11/2018 |
| LEBANON | Cache Disk Array | $ 122,497.37 | Agfa | 8/9/2016 |
| LEHIGH ACRES | MINI-PACS | $ 133,111.74 | Agfa | 5/31/2013 |
| LEHIGH ACRES | PACS | $ 205,819.30 | Agfa | 2/23/2014 |
| MONROE | PACS Storage | $ 89,466.67 | Agfa | 7/11/2016 |
| NAPLES - PR | Multi Cassette Processor | $ 137,386.59 | Agfa | 7/1/2017 |
| POPLAR BLUFF | CARDIOLOGY PACS SYSTEM | $ 304,007.48 | AGFA | 3/5/2015 |
| POPLAR BLUFF | Cache | $ 139,615.00 | AGFA | 4/26/2017 |
| POPLAR BLUFF | PACS | $ 240,635.11 | AGFA | |
| PORT CHARLOTTE | DIGITAL MAMMOS | $ 64,030.00 | AGFA | 4/27/2015 |
| PT CHARLOTTE | Archive Upgrade-EMC | $ 132,658.67 | AGFA | 11/16/2017 |
| SEBRING | MAMMOGRAPHY SYSTEM | $ 114,750.00 | AGFA | 1/12/2016 |
| STATESBORO | Cache Disk Array | $ 151,702.00 | AGFA | 4/16/2017 |
| VENICE | PACS Storage | $ 129,898.00 | Agfa | 5/6/2016 |
| VENICE - Gulf Coast | CR CASSETTE AND PLATE | $ 70,941.00 | AGFA | 4/16/2015 |
| WINDER | PACS SYSTEM | $ 418,613.00 | AGFA | 6/2/2014 |
| WUESTHOFF - ROCKLEDGE | PACS Upgrade | $ 1,390,574.00 | AGFA | 9/9/2016 |
| WUESTHOFF - ROCKLEDGE | IMPAX Archive System | $ 323,418.00 | Agfa | 9/9/2016 |
| BROOKSVILLE | Cache Disk Array | $ 152,180.00 | Agfa Finance | 10/13/2016 |
| WUESTHOFF -MELBOURNE | Nitrogen Generator (Q Trap Agreement) | $ 232,329.48 | Applied Biosystems | 2/28/2013 |

| | | | | |
|---|---|---|---|---|
| WUESTHOFF - MELBOURNE | Automated System for PCR Testing | $ 148,320.00 | B D Diagnostics | 4/30/2012 |
| BARTOW | ENT NAVIGATION SYSTEM | $ 107,520.00 | Bank of America | 2/1/2015 |
| BARTOW | MAKO System | $ 937,501.00 | Bank of America | 7/1/2015 |
| BILOXI | Makoplasty Robot | $ 1,117,080.00 | Bank of America | 10/1/2015 |
| CARLISLE | LINEAR ACCELERATOR | $ 2,740,267.00 | Bank of America | 7/1/2015 |
| CORP - | Mako Surgical Robot (11) | $ 845,000.00 | Bank of America | 3/30/2016 |
| CORP - | Mako Surgical Robot (11) | $ 1,013,000.00 | Bank of America | 3/31/2016 |
| FLOWOOD | MAKO ROBOT | $ 850,000.00 | Bank of America | 12/30/2014 |
| FLOWOOD | Robot Hip Upgrade | $ 199,000.00 | Bank of America | 1/5/2015 |
| FORT SMITH | Image-Guided Radiotherapy System | $ 4,274,233.00 | Bank of America | 12/28/2016 |
| HARTSVILLE | HYPERBARIC CHAMBERS | $ 231,000.00 | Bank of America | 12/23/2014 |
| HARTSVILLE | DEFIBRILLATORS | $284,871.84 | Bank of America | 5/20/2015 |
| JACKSON | ALLURA XPER FD20 $ Intervent. Pat. Care | $ 995,469.00 | Bank of America | |
| LEHIGH ACRES | HYPERBARIC CHAMBER | $231,000.00 | Bank of America | 12/23/2014 |
| MIDWEST CITY | LAPAROSCOPIC ARTHROSCOPIC SYSTEMS | $429,404.00 | Bank of America | 10/10/2012 |
| NAPLES - COLLIER | ROBOTIC ORTHO SYSTEM | $1,044,000.00 | Bank of America | 9/16/2016 |
| POPLAR BLUFF | MAKO System | $929,500.00 | Bank of America | 7/27/2015 |
| PORT CHARLOTTE | MAKO ROBOT | $845,000.00 | Bank of America | 11/1/2014 |
| VENICE | MAKO ROBOT | $850,000.00 | Bank of America | 12/30/2014 |
| WUESTHOFF - MELBOURNE | MAKO System | $633,750.00 | Bank of America | 7/1/2015 |
| WUESTHOFF - MELBOURNE | Mako HIP Application | $186,562.50 | Bank of America | 7/1/2015 |
| ANNISTON | SPECTRUM PUMPS | $567,000.00 | Baxter | 12/14/2015 |
| BARTOW | SPECTRUM PUMPS | $577,500.00 | Baxter | |
| BILOXI | SPECTRUM PUMPS | $904,050.00 | Baxter | 12/19/2015 |
| BROOKSVILLE | SPECTRUM PUMPS | $673,750.00 | Baxter | |
| CHESTER | SPECTRUM PUMPS | $245,700.00 | Baxter | 11/4/2015 |
| CLARKSDALE | SPECTRUM PUMPS | $820,050.00 | Baxter | |
| DALLAS REGIONAL | SPECTRUM PUMPS | $567,000.00 | Baxter | 12/22/2015 |
| DURANT | SPECTRUM PUMPS | $510,300.00 | Baxter | 11/22/2015 |
| FLOWOOD | SPECTRUM PUMPS | $1,193,850.00 | Baxter | 12/9/2015 |
| GADSDEN | SPECTRUM PUMPS | $1,251,250.00 | Baxter | |
| HAINES CITY | SPECTRUM PUMPS | $945,000.00 | Baxter | 11/22/2015 |

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|---|---|---|---|---|
| HARTSVILLE | SPECTRUM PUMPS | $770,000.00 | Baxter | |
| JAMESTOWN | SPECTRUM PUMPS | $252,000.00 | Baxter | 10/27/2015 |
| KEY WEST | SPECTRUM PUMPS | $384,300.00 | Baxter | 11/22/2015 |
| KEY WEST | SPECTRUM PUMPS | $94,500.00 | Baxter | 11/22/2015 |
| LANCASTER Heart o | SPECTRUM PUMPS | $378,000.00 | Baxter | 12/19/2015 |
| LANCASTER REG | SPECTRUM PUMPS | $806,400.00 | Baxter | 12/19/2015 |
| Madill | Spectrum Wireless Pumps 30 | $115,500.00 | Baxter | |
| MIDWEST CITY | SPECTRUM PUMPS | $1,102,500.00 | Baxter | 11/4/2015 |
| MILTON | SPECTRUM PUMPS | $371,700.00 | Baxter | 11/3/2015 |
| MONROE | SPECTRUM PUMPS | $305,550.00 | Baxter | 12/14/2015 |
| MONROE | 15 Wiresless Spectrum Pumps w Battery | $57,750.00 | Baxter | |
| MOORESVILLE | SPECTRUM PUMPS | $648,900.00 | Baxter | 11/30/2015 |
| NAPLES - COLLIER | SPECTRUM PUMPS | $368,550.00 | Baxter | 11/22/2015 |
| NAPLES - PR | SPECTRUM PUMPS | $617,250.00 | Baxter | 6/30/2015 |
| NAPLES - PR | SPECTRUM PUMPS | $63,000.00 | Baxter | 12/14/2015 |
| NATCHEZ | SPECTRUM PUMPS | $277,200.00 | Baxter | 12/2/2015 |
| NATCHEZ | SPECTRUM PUMPS | $69,300.00 | Baxter | 5/5/2016 |
| PAINTSVILLE | SPECTRUM PUMPS | $423,000.00 | Baxter | |
| POPLAR BLUFF | SPECTRUM PUMPS | $1,102,500.00 | Baxter | 10/27/2015 |
| PORT CHARLOTTE | SPECTRUM PUMPS | $630,000.00 | Baxter | 11/22/2015 |
| PUNTA GORDA | SPECTRUM PUMPS | $1,347,500.00 | Baxter | |
| SEBASTIAN | SPECTRUM PUMPS | $654,500.00 | Baxter | |
| SEBRING | SPECTRUM PUMPS | $592,900.00 | Baxter | |
| SHANDS LAKE SHORE | SPECTRUM PUMPS | $441,000.00 | Baxter | 11/3/2015 |
| SHANDS LIVE OAK | SPECTRUM PUMPS | $141,750.00 | Baxter | 11/3/2015 |
| SHANDS STARKE | SPECTRUM PUMPS | $157,500.00 | Baxter | 11/3/2015 |
| SPRING HILL | SPECTRUM PUMPS | $724,500.00 | Baxter | 11/4/2015 |
| ST CLOUD | SPECTRUM PUMPS | $315,000.00 | Baxter | 11/3/2015 |
| STATESBORO | SPECTRUM PUMPS | $664,650.00 | Baxter | 11/3/2015 |
| STATESVILLE | SPECTRUM PUMPS | $463,050.00 | Baxter | 12/2/2015 |
| TOPPENISH | SPECTRUM PUMPS | $189,000.00 | Baxter | 12/14/2015 |
| VAN BUREN | SPECTRUM PUMPS | $220,500.00 | Baxter | 11/22/2015 |
| VENICE | SPECTRUM PUMPS | $913,500.00 | Baxter | 12/22/2015 |
| WILLIAMSON | SPECTRUM PUMPS | $337,050.00 | Baxter | 12/9/2015 |

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|---|---|---|---|---|
| WINDER | SPECTRUM PUMPS | $246,400.00 | Baxter | |
| YAKIMA | SPECTRUM PUMPS | $945,000.00 | Baxter | 12/14/2015 |
| CANTON | SPECTRUM PUMPS | $173,250.00 | Baxter | 3/2/2016 |
| VAN BUREN | Updated Hematology Analyzer | $231,322.95 | Baytree | 1/18/2015 |
| MIDWEST CITY | SYSMEX XT-2000 RE | $110,300.00 | Baytree Leasing | 12/22/2013 |
| BILOXI | CHEMISTRY SYSTEMS | $564,865.00 | Beckman Coulter | 7/10/2014 |
| HARTSVILLE | Chemistry Analyzer | $93,603.00 | Beckman Coulter | 2/1/2014 |
| Knoxville PRMC | Coagulation System | $129,800.00 | Beckman Coulter | 12/21/2013 |
| Knoxville PRMC | Coagulation System | $64,900.00 | Beckman Coulter | 12/21/2013 |
| Knoxville PRMC | Coagulation System | | Beckman Coulter | 12/22/2013 |
| PUNTA GORDA | HEMATOLOGY ANALYZERS | $140,900.00 | Beckman Coulter | 3/8/2015 |
| WUESTHOFF - MELBOURNE | Chemistry Analyzer | $ 274,900.80 | Beckman Coulter | 10/1/2013 |
| BARTOW | Fusion ENT Navigation System | $107,520.00 | BofA | 2/2/2015 |
| JACKSON | IMRT LINEAR ACCELERATOR | $2,666,045.00 | Citicorp Vendor Finance | 3/29/2011 |
| LANCASTER REG | 2 MOBILE XRAY UNITS W 9” C ARM | $244,338.00 | Citicorp Vendor Finance | 11/29/2012 |
| LANCASTER REG | 64 SLICE CT | $1,023,437.00 | Citicorp Vendor Finance | 6/9/2013 |
| STATESVILLE | MRI PROJECT | $1,495,939.00 | Citicorp Vendor Finance | 5/25/2014 |
| JACKSON | O ARM IMAGING SYSTEM | $937,784.00 | CoActiv | 11/7/2011 |
| BILOXI | ENDOSCOPY SYSTEM | $400,209.55 | Court Square | 1/1/2014 |
| STATESBORO | Computers | $94,597.44 | Court Square Leasing Corp. | 9/28/2012 |
| STATESBORO | Printers, Scanners, Copiers | $10,231.80 | Court Square Leasing Corp. | 10/28/2013 |
| Knoxville LaFollette | ConMed Equipment | $169,999.46 | Creekridge Capital | 6/1/2014 |
| ANNISTON | Microscope | $102,111.00 | DLL | 3/1/2017 |
| ANNISTON | DaVinci Robot | $1,866,080.00 | DLL | 12/22/2016 |
| ANNISTON | Digital Mammography | $283,809.00 | DLL | 4/12/2017 |
| BARTOW | DaVinci Robot | $1,866,440.00 | DLL | 12/22/2016 |
| BATESVILLE | da Vinci Robot | $1,289,000.00 | DLL | 9/28/2017 |
| BILOXI | Digital Mammography | $845,099.00 | DLL | 12/20/2015 |
| BILOXI | Zeiss Microscope | $162,582.80 | DLL | 6/10/2016 |
| BILOXI | FireFly daVinci Upgrade-Accessories | $206,050.00 | DLL | 8/7/2017 |
| BILOXI | da Vinci Robot | $1,390,000.00 | DLL | 9/28/2017 |

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|---|---|---|---|---|
| BILOXI | Two Surgical Sterilizers | $80,882.90 | DLL | |
| BILOXI | Mamo Unit | $151,684.00 | DLL | |
| BILOXI | Ventilattors | $115,959.16 | DLL | |
| BRANDON | Zeiss Microscope | $311,492.00 | DLL | |
| BROOKSVILLE/SP HILL | Da Vinci Si-e | $1,239,460.00 | DLL | 12/31/2017 |
| CANTON | Hologic Digital Mammo | $313,233.00 | DLL | 5/27/2016 |
| CARLISLE | Microscope | $288,796.00 | DLL | 11/9/2016 |
| CARLISLE | Mammography | $185,275.00 | DLL | |
| CHESTER | VITEK Workstations and Bench (2) | $95,150.00 | DLL | 9/28/2017 |
| CHESTER | Hematology Analyzer | $105,381.00 | DLL | 12/31/2017 |
| CORP | DaVinci Robot | $1,790,941.00 | DLL | 3/31/2016 |
| CORP | Intuitive Surgical | $1,453,500.00 | DLL | 5/18/2016 |
| CORP | Intuitive Surgical | $1,453,500.00 | DLL | 5/18/2016 |
| CORP | Intuitive Surgical | $1,602,500.00 | DLL | 5/18/2016 |
| CORP | Intuitive Surgical | $1,453,500.00 | DLL | 5/18/2016 |
| CORP | Intuitive Surgical | $1,608,600.00 | DLL | 5/18/2016 |
| CORP | Intuitive Surgical | $1,602,500.00 | DLL | 5/18/2016 |
| CORP - NAPLES COLLIER | Intuitive Surgical | $1,033,500.00 | DLL | 6/8/2016 |
| CORPORATE | Intuitive Surgical (6) | $1,858,906.00 | DLL | 3/29/2015 |
| CORPORATE | Intuitive Surgical (6) | $1,550,000.00 | DLL | 4/1/2015 |
| CORPORATE | Intuitive Surgical (6) | $1,575,000.00 | DLL | 9/28/2015 |
| CORPORATE | Intuitive Surgical (6) | $1,575,000.00 | DLL | 9/29/2015 |
| CORPORATE | Intuitive Surgical (6) | $1,495,000.00 | DLL | 9/29/2015 |
| CRYSTAL RIVER | Hematology Analyzers | $124,500.00 | DLL | 9/28/2017 |
| DADE CITY | ENT Navigation System | $65,000.00 | DLL | 6/9/2014 |
| DALLAS REGIONAL | VENTILATORS | $96,283.00 | DLL | 12/16/2013 |
| DALLAS/GALLOWAY | Lab Analyzers | $246,550.00 | DLL | 5/29/2018 |
| DURANT | CORE NETWORKING UPGRADE | $84,069.00 | DLL | 12/11/2012 |
| FLOWOOD | ENT Navigation System | $139,200.00 | DLL | 9/9/2015 |
| FLOWOOD | Cysto System | $300,945.00 | DLL | 4/25/2016 |
| FLOWOOD | DaVinci Robot | $1,462,220.00 | DLL | 6/28/2016 |
| FLOWOOD | Cepheid GeneXpert XVI-12 | $131,420.00 | DLL | 8/22/2017 |
| FLOWOOD | Sysmex Hematology Analyzers | $163,237.60 | DLL | 9/5/2018 |
| FLOWOOD EAST | ULTRASOUND MACHINE | $84,007.00 | DLL | 3/20/2013 |

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|---|---|---|---|---|
| FLOWOOD EAST | DaVinci Robot | $1,095,200.00 | DLL | 12/22/2015 |
| FLOWOOD EAST | Da Vinci System | $1,386,000.00 | DLL | 7/28/2016 |
| FLOWOOD EAST | DaVinci Accessories | $146,066.00 | DLL | |
| FORT SMITH | Navigation System (ENT) | $83,576.00 | DLL | 7/15/2014 |
| FORT SMITH | Navigation System (Neuro) | $246,562.50 | DLL | 7/15/2014 |
| FORT SMITH | DaVinci Robot | $1,339,789.00 | DLL | 3/31/2016 |
| FORT SMITH | DaVinci Robot | $1,339,789.00 | DLL | 3/31/2016 |
| FORT SMITH | Digital Mammography (2) | $488,750.00 | DLL | 5/17/2016 |
| GADSDEN | EP Lab | $460,399.00 | DLL | 1/17/2018 |
| GADSDEN | Covidien Ventilators | $251,999.95 | DLL | 5/2/2018 |
| HAINES CITY | DaVinci Robot | $1,607,400.00 | DLL | 7/19/2016 |
| JACKSON | NEURO MICROSCOPE | $213,402.00 | DLL | 3/31/2014 |
| JACKSON | Navigation System | $126,203.90 | DLL | 7/15/2014 |
| JACKSON | Volcano s5 Imaging System | $117,500.00 | DLL | 6/29/2017 |
| JACKSON | Microscope | $179,940.05 | DLL | 1/17/2018 |
| JACKSON | Cysto Table | $299,347.00 | DLL | 2/27/2018 |
| JAMESTOWN | TELEMETRY SYSTEM | $89,717.00 | DLL | 3/18/2013 |
| KENNETT | Digital Mammography | $359,625.00 | DLL | 7/19/2017 |
| KEY WEST | DaVinci Robot | $1,582,400.00 | DLL | 7/19/2016 |
| KNOXVILLE - JEFFERSON | Digital Mammo System; Workstation | $374,268.00 | DLL | 5/18/2017 |
| KNOXVILLE - NEWPORT | Digital Mammography | $217,000.00 | DLL | 4/18/2017 |
| KNOXVILLE - TURKEY CREEK | DaVinci Robot | $2,011,050.00 | DLL | 12/22/2016 |
| Knoxville North | ENT Navigation System | $155,759.76 | DLL | 5/23/2018 |
| Knoxville PRMC | da Vinci Robotic Surgery System | $1,539,000.00 | DLL | 8/20/2017 |
| Knoxville PRMC | da Vinci Surgucal System | $1,539,000.00 | DLL | |
| Knoxville TCMC | Da Vinci System | $1,650,000.00 | DLL | 1/1/2014 |
| LANCASTER REG | DA VINCI SYSTEM | $1,678,350.00 | DLL | 9/21/2013 |
| LANCASTER REG | DaVinci Robot | $1,339,789.00 | DLL | 3/31/2016 |
| LEBANON | Hematology Analyzer | $105,090.00 | DLL | 3/8/2018 |
| LIVE OAK | Hematology Analyzer | $85,560.00 | DLL | 4/11/2018 |
| MIDWEST CITY | NEW AGFA/OREX ACL 4 PCKG DELL | $54,859.00 | DLL | 12/5/2012 |
| MIDWEST CITY | CATH LAB MONITORING SYSTEM | $83,243.00 | DLL | 12/5/2012 |
| MIDWEST CITY | Analyzers (2) | $352,900.00 | DLL | |

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|---|---|---|---|---|
| MIDWEST CITY | Sterilizer | $130,929.19 | DLL | |
| MONROE | PACS SYSTEM | $595,105.00 | DLL | 5/29/2013 |
| MONROE | da Vinci | $1,596,940.00 | DLL | 6/28/2017 |
| MONROE | ForceTriad Electrosurgical Units | $86,406.00 | DLL | |
| MOORESVILLE/SURG CTR | Medtronic StealthStation S7 | $238,500.00 | DLL | 11/1/2017 |
| NAPLES - PR | Digital Mammograpy | $387,558.00 | DLL | 3/1/2017 |
| PAINTSVILLE | Ventilators (5) | $117,505.00 | DLL | 2/23/2017 |
| PAINTSVILLE | Digital Mammography | $328,833.00 | DLL | 3/22/2017 |
| POPLAR BLUFF | Oasys Monitors | $757,085.00 | DLL | 10/30/2017 |
| POPLAR BLUFF | Da Vinci SI Robot | $999,000.00 | DLL | 12/31/2017 |
| PORT CHARLOTTE | Microscope | $260,777.00 | DLL | 5/15/2016 |
| Pryor | Sterilizer System | $95,658.89 | DLL | 6/28/2018 |
| PT CHARLOTTE | Sterrad NX Sterilization | $100,764.00 | DLL | 8/16/2017 |
| PT CHARLOTTE | Da Vinci Robot | $1,255,960.00 | DLL | 12/31/2017 |
| PUNTA GORDA/RVERSIDE | Chemisty Analyzers | $660,000.00 | DLL | 12/7/2012 |
| PUNTA GORDA/RVERSIDE | OPMI Pentero Microscope | $160,000.00 | DLL | 6/27/2018 |
| SEBASTIAN | Intuitive Surgical | $1,582,400.00 | DLL | 6/28/2016 |
| SEBRING | WASHER/STERILIZER | $141,185.00 | DLL | 12/21/2012 |
| SEBRING | Radpro Mobile 3 DR | $170,200.00 | DLL | 6/28/2017 |
| SEBRING | Ultrasound | $71,500.00 | DLL | 9/7/2017 |
| SEBRING | Telemetry System | $357,061.77 | DLL | |
| SPRING HILL | REPLACEMENT BEDS | $61,598.88 | DLL | 5/26/2013 |
| ST CLOUD | da Vinci Robot System | $1,197,600.00 | DLL | 11/30/2017 |
| STATESBORO | DA VINCI SYSTEM | $1,160,000.00 | DLL | 9/24/2013 |
| STATESBORO | CHEMISTRY AND IMMUNOLOGY ANALYZER | $589,400.00 | DLL | 12/11/2013 |
| STATESBORO | Mobile X-Ray | $185,000.00 | DLL | 5/1/2018 |
| STATESBORO | DA VINCI SYSTEM | $1,790,941.00 | DLL | |
| STATESVILLE | Da Vinci Si | $700,000.00 | DLL | 12/31/2017 |
| TULLAHOMA | DR64 UROLOGICAL SYSTEM | $287,293.00 | DLL | 3/20/2013 |
| VAN BUREN | Digital Mammography | $224,392.00 | DLL | 3/1/2017 |
| VENICE | ORTORPEDIC SURGERY TABLE | $77,569.00 | DLL | 3/18/2013 |
| VENICE | DaVinci Robot | $1,654,500.00 | DLL | 7/1/2015 |
| VENICE | DaVinci Robot | $1,726,700.00 | DLL | 12/22/2016 |

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|---|---|---|---|---|
| WINDER | INTELLIVUE TELEMETRY SYSTEM | $352,825.00 | DLL | 12/11/2012 |
| YAKIMA | INVIVO DYNACAD IMAGING WORKSTA | $59,456.00 | DLL | 12/5/2012 |
| YAKIMA | BRAINLAB VV PLATFORM UPGRADE | $196,198.00 | DLL | 6/6/2013 |
| YAKIMA | OR Beds | $129,229.16 | DLL | |
| BROOKSVILLE | ACCUDOSE CABINETS | $65,635.00 | Farnam Street | 7/1/2014 |
| JACKSON | ACCUDOSE CABINETS | $23,864.00 | Farnam Street | 2/1/2014 |
| AMORY | IGS System | $123,726.00 | First American | 4/11/2015 |
| ANNISTON | Sterilizer | $139,520.00 | First American | 1/5/2016 |
| CARLISLE | ENT NAVIGATION SYSTEM | $113,764.00 | First American | 2/4/2013 |
| CLARKSDALE | Microbiology Analyzer | $89,475.00 | First American | 10/14/2014 |
| CLARKSDALE | Pumps (26) | $101,845.00 | First American | |
| CORP | IPOD TOUCH | $1,775,000.00 | First American | |
| DADE CITY | Cardiac Ablation & Recording Equipment | $190,100.00 | First American | 10/14/2014 |
| DURANT | VERSACARE BEDS | $42,167.84 | First American | 4/10/2013 |
| DURANT | Ultrasound Vascular Machine | $72,120.00 | First American | 10/4/2014 |
| FLOWOOD | Pumps (25) | $71,125.00 | First American | 4/11/2015 |
| FLOWOOD | Sterilizing Equipment | $162,667.00 | First American | |
| FLOWOOD | Sterilizing Equipment | $67,240.00 | First American | |
| FLOWOOD EAST | Sterilizer | $119,000.00 | First American | |
| FORT SMITH | Sterilizers | $266,920.00 | First American | 9/1/2015 |
| FORT SMITH | Sterilizers | $194,253.00 | First American | 10/10/2015 |
| HARTSVILLE | SURGICAL LED LIGHTS | $151,418.88 | First American | 6/8/2013 |
| HARTSVILLE | Sterilizer | $155,131.00 | First American | |
| JACKSON | PROCEDURAL STRETCHERS | $160,637.00 | First American | 3/15/2013 |
| JACKSON | 12 CRITICAL CARE BEDS | $357,146.52 | First American | 10/7/2013 |
| KENNETT | LAPAROSCOPIC TOWER | $167,150.00 | First American | 6/30/2013 |
| KNOXVILLE - JEFFERSON | Sterilizer | $118,960.00 | First American | |
| LANCASTER Heart o | Liquid Chemical Sterilant Processor | $57,761.62 | First American | |
| LANCASTER REG | Sterilizer | $59,548.68 | First American | |
| LEBANON | Rad Pro 40KW Digital Mobile Unit | $162,436.00 | First American | 10/1/2014 |
| MILTON | Hospira PCA Pumps | $53,072.80 | First American | 2/10/2015 |
| MOORESVILLE | LABOR & DELIVERY BEDS | $91,781.00 | First American | 4/8/2013 |
| MOORESVILLE | 2 SURGICAL TABLES | $103,082.00 | First American | 7/8/2013 |

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|---|---|---|---|---|
| POPLAR BLUFF | TELEMETRY SYSTEM | $626,233.28 | First American | 10/12/2013 |
| PORT CHARLOTTE | 3 ICU BEDS | $884,000.00 | First American | 4/7/2013 |
| PUNTA GORDA | HD SURGICAL TOWERS | $213,661.17 | First American | 11/9/2013 |
| PUNTA GORDA | HD SURGICAL TOWERS | $228,768.98 | First American | |
| SEBRING | LAPAROSCOPIC VIDEO TOWERS | $269,939.00 | First American | 3/18/2013 |
| TULLAHOMA | PCI Optimization System | $127,036.00 | First American | |
| YAKIMA | Beds & OR System | $217,534.56 | First American | |
| BRANDON | ULTRASOUND AND DIGITAL RECORD. UNIT | $284,587.00 | First Premier | 6/25/2013 |
| STATESBORO | PORTABLE U/S UNIT | $61,980.00 | First Premier | 7/20/2013 |
| AMORY | NUCLEAR MEDICINE CAMERA | $271,270.00 | GE | 6/30/2013 |
| AMORY | ECHO MACHINE | $154,000.00 | GE | 8/30/2013 |
| AMORY | ULTRASOUND | $107,640.00 | GE | 6/30/2014 |
| AMORY | Video Processor; Scopes | $65,195.00 | GE | 9/15/2016 |
| AMORY | Video Tower | $313,576.80 | GE | |
| ANNISTON | DIAGNOSTIC IMAGES | $85,000.00 | GE | 9/4/2013 |
| ANNISTON | SIGNA PREEXCITE 1.5T UPGRADE | $675,000.00 | GE | 9/30/2014 |
| ANNISTON | C-arm | $283,958.00 | GE | 3/17/2015 |
| ANNISTON | R/F Room | $294,673.00 | GE | 10/1/2016 |
| ANNISTON | Monitors | $221,205.00 | GE | 10/13/2016 |
| ANNISTON | Endoscopic Tower and Scopes | $98,452.88 | GE | 7/25/2017 |
| BARTOW | IMAGING EQUIPMENT (Bone Densitometer) | $36,995.00 | GE | 9/30/2014 |
| BARTOW | IMAGING EQUIPMENT (Logiq Ultrasound) | $65,500.00 | GE | 10/5/2014 |
| BARTOW | IMAGING EQUIPMENT (Digital Mammo) | $386,803.00 | GE | 10/14/2014 |
| BARTOW | IMAGING EQUIPMENT (ICAD for Mammo) | $45,000.00 | GE | 10/14/2014 |
| Bartow | C-Arm | $177,911.75 | GE | 12/20/2017 |
| BATESVILLE | Fetal Monitoring System | $288,797.00 | GE | 3/21/2017 |
| BATESVILLE | Equipment for ICU (Goldseal DASH Monitors) | $588,736.00 | GE | 5/21/2017 |
| BATESVILLE | MR | $375,000.00 | GE | |
| BATESVILLE | Logiq E9 Ultrasound | $151,808.00 | GE | |
| BATESVILLE | Nuclear Camera | $207,195.10 | GE | |
| Bayfront | Laparoscopic Equipment | $236,519.57 | GE | 8/8/2018 |

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|---|---|---|---|---|
| Bayfront | Power Equipment | $305,159.22 | GE | |
| BILOXI | PATIENT MONITORING SYSTEM | $142,948.00 | GE | 8/1/2013 |
| BILOXI | PACS | $535,000.00 | GE | 9/30/2013 |
| BILOXI | DEFIBRILATORS | $133,865.00 | GE | 3/30/2014 |
| BILOXI | C-Arm | $166,452.00 | GE | 10/1/2015 |
| BILOXI | PACU Monitors | $292,324.88 | GE | 10/19/2015 |
| BILOXI | PACU MONITORS | $292,324.00 | GE | 10/30/2015 |
| BILOXI | Ultrasound | $124,697.00 | GE | 8/16/2016 |
| BILOXI | Echo Machine | $113,130.00 | GE | 1/18/2017 |
| BILOXI | Laser | $101,150.00 | GE | 6/19/2017 |
| BILOXI | Surgical Robot System | $1,060,000.00 | GE | 9/17/2017 |
| BILOXI | Ultrasound | $125,850.00 | GE | 12/7/2017 |
| BILOXI GC SURG CTR | GI Scopes | $576,482.00 | GE | 12/20/2016 |
| Blackwell | C-Arm | $111,198.00 | GE | 2/7/2017 |
| Blackwell | VOIP PBX Phone System | $120,502.34 | GE | 8/3/2017 |
| Blackwell | VOIP Schedule 002 | $21,265.12 | GE | |
| BRANDON | CT | $648,466.00 | GE | 3/19/2013 |
| BRANDON | PACS SYSTEM | $372,219.80 | GE | 6/24/2013 |
| BRANDON | Bone density equipment | $52,900.00 | GE | 4/20/2015 |
| BRANDON | BONE DENSITY UNIT | $52,900.00 | GE | 4/30/2015 |
| BRANDON | C-Arm | $177,344.00 | GE | 10/1/2016 |
| BRANDON | Monitoring Equipment | $101,713.57 | GE | |
| BROOKSVILLE | C-ARM 12” PULSERA | $152,850.00 | GE | 2/14/2013 |
| BROOKSVILLE | DIGITAL MAMMO | $551,241.00 | GE | 3/22/2015 |
| BROOKSVILLE | Urology Table | $190,751.00 | GE | 12/15/2015 |
| BROOKSVILLE/SP HILL | Digital Mammo | $467,987.32 | GE | 3/22/2015 |
| BROOKSVILLE/SP HILL | Arthoscopic Tower System | $120,890.93 | GE | |
| CANTON | PACS | $186,079.88 | GE | 12/28/2015 |
| CANTON | Fetal Monitors | $106,973.68 | GE | 6/24/2016 |
| CANTON | C-Arm | $173,950.00 | GE | 3/21/2017 |
| CARLISLE | SURGICAL CENTER MISC EQUIPMENT | $627,275.00 | GE | 9/30/2013 |
| CARLISLE | Phaco equipment | $108,840.00 | GE | 8/5/2015 |
| CARLISLE | Peds GI Service Video System and Scopes | $239,079.00 | GE | 12/22/2015 |

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| CARLISLE | GI Equipment | $290,315.42 | GE | 6/9/2016 |
| CARLISLE | Mammography | $387,849.00 | GE | 7/11/2017 |
| CARLISLE | C-Arm | $122,000.00 | GE | 9/20/2017 |
| CARLISLE | GE CT | $459,957.73 | GE | 9/27/2017 |
| CARLISLE | Philips DR | $181,861.60 | GE | 9/27/2017 |
| CARLISLE | C-Arm | $122,000.00 | GE | 12/17/2017 |
| CARLISLE | Logiq E9 Ultrasound | $154,873.13 | GE | |
| CARLISLE PPM | Volusion E6 BT 12 Ultrasound | $69,200.00 | GE | 12/31/2017 |
| CHESTER | CT & BUILDOUT | $812,986.00 | GE | 3/30/2014 |
| CHESTER | CT WORKSTATION | $36,688.00 | GE | 3/30/2014 |
| CHESTER | ANESTHESIA MACHINES | $84,482.00 | GE | 3/30/2015 |
| CLARKSDALE | CT SCANNER & ACCESSORY KIT | $1,031,000.00 | GE | 12/14/2013 |
| CLARKSDALE | ANESTHESIA MACHINES | $86,455.00 | GE | 12/30/2013 |
| CLARKSDALE | ANESTHESIA MACHINES | $78,866.00 | GE | 9/20/2015 |
| CLARKSDALE | Digital Mammography | $400,841.00 | GE | 10/29/2015 |
| CLARKSDALE | GI Video Equipment | $86,520.72 | GE | 6/20/2016 |
| CLARKSDALE | Patient Beds (10) | $273,252.05 | GE | 3/21/2017 |
| Clinton | VOIP System Sch 1 | $356,184.88 | GE | 6/28/2017 |
| Clinton | Mammography | $304,444.00 | GE | 3/1/2018 |
| Clinton | VOIP System Sch 2 | $62,856.15 | GE | |
| CORP | PACS Workstation | $120,947.00 | GE | 3/20/2014 |
| CORP | PACS SYSTEM - Shands | $126,418.00 | GE | 9/20/2014 |
| CORP | PATIENT FOLDER EQUIPMENT | | GE | 12/14/2014 |
| CORP | CR SYSTEM - Shands | $553,500.00 | GE | 9/20/2015 |
| CORP | PATIENT FOLDER EQUIPMENT | $1,957,677.00 | GE | 9/30/2015 |
| CORP | PATIENT FOLDER EQUIPMENT | $455,097.00 | GE | 12/30/2015 |
| CORP | PACS FOR 4 HOSPITALS (Chester) | $916,573.00 | GE | 12/30/2015 |
| CORP | PACS FOR 4 HOSPITALS (Jamestown) | | GE | 2/28/2016 |
| CORP | Voice Over Internet Protocol Avaya Telephone Systems (phase 1) | $2,346,501.80 | GE | 6/14/2016 |
| CORP | Voice Over Internet Protocol Avaya Telephone Systems (phase 2) | $3,023,004.33 | GE | 9/14/2016 |
| CORP | PACS FOR 4 HOSPITALS (Hamlet) | $918,573.00 | GE | |

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| CORPORATE | NUCLEAR CAMERA | $271,270.00 | GE | 6/30/2013 |
| CORPORATE | HP Equipment | $455,097.00 | GE | 12/16/2014 |
| CORPORATE | PACS System | $918,573.00 | GE | 9/28/2015 |
| CRYSTAL RIVER | CT SCANNER | $1,027,785.00 | GE | 6/30/2012 |
| CRYSTAL RIVER | OEC 9900 | $364,492.00 | GE | 9/23/2015 |
| CRYSTAL RIVER | 1188 HD CCU | $43,916.80 | GE | 9/30/2015 |
| CRYSTAL RIVER | DIGITAL MAMMO | $220,784.00 | GE | 10/13/2015 |
| CRYSTAL RIVER | ERCP Equipment | $139,954.00 | GE | 6/23/2016 |
| CRYSTAL RIVER | Cardiac Camera | $162,811.00 | GE | |
| DADE CITY | DIGITAL MAMMO UNIT | $305,745.00 | GE | 12/30/2013 |
| DADE CITY | ANESTHESIA MACHINES | $448,172.00 | GE | 12/15/2014 |
| DADE CITY | Mammography System | $156,292.00 | GE | 6/20/2016 |
| DADE CITY | IMPAX PACS System | $92,297.00 | GE | 8/8/2016 |
| DADE CITY | Fetal Monitoring System | $112,282.55 | GE | 12/28/2016 |
| DADE CITY | BioMerieux Vitek | $68,245.00 | GE | 3/26/2018 |
| DADE CITY | Telemetry Monitoring | $372,377.31 | GE | |
| DALLAS REGIONAL | PULSERA MOBILE C-ARM | $148,344.07 | GE | 8/14/2013 |
| DALLAS REGIONAL | USED ICU BEDS | $85,750.00 | GE | 7/14/2014 |
| DALLAS/GALLOWAY | BioMerieux Vitek | $76,250.00 | GE | 2/8/2018 |
| DURANT | VCT SCANNER | $1,570,718.72 | GE | 11/14/2011 |
| DURANT | CARDIAC CATH LAB | $1,107,774.66 | GE | 4/30/2012 |
| DURANT | NURSE STATION MONITORS | $122,090.00 | GE | 4/30/2012 |
| DURANT | SURGICAL MICROSCOPE SYSTEM | $79,049.00 | GE | 6/30/2013 |
| DURANT | BEDSIDE MONITORS | $94,208.00 | GE | 12/14/2013 |
| DURANT | DIGITAL MAMMO | $323,346.50 | GE | 8/14/2014 |
| DURANT CLINIC | ANESTHESIA MACHINES | $49,498.00 | GE | 6/30/2014 |
| FLOWOOD | 64 SLICE CT SCANNER | $1,219,354.00 | GE | 8/30/2011 |
| FLOWOOD | ANESTHESIA MACHINES | $614,212.80 | GE | 3/30/2013 |
| FLOWOOD | SOLUTION WARMER | $114,500.00 | GE | 6/30/2013 |
| FLOWOOD | DEFINIUM 8000 DR EQUIPMENT | $391,879.00 | GE | 12/30/2013 |
| FLOWOOD | PACS UPGRADE | $153,899.00 | GE | 12/30/2013 |
| FLOWOOD | RADIOLOGY SYSTEM | $114,213.00 | GE | 9/15/2014 |
| FLOWOOD | Oasys OR System | $192,606.99 | GE | 12/28/2014 |
| FLOWOOD | Mizhuo Hana Hip System | $70,143.63 | GE | 2/3/2015 |

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| FLOWOOD | Upgrade to MRI | $903,679.00 | GE | 9/30/2015 |
| FLOWOOD | Surgical Tables (2) | $116,885.10 | GE | 1/13/2016 |
| FLOWOOD | Endoscopy | $203,247.57 | GE | 1/24/2016 |
| FLOWOOD | Imaging Equipment (Ultrasound) | $182,647.13 | GE | 1/31/2016 |
| FLOWOOD | Anesthesia Machines (2) | $184,312.10 | GE | 2/14/2016 |
| FLOWOOD | Imaging Equipment (700 X-Ray) | $161,900.00 | GE | 3/25/2016 |
| FLOWOOD | Imaging Equipment (650 X-Ray Rad) | $381,717.05 | GE | 3/25/2016 |
| FLOWOOD | Ultrasound Unit | $129,449.09 | GE | 7/15/2016 |
| FLOWOOD | Fetal Monitors (11) | $160,938.00 | GE | 9/15/2016 |
| FLOWOOD | ASC Macquet Anesthesia | $183,673.92 | GE | 10/5/2016 |
| FLOWOOD | Getinge Washer & Sterilizers | $211,325.23 | GE | 11/12/2016 |
| FLOWOOD | C-Arm | $129,327.00 | GE | 3/21/2017 |
| FLOWOOD | OEC C-Arm | $147,109.50 | GE | 12/31/2017 |
| FLOWOOD | AGFA DXG Digitizer/ Reader | $195,028.58 | GE | 9/3/2018 |
| FLOWOOD | Monitoring | $195,039.04 | GE | |
| FLOWOOD | GI Scopes | $110,779.44 | GE | |
| FLOWOOD EAST | HALO SYSTEM | $195,785.00 | GE | 8/1/2013 |
| FLOWOOD EAST | DASH 5000 NEONATAL MONITORS | $61,912.50 | GE | 1/1/2014 |
| FLOWOOD EAST | ANESTHESIA MACHINES | $78,542.11 | GE | 7/30/2014 |
| FLOWOOD EAST | FETAL MONITORING SYSTEM | $95,151.00 | GE | 3/22/2015 |
| FLOWOOD EAST | C-Arm | $33,040.00 | GE | 11/19/2015 |
| FLOWOOD EAST | Giraffe OmniBed | $41,893.10 | GE | 12/21/2015 |
| FLOWOOD EAST | Anesthesia Machine | $77,921.72 | GE | 9/15/2016 |
| FLOWOOD EAST | Giraffe Bedded Warmers (9) | $188,965.84 | GE | 1/18/2017 |
| FLOWOOD EAST | DIGITAL MAMMO | $1,304,200.00 | GE | |
| FLOWOOD WMNS HOSP | Vision Project | $944,243.33 | GE | 8/1/2014 |
| FLOWOOD WMNS HOSP | Dash Monitors | $387,329.07 | GE | 8/18/2014 |
| FORT SMITH | Patient Room and Waiting Room Furniture | $1,118,299.00 | GE | 1/25/2016 |
| FORT SMITH | Patient Room and Waiting Room Furniture | $1,019,038.00 | GE | 1/30/2016 |
| FORT SMITH | Hematology Analyzer | $116,540.00 | GE | 6/20/2016 |
| FORT SMITH | EKG Machine (5) | $63,461.11 | GE | 10/1/2016 |
| FORT SMITH | Anesthesia Monitors (10) | $302,127.28 | GE | 12/6/2016 |

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| FORT SMITH | Defibrilators | $301,958.43 | GE | 12/6/2016 |
| FORT SMITH | Oasys Monitoring | $720,640.00 | GE | 12/30/2016 |
| FORT SMITH | Telemetry System | $861,439.00 | GE | 3/13/2017 |
| FORT SMITH | Patient Room and Waiting Room Furniture | | GE | |
| FT SMITH | 2 GE Volusion E6 BT 12 Ultrasounds | $166,374.98 | GE | 6/22/2017 |
| FT SMITH | Cardiac Ultrasounds 3, Image Vault EchoPAC | $273,474.00 | GE | 12/7/2017 |
| FT SMITH | CT Machine 16 | $407,490.11 | GE | 5/29/2018 |
| FT SMITH | BioMerieux Vitek | $87,597.50 | GE | 6/24/2018 |
| FT SMITH | Solar & Dash Monitors | $395,972.30 | GE | 6/26/2018 |
| FT SMITH | Automated Dispensing Medicine Cabinets | $625,016.00 | GE | |
| FT SMITH | Olympus Scopes 2 Gastroscopes and 2 Colonoscopes | $107,548.22 | GE | |
| FT SMITH | 16 Slice CT | $365,213.91 | GE | |
| GADSDEN | 64 SLICE CT SCANNER | $1,049,018.00 | GE | 6/30/2011 |
| GADSDEN | GE SIGNA MRI | $1,273,675.00 | GE | 8/30/2013 |
| GADSDEN | Cardiac Monitors | $174,195.00 | GE | 12/30/2014 |
| GADSDEN | Digital Mammography | $231,116.50 | GE | 3/22/2017 |
| GADSDEN | C-Arm | $167,144.00 | GE | 4/1/2017 |
| GADSDEN | Anesthesia Machines (4) | $144,538.00 | GE | 4/1/2017 |
| HAINES CITY | 16 SLICE CT SCANNER 24 MONTH RENEWAL | $802,545.28 | GE | 4/14/2012 |
| HAINES CITY | ULTRASOUND | $54,642.00 | GE | 6/30/2014 |
| HAINES CITY | DIGITAL MAMMO | $399,126.00 | GE | 3/17/2015 |
| HAINES CITY | PCR Corado Eleva | $209,550.00 | GE | 7/19/2015 |
| HAINES CITY | ENDOSCOPY MONITORS | $86,800.00 | GE | 7/21/2015 |
| HAINES CITY | Anesthesia Machines (2) | $162,467.27 | GE | 9/9/2016 |
| HAINES CITY | Nurse Call System | $289,060.00 | GE | 12/20/2016 |
| HAINES CITY | Monitor/Telemetry & MIC Equipment | $667,407.27 | GE | 6/20/2017 |
| HAINES CITY | Monitor/Telemetry & MIC Equipment | $667,407.27 | GE | 6/20/2017 |
| HAINES CITY | BioMerieux Vitek | $87,597.50 | GE | 2/28/2018 |
| HARTSVILLE | INNOVA 2000 CATH LAB | $1,088,541.00 | GE | 2/28/2011 |
| HARTSVILLE | 64 SLICE CT SCANNER | $1,051,172.33 | GE | 12/30/2012 |
| HARTSVILLE | GE LIGHTSPEED RT 16 CT | $678,562.00 | GE | 5/27/2015 |

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|---|---|---|---|---|
| HARTSVILLE | Cysto System | $335,628.00 | GE | 3/16/2016 |
| HARTSVILLE | Digital Mammography | $444,182.00 | GE | 3/30/2016 |
| HARTSVILLE | Digital Mammography (AGFA Imager & J+J Ethicon) | $138,955.00 | GE | 5/25/2016 |
| HARTSVILLE | Patient Monitors (ER) | $238,203.00 | GE | 8/23/2017 |
| HARTSVILLE | ICU Beds and IV Poles | $141,382.00 | GE | 2/27/2018 |
| HARTSVILLE | Cath/Specials Dual Room | $963,677.62 | GE | 8/22/2018 |
| HARTSVILLE | Anesthesia Machines (2) | $111,415.70 | GE | |
| HARTSVILLE | Anesthesia Patient Monitors | $157,704.37 | GE | |
| JACKSON | MRI SYSTEM | $1,577,878.00 | GE | 5/30/2012 |
| JACKSON | Innova 4100 Cath Lab | $1,406,228.00 | GE | 3/30/2013 |
| JACKSON | EXAM LIGHT HALOGEN GOOSENECK | $16,969.00 | GE | 5/4/2013 |
| JACKSON | WHEELCHAIR TRAVELER | $39,556.00 | GE | 6/15/2013 |
| JACKSON | ANESTHESIA MACHINES | $345,152.00 | GE | 8/30/2013 |
| JACKSON | GIRAFFE OMNI BED | $78,996.00 | GE | 9/14/2013 |
| JACKSON | DASH 5000 NEONATAL MONITORS | $225,581.00 | GE | 9/14/2013 |
| JACKSON | LOGIC 9 ULTRASOUND MACHINE | $99,709.00 | GE | 9/14/2013 |
| JACKSON | L & D MONITORING SYSTEM | $312,213.27 | GE | 9/27/2013 |
| JACKSON | PLASMON ADD-ON | $141,265.00 | GE | 12/30/2013 |
| JACKSON | PACS UPGRADE | $864,935.02 | GE | 12/30/2013 |
| JACKSON | ENDOSCOPY DASH 5000 MONITORS | $89,347.86 | GE | 1/15/2014 |
| JACKSON | C-ARM | $127,128.00 | GE | 10/30/2014 |
| JACKSON | C-ARM | $127,128.00 | GE | 12/30/2014 |
| JACKSON | C-ARM | $125,334.00 | GE | 3/23/2015 |
| JACKSON | Endoscopy Video System | $637,119.00 | GE | 7/1/2015 |
| JACKSON | GE MONITORS | $68,333.22 | GE | 11/19/2015 |
| JACKSON | Fluroroscopy Unit | $405,030.45 | GE | 12/21/2015 |
| JACKSON | Dinamaps (31) | $85,259.00 | GE | 10/1/2016 |
| JACKSON | Video Camera System | $426,389.90 | GE | |
| JACKSON | Dash Monitoring System | $348,562.80 | GE | |
| JACKSON | Varian IMRT Linear Accelerator | $2,666,045.00 | GE | |
| JACKSON CLINIC | VIVID ULTRASOUND | $138,163.50 | GE | 6/30/2014 |
| JAMESTOWN | USED OFFICE EQUIPMENT | $50,200.00 | GE | 3/30/2013 |
| JAMESTOWN | Ultrasound Machine | $77,486.75 | GE | 12/15/2015 |

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|---|---|---|---|---|
| JAMESTOWN | Radiography System | $73,168.00 | GE | 8/24/2017 |
| JAMESTOWN | FETAL MONITORING SYSTEM | $60,941.00 | GE | |
| KENNETT | BONE DENSITOMETER | $48,900.00 | GE | 8/30/2013 |
| KENNETT | SURGICAL LIGHTS | $97,296.00 | GE | 12/14/2013 |
| KENNETT | PATIENT MONITORING SYSTEM | $66,430.00 | GE | 6/30/2014 |
| KENNETT | RECOVERY ROOM MONITORS | $64,148.00 | GE | 9/30/2014 |
| KENNETT | ADVANCE MONITORS | $57,465.00 | GE | 9/30/2014 |
| KENNETT | ANESTHESIA MONITORS | $112,676.36 | GE | 3/29/2015 |
| KEY WEST | Fluoroscopy C-Arm | $172,431.00 | GE | 8/27/2017 |
| KNOXVILLE - LAFOLLETTE | Cardiovascular Ultrasound | $102,830.00 | GE | 12/30/2016 |
| KNOXVILLE - LAFOLLETTE | Ultrasound Imaging System | $103,812.00 | GE | 1/18/2017 |
| KNOXVILLE - PRMC | 16 Slice CT | $642,706.21 | GE | 9/28/2017 |
| Knoxville Jefferson | AW VolumeShare4 and Applications | $78,647.52 | GE | 1/30/2013 |
| Knoxville newport | OEC 9900 Elite Digital Mobile C-Arm | | GE | 12/4/2012 |
| Knoxville newport | Logiq S8 Ultrasounds (2) | $209,565.40 | GE | 4/29/2018 |
| Knoxville newport | iE33 Ultrasound | $128,053.00 | GE | 5/3/2018 |
| Knoxville PRMC | Arthoscopy (Cameras, Scopes, and Accessories) | $437,386.32 | GE | 4/25/2013 |
| Knoxville PRMC | Proteus | $89,232.66 | GE | 11/30/2015 |
| Knoxville PRMC | Prodigy | $38,390.00 | GE | 11/30/2015 |
| Knoxville PRMC | Seno DS | $301,468.82 | GE | 11/30/2015 |
| Knoxville PRMC | Logic E9 Ultrasound | $185,215.80 | GE | 11/30/2015 |
| Knoxville PRMC | Seno DS | $ 301,468.82 | GE | 12/1/2015 |
| Knoxville PRMC | Prodigy | $38,390.00 | GE | 12/1/2015 |
| Knoxville PRMC | Logic E9 Ultrasound | $185,215.00 | GE | 12/1/2015 |
| Knoxville PRMC | Proteus | $89,232.66 | GE | 12/1/2015 |
| Knoxville PRMC | OR Tables | $120,077.10 | GE | 8/27/2017 |
| Knoxville PRMC | OSI Spinal Table | $110,885.48 | GE | 9/19/2017 |
| Knoxville PRMC | Olympus Scopes | $155,094.84 | GE | 9/19/2017 |
| Knoxville PRMC | C-Arm | $158,125.50 | GE | 12/7/2017 |
| Knoxville PRMC | Anesthesia Machines | $172,233.36 | GE | 12/20/2017 |
| Knoxville PRMC | ENT Navigation System | $155,759.76 | GE | 3/21/2018 |
| Knoxville PRMC | Axis Table System | $130,958.00 | GE | |
| Knoxville PRMC | GE Innova 4100 | $800,000.00 | GE | |

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| Knoxville TCMC | OEC 9900 Elite Digital C-Arm | $218,165.00 | GE | 2/21/2013 |
| Knoxville TCMC | Surgical Microscope | $336,775.93 | GE | 12/7/2017 |
| Knoxville TCMC | Spinal Table | $128,813.25 | GE | 12/7/2017 |
| Knoxville TCMC | GE Ultrasound | $61,046.40 | GE | 12/12/2017 |
| Knoxville TCMC | Linear Accelerator | $2,223,778.00 | GE | 4/25/2018 |
| Knoxville TCMC | Ultrasound | $110,720.00 | GE | 8/23/2018 |
| Knoxville TCMC | Logiq e9 Ultrasound | $133,728.00 | GE | |
| KNOXVILLE TCMC | Fluoro Table | $356,407.80 | GE | |
| LAKE SHORE | Olympus Endoscopy Equipment | $218,918.68 | GE | 9/28/2017 |
| LANCASTER HEART | Hana Hip-Knee Arthroplasty Table | $92,582.45 | GE | 10/23/2017 |
| LANCASTER HEART | Spinal Table System | $95,949.40 | GE | 10/23/2017 |
| LANCASTER HEART | GE Giraffe OmniBeds | $113,992.21 | GE | 12/7/2017 |
| LANCASTER HEART | Senographe Care Base Digital Memmography & iCAD | $247,547.40 | GE | 3/25/2018 |
| LANCASTER HEART | BioMerieux Vitek | $102,530.00 | GE | |
| LANCASTER Heart o | DIGITAL RADIOGRAPHY SYSTEM | $445,366.00 | GE | 6/1/2013 |
| LANCASTER Heart o | DIGITAL MAMMO EQUIPMENT | $473,411.00 | GE | 9/30/2014 |
| LANCASTER Heart o | MRI UPGRADE | $680,277.00 | GE | 9/30/2014 |
| LANCASTER Heart o | PERINATAL ULTRASOUND | $117,087.00 | GE | 12/14/2014 |
| LANCASTER Heart o | ULTRASOUND SYSTEM | $149,570.00 | GE | 12/30/2014 |
| LANCASTER Heart o | FETAL MONITORS | $83,872.47 | GE | 3/3/2015 |
| LANCASTER Heart o | 64 SLICE CT UPGRADE | $907,000.00 | GE | 3/29/2015 |
| LANCASTER Heart o | DIGITAL MAMMOGRAPHY | $262,115.40 | GE | 6/15/2015 |
| LANCASTER Heart o | Fetal Monitors (6) | $94,870.08 | GE | 4/24/2016 |
| LANCASTER Heart o | Endoscopy Equipment | $380,974.00 | GE | 7/26/2016 |
| LANCASTER Heart o | Endo Equipment (HD) | $528,963.00 | GE | 5/9/2017 |
| LANCASTER REG | STERRAD 100S STERILIZER | $120,075.80 | GE | 9/3/2015 |
| LANCASTER REGIONAL | Video Arthoscopy System (3) | $545,000.00 | GE | 7/26/2017 |
| LANCASTER/ROSE CITY | Mammography | $187,120.00 | GE | 12/20/2017 |
| LANCASTER/ROSE CITY | Senographe Mammo System | $178,333.75 | GE | 12/31/2017 |
| LANCASTER/ROSE CITY | iCAD / Mammo | $22,500.00 | GE | 2/8/2018 |
| LANCASTER/ROSE CITY | CT | $325,000.00 | GE | |
| LANCASTER/ROSE CITY | Linear Accelerator Upgrade | $1,466,815.00 | GE | |

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| LEBANON | VCT 64 SLICE CT SCANNER | $1,195,274.31 | GE | 12/14/2011 |
| LEBANON | DIGITAL MAMMOGRAPHY | $404,800.00 | GE | 5/28/2013 |
| LEBANON | SURGICAL TABLES (2) | $59,337.00 | GE | 12/30/2013 |
| LEBANON | ANESTHESIA MACHINES | $439,193.00 | GE | 6/11/2015 |
| LEBANON | GI HD Equipment | $156,470.00 | GE | 12/22/2015 |
| LEBANON | Ultrasounds (2) | $227,456.00 | GE | 9/27/2017 |
| LEBANON | Microscope | $131,454.78 | GE | 3/20/2018 |
| LEHIGH | Vivid Ultrasound w ECHO | $110,300.00 | GE | |
| LEHIGH ACRES | C-ARM WITH VASCULAR PACKAGE | $159,545.00 | GE | 2/25/2015 |
| LEHIGH ACRES | Endobronchial Ultrasound | $155,585.00 | GE | 5/25/2017 |
| Marshall County | Brightspeed Elite 16 CT | $399,976.00 | GE | |
| Mayes County | Monitoring System | $226,981.45 | GE | 6/24/2018 |
| MIDWEST CITY | EQUIPMENT FOR EP CARDIOLOGY | $1,434,393.00 | GE | 3/13/2013 |
| MIDWEST CITY | BALLOON PUMPS (3) | $201,283.00 | GE | 7/14/2013 |
| MIDWEST CITY | DIGITAL MAMMOGRAPHY | $239,000.00 | GE | 12/14/2013 |
| MIDWEST CITY | ULTRASOUND SYSTEM | $311,717.00 | GE | 12/30/2013 |
| MIDWEST CITY | PACS Upgrade | $102,809.88 | GE | 8/6/2014 |
| MIDWEST CITY | OB MONITORING SYSTEM | $164,129.00 | GE | 9/1/2015 |
| MIDWEST CITY | Innova 3100Q Cath Lab Room 3 | $814,961.00 | GE | 12/8/2015 |
| MIDWEST CITY | Innova 3100Q Cath Lab Room 2 | $904,261.00 | GE | 12/30/2015 |
| MIDWEST CITY | Osage Ambulance | $125,559.00 | GE | 10/31/2017 |
| MIDWEST CITY | LifeNet ECG Cardiac Monitors | $487,761.60 | GE | 12/7/2017 |
| MIDWEST CITY | Infant Warmers | $89,846.92 | GE | 12/12/2017 |
| MIDWEST CITY | Radio Equipment and Signage for Osage Ambulance | $10,980.13 | GE | 12/15/2017 |
| MIDWEST CITY PPM | Portable Echocardiograph Machine | $67,987.75 | GE | 8/10/2017 |
| MILTON | ECHO MACHINE | $116,500.00 | GE | 12/14/2013 |
| MILTON | STERILIZATION SYSTEM | $99,500.00 | GE | 12/30/2013 |
| MILTON | TELEMETRY SYSTEM | $216,541.45 | GE | 9/30/2014 |
| MILTON | ANESTHESIA MONITORS | $96,620.18 | GE | 6/17/2015 |
| MILTON | Patient Cardiac Monitors | $151,104.15 | GE | 9/22/2016 |
| MILTON | Patient Cardiac Monitors (ECG) | $287,860.00 | GE | 9/30/2016 |
| MILTON | Anesthesia Machine | $88,668.14 | GE | 1/26/2017 |

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| MILTON | Ultrasound Machines (2) | $234,806.00 | GE | 2/13/2017 |
| MONROE | LIGHTSPEED 16 SLICE CT | $397,725.73 | GE | 12/14/2013 |
| MONROE | Digital Mammography (Ultrasound) | $74,025.00 | GE | 1/6/2014 |
| MONROE | Definium 8000 | $384,671.55 | GE | 9/14/2014 |
| MONROE | Digital Mammography (Bone Densitometer) | $38,250.00 | GE | 1/11/2016 |
| MONROE | Digital Mammography | $177,070.00 | GE | 1/24/2016 |
| MONROE | Digital Mammography | $366,583.68 | GE | 9/6/2016 |
| MONROE | REPLACEMENT HOSPITAL (Digital Mammo) | $5,057,092.00 | GE | 9/14/2016 |
| MONROE | Oasys Monitors | $267,055.00 | GE | 3/1/2017 |
| MONROE | Hill Rom Beds | $399,281.29 | GE | 5/21/2017 |
| MONROE | Alpha Pro Surgical Tables | $140,000.00 | GE | 6/19/2017 |
| MOORESVILLE | 64 SLICE CT SCANNER | $1,131,621.00 | GE | 12/30/2013 |
| MOORESVILLE | CT | $420,269.00 | GE | 3/15/2014 |
| MOORESVILLE | TELEMETRY EQUIPMENT | $47,286.00 | GE | 9/30/2014 |
| MOORESVILLE | ER MONITORING EQUIPMENT | $192,398.00 | GE | 3/15/2015 |
| MOORESVILLE | ANESTHESIA MONITORS | $63,790.00 | GE | 1/1/2016 |
| MOORESVILLE | CARDIAC MONITORS | $138,697.00 | GE | 4/1/2016 |
| MOORESVILLE | Cysto Room | $310,763.00 | GE | 5/25/2017 |
| MOORESVILLE | 8 MONITORS FOR ASC OR | $117,719.00 | GE | |
| MOORESVILLE/SURG CTR | Dash Monitors | $117,719.36 | GE | 9/20/2015 |
| MOORESVILLE/SURG CTR | Telemetry Monitors and Accessories | $122,902.68 | GE | 9/20/2017 |
| MOORESVILLE/SURG CTR | Monitors/Telemetry Sys | $89,609.55 | GE | 12/31/2017 |
| MOORESVILLE/SURG CTR | Image Vault | $27,925.00 | GE | 3/27/2018 |
| MOORESVILLE/SURG CTR | Vivid Ultrasound | $119,394.01 | GE | 3/27/2018 |
| MOORESVILLE/SURG CTR | Anesthesia Machines and Monitors | $290,640.89 | GE | |
| NAPLES - COLLIER | Medtronic Fusion Navigation | $128,472.00 | GE | 12/20/2015 |
| NAPLES - COLLIER | Echo Equipment Vivid E9 | $175,021.30 | GE | 12/28/2015 |
| NAPLES - PR | CARDIO LAB | $133,029.00 | GE | 12/30/2013 |
| NAPLES - PR | Echo Equipment Vivid E9 | $353,221.80 | GE | 6/22/2016 |
| NAPLES - PR | Nurse Call System; Fire Alarm | $1,422,520.00 | GE | 12/28/2016 |
| NAPLES - PR | Microscope; Clip Removers; Instrumentation | $220,201.15 | GE | 2/24/2017 |

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|---|---|---|---|---|
| NAPLES - PR | RadPRO Mobile Digital Unit | $173,458.00 | GE | 3/12/2017 |
| NAPLES - PR | Ultrasound Machine | $149,934.00 | GE | 3/21/2017 |
| NAPLES - PR CLINIC | C-Arm; Imaging Table | $144,497.00 | GE | 12/15/2015 |
| NAPLES PINE RIDGE | Dr. Kathleen Galatro Equipment | $212,979.20 | GE | 3/27/2013 |
| NATCHEZ | ANESTHESIA MACHINES | $408,213.00 | GE | 1/1/2014 |
| NATCHEZ | ENDO-UROLOGY PACKAGE | $285,000.00 | GE | 6/30/2014 |
| NATCHEZ | PROTEUS RADIOGRAPHIC SYSTEM | $73,757.00 | GE | 8/3/2015 |
| NATCHEZ | 72-Slice CT | $844,321.00 | GE | 3/21/2016 |
| Osler Medical Group | Olympus Cystoscopy System | $107,263.56 | GE | 9/20/2017 |
| PAINTSVILLE | GASTROSCOPE & ENDOSCOPE | $58,891.00 | GE | 12/30/2013 |
| PAINTSVILLE | ANESTHESIA MACHINES | $156,042.00 | GE | 3/30/2014 |
| PAINTSVILLE | Monitoring System (ER) | $217,013.00 | GE | 12/21/2014 |
| PAINTSVILLE | C-ARM | $112,000.00 | GE | 2/25/2015 |
| PAINTSVILLE | Boston Scientific Swiss LithoClast System | $51,000.00 | GE | 9/16/2017 |
| PAINTSVILLE | Various OR Equipment | $648,665.95 | GE | 9/19/2017 |
| POPLAR BLUFF | POST ANESTHESIA CARE UNIT | $144,675.00 | GE | 5/30/2013 |
| POPLAR BLUFF | 20” FLAT SCREEN TV’S (240) | $209,550.00 | GE | 7/7/2013 |
| POPLAR BLUFF | STERRAD STERILIZATION SYSTEM | $221,830.00 | GE | 7/7/2013 |
| POPLAR BLUFF | ULTRASOUND | $54,800.00 | GE | 9/1/2013 |
| POPLAR BLUFF | CHEMISTRY ANALYZER | $105,000.00 | GE | 12/30/2013 |
| POPLAR BLUFF | Intravascular Ultrasound Machine | $168,267.00 | GE | 1/31/2016 |
| POPLAR BLUFF | 64-Slice CT | $1,330,154.00 | GE | 6/1/2016 |
| POPLAR BLUFF | 64-Slice CT (Medrad Injector & Abbot iStat) | $1,148,131.00 | GE | 6/14/2016 |
| POPLAR BLUFF | Nuclear Medicine Camera | $315,809.73 | GE | 6/20/2016 |
| POPLAR BLUFF | 64-Slice CT (AW server) | | GE | 6/30/2016 |
| POPLAR BLUFF | Radiology Equipment | $504,779.00 | GE | 10/1/2016 |
| POPLAR BLUFF | Generator Cautry Units | $78,440.00 | GE | 7/23/2017 |
| POPLAR BLUFF | Monitors | $2,063,773.27 | GE | 11/14/2017 |
| POPLAR BLUFF | GE Monitoring Equipment | $625,899.66 | GE | 11/30/2017 |
| POPLAR BLUFF | Surgical Table | $423,974.00 | GE | 12/17/2017 |
| POPLAR BLUFF | Aespire Anesthesia Monitors | $93,311.83 | GE | 12/31/2017 |
| POPLAR BLUFF | Endoscopy Scopes | $819,036.13 | GE | 2/8/2018 |
| POPLAR BLUFF | C Arm #3 | $142,107.00 | GE | 2/8/2018 |

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| POPLAR BLUFF | C Arm #2 | $181,549.50 | GE | 2/8/2018 |
| POPLAR BLUFF | Endoscopic Ultrasound | $145,450.09 | GE | 2/28/2018 |
| POPLAR BLUFF | C Arm #1 | $134,687.00 | GE | 3/21/2018 |
| POPLAR BLUFF | STERRAD NX STERILIZATION SYSTEM | $48,003.00 | GE | |
| POPLAR BLUFF | Linear Accelerator | $3,583,739.00 | GE | |
| PORT CHARLOTTE | VIDEO TOWER WITH 2 CAMERA HEADS | $87,521.73 | GE | 6/30/2013 |
| PORT CHARLOTTE | DIGITAL MOBILE C-ARM | $194,000.00 | GE | 5/14/2014 |
| PORT CHARLOTTE | DIGITAL MAMMOS | $615,042.04 | GE | 1/1/2015 |
| PORT CHARLOTTE | Cardiac Tower (Karl Storz) | $202,774.58 | GE | 1/27/2017 |
| PORT CHARLOTTE | Cardiac Tower (GE Aespire Anesthesia) | $150,557.46 | GE | 1/27/2017 |
| PORT CHARLOTTE | Cardiac Tower (Omega) | $734,234.97 | GE | 1/27/2017 |
| PORT CHARLOTTE | Cardiac Tower (Mindray) | $700,556.83 | GE | 1/27/2017 |
| PORT CHARLOTTE | Cardiac Tower (Rad Pro Cannon) | $147,640.00 | GE | 1/27/2017 |
| PORT CHARLOTTE | Cardiac Tower | | GE | |
| Pryor | VOIP System Sch 2 | $37,918.71 | GE | 4/20/2017 |
| Pryor | MRI Upgrade | $828,812.85 | GE | 6/27/2017 |
| Pryor | VOIP System | $214,872.71 | GE | 6/28/2017 |
| Pryor | Optima CT 660 (32 Slice CT) | $515,172.65 | GE | 2/20/2018 |
| PUNTA GORDA | C-ARM | $143,188.20 | GE | 8/30/2013 |
| PUNTA GORDA | C-ARM | $123,690.00 | GE | 10/30/2014 |
| PUNTA GORDA | Digital Mammography | $367,255.00 | GE | 6/20/2017 |
| PUNTA GORDA/RVERSIDE | Spinal Table | $104,235.04 | GE | 12/7/2017 |
| ROCKLEDGE | Surgical Robot System | $1,060,000.00 | GE | 9/17/2017 |
| ROCKLEDGE | DR Portable X-Ray Machine | $149,500.00 | GE | 6/10/2018 |
| SEBASTIAN | ICU BEDS | $88,101.00 | GE | 9/14/2013 |
| SEBASTIAN | VASCULAR C-ARM | $262,027.00 | GE | 10/27/2014 |
| SEBASTIAN | PATIENT MONITORING SYSTEM / NURSING STATIONS | $520,138.00 | GE | 12/7/2014 |
| SEBASTIAN | EKG MACHINE | $12,565.00 | GE | 12/8/2014 |
| SEBASTIAN | Defibrillators | $62,000.00 | GE | 10/14/2015 |
| SEBASTIAN | Cath Lab | $1,150,688.76 | GE | 4/19/2017 |
| SEBASTIAN | Image Vault | $52,790.00 | GE | 7/21/2017 |
| SEBASTIAN | HP SAS Storage | $ 8,139.31 | GE | 9/21/2017 |
| SEBASTIAN | Mako Robot | $1,060,000.00 | GE | 12/28/2017 |

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| SEBASTIAN | Radiography & Fluroscopy | $406,950.00 | GE | 3/21/2018 |
| SEBASTIAN | Innova System | $971,726.60 | GE | 5/3/2018 |
| SEBASTIAN | BioMerieux Vitek | $54,336.60 | GE | 6/24/2018 |
| SEBASTIAN | Mindray Monitoring | $214,994.99 | GE | 6/26/2018 |
| SEBASTIAN | Echo System | $266,698.32 | GE | |
| SEBRING | ULTRASOUND MACHINE | $120,050.00 | GE | 12/14/2014 |
| SEBRING | ANESTHESIA MACHINES | $111,000.00 | GE | 3/24/2015 |
| SEBRING | ECHO MACHINE | $235,875.00 | GE | 3/24/2015 |
| SEBRING | MOBILE C-ARM | $212,861.00 | GE | 5/15/2015 |
| SEBRING | ENDCOSCOPIC SYSTEM | $205,000.00 | GE | 1/1/2016 |
| SEBRING | DIGITAL MAMMO | $438,846.51 | GE | 5/17/2016 |
| SEBRING | OEC C-Arm | $272,168.70 | GE | 5/21/2018 |
| SEBRING CLINIC | XRAY MACHINE | $220,849.00 | GE | 2/28/2014 |
| Seminole | MindRay Patient Monitoring System | $181,299.47 | GE | 3/29/2018 |
| SHANDS LIVE OAK | Ultrasound | $171,552.00 | GE | 12/15/2016 |
| SHANDS LIVE OAK | Infinia Nuclear Camera | $373,579.71 | GE | 3/21/2017 |
| SPRING HILL | CATH LAB MONITORING | $124,652.00 | GE | 11/14/2013 |
| SPRING HILL | MRI | $1,126,699.75 | GE | 12/30/2013 |
| SPRING HILL | DIGITAL MAMMO | $550,487.00 | GE | 12/14/2014 |
| SPRING HILL | ULTRASOUND | $138,600.00 | GE | 7/1/2015 |
| SPRING HILL | Telemetry System (2 North) | $122,820.00 | GE | 11/26/2015 |
| SPRING HILL | Surgical Towers (2) | $183,563.00 | GE | 2/3/2016 |
| SPRING HILL | SPECIAL PROCEDURES ROOM | $798,943.00 | GE | 6/1/2016 |
| SPRING HILL | SPECIAL PROCEDURES ROOM (Solar Monitors) | $37,476.00 | GE | 6/1/2016 |
| SPRING HILL | Urology Room Upgrade | $371,311.00 | GE | 3/1/2017 |
| ST CLOUD | CT SCANNER | $1,234,467.26 | GE | 10/14/2011 |
| ST CLOUD | PATIENT MONITORING SYSTEM | $203,839.00 | GE | 1/1/2014 |
| ST CLOUD | DIGITAL MAMMO | $397,389.00 | GE | 9/15/2015 |
| ST CLOUD CLINIC | Ultrasound Machine | $59,048.00 | GE | 10/25/2015 |
| STARKE | Ultrasound | $187,411.00 | GE | 6/19/2017 |
| STATESBORO | VCT SCANNER | $1,135,336.30 | GE | 3/30/2012 |
| STATESBORO | 16 SLICE CT SCANNER | $824,711.00 | GE | 6/24/2012 |
| STATESBORO | ICU MONITORS | $285,156.00 | GE | 1/30/2013 |
| STATESBORO | CARDIAC CATH LAB REPLACEMENT | $1,334,724.00 | GE | 2/14/2013 |

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|---|---|---|---|---|
| STATESBORO | BEDS | $277,262.00 | GE | 11/30/2013 |
| STATESBORO | DIGITAL C-ARM | $138,770.00 | GE | 2/14/2014 |
| STATESBORO | C-ARM | $143,352.00 | GE | 12/23/2014 |
| STATESBORO | CARDIAC CATH LAB | $931,579.19 | GE | 5/15/2015 |
| STATESBORO | ANALYZERS | $285,380.00 | GE | 1/21/2016 |
| STATESBORO | REPLACEMENT ECHO MACHINE | $139,967.00 | GE | 6/28/2016 |
| STATESBORO | St Jude EP Equipment | $617,899.00 | GE | 9/2/2016 |
| STATESBORO | Boston Scientific EP Equipment | $30,000.00 | GE | 9/2/2016 |
| STATESBORO | Mizuhosi Table | $102,907.35 | GE | 9/20/2017 |
| STATESBORO | Ultrasound | $153,324.00 | GE | 10/2/2017 |
| STATESBORO | Olympus EUS System | $484,866.74 | GE | 11/12/2017 |
| STATESBORO | OEC 9900 C-Arm | $178,687.50 | GE | 3/26/2018 |
| STATESBORO | Signa 1.5 EchSpeed System | $907,000.00 | GE | |
| STATESBORO | Buildout Signa EchoSpeed | $217,442.00 | GE | |
| STATESVILLE | ACCUDOSE CABINETS | $69,376.00 | GE | 6/14/2013 |
| STATESVILLE | PROTEUS RAD ROOM | $77,517.00 | GE | 12/14/2013 |
| STATESVILLE | Med Rad Dual Injector | $33,785.00 | GE | 6/1/2014 |
| STATESVILLE | CATH LAB WITH PCI | $986,611.94 | GE | 5/15/2015 |
| STATESVILLE | MedRad Dual Injector | $33,785.00 | GE | 5/20/2015 |
| STATESVILLE | Med Rad Provis Injector | $18,463.75 | GE | 6/1/2015 |
| STATESVILLE | DATASCOPE BALLOON PUMP | $46,624.75 | GE | 6/1/2015 |
| STATESVILLE | ANGIOJET INJECTOR | $38,000.00 | GE | 6/1/2015 |
| STATESVILLE | SIGNATURE ANALYZER | $13,000.00 | GE | 6/1/2015 |
| STATESVILLE | AVOXIMETER | $ 4,999.00 | GE | 6/1/2015 |
| STATESVILLE | SONOSITE ULTRASOUND | $28,077.20 | GE | 6/1/2015 |
| STATESVILLE | AGFA imager | $34,503.00 | GE | 7/1/2015 |
| STATESVILLE | 64 SLICE CT | $962,701.96 | GE | 7/1/2015 |
| STATESVILLE | C-Arm | $145,503.00 | GE | 12/7/2017 |
| STATESVILLE | C-Arm - Original Agmt with CER | $168,644.25 | GE | |
| TOPPENISH | MAMMOGRAPHY SYSTEM | $74,165.00 | GE | 2/28/2013 |
| TOPPENISH | C-ARM | $144,584.00 | GE | 9/1/2013 |
| TOPPENISH | Ultrasound Machine | $133,952.00 | GE | 3/15/2016 |
| TOPPENISH | Acute Care Patient Beds | $74,348.02 | GE | 3/29/2018 |

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|---|---|---|---|---|
| TULLAHOMA | CT SCANNER | $1,018,752.20 | GE | 6/30/2011 |
| TULLAHOMA | BAXTER IV PUMPS | $250,635.00 | GE | 7/14/2013 |
| TULLAHOMA | EKG MONITOR | $13,764.50 | GE | 12/30/2013 |
| TULLAHOMA | TOWER BUILDOUT - DASH MONITORS | $49,161.21 | GE | 3/30/2014 |
| TULLAHOMA | TOWER BUILDOUT - DINAMAP & CIC MONITORS | $84,306.91 | GE | 6/30/2014 |
| TULLAHOMA | PACS Storage System Upgrade | $586,502.00 | GE | 10/1/2015 |
| TULLAHOMA | OR Expansion (Truevision Microsurgery System) | $201,500.00 | GE | 12/1/2015 |
| TULLAHOMA | OR Expansion (Aisys Anesthesia) | $171,918.66 | GE | 1/1/2016 |
| TULLAHOMA | OR Expansion (Steris Tables) | $81,072.35 | GE | 3/1/2016 |
| TULLAHOMA | Patient Monitoring System (ICU) | $121,606.08 | GE | 3/16/2016 |
| TULLAHOMA | OR Expansion (Steris Surgical System) | $350,509.28 | GE | 4/15/2016 |
| TULLAHOMA | OR Expansion (DASH Monitors) | $54,336.35 | GE | 5/15/2016 |
| TULLAHOMA | C-Arm | $194,539.00 | GE | 10/1/2016 |
| TULLAHOMA | PACS Workstation | $72,251.20 | GE | 12/7/2017 |
| TULLAHOMA | EKG Carts | $53,693.20 | GE | 3/21/2018 |
| TULLAHOMA | Pumps | $130,175.00 | GE | 5/29/2018 |
| TULLAHOMA | BioMerieux Vitek | $81,250.00 | GE | 6/28/2018 |
| TULLAHOMA | Image Vault | $11,977.00 | GE | |
| TULLAHOMA | HL7 | $22,558.38 | GE | |
| TULLAHOMA | Vivid Ultrasound | $193,390.50 | GE | |
| VAN BUREN | ARTHROSCOPY TOWER & EQUIPMENT | $177,167.00 | GE | 8/30/2013 |
| VAN BUREN | Endoscopic Equipment | $140,527.33 | GE | 8/27/2017 |
| VENICE | STERILIZER - WASHER | $143,035.00 | GE | 9/14/2013 |
| VENICE | Workstations | $66,768.00 | GE | 3/17/2014 |
| VENICE | Pro Telemetry | $379,000.00 | GE | 2/15/2015 |
| VENICE | MACLAB WORKSTATIONS | $105,205.22 | GE | 6/17/2015 |
| VENICE | Urology Surgical Equipment | $152,182.34 | GE | 8/27/2017 |
| VENICE | Navigation System | $455,189.08 | GE | 11/5/2017 |
| VENICE | EP Service Line Equipment | $169,967.60 | GE | 12/20/2017 |
| WILLIAMSON | ECHO MACHINE | $118,295.00 | GE | 1/5/2015 |
| WILLIAMSON | Endoscopy System | $348,328.00 | GE | 12/1/2015 |
| WILLIAMSON | Cardiac Monitoring System | $191,477.39 | GE | 9/22/2016 |
| WINDER | C-Arm | $189,423.00 | GE | 9/20/2017 |

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| WUESTHOFF - MELBOURNE | Endoscopy System | $374,674.00 | GE | 2/14/2016 |
| WUESTHOFF - MELBOURNE | ICU Conversion Project (Hill Rom Beds) | $204,444.00 | GE | 1/1/2017 |
| WUESTHOFF - MELBOURNE | Fetal Monitors | $130,806.96 | GE | 3/21/2017 |
| WUESTHOFF - ROCKLEDGE | Endoscopic Ultrasound System | $603,844.00 | GE | 1/17/2017 |
| WUESTHOFF - ROCKLEDGE | Dinamap Monitors | $ 5,346.30 | GE | 3/19/2017 |
| WUESTHOFF - ROCKLEDGE | Telemetry System | $162,487.19 | GE | 3/19/2017 |
| YAKIMA | DIAMOND MAMMO SYSTEM | $73,495.50 | GE | 3/30/2013 |
| YAKIMA | MACLAB AND PACS | $565,385.99 | GE | 5/23/2014 |
| YAKIMA | SURGERY WASHER | $80,998.00 | GE | 8/16/2014 |
| YAKIMA | DASH 4000 MONITORS | $78,239.02 | GE | 6/15/2015 |
| YAKIMA | Cath Lab | $517,841.69 | GE | 5/23/2016 |
| YAKIMA | Carrot Flat Panel Display | $128,002.00 | GE | 6/1/2016 |
| YAKIMA | VENTILATORS | $116,638.60 | GE | 9/29/2016 |
| YAKIMA | Getinge Pump | $147,373.00 | GE | 3/2/2017 |
| YAKIMA | Biosense Webster CARTO/ St Jude Medical Lab System | $599,000.00 | GE | 9/19/2017 |
| YAKIMA | GE Innova | $892,302.69 | GE | 9/19/2017 |
| YAKIMA | Acute Care Beds | $210,109.83 | GE | 3/26/2018 |
| YAKIMA | Monitor and Video Cart | $18,830.50 | GE | 6/27/2018 |
| YAKIMA | Balloon Pumps | $172,196.75 | GE | |
| YAKIMA | Mammography System | $346,697.00 | GE | |
| YAKIMA | Nuclear Camera | $376,647.70 | GE | |
| YAKIMA | Vivid Ultrasound | $174,776.80 | GE | |
| MILTON | 64 SLICE CT SCANNER | $1,514,872.00 | GE/CitiCorp | 6/30/2013 |
| NAPLES - PR | ROBOTIC ORTHO SYSTEM | $895,000.00 | Health Capital | 10/9/2012 |
| JAMESTOWN | CO2 LASER | $120,250.00 | Heartland Business Credit | 11/12/2012 |
| AMORY | DIGITAL MAMMO | $537,000.00 | Highland Capital | 5/1/2014 |
| STATESVILLE | DIGITAL MAMMOGRAPHY | $376,300.00 | Highland Capital | 8/12/2014 |
| TULLAHOMA | DIGITAL MAMMOGRAPHY | $411,411.00 | Highland Capital | 3/4/2014 |
| CORP | IBM DISASTER RECOVERY MAINFRAME | $68,030.00 | IBM | 12/13/2011 |
| CORP | DISASTER RECOVERY MAINFRAME | $68,030.00 | IBM | 12/31/2011 |

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|---|---|---|---|---|
| CORP | IBM Storage device | $186,800.00 | IBM | 3/25/2012 |
| CORP | IBM CORE XEION | $19,585.00 | IBM | 9/28/2012 |
| CORP | IBM/AS400 9406-520 SERVER | $299,647.00 | IBM | 3/30/2013 |
| CORP | LAB INFO SYSTEM | $344,623.00 | IBM | 4/2/2013 |
| CORP | RAID ADAPTER SUPPLEMENTAL EQUIPMENT | $22,477.00 | IBM | 5/25/2013 |
| CORP | PHARMACY SYSTEM UPDATE | $199,733.00 | IBM | 6/4/2013 |
| CORP | DISASTER RECOVERY MAINFRAME | $253,943.00 | IBM | 7/7/2013 |
| CORP | INTERFACE BOX FOR PATIENT FOLDER | $95,303.00 | IBM | 7/27/2013 |
| CORP | AS/400 SYSTEM | $72,463.00 | IBM | 8/14/2013 |
| CORP | AS 400 | $72,463.00 | IBM | 8/18/2013 |
| CORP | IBM POWER 750 EXPRESS | $92,961.00 | IBM | 8/31/2013 |
| CORP | SOFTLAB SYSTEM | $92,961.00 | IBM | 9/1/2013 |
| CORP | LAB INFO SYSTEM | $104,680.16 | IBM | 9/12/2013 |
| CORP | IBM CORE XEION | $229,340.00 | IBM | 12/7/2013 |
| CORP | LIS SERVER REPLACEMENTS | $16,518.00 | IBM | 5/7/2014 |
| CORP | IBM System Z10 | $210,348.00 | IBM | 5/7/2014 |
| CORP | IBM Eclipse | $47,969.00 | IBM | 5/7/2014 |
| CORP | IBM Eclipse | $132,028.00 | IBM | 5/7/2014 |
| CORP | IBM Storage device enclosure | $78,786.00 | IBM | 5/7/2014 |
| CORP | AS/400 SYSTEM (10) | $286,374.00 | IBM | 5/31/2014 |
| CORPORATE | Mainframe (Atlanta) | $419,614.00 | IBM | |
| CORP | 10 AS/400 Servers | $247,511.00 | IBM Credit | |
| Bayfront | StealthStation | $569,000.00 | ICSE | 8/15/2016 |
| BILOXI | R & F Room | $477,740.47 | ICSE | 10/14/2014 |
| BILOXI ASC | Recorder; Stirrups; Glidescope | $52,895.00 | ICSE | 9/14/2014 |
| BILOXI ASC | Sterilizer | $44,011.00 | ICSE | 2/15/2015 |
| BRANDON | Imaging Table | $113,797.00 | ICSE | 9/14/2014 |
| BRANDON CLINIC | X Ray Machine; Buildout | $87,445.00 | ICSE | 6/14/2014 |
| CANTON | DaVinci | $1,551,607.00 | ICSE | 4/15/2015 |
| CARLISLE | Instrumentation/Equipment | $118,196.60 | ICSE | 9/14/2014 |
| CARLISLE | Coagulation Analyzers | $78,440.00 | ICSE | 2/15/2015 |
| CHESTER | Eye Laser | $93,000.00 | ICSE | 6/14/2014 |
| CHESTER | Telemetry System | $114,034.89 | ICSE | 6/14/2014 |

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|---|---|---|---|---|
| CHESTER | Sterilizers | $154,119.90 | ICSE | 10/14/2014 |
| DADE CITY | Patient Monitoring System | $153,926.64 | ICSE | 1/1/2016 |
| DADE CITY | AccuDose Equipment | $196,700.00 | ICSE | 7/15/2016 |
| DALLAS REGIONAL | Sterilizer | $164,482.00 | ICSE | 1/15/2015 |
| DALLAS REGIONAL | Sterilizer | $82,186.00 | ICSE | |
| DALLAS/GALLOWAY | AccuDose Equipment | $336,855.00 | ICSE | 9/15/2016 |
| FLOWOOD | DaVinci | $1,767,077.00 | ICSE | 4/15/2015 |
| FLOWOOD | DaVinci Robot | $1,390,000.00 | ICSE | |
| FLOWOOD EAST | Patient Room Furniture | $135,233.00 | ICSE | 7/15/2015 |
| FORT SMITH | Cysto Table | $314,308.00 | ICSE | 3/14/2015 |
| GADSDEN | Fluorescence Imaging Upgrade | $125,000.00 | ICSE | |
| HARTSVILLE | AccuDose Equipment | $423,626.00 | ICSE | 7/15/2016 |
| HARTSVILLE MED GRP LLC | Phone System | $56,575.80 | ICSE | 4/15/2016 |
| JACKSON | Heart/Lung Perfusion System (2); Pump Controller (2) | $395,897.00 | ICSE | 6/15/2015 |
| JACKSON | Archive Servers for PACS Sys | $290,627.25 | ICSE | 10/15/2015 |
| Knoxville PRMC | Cardiac Mapping System -ICSE Lease | $179,774.00 | ICSE | 10/15/2015 |
| Knoxville PRMC | Allura Xper FD20 | $784,589.20 | ICSE | 6/15/2016 |
| LANCASTER HEART | Opus II System | $257,000.00 | ICSE | 9/15/2015 |
| LANCASTER HEART | Sterrad Sterilizers | $163,331.88 | ICSE | 8/15/2016 |
| LANCASTER/ROSE CITY | AccuDose Equipment | $387,532.00 | ICSE | 10/15/2016 |
| LEBANON | Force Triad Energy Platforms | $168,366.00 | ICSE | |
| MIDWEST CITY | Stress Test Unit (3) | $72,134.10 | ICSE | 6/14/2014 |
| MIDWEST CITY | Tables (2) | $94,743.00 | ICSE | 9/14/2014 |
| MIDWEST CITY | da Vinci Upgrade - ICSE | $125,350.00 | ICSE | 10/15/2015 |
| MOORESVILLE | ADVANTA BED SYSTEM | $85,570.00 | ICSE | 9/14/2014 |
| MOORESVILLE/SURG CTR | AccuDose Equipment | $355,212.00 | ICSE | 10/15/2016 |
| NAPLES - COLLIER | PACS Hardware; Voice Recognition System | $511,867.00 | ICSE | 6/15/2015 |
| NATCHEZ | Sonic Cleaner | $75,976.00 | ICSE | 7/14/2014 |
| POPLAR BLUFF | CDW IT Equipment | $1,427,984.25 | ICSE | 6/15/2015 |
| POPLAR BLUFF | Furniture | $2,065,365.54 | ICSE | 7/15/2015 |
| POPLAR BLUFF | TVs | $199,247.74 | ICSE | 12/1/2015 |
| POPLAR BLUFF | IT Monitors | $151,135.89 | ICSE | 12/1/2015 |

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| PT CHARLOTTE | AcuDose Auxiliary Cabinet | $201,266.00 | ICSE | 11/15/2015 |
| PUNTA GORDA | Portable Digital Radiology | $159,924.00 | ICSE | 12/15/2014 |
| PUNTA GORDA/RVERSIDE | AccuDose Equipment | $303,806.00 | ICSE | 8/15/2016 |
| SEBASTIAN | Endobronchial Ultrasound | $155,644.00 | ICSE | 5/15/2015 |
| SEBASTIAN | AccuDose Equipment | $119,790.00 | ICSE | 6/15/2016 |
| SEBRING | Telemetry Monitors | $102,309.92 | ICSE | 10/14/2014 |
| SEBRING | AccuDose Equipment | $109,212.00 | ICSE | 9/15/2016 |
| SPRING HILL | Central Monitoring System (ER) | $185,944.00 | ICSE | 5/15/2015 |
| ST CLOUD CLINIC | Urodynamic System | $32,195.00 | ICSE | 6/14/2014 |
| STATESBORO | AccuDose Equipment | $409,260.02 | ICSE | 5/15/2016 |
| VENICE | Sterilizers (5) | $102,103.00 | ICSE | 12/15/2014 |
| DURANT | URINALYSIS EQUIPMENT | $111,500.00 | IRIS | 12/7/2013 |
| BROOKSVILLE | MRI Upgrade (8 Channel Coils) | $378,290.00 | ISCE | 6/15/2015 |
| Knoxville PRMC | DaVinci upgrade | $241,650.00 | ISCE | 6/15/2015 |
| ANNISTON | Endoscopy Tower | $122,362.00 | Karl Storz | 2/7/2017 |
| DALLAS REGIONAL | Endo Cameras | $120,908.00 | Karl Storz | |
| JACKSON | HD VIDEO UPGRADE | $244,282.00 | Karl Storz | 8/30/2012 |
| MONROE | Laparoscopic Video Equipment | $375,000.04 | Karl Storz | 4/30/2017 |
| POPLAR BLUFF | ENDOSCOPY EQUIPMENT | $80,332.00 | Karl Storz | 7/31/2012 |
| POPLAR BLUFF | Video Equipment | $459,232.20 | Karl Storz | 9/21/2017 |
| POPLAR BLUFF | Endscopy Equipment | $210,443.14 | Karl Storz | 12/17/2017 |
| POPLAR BLUFF | Urologic Equipment | $331,548.32 | Karl Storz | |
| STATESBORO | Endoscopic System OR | $424,088.30 | Karl Storz | 11/8/2017 |
| WILLIAMSON | Surgical Video Tower; Equipment | $110,848.00 | Karl Storz | 9/22/2014 |
| WUESTHOFF - MELBOURNE | Central Imaging & Data Archiving System | $96,930.00 | Karl Storz | 7/15/2016 |
| NAPLES - COLLIER | OR HD Video Upgrade | $260,241.00 | Karl Storz/Wells Fargo | 11/22/2013 |
| VENICE | UROLOGY CYSTOSCOPY EQUIPMENT | $323,992.77 | Karl Storz/Wells Fargo | 9/1/2013 |
| VENICE | TOWERS (3) | $188,062.00 | Karl Storz/Wells Fargo | |
| VENICE | ARTHROSCOPY CAMERAS | $91,971.00 | Karl Storz/Wells Fargo | |
| NAPLES PINE RIDGE | Konica Minolta Copier | $ 4,280.98 | Konica Minolta | 1/20/2014 |
| BILOXI | Coagulation Instruments (2) | $139,100.00 | LaSalle | 6/1/2017 |
| FLOWOOD | ER CENTRAL MONITORING SYSTEM | $105,666.00 | LaSalle | 11/30/2014 |
| FLOWOOD | PATIENT MONITORING SYSTEM | $128,828.00 | LaSalle | 5/1/2015 |

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|---|---|---|---|---|
| SEBRING | PATIENT ICU MONITORING SYSTEM | $227,141.00 | LaSalle | 1/1/2015 |
| SEBRING | PACU MONITORS | $87,002.51 | LaSalle | 4/1/2015 |
| BARTOW | Echo Ultrasound Machine | $77,671.00 | Macquarie | 8/14/2014 |
| Knoxville PRMC | Solargen 2100s CV Therapy Console | $330,000.00 | Macquarie Equipment Finance | 2/23/2012 |
| BRANDON | Accudose | $23,771.00 | Marquette | 2/11/2014 |
| BRANDON | McKesson Accudose | $71,499.00 | Marquette | 12/12/2014 |
| BRANDON | Hill-Rom Total Care Beds | $142,943.25 | Marquette | 5/26/2015 |
| CANTON | Accudose | $41,108.00 | Marquette | 8/9/2014 |
| VENICE | Accudose | $129,731.00 | Marquette | 5/1/2014 |
| BILOXI | Bio Rad Evolis Instrument | $65,534.00 | Marquette Equipment Finance | 10/13/2014 |
| BILOXI ASC | Endoscopic Insufflator | $8,624.00 | Marquette Equipment Finance | 1/1/2014 |
| BILOXI ASC | Ansthesia Machines (2) | $42,800.00 | Marquette Equipment Finance | 2/9/2014 |
| BILOXI ASC | Scope Washer | $58,655.00 | Marquette Equipment Finance | 2/9/2014 |
| BRANDON | ACCUDOSE CABINETS | $23,771.00 | Marquette Equipment Finance | 2/11/2014 |
| BRANDON | Create 15-Bed Burn Unit | $2,505,721.00 | Marquette Equipment Finance | 5/25/2015 |
| CLARKSDALE | Sterilizer | $131,013.00 | Marquette Equipment Finance | 5/24/2015 |
| CRYSTAL RIVER | ACCUDOSE EQUIPMENT | $47,635.00 | Marquette Equipment Finance | 11/17/2014 |
| CRYSTAL RIVER | Sterilizers (3) | $224,831.00 | Marquette Equipment Finance | 10/19/2015 |
| DADE CITY | BRANCH EXCHANGE SYSTEM | $443,342.00 | Marquette Equipment Finance | 9/23/2013 |
| DALLAS REGIONAL | DIGITAL MAMMO | $224,000.00 | Marquette Equipment Finance | 3/5/2015 |
| DURANT | ACCUDOSE | $29,833.00 | Marquette Equipment Finance | 7/13/2014 |
| FLOWOOD | ELECTRIC CAUTERY UNITS | $169,587.50 | Marquette Equipment Finance | 8/17/2014 |
| FLOWOOD CLINIC | Laser | $135,000.00 | Marquette Equipment Finance | 10/26/2013 |
| FLOWOOD EAST | Birthing Beds (7) | $112,212.00 | Marquette Equipment Finance | 4/8/2015 |
| FORT SMITH | DIALYSIS MACHINES | $103,200.00 | Marquette Equipment Finance | 8/27/2013 |
| GADSDEN | PERFUSION PUMP | $81,399.00 | Marquette Equipment Finance | 11/5/2013 |

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| JACKSON | SURGICAL TABLES | $88,926.00 | Marquette Equipment Finance | 1/25/2015 |
| JACKSON | MINI C-ARM | $57,650.00 | Marquette Equipment Finance | 1/25/2015 |
| JACKSON | Defib Monitors (7) | $139,066.00 | Marquette Equipment Finance | 5/23/2015 |
| KEY WEST | ACCUDOSE CABINETS AND TOWER | $53,697.00 | Marquette Equipment Finance | 5/24/2014 |
| KEY WEST | DIGITAL MAMMO | $500,800.00 | Marquette Equipment Finance | 3/5/2015 |
| LANCASTER CLINIC | Digital Strobe System | $102,720.00 | Marquette Equipment Finance | 10/24/2015 |
| LANCASTER Heart o | ACCUDOSE EQUIPMENT | $41,771.00 | Marquette Equipment Finance | 12/31/2013 |
| LEBANON | ICU RENOVATION | $160,463.00 | Marquette Equipment Finance | 8/16/2014 |
| MIDWEST CITY | ACCUDOSE TOWER & MAIN | $226,564.00 | Marquette Equipment Finance | 7/1/2014 |
| MONROE | ACCUDOSE CABINETS | $47,728.00 | Marquette Equipment Finance | 2/11/2014 |
| MOORESVILLE | POWER DRILLS & SAWS | $231,898.00 | Marquette Equipment Finance | 8/16/2014 |
| MOORESVILLE | DIGITAL MAMMO | $236,000.00 | Marquette Equipment Finance | 5/24/2015 |
| POPLAR BLUFF | Defibrillators (28) | $222,932.00 | Marquette Equipment Finance | 8/1/2015 |
| PORT CHARLOTTE | Ortho Equipment | $116,433.00 | Marquette Equipment Finance | 6/13/2015 |
| SEBASTIAN | ULTRASOUND | $137,840.00 | Marquette Equipment Finance | 4/16/2013 |
| SEBASTIAN | Dispensers | $190,924.00 | Marquette Equipment Finance | 12/22/2014 |
| SEBRING | Acudose Medication Tower | $29,726.00 | Marquette Equipment Finance | 8/1/2014 |
| SPRING HILL | Accudose Tower and Cabinet | $31,772.00 | Marquette Equipment Finance | 8/1/2014 |
| ST CLOUD | GI Equipment | $180,901.00 | Marquette Equipment Finance | 5/23/2015 |
| STATESBORO | REPLACEMENT STERIS UNITS | $124,983.35 | Marquette Equipment Finance | 11/8/2014 |
| VENICE | CVICU - PUMPS | $105,864.00 | Marquette Equipment Finance | 12/1/2013 |
| VENICE | ACCUDOSE | $35,073.00 | Marquette Equipment Finance | 12/24/2013 |
| VENICE | ACCUDOSE | $26,484.00 | Marquette Equipment Finance | 3/31/2014 |
| WINDER | DIGITAL MAMMOGRAPHY | $95,328.00 | Marquette Equipment Finance | 4/1/2013 |

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| WINDER | Acudose | $25,935.00 | Marquette Equipment Finance | 10/24/2014 |
| WINDER | DIGITAL MAMMOGRAPHY | $353,695.00 | Marquette Equipment Finance | 2/15/2015 |
| STATESBORO | ADDITIONAL ENDOSCOPY SUITE | $447,226.14 | Marquette Equipment Finance/TC | 9/8/2014 |
| DADE CITY | VENTILATORS | $122,833.00 | Med One | 12/11/2014 |
| DADE CITY | CATH LAB | $916,174.00 | Med One | 3/25/2015 |
| DALLAS REGIONAL | NUCLEAR CAMERA | $262,570.00 | Med One | 12/4/2014 |
| FLOWOOD | VIDEO EQUIPMENT | $158,800.00 | Med One | 10/27/2012 |
| FLOWOOD | VISION PROJECT - STRYKER | $396,248.00 | Med One | 7/29/2013 |
| FLOWOOD | VIDEO EQUIPMENT | $158,400.00 | Med One | 11/20/2013 |
| FLOWOOD | DA VINCI SYSTEM | $1,390,000.00 | Med One | 4/14/2014 |
| FLOWOOD | MICROSCOPE | $239,397.00 | Med One | 5/12/2014 |
| FLOWOOD EAST | GAMMA CAMERA | $277,363.44 | Med One | 3/23/2015 |
| HARTSVILLE | BRONCHOSCOPE UPGRADE | $175,081.00 | Med One | 7/8/2015 |
| LEBANON | NUCLEAR CAMERA | $310,238.00 | Med One | 12/14/2014 |
| LEBANON | ECHO MACHINE | $136,939.00 | Med One | 3/17/2015 |
| LEHIGH ACRES | MED/SURG BEDS | $206,484.00 | Med One | 3/13/2014 |
| MELBOURNE | Smiths Medical Pumps | $106,240.00 | Med One | |
| MOORESVILLE | ULTRASOUND | $67,950.00 | Med One | 4/8/2014 |
| ROCKLEDGE | Smiths Medical Pumps | $199,010.00 | Med One | |
| SEBASTIAN | MED SURGE AND BARIATRIC BEDS | $213,367.90 | Med One | 4/14/2014 |
| VENICE | C-ARM | $99,561.00 | Med One | 2/24/2015 |
| VENICE | ANGIOGRAPHY SUITE | $1,550,298.00 | Med One | 6/10/2015 |
| WINDER | ER MONITORING EQUIPMENT | $104,446.00 | Med One | 2/17/2015 |
| YAKIMA | ENDOSCOPY | $569,521.00 | Med One | 11/8/2013 |
| SEBASTIAN | COPIERS | $126,063.00 | Minolta | 1/29/2013 |
| STATESBORO | Credit Card Machine | | Northern Leasing Systems, Inc. | 1/23/2013 |
| BROOKSVILLE | ENDOSCOPIC ULTRASOUND | $231,384.00 | Olympus | 3/30/2014 |
| CARLISLE | OR Rooms HD Upgrade | $933,878.68 | Olympus | |
| DALLAS/GALLOWAY | GI Scopes | $223,302.42 | Olympus | |
| GADSDEN | PEDIATRIC COLON SCOPES | $57,148.00 | Olympus | 7/26/2015 |
| JACKSON | Endoscopic Ultrasound | $162,596.53 | Olympus | |
| KNOXVILLE JEFFERSON | GI Lab Scopes | $172,162.45 | Olympus | |

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|---|---|---|---|---|
| Knoxville TCMC | Olympus Video Scopes | $419,334.79 | Olympus | 12/31/2013 |
| LANCASTER REG | ENDOSCOPY EQUIPMENT | $464,148.00 | OLYMPUS | 10/10/2015 |
| MILTON | ENDOSCOPY SYSTEM | $492,578.00 | Olympus | 12/8/2013 |
| PAINTSVILLE | OR SCOPE REPLACEMENT | $251,616.00 | Olympus | 1/20/2014 |
| PUNTA GORDA | ENDO-SCOPES | $94,027.00 | Olympus | 10/8/2014 |
| SEBASTIAN | HD ENDOSCOPY UPGRADED WORKSTATION | $342,122.42 | Olympus | 7/31/2013 |
| SEBRING | ENDOSCOPIC VIDEO SYSTEM | $958,164.00 | Olympus | 11/30/2014 |
| TULLAHOMA | VIDEO TOWERS | $323,367.65 | Olympus | 8/25/2013 |
| VAN BUREN | COLONSCOPES | $53,521.00 | Olympus | 12/24/2013 |
| WINDER | Endoscopes | $140,047.85 | Olympus | |
| AMORY | BUCKY DIAGNOSTIC AND MOBILE X-RAY | $81,720.00 | Philips | 7/26/2014 |
| AMORY | C-Arm | $149,432.00 | Philips | 6/7/2016 |
| ANNISTON | HEMATOLOGY ANALYZER | $187,920.00 | Philips | 9/18/2013 |
| ANNISTON | Cardiac Monitoring System, Telemetry Units | $514,344.72 | Philips | 12/17/2017 |
| BARTOW | IE33 ULTRASOUND MACHINE | $199,350.00 | Philips | 4/20/2015 |
| BARTOW | iE33 Ultrasound System | $162,500.00 | Philips | 4/21/2015 |
| BARTOW | CENTRAL MONITOR STATION UPGRADE | $133,147.00 | Philips | 8/30/2015 |
| BARTOW | Intellivue Monitors | $133,146.80 | Philips | 8/31/2015 |
| BARTOW | 40-Slice CT | $471,800.00 | Philips | |
| BRANDON | MICROSCOPE | $74,000.00 | Philips | 5/6/2013 |
| BRANDON CLINIC | Digital X Ray Unit | $96,665.00 | Philips | 11/15/2015 |
| BROOKSVILLE | 64 SLICE CT SCANNER | $863,809.58 | Philips | 7/22/2013 |
| BROOKSVILLE | DIAGNOSTIC IMAGING DIGITAL ECHO | $160,196.00 | Philips | 12/12/2013 |
| BROOKSVILLE | ED AND SDS PATIENT MONITORS | $75,423.10 | Philips | 4/8/2014 |
| BROOKSVILLE | DIAGNOSTIC IMAGING UPS | $140,394.00 | Philips | 4/8/2014 |
| BROOKSVILLE | Telemetry System | $96,921.00 | Philips | 3/10/2016 |
| BROOKSVILLE | Nuclear Medicine Camera | $292,351.00 | Philips | 7/22/2016 |
| CANTON | Mindray Equipment | $280,052.00 | Philips | 3/22/2017 |
| CARLISLE | LARYNGOSCOPE EQUIPMENT | $69,335.00 | Philips | 11/14/2012 |
| CARLISLE | GAMMA CAMERA | $341,764.00 | Philips | 4/8/2013 |
| CARLISLE | ENDO CAMERA S AND SCOPES | $138,548.00 | Philips | 5/18/2013 |
| CARLISLE | BRIGHTVIEW NUCLEAR CAMERA | $323,780.00 | Philips | 12/30/2013 |

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| CARLISLE | Cardio Physiomonitoring System | $119,958.00 | Philips | 2/22/2018 |
| CHESTER | VIVID CARDIO ULTRASOUND SYSTEM | $130,990.00 | Philips | 1/20/2014 |
| CLARKSDALE | ICU BEDSIDE MONITORS | $164,542.00 | Philips | 3/9/2015 |
| CLARKSDALE | Mobile C-Arm | $174,742.00 | Philips | 6/29/2016 |
| CLARKSDALE | Ultrasound System (2) | $318,434.00 | Philips | 7/11/2016 |
| CLARKSDALE | Telemetry Equipment | $182,118.00 | Philips | 9/29/2016 |
| CRYSTAL RIVER | VITEK2 COMPACT 30 FOR MICROBIO | $58,381.00 | Philips | 11/14/2012 |
| CRYSTAL RIVER | ULTRASOUND EQUIPMENT | $92,760.00 | Philips | 8/1/2013 |
| CRYSTAL RIVER | EKG MACHINES | $86,490.00 | Philips | 10/26/2014 |
| CRYSTAL RIVER | CARDIAC CATHERITZATION & MONITORS | $879,457.00 | Philips | 7/30/2015 |
| CRYSTAL RIVER | C-Arm | $130,732.00 | Philips | 3/22/2017 |
| DADE CITY | NUCLEAR CAMERA | $334,464.00 | Philips | 7/9/2015 |
| DADE CITY | Ultrasound Machine | $132,345.00 | Philips | 7/27/2016 |
| DADE CITY | 16-Slice CT; Injector | $292,221.00 | Philips | 12/1/2016 |
| DALLAS REGIONAL | Telemetry System | $1,002,055.00 | Philips | 12/16/2016 |
| DALLAS WOMAN'S | ENT EQUIPMENT | $197,779.00 | Philips | 3/30/2015 |
| DURANT | SURGERY MONITORS FOR PACU | $184,857.00 | Philips | 6/30/2014 |
| DURANT | Surgery Monitors | $184,857.00 | Philips | 10/1/2015 |
| DURANT | Telemetry Units | $290,512.00 | Philips | 2/22/2016 |
| DURANT | Fetal Monitors | $129,303.00 | Philips | 3/28/2016 |
| DURANT | C-Arm | $120,250.00 | Philips | 4/30/2017 |
| FLOWOOD | OPMI PENTERO MICROSCOPE | $267,505.00 | Philips | 12/5/2012 |
| FLOWOOD | SINGLE PLANE VASCULAR LAB | $748,445.00 | Philips | 8/7/2014 |
| FLOWOOD | 160-Slice CT | $1,367,618.00 | Philips | 4/1/2016 |
| FLOWOOD | Hemodynamics System | $153,221.00 | Philips | 3/28/2017 |
| FORT SMITH | Interventional Radiology Lab | $2,209,527.00 | Philips | 10/28/2015 |
| FORT SMITH | PET CT | $1,989,206.00 | Philips | 11/17/2016 |
| FORT SMITH | Multi Eleva with Flat Detector | $686,333.00 | Philips | 9/28/2017 |
| HAINES CITY | VASCULAR /THORACIC INSTRUMENTS | $211,962.62 | Philips | 8/12/2014 |
| HAINES CITY | CATH LAB | $1,228,713.00 | Philips | 4/8/2015 |
| HAINES CITY | TELEMETRY SYSTEM | $175,325.56 | Philips | 11/2/2015 |
| HAINES CITY | 64 Slice CT | $891,156.95 | Philips | 6/12/2016 |
| HAINES CITY | Telemetry System (ER) | $365,758.00 | Philips | 8/1/2016 |

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| KENNETT | ULTRASOUND SYSTEM | $116,258.00 | Philips | 8/24/2014 |
| KENNETT | 64-Slice CT | $748,422.00 | Philips | |
| KEY WEST | CARDIAC CATHERITZATION | $1,450,227.00 | Philips | 12/8/2013 |
| KEY WEST | PATIENT MONITORING SYSTEM | $143,441.16 | Philips | 11/23/2014 |
| KEY WEST | PATIENT MONITORING SYSTEM | $87,885.00 | Philips | 7/9/2015 |
| KEY WEST | Patient Monitoring System | $286,402.00 | Philips | 7/29/2016 |
| KNOXVILLE - JEFFERSON | Ultrasound | $136,089.00 | Philips | 1/27/2017 |
| KNOXVILLE - PRMC | Ultrasound | $288,998.00 | Philips | 3/28/2012 |
| Knoxville Jefferson | iE33 Ultrasound | $139,889.00 | Philips | 8/22/2017 |
| Knoxville LaFollette | C-Arm | $247,000.00 | Philips | |
| LANCASTER HEART | Philips Wall Monitors | $101,880.00 | Philips | 1/31/2018 |
| LANCASTER Heart o | Telemetry System | $153,784.00 | Philips | 4/15/2016 |
| LANCASTER Heart o | Echo Machine | $231,271.00 | Philips | 11/17/2016 |
| LANCASTER REG | Cath Lab Sch 3 | $98,334.83 | Philips | 11/1/2015 |
| LANCASTER REG | Cardiac Cath Lab Sch 1 | $1,218,101.89 | Philips | 4/21/2016 |
| LANCASTER REG | Cath Lab Sch 2 | $551,919.20 | Philips | 5/27/2016 |
| LANCASTER REG | Replacement Telemetry System | $147,396.63 | Philips | 7/29/2016 |
| LANCASTER REG | Cath Lab Sch 8 | $85,677.60 | Philips | 8/1/2016 |
| LANCASTER REG | R/F Unit | $489,143.00 | Philips | 12/1/2016 |
| LANCASTER REGIONAL | Echo Machines (2) | $389,464.00 | Philips | 3/13/2017 |
| LANCASTER/ROSE CITY | Rad Room | $391,049.00 | Philips | 8/8/2017 |
| LANCASTER/ROSE CITY | Ultrasound | $100,485.00 | Philips | 9/24/2017 |
| LEBANON | CATH LAB - 24 MONTH RENEWAL | $325,000.00 | Philips | 8/30/2011 |
| LEBANON | 16 SLICE CT - 24 MONTH RENEWAL | $250,000.00 | Philips | 12/14/2011 |
| LEBANON | C-Arm | $121,077.00 | Philips | 1/4/2016 |
| LEBANON | Rad Room | $86,848.00 | Philips | 6/7/2016 |
| LEBANON | Rad Room Diagnostic Ceiling | $177,396.00 | Philips | 7/29/2016 |
| LEBANON | Rad/Fluro Room | $399,183.00 | Philips | 7/29/2016 |
| LEBANON | Fetal Monitors (8); Thick Clients | $369,509.00 | Philips | |
| LEHIGH ACRES | PT MONITOR/TELE SYSTEM | $472,871.00 | Philips | 1/21/2013 |
| LEHIGH ACRES | 16 SLICE CT SCANNER | $529,122.00 | Philips | 9/18/2013 |

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| MIDWEST CITY | Philips EKG database & EKG system | $231,227.00 | Philips | 3/23/2014 |
| MIDWEST CITY | IE33 ULTRASOUND MACHINE | $207,090.00 | Philips | 4/16/2014 |
| MIDWEST CITY | Telemetry & PCU Monitoring System | $1,843,497.00 | Philips | 5/29/2017 |
| MIDWEST CLINIC | X-RAY AND PACS EQUIPMENT | $176,607.00 | Philips | 4/8/2013 |
| MILTON | C-ARM | $111,063.00 | Philips | 6/7/2015 |
| MILTON | C-Arm | $142,340.00 | Philips | 3/14/2016 |
| MILTON | MRI | $1,189,843.00 | Philips | 4/1/2016 |
| MILTON | Angio Suite | $987,329.85 | Philips | 9/19/2016 |
| MONROE | 40-Slice CT | $427,635.00 | Philips | 2/22/2016 |
| MONROE | Telemetry System | $134,110.00 | Philips | 4/21/2016 |
| MONROE | Ultrasound | $43,942.00 | Philips | 12/12/2016 |
| MONROE | 16 Slice CT | $497,282.00 | Philips | 3/22/2017 |
| MONROE | Nuclear | $250,522.00 | Philips | 3/22/2017 |
| MONROE | X-Ray | $419,061.00 | Philips | 3/22/2017 |
| MONROE | Defibs | $101,280.00 | Philips | 3/22/2017 |
| MONROE | C-Arm | $135,153.00 | Philips | 3/22/2017 |
| MONROE | Monitoring | $1,122,091.00 | Philips | 3/22/2017 |
| MONROE | MRI | $760,000.00 | Philips | 4/21/2017 |
| MOORESVILLE | DIGITAL XRAY | $131,701.10 | Philips | 4/20/2014 |
| MOORESVILLE | C-Arm | $83,788.00 | Philips | 9/19/2016 |
| NAPLES - PR | CARDIAC CATH LAB | $1,150,336.00 | Philips | 1/14/2015 |
| NAPLES - PR | Patient Monitoring System (ER) | $342,249.00 | Philips | 8/29/2016 |
| NAPLES - PR | Ultrasound Machine | $160,572.00 | Philips | 1/23/2017 |
| NAPLES - PR | Patient Monitoring System | $677,152.26 | Philips | 3/1/2017 |
| NAPLES - PR | Defibrillators (16) | $163,333.00 | Philips | 3/28/2017 |
| NAPLES PINE RIDGE | CX50 POC Ultrasound | $71,792.00 | Philips | 12/6/2017 |
| NATCHEZ | HeartStart MRx Monitor/Defib | $125,382.00 | Philips | 7/20/2017 |
| NATCHEZ | iE33 Ultrasound | $176,778.00 | Philips | 8/28/2017 |
| NATCHEZ | Telemetry System | $349,714.00 | Philips | |
| NATCHEZ | Cardiac Monitoring System | $142,895.11 | Philips | |
| PAINTSVILLE | PACS | $335,674.00 | Philips | 7/18/2013 |
| PAINTSVILLE | CARDIAC ECHO EQUIPMENT | $256,868.00 | Philips | 1/27/2015 |
| PAINTSVILLE | Ultrasound and Table | $224,621.00 | Philips | 3/27/2018 |
| POPLAR BLUFF | RADIOLOGY SYSTEM | $1,318,681.00 | Philips | 12/29/2013 |

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| POPLAR BLUFF | Ultrasound Machine | $167,546.00 | Philips | 1/11/2016 |
| POPLAR BLUFF | Digital Diagnostic (1) | $241,686.00 | Philips | 12/17/2017 |
| POPLAR BLUFF | Allura FD20 Cath Lab | $1,287,592.00 | Philips | 12/17/2017 |
| POPLAR BLUFF | UPS | $105,035.00 | Philips | 12/17/2017 |
| POPLAR BLUFF | Easy Diagnostic Eleva | $375,059.00 | Philips | 12/17/2017 |
| POPLAR BLUFF | Digital Diagnostic (2) | $334,225.00 | Philips | 12/17/2017 |
| POPLAR BLUFF | Brilliance 16 CT | $328,288.00 | Philips | 12/17/2017 |
| POPLAR BLUFF | FD20 Hybrid | $1,448,862.00 | Philips | 12/17/2017 |
| POPLAR BLUFF | Mobile Diagnostic (2) | $181,448.00 | Philips | 1/4/2018 |
| POPLAR BLUFF | Ventilators | $176,397.00 | Philips | 1/29/2018 |
| POPLAR BLUFF | Xper Flex Cardio | $162,923.00 | Philips | 3/21/2018 |
| POPLAR BLUFF | CV Upgrades Inter | $273,459.00 | Philips | 3/21/2018 |
| POPLAR BLUFF | CV Upgrades FD20 | $170,317.00 | Philips | 3/21/2018 |
| POPLAR BLUFF CLINIC | Ultrasound System | $197,947.00 | Philips | 3/23/2017 |
| PORT CHARLOTTE | MRI | $930,985.00 | Philips | 2/23/2014 |
| PORT CHARLOTTE | 5 DEFIBRILLATORS | $107,987.62 | Philips | 6/1/2014 |
| PORT CHARLOTTE | ECG Management System | $97,314.00 | Philips | 2/1/2017 |
| PORT CHARLOTTE | Cardiac Tower | $2,302,277.71 | Philips | 2/1/2017 |
| PORT CHARLOTTE | Cath Lab | $1,240,062.00 | Philips | 5/24/2017 |
| PUNTA GORDA | CARD CATH LAB ALLURA XPERFD10 | $1,080,858.00 | Philips | 5/30/2013 |
| PUNTA GORDA/RVERSIDE | Philips Ultrasound System IE 33 | $149,613.00 | Philips | 6/28/2017 |
| SEBASTIAN | UROVIEW 2800 UROLOGICAL TABLE | $222,686.00 | Philips | 4/8/2013 |
| SEBRING | CENTER FOR VASCULAR CARE | $604,244.00 | Philips | 6/23/2013 |
| SEBRING | CT | $401,193.00 | Philips | 1/18/2015 |
| SEBRING | ECG | $105,122.00 | Philips | 5/5/2015 |
| SEBRING | OB Tracevue System | $471,681.00 | Philips | 2/15/2016 |
| SEBRING | Cath Lab | $1,023,159.00 | Philips | 5/30/2018 |
| SHANDS LAKE SHORE | Cardiac Monitors | $249,328.00 | Philips | 2/15/2016 |
| SHANDS LAKE SHORE | 40 Slice CT; MRI | $1,093,427.00 | Philips | 2/22/2016 |
| SHANDS LAKE SHORE | OB TraceVue & Fetal Monitors | $236,466.00 | Philips | 8/29/2016 |
| SHANDS LAKE SHORE | Telemetry System | $258,549.32 | Philips | |

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| SPRING HILL | DIAGNOSTIC IMAGING DIGITAL ECHO | $160,196.00 | Philips | 12/16/2013 |
| SPRING HILL | 16-Slice CT | $374,204.00 | Philips | 7/1/2016 |
| ST CLOUD | C-ARM | $148,244.00 | Philips | 9/24/2013 |
| ST CLOUD | Cardiology Ultrasound Units (2) | $307,191.00 | Philips | 6/24/2016 |
| ST CLOUD | Tracemaster | $160,807.42 | Philips | |
| ST CLOUD | Allura Cath Lab | $1,125,899.00 | Philips | |
| ST CLOUD | Xper Flex Cardio | $137,195.20 | Philips | |
| STARKE | Pulsera C-Arm | $147,521.00 | Philips | 8/7/2017 |
| STATESBORO | Intellivue monitoring system | $133,021.00 | Philips | 6/30/2014 |
| STATESBORO | Patient Monitors | $150,772.00 | Philips | 10/1/2014 |
| STATESBORO | PACU MONITORS | $150,418.25 | Philips | 9/24/2015 |
| STATESBORO | CCU RENOVATION & MONITORS | $348,854.85 | Philips | 12/3/2015 |
| STATESBORO | Telemetry System | $564,171.00 | Philips | 5/29/2018 |
| STATESBORO | Vascular Room | $1,400,925.00 | Philips | 5/30/2018 |
| STATESBORO | CT Flex 32 | $420,000.00 | Philips | 5/30/2018 |
| STATESVILLE | GE 9800 DIGITAL MOBILE C ARM | $147,259.00 | Philips | 3/17/2013 |
| STATESVILLE | DIAGNOSTIC RADIOLOGY ROOM | $145,261.00 | Philips | 7/23/2013 |
| STATESVILLE | ECHOVASCULAR PACKAGE | $186,527.00 | Philips | 9/18/2013 |
| STATESVILLE | Telemetry System | $318,821.76 | Philips | 6/28/2018 |
| STATESVILLE | Fetal Monitors | $158,482.00 | Philips | 6/28/2018 |
| STATESVILLE | Equipment for Chest Pain Accreditation | $308,977.00 | Philips | |
| TULLAHOMA | PANTERA MICROSCOPE | $283,764.00 | Philips | 12/5/2012 |
| TULLAHOMA | Cath Lab | $1,001,278.00 | Philips | 6/15/2016 |
| TULLAHOMA | MRI | $1,376,082.00 | Philips | 4/30/2017 |
| VAN BUREN | RAD/FLOURO Room | $332,424.00 | Philips | 9/24/2013 |
| VAN BUREN | TELEMETRY MONITORING SYSTEM | $299,559.00 | Philips | 9/14/2014 |
| VAN BUREN | CT UPGRADE | $559,234.05 | Philips | 1/11/2016 |
| VAN BUREN | PACS & CR | $308,801.00 | Philips | 4/24/2017 |
| VAN BUREN | Mobile Diagnostics with DR | $168,352.00 | Philips | 8/29/2018 |
| VENICE | Echo Carts Ultrsound | $313,000.00 | Philips | 5/1/2014 |
| VENICE | C-ARM | $157,298.00 | Philips | 8/27/2014 |
| VENICE | IE33 ULTRASOUND MACHINE | $371,870.00 | Philips | 6/14/2015 |

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| VENICE | Vital Signs Monitors Sensor System | $47,100.00 | Philips | 9/15/2015 |
| VENICE | CVICU - PATIENT MONITORS | $362,525.00 | Philips | 12/27/2015 |
| VENICE | Patient Monitoring System | $304,611.00 | Philips | 9/21/2016 |
| VENICE | Patient Monitoring System | $466,390.00 | Philips | 9/23/2016 |
| VENICE | Telemetry Monitors | $159,989.69 | Philips | |
| WILLIAMSON | CARDIAC CAT LAB | $1,175,643.00 | Philips | 10/26/2014 |
| WILLIAMSON | NUCLEAR CAMERA | $288,203.00 | Philips | 10/26/2014 |
| WILLIAMSON | PACS EQUIPMENT | $241,697.40 | Philips | 12/6/2016 |
| WUESTHOFF - MELBOURNE | 4D Ultrasound System | $278,928.00 | Philips | 3/22/2017 |
| YAKIMA | HEMATOLOGY ANALYZER | $160,684.00 | Philips | 6/23/2013 |
| YAKIMA | C-ARM | $143,537.52 | Philips | 12/19/2013 |
| YAKIMA | TELEMETRY MONITORING SYSTEM | $328,144.00 | Philips | 10/11/2016 |
| Knoxville North | ECHO Ultrasound System | $197,847.00 | Philips` | 3/28/2018 |
| STATESBORO | Radiography System | $94,358.00 | Physicians Solutions, LLC | 12/30/2012 |
| LEBANON | PHONE SYSTEM | $637,977.00 | Relational | 1/30/2013 |
| CANTON | DA VINCI SURGICAL SYSTEM (from Jackson) | $1,731,870.00 | Relational/Macquarie | 1/1/2014 |
| BRANDON | MRI + BUILDING + BUILDOUT | $1,258,737.00 | SCG/GE | 12/30/2013 |
| HARTSVILLE | DIGITAL C-ARM | $153,260.00 | SCG/GE | 12/30/2013 |
| AMORY | Stratus CS/UPS & Advia Centaur CPw/ Workbench | $92,847.58 | Siemens | 1/29/2018 |
| AMORY | Lithotripter, Table & Accessories | $256,649.00 | Siemens | 2/27/2018 |
| ANNISTON | ANESTHESIA MACHINES | $108,506.00 | Siemens | 9/21/2013 |
| ANNISTON | CADD-Solis Pumps | $35,470.00 | Siemens | 1/31/2018 |
| BARTOW | Anesthesia Machine | $104,711.00 | Siemens | 9/9/2016 |
| BARTOW | Anesthesia Machines (3) | $344,526.00 | Siemens | 10/28/2016 |
| BARTOW | Chemisty Equipment | $326,136.00 | Siemens | 1/19/2017 |
| Bayfront | MRI Manetom Aera | $1,735,888.00 | Siemens | |
| BILOXI | MICROSCAN EQUIPMENT | $92,000.00 | Siemens | 3/3/2014 |
| BILOXI | Pumps PCS & Syringe | $147,375.00 | Siemens | |
| BRANDON | 3 Mindray Central Station | $233,507.11 | Siemens | 7/27/2016 |
| BRANDON | 10 Beds | $106,776.80 | Siemens | 8/23/2016 |
| BRANDON | Chemisty Equipment | $251,450.00 | Siemens | 6/28/2017 |
| BROOKSVILLE | MAKO Robot | $845,000.00 | Siemens | 12/21/2016 |
| CANTON | Draeger Ventilators | $230,079.01 | Siemens | 7/19/2016 |

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| CHESTER | ACUSON S2000 ULTRASOUND SYSTEM | $179,995.00 | Siemens | 12/4/2013 |
| CHESTER | Chemistry Analyzer | $57,000.00 | Siemens | 5/1/2018 |
| CLARKSDALE | Nuclear Medicine Camera | $179,850.00 | Siemens | |
| CORP - | Mako Surgical Robot (11) | $1,013,000.00 | Siemens | 6/24/2016 |
| CORP - | Mako Surgical Robot (11) | $1,013,000.00 | Siemens | 8/23/2016 |
| CORP - | Mako Surgical Robot (11) | $1,013,000.00 | Siemens | 5/12/2016 |
| CORP - | Mako Surgical Robot (11) | $1,013,000.00 | Siemens | 6/17/2016 |
| CORP - | Mako Surgical Robot (11) | $1,013,000.00 | Siemens | 8/29/2016 |
| CORP - | Mako Surgical Robot (11) | $1,013,000.00 | Siemens | 9/23/2016 |
| CORP - | Mako Surgical Robot (11) | $1,013,000.00 | Siemens | 9/30/2016 |
| CORP - | Mako Surgical Robot (11) | $1,013,000.00 | Siemens | 12/21/2016 |
| CRYSTAL RIVER | ANESTHESIA MACHINES | $497,357.00 | Siemens | 12/1/2013 |
| CRYSTAL RIVER | Chemistry Analyzers & Centaur CP | $319,800.00 | Siemens | 5/14/2018 |
| DADE CITY | ANGIOPLASTY | $528,552.00 | Siemens | 5/26/2014 |
| FLOWOOD | Ortho Camera System | $231,333.28 | Siemens | 7/22/2016 |
| FLOWOOD | Infant Ventillator (5) | $147,208.00 | Siemens | 12/16/2016 |
| FLOWOOD | Chemisty Equipment | $434,350.00 | Siemens | 7/13/2017 |
| FLOWOOD EAST | Laparosopic Scopes; Camera Heads | $99,821.00 | Siemens | 8/9/2016 |
| FLOWOOD EAST | Infant Ventilators (2) | $55,240.91 | Siemens | 1/13/2017 |
| FLOWOOD EAST | Chemisty Equipment | $91,485.00 | Siemens | |
| FT SMITH | Chemistry Automation | $1,367,887.00 | Siemens | 7/13/2017 |
| HARTSVILLE | PCA - MedFusion Syringe Pumps | $164,700.00 | Siemens | 4/25/2018 |
| JACKSON | Washers (2) | $95,237.90 | Siemens | 3/22/2017 |
| JACKSON | Chemistry Analyzer | $487,426.00 | Siemens | 3/22/2017 |
| JACKSON | Syringe and PCA Pumps | $232,300.00 | Siemens | |
| KENNETT | Chemistry Analyzers | $235,000.00 | Siemens | |
| KEY WEST | Ventilators (3) | $66,654.21 | Siemens | 7/18/2016 |
| KEY WEST | Video Systems for GI | $312,522.61 | Siemens | 5/18/2017 |
| KEY WEST | 30 CADD Pumps & 12 MedFusion | $186,450.00 | Siemens | |
| KNOXVILLE - TURKEY CREEK | MAKO | $1,106,703.00 | Siemens | 12/22/2016 |
| Knoxville Jefferson | Dimension EXL Analyzer | $275,550.00 | Siemens | |
| Knoxville LaFollette | EXL Analyzer | $275,550.00 | Siemens | |
| Knoxville newport | EXL Analyzers | $276,550.00 | Siemens | |
| Knoxville PRMC | BCS XP Coagulation Analyzers | $129,000.00 | Siemens | 7/21/2015 |

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| Knoxville PRMC | BCS XP System | $119,614.00 | Siemens | 8/26/2015 |
| Knoxville TCMC | CADD Solis Pumps (50) | $173,750.00 | Siemens | 6/28/2018 |
| Knoxville TCMC | Chemistry Lab Equipment | $436,750.00 | Siemens | |
| LANCASTER HEART | Cadd Solis Pump/Medfusion Syringe Pump | $189,730.00 | Siemens | 10/16/2017 |
| LANCASTER Heart o | Anesthesia Machines (7) | $559,527.00 | Siemens | 3/17/2016 |
| LANCASTER REG | 16 SLICE CT | $425,228.00 | Siemens | 7/24/2014 |
| LANCASTER REG | NUCLEAR CAMERA | $198,543.00 | Siemens | 1/28/2015 |
| LANCASTER REG | CONCERTO MR | $109,200.00 | Siemens | |
| LANCASTER REG | CONCERTO MR | $90,000.00 | Siemens | |
| LANCASTER/ROSE CITY | Cadd-Solis Pumps (20) | $94,100.00 | Siemens | 8/30/2018 |
| LEBANON | STEREOTACTIC BREAST BIOPSY SYSTEM | $148,974.00 | Siemens | 2/10/2015 |
| LEHIGH ACRES | ANESTHESIA MACHINES | $225,273.71 | Siemens | 8/18/2013 |
| MIDWEST CITY | Pumps 20 CADD | $89,550.00 | Siemens | 2/5/2018 |
| MIDWEST CITY | Seimens 1.5T MRI System | $2,039,574.40 | Siemens | 6/28/2018 |
| MILTON | UROLOGY SYSTEM TABLE | $307,897.00 | Siemens | 12/17/2014 |
| MILTON | Chemistry Analyzer | $121,500.00 | Siemens | 7/16/2017 |
| MILTON | Dimension ExL Chemistry Analyzers (2) | $250,000.00 | Siemens | 9/7/2017 |
| MONROE | Anesthesia Infusion Pumps | $18,550.00 | Siemens | 4/25/2018 |
| MONROE | CADD Solis Pumps | $42,025.00 | Siemens | 6/28/2018 |
| MOORESVILLE/SURG CTR | Mindray DCV-7 Ultrasound | $94,600.00 | Siemens | 7/19/2017 |
| NAPLES - PR | C-ARM | $259,026.00 | Siemens | 3/3/2015 |
| NAPLES - PR | MRI Equipment | $1,800,429.00 | Siemens | 6/6/2017 |
| NAPLES - PR | Biplane Equipment | $1,805,402.00 | Siemens | 6/22/2017 |
| NAPLES - PR | Digital Mammography | $373,557.00 | Siemens | |
| NATCHEZ | STEREOTACTIC BREAST BIOPSY SYSTEM | $149,037.00 | Siemens | 8/18/2015 |
| POPLAR BLUFF | Chemistry Dimension EXL Analyzer | $250,000.00 | Siemens | 1/29/2018 |
| SEBASTIAN | Chemistry Analyzers | $250,000.00 | Siemens | 8/16/2017 |
| SHANDS LAKE SHORE | MAKO Robot | $1,082,175.00 | Siemens | 12/28/2016 |
| SHANDS STARKE | Laparoscope & Tower | $107,070.00 | Siemens | 8/9/2016 |
| ST CLOUD | Ortho/Spine Equipment | $431,706.00 | Siemens | 3/14/2016 |
| ST CLOUD | Dimmension Chemistry Analyzers | $250,000.00 | Siemens | 10/26/2017 |
| ST CLOUD | Siemens E-Cam | $159,500.00 | Siemens | 6/6/2018 |

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| STATESBORO | ANESTHESIA MACHINES | $455,090.00 | Siemens | 2/18/2013 |
| STATESBORO | VENTILATORS | $103,929.60 | Siemens | 2/8/2014 |
| STATESBORO | Medfusion Pumps | $62,200.00 | Siemens | 2/11/2018 |
| STATESBORO | Ambulatory Infusion Pumps 29 | $113,930.00 | Siemens | 2/11/2018 |
| STATESVILLE | Nuclear Medicine Camera | $389,910.00 | Siemens | |
| VENICE | CVICU - VENTILATORS | $43,847.80 | Siemens | 5/1/2016 |
| VENICE | Siemens Diagnostics Vista | $585,000.00 | Siemens | 10/24/2016 |
| VENICE | Diagnostics Advia Centaur | $69,800.00 | Siemens | 12/20/2016 |
| WINDER | Mizuho OSI Jackson Table | $76,923.56 | Siemens | 3/13/2016 |
| WUESTHOFF -MELBOURNE | 64-Slice CT | $979,617.00 | Siemens | 10/26/2016 |
| YAKIMA | MR & INVIVO COILS | $1,469,057.00 | Siemens | 1/29/2014 |
| YAKIMA | Ultrasound | $177,807.00 | Siemens | 8/22/2017 |
| YAKIMA | Ultrasound and Softward Maintenance | $177,807.00 | Siemens | 11/8/2017 |
| YAKIMA | Blood Gas Analyzer | $58,485.00 | Siemens | |
| LEBANON | ARTHROSCOPY TOWERS (3) | $293,519.00 | Smith & Nephew | 5/23/2013 |
| CARLISLE | OPEN MRI | $1,450,000.00 | SMT Leasing | 4/30/2014 |
| STATESBORO | ECG, Ultrasound, Computer, Furniture | | Sterling National Bank | 5/1/2014 |
| AMORY | BEDS | $64,564.63 | Stryker | 4/30/2014 |
| ANNISTON | NAVIGATION SYSTEM | $131,902.56 | Stryker | 4/30/2013 |
| BARTOW | Laparoscopic Tower | $82,401.01 | Stryker | 9/24/2016 |
| BILOXI | ENDOSCOPY SYSTEM | $170,221.20 | Stryker | 3/30/2012 |
| BILOXI | Ortho Drills/Saws | $213,909.00 | Stryker | 5/25/2016 |
| BILOXI GC SURG CTR | Stretchers | $30,732.00 | Stryker | |
| Blackwell | HD Laparoscopic Tower | $125,930.12 | Stryker | 6/28/2018 |
| BRANDON | Endoscopy | $213,668.48 | Stryker | 6/1/2014 |
| BRANDON | Beds (16) | $97,018.00 | Stryker | |
| CANTON | Hospital Beds | $484,879.56 | Stryker | 2/15/2016 |
| CANTON | Ortho Equipment | $105,166.00 | Stryker | 4/26/2016 |
| CARLISLE | LARGE POWER SYSTEM | $146,698.00 | Stryker | 4/14/2014 |
| CARLISLE | Surgical Power Tools | $146,698.30 | Stryker | 4/15/2014 |
| CARLISLE | Surgical Power Tools | $73,211.25 | Stryker | 6/15/2014 |
| CLARKSDALE | LAP VIDEO EQUIPMENT | $167,687.00 | Stryker | 8/15/2012 |
| CLARKSDALE | Hospital Furniture | $147,450.84 | Stryker | |

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|---|---|---|---|---|
| CRYSTAL RIVER | ARTHROSCOPY SCOPES & CAMERAS | $105,969.98 | Stryker | 2/8/2013 |
| CRYSTAL RIVER | DRILLS | $67,434.00 | Stryker | 5/1/2013 |
| DALLAS REGIONAL | Surgical Equipment | $207,056.00 | Stryker | |
| FLOWOOD | SURGICAL SAWS & DRILLS | $217,674.00 | Stryker | 5/28/2013 |
| FLOWOOD | ENDOSCOPY EQUIPMENT | $128,000.00 | Stryker | 6/1/2014 |
| FLOWOOD | STRETCHERS | $82,109.00 | Stryker | 8/9/2015 |
| FLOWOOD | Endoscopy Equipment | $201,425.78 | Stryker | 12/16/2015 |
| FLOWOOD | OR Saw & Drills | $232,400.17 | Stryker | 10/25/2016 |
| FLOWOOD | Neuro/Spine/ENT Power Tools and Accessories | $451,980.16 | Stryker | 9/9/2018 |
| FLOWOOD | Hospital Beds | $182,944.97 | Stryker | 9/10/2018 |
| FLOWOOD EAST | Tower | $98,842.00 | Stryker | 11/2/2015 |
| FLOWOOD EAST | Surgical Video Tower | $98,841.76 | Stryker | 2/29/2016 |
| FLOWOOD EAST | Video Towers | $121,005.00 | Stryker | 11/4/2016 |
| FLOWOOD EAST | Patient Beds (28) | $200,113.00 | Stryker | 3/28/2017 |
| FORT SMITH | REMB Power System | $177,478.00 | Stryker | 8/26/2013 |
| FT SMITH | Power Tools and Accessories | $252,063.06 | Stryker | |
| GADSDEN | Video Tower and Laparoscope System | $303,361.00 | Stryker | 6/20/2015 |
| HAINES CITY | VASCULAR /THORACIC INSTRUMENTS | $25,999.00 | Stryker | 7/24/2012 |
| HAINES CITY | OR EQUIPMENT | $140,372.97 | Stryker | 8/7/2012 |
| HAINES CITY | Beds, Mattressess, Stretchers | $296,015.46 | Stryker | 11/17/2016 |
| HARTSVILLE | HD Video Equipment | $221,764.00 | Stryker | |
| JACKSON | Video Equipment | $97,556.74 | Stryker | 2/28/2018 |
| KEY WEST | TOWERS | $612,597.00 | Stryker | 11/30/2012 |
| KEY WEST | OR ORTHOPEDIC EQUIPMENT | $81,915.00 | Stryker | 3/14/2013 |
| KEY WEST | OR ORTHOPEDIC EQUIPMENT | $267,979.41 | Stryker | 10/8/2013 |
| KEY WEST | Power Tools & Accessories | $359,687.00 | Stryker | 8/9/2014 |
| Knoxville North | Patient Room Furniture | $231,533.85 | Stryker | 11/27/2017 |
| Knoxville PRMC | Ortho Power Equipment | $485,681.94 | Stryker | 10/31/2012 |
| Knoxville TCMC | HD Camera System | $433,108.62 | Stryker | 1/1/2013 |
| Knoxville TCMC | Navigation Producs | $317,238.17 | Stryker | 2/28/2017 |
| Knoxville TCMC | Surgical Power Tools | $268,714.88 | Stryker | 1/14/2018 |
| Knoxville TCMC | Endoscopy / Communications Equipment | $2,420,344.10 | Stryker | 6/28/2018 |
| LANCASTER REG | NEURO/ORTHO DRILLS | $69,143.00 | Stryker | 5/30/2012 |

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| LEHIGH ACRES | PATIENT BEDS & FURNITURE | $331,792.50 | Stryker | 6/19/2013 |
| LEHIGH ACRES | ICU BEDS | $142,500.00 | Stryker | 7/30/2013 |
| Mayes County | Endo Equipment | $169,470.92 | Stryker | |
| Mayes County | Communication Equipment (Video Upgrade) | $74,255.23 | Stryker | |
| MIDWEST CITY | Power Equipment | $308,428.82 | Stryker | 8/31/2014 |
| MILTON | VIDEO TOWERS | $185,922.26 | Stryker | 6/30/2012 |
| MILTON | VIDEO CART | $192,285.60 | Stryker | 3/30/2013 |
| MILTON | Bone Drill for Ortho | $52,758.00 | Stryker | 11/14/2013 |
| MONROE | Stryker Equipment | $49,942.45 | Stryker | 3/1/2013 |
| MONROE | HIGH DEF VIDEO ARTROSCOPY SYSTEM | $254,436.64 | Stryker | 4/30/2013 |
| MONROE | HIGH DEF VIDEO ARTROSCOPY SYSTEM | $45,530.00 | Stryker | 5/8/2013 |
| MOORESVILLE | ENDOSCOPY EQUIPMENT | $164,000.00 | Stryker | 12/30/2013 |
| MOORESVILLE | PATIENT ROOM FURNITURE | $166,640.00 | Stryker | 4/30/2014 |
| MOORESVILLE/SURG CTR | Laparoscopic Equipment | $312,837.84 | Stryker | 10/8/2017 |
| NAPLES - PR | Ortho Equipment | $138,523.00 | Stryker | 8/12/2014 |
| NAPLES - PR | ICU Beds (8) | $306,509.00 | Stryker | 3/28/2017 |
| NATCHEZ | Orthopedic System-Battery Powered Equipment | $139,542.00 | Stryker | 2/28/2015 |
| NATCHEZ | Endoscopy Products & Accessories | $174,122.60 | Stryker | 5/1/2018 |
| POPLAR BLUFF | Surgical Towers (2) | $107,879.00 | Stryker | 2/15/2015 |
| POPLAR BLUFF | Beds & Stretchers | $1,405,930.42 | Stryker | 3/27/2018 |
| PORT CHARLOTTE | Cardiac Tower | $347,419.30 | Stryker | 1/27/2017 |
| PUNTA GORDA | ORTHO POWER | $109,925.00 | Stryker | 12/30/2012 |
| PUNTA GORDA | Neptune System | $77,868.00 | Stryker | 4/30/2015 |
| SEBASTIAN | Drill System | $107,244.00 | Stryker | 9/29/2013 |
| SEBASTIAN | BEDS | $93,032.00 | Stryker | 12/3/2013 |
| SEBASTIAN | Hospital Furniture | $54,678.48 | Stryker | 1/10/2015 |
| SEBASTIAN | Hospital Beds | $517,588.00 | Stryker | 9/9/2015 |
| SEBASTIAN | HD Towers | $485,249.94 | Stryker | |
| SEBRING | BEDS | $162,062.00 | Stryker | 12/30/2013 |
| SEBRING | Ortho Equipment | $185,088.00 | Stryker | 7/11/2015 |
| SPRING HILL | BEDS | $80,000.00 | Stryker | |
| STATESBORO | ARTHROSCOPY TOWER | $100,983.30 | Stryker | 11/30/2012 |
| STATESBORO | Beds (45) | $347,415.00 | Stryker | 5/25/2017 |

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| STATESBORO | Hospital Stretchers | $82,143.18 | Stryker | 9/7/2017 |
| STATESBORO | Orthopedic Power Tools | $378,519.00 | Stryker | |
| STATESVILLE | Ortho Drll Systems (3) | $258,074.72 | Stryker | 4/12/2016 |
| TOPPENISH | Stryker Equipment | $121,131.15 | Stryker | 12/19/2012 |
| TOPPENISH | Endoscopy Tower | $151,458.28 | Stryker | |
| TULLAHOMA | BEDS & FURNITURE - BUILDOUT | $160,985.20 | Stryker | 5/30/2014 |
| VENICE | CRITICAL CARE BEDS | $201,311.00 | Stryker | 6/30/2013 |
| VENICE | 8 CRITICAL CARE BEDS | $207,285.00 | Stryker | 2/1/2014 |
| VENICE | Beds (49), Overbed Tables (49), Stretchers (12) | $359,642.95 | Stryker | 9/27/2015 |
| VENICE | CVICU - BEDS | $191,600.00 | Stryker | 10/7/2015 |
| VENICE | Beds & Equipment (3 South) | $578,051.64 | Stryker | |
| WINDER | Surgical ENT Navigation System | $125,717.37 | Stryker | 2/21/2017 |
| WUESTHOFF - ROCKLEDGE | Drill Systems | $127,233.00 | Stryker | 1/20/2014 |
| WUESTHOFF - ROCKLEDGE | Endoscopy Video Equipment | $219,356.00 | Stryker | 8/8/2015 |
| WUESTHOFF - ROCKLEDGE | Beds (59) | $393,974.00 | Stryker | 12/23/2015 |
| WUESTHOFF - ROCKLEDGE | Hospital Beds | $123,975.00 | Stryker | 2/6/2017 |
| YAKIMA | Ortho Power Equipment | $277,322.93 | Stryker | 3/25/2014 |
| GADSDEN | CAMERA CONTROL UNIT | $270,500.00 | Stryker / Med One | 12/14/2013 |
| Clinton | Stryker | $127,170.54 | Styker | 6/11/2018 |
| STATESBORO | EMR Software System | $62,235.00 | Summit Vendor Finance | 1/5/2014 |
| MONROE | FETAL MONITORING SYSTEM | $218,164.00 | Synovus | 9/24/2013 |
| MONROE | ENDOSCOPY SYSTEM | $284,218.00 | Synovus | 11/30/2013 |
| JACKSON | HEMATOLOGY INSTRUMENT | $182,500.00 | Sysmex | 6/1/2015 |
| CANTON | CT | $484,130.00 | Toshiba | 11/26/2013 |
| JACKSON | LARGE BORE MRI | $1,866,092.00 | Toshiba | 3/25/2015 |
| KEY WEST | 64-Slice CT | $1,220,904.00 | Toshiba | 4/12/2016 |
| MILTON | 16 SLICE CT | $413,729.00 | Toshiba | 2/18/2014 |
| WILLIAMSON | CT | $351,479.00 | Toshiba | 3/5/2014 |
| WILLIAMSON | Ultrasound | $124,861.00 | Toshiba | 11/21/2017 |
| YAKIMA | Ultrasound System | $157,738.00 | Toshiba | 7/4/2015 |
| ANNISTON | VITEX 2 COMPACT 60 & CART | $71,197.00 | US Bank | 1/27/2014 |
| FLOWOOD | ZIMMER CAS NAVIGATION | $393,500.00 | US Bank | 11/12/2013 |

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| GADSDEN | GENEXPERT XVI | $80,897.00 | US Bank | 9/21/2013 |
| PORT CHARLOTTE | VITEK 2 XL MICROBIOLOGY INSTRUMENT | $114,413.00 | US Bank | 1/27/2014 |
| PUNTA GORDA | GENERATORS | $17,060.00 | US Bank | 11/17/2013 |
| YAKIMA | GENERATORS | $34,121.00 | US Bank | 12/22/2013 |
| FLOWOOD | BRAINLAB | $201,509.00 | US Express | 11/3/2013 |
| WUESTHOFF - ROCKLEDGE | IVUS Unit for Cath Lab | $120,000.00 | Volcano | 6/30/2012 |
| PORT CHARLOTTE | Orthopedic Tower | $240,000.00 | Wells Fargo | 12/13/2013 |
| AMORY | Ortho Equipment | $250,302.00 | Winthrop | 2/1/2016 |
| AMORY | OR Lights | $101,183.00 | Winthrop | 3/1/2016 |
| AMORY PPM | Horiba Medical Instruments | $88,335.00 | Winthrop | 10/12/2016 |
| BARTOW | Hematology Analyzer | $66,400.00 | Winthrop | 3/6/2018 |
| BARTOW | ACL TOP CTS System | $52,600.00 | Winthrop | |
| BILOXI | Main Pharmacy Cabinet | $22,130.00 | Winthrop | |
| BROOKSVILLE/SP HILL | Blood Bank Analyzer-Workstation | $63,400.00 | Winthrop | 2/8/2017 |
| CANTON | Sysmex Analyzers | $69,400.00 | Winthrop | 6/9/2015 |
| CANTON | Accudose Rx System | $128,891.00 | Winthrop | 6/9/2015 |
| CANTON | Brainlab Equipment | $212,088.00 | Winthrop | 10/18/2016 |
| CARLISLE | Acudose Cabinet | $24,621.00 | Winthrop | 12/22/2014 |
| CARLISLE | Sterilizers (2) | $68,794.56 | Winthrop | 3/29/2015 |
| CARLISLE | AcuDose Cabinet | $16,717.00 | Winthrop | 12/31/2016 |
| CRYSTAL RIVER | Surgical Table | $130,438.00 | Winthrop | 8/4/2015 |
| DURANT | Surgical Eye Microscopes | $106,122.00 | Winthrop | 5/23/2016 |
| FLOWOOD | Telescopes and Cysto Sheaths | $77,340.00 | Winthrop | 7/25/2016 |
| HAINES CITY | Accudose Machine | $29,833.00 | Winthrop | 12/8/2014 |
| HAINES CITY | Acudose Medication Tower | $13,403.00 | Winthrop | 9/2/2015 |
| HAINES CITY | Accudose | $140,169.00 | Winthrop | 11/26/2016 |
| HAINES CITY | Histology Equipment | $131,637.26 | Winthrop | |
| HARTSVILLE | Hematology Analyzer | $81,100.00 | Winthrop | 12/31/2016 |
| JACKSON | McKesson EMR | $3,712,337.00 | Winthrop | 9/1/2013 |
| JACKSON | Acudose Cabinet | $56,576.00 | Winthrop | 5/24/2015 |
| JACKSON | Acudose Cabinet | $22,727.00 | Winthrop | 6/30/2015 |
| KEY WEST | Analyzer | $70,793.00 | Winthrop | 12/12/2015 |
| KNOXVILLE-JEFFERSON | Ortho Table System | $113,978.98 | Winthrop | 4/6/2016 |

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| KNOXVILLE - NORTH | Hematology Analyzer | $109,453.00 | Winthrop | 4/1/2016 |
| KNOXVILLE - PRMC | Ultrasound Imaging System | $151,715.00 | Winthrop | 3/1/2016 |
| KNOXVILLE JEFFERSON | Sterilizer | $96,004.88 | Winthrop | 7/12/2017 |
| Knoxville TCMC | Integra CUSA EXCEL & Ultrasonic Tissue Ablation System | $119,764.00 | Winthrop | 3/6/2017 |
| LANCASTER/ROSE CITY | Hill Rom Spo2rt Bed System ICU | $85,555.00 | Winthrop | 12/3/2016 |
| LEBANON | Acudose Cabinet | $26,771.00 | Winthrop | 2/11/2015 |
| LEBANON | Acudose Cabinet | $20,149.00 | Winthrop | |
| LEHIGH | Ultrasounds (2) | $149,620.00 | Winthrop | 9/26/2017 |
| LEHIGH ACRES | Gastroscopes; Colonoscopes | $144,514.00 | Winthrop | 1/17/2015 |
| MIDWEST CITY | Hil-Rom Bed Systems | $1,046,382.00 | Winthrop | 9/28/2017 |
| MONROE | Acudose Cabinet; (5) Towers | $45,863.00 | Winthrop | 2/26/2017 |
| NAPLES - PR | Acudose System | $32,870.00 | Winthrop | 4/16/2016 |
| NATCHEZ | Orthopedic Arthoscopy Equipment | $145,093.00 | Winthrop | 3/7/2015 |
| NATCHEZ | Sterilizer | $136,602.00 | Winthrop | 8/3/2015 |
| OSLER MEDICAL GROUP | Lab Equipment | $263,500.00 | Winthrop | 8/30/2018 |
| POPLAR BLUFF | AcuDose Cabinets | $348,770.00 | Winthrop | 1/31/2018 |
| POPLAR BLUFF | Volcano Imaging System - Ultrasound | $67,500.00 | Winthrop | |
| POPLAR BLUFF | Acudose (Rehab) | $47,654.00 | Winthrop | |
| Pryor | Telemedicine Robot | $101,416.00 | Winthrop | 6/3/2016 |
| Pryor | Accudose Medication Equipment | $179,795.00 | Winthrop | |
| SEBASTIAN | Sterilizer (2) | $163,831.00 | Winthrop | 3/28/2017 |
| SEBRING | ACCUDOSE | $42,635.00 | Winthrop | 4/1/2015 |
| SHANDS LAKE SHORE | ACUDOSE CABINETS | $357,392.00 | Winthrop | 12/1/2014 |
| SHANDS LIVE OAK | ACUDOSE CABINETS | $120,976.00 | Winthrop | 8/18/2014 |
| SHANDS STARKE | ACUDOSE CABINETS | $126,945.00 | Winthrop | 8/18/2014 |
| ST CLOUD | Patient Monitoring System (8) | $113,415.00 | Winthrop | 2/1/2016 |
| STATESBORO | AcuDose Main Cabinet and Tower | $22,811.00 | Winthrop | |
| STATESVILLE | Acudose System | $126,909.00 | Winthrop | 4/1/2015 |
| STATESVILLE | Renovation for Geri Psych (Dispensers) | $36,636.00 | Winthrop | 12/2/2015 |
| STATESVILLE | 2 UniCel DxC 600 PRO Instruments | $285,568.00 | Winthrop | 12/20/2017 |
| STATESVILLE | Hematology Analyzer | $100,350.00 | Winthrop | 2/28/2018 |

| | | | | |
|---|---|---|---|---|
| STATESVILLE | Hill-Rom Beds | $123,591.00 | Winthrop | 6/25/2018 |
| STATESVILLE | Hill-Rom Beds | $172,484.00 | Winthrop | 6/25/2018 |
| STATESVILLE | Hill-Rom Beds | $243,426.00 | Winthrop | 6/25/2018 |
| TOPPENISH | Hematology Analyzer | $66,400.00 | Winthrop | |
| VENICE | CVICU - MCKESSON DISPENSER | $53,697.00 | Winthrop | 5/23/2015 |
| WILLIAMSON | Hematology System | $80,342.00 | Winthrop | 3/28/2015 |
| WINDER | Digital X Ray | $155,339.00 | Winthrop | 9/1/2015 |
| WUESTHOFF - MELBOURNE | IVUS System | $145,236.00 | Winthrop | 5/4/2016 |
| WUESTHOFF - ROCKLEDGE | Various | $943,955.00 | Winthrop | 5/17/2012 |
| YAKIMA | Brain Lab | $204,033.00 | Winthrop | 3/19/2016 |
| YAKIMA | Chemistry Equipment | $132,800.00 | Winthrop | |
| CARLISLE | Ultrasound | $93,607.20 | | 10/23/2017 |
| CORP | IBM | $83,315.00 | | 6/25/2012 |
| CORP | HP PATIENT FOLDER EQUIPMENT | $455,097.00 | | |
| CORP | Intuitive Surgical (13) | $1,386,000.00 | | |
| CORP | Intuitive Surgical (13) | $63,500.00 | | |
| DADE CITY | Acudose | $20,728.00 | | |
| DADE CITY | PCI Program Equipment | $488,504.00 | | |
| DALLAS REGIONAL | INNOVA CATH LAB | $119,000.00 | | |
| DURANT | ULTRASONIC WOUND TREATMENT | $70,291.00 | | |
| DURANT | NUCLEAR MEDICINE CAMERA | $302,196.00 | | |
| DURANT | CENTRAL MONITOR W/9 BEDSIDE | $217,111.00 | | |
| DURANT | Sterilizers (3) | $173,924.00 | | |
| FLOWOOD | LOGIC 9 ULTRASOUND UNIT | $219,777.00 | | |
| FLOWOOD | VISION PROJECT - GE | $1,253,800.33 | | |
| FT SMITH | Advia Chemistry Equip | $1,367,867.00 | | 1/17/2018 |
| GADSDEN | Integrated ivus with FFR 2 room system | $135,000.00 | | |
| HAINES CITY | Sterilzers (5) | $405,383.48 | | |
| JACKSON | Anesthesia Machine- Monitoring System | $98,653.74 | | 12/3/2017 |
| JACKSON | HYPERBARIC CHAMBERS | $157,000.00 | | |
| JACKSON | DATA CENTER BUILDOUT | $299,288.00 | | |
| JACKSON | FURNITURE | $95,282.00 | | |

| | | | | |
|---|---|---|---|---|
| KNOXVILLE-PRMC | BrainLab; 16-Slice CT | $1,695,995.00 | | 7/15/2015 |
| MIDWEST CITY | Lease Buy Out (Centricity for Cath Lab) | $95,774.00 | | |
| MIDWEST CLINIC | Dr. Norred Equipment Lease | $188,000.00 | | 10/15/2015 |
| MILTON | Anesthesia Machine | $98,222.00 | | |
| MONROE | Build Out 4th OR (Anesthesia Machine) | $266,045.00 | | |
| MOORESVILLE | BEDSIDE MONITORING FOR CCU | $301,027.00 | | |
| NAPLES COLLIER | Chemistry Dimension EXL Analyzer | $250,000.00 | | 5/9/2018 |
| NATCHEZ | LH 750 HEMATOLOGY SYSTEM | $195,000.00 | | 4/16/2015 |
| POPLAR BLUFF | Hip Upgrade | $183,104.00 | | |
| PORT CHARLOTTE | 120 GENERAL BEDS | $814,578.00 | | |
| PORT CHARLOTTE | DIGITAL MAMMOS | $317,150.00 | | |
| PT CHARLOTTE | Database Storage; Archive upgrade | $162,856.67 | | |
| PUNTA GORDA | XCELERA ECHO MACHINE | $254,472.00 | | |
| PUNTA GORDA | 64 SLICE CT | $928,328.00 | | |
| SEBASTIAN | Ultrasound/Tee Probe | $205,809.25 | | 9/21/2017 |
| SEBASTIAN | Infusion pumps | $132,800.00 | | |
| SEBASTIAN | BP monitors | $36,162.00 | | |
| SEBRING | GENERATORS | $34,121.00 | | |
| SEBRING | PHYSIOLOGICAL MONITOR | $25,000.00 | | |
| STATESBORO | Bronchoscopy Equipment | $309,418.02 | | 12/5/2017 |
| STATESBORO | DIGITAL MAMMO | $487,950.00 | | |
| VENICE | WSGE WORKSTATIONS | $66,768.00 | | |
| WUESTHOFF - MELBOURNE | Sterilizer | $121,276.00 | | 1/15/2015 |
| WUESTHOFF - MELBOURNE | Acuson Sequoia Echo System | $161,000.00 | | |
| YAKIMA | Sterilizer | $89,317.00 | | 2/15/2015 |
| YAKIMA | ACHIEVA 1.5T MRI | $1,874,478.00 | | |

**Schedule 6.05(b)**
**Certain Syndication Transactions**

1. Wesley Health System LLC (Hattiesburg, MS)
1. Piney Woods Healthcare System, L.P. (Lufkin, TAX) (second offering)
2. McKenzie-Willamette Regional Medical Center Associates, LLC (Springfield, OR) (supplemental offering)
3. NOV Holdings, LLC (Tucson, AZ - 2 hospitals)
4. Kay County Oklahoma Hospital Company, LLC (Ponca City, OK)
5. Petersburg Hospital Company, LLC (Petersburg, VA)
6. Laredo-Texas Hospital Company, LLC (Laredo, TX) (second offering)
7. Northwest Indiana Health System, LLC (Valpraiso, IN)
8. National Healthcare of Mt. Vernon, Inc. (Crossroads Community)
9. Coatesville, PA
10. Westgrove, PA
11. Easton, PA
12. Salem, NJ
13. Abilene, TX
14. Las Cruces, NM
15. Victoria, TX
16. Ft. Wayne, IN (Lutheran)
17. Metro Health Cascade (Grand Rapis, MI).
18. Munroe Regional Health System (Ocala, FL).

**Schedule 6.07**
**Certain Affiliate Transactions**

None.

EXHIBIT A

FORM OF

CHS/COMMUNITY HEALTH SYSTEMS, INC.

**ADMINISTRATIVE QUESTIONNAIRE**

Please accurately complete the following information and return via Fax to the attention of Agency Administration at Credit Suisse AG as soon as possible, at Fax No. (212) 322-2291.

**LENDER LEGAL NAME TO APPEAR IN DOCUMENTATION:**

**GENERAL INFORMATION - DOMESTIC LENDING OFFICE:**

Institution Name: _____

Street Address: _____

City, State, Zip Code: _____

**GENERAL INFORMATION - EURODOLLAR LENDING OFFICE:**

Institution Name: _____

Street Address: _____

City, State, Zip Code: _____

**POST-CLOSING, ONGOING CREDIT CONTACTS/NOTIFICATION METHODS:**

CREDIT CONTACTS:

*Primary Contact:* _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

Fax Number: _____

*Backup Contact:* _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

Fax Number: _____

**TAX WITHHOLDING:**

United States Person (as defined in Section 7701(a)(30) of the Code) Y N

Enclose Form W-8 or W-9, as applicable

Tax ID Number _____

**POST-CLOSING, ONGOING ADMIN. CONTACTS / NOTIFICATION METHODS:**

ADMINISTRATIVE CONTACTS - BORROWINGS, PAYDOWNS, FEES, ETC.

Contact: _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

Fax Number: _____

**PAYMENT INSTRUCTIONS:**

Name of Bank to which funds are to be transferred: _____

_____

Routing Transit/ABA number of Bank to which funds are to be transferred: _____

Name of Account, if applicable: _____

Account Number: _____

Additional information: _____

_____

**MAILINGS:**

Please specify the person to whom the Borrower should send financial and compliance information received subsequent to the closing (if different from primary credit contact):

Name: _____

Street Address: _____

City, State, Zip Code: _____

It is very important that all the above information be accurately completed and that this questionnaire be returned to the person specified in the introductory paragraph of this questionnaire as soon as possible. If there is someone other than yourself who should receive this questionnaire, please notify us of that person's name and Fax number and we will Fax a copy of the questionnaire. If you have any questions about this form, please call Agency Administration at Credit Suisse AG.

EXHIBIT B

FORM OF

ASSIGNMENT AND ACCEPTANCE

Reference is made to the Credit Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010, as further amended and restated as of February 2, 2012, and as further amended and restated as of January 27, 2014 (as further amended, restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among CHS/Community Health Systems, Inc., a Delaware corporation (the "***Borrower***"), Community Health Systems, Inc., a Delaware corporation ("***Parent***"), the Lenders (as defined in Article I of the Credit Agreement), and Credit Suisse AG, as administrative agent (in such capacity, the "***Administrative Agent***") and as collateral agent for the Lenders. Terms defined in the Credit Agreement are used herein with the same meanings.

1. The Assignor hereby sells and assigns, without recourse, to the Assignee, and the Assignee hereby purchases and assumes, without recourse, from the Assignor, effective as of the Effective Date set forth below (but not prior to the registration of the information contained herein in the Register pursuant to Section 9.04(d) of the Credit Agreement), the interests set forth below (the "***Assigned Interest***") in the Assignor's rights and obligations under the Credit Agreement and the other Loan Documents, including, without limitation, the amounts and percentages set forth below of (i) the Commitments of the Assignor on the Effective Date and (ii) the Loans owing to the Assignor which are outstanding on the Effective Date. Each of the Assignor and the Assignee hereby makes and agrees to be bound by all the representations, warranties and agreements set forth in Section 9.04(c) of the Credit Agreement, a copy of which has been received by each such party. From and after the Effective Date (i) the Assignee shall be a party to and be bound by the provisions of the Credit Agreement and, to the extent of the interests assigned by this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and under the Loan Documents and (ii) the Assignor shall, to the extent of the interests assigned by this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

2. This Assignment and Acceptance is being delivered to the Administrative Agent together with (i) if the Assignee is organized under the laws of a jurisdiction outside the United States, any forms referred to in Section 2.20(e) of the Credit Agreement, duly completed and executed by such Assignee, (ii) if the Assignee is not already a Lender under the Credit Agreement, a completed Administrative Questionnaire and (iii) unless waived or reduced in the sole discretion of the Administrative Agent, a processing and recordation fee of $3,500.[1]

[1] Only one such fee shall be payable in the case of concurrent assignments to persons that, after giving effect to such assignments, will be Related Funds.

3. This Assignment and Acceptance shall be governed by and construed in accordance with the laws of the State of New York.

Date of Assignment:

Legal Name of Assignor ("***Assignor***"):

Legal Name of Assignee ("***Assignee***"):

Assignee's Address for Notices:

Effective Date of Assignment ("***Effective Date***"):

| Class of Loans/Commitments Assigned | Principal Amount Assigned | Percentage of Loans/Commitments of the applicable Class Assigned (set forth, to at least 8 decimals, as a percentage of the aggregate Loans and Commitments, of the applicable Class, of all Lenders) |
|---|---|---|
| | $ | % |
| | $ | % |

[Remainder of Page Intentionally Left Blank]

Accepted

CREDIT SUISSE AG, as Administrative Agent[, Swingline Lender and Issuing Bank],[2]
by:

Name:
Title:

Name:
Title:

[CHS/COMMUNITY HEALTH SYTEMS, INC.],
by:

Name:
Title: ][3]

[COMMUNITY HEALTH SYSTEMS, INC.],
by:

Name:
Title: ][4]

[2] Consent of Swingline Lender and Issuing Bank only required in the case of an assignment of a Revolving Credit Commitment.

[3] Consent of the Borrower is only required in the case of an assignment of a Revolving Credit Commitment; *provided*, that the consent of the Borrower shall not be required for any assignment (a) made to another Lender, an Affiliate of a Lender or a Related Fund of a Lender or (b) after the occurrence and during the continuance of any Event of Default.

The terms set forth above are
hereby agreed to:

_____, as Assignor,

by:

_____

Name:
Title:

_____, as Assignee,

by:

_____

Name:
Title:

EXHIBIT C

FORM OF

BORROWING REQUEST

Credit Suisse AG, as Administrative Agent for
the Lenders referred to below,
Eleven Madison Avenue
New York, New York 10010
Attention: Agency Group

[DATE][1]

Ladies and Gentlemen:

The undersigned, CHS/Community Health Systems, Inc., a Delaware corporation, (the "***Borrower***"), refers to the Credit Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010, as further amended and restated as of February 2, 2011, and as further amended and restated as of January 27, 2014 (as further amended, restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among the Borrower, Community Health Systems, Inc., a Delaware corporation, the lenders from time to time party thereto (the "***Lenders***") and Credit Suisse AG, as administrative agent (in such capacity, the "***Administrative Agent***") and collateral agent for the Lenders. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. The Borrower hereby gives the Administrative Agent notice pursuant to Section 2.03 of the Credit Agreement that it requests a Borrowing under the Credit Agreement, and in connection therewith sets forth below the terms on which such Borrowing is requested to be made:

(A) Type of Borrowing[2] _____

(B) Date of Borrowing[3] _____

(C) Account Number and Location _____

(D) Principal Amount of Borrowing _____

(E) Interest Period[4] _____

[1] The Administrative Agent must be notified irrevocably by telephone (a) in the case of a Eurodollar Borrowing, not later than 12:00 (noon) (New York City time), three Business Days before a proposed Borrowing and (b) in the case of an ABR Borrowing, not later than 11:00 a.m. (New York City time), on the day of a proposed Borrowing, in each case to be confirmed promptly by hand delivery or fax of a Borrowing Request to the Administrative Agent.

[2] Specify whether such Borrowing is to be a Term Borrowing or a Revolving Credit Borrowing, and whether such Borrowing is to be a Eurodollar Borrowing or an ABR Borrowing.

[3] Date of Borrowing must be a Business Day.

[4] If such Borrowing is to be a Eurodollar Borrowing, specify the Interest Period with respect thereto.

The Borrower shall indemnify each Lender against any loss or expense that such Lender may sustain or incur as a consequence of (a) any event, other than a default by such Lender in the performance of its obligations hereunder, which results in (i) such Lender receiving or being deemed to receive any amount on account of the principal of any Eurodollar Loan prior to the end of the Interest Period in effect therefor, (ii) the conversion of any Eurodollar Loan to an ABR Loan, or the conversion of the Interest Period with respect to any Eurodollar Loan, in each case other than on the last day of the Interest Period in effect therefor, or (iii) any Eurodollar Loan to be made by such Lender (including any Eurodollar Loan to be made pursuant to a conversion or continuation of such Loan) not being made after notice of such Loan shall have been given by the Borrower hereunder (any of the events referred to in this paragraph being called a "***Breakage Event***") or (b) any default in the making of any payment or prepayment of any Eurodollar Loan required to be made hereunder. In the case of any Breakage Event, such loss shall include an amount equal to the excess, as reasonably determined by such Lender, of (i) its cost of obtaining funds for the Eurodollar Loan that is the subject of such Breakage Event for the period from the date of such Breakage Event to the last day of the Interest Period in effect (or that would have been in effect) for such Loan over (ii) the amount of interest likely to be realized by such Lender in redeploying the funds released or not utilized by reason of such Breakage Event for such period. A certificate of any Lender setting forth any amount or amounts which such Lender is entitled to receive pursuant to this paragraph shall be delivered to the Borrower and shall be conclusive absent manifest error.

The Borrower hereby represents and warrants to the Administrative Agent and the Lenders that, on the date of this Borrowing Request and on the date of the related Borrowing, the conditions to lending specified in paragraphs (b) and (c) of Section 4.01 of the Credit Agreement have been satisfied.

CHS/COMMUNITY HEALTH SYSTEMS, INC.,

by

_____

Name:
Title:

EXHIBIT D

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT
AND FINANCING STATEMENT

From

[NAME OF MORTGAGOR]

To

CREDIT SUISSE AG

Dated: _____, 20[●]
Premises: [City], [State]
_____ County

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT dated as of _____, 20[•] (this "***Mortgage***"), by [ ], a [ ] corporation, having an office at [ ] (the "***Mortgagor***"), to and for the benefit of CREDIT SUISSE AG, a bank organized under the laws of Switzerland, having an office at Eleven Madison Avenue, New York, New York 10010 (the "***Mortgagee***") as Collateral Agent for the Secured Parties (as such terms are defined below).

WITNESSETH THAT:

Reference is made to (i) the Credit Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010, as further amended and restated as of February 2, 2012 and as further amended and restated as of January 27, 2014 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the " ***Credit Agreement***"), among CHS/Community Health Systems, Inc., a Delaware corporation (the " ***Borrower***"), Community Health Systems, Inc., a Delaware corporation ("***Parent***"), the lenders from time to time party thereto (the "***Lenders***") and Credit Suisse AG as administrative agent (the "***Administrative Agent***") for the Lenders, collateral agent (the "***Collateral Agent***") for the Secured Parties, and issuing bank (the "***Issuing Bank***") with respect to any letters of credit (the "***Letters of Credit***") issued pursuant to the terms of the Credit Agreement, (ii) the Guarantee and Collateral Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010, as further amended pursuant to the Amendment No. 1 and Reaffirmation Agreement dated as of August 17, 2012 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the " ***Guarantee and Collateral Agreement***") among Parent, the Borrower, the Subsidiaries identified therein and the Collateral Agent, (iii) the Underwriting Agreement dated as of August 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the " ***Underwriting Agreement***") among the Borrower, the Guarantors party thereto and Credit Suisse Securities (USA) LLC, as representative of the underwriters specified therein (the "***Underwriters***"), (iv) the Indenture dated as of August 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "***2012 Indenture***"), among the Borrower, the Guarantors party thereto, the Collateral Agent and Regions Bank, as trustee (the "***2012 Indenture Trustee***"), (v) the Indenture dated as of January 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the " ***2014 Indenture***" and, together with the 2012 Indenture, the "***Indentures***"), among the Borrower, the Guarantors party thereto, the Collateral Agent and Regions Bank, as trustee (the " ***2014 Indenture Trustee***" and, together with the 2012 Indenture Trustee, the "***Indenture Trustees***"), (v) that certain designation certificate dated as of August 17, 2012 delivered to the Collateral Agent pursuant to Section 7.09(c) of the Guarantee and Collateral Agreement (the "***2012 Designation Certificate***"), (vi) that certain designation certificate dated as of January 27, 2014 delivered to the Collateral Agent pursuant to Section 7.09(c) of the Guarantee and Collateral Agreement (the " ***2014 Designation Certificate***"), (vii) the First Lien Intercreditor Agreement dated as of August 17, 2012 among Credit Suisse AG, as the Collateral Agent and the Authorized Representative (as such term is defined therein) under the Credit Agreement, Regions Bank, in its capacity as 2014 Indenture Trustee under the Initial Additional Agreement (as such term is defined therein), as the Initial Additional

Authorized Representative (as such term is defined therein), and each additional Authorized Representative (as such term is defined therein) from time to time party thereto (the "***Intercreditor Agreement***") and (viii) the Joinder Agreement to the First Lien Intercreditor Agreement (the "***Joinder Agreement***") dated as of January 27, 2014 delivered by the 2014 Indenture Trustee to the Collateral Agent . Capitalized terms used but not defined herein have the meanings given to them in the Credit Agreement and the Guarantee and Collateral Agreement.

In the Credit Agreement, (i) the Lenders have agreed to make term loans (the " ***Term Loans***") and revolving loans (the "***Revolving Loans***", together with Term Loans and Revolving Loans, the "***Loans***") to the Borrower and (ii) the Issuing Bank has issued or agreed to issue from time to time Letters of Credit for the account of the Borrower, in each case pursuant to, upon the terms, and subject to the conditions specified in, the Credit Agreement. Amounts paid in respect of Term Loans may not be reborrowed. Subject to the terms of the Credit Agreement, Borrower may borrow, prepay and reborrow Revolving Loans.

Pursuant to the terms of the 2012 Indenture and Underwriting Agreement, the Underwriters have purchased $1,600,000,000 aggregate principal amount of 5.125% Senior Secured Notes due 2018 of the Borrower (the " ***2018 Notes***") on the terms and subject to the conditions set forth in the Underwriting Agreement.

In accordance with the 2012 Designation Certificate, the 2018 Notes and related obligations thereunder are secured on a pari passu basis with all other obligations secured under the Guarantee and Collateral Agreement and, in accordance with the provisions of subsection 7.09(c) of the Guarantee and Collateral Agreement, among other things, the Collateral Agent has been appointed and authorized to act on behalf and for the benefit of the Initial Additional Secured Parties (as such term is defined in the Intercreditor Agreement) under the Indenture.

Pursuant to the terms of the 2014 Indenture, the [ ] have purchased $1,705,000,000 aggregate principal amount of [ ]% Senior Secured Notes due 2021 of the Borrower (the "***2021 Notes***") on the terms and subject to the conditions set forth in the 2014 Indenture.

In accordance with the 2014 Designation Certificate, the 2021 Notes and related obligations thereunder are secured on a pari passu basis with all other obligations secured under the Guarantee and Collateral Agreement and, in accordance with the provisions of subsection 7.09(c) of the Guarantee and Collateral Agreement, among other things, the Collateral Agent has been appointed and authorized to act on behalf and for the benefit of the Additional Secured Parties (as such term is defined in the Intercreditor Agreement) under the Indenture.

Mortgagor is a wholly-owned direct or indirect Subsidiary of the Borrower and will derive substantial benefit from the making of the Loans by the Lenders, the issuance of the Letters of Credit by the Issuing Bank and from the purchase of the Notes by the Underwriters. In order to induce the Lenders to make Loans, the Issuing Bank to issue Letters of Credit, the Underwriters to purchase the Notes and the Indenture Trustees to enter

into the Indentures, the Mortgagor has agreed to guarantee, among other things, the due and punctual payment and performance of all of the obligations of the Borrower under the Credit Agreement and the Indenture pursuant to the terms of the Guarantee and Collateral Agreement.

The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Mortgagor of this Mortgage in the form hereof to secure the Obligations.

As used in this Mortgage, the term "Secured Parties" shall mean (a)(i) the Lenders, (ii) the Administrative Agent, (iii) the Collateral Agent, (iv) any Issuing Bank, (v) each counterparty to any Hedging Agreement or Cash Management Agreement with a Loan Party that either (A) is in effect on the Closing Date if such counterparty is the Administrative Agent, a Lender or an Affiliate of the Administrative Agent or a Lender as of the Closing Date or (B) is entered into after the Closing Date if such counterparty is the Administrative Agent, a Lender or an Affiliate of the Administrative Agent or a Lender at the time such Hedging Agreement or Cash Management Agreement is entered into, (vi) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, and (vii) the successors and assigns of each of the foregoing and (b)(i) the holders of any Pari Passu Debt Obligations and (ii) any Pari Passu Representative with respect thereto.

Pursuant to the requirements of the Credit Agreement, the Mortgagor is granting this Mortgage to create a lien on and a security interest in the Mortgaged Property (as hereinafter defined) to secure the performance and payment by the Mortgagor of the Obligations. The Credit Agreement also requires the granting by other Loan Parties of mortgages, deeds of trust and/or deeds to secure debt (the "***Other Mortgages***") that create liens on and security interests in certain real and personal property other than the Mortgaged Property to secure the performance of the Obligations.

Granting Clauses

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and in order to secure the due and punctual payment and performance of the Obligations for the benefit of the Secured Parties, Mortgagor hereby grants, conveys, mortgages, assigns and pledges to the Mortgagee, a mortgage lien on and a security interest in, all the following described property (the " ***Mortgaged Property***") whether now owned or held or hereafter acquired:

(1) the land more particularly described on Exhibit A hereto (the "***Land***"), together with all rights appurtenant thereto, including the easements over certain other adjoining land granted by any easement agreements, covenant or restrictive agreements and all air rights, mineral rights, water rights, oil and gas rights and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim or demand whatsoever of Mortgagor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired (the "***Premises***");

(2) all buildings, improvements, structures, paving, parking areas, walkways and landscaping now or hereafter erected or located upon the Land, and all fixtures of every kind and type affixed to the Premises or attached to or forming part of any structures, buildings or improvements and replacements thereof now or hereafter erected or located upon the Land (the "***Improvements***");

(3) all apparatus, movable appliances, building materials, equipment, fittings, furnishings, furniture, machinery and other articles of tangible personal property of every kind and nature, and replacements thereof, now or at any time hereafter placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Improvements or the Premises, including all of Mortgagor's books and records relating thereto and including all pumps, tanks, goods, machinery, tools, equipment, lifts (including fire sprinklers and alarm systems, fire prevention or control systems, cleaning rigs, air conditioning, heating, boilers, refrigerating, electronic monitoring, water, loading, unloading, lighting, power, sanitation, waste removal, entertainment, communications, computers, recreational, window or structural, maintenance, truck or car repair and all other equipment of every kind), restaurant, bar and all other indoor or outdoor furniture (including tables, chairs, booths, serving stands, planters, desks, sofas, racks, shelves, lockers and cabinets), bar equipment, glasses, cutlery, uniforms, linens, memorabilia and other decorative items, furnishings, appliances, supplies, inventory, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, freezers, refrigerators, walk-in coolers, signs (indoor and outdoor), computer systems, cash registers and inventory control systems, and all other apparatus, equipment, furniture, furnishings, and articles used in connection with the use or operation of the Improvements or the Premises, it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned (the property referred to in this subparagraph (3), the "***Personal Property***");

(4) all general intangibles owned by Mortgagor and relating to design, development, operation, management and use of the Premises or the Improvements, all certificates of occupancy, zoning variances, building, use or other permits, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the development, use, operation or management of the Premises and Improvements, all construction, service, engineering, consulting, leasing, architectural and other similar contracts concerning the design, construction, management, operation, occupancy and/or use of the Premises and Improvements, all architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, environmental studies, engineering reports and similar materials relating to any portion of or all of the Premises and Improvements, and all payment and performance bonds or warranties or guarantees relating to the Premises or the Improvements, all to the extent assignable (the "***Permits, Plans and Warranties***");

(5) all now or hereafter existing leases or licenses (under which Mortgagor is landlord or licensor) and subleases (under which Mortgagor is sublandlord),

concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of the Premises or the Improvements for any purpose in return for any payment, or the extraction or taking of any gas, oil, water or other minerals from the Premises in return for payment of any fee, rent or royalty (collectively, " ***Leases***"), and all agreements or contracts for the sale or other disposition of all or any part of the Premises or the Improvements, now or hereafter entered into by Mortgagor, together with all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable thereunder ("***Rents***");

(6) all real estate tax refunds and all proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property into cash or liquidated claims ("***Proceeds***"), including Proceeds of insurance maintained by the Mortgagor and condemnation awards, any awards that may become due by reason of the taking by eminent domain or any transfer in lieu thereof of the whole or any part of the Premises or Improvements or any rights appurtenant thereto, and any awards for change of grade of streets, together with any and all moneys now or hereafter on deposit for the payment of real estate taxes, assessments or common area charges levied against the Mortgaged Property, unearned premiums on policies of fire and other insurance maintained by the Mortgagor covering any interest in the Mortgaged Property or required by the Credit Agreement; and

(7) all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to, the Land, the Premises, the Improvements, the Personal Property, the Permits, Plans and Warranties and the Leases, hereinafter acquired by or released to the Mortgagor or constructed, assembled or placed by the Mortgagor on the Land, the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of trust, conveyance, assignment or other act by the Mortgagor, all of which shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described herein.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns, for the ratable benefit of the Secured Parties, forever, subject only to the Liens set forth in Section 6.02 of the Credit Agreement, including, for the avoidance of uncertainty, those Liens set forth in Sections 6.02(h), (i) and (l) of the Credit Agreement and to satisfaction and release as provided in Section 3.04 hereof.

The Obligations hereby secured, if not earlier accelerated, have a maturity date of (i) January 27, 2019 as to the Revolving Loans and the 2019 Term A Loans, (iii) January 27, 2021 as to the 2021 Term D Loans, (iv) January 25, 2017 as to the 2017 Term E Loans, (v) August 25, 2018 as to the 2018 Notes and (vi) [ ], 2021 as to the 2021 Notes.

ARTICLE I

Representations, Warranties and Covenants of Mortgagor

Mortgagor agrees, covenants, represents and/or warrants as follows:

SECTION 1.01. Title, Mortgage Lien. (a) Mortgagor has good and marketable fee simple title to the Mortgaged Property, subject only to the Liens set forth in Section 6.02 of the Credit Agreement, including, for the avoidance of uncertainty, those Liens set forth in Sections 6.02(h), (i) and (l) of the Credit Agreement.

(b) The execution and delivery of this Mortgage is within Mortgagor's corporate powers and has been duly authorized by all necessary corporate and, if required, stockholder action. This Mortgage has been duly executed and delivered by Mortgagor and constitutes a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(c) The execution, delivery and recordation of this Mortgage (i) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except filings necessary to perfect the lien of this Mortgage, (ii) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of Mortgagor or any order of any Governmental Authority, (iii) will not violate or result in a default under any indenture, agreement or other instrument binding upon Mortgagor or its assets, or give rise to a right thereunder to require any payment to be made by Mortgagor, and (iv) will not result in the creation or imposition of any Lien on any asset of Mortgagor, except the lien of this Mortgage.

(d) This Mortgage and the Uniform Commercial Code Financing Statements described in Section 1.09 of this Mortgage, when duly recorded in the public records will create a valid, perfected and enforceable lien upon and security interest in all of the Mortgaged Property.

(e) Mortgagor will forever warrant and defend its title to the Mortgaged Property, the rights of Mortgagee therein under this Mortgage and the validity and priority of the lien of this Mortgage thereon against the claims of all persons and parties except those having rights under the Liens set forth in Section 6.02 of the Credit Agreement to the extent of those rights.

SECTION 1.02. Credit Agreement. This Mortgage is given pursuant to the Credit Agreement. Mortgagor expressly covenants and agrees to pay when due, and to timely perform, and to cause the other Loan Parties to pay when due, and to timely perform, the Obligations in accordance with their terms.

SECTION 1.03. Payment of Taxes, and Other Obligations. (a) Mortgagor will pay and discharge from time to time prior to the time when the same shall become delinquent, and before any interest or penalty accrues thereon or attaches thereto, all Taxes and other

obligations with respect to the Mortgaged Property or any part thereof or upon the Rents from the Mortgaged Property or arising in respect of the occupancy, use or possession thereof in accordance with, and to the extent required by, the Credit Agreement and/or any equivalent provision of the Indentures.

(b) In the event of the passage of any state, Federal, municipal or other governmental law, order, rule or regulation subsequent to the date hereof (i) deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or in any manner changing or modifying the laws now in force governing the taxation of this Mortgage or debts secured by mortgages or deeds of trust (other than laws governing income, franchise and similar taxes generally) or the manner of collecting taxes thereon and (ii) imposing a tax to be paid by Mortgagee, either directly or indirectly, on this Mortgage or any of the Secured Credit Documents, or requiring an amount of taxes to be withheld or deducted therefrom, Mortgagor will promptly (x) notify Mortgagee of such event, (y) enter into such further instruments as Mortgagee may determine are reasonably necessary or desirable to obligate Mortgagor to make any additional payments necessary to put the Lenders and Secured Parties in the same financial position they would have been if such law, order, rule or regulation had not been passed and (z) make such additional payments to Mortgagee for the benefit of the Lenders and Secured Parties.

SECTION 1.04. Maintenance of Mortgaged Property. Mortgagor will maintain the Improvements and the Personal Property in the manner required by the Credit Agreement.

SECTION 1.05. Insurance. Mortgagor will keep or cause to be kept the Improvements and Personal Property insured against such risks, and in the manner, described in Section 4.03(l) of the Guarantee and Collateral Agreement and shall purchase such additional insurance as may be required from time to time pursuant to Section 5.02 of the Credit Agreement. Federal Emergency Management Agency Standard Flood Hazard Determination Forms will be purchased by Mortgagor for each Mortgaged Property on which Improvements are located. If any portion of Improvements constituting part of the Mortgaged Property is located in an area identified as a special flood hazard area by Federal Emergency Management Agency or other applicable agency, Mortgagor will purchase flood insurance in an amount reasonably satisfactory to Mortgagee, but in no event less than the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended.

SECTION 1.06. Casualty Condemnation/Eminent Domain. Mortgagor shall give Mortgagee prompt written notice of any casualty or other damage to the Mortgaged Property or any proceeding for the taking of the Mortgaged Property or any portion thereof or interest therein under power of eminent domain or by condemnation or any similar proceeding in accordance with, and to the extent required by, the Credit Agreement. Any Net Cash Proceeds received by or on behalf of the Mortgagor in respect of any such casualty, damage or taking shall constitute trust funds held by the Mortgagor for the benefit of the Secured Parties to be applied to repair, restore or replace the Mortgaged Property or, if a prepayment event shall occur with respect to any such Net Cash Proceeds, to be applied in accordance with the Credit Agreement and/or any equivalent provision of the Indentures.

SECTION 1.07. Assignment of Leases and Rents. (a) Mortgagor hereby irrevocably and absolutely grants, transfers and assigns all of its right title and interest in all Leases, together with any and all extensions and renewals thereof for purposes of securing and discharging the performance by Mortgagor of the Obligations. Mortgagor has not assigned or executed any assignment of, and will not assign or execute any assignment of, any Leases or the Rents payable thereunder to anyone other than Mortgagee.

(b) Except for those Leases set forth in Section 6.02(l) of the Credit Agreement, all Leases shall be subordinate to the lien of this Mortgage. Except for those Leases set forth in Section 6.02(l) of the Credit Agreement, Mortgagor will not enter into, modify or amend any Lease if such Lease, as entered into, modified or amended, will not be subordinate to the lien of this Mortgage.

(c) Subject to Section 1.07(d), Mortgagor has assigned and transferred to Mortgagee all of Mortgagor's right, title and interest in and to the Rents now or hereafter arising from each Lease heretofore or hereafter made or agreed to by Mortgagor, it being intended that this assignment establish, subject to Section 1.07(d), an absolute transfer and assignment of all Rents and all Leases to Mortgagee and not merely to grant a security interest therein. Subject to Section 1.07(d), Mortgagee may in Mortgagor's name and stead (with or without first taking possession of any of the Mortgaged Property personally or by receiver as provided herein) operate the Mortgaged Property and rent, lease or let all or any portion of any of the Mortgaged Property to any party or parties at such rental and upon such terms as Mortgagee shall, in its sole discretion, determine, and may collect and have the benefit of all of said Rents arising from or accruing at any time thereafter or that may thereafter become due under any Lease.

(d) So long as an Event of Default shall not have occurred and be continuing, Mortgagee will not exercise any of its rights under Section 1.07(c), and Mortgagor shall receive and collect the Rents accruing under any Lease; but after the happening and during the continuance of any Event of Default, Mortgagee may, at its option, receive and collect all Rents and enter upon the Premises and Improvements through its officers, agents, employees or attorneys for such purpose and for the operation and maintenance thereof. Mortgagor hereby irrevocably authorizes and directs each tenant, if any, and each successor, if any, to the interest of any tenant under any Lease, respectively, to rely upon any notice of an Event of Default sent by Mortgagee to any such tenant or any of such tenant's successors in interest, and thereafter to pay Rents to Mortgagee without any obligation or right to inquire as to whether an Event of Default actually exists and even if some notice to the contrary is received from the Mortgagor, who shall have no right or claim against any such tenant or successor in interest for any such Rents so paid to Mortgagee. Each tenant or any of such tenant's successors in interest from whom Mortgagee or any officer, agent, attorney or employee of Mortgagee shall have collected any Rents, shall be authorized to pay Rents to Mortgagor only after such tenant or any of their successors in interest shall have received written notice from Mortgagee (such notice to promptly be sent by Mortgagee once an Event of Default is no longer occurring) that the Event of Default is no longer continuing, unless and until a further notice of an Event of Default is given by Mortgagee to such tenant or any of its successors in interest.

(e) Mortgagee will not become a mortgagee in possession so long as it does not enter or take actual possession of the Mortgaged Property. In addition, Mortgagee shall not be responsible or liable for performing any of the obligations of the landlord under any Lease, for any waste by any tenant, or others, for any dangerous or defective conditions of any of the Mortgaged Property, for negligence in the management, upkeep, repair or control of any of the Mortgaged Property or any other act or omission by any other person.

(f) Mortgagor shall furnish to Mortgagee, within 30 days after a request by Mortgagee to do so, a written statement containing the names of all tenants, subtenants and concessionaires of the Premises or Improvements, the terms of any Lease, the space occupied and the rentals and/or other amounts payable thereunder.

SECTION 1.08. Restrictions on Transfers and Encumbrances. Mortgagor shall not directly or indirectly sell, convey, divest, alienate, assign, lease, sublease, license, mortgage, pledge, encumber or otherwise transfer, create, consent to or suffer the creation of any lien, charge or other form of encumbrance upon any interest in or any part of the Mortgaged Property (other than resulting from a condemnation), or engage in any common, cooperative, joint, time-sharing or other congregate ownership of all or part thereof, except in each case in accordance with and to the extent permitted by the Credit Agreement and/or any equivalent provision of the Indentures; provided, that Mortgagor may, in the ordinary course of business and in accordance with reasonable commercial standards, enter into easement or covenant agreements that relate to and/or benefit the operation of the Mortgaged Property and that do not materially and adversely affect the value, use or operation of the Mortgaged Property. If any of the foregoing transfers or encumbrances results in an event requiring prepayment of the Loans in accordance with the terms of the Credit Agreement, any Net Cash Proceeds received by or on behalf of the Mortgagor in respect thereof shall constitute trust funds to be held by the Mortgagor for the benefit of the Secured Parties and applied in accordance with the Credit Agreement and/or any equivalent provision of the Indentures.

SECTION 1.09. Security Agreement. This Mortgage is both a mortgage of real property and a grant of a security interest in personal property, and shall constitute and serve as a "***Security Agreement***" within the meaning of the uniform commercial code as adopted in the state wherein the Premises are located ("***UCC***"). Mortgagor has hereby granted unto Mortgagee a security interest in and to all the Mortgaged Property described in this Mortgage that is not real property, and simultaneously with the recording of this Mortgage, Mortgagor has filed or will file UCC financing statements, and will file continuation statements prior to the lapse thereof, at the appropriate offices in the jurisdiction of formation of the Mortgagor to perfect the security interest granted by this Mortgage in all the Mortgaged Property that is not real property. Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact and agent, for Mortgagor and in its name, place and stead, in any and all capacities, to execute any document and to file the same in the appropriate offices (to the extent it may lawfully do so), and to perform each and every act and thing reasonably requisite and necessary to be done to perfect the security interest contemplated by the preceding sentence. Mortgagee shall have all rights with respect to the part of the Mortgaged Property that is the subject of a security interest afforded by the UCC in addition to, but not in limitation of, the other rights afforded Mortgagee hereunder and under the Guarantee and Collateral Agreement.

SECTION 1.10. Filing and Recording. Mortgagor will cause this Mortgage, the UCC financing statements referred to in Section 1.09, any other security instrument creating a security interest in or evidencing the lien hereof upon the Mortgaged Property and each UCC continuation statement and instrument of further assurance to be filed, registered or recorded and, if necessary, refiled, rerecorded and reregistered, in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to perfect the lien hereof upon, and the security interest of Mortgagee in, the Mortgaged Property until this Mortgage is terminated and released in full in accordance with Section 3.04 hereof. Mortgagor will pay all filing, registration and recording fees, all Federal, state, county and municipal recording, documentary or intangible taxes and other taxes, duties, imposts, assessments and charges, and all reasonable expenses incidental to or arising out of or in connection with the execution, delivery and recording of this Mortgage, UCC continuation statements any mortgage supplemental hereto, any security instrument with respect to the Personal Property, Permits, Plans and Warranties and Proceeds or any instrument of further assurance.

SECTION 1.11. Further Assurances. Upon reasonable demand by Mortgagee, Mortgagor will, at the cost of Mortgagor and without expense to Mortgagee, do, execute, acknowledge and deliver all such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage, and on demand, Mortgagor will also execute and deliver and hereby appoints Mortgagee as its true and lawful attorney-in-fact and agent, for Mortgagor and in its name, place and stead, in any and all capacities, to execute and file to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments reasonably requested by Mortgagee to evidence more effectively the lien hereof upon the Personal Property and to perform each and every act and thing requisite and necessary to be done to accomplish the same.

SECTION 1.12. Additions to Mortgaged Property. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor upon the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien and security interest of this Mortgage as fully and completely and with the same effect as though now owned by Mortgagor and specifically described in the grant of the Mortgaged Property above, but at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien and security interest of this Mortgage.

SECTION 1.13. No Claims Against Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, nor as giving Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Mortgagee in respect thereof.

SECTION 1.14. Fixture Filing. (a) Certain portions of the Mortgaged Property are or will become "fixtures" (as that term is defined in the UCC) on the Land, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said UCC upon such portions of the Mortgaged Property that are or become fixtures.

(b) The real property to which the fixtures relate is described in Exhibit A attached hereto. The record owner of the real property described in Exhibit A attached hereto is Mortgagor. The name, type of organization and jurisdiction of organization of the debtor for purposes of this financing statement are the name, type of organization and jurisdiction of organization of the Mortgagor set forth in the first paragraph of this Mortgage, and the name of the secured party for purposes of this financing statement is the name of the Mortgagee set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagor/debtor is the address of the Mortgagor set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagee/secured party from which information concerning the security interest hereunder may be obtained is the address of the Mortgagee set forth in the first paragraph of this Mortgage. Mortgagor's organizational identification number is [_____].

## ARTICLE II

## Defaults and Remedies

SECTION 2.01. Events of Default. Any Event of Default under the Credit Agreement (as such term is defined therein) or an Indenture (as such term is defined therein) shall constitute an Event of Default under this Mortgage.

SECTION 2.02. Demand for Payment. If an Event of Default shall occur and be continuing, then, upon written demand of Mortgagee, Mortgagor will pay to Mortgagee all amounts due hereunder and under any Secured Credit Document and such further amount as shall be sufficient to cover the out-of-pocket costs and expenses of collection, including attorneys' fees, disbursements and expenses incurred by Mortgagee, and Mortgagee shall be entitled and empowered to institute an action or proceedings at law or in equity for the collection of the sums so due and unpaid, to prosecute any such action or proceedings to judgment or final decree, to enforce any such judgment or final decree against Mortgagor and to collect, in any manner provided by law, all moneys adjudged or decreed to be payable.

SECTION 2.03. Rights To Take Possession, Operate and Apply Revenues. (a) If an Event of Default shall occur and be continuing, Mortgagor shall, upon demand of Mortgagee, forthwith surrender to Mortgagee actual possession of the Mortgaged Property and, if and to the extent not prohibited by applicable law, Mortgagee itself, or by such officers or agents as it may appoint, may then enter and take possession of all the Mortgaged Property without the appointment of a receiver or an application therefor, exclude Mortgagor and its agents and employees wholly therefrom, and have access to the books, papers and accounts of Mortgagor.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by Mortgagee, Mortgagee may to the extent not prohibited by applicable law, obtain a judgment or decree conferring upon Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of the Mortgaged Property to Mortgagee, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor will pay to Mortgagee, upon demand, all reasonable expenses of obtaining such judgment or decree, including reasonable compensation to Mortgagee's attorneys and agents with interest thereon at the rate per annum applicable to overdue amounts under the Credit Agreement as provided in Section 2.07 of the Credit Agreement (the "***Interest Rate***"); and all such expenses and compensation shall, until paid, be secured by this Mortgage.

(c) Upon every such entry or taking of possession, Mortgagee may, to the extent not prohibited by applicable law, hold, store, use, operate, manage and control the Mortgaged Property, conduct the business thereof and, from time to time, (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon, (ii) purchase or otherwise acquire additional fixtures, personalty and other property that are reasonably necessary for the operation of the business, (iii) insure or keep the Mortgaged Property insured, (iv) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same, or (v) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Mortgagee, all as may from time to time be directed or determined by Mortgagee to reasonably be in its best interest and Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact and agent, for Mortgagor and in its name, place and stead, in any and all capacities, to perform any of the foregoing acts. Mortgagee may collect and receive all the Rents, issues, profits and revenues from the Mortgaged Property, including those past due as well as those accruing thereafter, and, after deducting (i) all out-of-pocket expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (ii) the out-of-pocket costs of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions, (iii) the costs of insurance, (iv) such taxes, assessments and other similar charges as Mortgagee may at its option pay, (v) other proper charges upon the Mortgaged Property or any part thereof and (vi) the compensation, expenses and disbursements of the attorneys and agents of Mortgagee, Mortgagee shall apply the remainder of the moneys and proceeds so received first to the payment of the Mortgagee for the satisfaction of the Obligations, and second, if there is any surplus, to Mortgagor, subject to the entitlement of others thereto under applicable law.

(d) Whenever, before any sale of the Mortgaged Property under Section 2.06, all Obligations that are then due shall have been paid and all Events of Default fully cured, Mortgagee will surrender possession of the Mortgaged Property back to Mortgagor, its successors or assigns. The same right of taking possession shall, however, arise again if any subsequent Event of Default shall occur and be continuing.

SECTION 2.04. Right To Cure Mortgagor's Failure to Perform. Should Mortgagor fail in the payment, performance or observance of any term, covenant or condition required by this Mortgage or the Secured Credit Document (with respect to the Mortgaged Property), Mortgagee may pay, perform or observe the same, and all payments made or costs or expenses incurred by Mortgagee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the Interest Rate. Mortgagee shall be the judge using reasonable discretion of the necessity for any such actions and of the amounts to be paid. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or the Improvements or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without having any obligation to so perform or observe and without thereby becoming liable to Mortgagor, to any person in possession holding under Mortgagor or to any other person; provided, however, that except in the case of an emergency, Mortgagee will provide reasonable advance notice of such entry, such entry shall be conducted in a reasonable manner and Mortgagee shall use reasonable efforts to endeavor to minimize the amount of disturbance to the Mortgagor's possession of the Mortgaged Property.

SECTION 2.05. Right to a Receiver. If an Event of Default shall occur and be continuing, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled as a matter of right to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the Rents. The receiver shall have all of the rights and powers permitted under the laws of the state wherein the Mortgaged Property is located. Mortgagor shall pay to Mortgagee upon demand all reasonable out-of-pocket expenses, including receiver's fees, reasonable attorney's fees and disbursements, costs and agent's compensation incurred pursuant to the provisions of this Section 2.05; and all such expenses shall be secured by this Mortgage and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the Interest Rate.

SECTION 2.06. Foreclosure and Sale. (a) If an Event of Default shall occur and be continuing, Mortgagee may elect to sell the Mortgaged Property or any part of the Mortgaged Property by exercise of the power of foreclosure or of sale granted to Mortgagee by applicable law or this Mortgage. In such case, Mortgagee may commence a civil action to foreclose this Mortgage, or it may proceed and sell the Mortgaged Property to satisfy any Obligation. Mortgagee or an officer appointed by a judgment of foreclosure to sell the Mortgaged Property, may sell all or such parts of the Mortgaged Property as may be chosen by Mortgagee at the time and place of sale fixed by it in a notice of sale, either as a whole or in separate lots, parcels or items as Mortgagee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder. Mortgagee or an officer appointed by a judgment of foreclosure to sell the Mortgaged Property may postpone any foreclosure or other sale of all or any portion of the Mortgaged Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public

announcement or subsequently noticed sale. Without further notice, Mortgagee or an officer appointed to sell the Mortgaged Property may make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale. Any person, including Mortgagor or Mortgagee or any designee or affiliate thereof, may purchase at such sale.

(b) The Mortgaged Property may be sold subject to unpaid taxes and the Liens set forth in Section 6.02 of the Credit Agreement, and, after deducting all costs, fees and out-of-pocket expenses of Mortgagee (including costs of evidence of title in connection with the sale), Mortgagee or an officer that makes any sale shall apply the proceeds of sale in the manner set forth in Section 2.08.

(c) Any foreclosure or other sale of less than the whole of the Mortgaged Property or any defective or irregular sale made hereunder shall not exhaust the power of foreclosure or of sale provided for herein; and subsequent sales may be made hereunder until the Obligations have been satisfied, or the entirety of the Mortgaged Property has been sold.

(d) If an Event of Default shall occur and be continuing, Mortgagee may instead of, or in addition to, exercising the rights described in Section 2.06(a) above and either with or without entry or taking possession as herein permitted, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to specifically enforce payment of some or all of the Obligations, or the performance of any term, covenant, condition or agreement of this Mortgage or any other Loan Document or any other right, or (ii) to pursue any other remedy available to Mortgagee, all as Mortgagee shall determine most effectual for such purposes.

SECTION 2.07. Other Remedies. (a) In case an Event of Default shall occur and be continuing, Mortgagee may also exercise, to the extent not prohibited by law, any or all of the remedies available to a secured party under the UCC.

(b) In connection with a sale of the Mortgaged Property or any Personal Property and the application of the proceeds of sale as provided in Section 2.08, Mortgagee shall be entitled to enforce payment of and to receive up to the principal amount of the Obligations, plus all other charges, payments and costs due under this Mortgage, and to recover a deficiency judgment for any portion of the aggregate principal amount of the Obligations remaining unpaid, with interest.

SECTION 2.08. Application of Sale Proceeds and Rents. After any foreclosure sale of all or any of the Mortgaged Property, Mortgagee shall receive and apply the proceeds of the sale together with any Rents that may have been collected and any other sums that then may be held by Mortgagee under this Mortgage as follows:

FIRST, to the payment of all out-of-pocket costs and expenses incurred by the Administrative Agent or the Mortgagee (in their respective capacities as such hereunder or under any other Secured Credit Document) in connection with such collection, sale, foreclosure or realization or otherwise in connection with this Mortgage, any other Secured Credit Document or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the

repayment of all advances made by the Administrative Agent and/or the Mortgagee hereunder or under any other Secured Credit Document, as applicable, on behalf of any Mortgagor and any other out-of-pocket costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Secured Credit Document;

SECOND, to the payment in full of Unfunded Advances/Participations (the amounts so applied to be distributed between or among the Administrative Agent and any Issuing Bank pro rata in accordance with the amounts of Unfunded Advances/Participations owed to them on the date of any such distribution);

THIRD, to the payment in full of all other Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution);

FOURTH, to the Mortgagor, its successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Mortgagee shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Mortgage. Upon any sale of the Mortgaged Property by the Mortgagee (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Mortgagee or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Mortgaged Property so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Mortgagee or such officer or be answerable in any way for the misapplication thereof.

SECTION 2.09. Mortgagor as Tenant Holding Over. If Mortgagor remains in possession of any of the Mortgaged Property after any foreclosure sale by Mortgagee, at Mortgagee's election Mortgagor shall be deemed a tenant holding over and shall forthwith surrender possession to the purchaser or purchasers at such sale or be summarily dispossessed or evicted according to provisions of law applicable to tenants holding over.

SECTION 2.10. Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Mortgagor waives, to the extent not prohibited by law, (i) the benefit of all laws now existing or that hereafter may be enacted (x) providing for any appraisement or valuation of any portion of the Mortgaged Property and/or (y) in any way extending the time for the enforcement or the collection of amounts due under any of the Obligations or creating or extending a period of redemption from any sale made in collecting said debt or any other amounts due Mortgagee, (ii) any right to at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any homestead exemption, stay, statute of limitations, extension or redemption, or sale of the Mortgaged Property as separate tracts, units or estates or as a single parcel in the event of foreclosure or notice of deficiency, and (iii) all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of or each of the Obligations and marshaling in the event of foreclosure of this Mortgage.

SECTION 2.11. Discontinuance of Proceedings. In case Mortgagee shall proceed to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall be discontinued or abandoned for any reason, or shall be determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been taken.

SECTION 2.12. Suits To Protect the Mortgaged Property. Mortgagee shall have power (a) to institute and maintain suits and proceedings to prevent any impairment of the Mortgaged Property by any acts that may be unlawful or in violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the Rents arising therefrom and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of or compliance with such enactment, rule or order would impair the security or be prejudicial to the interest of Mortgagee hereunder.

SECTION 2.13. Filing Proofs of Claim. In case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor, Mortgagee shall, to the extent permitted by law, be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Mortgagee allowed in such proceedings for the Obligations secured by this Mortgage at the date of the institution of such proceedings and for any interest accrued, late charges and additional interest or other amounts due or that may become due and payable hereunder after such date.

SECTION 2.14. Possession by Mortgagee. Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, any of its property or the Mortgaged Property, Mortgagee shall be entitled, to the extent not prohibited by law, to remain in possession and control of all parts of the Mortgaged Property now or hereafter granted under this Mortgage to Mortgagee in accordance with the terms hereof and applicable law.

SECTION 2.15. Waiver. (a) No delay or failure by Mortgagee to exercise any right, power or remedy accruing upon any breach or Event of Default shall exhaust or impair any such right, power or remedy or be construed to be a waiver of any such breach or Event of Default or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No consent or waiver by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of the Obligations shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or of any other Obligations by Mortgagor hereunder. No failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies consequent on any future Event of Default by Mortgagor.

(b) Even if Mortgagee (i) grants some forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security for the payment

of any sums secured hereby, (iii) waives or does not exercise some right granted herein or under the Secured Credit Documents, (iv) releases a part of the Mortgaged Property from this Mortgage, (v) agrees to change some of the terms, covenants, conditions or agreements of any of the Secured Credit Documents, (vi) consents to the filing of a map, plat or replat affecting the Premises, (vii) consents to the granting of an easement or other right affecting the Premises or (viii) makes or consents to an agreement subordinating Mortgagee's lien on the Mortgaged Property hereunder; no such act or omission shall preclude Mortgagee from exercising any other right, power or privilege herein granted or intended to be granted in the event of any breach or Event of Default then made or of any subsequent default; nor, except as otherwise expressly provided in an instrument executed by Mortgagee, shall this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or part of the Mortgaged Property, Mortgagee is hereby authorized and empowered to deal with any vendee or transferee with reference to the Mortgaged Property secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings.

SECTION 2.16. Waiver of Trial by Jury. To the fullest extent permitted by applicable law, Mortgagor and Mortgagee each hereby irrevocably and unconditionally waive trial by jury in any action, claim, suit or proceeding relating to this Mortgage and for any counterclaim brought therein. Mortgagor hereby waives all rights to interpose any counterclaim in any suit brought by Mortgagee hereunder and all rights to have any such suit consolidated with any separate suit, action or proceeding.

SECTION 2.17. Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, and each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

## ARTICLE III

## Miscellaneous

SECTION 3.01. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

SECTION 3.02. Notices. All notices and communications hereunder shall be in writing and given to Mortgagor in accordance with the terms of the Credit Agreement at the address set forth on the first page of this Mortgage and to the Mortgagee as provided in the Credit Agreement and the Indentures.

SECTION 3.03. Successors and Assigns. All of the grants, covenants, terms, provisions and conditions herein shall run with the Premises and the Improvements and shall apply to, bind and inure to, the benefit of the permitted successors and assigns of Mortgagor and the successors and assigns of Mortgagee.

SECTION 3.04. Satisfaction and Cancelation. (a) The conveyance to Mortgagee of the Mortgaged Property as security created and consummated by this Mortgage shall terminate and be null and void when all the Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the aggregate L/C Exposure has been reduced to zero, the Issuing Bank has no further obligation to issue Letters of Credit under the Credit Agreement and the satisfaction and discharge requirements set forth in the Indentures have been satisfied.

(b) Mortgagor shall automatically be released from its obligations hereunder upon the consummation of (i) any transaction permitted by the Credit Agreement as a result of which Mortgagor ceases to be a Subsidiary or (ii) any Permitted Receivables Transaction or a Permitted Securitization Transaction consummated after the date hereof as a result of which Mortgagor becomes a Permitted Syndication Subsidiary or Securitization Subsidiary.

(c) Upon any sale or other transfer by Mortgagor of any Collateral that is permitted under the Credit Agreement to any person that is not the Borrower or a Guarantor, or, upon the effectiveness of any written consent to the release of the Security Interest granted hereby in any Collateral pursuant to Section 9.09 of the Credit Agreement, the Security Interest in such Collateral shall be automatically released; *provided* that, upon the consummation after the date hereof of any Permitted Receivables Transaction or a Permitted Securitization Transaction, the Security Interest in the Equity Interests of the Subsidiary that is the subject of such Permitted Receivables Transaction or a Permitted Securitization Transaction, as the case may be, shall be automatically released to the extent the pledge of the Equity Interests in such Subsidiary is prohibited by any applicable Contractual Obligation or requirement of law.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) above, the Mortgagee shall promptly execute and deliver to Mortgagor, at Mortgagor's expense, a release of this Mortgage and all Uniform Commercial Code termination statements and similar documents that Mortgagor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 3.04 shall be without recourse to or representation or warranty by the Mortgagee or any Secured Party. Without limiting the provisions of Section 7.06 of the Guarantee and Collateral Agreement, the Borrower shall reimburse the Mortgagee upon demand for all reasonable out of pocket expenses, including the fees, charges and expenses of counsel, incurred by it in connection with any action contemplated by this Section 3.04.

SECTION 3.05. Definitions. As used in this Mortgage, the singular shall include the plural as the context requires and the following words and phrases shall have the following meanings: (a) "including" shall mean "including but not limited to"; (b) "provisions" shall mean "provisions, terms, covenants and/or conditions"; (c) "lien" shall mean "lien, charge, encumbrance, security interest, mortgage or deed of trust"; (d) "obligation" shall mean

"obligation, duty, covenant and/or condition"; and (e) "any of the Mortgaged Property" shall mean "the Mortgaged Property or any part thereof or interest therein". Any act that Mortgagee is permitted to perform hereunder may be performed at any time and from time to time by Mortgagee or any person or entity designated by Mortgagee. Any act that is prohibited to Mortgagor hereunder is also prohibited to all lessees of any of the Mortgaged Property. Each appointment of Mortgagee as attorney-in-fact for Mortgagor under the Mortgage is irrevocable, with power of substitution and coupled with an interest. Subject to the applicable provisions hereof, Mortgagee has the right to refuse to grant its consent, approval or acceptance or to indicate its satisfaction, in its sole discretion, whenever such consent, approval, acceptance or satisfaction is required hereunder.

SECTION 3.06. Multisite Real Estate Transaction. Mortgagor acknowledges that this Mortgage is one of a number of Other Mortgages and Security Documents that secure the Obligations. Mortgagor agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by the Mortgagee of any security for or guarantees of any of the Obligations hereby secured, or by any failure, neglect or omission on the part of Mortgagee to realize upon or protect any Obligation or indebtedness hereby secured or any collateral security therefor including the Other Mortgages and other Security Documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Obligations secured or of any of the collateral security therefor, including the Other Mortgages and other Security Documents or of any guarantee thereof, and Mortgagee may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Mortgages and other Security Documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Mortgagee's rights and remedies under any or all of the Other Mortgages and other Security Documents shall not in any manner impair the indebtedness hereby secured or the lien of this Mortgage and any exercise of the rights or remedies of Mortgagee hereunder shall not impair the lien of any of the Other Mortgages and other Security Documents or any of Mortgagee's rights and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Mortgages and other Security Documents separately or concurrently and in any order that it may deem appropriate and waives any rights of subrogation.

SECTION 3.07. No Oral Modification. This Mortgage may not be changed or terminated orally. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate Mortgage, lien or encumbrance.

ARTICLE IV

Particular Provisions

This Mortgage is subject to the following provisions relating to the particular laws of the state wherein the Premises are located:

SECTION 4.01. Applicable Law; Certain Particular Provisions. This Mortgage shall be governed by and construed in accordance with the internal law of the state where the Mortgaged Property is located, except that Mortgagor expressly acknowledges that by their terms, the Credit Agreement and other Loan Documents (aside from those Other Mortgages to be recorded outside New York) shall be governed by the internal law of the State of New York, without regard to principles of conflict of law. Mortgagor and Mortgagee agree to submit to jurisdiction and the laying of venue for any suit on this Mortgage in the state where the Mortgaged Property is located. The terms and provisions set forth in Appendix A attached hereto are hereby incorporated by reference as though fully set forth herein. In the event of any conflict between the terms and provisions contained in the body of this Mortgage and the terms and provisions set forth in Appendix A, the terms and provisions set forth in Appendix A shall govern and control.

IN WITNESS WHEREOF, this Mortgage has been duly executed and delivered to Mortgagee by Mortgagor on the date of the acknowledgment attached hereto.

[NAME OF MORTGAGOR], a [ ] corporation,

by

Name: [Rachel A. Seifert]
Title: [Senior Vice President and Secretary]

Attest:

by:

Name:
Title:

[Corporate Seal]

[ADD LOCAL FORM OF ACKNOWLEDGMENT]

Exhibit A
to Mortgage

Description of the Land

Appendix A
to Mortgage

Local Law Provisions

1. Notwithstanding anything else contained in this Mortgage, (i) the maximum principal debt or obligation which is, or under any contingency may be secured at the date of execution hereof or any time thereafter by this Mortgage is $[8,230,000,000] (the "Secured Amount"), (ii) this Mortgage shall also secure amounts other than the principal debt or obligation to the extent permitted by the Tax Law without payment of additional recording tax and (iii) so long as the aggregate amount of the Obligations exceeds the Secured Amount, any payments and repayments of the Obligations shall not be deemed to be applied against, or to reduce, the Secured Amount. [1]

2. [Other relevant local law provisions to be provided by local counsel.]

[1] Applicable only in mortgage tax states.

**Exhibit 10.3**
**EXECUTION COPY**

# CONTINGENT VALUE RIGHTS AGREEMENT

**by and between**

**COMMUNITY HEALTH SYSTEMS, INC.**

**and**

**AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC**

**Dated as of January 27, 2014**

**TABLE OF CONTENTS**

Note: This table of contents shall not, for any purpose, be deemed to be a part of this CVR Agreement.

Reconciliation and tie between Trust Indenture Act of 1939 and Contingent Value Rights Agreement, dated as of January 27, 2014.

| Trust Indenture Act Section | | Agreement Section |
|---|---|---|
| Section 310 | (a)(1) | 4.9 |
| | (a)(2) | 4.9 |
| | (a)(3) | Not Applicable |
| | (a)(4) | Not Applicable |
| | (a)(5) | 4.9 |
| | (b) | 4.8, 4.10 |
| Section 311 | (a) | 4.13 |
| | (b) | 4.13 |
| Section 312 | (a) | 5.1, 5.2(a) |
| | (b) | 5.2(b) |
| | (c) | 5.2(c) |
| Section 313 | (a) | 5.3(a) |
| | (b) | 5.3(a) |
| | (c) | 5.3(a) |
| | (d) | 5.3(b) |
| Section 314 | (a) | 5.4 |
| | (b) | Not Applicable |
| | (c)(1) | 1.2(a) |
| | (c)(2) | 1.2(a) |
| | (c)(3) | Not Applicable |
| | (d) | Not Applicable |
| | (e) | 1.2(b) |
| Section 315 | (a) | 4.1(a), 4.1(b) |
| | (b) | 8.11 |
| | (c) | 4.1(a) |
| | (d) | 4.1(c) |
| | (d)(1) | 4.1(a), 4.1(b) |
| | (d)(2) | 4.1(c)(ii) |
| | (d)(3) | 4.1(c)(iii) |
| | (e) | 8.12 |
| Section 316 | (a)(last sentence) | 1.1 (Definition of “Outstanding”) |
| | (a)(1)(A) | 8.9 |
| | (a)(1)(B) | 8.10 |
| | (a)(2) | Not Applicable |
| | (b) | 8.7 |
| | (c) | Not Applicable |
| Section 317 | (a)(1) | 8.2 |
| | (a)(2) | 8.2 |
| | (b) | 7.3 |
| Section 318 | (a) | 1.7 |

Note: This reconciliation table shall not, for any purpose, be deemed to be a part of this CVR Agreement.

THIS CONTINGENT VALUE RIGHTS AGREEMENT, dated as of January 27, 2014 (this "CVR Agreement"), by and between Community Health Systems, Inc., a Delaware corporation (the "Company"), and American Stock Transfer & Trust Company, LLC, a New York limited liability trust company, as trustee (the "Trustee"), in favor of each person who from time to time holds one or more Contingent Value Rights (the "Securities" or "CVRs" and, each individually, a "Security" or a "CVR") to receive cash payments in the amounts and subject to the terms and conditions set forth herein.

**W I T N E S S E T H:**

WHEREAS, this CVR Agreement is entered into pursuant to the Agreement and Plan of Merger, dated as of July 29, 2013 (the " Merger Agreement"), by and among the Company, FWCT-2 Acquisition Corporation, a Delaware corporation and a wholly owned Subsidiary of the Company (" Merger Sub"), and Health Management Associates, Inc., a Delaware corporation (" HMA");

WHEREAS, pursuant to the Merger Agreement, Merger Sub shall merge with and into HMA (the " Merger"), with HMA being the surviving corporation in the Merger and becoming a wholly owned Subsidiary of the Company;

WHEREAS, the CVRs shall be issued in accordance with and pursuant to the terms of the Merger Agreement; and

WHEREAS, a registration statement on Form S-4 (No. 333-191339) (the " Registration Statement") with respect to the CVRs has been prepared and filed by the Company with the Commission (as defined below) and has become effective in accordance with the Securities Act of 1933, as amended (the " Securities Act").

NOW, THEREFORE, in consideration of the foregoing premises and the consummation of the transactions contemplated by the Merger Agreement, it is covenanted and agreed, for the equal and proportionate benefit of all Holders of the Securities, as follows:

## ARTICLE 1

## DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 1.1 Definitions. For all purposes of this CVR Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this ARTICLE 1 have the meanings assigned to them in this Article, and include the plural as well as the singular;

(b) all accounting terms used herein and not expressly defined herein shall, except as otherwise noted, have the meanings assigned to such terms in accordance with applicable Accounting Standards, where "Accounting Standards" means generally accepted accounting principles in the United States, consistently applied;

(c) all capitalized terms used in this CVR Agreement without definition shall have the respective meanings ascribed to them in the Merger Agreement;

(d) all other terms used herein which are defined in the Trust Indenture Act (as defined herein), either directly or by reference therein, have the respective meanings assigned to them therein; and

(e) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this CVR Agreement as a whole and not to any particular Article, Section or other subdivision.

"Act" shall have the meaning set forth in SECTION 1.4 of this CVR Agreement.

"Acting Holders" means, at the time of determination, Holders of at least thirty percent (30%) of the Outstanding Securities.

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

"Board of Directors" means the board of directors of the Company or any other body performing similar functions, or any duly authorized committee of that board.

"Board Resolution" means a copy of a resolution certified by the Chairman of the Board of Directors, the Chief Executive Officer or the Secretary to the Board of Directors, to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"Breach" shall have the meaning set forth in SECTION 8.1 of this CVR Agreement.

"Breach Interest Rate" means a per annum rate equal to the prime rate of interest quoted by Bloomberg, or a similar reputable data source, plus three percent (3%), calculated daily on the basis of a three hundred sixty-five (365) day year or, if lower, the highest rate permitted under applicable Law.

"Business Day" means any day (other than a Saturday or a Sunday) on which banking institutions in The City of New York, New York are not authorized or obligated by Law or executive order to close and, if the CVRs are listed on a national securities exchange, electronic trading network or other suitable trading platform, such exchange, electronic network or other trading platform is open for trading.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commission" means the Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act, or if at any time after the execution of this instrument such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties at such time.

"Company" means the Person named as the "Company" in the first paragraph of this CVR Agreement, until a successor Person shall have become such pursuant to the applicable provisions of this CVR Agreement, and thereafter "Company" shall mean such successor Person.

"Company Group" means the Company and its Subsidiaries.

"Company Request" or "Company Order" means a written request or order signed in the name of the Company by the chairman of the Board of Directors, the Chief Executive Officer, a president or any vice president, the General Counsel, or any other person duly authorized to act on behalf of the Company for such purpose or for any general purpose, and delivered to the Trustee.

"Corporate Trust Office" means the office of the Trustee at which at any particular time its corporate trust business shall be principally administered, which office at the date of execution of this CVR Agreement is located at 6201 15 th Avenue, Brooklyn, New York 11219.

"CVRs" shall have the meaning set forth in the Preamble of this CVR Agreement.

"CVR Agreement" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

"CVR Certificate" means, with respect to any certificated CVRs, a certificate representing any such CVRs and, with respect to any uncertificated CVRs, a book-entry account statement relating to the ownership of any such CVRs.

"CVR Payment Amount" means $1.00 in cash per CVR; provided, however, that if the aggregate amount of Losses as of the Payment Event Date exceeds $18,000,000 (the "Deductible"), the CVR Payment Amount shall be reduced by an amount equal to the quotient obtained by dividing: (a) the product of (i) all Losses in excess of the Deductible and (ii) 90%; by (b) the number of Outstanding Securities on the Payment Event Date; provided, that the CVR Payment Amount shall not be reduced to an amount below zero. All payments of the CVR Payment Amount shall be made without interest thereon and less any applicable withholding of Taxes. In no event shall the Company be obligated to pay the CVR Payment Amount on more than one occasion.

"CVR Payment Date" means the date on which the CVR Payment Amount is payable by the Paying Agent to the Holders, which date shall be established pursuant to SECTION 3.1(e).

"DOJ" means the U.S. Department of Justice.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Existing Litigation" means any litigation, investigation (whether formal or informal, including subpoenas), or other action or proceeding involving the HHS-OIG, the DOJ, the Commission or any other Governmental Entity, relating to whether HMA or any of its Affiliates violated any Law, and any civil litigation or other action or proceeding, including any shareholder or derivative action or proceeding, arising out of or relating to the foregoing, in each

case existing on or prior to the date of the Merger Agreement; provided that Existing Litigation shall not include any such litigation, investigation or other action or proceeding involving only individuals or entities other than HMA unless HMA is required to indemnify Losses incurred by such individuals or entities. For the avoidance of doubt, for purposes of this definition, the Company and its Subsidiaries shall not be considered Affiliates of HMA.

"Final Resolution" means (i) receipt of written confirmation from each applicable Governmental Entity that it has closed its investigation into HMA with respect to the Existing Litigation; or (ii) resolution of the Existing Litigation pursuant to a written settlement agreement, consent decree or other final non-appealable judgment by a court of competent jurisdiction.

"Governmental Entity" means any domestic (federal or state), or foreign court, commission, governmental body, regulatory or administrative agency or other political subdivision thereof.

"HHS-OIG" means the U.S. Department of Health and Human Services Office of Inspector General.

"HMA" shall have the meaning set forth in the Recitals of this CVR Agreement.

"Holder" means a Person in whose name a Security is registered in the Security Register.

"Junior Obligations" shall have the meaning set forth in SECTION 10.1.

"Law" means any foreign, federal, state, local or municipal laws, rules, judgments, orders, regulations, statutes, ordinances, codes, decisions, injunctions, decrees, international treaties and conventions or requirements of any Governmental Entity.

"Losses" means the amount of all losses, damages, costs, fees and expenses (including, without limitation, attorneys' fees and expenses), and all fines, penalties, settlement amounts, indemnification obligations and other liabilities, in each case arising out of or relating to the Existing Litigation that are paid by the Company or any of its Affiliates (including HMA) prior to the Payment Event Date; provided that Losses shall not include (i) the costs associated with any change to HMA's policies, procedures or practices, or (ii) the loss of any (A) licenses or (B) rights and privileges to participate in government sponsored programs even if required under a settlement agreement, consent decree or other final non-appealable judgment by a court of competent jurisdiction; provided that in each case, the amount of any Losses shall be net of any amounts actually recovered by the Company or any of its wholly owned Subsidiaries under insurance policies.

"Majority Holders" means, at the time of determination, Holders of at least a majority of the Outstanding Securities.

"Merger" shall have the meaning set forth in the Recitals of this CVR Agreement.

"Merger Agreement" shall have the meaning set forth in the Recitals of this CVR Agreement.

"Merger Sub" shall have the meaning set forth in the Recitals of this CVR Agreement.

"NASDAQ" shall have the meaning set forth in SECTION 7.6.

"NYSE" shall have the meaning set forth in SECTION 7.6.

"Officer's Certificate" when used with respect to the Company means a certificate signed by the Chief Executive Officer, a president or any vice president, the Chief Financial Officer or any other person duly authorized to act on behalf of the Company for such purpose or for any general purpose.

"Opinion of Counsel" means a written opinion of counsel, who may be counsel for the Company.

"Outstanding" when used with respect to Securities ("Outstanding Securities") means, as of the date of determination, all Securities theretofore authenticated and delivered under this CVR Agreement, except: (a) Securities theretofore cancelled by the Trustee or delivered to the Trustee for cancellation and (b) Securities in exchange for or in lieu of which other Securities have been authenticated and delivered pursuant to this CVR Agreement, other than any such Securities in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Securities are held by a bona fide purchaser in whose hands the Securities are valid obligations of the Company; provided, however, that in determining whether the Holders of the requisite Outstanding Securities have given any request, demand, authorization, direction, consent, waiver or other action hereunder, Securities owned by the Company or any Affiliate of the Company, whether held as treasury securities or otherwise, shall be disregarded and deemed not to be Outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such request, demand, authorization, direction, consent, waiver or other action, only Securities that a Responsible Officer of the Trustee actually knows are so owned shall be so disregarded (but the Trustee need not confirm or investigate the accuracy of mathematical calculations or other facts stated in such request, demand, authorization, direction, consent, waiver or other action).

"Party" shall mean the Trustee and the Company, as applicable.

"Paying Agent" means any Person authorized by the Company to pay the amount determined pursuant to SECTION 3.1, if any, on any Securities on behalf of the Company.

"Payment Certificate" has the meaning set forth in SECTION 3.1(c).

"Payment Event Date" means the date on which Final Resolution occurs.

"Person" means any individual, corporation, partnership, joint venture, association, jointstock company, trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.

"Permitted Junior Securities" shall have the meaning set forth in SECTION 10.2(a).

"Registration Statement" shall have the meaning set forth in the Recitals of this CVR Agreement.

"Responsible Officer" when used with respect to the Trustee means any officer assigned to the Corporate Trust Office and also means, with respect to any particular corporate trust matter, any other officer of the Trustee to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject.

"Securities" shall have the meaning set forth in the Preamble of this CVR Agreement.

"Securities Act" shall have the meaning set forth in the Recitals of this CVR Agreement.

"Security Register" shall have the meaning set forth in SECTION 3.5(a) of this CVR Agreement.

"Security Registrar" shall have the meaning set forth in SECTION 3.5(a) of this CVR Agreement.

"Senior Obligations" means (a) the principal of, and premium (if any) and interest (including, without limitation, any interest accruing subsequent to the filing of a petition of bankruptcy at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable Law) on, the following existing or future obligations of the Company, and all other amounts owing thereon: (i) with respect to borrowed money, (ii) evidenced by notes, debentures, bonds or other similar debt instruments, (iii) with respect to the net obligations owed under interest rate swaps or similar agreements or currency exchange transactions, (iv) reimbursement obligations in respect of letters of credit and similar obligations, (v) in respect of capital leases, or (vi) guarantees in respect of obligations referred to in clauses (i) through (v) above; unless, in any case, the instrument creating or evidencing the same or pursuant to which the same is outstanding provides that such obligations are *pari passu* to or subordinate in right of payment to the Securities and (b) any Losses.

Notwithstanding the foregoing, "Senior Obligations" shall not include:

(a) Junior Obligations;

(b) trade debt incurred in the ordinary course of business;

(c) any intercompany indebtedness between the Company and any of its Subsidiaries or Affiliates;

(d) indebtedness of the Company that is subordinated in right of payment to Senior Obligations;

(e) indebtedness or other obligations of the Company that by its terms ranks equal or junior in right of payment to the Junior Obligations;

(f) indebtedness of the Company that, by operation of Law, is subordinate to any general unsecured obligations of the Company;

(g) indebtedness evidenced by any guarantee of indebtedness ranking equal or junior in right of payment to the Junior Obligations;

(h) indebtedness consisting of the deferred purchase price for property or services, including earn-out and milestone payments and contingent value rights; or

(i) indebtedness that is contractually non-recourse to the general credit of the Company.

"Series A Contingent Value Rights" shall have the meaning set forth in SECTION 3.1(b) of this CVR Agreement.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, association, partnership or other business entity of which more than fifty percent (50%) of the total voting power of shares of Voting Securities is at the time owned or controlled, directly or indirectly, by: (a) such Person; (b) such Person and one or more Subsidiaries of such Person; or (c) one or more Subsidiaries of such Person.

"Tax" means any U.S. federal, state or local tax, assessment, levy or other governmental charge of any kind, including any income, profits, gross receipts, license, payroll, employment, severance, stamp, occupation, premium, windfall profits, environmental, customs duty, capital stock, franchise, sales, social security, unemployment, disability, use, property, withholding, excise, transfer, registration, production, value added, alternative minimum, occupancy, estimated or any other tax of any kind whatsoever, whether disputed or not, together with any interest, penalty or addition thereto.

"Tax Return" means any return, report, declaration, claim or other statement (including attached schedules) relating to Taxes.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as amended from time to time.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this CVR Agreement, until a successor Trustee shall have become such pursuant to the applicable provisions of this CVR Agreement, and thereafter "Trustee" shall mean such successor Trustee.

"Voting Securities" means securities or other interests having voting power, or the right, to elect or appoint directors, or any Persons performing similar functions, irrespective of whether or not stock or other interests of any other class or classes shall have or might have voting power or any right by reason of the happening of any contingency.

SECTION 1.2 Compliance and Opinions.

(a) Upon any application or request by the Company to the Trustee to take any action under any provision of this CVR Agreement, the Company shall furnish to the Trustee an Officer's Certificate stating that, in the opinion of the signor, all conditions precedent, if any, provided for in this CVR Agreement relating to the proposed action have been complied with and an Opinion of Counsel stating, subject to customary exceptions, that in the opinion of such

counsel all such conditions precedent, if any, have been complied with, except that, in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this CVR Agreement relating to such particular application or request, no additional certificate or opinion need be furnished.

(b) Every certificate or opinion with respect to compliance with a condition or covenant provided for in this CVR Agreement shall include: (i) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto; (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (iii) a statement that, in the opinion of each such individual, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and (iv) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

SECTION 1.3 Form of Documents Delivered to Trustee.

(a) In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

(b) Any certificate or opinion of an officer of the Company may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel. Any such certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Company stating that the information with respect to such factual matters is in the possession of the Company.

(c) Any certificate, statement or opinion of an officer of the Company or of counsel may be based, insofar as it relates to accounting matters, upon a certificate or opinion of or representations by an accountant or firm of accountants in the employ of the Company. Any certificate or opinion of any independent firm of public accountants filed with the Trustee shall contain a statement that such firm is independent.

(d) Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this CVR Agreement, they may, but need not, be consolidated and form one instrument.

SECTION 1.4 Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this CVR Agreement to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered

to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this CVR Agreement and (subject to SECTION 4.1) conclusive in favor of the Trustee and the Company, if made in the manner provided in this SECTION 1.4. The Company may set a record date for purposes of determining the identity of Holders entitled to vote or consent to any action by vote or consent authorized or permitted under this CVR Agreement, which date shall be no greater than ninety (90) days and no less than ten (10) days prior to the date of such vote or consent to any action by vote or consent authorized or permitted under this CVR Agreement. If not previously set by the Company, (i) the record date for determining the Holders entitled to vote at a meeting of the Holders shall be the date preceding the date notice of such meeting is mailed to the Holders, or if notice is not given, on the day next preceding the day such meeting is held, and (ii) the record date for determining the Holders entitled to consent to any action in writing without a meeting shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company. If a record date is fixed, those Persons who were Holders of Securities at such record date (or their duly designated proxies), and only those Persons, shall be entitled to take such action by vote or consent or, except with respect to clause (d) below, to revoke any vote or consent previously given, whether or not such Persons continue to be Holders after such record date. No such vote or consent shall be valid or effective for more than one hundred twenty (120) days after such record date.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved in any reasonable manner which the Trustee deems sufficient.

(c) The ownership of Securities shall be proved by the Security Register. Neither the Company nor the Trustee nor any agent of the Company or the Trustee shall be affected by any notice to the contrary.

(d) At any time prior to (but not after) the evidencing to the Trustee, as provided in this SECTION 1.4, of the taking of any action by the Holders of the Securities specified in this CVR Agreement in connection with such action, any Holder of a Security the serial number of which is shown by the evidence to be included among the serial numbers of the Securities the Holders of which have consented to such action may, by filing written notice at the Corporate Trust Office and upon proof of holding as provided in this SECTION 1.4, revoke such action so far as concerns such Security. Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Security shall bind every future Holder of the same Security or the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done, suffered or omitted to be done by the Trustee, any Paying Agent or the Company in reliance thereon, whether or not notation of such action is made upon such Security.

SECTION 1.5 Notices, etc., to Trustee and Company. Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this CVR Agreement to be made upon, given or furnished to, or filed with:

(a) the Trustee by any Holder or by the Company shall be sufficient for every purpose hereunder if made, given, furnished or filed, in writing, to or with the Trustee at its Corporate Trust Office; or

(b) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder if in writing and mailed, first-class postage prepaid, to the Company addressed to it at Community Health Systems, Inc., 4000 Meridian Blvd., Franklin, Tennessee 37067, Attention: General Counsel, or at any other address previously furnished in writing to the Trustee by the Company.

SECTION 1.6 Notice to Holders; Waiver.

(a) Where this CVR Agreement provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at the Holder's address as it appears in the Security Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this CVR Agreement provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

(b) In case by reason of the suspension of regular mail service or by reason of any other cause, it shall be impracticable to mail notice of any event as required by any provision of this CVR Agreement, then any method of giving such notice as shall be satisfactory to the Trustee shall be deemed to be a sufficient giving of such notice.

SECTION 1.7 Conflict with the Trust Indenture Act. If any provision hereof limits, qualifies or conflicts with another provision hereof which is required to be included in this CVR Agreement by any of the provisions of the Trust Indenture Act, such required provision shall control.

SECTION 1.8 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 1.9 Benefits of Agreement. Nothing in this CVR Agreement or in the Securities, express or implied, shall give to any Person (other than the Parties hereto and their successors and permitted assigns and, solely in accordance with the express terms of this CVR Agreement and subject to SECTIONS 1.13, 3.1(g) and 8.6, the Holders) any benefit or any legal or equitable right, remedy or claim under this CVR Agreement or under any covenant or provision herein contained.

SECTION 1.10 Governing Law; Jurisdiction; Venue; Waiver of Jury Trial.

(a) THIS CVR AGREEMENT AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS CVR AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS CVR AGREEMENT (INCLUDING ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS CVR AGREEMENT OR AS AN INDUCEMENT TO ENTER INTO THIS CVR AGREEMENT) OR THE SECURITIES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

(b) EACH OF THE COMPANY, THE TRUSTEE AND EACH OF THE HOLDERS BY THEIR ACCEPTANCE OF THE SECURITIES, HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK OR ANY FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK IN RESPECT OF ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS CVR AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS CVR AGREEMENT (INCLUDING ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS CVR AGREEMENT OR AS AN INDUCEMENT TO ENTER INTO THIS CVR AGREEMENT), OR THE SECURITIES, AND IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, JURISDICTION OF THE AFORESAID COURTS. EACH OF THE COMPANY AND THE TRUSTEE AGREES THAT PROCESS MAY BE SERVED UPON THEM IN ANY MANNER AUTHORIZED BY THE LAWS OF THE STATE OF NEW YORK FOR SUCH PERSONS. EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, COUNTERCLAIM OR OTHERWISE, IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS CVR AGREEMENT (A) ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE-NAMED COURTS FOR ANY REASON OTHER THAN THE FAILURE TO SERVE PROCESS IN ACCORDANCE WITH THIS SECTION 1.10, (B) THAT IT OR ITS PROPERTY IS EXEMPT OR IMMUNE FROM JURISDICTION OF ANY SUCH COURT OR FROM ANY LEGAL PROCESS COMMENCED IN SUCH COURTS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OF JUDGMENT, EXECUTION OF JUDGMENT OR OTHERWISE), AND (C) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THAT (I) THE SUIT, ACTION OR PROCEEDING IN SUCH COURT IS BROUGHT IN AN INCONVENIENT FORUM, (II) THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER AND (III) THIS CVR AGREEMENT, OR THE SUBJECT MATTER HEREOF, MAY NOT BE ENFORCED IN OR BY SUCH COURTS.

(c) EACH OF THE COMPANY, THE TRUSTEE AND EACH OF THE HOLDERS BY THEIR ACCEPTANCE OF THE SECURITIES, HEREBY AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS CVR AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PERSON HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PERSON MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CVR AGREEMENT OR THE SUBJECT MATTER HEREOF.

(d) EACH OF THE COMPANY, THE TRUSTEE AND EACH OF THE HOLDERS BY THEIR ACCEPTANCE OF THE SECURITIES, HEREBY AGREES THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE TO THE TRUSTEE OR ANY HOLDER FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

SECTION 1.11 Legal Holidays. In the event that the CVR Payment Date shall not be a Business Day, then (notwithstanding any provision of this CVR Agreement or the Securities to the contrary) payment on the Securities need not be made on such date, but may be made, without the accrual of any interest thereon, on the next succeeding Business Day with the same force and effect as if made on the CVR Payment Date.

SECTION 1.12 Separability Clause. In the event any provision in this CVR Agreement or in the CVRs shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 1.13 No Recourse Against Others. A past or present director, officer or employee, as such, of the Company or an Affiliate of the Company or the Trustee shall not have any liability for any obligations of the Company or the Trustee under the Securities or this CVR Agreement or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Security, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Securities.

SECTION 1.14 Counterparts. This CVR Agreement shall be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this CVR Agreement.

SECTION 1.15 Acceptance of Trust. American Stock Transfer & Trust Company, LLC, the Trustee named herein, hereby accepts the trusts in this CVR Agreement declared and provided, upon the terms and conditions set forth herein.

SECTION 1.16 Termination. This CVR Agreement shall terminate and be of no further force or effect, and the parties hereto shall have no liability hereunder, at 5:00 p.m., New York City time, on the CVR Payment Date; provided, that the obligations of the Parties to this CVR Agreement set forth in Section 4.7 and the obligation of the Company to pay the CVR Payment Amount that is due in accordance with the terms of this CVR Agreement shall survive termination of this CVR Agreement in accordance with its terms, and provided further that no termination of this CVR Agreement shall be deemed to affect the rights of the parties set forth in ARTICLE 8 of this CVR Agreement to bring suit in the case of a Breach occurring prior to such CVR Payment Date.

## ARTICLE 2

## SECURITY FORMS

SECTION 2.1 Forms Generally.

(a) Any Securities that are certificated and the Trustee's certificate of authentication shall be in the forms set forth in Annex A, attached hereto and incorporated herein by this reference, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this CVR Agreement and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or as may be required by Law or any rule or regulation pursuant thereto, all as may be determined by the officers executing such Securities, as evidenced by their execution of the Securities. Any portion of the text of any Security may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Security.

(b) The Securities shall be typewritten, printed, lithographed or engraved on steel engraved borders or produced by any combination of these methods or may be produced in any other manner permitted by the rules of any securities exchange on which the Securities may be listed, all as determined by the officers executing such Securities, as evidenced by their execution of such Securities.

## ARTICLE 3

## THE SECURITIES

SECTION 3.1 Title and Payment Terms.

(a) The aggregate number of CVRs in respect of which CVR Certificates may be authenticated and delivered under this CVR Agreement is limited to a number equal to 264,544,053, except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities pursuant to SECTION 3.4, 3.5, 3.6 or 6.6. From and after the Effective Time, the Company shall not be permitted to issue any CVRs, except as provided and in accordance with the terms and conditions of the Merger Agreement or as otherwise expressly permitted by this CVR Agreement.

(b) The Securities shall be known and designated as the "Series A Contingent Value Rights" of the Company.

(c) Promptly following the Payment Event Date, but in no event later than thirty (30) days after such date, the Company shall deliver to the Trustee and provide notice to the Holders of a certificate (the "Payment Certificate") setting forth in reasonable detail the Company's calculation of the CVR Payment Amount.

(d) All determinations with respect to the calculation of the CVR Payment Amount shall be reasonably made by the Company in good faith, and such determinations shall be binding on the Holders absent manifest error; provided that (i) the Company may and, at the written request of the Trustee, shall, at the Company's sole cost and expense, reasonably select an independent third-party financial, accounting, valuation, appraisal or other advisor (an "Independent Advisor") to assist it in calculating the amount of the CVR Payment Amount. The Company shall be entitled to conclusively rely on the reports of any Independent Advisor for purposes of making its determination hereunder and all such calculations of the Independent Advisor shall be binding on the Holders absent manifest error. In the event that a Final Resolution involves a settlement which includes claims that are not included in the Existing Litigation, the Company or the Independent Advisor, as the case may be, will calculate in good faith the amount of Losses that are properly attributed to the Existing Litigation, on the one hand, and such other claims, on the other hand.

(e) If the CVR Payment Amount reflected on the Payment Certificate is greater than zero, the Company shall establish a CVR Payment Date that is not later than sixty (60) days after the Payment Event Date. On or prior to the CVR Payment Date, the Company shall cause an amount in cash equal to the CVR Payment Amount multiplied by the number of Outstanding Securities to be delivered to the Paying Agent. On the CVR Payment Date, the Paying Agent shall (in accordance with such exchange procedures as the Paying Agent and the Company may reasonably agree and subject to SECTION 7.1) pay to each Holder as of the CVR Payment Date an amount in cash equal to the CVR Payment Amount multiplied by the number of CVRs held by such Holder, as reflected in the Security Register.

(f) The Holders of the CVR Certificates, by acceptance thereof, agree that no joint venture, partnership or other fiduciary relationship is created hereby or by the Securities.

(g) Other than in the case of interest on amounts due and payable after the occurrence of a Breach, no interest or dividends shall accrue on any amounts payable in respect of the CVRs.

(h) Except to the extent any portion of any CVR Payment Amount is required to be treated as interest pursuant to applicable Law, the Parties hereto agree to treat the CVRs issued pursuant to this CVR Agreement in connection with the Merger Agreement for all Tax purposes as consideration for the shares of Company Common Stock, Company Stock Options, Company Restricted Stock Awards, Company Deferred Stock Awards and Company Performance Cash Awards, and none of the Parties hereto will take any position to the contrary on any Tax Return or for other Tax purposes except as required by applicable Law. Except to the extent otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code, the Company shall determine the portion of any CVR Payment Amount required to be treated as interest for U.S. federal income tax purposes pursuant to Section 483 of the Code and the Treasury Regulations promulgated thereunder.

(i) The Holder of any CVR or CVR Certificate is not, and shall not, by virtue thereof, be entitled to any rights of a holder of any Voting Securities or other equity security or other ownership interest of the Company, in any constituent company to the Merger or in any of such companies' Affiliates or other subsidiaries, either at Law or in equity, and the rights of the Holders are limited to those contractual rights expressed in this CVR Agreement.

(j) Except as provided in this CVR Agreement, none of the Company or any of its Affiliates shall have any right to set off any amounts owed or claimed to be owed by any Holder to any of them against such Holder's Securities or any CVR Payment Amount or other amount payable to such Holder in respect of such Securities.

(k) In the event that (i) all of the CVR Certificates not previously cancelled shall have become due and payable pursuant to the terms hereof, (ii) all disputes with respect to amounts payable to the Holders brought pursuant to the terms and conditions of this CVR Agreement have been resolved, and (iii) the Company has paid or caused to be paid or deposited with the Trustee all amounts payable to the Holders under this CVR Agreement, then this CVR Agreement shall cease to be of further effect and shall be deemed satisfied and discharged. Notwithstanding the satisfaction and discharge of this CVR Agreement, the obligations of the Company under SECTION 4.7(c) shall survive.

(l) The Company and the Paying Agent shall be entitled to deduct and withhold from any amount payable pursuant to this CVR Agreement such amounts as they reasonably determine are required to be deducted and withheld under applicable Tax law. Amounts withheld pursuant to this SECTION 3.1(l) and timely paid to the appropriate Tax authority shall be treated for all purposes of this CVR Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

SECTION 3.2 Registrable Form. The Securities shall be issuable only in registered form.

SECTION 3.3 Execution, Authentication, Delivery and Dating .

(a) The Securities shall be executed on behalf of the Company by its Chief Executive Officer or any other person duly authorized to act on behalf of the Company for such purpose or any general purpose, but need not be attested. The signature of any of these persons on the Securities may be manual or facsimile.

(b) Securities bearing the manual or facsimile signatures of individuals who were, at the time of execution, the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities.

(c) At any time and from time to time after the execution and delivery of this CVR Agreement, the Company may deliver Securities executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Securities; and the Trustee, in accordance with such Company Order, shall authenticate and deliver such Securities as provided in this CVR Agreement and not otherwise.

(d) Each Security shall be dated the date of its authentication.

(e) No Security shall be entitled to any benefit under this CVR Agreement or be valid or obligatory for any purpose unless there appears on such Security a certificate of authentication substantially in the form provided for herein duly executed by the Trustee, by manual or facsimile signature of an authorized officer, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder and that the Holder is entitled to the benefits of this CVR Agreement.

SECTION 3.4 Intentionally Omitted.

SECTION 3.5 Registration, Registration of Transfer and Exchange.

(a) The Company shall cause to be kept at the office of the Trustee a register (the register maintained in such office and in any other office or agency designated pursuant to SECTION 7.2 being herein sometimes referred to as the " Security Register") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Securities and of transfers of Securities. The Trustee is hereby initially appointed " Security Registrar" for the purpose of registering Securities and transfers of Securities as herein provided.

(b) Upon surrender for registration of transfer of any Security at the office or agency of the Company designated pursuant to SECTION 7.2, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new CVR Certificates representing the same aggregate number of CVRs represented by the CVR Certificate so surrendered that are to be transferred and the Company shall execute and the Trustee shall authenticate and deliver, in the name of the transferor, one or more new CVR Certificates representing the aggregate number of CVRs represented by such CVR Certificate that are not to be transferred.

(c) At the option of the Holder, CVR Certificates may be exchanged for other CVR Certificates that represent in the aggregate the same number of CVRs as the CVR Certificates surrendered at such office or agency. Whenever any CVR Certificates are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the CVR Certificates which the Holder making the exchange is entitled to receive.

(d) All Securities issued upon any registration of transfer or exchange of Securities shall be the valid obligations of the Company, evidencing the same rights, and entitled to the same benefits under this CVR Agreement, as the Securities surrendered upon such registration of transfer or exchange.

(e) Every Security presented or surrendered for registration of transfer or for exchange shall (if so required by the Company or the Security Registrar) be accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing.

(f) No service charge shall be made for any registration of transfer or exchange of Securities, but the Company may require payment of a sum sufficient to cover any documentary, stamp or similar tax or other similar governmental charge payable in connection with any registration of transfer or exchange of Securities, other than exchanges pursuant to SECTIONS 3.4, 3.6 or 6.6 not involving any transfer.

SECTION 3.6 Mutilated, Destroyed, Lost and Stolen Securities.

(a) If (i) any mutilated Security is surrendered to the Trustee, or (ii) the Company and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Security, and there is delivered to the Company and the Trustee an affidavit of loss and such security or indemnity as may be required by them to save each of them harmless in respect of such Security, then, in the absence of notice to the Company or the Trustee that such Security has been acquired by a bona fide purchaser, the Company shall execute and, upon delivery of a Company Order, the Trustee shall authenticate and deliver, in exchange for any such mutilated Security or in lieu of any such destroyed, lost or stolen Security, a new CVR Certificate of like tenor and amount of CVRs, bearing a number not contemporaneously outstanding.

(b) In case any such mutilated, destroyed, lost or stolen Security has become or is to become finally due and payable within fifteen (15) days, the Company in its discretion may, instead of issuing a new CVR Certificate, pay to the Holder of such Security on the CVR Payment Date all amounts due and payable with respect thereto.

(c) Every new Security issued pursuant to this SECTION 3.6 in lieu of any destroyed, lost or stolen Security shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Security shall be at any time enforceable by anyone, and shall be entitled to all benefits of this CVR Agreement equally and proportionately with any and all other Securities duly issued hereunder.

(d) The provisions of this SECTION 3.6 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

SECTION 3.7 Payments with Respect to CVR Certificates. Payment of any amounts pursuant to the CVRs shall be made in such coin or currency of the United States of America as at the time is legal tender for the payment of public and private debts. The Company may, at its option, pay such amounts by wire transfer or check payable in such money.

SECTION 3.8 Persons Deemed Owners. Prior to the time of due presentment for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name any Security is registered as the owner of such Security for the purpose of receiving payment on such Security and for all other purposes whatsoever, whether or not such Security be overdue, and neither the Company, the Trustee nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

SECTION 3.9 Cancellation. All Securities surrendered for payment, registration of transfer or exchange shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it. The Company shall promptly deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder which the Company has acquired in any manner whatsoever, and all Securities so delivered shall be promptly cancelled by the Trustee. No Securities shall be authenticated in lieu of or in exchange for any Securities cancelled as provided in this SECTION 3.9, except as expressly permitted by this CVR Agreement. All cancelled Securities held by the Trustee shall be destroyed and a certificate of destruction shall be issued by the Trustee to the Company, unless otherwise directed by a Company Order.

SECTION 3.10 CUSIP Numbers. The Company in issuing the Securities may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in any notice provided for in this CVR Agreement as a convenience to Holders; provided, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any such notice and that reliance may be placed only on the other identification numbers printed on the Securities, and any such notice shall not be affected by any defect in or omission of such numbers. The Company shall promptly notify the Trustee in writing of any change in the "CUSIP" numbers.

## ARTICLE 4

## THE TRUSTEE

SECTION 4.1 Certain Duties and Responsibilities.

(a) With respect to the Holders, the Trustee, prior to the occurrence of a Breach (as defined in SECTION 8.1) with respect to the Securities and after the curing or waiving of all Breaches which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this CVR Agreement and no implied covenants shall be read into this CVR Agreement against the Trustee. In case a Breach with respect to the Securities has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this CVR Agreement, and use the same degree of care and skill in their exercise, as a reasonably prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) In the absence of bad faith on its part, prior to the occurrence of a Breach and after the curing or waiving of all such Breaches which may have occurred, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee which conform to the requirements of this CVR Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this CVR Agreement.

(c) No provision of this CVR Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that (i) this Subsection (c) shall not be construed to limit the effect of Subsections (a) and (b) of this SECTION 4.1; (ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and (iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders pursuant to SECTION 8.9 relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this CVR Agreement.

(d) Whether or not therein expressly so provided, every provision of this CVR Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this SECTION 4.1.

SECTION 4.2 Certain Rights of Trustee. Subject to the provisions of SECTION 4.1, including without limitation, the duty of care that the Trustee is required to exercise upon the occurrence of a Breach:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties and the Trustee need not investigate any fact or matter stated in the document;

(b) any request or direction or order of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution and the Trustee shall not be liable for any action it takes or omits to take in good faith reliance thereon;

(c) whenever in the administration of this CVR Agreement the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer's Certificate and the Trustee shall not be liable for any action it takes or omits to take in good faith reliance thereon or an Opinion of Counsel;

(d) the Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or Opinion of Counsel;

(e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this CVR Agreement at the request or direction of any of the Holders pursuant to this CVR Agreement, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(f) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, appraisal, bond, debenture, note, coupon, security, or other paper or document, but the Trustee in its discretion may make such further inquiry or investigation into such facts or matters as it may see fit, and if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney, as necessary for such inquiry or investigation at the sole cost of the Company and shall incur no liability of any kind by reason of such inquiry or investigation other than as a result of Trustee's gross negligence or willful misconduct;

(g) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(h) the Trustee shall not be liable for any action taken, suffered or omitted to be taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this CVR Agreement;

(i) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Paying Agent, the Security Registrar, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder;

(j) in no event shall the Trustee be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action;

(k) certain of the Trustee's duties hereunder may be performed by the Paying Agent or Security Registrar;

(l) the Trustee shall not be deemed to have notice of any Breach or other breach under this CVR Agreement unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice thereof has been received by such Responsible Officer at the offices of the Trustee and such notice references the Securities and this CVR Agreement and the fact that such notice constitutes notification of a Breach or other breach under this CVR Agreement;

(m) the Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder;

(n) the permissive rights of the Trustee enumerated in this CVR Agreement shall not be construed as duties hereunder; and

(o) in no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities or communications services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SECTION 4.3 Notice of Breach. If a breach occurs hereunder with respect to the Securities, the Trustee shall give the Holders notice of any such breach actually known to it as and to the extent applicable and provided by the Trust Indenture Act; provided, however, that in the case of any breach of the character specified in SECTION 8.1(b) with respect to the Securities, no notice to Holders shall be given until at least ninety (90) days after the occurrence thereof. For the purpose of this SECTION 4.3, the term "breach" means any event that is, or after notice or lapse of time or both would become, a Breach with respect to the Securities.

SECTION 4.4 Not Responsible for Recitals or Issuance of Securities . The Trustee shall not be accountable for the Company's use of the Securities. The recitals contained herein and in the Securities, except the Trustee's certificates of authentication, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this CVR Agreement or of the Securities.

SECTION 4.5 May Hold Securities. The Trustee, any Paying Agent, Security Registrar or any other agent of the Company, in its individual or any other capacity, may become the owner or pledgee of Securities, and, subject to SECTIONS 4.8 and 4.13, may otherwise deal with the Company with the same rights it would have if it were not Trustee, Paying Agent, Security Registrar or such other agent.

SECTION 4.6 Money Held in Trust. Except as expressly provided in this CVR Agreement, money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by Law. The Trustee shall be under no liability for interest on any money received by it hereunder, except as otherwise agreed by the Trustee in writing with the Company.

SECTION 4.7 Compensation and Reimbursement. The Company agrees:

(a) to pay to the Trustee from time to time reasonable compensation for all services rendered by it hereunder in such amount as the Company and the Trustee shall agree from time to time (which compensation shall not be limited by any provision of Law in regard to the compensation of a trustee of an express trust);

(b) except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this CVR Agreement (including the reasonable compensation and the reasonable expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Trustee's negligence, bad faith or willful misconduct; and

(c) to indemnify the Trustee and any predecessor Trustee and each of their respective agents, officers, directors and employees for, and to hold them harmless against, any loss, liability or expense (including attorneys' fees and expenses) incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust and the performance of its duties hereunder, including the reasonable costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The Company's payment obligations pursuant to this SECTION 4.7 shall survive the termination of this CVR Agreement. When the Trustee incurs expenses after the occurrence of a Breach specified in SECTION 8.1(c) or 8.1(d) with respect to the Company, the expenses are intended to constitute expenses of administration under bankruptcy Laws.

SECTION 4.8 Disqualification; Conflicting Interests.

(a) If applicable, to the extent that the Trustee or the Company determines that the Trustee has a conflicting interest within the meaning of the Trust Indenture Act, the Trustee shall immediately notify the Company of such conflict and, within ninety (90) days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act and this CVR Agreement. The Company shall take prompt steps to have a successor appointed in the manner provided in this CVR Agreement.

(b) In the event the Trustee shall fail to comply with the foregoing subsection 4.8(a), the Trustee shall, within ten (10) days of the expiration of such ninety (90) day period, transmit a notice of such failure to the Holders in the manner and to the extent provided in the Trust Indenture Act and this CVR Agreement.

(c) In the event the Trustee shall fail to comply with the foregoing subsection 4.8(a) after written request therefor by the Company or any Holder, any Holder of any Security who has been a bona fide Holder for at least six (6) months may on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of such Trustee and the appointment of a successor Trustee.

SECTION 4.9 Corporate Trustee Required; Eligibility. There shall at all times be a Trustee hereunder which satisfies the applicable requirements of Sections 310(a)(1) and (5) of the Trust Indenture Act and has a combined capital and surplus of at least fifty million dollars ($50,000,000). If such corporation publishes reports of condition at least annually, pursuant to Law or to the requirements of a supervising or examining authority, then for the purposes of this SECTION 4.9, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this SECTION 4.9, it shall resign immediately in the manner and with the effect hereinafter specified in this ARTICLE 4.

SECTION 4.10 Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this ARTICLE 4 shall become effective until the acceptance of appointment by the successor Trustee under SECTION 4.11.

(b) The Trustee, or any trustee or trustees hereafter appointed, may resign at any time by giving written notice thereof to the Company. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within thirty (30) days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time by a demand in writing by the Majority Holders delivered to the Trustee and to the Company.

(d) If at any time:

(i) the Trustee shall fail to comply with SECTION 4.8 after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Security for at least six (6) months; or

(ii) the Trustee shall cease to be eligible under SECTION 4.9 and shall fail to resign after written request therefor by the Company or by any such Holder; or

(iii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any case, (A) the Company, by a Board Resolution or action of the Chief Executive Officer, may remove the Trustee, or (B) the Holder of any Security who has been a bona fide Holder of a Security for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Company, by a Board Resolution and/or action of the Chief Executive Officer, shall promptly appoint a successor Trustee. If, within one (1) year after any removal by the Majority Holders, a successor Trustee shall be appointed by act of the Majority Holders delivered to the Company and the retiring Trustee the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment in accordance with SECTION 4.11, become the successor Trustee and supersede the successor Trustee appointed by the Company. If no successor Trustee shall have been so appointed by the Company or the Holders of the Securities and accepted appointment within sixty (60) days after the retiring Trustee tenders its resignation or is removed, the retiring Trustee may, or, the Holder of any Security who has been a bona fide Holder for at least six (6) months may on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee. If any Trustee is removed with or without cause, all fees and expenses (including the reasonable fees and expenses of counsel) of such Trustee incurred prior to such removal in performing its duties hereunder shall be paid to such Trustee.

(f) The Company shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Holders of Securities as their names and addresses appear in the Security Register. Each notice shall include the name of the successor Trustee and the address of its Corporate Trust Office. If the Company fails to send such notice within ten (10) days after acceptance of appointment by a successor Trustee, it shall not be a breach hereunder but the successor Trustee shall cause the notice to be mailed at the expense of the Company.

SECTION 4.11 Acceptance of Appointment of Successor.

(a) Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Company and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, upon request of the Company or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder. Upon request of any such successor Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts.

(b) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this ARTICLE 4.

SECTION 4.12 Merger, Conversion, Consolidation or Succession to Business. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, by sale or otherwise shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this ARTICLE 4, without the execution or filing of any paper or any further act on the part of any of the Parties hereto. In case any Securities shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion, sale or consolidation to such authenticating Trustee may adopt such authentication and deliver the Securities so authenticated with the same effect as if such successor Trustee had itself authenticated such Securities; and such certificate shall have the full force which it is anywhere in the Securities or in this CVR Agreement provided that the certificate of the Trustee shall have; provided that the right to adopt the certificate of authentication of any predecessor Trustee shall apply only to its successor or successors by merger, conversion or consolidation.

SECTION 4.13 Preferential Collection of Claims Against Company. If and when the Trustee shall be or shall become a creditor, directly or indirectly, secured or unsecured, of the Company (or any other obligor upon the Securities), excluding any creditor relationship set forth in Section 311(b) of the Trust Indenture Act, if applicable, the Trustee shall be subject to the applicable provisions of the Trust Indenture Act regarding the collection of claims against the Company (or any such other obligor).

## ARTICLE 5

## HOLDERS' LISTS AND REPORTS BY THE TRUSTEE AND COMPANY

SECTION 5.1 Company to Furnish Trustee with Names and Addresses of Holders. The Company shall furnish or cause to be furnished to the Trustee (a) promptly after the issuance of the Securities, and semi-annually thereafter, a list, in such form as the Trustee may reasonably require, of the names and addresses of the Holders as of a recent date, and (b) at such times as the Trustee may request in writing, within thirty (30) days after receipt by the Company of any such request, a list, in such form as the Trustee may reasonably require, of the names and addresses of the Holders as of a date not more than fifteen (15) days prior to the time such list is furnished; provided, however, that if and so long as the Trustee shall be the Security Registrar, no such list need be furnished.

SECTION 5.2 Preservation of Information; Communications to Holders .

(a) The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of the Holders contained in the most recent list furnished to the Trustee as provided in SECTION 5.1 and the names and addresses of Holders received by the Trustee in its capacity as Security Registrar. The Trustee may destroy any list furnished to it as provided in SECTION 5.1 upon receipt of a new list so furnished.

(b) The rights of the Holders to communicate with other Holders with respect to their rights under this CVR Agreement and the corresponding rights and privileges of the Trustee shall be as provided by Section 312(b)(2) of the Trust Indenture Act, if applicable.

(c) Every Holder of Securities, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee shall be deemed to be in violation of Law or held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders made pursuant to the Trust Indenture Act (if applicable) regardless of the source from which such information was derived.

SECTION 5.3 Reports by Trustee.

(a) Within sixty (60) days after December 31 of each year commencing with the December 31 following the date of this CVR Agreement, the Trustee shall transmit to all Holders such reports concerning the Trustee and its actions under this CVR Agreement as may be required pursuant to the Trust Indenture Act to the extent and in the manner provided pursuant thereto. The Trustee shall also comply with Section 313(b)(2) of the Trust Indenture Act, if applicable. The Trustee shall also transmit by mail all reports as required by Section 313(c) of the Trust Indenture Act, if applicable.

(b) A copy of each such report shall, at the time of such transmission to the Holders, be filed by the Trustee with each stock exchange, if any, upon which the Securities are listed, with the Commission and also with the Company. The Company shall promptly notify the Trustee when the Securities are listed on any stock exchange.

SECTION 5.4 Reports by Company .

(a) The Company shall: (a) file with the Trustee, (i) within fifteen (15) days after the Company files the same with the Commission, copies of the annual reports filed on Form 10-K and quarterly reports filed on Form 10-Q and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Company is required to file with the Commission, pursuant to Section 13 or Section 15(d) of the Exchange Act (such annual and quarterly reports and required information, documents and other reports, together the “Exchange Act Documents”), (ii) if the Company does not file such annual reports on Form 10-K or quarterly reports on Form 10-Q with the Commission, within forty-five (45) days after the end of first three fiscal quarters of each fiscal year, quarterly information, and, within ninety (90) days after

each fiscal year, annual financial information, in each case calculated in accordance with Accounting Standards applied consistently with the application of such standards in either the Company's prior quarterly reports on Form 10-Q or annual reports on Form 10-K, as applicable, and (iii) copies of any quarterly financial information or earnings reports made public by the Company or made available on the Company's website, within fifteen (15) days after such information or reports are furnished or otherwise made public or available; (b) file with the Trustee such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants of this CVR Agreement as may be required from time to time by the rules and regulations of the Commission; and (c) make available to the Holders on the Company's website as of an even date with the filing of such materials with the Trustee, the information, documents and reports required to be filed by the Company pursuant to subsections (a) or (b) of this SECTION 5.4. If the Company has timely electronically filed with the Commission's Next-Generation EDGAR system (or any successor system) the reports described above, the Company shall be deemed to have satisfied the requirements of this Section 5.4.

## ARTICLE 6

## AMENDMENTS

SECTION 6.1 Amendments without Consent of Holders. Without the consent of any Holders, the Company and the Trustee, at any time and from time to time, may enter into one or more amendments hereto or to the Securities, for any of the following purposes:

(a) to convey, transfer, assign, mortgage or pledge to the Trustee as security for the Securities any property or assets;

(b) to evidence the succession of another Person to the Company, and the assumption by any such successor of the covenants of the Company herein and in the Securities;

(c) to add to the covenants of the Company such further covenants, restrictions, conditions or provisions as the Board of Directors and/or the Chief Executive Officer of the Company and the Trustee shall consider to be for the protection of the Holders of Securities, and to make the occurrence, or the occurrence and continuance, of a breach of any such additional covenants, restrictions, conditions or provisions a Breach permitting the enforcement of all or any of the several remedies provided in this CVR Agreement as herein set forth; provided, that in respect of any such additional covenant, restriction, condition or provision, such amendment may provide for a particular period of grace after breach (which period may be shorter or longer than that allowed in the case of other breaches) or may provide for an immediate enforcement upon such a Breach or may limit the remedies available to the Trustee upon such a Breach or may limit the right of the Acting Holders to waive such a Breach;

(d) to cure any ambiguity, or to correct or supplement any provision herein or in the Securities which may be defective or inconsistent with any other provision herein; provided that such amendment shall not adversely affect the interests of the Holders;

(e) to make any other provisions with respect to matters or questions arising under this CVR Agreement; provided that such provisions shall not adversely affect the interests of the Holders;

(f) to make any amendments or changes necessary to comply or maintain compliance with the Trust Indenture Act, if applicable; or

(g) to make any change that does not adversely affect the interests of the Holders.

Promptly following any amendment of this CVR Agreement or the Securities in accordance with this SECTION 6.1, the Trustee shall notify the Holders of the Securities of such amendment; provided that any failure so to notify the Holders shall not affect the validity of such amendment.

SECTION 6.2 Amendments with Consent of Holders. With the consent of the Majority Holders, by Act of said Holders delivered to the Company and the Trustee (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Securities), the Company (when authorized by a Board Resolution and/or the Chief Executive Officer) and the Trustee may enter into one or more amendments hereto or to the Securities for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this CVR Agreement or to the Securities or of modifying in any manner the rights of the Holders under this CVR Agreement or to the Securities; provided, however, that no such amendment shall, without the consent of the Holder of each Outstanding Security affected thereby:

(a) modify in a manner adverse to the Holders { ) any provision contained herein with respect to the termination of this CVR Agreement or the Securities, (ii) the time for payment or amount of any CVR Payment Amount, or otherwise extend the time for payment of the Securities or reduce the amounts payable in respect of the Securities or modify any other payment term or CVR Payment Date;

(b) reduce the number of CVRs; or

(c) modify any of the provisions of this SECTION 6.2, except to increase the percentage of Holders from whom consent is required or to provide that certain other provisions of this CVR Agreement cannot be modified or waived without the consent of the Holder of each Security affected thereby.

SECTION 6.3 Execution of Amendments. In executing any amendment permitted by this ARTICLE 6, the Trustee (subject to SECTION 4.1) shall be fully protected in relying upon an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this CVR Agreement. The Trustee shall execute any amendment authorized pursuant to this ARTICLE 6 if the amendment does not adversely affect the Trustee's own rights, duties or immunities under this CVR Agreement or otherwise. Otherwise, the Trustee may, but need not, execute such amendment.

SECTION 6.4 Effect of Amendments; Notice to Holders.

(a) Upon the execution of any amendment under this ARTICLE 6, this CVR Agreement and the Securities shall be modified in accordance therewith, and such amendment shall form a part of this CVR Agreement and the Securities for all purposes; and every Holder of Securities theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

(b) Promptly after the execution by the Company and the Trustee of any amendment pursuant to the provisions of this ARTICLE 6, the Company shall mail a notice thereof by first-class mail to the Holders of Securities at their addresses as they shall appear on the Security Register, setting forth in general terms the substance of such amendment. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amendment.

SECTION 6.5 Conformity with Trust Indenture Act. Every amendment executed pursuant to this ARTICLE 6 shall conform to the applicable requirements of the Trust Indenture Act, if any.

SECTION 6.6 Reference in Securities to Amendments. If an amendment changes the terms of a Security, the Trustee may require the Holder of the Security to deliver it to the Trustee. Securities authenticated and delivered after the execution of any amendment pursuant to this ARTICLE 6 may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such amendment. If the Company shall so determine, new Securities so modified as to conform, in the opinion of the Trustee on the one hand and the Board of Directors and/or the Chief Executive Officer on the other hand, to any such amendment may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for Outstanding Securities. Failure to make the appropriate notation or to issue a new Security shall not affect the validity of such amendment.

## ARTICLE 7

## COVENANTS

SECTION 7.1 Payment of Amounts, if any, to Holders. The Company shall duly and punctually pay or cause to be paid the amounts, if any, on the Securities in accordance with the terms of the Securities and this CVR Agreement. Such amounts shall be considered paid on the CVR Payment Date if on such date the Trustee or the Paying Agent holds in accordance with this CVR Agreement money sufficient to pay all such amounts then due.

SECTION 7.2 Maintenance of Office or Agency.

(a) As long as any of the Securities remain Outstanding, the Company shall maintain in the Borough of Manhattan, The City of New York an office or agency (i) where Securities may be presented or surrendered for payment, (ii) where Securities may be surrendered for registration of transfer or exchange and (iii) where notices and demands to or upon the Company in respect of the Securities and this CVR Agreement may be served. The Corporate Trust Office shall be such office or agency of the Company, unless the Company shall designate and maintain some other office or agency for one or more of such purposes. The Company or any of its

Subsidiaries may act as Paying Agent, registrar or transfer agent; provided that such Person shall take appropriate actions to avoid the commingling of funds. The Company shall give prompt written notice to the Trustee of any change in the location of any such office or agency. If at any time the Company shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Company hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

(b) The Company may from time to time designate one or more other offices or agencies (in the City of New York) where the Securities may be presented or surrendered for any or all such purposes, and may from time to time rescind such designation; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in the Borough of Manhattan, The City of New York for such purposes. The Company shall give prompt written notice to the Trustee of any such designation or rescission and any change in the location of any such office or agency.

SECTION 7.3 Money for Security Payments to Be Held in Trust.

(a) If the Company or any of its Subsidiaries shall at any time act as the Paying Agent, it shall, on or before the CVR Payment Date, as the case may be, segregate and hold in trust for the benefit of the Holders all sums held by such Paying Agent for payment on the Securities until such sums shall be paid to the Holders as herein provided, and shall promptly notify the Trustee of any failure of the Company to make payment on the Securities.

(b) Whenever the Company shall have one or more Paying Agents for the Securities, it shall, on or before a CVR Payment Date, deposit with a Paying Agent a sum in same day funds sufficient to pay the amount, if any, so becoming due; such sum to be held in trust for the benefit of the Persons entitled to such amount, and (unless such Paying Agent is the Trustee) the Company shall promptly notify the Trustee of such action or any failure so to act.

(c) The Company shall cause each Paying Agent other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this SECTION 7.3, that (i) such Paying Agent shall hold all sums held by it for the payment of any amount payable on Securities in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided and shall notify the Trustee of the sums so held and (ii) that it shall give the Trustee notice of any failure by the Company (or by any other obligor on the Securities) to make any payment on the Securities when the same shall be due and payable.

(d) Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment on any Security and remaining unclaimed for one (1) year after the CVR Payment Date shall be paid to the Company on Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Security shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money shall thereupon cease.

SECTION 7.4 Certain Purchases and Sales. The Company or any of its Subsidiaries or Affiliates may at any time acquire in open market transactions, private transactions or otherwise, some or all of the Securities; provided that prior to any acquisition of any Securities, the Company must publicly disclose the amount of Securities which it has been authorized to acquire and the Company must report in its quarterly reports the amount of Securities it has been authorized to acquire as well as the amount of Securities it has acquired as of the end of such quarterly period reported in such quarterly report.

SECTION 7.5 Books and Records. The Company shall keep, and shall cause its Subsidiaries to keep records in sufficient detail to enable the amounts payable under this CVR Agreement to be determined for a period ending on the CVR Payment Date.

SECTION 7.6 Listing of CVRs. The Company hereby covenants and agrees it shall use its reasonable best efforts to maintain a listing for trading on the New York Stock Exchange ("NYSE") or NASDAQ Capital Market ("NASDAQ"), or if unable to be listed on the NYSE or NASDAQ, on another national securities exchange, the OTC Markets Group (f/k/a Pink Sheets) or the OTC Bulletin Board, as designated by the Company, for so long as any CVRs remain Outstanding.

SECTION 7.7 Existing Litigation. The Company shall be entitled to fully control the management and disposition of any Existing Litigation, including with respect to the defense, negotiation or settlement thereof, and all decisions relating thereto. In addition, the Company shall keep the Trustee and Holders reasonably informed, on a timely basis and in no event less than on a quarterly basis, with respect to the status of the Existing Litigation (including the reports, documents and other information described in Section 5.4); provided that so long as Parent is a person subject to the reporting requirements of Section 13(a) or 15(d) of the Exchange Act, the foregoing requirements shall be deemed satisfied by satisfying the applicable disclosure requirements of Part I, Item 3 "Legal Proceedings" in Parent's annual report on Form 10-K and Part II, Item 1 "Legal Proceedings" in Parent's quarterly reports on Form 10-Q. Solely for purposes of this Section 7.7, "Existing Litigation" shall not include any such litigation, investigation or other proceeding involving individuals or entities other than HMA even if HMA is required to indemnify Losses incurred by such individuals or entities or Losses arising out of any such litigation, investigation or other proceeding that occurs after the date of the Merger Agreement.

SECTION 7.8 Notice of Breach. The Company shall file with the Trustee written notice of the occurrence of any Breach or other breach under this CVR Agreement within five (5) Business Days of its becoming aware of any such Breach or other breach.

SECTION 7.9 Non-Use of Name. Neither the Trustee nor the Holders shall use the name, trademark, trade name or logo of the Company, its Affiliates, or their respective employees in any publicity or news release relating to this CVR Agreement or its subject matter, without the prior express written permission of the Company.

## ARTICLE 8

## REMEDIES OF THE TRUSTEE AND HOLDERS IN THE EVENT OF BREACH

SECTION 8.1 Breach Defined; Waiver of Breach. "Breach" with respect to the Securities, means each one of the following events which shall have occurred and be continuing (whatever the reason for such Breach and whether it shall be voluntary or involuntary or be effected by operation of Law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) failure to pay all or any part of any CVR Payment Amount after a period of ten (10) Business Days after such CVR Payment Amount shall become due and payable on the CVR Payment Date or otherwise;

(b) material breach in the performance, or breach in any material respect, of any covenant or warranty of the Company in respect of the Securities (other than a covenant or warranty in respect of the Securities, a breach in whose performance or other breach is specifically dealt with elsewhere in this SECTION 8.1), and continuance of such breach for a period of ninety (90) days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Acting Holders, a written notice specifying such breach and requiring it to be remedied and stating that such notice is a "Notice of Breach" hereunder;

(c) a court of competent jurisdiction shall enter a decree or order for relief in respect of the Company in an involuntary case under any applicable bankruptcy, insolvency or other similar Law now or hereafter in effect, or shall appoint a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) for the Company or for any substantial part of its property or ordering the winding up or liquidation of its affairs, and such decree or order shall remain unstayed and in effect for a period of ninety (90) consecutive days; or

(d) the Company shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar Law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such Law, or consent to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of the Company or for any substantial part of its property, or make any general assignment for the benefit of creditors.

Except where authorization and/or appearance of each of the Holders is required by applicable Law, if a Breach described above occurs and is continuing, then either the Trustee may, by notice in writing to the Company, or the Trustee shall, upon the written request of the Acting Holders by notice in writing to the Company and to the Trustee, bring suit to protect the rights of the Holders, including to obtain payment for any amounts then due and payable; which amounts shall bear interest at the Breach Interest Rate from the date such amounts were due and payable until payment is made to the Trustee.

The foregoing provisions, however, are subject to the condition that if, at any time after the Trustee shall have begun such suit, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered as hereinafter provided, the Company shall pay or shall deposit with the Trustee a sum sufficient to pay all amounts which shall have become due and payable (with interest upon such overdue amount at the Breach Interest Rate to the date of such payment or deposit) and such amount as shall be sufficient to cover reasonable compensation to the Trustee, its agents, attorneys and counsel, and all other expenses and liabilities incurred and all advances made, by the Trustee, and if any and all Breaches under this CVR Agreement shall have been cured, waived or otherwise remedied as provided herein, then and in every such case the Acting Holders, by written notice to the Company and to the Trustee, may waive all breaches with respect to the Securities, but no such waiver or rescission and annulment shall extend to or shall affect any subsequent breach or shall impair any right consequent thereof.

SECTION 8.2 Collection by the Trustee; the Trustee May Prove Payment Obligations. The Company covenants that in the case of any failure to pay all or any part of the Securities when the same shall have become due and payable, then upon demand of the Trustee, the Company shall pay to the Trustee for the benefit of the Holders of the Securities the whole amount that then shall have become due and payable on all Securities (with interest from the date due and payable to the date of such payment upon the overdue amount at the Breach Interest Rate); and in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including reasonable compensation to the Trustee and each predecessor Trustee, their respective agents, attorneys and counsel, and any expenses and liabilities incurred, and all advances made, by the Trustee and each predecessor Trustee, except as a result of its negligence or bad faith.

The Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this CVR Agreement or in aid of the exercise of any power granted herein, or to enforce any other remedy.

In case the Company shall fail forthwith to pay such amounts upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at Law or in equity for the collection of the sums so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Company or other obligor upon such Securities and collect in the manner provided by Law out of the property of the Company or other obligor upon such Securities, wherever situated, the moneys adjudged or decreed to be payable.

In any judicial proceedings relative to the Company or other obligor upon the Securities, irrespective of whether any amount is then due and payable with respect to the Securities, the Trustee is authorized:

(a) to file and prove a claim or claims for the whole amount owing and unpaid in respect of the Securities, and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee and each predecessor Trustee, and their respective agents, attorneys

and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee and each predecessor Trustee, except as a result of negligence or bad faith) and of the Holders allowed in any judicial proceedings relative to the Company or other obligor upon the Securities, or to their respective property;

(b) unless prohibited by and only to the extent required by applicable Law, to vote on behalf of the Holders in any election of a trustee or a standby trustee in arrangement, reorganization, liquidation or other bankruptcy or insolvency proceedings or Person performing similar functions in comparable proceedings; and

(c) to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute all amounts received with respect to the claims of the Holders and of the Trustee on their behalf; and any trustee, receiver, or liquidator, custodian or other similar official is hereby authorized by each of the Holders to make payments to the Trustee, and, in the event that the Trustee shall consent to the making of payments directly to the Holders, to pay to the Trustee such amounts as shall be sufficient to cover reasonable compensation to the Trustee, each predecessor Trustee and their respective agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Trustee and each predecessor Trustee, except as a result of its negligence or bad faith, and all other amounts due to the Trustee or any predecessor Trustee pursuant to SECTION 4.7. To the extent that such payment of reasonable compensation, expenses, disbursements, advances and other amounts out of the estate in any such proceedings shall be denied for any reason, payment of the same shall be secured by a lien on, and shall be paid out of, any and all distributions, dividends, moneys, securities and other property which the Holders may be entitled to receive in such proceedings, whether in liquidation or under any plan of reorganization or safeguard arrangement or otherwise.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Holder any plan of reorganization, safeguard arrangement, adjustment or composition affecting the Securities, or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding except, as aforesaid, to vote for the election of a trustee in bankruptcy or similar person.

All rights of action and of asserting claims under this CVR Agreement, or under any of the Securities, may be enforced by the Trustee without the possession of any of the Securities or the production thereof and any trial or other proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Trustee, each predecessor Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Holders.

In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this CVR Agreement to which the Trustee shall be a party) the Trustee shall be held to represent all the Holders, and it shall not be necessary to make any Holders of such Securities parties to any such proceedings (unless required by applicable Law).

SECTION 8.3 Application of Proceeds. Any monies collected by the Trustee pursuant to this ARTICLE 8 in respect of any Securities shall be applied in the following order at the date or dates fixed by the Trustee upon presentation of the several Securities in respect of which monies have been collected and stamping (or otherwise noting) thereon the payment in exchange for the presented Securities if only partially paid or upon surrender thereof if fully paid:

FIRST: To the payment of costs and expenses in respect of which monies have been collected, including reasonable compensation to the Trustee and each predecessor Trustee and their respective agents and attorneys and of all expenses and liabilities incurred, and all advances made, by the Trustee and each predecessor Trustee, except as a result of its negligence or willful misconduct, and all other amounts due to the Trustee or any predecessor Trustee pursuant to SECTION 4.7;

SECOND: To the payment of the whole amount then owing and unpaid upon all the Securities, with interest at the Breach Interest Rate on all such amounts, and, in case such monies shall be insufficient to pay in full the whole amount so due and unpaid upon the Securities, then to the payment of such amounts without preference or priority of any security over any other Security, ratably to the aggregate of such amounts due and payable; and

THIRD: To the payment of the remainder, if any, to the Company or any other Person lawfully entitled thereto.

SECTION 8.4 Suits for Enforcement. In case a Breach has occurred, has not been waived and is continuing, the Trustee may in its discretion (subject to SECTION 1.10) proceed to protect and enforce the rights vested in it by this CVR Agreement by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any of such rights (unless authorization and/or appearance of each of the Holders is required by applicable Law), either at Law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this CVR Agreement or in aid of the exercise of any power granted in this CVR Agreement or to enforce any other legal or equitable right vested in the Trustee by this CVR Agreement or by Law.

SECTION 8.5 Restoration of Rights on Abandonment of Praoceedings. In case the Trustee or any Holder shall have proceeded to enforce any right under this CVR Agreement and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee or to such Holder, then and in every such case the Company and the Trustee and the Holders shall be restored respectively to their former positions and rights hereunder, and all rights, remedies and powers of the Company, the Trustee and the Holders shall continue as though no such proceedings had been taken.

SECTION 8.6 Limitations on Suits by Holders. Subject to the rights of the Holders under Section 8.7, no Holder of any Security shall have any right by virtue or by availing itself of any provision of this CVR Agreement to institute any action or proceeding at Law or in equity or in bankruptcy or otherwise upon or under or with respect to this CVR Agreement, or for the appointment of a trustee, receiver, liquidator, custodian or other similar official or for any other remedy hereunder, unless such Holder previously shall have given to the Trustee written notice of breach and of the continuance thereof, as hereinbefore provided, and unless also the Acting Holders shall have made written request upon the Trustee to institute such action or proceedings

in its own name as trustee hereunder and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee for thirty (30) days after its receipt of such notice and request shall have failed to institute any such action or proceeding and no direction inconsistent with such written request shall have been given to the Trustee pursuant to SECTION 8.9; it being understood and intended, and being expressly covenanted by the taker and Holder of every Security with every other taker and Holder and the Trustee, that no one or more Holders of Securities shall have any right in any manner whatever by virtue or by availing itself of any provision of this CVR Agreement to effect, disturb or prejudice the rights of any other such Holder of Securities, or to obtain or seek to obtain priority over or preference to any other such Holder or to enforce any right under this CVR Agreement, except in the manner herein provided and for the equal, ratable and common benefit of all Holders of Securities. For the protection and enforcement of the provisions of this Section 8.6, each and every Holder and the Trustee shall be entitled to such relief as can be given either at Law or in equity.

SECTION 8.7 Unconditional Right of Holders to Receive Payment. Notwithstanding any other provision in this CVR Agreement and any provision of any Security, the right of any Holder of any Security to receive payment of the amounts payable in respect of such Security on or after the respective due dates expressed in such Security, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 8.8 Powers and Remedies Cumulative; Delay or Omission Not Waiver of Breach.

(a) Except as provided in SECTION 8.6, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by Law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at Law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

(b) No delay or omission of the Trustee or of any Holder to exercise any right or power accruing upon any Breach occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Breach or an acquiescence therein; and, subject to SECTION 8.6, every power and remedy given by this CVR Agreement or by Law to the Trustee or to the Holders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Holders.

SECTION 8.9 Control by Holders.

(a) The Majority Holders shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any power conferred on the Trustee with respect to the Securities by this CVR Agreement; provided that such direction shall not be otherwise than in accordance with Law and the provisions of this CVR Agreement; and provided further that (subject to the provisions of SECTION 4.1) the Trustee shall have the right to decline to follow any such direction if the Trustee, being advised

by counsel, shall determine that the action or proceeding so directed may not lawfully be taken or if the Trustee in good faith by its board of directors, the executive committee, or a committee of directors or Responsible Officers of the Trustee shall determine that the action or proceedings so directed would involve the Trustee in personal liability or if the Trustee in good faith shall so determine that the actions or forbearances specified in or pursuant to such direction would be unduly prejudicial to the interests of Holders of the Securities not joining in the giving of said direction.

(b) Nothing in this CVR Agreement shall impair the right of the Trustee in its discretion to take any action deemed proper by the Trustee and which is not inconsistent with such direction or directions by Holders.

SECTION 8.10 Waiver of Past Breaches.

(a) In the case of a breach or a Breach specified in clause (b), (c) or (d) of SECTION 8.1, the Majority Holders may waive any such Breach, and its consequences except a breach in respect of a covenant or provisions hereof which cannot be modified or amended without the consent of the Holder of each Security affected. In the case of any such waiver, the Company, the Trustee and the Holders of the Securities shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other breach or impair any right consequent thereon.

(b) Upon any such waiver, such breach shall cease to exist and be deemed to have been cured and not to have occurred, and any Breach arising therefrom shall be deemed to have been cured, and not to have occurred for every purpose of this CVR Agreement; but no such waiver shall extend to any subsequent or other Breach or other breach of any kind or impair any right consequent thereon.

SECTION 8.11 The Trustee to Give Notice of Breach, But May Withhold in Certain Circumstances. The Trustee shall transmit to the Holders, as the names and addresses of such Holders appear on the Security Register (as provided under Section 313(c) of the Trust Indenture Act, if applicable), notice by mail of all breaches which have occurred and are known to the Trustee, such notice to be transmitted within ninety (90) days after the occurrence thereof, unless such breaches shall have been cured before the giving of such notice (the term "breach" for the purposes of this SECTION 8.11 being hereby defined to mean any event or condition which is, or with notice or lapse of time or both would become, a Breach); provided that, except in the case of a failure to pay the amounts payable in respect of any of the Securities, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors or trustees and/or Responsible Officers of the Trustee in good faith reasonably determines that the withholding of such notice is in the best interests of the Holders.

SECTION 8.12 Right of Court to Require Filing of Undertaking to Pay Costs. All Parties to this CVR Agreement agree, and each Holder of any Security by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this CVR Agreement or in any suit against the Trustee for any action taken, suffered or omitted by it as the Trustee, the filing by any party litigant in

such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this SECTION 8.12 shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder or group of Holders holding in the aggregate more than ten percent (10%) of the Outstanding Securities or to any suit instituted by any Holder for the enforcement of the payment of any Security on or after the due date expressed in such Security.

## ARTICLE 9

## CONSOLIDATION, MERGER, SALE OR CONVEYANCE

SECTION 9.1 Successor Person Substituted.

(a) The Company covenants that it shall not merge or consolidate with or into any other Person (other than a wholly-owned subsidiary of the Company), split-off, or sell or convey all or substantially all of its assets to any Person (including in connection with a spin-off transaction), unless (i) the Company shall be the continuing Person, or the successor Person or the Person which acquires by sale or conveyance all or substantially all the assets of the Company shall be a Person organized under the Laws of the United States of America or any State thereof and shall expressly assume by an instrument supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this CVR Agreement to be performed or observed by the Company, including, without limitation, the provisions concerning governing law and consent to jurisdiction set forth in Section 1.10 hereof, and (ii) the Company, or such successor Person, as the case may be, shall not, immediately after such merger or consolidation, split-off, or such sale or conveyance, be in breach in the performance of any such covenant or condition.

(b) In case of any such consolidation, merger, split-off, spin-off, sale or conveyance, and following such an assumption by the successor Person, such successor Person shall succeed to and be substituted for the Company with the same effect as if it had been named herein. Such successor Person may cause to be signed, and may issue either in its own name or in the name of the Company prior to such succession any or all of the Securities issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such successor Person instead of the Company and subject to all the terms, conditions and limitations in this CVR Agreement prescribed, the Trustee shall authenticate and shall deliver any Securities which previously shall have been signed and delivered to the Trustee for authentication, and any Securities which such successor Person thereafter shall cause to be signed and delivered to the Trustee for that purpose. All of the Securities so issued shall in all respects have the same legal rank and benefit under this CVR Agreement as the Securities theretofore or thereafter issued in accordance with the terms of this CVR Agreement as though all of such Securities had been issued at the date of the execution hereof.

(c) In case of any such consolidation, merger, sale or conveyance, such changes in phraseology and form (but not in substance) may be made in the Securities thereafter to be issued as may be appropriate.

(d) In the event of any such sale, transfer or conveyance (other than a conveyance by way of lease) the Company or any Person which shall theretofore have become such in the manner described in this ARTICLE 9 shall be discharged from all obligations and covenants under this CVR Agreement and the Securities and may be liquidated and dissolved.

SECTION 9.2 Opinion of Counsel to the Trustee. The Trustee, subject to the provisions of Sections 4.1 and 4.2, shall receive an Officer's Certificate and Opinion of Counsel, prepared in accordance with Sections 1.2 and 1.3, as conclusive evidence that any such consolidation, merger, sale or conveyance, and any such assumption, and any such liquidation or dissolution, complies with the applicable provisions of this CVR Agreement, and if a supplemental agreement is required in connection with such transaction, such supplemental agreement complies with this ARTICLE 9 and that there has been compliance with all conditions precedent herein provided for or relating to such transaction.

SECTION 9.3 Successors. All covenants, provisions and agreements in this CVR Agreement by or for the benefit of the Company, the Trustee or the Holders shall bind and inure to the benefit of their respective successors, assigns, heirs and personal representatives, whether so expressed or not. Neither this CVR Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by any of the Parties without the prior written consent of each other Party. Notwithstanding the foregoing, the Company may assign this CVR Agreement without the prior written consent of the other Parties to this CVR Agreement to one or more of its direct or indirect Subsidiaries, provided, however, that in the event of any such assignment the Company shall remain subject to its obligations and covenants hereunder, including, but not limited to, its obligation to make any payments under the CVRs (including the CVR Payment Amount).

## ARTICLE 10

## SUBORDINATION

SECTION 10.1 Agreement to Subordinate. The Company agrees, and each Holder by accepting a Security hereunder agrees, that all payments under the CVRs, all other obligations under this CVR Agreement and the Securities and any rights or claims relating thereto (collectively, the " Junior Obligations") are subordinated in right of payment, to the extent and in the manner provided in this ARTICLE 10 to the prior payment in full in money or money's worth of all Senior Obligations of the Company (whether outstanding on the date hereof or hereafter created, incurred, assumed or guaranteed), and that the subordination is for the benefit of the holders of such Senior Obligations.

SECTION 10.2 Liquidation; Dissolution; Bankruptcy. Upon any distribution to creditors of the Company in a liquidation or dissolution of the Company or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property, in an assignment for the benefit of creditors or any marshaling of the Company's assets and liabilities:

(a) holders of Senior Obligations will be entitled to receive payment in full in money or money's worth of all Senior Obligations of the Company (including interest after the

commencement of any bankruptcy proceeding at the rate specified in the applicable Senior Obligation, whether or not permitted under such bankruptcy proceedings) before the Holders will be entitled to receive any payment of any kind with respect to the Junior Obligations (other than securities of the Company or debt of the Company that is subordinated to the Senior Obligations on terms at least as favorable to holders of Senior Obligations as this ARTICLE 10 ( "Permitted Junior Securities")); and

(b) until all Senior Obligations of the Company (as provided in clause (a) above) are paid in full in money or money's worth, any distribution to which Holders would be entitled but for this ARTICLE 10 (other than Permitted Junior Securities) will be made to holders of Senior Obligations of the Company, as their interests may appear.

SECTION 10.3 When Distribution Must be Paid Over.

(a) In the event that the Trustee or any Holder receives any payment of any Junior Obligations (other than Permitted Junior Securities) at a time when the Trustee or such Holder has actual knowledge that such payment is prohibited by this ARTICLE 10, such payment will be held by the Trustee or such Holder, in trust for the benefit of, and will be paid forthwith over and delivered, upon written request, to, the holders of Senior Obligations of the Company as their interests may appear or their representative under the agreement, indenture or other document (if any) pursuant to which such Senior Obligations may have been issued, as their respective interests may appear, for application to the payment of all such Senior Obligations remaining unpaid to the extent necessary to pay such Senior Obligations in full in accordance with their terms, after giving effect to any concurrent payment or distribution to or for the holders of Senior Obligations.

(b) With respect to the holders of Senior Obligations, the Trustee undertakes to perform only those obligations on the part of the Trustee as are specifically set forth in this ARTICLE 10, and no implied covenants or obligations with respect to the holders of Senior Obligations will be read into this CVR Agreement against the Trustee. The Trustee will not be deemed to owe any fiduciary duty to the holders of Senior Obligations, and will not be liable to any such holders if the Trustee pays over or distributes to or on behalf of Holders or the Company or any other Person money or assets to which any holders of Senior Obligations are then entitled by virtue of this ARTICLE 10, except if such payment is made as a result of the willful misconduct or negligence of the Trustee.

SECTION 10.4 Notice by the Company. The Company will promptly notify the Trustee of any facts known to the Company that would cause a payment of any Junior Obligations to violate this ARTICLE 10, but failure to give such notice will not affect the subordination of the Junior Obligations to the Senior Obligations as provided in this ARTICLE 10.

SECTION 10.5 Subrogation. After all Senior Obligations are paid in full in money or money's worth and until the Junior Obligations are paid in full, Holders will be subrogated to the rights of holders of Senior Obligations to receive distributions applicable to Senior Obligations to the extent that distributions otherwise payable to the Holders have been applied to the payment of Senior Obligations. The Holders by accepting the Securities acknowledge that to the extent that the Senior Obligations are determined to be unenforceable, or the Senior Obligations are subordinated to other obligations of the Company, such subrogation rights may be impaired.

SECTION 10.6 Relative Rights. This ARTICLE 10 defines the relative rights of Holders and holders of Senior Obligations. Nothing in this CVR Agreement will:

(a) impair, as between the Company and Holders, the obligations of the Company under this CVR Agreement and the Securities;

(b) affect the relative rights of Holders and creditors of the Company other than their rights in relation to holders of Senior Obligations; or

(c) prevent the Trustee or any Holder from exercising its available remedies upon a Breach, subject to the rights of holders of Senior Obligations to receive distributions and payments otherwise payable to Holders under this ARTICLE 10.

If the Company fails because of this ARTICLE 10 to pay any amounts due in respect of the Securities on a due date in violation of SECTION 3.1(e), the failure is still a Breach.

SECTION 10.7 Subordination May Not be Impaired by the Company . No right of any holder of Senior Obligations to enforce the subordination of the Junior Obligations may be impaired by any act or failure to act by the Company or any Holder or by the failure of the Company or any Holder to comply with this CVR Agreement.

SECTION 10.8 Distribution or Notice to the Representative . Whenever a distribution is to be made or a notice given to holders of Senior Obligations, the distribution may be made and the notice given to their representative in accordance with the terms of the instrument or other agreement governing such Senior Obligations. Upon any payment or distribution of assets of the Company referred to in this ARTICLE 10, the Trustee and the Holders will be entitled to rely upon any order or decree made by any court of competent jurisdiction or upon any certificate of such representative or of the liquidating trustee or agent or other Person making any distribution to the Trustee or to the Holders for the purpose of ascertaining the Persons entitled to participate in such distribution, the holders of the Senior Obligations and other obligations of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this ARTICLE 10.

SECTION 10.9 Rights of the Trustee. Notwithstanding the provisions of this ARTICLE 10 or any other provision of this CVR Agreement, the Trustee will not be charged with knowledge of the existence of any facts that would prohibit the making of any payment or distribution by the Trustee, and the Trustee may continue to make payments on the Securities, unless the Trustee has received at its address for notice specified in SECTION 1.5 at least five (5) Business Days prior to the date of such payment written notice of facts that would cause the payment of any Junior Obligations to violate this ARTICLE 10. Only the Company or a representative of Senior Obligations may give the notice. Nothing in this ARTICLE 10 will impair the claims of, or payments to, the Trustee under or pursuant to SECTION 4.7 hereof. The Trustee in its individual or any other capacity may hold Senior Obligations with the same rights it would have if it were not the Trustee.

SECTION 10.10 Authorization to Effect Subordination. Each Holder, by the Holder's acceptance of the Securities, authorizes and directs the Trustee on such Holder's behalf to take such action as may be necessary or appropriate to effectuate the subordination as provided in this ARTICLE 10, and appoints the Trustee to act as such Holder's attorney-in-fact for any and all such purposes. If the Trustee (or any other Person acting on behalf of and at the direction of the Majority Holders) does not file a proper proof of claim or proof of debt in the form required in any proceeding referred to in SECTION 8.2 hereof at least thirty (30) days before the expiration of the time to file such claim, the representatives of the Senior Obligations are hereby authorized to file an appropriate claim for and on behalf of the Holders of the Securities.

SECTION 10.11 Amendments. The provisions of this ARTICLE 10 are expressly made for the benefit of the holders from time to time of the Senior Obligations, and may not be amended or modified without the written consent of the representatives of the holders of all Senior Obligations.

SECTION 10.12 Subordination Language to be Included in the Securities. Each Security shall contain a subordination provision which will be substantially in the following form:

> "The Securities of this series are subordinated in right of payment, in the manner and to the extent set forth in the CVR Agreement, to the prior payment in full of all Senior Obligations of the Company (as defined in the CVR Agreement). Each Holder by accepting a Security agrees to such subordination and authorizes the Trustee to give it effect."

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

**COMMUNITY HEALTH SYSTEMS, INC.**

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President and Secretary

**AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC,**
as the Trustee

By: /s/ John D. Baker
Name: John D. Baker
Title: Senior Vice President

**ANNEX A**

**THE SECURITIES OF THIS SERIES ARE SUBORDINATED IN RIGHT OF PAYMENT, IN THE MANNER AND TO THE EXTENT SET FORTH IN THE CVR AGREEMENT, TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS OF THE COMPANY (AS DEFINED IN THE CVR AGREEMENT). EACH HOLDER BY ACCEPTING A SECURITY AGREES TO SUCH SUBORDINATION AND AUTHORIZES THE TRUSTEE TO GIVE IT EFFECT.**

**COMMUNITY HEALTH SYSTEMS, INC.**

No. Certificate for Contingent Value Rights

This certifies that [ ], or registered assigns (the "Holder"), is the registered holder of the number of Contingent Value Rights ("CVRs" or "Securities") set forth above. Each CVR entitles the Holder, subject to the provisions contained herein and in the CVR Agreement referred to on the reverse hereof, to payments from Community Health Systems, Inc., a Delaware corporation (the " Company"), in the amounts and in the forms determined pursuant to the provisions set forth on the reverse hereof and as more fully described in the CVR Agreement referred to on the reverse hereof. Such payments shall be made on a CVR Payment Date, as defined in the CVR Agreement referred to on the reverse hereof.

Payment of any amounts pursuant to this CVR Certificate shall be made only to the registered Holder (as defined in the CVR Agreement) of this CVR Certificate. Such payment shall be made in the Borough of Manhattan, The City of New York, New York, or at any other office or agency maintained by the Company outside of the City of New York, New York for such purpose, in such coin or currency of the United States of America as at the time is legal tender for the payment of public and private debts; provided, however, the Company may pay such amounts by wire transfer or check payable in such money. American Stock Transfer & Trust Company, LLC has been initially appointed as Paying Agent at its office or agency in the Borough of Brooklyn, The City of New York, New York.

Reference is hereby made to the further provisions of this CVR Certificate set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been duly executed by the Trustee referred to on the reverse hereof by manual signature, this CVR Certificate shall not be entitled to any benefit under the CVR Agreement, or be valid or obligatory for any purpose.

**IN WITNESS WHEREOF**, the Company has caused this instrument to be duly executed.

**COMMUNITY HEALTH SYSTEMS, INC.**

By: _____
Name:
Title:

Dated:

Attest: _____
Authorized Signature

**[Form of Reverse of CVR Certificate]**

1. This CVR Certificate is issued under and in accordance with the Contingent Value Rights Agreement, dated as of January 27, 2014 (the " CVR Agreement"), by and between the Company and American Stock Transfer & Trust Company, LLC, a New York limited liability trust company, as trustee (the "Trustee," which term includes any successor Trustee under the CVR Agreement), and is subject to the terms and provisions contained in the CVR Agreement, to all of which terms and provisions the Holder of this CVR Certificate consents by acceptance hereof. The CVR Agreement is hereby incorporated herein by reference and made a part hereof. Reference is hereby made to the CVR Agreement for a full statement of the respective rights, limitations of rights, duties, obligations and immunities thereunder of the Company, the Trustee and the Holders of the CVRs. All capitalized terms used in this CVR Certificate without definition shall have the respective meanings ascribed to them in the CVR Agreement. Copies of the CVR Agreement can be obtained by contacting the Trustee.

2. In the event of any conflict between this CVR Certificate and the CVR Agreement, the CVR Agreement shall govern and prevail.

3. Subject to the terms and conditions of the CVR Agreement, on the CVR Payment Date, the Company shall pay to the Trustee, for the benefit of the Holder hereof as of the applicable record date, for each CVR represented hereby, the CVR Payment Amount.

4. Payment of any amounts pursuant to the CVRs, if any, shall be payable by the Company in such coin or currency of the United States of America as at the time is legal tender for the payment of public and private debts; provided, however, the Company may pay such amounts by its check or wire transfer payable in such money. American Stock Transfer & Trust Company, LLC has been initially appointed as Paying Agent at its office or agency in the Borough of Brooklyn, The City of New York.

5. If a Breach occurs and is continuing, either the Trustee may or the Acting Holders, by notice in writing to the Company and to the Trustee shall, bring suit in accordance with the terms and conditions of the CVR Agreement to protect the rights of the Holders, including to obtain payment of all amounts then due and payable, with interest at the Breach Interest Rate from the date of the Breach through the date payment is made or duly provided for.

6. No reference herein to the CVR Agreement and no provision of this CVR Certificate or of the CVR Agreement shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay any amounts determined pursuant to the terms hereof and of the CVR Agreement at the times, place and amount, and in the manner, herein prescribed.

7. As provided in the CVR Agreement and subject to certain limitations therein set forth, the transfer of the CVRs represented by this CVR Certificate is registrable on the Security Register, upon surrender of this CVR Certificate for registration of transfer at the office or agency of the Company maintained for such purpose in the Borough of Manhattan, The City of New York, accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new CVR Certificates, for the same amount of CVRs, shall

be issued to the designated transferee or transferees. The Company hereby initially designates the office of American Stock Transfer & Trust Company, LLC at 6201 15th Avenue, Brooklyn, New York 11219 as the office for registration of transfer of this CVR Certificate.

8. As provided in the CVR Agreement and subject to certain limitations therein set forth, this CVR Certificate is exchangeable for one or more CVR Certificates representing the same number of CVRs as represented by this CVR Certificate as requested by the Holder surrendering the same.

9. No service charge shall be made for any registration of transfer or exchange of CVRs, but the Company may require payment of a sum sufficient to cover any documentary, stamp or similar tax or other similar governmental charge payable in connection with any registration of transfer or exchange of Securities, other than exchanges pursuant to Sections 3.4, 3.6 or 6.6 of the CVR Agreement not involving any transfer.

10. Prior to the time of due presentment of this CVR Certificate for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this CVR Certificate is registered as the owner hereof for all purposes, and neither the Company, the Trustee nor any agent shall be affected by notice to the contrary.

11. Neither the Company nor the Trustee has any duty or obligation to the Holder of this CVR Certificate, except as expressly set forth herein or in the CVR Agreement.

12. As provided in the CVR Agreement and subject to certain limitations therein set forth, the rights of the Holder of this CVR Certificate shall terminate on the CVR Payment Date.

13. *Governing Law; Jurisdiction; Venue; Waiver of Jury Trial.* THIS CVR CERTIFICATE AND THE CVR AGREEMENT AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS CVR CERTIFICATE AND THE CVR AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS CVR CERTIFICATE AND THE CVR AGREEMENT (INCLUDING ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS CVR CERTIFICATE AND THE CVR AGREEMENT OR AS AN INDUCEMENT TO ACCEPT THIS CVR CERTIFICATE) OR THE SECURITIES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. EACH OF THE COMPANY, THE TRUSTEE AND EACH OF THE HOLDERS BY THEIR ACCEPTANCE OF THE SECURITIES, HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK OR ANY FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK IN RESPECT OF ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS CVR CERTIFICATE AND THE CVR AGREEMENT, OR THE NEGOTIATION, EXECUTION OR

PERFORMANCE OF THIS CVR CERTIFICATE AND THE CVR AGREEMENT (INCLUDING ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS CVR CERTIFICATE AND THE CVR AGREEMENT OR AS AN INDUCEMENT TO ACCEPT THIS CVR CERTIFICATE), OR THE SECURITIES, AND IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, JURISDICTION OF THE AFORESAID COURTS. ANY CONTROVERSY WHICH MAY ARISE UNDER THE CVR AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH OF THE HOLDERS BY ACCEPTANCE OF THIS CVR CERTIFICATE HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PERSON MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE CVR AGREEMENT OR THE SUBJECT MATTER THEREOF. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CVR AGREEMENT, IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE TO ANY HOLDER FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

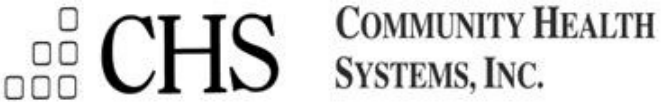
This is one of the CVR Certificates referred to in the within-mentioned CVR Agreement.

American Stock Transfer & Trust Company, LLC,
as the Trustee

By: _____
Authorized Signatory

Dated:

**Exhibit 99.1**




**COMMUNITY HEALTH SYSTEMS COMPLETES ACQUISITION OF HEALTH MANAGEMENT ASSOCIATES**

**FRANKLIN, Tenn. (January 27, 2014)** – Community Health Systems, Inc. (NYSE: CYH) ("CHS") announced today that it has completed its previously announced acquisition of Health Management Associates, Inc. (NYSE: HMA) ("HMA").

"We are very pleased to complete this important strategic acquisition and welcome our newly affiliated hospitals and their physicians and employees to our organization," said Wayne T. Smith, Chairman and Chief Executive Officer of Community Health Systems, Inc. "This transaction provides us with increased scale and broader geographic reach as we work to create strong healthcare networks across the nation. Our larger organization is well positioned to address the changing dynamics in our industry and dedicated to providing quality care for millions of patients and all the communities we serve. We look forward to effectively integrating this acquisition and generating significant value for our shareholders."

Effective today, HMA will cease trading on the New York Stock Exchange. HMA shareholders will receive $10.50 per share in cash plus 0.06942 shares of CHS common stock for each HMA share they own. HMA shareholders will also receive one Contingent Value Right (CVR) for each HMA share they own, which could yield additional cash consideration of up to $1.00 per share, depending on the outcome of certain matters described in HMA's public filings under the "Legal Proceedings" section.

Through its affiliates, Community Health Systems now owns, leases or operates 206 hospitals in 29 states. The organization's affiliates employ more than 135,000 people and approximately 27,000 physicians serve on the medical staffs of CHS-affiliated hospitals. CHS's headquarters will remain in the Nashville, Tennessee, suburb of Franklin.

**About CHS**

Community Health Systems, Inc. is one of the largest publicly-traded hospital companies in the United States and a leading operator of general acute care hospitals in communities across the country. Through its subsidiaries, the Company currently owns, leases or operates 206 affiliated hospitals in 29 states with an aggregate of approximately 31,000 licensed beds. The Company's headquarters are located in Franklin, Tennessee, a suburb south of Nashville. Shares in Community Health Systems, Inc. are traded on the New York Stock Exchange under the symbol "CYH." More information about the Company can be found on its website at www.chs.net.

-MORE-

**Forward-Looking Statements**

Certain statements contained in this communication may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements include, but are not limited to, statements regarding the benefits of the merger, including future financial and operating results, the combined company's plans, objectives, and expectations and other statements that are not historical facts. Such statements are based on the views and assumptions of the management of CHS and HMA and are subject to significant risks and uncertainties. Actual future events or results may differ materially from these statements. Such differences may result from the following factors: the risk that the benefits of the transaction, including cost savings and other synergies may not be fully realized or may take longer to realize than expected; the impact of the transaction on third-party relationships; actions taken by either of the companies; changes in regulatory, social and political conditions, as well as general economic conditions. Additional risks and factors that may affect results are set forth in HMA's and CHS's filings with the Securities and Exchange Commission, including each company's most recent Annual Report on Form 10-K or Form 10-K/A and Quarterly Report on Form 10-Q or 10-Q/A.

The forward-looking statements speak only as of the date of this communication. Neither CHS nor HMA undertakes any obligation to update these statements.

**Contacts:**

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Investor Relations:
W. Larry Cash, 615-465-7000
President of Financial Services and Chief Financial Officer

Media Relations:
Tomi Galin, 615-628-6607
Senior Vice President, Corporate Communications,
Marketing and Public Affairs

-END-